Wai 2200

Porirua ki Manawatu Inquiry District

One past, many histories: tribal land and politics in the nineteenth century

T.J. Hearn

June 2015

Commissioned by the Waitangi Tribunal for the
Porirua ki Manawatu Inquiry (Wai 2200)

Table of Contents

List of tables

List of graphs

List of figures

List of maps

The author

This report was prepared by historical researcher and report writer Dr Terry Hearn. He holds a Master of Arts (1 Hons) in Geography and a PhD from the University of Otago. From 1990 to 1995 he was Head of the Distance Teaching Unit, University of Otago, and from 1996 to 2000 the Historian of British Immigration in the Ministry of Culture and Heritage. He is co-author with Dr J.O.C. Phillips of *Settlers: New Zealand immigrants from England, Ireland, & Scotland, 1800-1945.* Since 2001 he has contributed to nine major technical research programmes dealing with claims lodged under the Treaty of Waitangi.

Acknowledgements

In preparing this report the author has been ably assisted and supported by Waitangi Tribunal staff, in particular by James Mitchell, Andrew Francis, Kesaia Walker, Rauhina Scott-Fyfe, Noel Harris, and Jeff Abbott, and by the staff of Hocken Collections. Lisa Gibson undertook the arduous task of identifying the author's inconsistencies and errors of omission and commission: any that remain he claims as his own.

I have had inestimable benefit of the work conducted and the insights offered by those who have previously investigated various aspects of the history of the Porirua ki Manawatu Inquiry District. All have assisted by identifying sources, articulating key questions, and advancing arguments. While I have not always accepted and indeed may have challenged some of the conclusions that they reached, their work has stimulated questions, prompted new hypotheses, and suggested alternative explanations.

Definitions, spellings, and abbreviations

As employed in this report, the term *Porirua ki Manawatu Inquiry District* refers to the district as defined by the Waitangi Tribunal.

The spelling of Maori proper and place names varies considerably throughout the sources employed in this inquiry. Where possible these were checked, but it is acknowledged that errors and inconsistencies may remain.

The following abbreviations are employed:

AJHR: *Appendices, Journals of the House of Representatives*
AJLC: *Appendices, Journals of the Legislative Council*
ANZ: Archives New Zealand
AT: Alexander Turnbull Library
NZPD: *New Zealand Parliamentary Debates*
nd: No data
na: Not available
No: Number
p and pp: page and pages
Pt: Part
Vol: Volume

Sources for the maps

Map 1.2: *New Zealand Gazette* (Province of New Munster) 21 August 1850
Map 2.1: BPP 1846, Volume XXX, p.105.
Map 3.1: McLean to Civil Secretary 11 July 1852, ANZ Wellington ACIH 16057 MA24/8/16
Map 4.1: ANZ Wellington AAFV 997/34 G5.
Map 4.2: Schedules to the Native Lands Acts 1862 and 1865.
Map 12.1: AJHR 1874, C4; 1877, C6; 1878, C4; 1879 Session II C4; 1880, C3; 1881, C6; 1882, C4; 1883, C3; 1884 Session II C2; 1885, C7; 1886, C5; 1887 Session II C3; 1888, G2; 1889, C6; 1890 G4.
Map 12.2: AJHR 1903, C1.

Introduction

Maori living within the Porirua ki Manawatu Inquiry District confronted, with respect to their lands, two major sets of changes that took place within the comparatively short period of some 35 years. The first involved the extinguishment of customary Native title over large sections of the Inquiry District, notably those lands lying to the north of the Manawatu River, and the clothing of most of the balance with titles derived from the Crown. The second involved the transfer of most of the land that was owned by Maori into the hands of the Crown and settlers. These two major changes, more accurately described perhaps as revolutions, together with their political settings, are the subject of this investigation.

Key questions

The report explores several sets of key questions. The *first set* deals with the Crown's approach to west coast iwi, in particular during the period up to about 1870 and thus including the large-scale Crown pre-emptive land purchases. Did the Crown develop and maintain a consistent approach or stance, or did it move from dealing initially with Ngati Raukawa as the dominant tribal entity to according at least equal weight to the claims of Ngati Apa, Rangitane, and Muaupoko? To what extent, if any, was such a shift informed by the Crown's desire to acquire the west coast lands? To what extent did it attribute any such shift to the actions, notably the sale of Te Awahou, of Ngati Raukawa itself? Did the Crown exploit divisions within iwi in an effort to foster its land purchasing ambitions? With respect to those blocks that were acquired prior to the constitution of the Native Land Court or which were exempted from the operation of the Court, who did the Crown negotiate with, owners or claimants?

The *second set* deals with the question of a 'general partition' of the Rangitikei and Manawatu lands. Whether such an agreement was reached or not is one of the issues that lies at the heart of the controversy over the Crown's acquisition of the Rangitikei-Turakina, Te Ahuaturanga, Te Awahou, and Rangitikei-Manawatu blocks. Did in fact the iwi involved, primarily Ngati Apa, Rangitane, Ngati Raukawa, and Ngati

Kauwhata, arrive at some agreement over a tribal or general partition of the lands lying between the Whangaehu and Manawatu Rivers? Were the lands to the north of the Rangitikei River set apart for Ngati Apa, Te Ahuaturanga for Rangitane, and the lands between the Manawatu River on the north and Kukutauaki Stream on the south for those hapu affiliated with Ngati Raukawa? What evidence can be adduced to support the claim that an agreement was reached? Was the Crown aware of any such agreement? Was it in any way a party to it? When and by whom and under what circumstances was any such agreement breached? Did Ihakara Tukumaru's sale of Te Awahou constitute, as Chief Land Purchase Commissioner Donald McLean appeared to claim, just such a breach, and a breach sufficient to justify the Crown's subsequent purchasing efforts?

A *third set* of questions relates to the exclusion, in 1862 and affirmed in 1865, of the keenly contested Manawatu lands from the jurisdiction of the Native Land Court. What lay behind that exclusion? Why was such exclusion considered necessary? What part did the claims of the holders of land rights in the New Zealand Company's settlement at Port Nicholson play in the exclusion? How extensive were those claims and was the exclusion of the entire Manawatu block necessary? How was the Wellington Provincial Government, through its Superintendent, able to secure the power to act as the Crown's purchasing agent in respect of the west coast lands and of what became the Rangitikei-Manawatu block in particular? Did the acquisition of that power involve a conflict of interest that compromised the ability of the Superintendent to deal with all iwi in an open, transparent, and even-handed manner? Were those who claimed ownership of Rangitikei-Manawatu consulted over the exclusion and its implications? What, indeed, were the implications of the exclusion for the rights and interests of those who claimed the ownership of the block? And what were the implications of the exclusion for the Crown's desire to acquire the lands in question.

A *fourth set* of questions centres on issues relating to the maintenance of peace and order. The outbreak of war in Taranaki occasioned considerable alarm that the fighting would spread south and engulf the entire west coast of the Province of Wellington. Further, a dispute involving Ngati Apa, Rangitane, Ngati Kauwhata, and Ngati Raukawa over the distribution of rents arising out of the illegal occupation of

lands for pastoral purposes also appeared to constitute a significant threat. That threat (or perceived threat) was employed by the Crown to justify its intervention in the dispute and to advance the purchase of the Manawatu lands as a means of resolving it and as a means of preserving order and stability. The 'Rangitikei land dispute,' as it was commonly termed, gives rise to some difficult questions. To what extent, if any, was that dispute manufactured or nurtured, and if so by whom and for what purpose? Did the Crown explore all possible alternatives to settling the dispute other than the purchase of lands involved? Did the Crown in fact approach the iwi involved as peacemaker and reluctant purchaser as it claimed? Were the rents owed to Maori impounded in an effort to avert conflict or to coerce those opposed to sale and purchase? To what extent was the Crown's approach to both the Rangitikei dispute and the later dispute over Horowhenua shaped or informed by the alliances it had forged with iwi during the wars of the 1860s and by the involvement of iwi in the Maori autonomy movements, specifically the Kingitanga?

A *fifth set* of questions concerns the Native Land Court, in particular with reference to its rulings in respect of the Himatangi, Manawatu-Kukutauaki, and Horowhenua blocks. Some of the key questions are: to what extent, if any, were the decisions of the Native Land Court shaped or influenced by the Crown's previous purchase negotiations? To what extent, if any, were its decisions influenced by considerations other than the legal merits of the cases advanced by the contending parties? Whose version of the region's pre-annexation history did the Court adopt as the basis for its conclusions? To what extent, if any, did the Court make clear the assumptions on which it founded its conclusions? Did it consider the internal consistency of its separate rulings and did it assess the matter of consistency among them? What did the Court's decision to allow the enlargement of the claim to Horowhenua lodged by Muaupoko have on the confidence of Maori in the land titling system.

A *sixth set* of questions relates to the matter of public opinion. In the wake especially of the rulings in respect of Himatangi, Ngati Raukawa, or sections of the iwi, engaged in a campaign that included letter writing, petitions, and (largely) non-violent resistance to surveying. Through that campaign those involved sought to reach over the heads of the Wellington Provincial and the General Governments to the wider public. What was the public response to that campaign? To what extent, if any, did it

succeed in encouraging the General Government in particular to reconsider the Rangitikei-Manawatu transaction? What action, if any, did the Crown take in response to the many representations made and to the petitions presented?

A *seventh set* of questions concerns the purchasing methods employed by the Crown. McLean, in his purchasing efforts, displayed a marked preference for dealing with iwi as a whole rather than with affiliated hapu. Did Wellington Province's Superintendent, Isaac Featherston, seek to emulate that approach or did he move to deal with hapu and individuals? To what extent was any such move part of an attempt to circumvent and isolate those opposed to the sale of land? Did the Crown seek to foster and support the customary rights and claims of the originally resident iwi in an effort to challenge and undermine the opposition of tangata heke to the alienation of land? A key question that arises in respect of Rangitikei-Manawatu in particular, is whether the Crown dealt with claimants to or with owners of lands? Was any appeal to claimants an effort to 'swamp' owners and encourage them to sell? Did the Crown employ any other coercive methods or tactics intended to elicit the cooperation of 'non-sellers'? Did it make use of advance payments? Did it seek to exclude private buyers? Was any such exclusion an effort to control prices?

An *eighth set* of questions has to do with reserves. Did the Crown recognise the land needs of all of those with interests in the blocks that it acquired? Did it assess such needs in any systematic manner and if so what criteria did it employ? How did the Crown treat those who opposed sale, notably in the case of Rangitikei-Manawatu? There are a great many questions having to do with the location, size, and legal status of the lands set apart as reserves, as well as with their utilisation and eventual disposal. Those are matters probably best examined as part of wider investigation into the social and economic experience of west coast Maori. Reserves are considered in this report as part of the process by which agreements for sale and purchase were concluded.

Concepts and methods

The concept of *narrative* plays a key role in the investigation and exploration of those sets of questions. Narratives essentially are stories. They assume many forms and are

constructed to serve many purposes. They may consist of a single overarching idea, but are usually sets of linked ideas, replete with supporting or sub-narratives. They are constructions that purport to describe, define, and account for a particular course of events, or to support, advance, and justify a chosen course of action. The power of a narrative derives from its structure, its plausibility, its ability to satisfy particular group needs and aspirations, and from its power to shape action. Narratives may evolve and change, old elements may be discarded, new ones may be added. That is especially true of narratives constructed for political purposes.

For present purposes it will be sufficient to distinguish between historical narratives and political narratives, although in practice the former may be merged with and serve the purposes of the latter. Historical narratives are usually constructed in an effort to define, describe, connect, explain, and generally to give coherent and intelligible form to the complexities of the past. Where they link or connect otherwise multiple disparate events in some structured and plausible fashion, they allow people to simplify and thus make sense of the past. Political narratives, on the other hand, while they may embody elements of historical narratives, seek to describe relationships among and within social groups, to advance group interests, and to explain, justify, and account for a chosen course of action. In both historical and political narratives, the propensity to simplify frequently leads to what might be termed 'narrative fallacy.' For a variety of reasons, elements may be excised or modified, others might be exaggerated or distorted or misrepresented, sometimes unintentionally, sometimes deliberately. Finally, the various narratives advanced were tested against the historical evidence, preferably against multiple sources, as noted more particularly below.

In the case of the Porirua ki Manawatu Inquiry District several distinct historical narratives were developed to describe and explain the course and outcome of the events that were considered to have directed and shaped its pre-annexation history and the state of inter-iwi relationships that had emerged by about 1840. Although apparently dealing with the same basic 'facts,' Ngati Apa, Ngati Raukawa, and Muaupoko in particular constructed accounts of their experiences that differed sharply one from the other. After 1840 and often in response to external pressures, iwi began to set those narratives down in written and more sharply delineated form: some placed particular emphasis on certain events and some on others; some chose to emphasise

the importance of particular persons, some chose others; some ascribed importance to the arrival of new ideas and practices, others did not. By 1850, as the Crown embarked upon its efforts to acquire all of the west coast lands, the major elements of the various narratives were woven more tightly, differentiated more clearly one from the other, and shaped towards ends that were more distinctly political.

Political narratives are those constructions that are employed by particular groups as they seek to acquire, retain, promote, defend, or advance group or sectional interests or rights. Commonly they are employed in an effort to shape, control, or direct the course of events, to justify a chosen course of action, or indeed to obscure or camouflage intentions. The strength of such narratives depends essentially upon the extent to which they are able to embody or articulate or express a central idea or argument, and upon the wider social, economic, and political context in which they are advanced. Thus the Crown's intervention in the so-called 'Rangitikei land dispute,' out of which arose one the most controversial land purchases conducted in nineteenth century New Zealand, embodied the central argument that it was incumbent upon the Crown to preserve order and stability and the rule of law. In the absence of such intervention, it was claimed, the dispute would draw in other iwi and eventually envelop Wellington Province in a war that would almost certainly defeat entirely the colonisation project. New elements or sub-narratives were added, notably that mediation, arbitration, or adjudication would not resolve the dispute, that only 'absolute' purchase would secure the peace, and that those who opposed purchase were 'disloyal,' the adherents of subversive political and religious movements, and the opponents of 'development' and 'progress.' Beneath the narrative thus advanced ran another element or theme, namely, that of inevitability, that Maori would have to give way to a 'superior civilisation,' that as a people either not generally disposed or not generally capable of participating in the commercial economy they would have to bow to the colonising tide. As the colony slid into recession towards the end of the 1860s, as the Wellington Provincial Government retrenched and teetered on the brink of default, descriptions of those opposed to or critical of the transaction as 'obstructionists' resonated strongly. In response to what might be termed the 'narrative of peacemaker and reluctant purchaser' crafted and advanced by the Crown, Ngati Raukawa in particular developed a new narrative that emphasised its peaceable disposition, adherence to the rule of law, and the denial of legal rights.

The purpose of this investigation is not to offer a critical evaluation of the narratives offered by iwi. The focus rather is on the narrative developed and advanced by the Crown as it sought to satisfy its long-standing desire to acquire the 'Manawatu lands,' its key elements, changes in emphasis, incorporation of new elements to accommodate wider contextual changes, and the discarding of old elements, and on the manner in which narrative, decision, and action interacted and shaped one another. In this sense, the concept of 'narrative' is thus also employed as an analytical and interpretive device.

The primary *method* employed in this investigation is source criticism or critical textual analysis. Prime importance is attached to primary source materials, that is, diaries, letters, and reports. The assumption is that such materials are more likely to depict accurately the evolution of thinking on the part of the individuals involved and the nature and course of events. But such materials require judicious handling: it is important to establish who produced the materials in question, when and the circumstances under which they were created, whether they expressed the original or derived views of their creator, and the purpose for which they were created. The value of McLean's journal and diary entries and of his letters, for example, derives in part from his role as a direct participant in the events he described and in part from the fact that many such entries and letters were composed either during or immediately after the events in question. The value of some at least of Buller's observations is less certain: thus, his assessment of the region's pre-annexation history was shaped largely by Hadfield. In the reports he composed of the Manawatu purchase discussions and negotiations involving Featherston, Ngati Apa, Ngati Kauwhata, Rangitane, and Ngati Raukawa, he appears to have relied largely on his own translation of the proceedings. Whether his competency as a translator was as great as he believed, and as Featherston appeared to assume, is less clear. Assessing the evidential value or credibility of primary source materials, especially those produced during a period of heightened tension, may depend on their internal consistency, on comparison between the writer's earlier or later views, and comparison with the views of others. Longitudinal analysis, that is, the comparative analysis of an individual's statements over a lengthy period, can also assist in establishing credibility, while also revealing shifts in perceptions, understandings and positions.

A key method employed, is that of corroboration, in which multiple sources are compared in an effort to arrive at an understanding of a past event or series of events or a past decision or series of decisions. The assumption is that comparison is more likely to identify and define matters and areas of both agreement and disagreement. Thus a comparison between the official record of the proceedings at Te Takapu (as a result of which the Crown claimed to secure the almost unanimous consent of the claimants to the sale of the Manatwau lands) and Maori accounts of the discussions reveal some important differences over what was said and in understanding and emphasis. Recourse was had to the official record, letters written by Maori, and press reports in an effort to clarify the matters in contention.

Comparison of sources may also assist the historian to distinguish between correlation and causation, between stated intent and covert objective, and between expected conduct and actual behaviour. Whereas, for example, Ngati Apa announced that they were determined to provoke a conflict with Ngati Raukawa and Ngati Kauwhata over the distribution of pastoral rents, it appears more likely that the iwi's objective was to draw the Crown into a dispute for the resolution of which it would propose the sale of the Manawatu lands.

The period investigated

The investigation covers that period during the nineteenth century during which the major title definition of the lands of the district by the Crown had been completed and the stage had been reached at which land ownership was effectively derived from the Crown rather than from tribal structures of authority. The report thus ends at about 1900: by that time the process of title investigation had been completed and the lands of the Porirua ki Manawatu district had largely passed into Crown and subsequently settler ownership or directly into settler ownership. In fact, most such purchasing had been completed by the mid 1880s, but the investigation was carried forward to the end of the Liberal Government's major Maori land purchasing programme in order to accommodate relevant elements of the struggle that developed over the Horowhenua Block. One major outcome was that substantial areas of that block passed into Crown

ownership, by and large completing a process of transfer that had begun with McLean's acquisition of the Rangitikei-Turakina Block in 1849.

Not investigated in this report were two matters. The first was the Crown's acquisition of Kapiti. That matter was dealt with in considerable detail by Richard Boast and Bryan Gilling in their *Ngati Toa Lands Research Project: Report Two: 1865-1975*, published in 2008. Chapter 9 of that report dealt with the initial title investigation of 1874 and offered histories of the Native Land Court blocks. Chapter 10 examined the Crown's acquisition of Kapiti.

The second matter was that set out in 3(e) of the *Direction Commissioning Research.* Most of the land in the Porirua ki Manawatu Inquiry District was never brought before the Native Land Court and thus never clothed with titles under the Native Lands Acts. The Rangitikei-Turakina, Te Ahuaturanga, Te Awahou, and Rangitikei-Manawatu blocks, together with other blocks acquired under the pre-emptive purchasing regime, passed directly into Crown ownership: once the deeds of cession had been signed and the purchase monies distributed, Native ownership was declared to have been extinguished. Title investigations did take place for the Manawatu-Kukutauaki and Horowhenua blocks: the details of the claims, the awards made by the Court, and the subsequent partitioning and transfer into Crown and private ownership are examined. The provision of reserves in the Crown purchase blocks is explored but the subsequent disposal of those reserves requires separate investigation. Chapter 12 contains a brief summary, together with an accompanying map, of the structure of land ownership as it had developed in the Inquiry District by about 1900. It did not prove possible to construct an accompanying map to show Maori ownership by hapu or iwi. Finally, a more formal evaluation of the system of land titles established under the authority of the Crown opens up a new area of investigation given that titles and their adequacy are involved in a range of issues that include succession, title fragmentation, investment, utilisation, and revenue generation and distribution. Investigation of those matters would better form part of a wider social and economic impact analysis.

The structure of this report

The revolutions in land tenure arrangements, that is the rules by which rights to and in property are allocated, and in ownership fell into two main phases. The first phase, which covered the period from about 1849 to about 1870, may be termed the Crown pre-emption phase: it was distinguished by negotiations between iwi claiming ownership and the Crown, the conclusion of agreements for sale and purchase, the extinguishment of Native title, and the declaration of Crown ownership. The second phase, from about 1870 onwards, may be termed the Native Land Court phase: it was marked by formal investigations into and determination of ownership, the issue of formal titles derived from the Crown to land, negotiations for sale and purchase between owners and the Crown, and the transfer of ownership from Maori to the Crown. The first phase included the Crown's acquisition of the large blocks in the northern reaches of the Inquiry District, Namely, Rangitikei-Turakina, Te Ahuaturanga, Te Awahou, and Rangitikei-Manawatu, and the second phase, Manawatu-Kukutauaki and Horowhenua in the southern section. Some private purchasing also took place in the latter section.

The report is structured around those two major phases. Chapter 1 offers an account of the Inquiry District's pre-annexation history. Employing the work of modern historians, it offers a sketch of what appear to have been the primary events that shaped inter-iwi relationships, while also setting out the essential elements of the historical narratives offered by iwi and identifying some of the matters in contention. On the basis thus established, Chapters 2 and 3 examine the course of the Crown's pre-emptive purchasing programme to 1863: particular attention is paid to the acquisition of Rangitikei-Turakina, Te Ahuaturanga, and Te Awahou, and to the arrangement said to have been reached among the iwi involved and the Crown over a 'general partition' of the west coast lands. Chapters 4 to 9 deal with one of the most contested and controversial land purchases conducted by the Crown during the 19th century, namely, that of Rangitikei-Manawatu block. A great deal has been written about that transaction, and contrasting conclusions reached over a number of major issues, among them, the genesis of the Crown's efforts to acquire the block, the exemption of the 'Manawatu lands' from the jurisdiction of the Native Land Court, the debates and negotiations that culminated in the Crown's acquisition of the block,

the subsequent Native Land Court investigations, and the difficulties that attended the Crown's efforts to secure quiet possession of the land in the face of a campaign of passive resistance on the part of those opposed to its alienation. Chapters 10, 11, and 12 examine the contest between Ngati Raukawa and Muaupoko for the Horowhenua lands, and the Crown's post-1870 efforts to acquire those lands, including the outcome of its intervention in the struggle within Muaupoko for control of Horowhenua. Finally, Chapter 13 offers a set of overall conclusions.

Sources employed

This report is based upon several key sources. The first includes the extensive collection of letters (including drafts), reports, and diary entries generated by Donald McLean and the voluminous Crown files grouped as MA13, together with some supplementary archival material drawn from both Archives New Zealand and the Alexander Turnbull Library.[1] Private correspondence, letter drafts, and diary entries, in particular, often reveal more about particular events and transactions than official reports and records.

The minute books of the Native Land Court were a second major source: the Himatangi, Manawatu-Kukutauaki, and Horowhenua investigations in particular offered a great deal of valuable material relating not only to the blocks in question but also to other transactions, notably Rangitikei-Turakina, Te Ahuaturanga, and Te Awahou. On the other hand, it is important to recognise that while some of those who appeared during those investigations participated in the events that they described, nevertheless, human memory is fallible and selective, and that recollections are sometimes unconsciously, sometimes deliberately, shaped towards very particular ends. Many other witnesses submitted hearsay evidence, including, for example, Amos Burr, upon whose submissions William Fox would place considerable emphasis during the 1868 Himatangi hearings. It should also be acknowledged that witnesses frequently contradicted one another, important issues were often not canvassed, the testimony offered was frequently open to several interpretations, and some was contrived. Some witnesses conflated or compressed events, some (including Pakeha witnesses) were hazy with respect to the timing of significant events, some were concerned less with historical 'accuracy' than with establishing or reasserting mana, on the one hand, and minimising that of their opponents on the other. The latter was a tactic much favoured, for example, by Kawana Hunia Te Hakeke, while William Fox transformed character assassination, vilification, and excoriation into a fine art. Some at least of the proceedings in the Native Land Court have a formulaic feel, almost as if the evidence had been crafted in an attempt to attain goals that are often less than explicitly stated. Simple perjury was not unknown,

[1] Both the McLean papers and the MA 13 files were supplied in electronic form by the Waitangi Tribunal.

as Te Rangihiwinui's admission before the 1896 Horowhenua Commission made clear. Above all, perhaps, the evidence presented serves as a reminder of both the need that humans have to construct narratives so as to order, explain, and understand complex events and of the frailties of human memory.

It should also be noted that the minutes books are not a complete record of the proceedings of the Native Land Court. On occasion the colonial press carried reasonably full reports of those proceedings, adding useful detail or offering some clarification. On the other hand, those furnishing the press reports published in the press were seldom fluent in te reo and probably unfamiliar with Maori custom, Maori idiom, and Maori modes of argument and presentation.

It did not prove possible to investigate in full the archives of the Wellington Provincial Government. The inwards correspondence and the Superintendent's outwards correspondence for the 1860s were examined but not that for the 1870s. It is possible that the post-1870 correspondence will, given the Provincial Government's involvement in land purchasing, reveal more about that process, although it should be noted that some appeared in various reports published in the *Appendices to the Journals of the House of Representatives*.

In some sections of this report, for two main sets of reasons, considerable reliance is placed upon the colonial newspapers, and upon editorial opinion in particular. The first set of reasons relates to the proceedings of Parliament. Although first reliance is placed on the primary sources of the *Journals of the House of Representatives*, the *Journals of the Legislative Council*, and the *New Zealand Parliamentary Debates*, the last, up to about 1865, presented some difficulties. First, the debates recorded were often abbreviated and corrected versions of reports that had been published originally in the newspapers; second, discussions conducted while the House was sitting in committee of the whole were often not recorded at all, the only record being that published in the newspapers; and, third, the newspapers often offered valuable contextual detail in respect of particular debates and of decisions made by both Parliament and Government. The second set of reasons relates to the campaign conducted by Ngati Raukawa and Ngati Kauwhata, with respect to the Rangitikei-Manawatu transaction, through the columns of the colonial press. In an effort to

appeal to the public over the heads of the Wellington Provincial and the General Government, both iwi engaged in an extensive letter-writing campaign. That campaign, with its emphasis upon what the two iwi claimed was a denial of their rights under the Treaty of Waitangi, attracted a great deal of editorial comment. It is reasonably clear that that comment, and in particular criticism levelled at the Crown's conduct of the transaction, was a major factor in the General Government's decision to introduce legislation allowing those who had not signed the Rangitikei-Manawatu Deed of Cession to take their claims to the Native Land Court.

But if care is required in using the evidence recorded in the minute books of the Native Land Court, the same applies with equal force to the colonial newspapers. The *Wellington Independent,* for example, was notably partisan in its approach to and interpretation of events surrounding the Rangitikei-Manawatu purchase in particular, and indeed was often described as Featherston's 'organ' or the 'organ' of the Wellington Provincial Government. For that reason, it proved very useful when reconstructing the Crown's narrative, to identify shifts in stance and changes in terminology. The *Press*, on the other hand, was more sympathetic towards the claims advanced by Ngati Raukawa and Ngati Kauwhata, and more disposed to examine more critically Featherston's claims.

In an effort to gain some appreciation of the force and character of public criticism, a number of newspapers were consulted as a separate and additional source rather than a source in lieu of the records created by the Crown. The controversy attaching to the Rangitikei-Manawatu transaction meant that a great deal of relevant material – inquiries, petitions, correspondence, and reports – was published in the *Appendices to the Journals of the House of Representatives*: liberal use has been made of that material, together with some additional evidence drawn from the *Appendices to the Journals of the Legislative Council*.

The sources employed are included in the Bibliography. As a bibliography rather than a list of references cited, it also includes works that are not used directly in the report but which nevertheless formed part of the wider body of literature consulted. Many of

the sources listed were used in the preparation of the scoping report prepared in 2010.[2]

The Porirua ki Manawatu Inquiry District: key geographical features

[2] T.J. Hearn, 'Porirua ki Manawatu Inquiry District: a technical research scoping report,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2010).

Chapter 1: Porirua ki Manawatu: one past, many histories

Introduction

Between about 1818 and about 1840 New Zealand was wracked by a series of conflicts, the so-called musket wars, which cost the lives of many Maori (possibly more than 20,000), delivered many into enslavement, and displaced and rendered many others refugees.[3] A good many iwi and hapu were fractured, either being driven out of or choosing to leave their traditional rohe and settling in the territories of others, generating further conflict, and creating confusion over land ownership. Among those parts of New Zealand most profoundly affected by those conflicts and the large-scale movements of peoples was the lower west coast of the North Island (from the Rangitikei River to Owhariu) where the principal resident and closely related iwi – Rangitane (in the Manawatu), Muaupoko (from Horowhenua to Pukerua Bay), and Ngati Apa (along the Rangitikei River) – confronted incursions and invasions from the north and the transformation of their previously settled region into 'a fighting ground.'[4]

There are many accounts of the pre-annexation history of the west coast of the North Island. Most draw on the oral traditions of hapu and iwi, the accounts offered during land title investigations, and the writings of early Pakeha settlers. All exhibit significant differences in interpretation, assessment, and emphasis; some are distinctly partisan or self-serving in character; all claim to be a faithful representation of the past. At the heart of the debate, and indeed at the heart of the Native Land Court investigations, lay two central and interrelated questions: did the new arrivals conquer (that is, take control of by force) and subjugate (that is, subordinate), Ngati Apa,

[3] Urlich argued that there was a strong correlation between the migratory movements of Maori and the dissemination of firearms, early possession enabling Ngapuhi and Waikato to instigate major movements of Maori. See D.U. Urlich, 'The introduction and diffusion of firearms in New Zealand, 1800-1840,' *Journal of the Polynesian Society* 79, 1970, pp.399-410. Angela Ballara, on the other hand, has challenged the term 'musket wars' and the notion that disruptions were the result of the uneven acquisition of firearms. Rather, she argues, the wars were still largely about tikanga and revenge. See, for example, Angela Ballara, 'Te Whanganui-a-Tara: phases of Maori occupation of Wellington Harbour c1800-1840,' in David Hamer and Roberta Nicholls, editors, *The making of Wellington 1800-1914.* Wellington: Victoria University Press, 1990, pp.9-34.

[4] Small groups of Ngati Kahungunu, Ngati Hamua, and Ngati Ira had also settled in the region.

Rangitane, and Muaupoko; and what weight should be given to claims of ownership based on take raupatu?

This first chapter presents a brief summary of the pre-annexation history of the Porirua ki Manawatu Inquiry District: the objective is to reconstruct the broad sequence of key events that subsequently gave rise to competing narratives over their meaning and significance. No attempt is made to assess the various accounts, Maori or otherwise, in terms of accuracy, consistency, comprehensiveness, or reliability. Rather, the purpose is to present those accounts as constituting the major elements of the milieu of traditions, ideas, sensitivities, rivalries, and ambitions that the Crown encountered when it embarked upon its land purchasing operations. At the same time, it is important to bear in mind that it was the Crown's intervention, especially its desire to acquire land, that did a great deal to help shape and define those tribal narratives, and to expose and intensify inter-iwi and indeed intra-iwi rivalries and jealousies.

Incursions from the north and the arrival of Ngati Toa

By about 1820, the Maori occupation and settlement of the lower west coast lands of the North Island were dominated by the three related tribal groups of Rangitane, Ngati Apa, and Muaupoko. These tribal groups appear to have entered the west coast districts during the late sixteenth century, in the process displacing Ngai Mamoe, Ngati Houhia, and Ngati Hotu. Rangitane trace their origins to Whatonga, one of the captains of the Kurahaupo canoe. After settling in the Heretaunga district, some of the descendants of Whatonga and his wife Hotuwaipara moved south to Tamakinui-a-Rua (around Dannevirke), Wairarapa, Te Whanganui-a-Tara (and the northern districts of the South Island), and into the Horowhenua and Manawatu districts. Rangitane take their name from Rangitane, grandson of Tarataraika (from whom the Ngai Tara people took their name) and his second wife Reretua, and son of Tautoki and his wife Waipuna. Rangitane first occupied land around the present site of Palmerston North. By about 1820, Rangitane, described by Allwright as 'a very numerous people,' occupied pa at Hotuiti, Tokomaru and Paparewa, Raewera and Puketotara, Tiakitahuna, Te Kuripaka, and Te Motu a Poutoa, while maintaining an eeling

settlement at Taonui, a rat-catching settlement at Kairanga, and a small pa at Raukawa.[5] Muaupoko settled the district from Waipunahau (Lake Horowhenua) south to Pukerua Bay.

Muaupoko, originally known as Ngai Tara, similarly trace their origins to Whatonga and Hotuwaipara, and settled along the west coast from Te Rimurapa (Sinclair Head) in the south to the Rangitikei River in the north. They emerged as a separate iwi and, following the arrival of Ngati Toa and Ngati Raukawa during the 1820s and 1830s, concentrated their settlements in the Horowhenua and Manawatu districts. Ngati Apa trace their origins to Ruatea, another of the captains of the Kurahaupo canoe, and take their name from Apa-hapai-taketake, son of Rutea. Some of his descendants moved south to Kapiti and Porirua, and others moved into the Rangitikei district, bounded on the north by the Mangawhero and Turakina Rivers and on the south by the Manawatu River. Thus from among those who arrived at Mahia on the Kurahaupo canoe emerged the three iwi of Ngati Apa, Rangitane, and Muaupoko. Close relationships among the three iwi did not preclude disputes over control of and access to key resources. Thus, between about 1820 and 1823 Ngati Apa and Rangitane fought a series of battles that entailed serious casualties on both sides but which did not result in either gaining ascendancy over the other.

Such, in broad outline, was the pattern of occupancy and settlement that had developed by about 1820 when the region and its peoples were first embroiled in a series of invasions and migrations that had their origins in the convulsions enveloping iwi further north. One name features prominently during this period, namely, that of Te Rauparaha.[6] From about 1818 he made several journeys into Taranaki and, with Ngapuhi, in 1819-1820, further south to Kapiti: on that latter journey the taua fought a major engagement at Te Kerekeringa, and attacked Ngati Apa at Purua, and Ngati Apa, Rangitane, and Ngati Tumokai at Oroua before proceeding south along the coast to fight another major battle against Ngati Ira at Pukerua. Some weeks later, after

[5] George Allwright, *A brief introduction to the Maori colonisation of Manawatu.* Palmerston North: printed by D. Dabone, 1958, p.9; and J.M. McEwen, *Rangitane: a tribal history.* Auckland: Reed Methuen, 1986, p.121.

[6] One of the issues not considered in this report is the character of the political entity or structure that Te Rauparaha is supposed to have established, in particular, his place within Ngati Toa or the larger alliance of which Ngati Toa were the leader, the relationship between Ngati Toa and its allies, and whether, when and for what reasons those relationships changed.

major engagements in the Wairarapa, the taua returned to the north. At that early stage, Te Rauparaha appears to have already decided to propose to his people that they should settle around Kapiti. Tamihana Te Rauparaha later recorded that his father had been impressed by the presence of Pakeha ships and thus a source of trade goods and especially weaponry, the proximity of Te Wai Pounama and its much-prized and coveted greenstone, and the abundance of food that the region offered.[7] It was also a place where Ngati Toa might establish new permanent settlements far removed from enemies, actual and potential.[8]

On their return northwards, Te Rauparaha and Te Rangihaeata landed at Te Pou-a-te-rehunga (north of the Rangitikei River): at Te Awamate, the marriage of Te Pikinga and Te Rangihaeata was arranged, and the return of Ngati Toa to the region discussed.[9] According to Matene Te Whiwhi, rangatira of both Muaupoko and Ngati Apa captured by the taua were 'placed' at Ohau and Rangitikei respectively.[10] Ngati Toa, in its 1851 account of the 1821-1822 migration southwards, recorded, in terms that suggested it had earlier planned a return, that:

> We came on to Whanganui and then to Rangi-tiikei. There we found Rangi-haeata's men, spared by him on the first expedition and left to guard Rangi-tiikei and all of Ngaati-Apa. We remained there a month. We came on to Manawa-tuu, and there found Taheke and Tohe-riri, the men left by Te Rangi-haeata and Te Rau-paraha to guard Manawa-tuu, Oo-taki, and all of this land.[11]

---

[7] Tamihana Te Rauparaha, *Life and times of Te Rauparaha*, edited by Peter Butler, Martinborough: Alister Taylor, 1980, p.13. See also W.T.L. Travers, 'On the life and times of Te Rauparaha,' *Transactions of the New Zealand Institute* 5, 1872, pp.19-93; and T. Lindsay Buick, *An old New Zealander*. London: Whitcombe & Tombs, 1911. See also Native Land Court, Otaki Minute Book 1C, pp.372-373.

[8] Ngati Raukawa claimed Te Rauparaha as one of their own, that latter having, according to Rawiri Te Whanui, 'equal mana over Ngati Toa and Ngati Raukawa.' See Native Land Court, Otaki Minute Book 1C, p.231. Te Rauparaha's mother was of Ngati Huia. Ballara noted that Ngati Toa originated as a hapu of Ngati Raukawa and that Te Rauparaha was 'regarded as one of the chiefs of the wider Raukawa people.' See Angela Ballara, *Iwi: the dynamics of Maori tribal organisation from c1769-c1945*. Wellington, 1998, p.154.

[9] See Ballara, *Iwi:* p.81. See also Jane Luiten, 'An exploratory report commissioned by the Waitangi Tribunal on early Crown purchases. Whanganui ki Porirua,' (commissioned research report, Wellington: Waitangi Tribunal, 1992) p.4. Te Pikinga received a gift of greenstone (Te Whakahiamoe) from Ngati Apa.

[10] Matene Te Whiwhi was of Ngati Toa and Te Arawa, a son of Te Rangitopeora and thus a nephew of Te Rauparaha.

[11] See 'Two letters from Ngaati-Toa to Sir George Grey,' translated by Bruce Biggs, *Journal of the Polynesian Society* 68, 4, 1958, pp.261-276.

By the marriage, it appears that Ngati Apa hoped that it would save itself and its lands from devastation. Ward, for example, suggested that it was a strong indication that Ngati Toa was 'planning for a possible return: … intermarriage with the tangata whenua is the basis by which the take tupuna can be established for the children of the marriage.'[12] Ballara recorded that by the marriage 'Te Rangihaeata was bound to Ngati Apa by ties of mutual protection.'[13] Certainly at that stage the hapu of Ngati Apa remained in undisturbed possession of the lands.

On reaching Kawhia, Te Rauparaha informed his people that he intended to return to the south and take possession of the lands, although he proved unable to persuade Ngati Manu, Ngati Rongo, and Ngati Koata to join the planned migration southward. Nor could he persuade Ngati Raukawa to join him. Burns suggested that Te Rauparaha's planned move south was not to conquer but to settle, certain that the district afforded ample scope for settlement without any necessity for displacing Ngati Apa, Rangitane, and Muaupoko.[14] Indeed, Parsonson suggested that Te Rauparaha planned his venture south not as a quest for land but for the status conferred by the number of his allies, the size of the feasts that he could give, the greenstone he could acquire, and the quantity of Pakeha goods he could secure through trading.[15]

Under growing pressure from Waikato in 1820-1821, and following a series of clashes that culminated in defeats at Te Karaka and Waikawau and the siege of Te Arawi, a relatively small (perhaps no more than 300 men, women, and children) group of Ngati Toa left Kawhia and made its way down the coast through Taranaki, harassed by Waikato and Ngati Maniapoto.[16] That movement to Taranaki was known as Te Heke Tahutahuahi. It appears to have been at that stage that Te Rauparaha, possibly uneasy over the ambitions of Te Ati Awa (with whom some in Ngati Toa had close links), decided to try to engage allies, notably his Ngati Raukawa kin:

---

[12] Alan Ward, 'Maori customary interests in the Port Nicholson District, 1820s to 1840s: an overview,' (commissioned research report, Wellington: Waitangi Tribunal, 1998) p.23.
[13] Wi Parata described her as 'a woman of rank of Ngati Apa ... [who had been] made prisoner.' See Native Land Court, Otaki Minute Book 10, pp.144-145. See also S. Percy Smith, *History and traditions of the Maoris of the west coast of the North Island of New Zealand prior to 1840.* New Plymouth: Polynesian Society, 1910, p.386. See Angela Ballara, 'Te Pikinga,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[14] Patricia Burns, *Te Rauparaha: a new perspective.* Wellington: Reed, 1980, pp.101-102.
[15] See Ann Parsonson, 'He whenua te utu,' pp.170-174.
[16] For an account of Te Karaka, see Pei Te Hurunui Jones, *King Potatau: an account of the life of Potatau Te Wherowhero, the first Maori king.* Wellington: Polynesian Society, 1959?

preoccupied with plans for settling the Heretaunga/Ahuriri district (to whence they had removed after their escape from the besieged Hangahanga pa about 1822), Ngati Raukawa declined to join him.[17] Ngati Whakatere (who had been at Hangahanga) and Ngati Kauwhata also left Maungatautari for Taupo as Ngati Haua extended its control of that region.[18]

While in northern Taranaki the heke encountered the estimated 600-strong Amiowhenua expedition then returning northward from its circumnavigation of the North Island.[19] Te Rauparaha joined in the assault on that taua, participating in the sieges of Ngapuketurua and Pukerangiora Pa (on the Waitara River) and in the culminating battle of Te Motunui. About March 1822 the heke, now accompanied by Ngati Tama, Ngati Mutunga, and Te Ati Awa, continued south from Urenui as Te Heke Tataramoa.[20] As Te Heke Tataramoa moved south, it appears that efforts were made, though not entirely successful, to avoid conflict. From Waitotara the heke was escorted by the northern sections of Ngati Apa related to Te Pikinga. The southern sections of Ngati Apa, on the other hand, resented Te Rauparaha's intrusion into their rohe and indeed the heke took several months to move from Matahiwi to Te Awamate and on to Tawhirihoe. It was at that stage that Te Pikinga was left at Rangitikei as 'he pou rohe', that is, as the embodiment of Te Ranghiaeata's authority in the region.[21]

Nevertheless, strains were apparent and indeed some sections of Ngati Apa (who then held Kapiti Island), Muaupoko, and Rangitane had already assembled at Kapiti to formulate a response to the pending arrival of the heke. There a decision was taken to eliminate Te Rauparaha. From the Rangitikei the heke moved south to Manawatu: Ballara noted that Rangitane had withdrawn to Ahu-o-Turanga and that Te Rauparaha

[17] Ballara, *Taua,* p.326.
[18] Ballara, *Taua,* pp.240-241. The Ngati Kauwhata Claims Commission of 1881 found that Ngati Raukawa, including many (but not all) Ngati Kauwhata, left the region in or about 1828, that is, in advance of the Battle of Taumatawiwi in 1830 in which Ngati Haua defeated Ngati Maru and took effective control of the district. See AJHR 1881, G2A, p.4.
[19] Ballara noted that Amiowhenua started as a search for utu from non-kin, but that otherwise no record remains of its wider intentions. See Angela Ballara, *Taua:'musket wars,' 'land wars,' or tikanga? Warfare in Maori society in the early nineteenth century.* Auckland: Penguin, 2003, p.322.
[20] See Te Ahukaramu Charles Royal, *Kati au i konei: He Kohikohinga i nga Waiata a Ngati Toarangatira, a Ngati Raukawa.* Wellington: Huia, 1994, p.17. Crosby estimated that Te Heke Tataramoa included some 2,500 people. See R.D. Crosby, *The musket wars: a history of inter-iwi conflict 1806-1845*. Auckland: Reed, 1999, p.115.
[21] Ballara, 'Te Rangihaeata,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

took to dividing up the apparently empty lands as he went.[22] During that journey, Waimai of Ngati Apa and Muaupoko was killed, apparently in retaliation for the alleged theft of a canoe. In turn, Muaupoko vowed revenge and at Papaitonga killed Te Rauparaha's adult children and others of his party.[23] Te Rauparaha escaped but the fate of Ngati Toa's continued presence on the west coast appears to have hung in the balance.[24]

Kapiti and the Battle of Waiorua, 1824

Te Rauparaha's escape from Papaitonga was followed by almost two decades of disruption, dislocation, conflict, and killings as the resident iwi attempted to eject the invaders and as the latter sought to consolidate their dominion and to extract 'satisfaction.' Te Rauparaha directed his anger first against Muaupoko, their island sanctuaries (Waipata and Waikiekie) in Lake Horowhenua falling to his warriors.[25] Many of the Muaupoko survivors fled, some to the east coast, some to the north to Rangitikei and beyond, and others south to Whanganui-a-Tara.[26] Seeking a stronghold, Te Rauparaha seized Kapiti Island from Muaupoko and Ngati Apa and from there, about 1823, launched punitive raids against Muaupoko. At Hotuiti, Te Rauparaha and Te Rangihaeata also attacked Rangitane and, the marriage of Te Pikinga and Te Rangihaeata notwithstanding, Ngati Apa. Hamua and Ngati Apa under Te Hakeke and Paora Turangapito sought revenge and attacked Ngati Toa at Waimeha near Waikanae.[27]

---

[22] Ballara, *Taua*, p.327.

[23] There are several accounts of the events that took place at Te Wi. Among them are John White, *The ancient history of the Maori, his mythology and traditions.* Wellington: George Didsbury, Government Printer, 1887-1890; and Walter Buller, 'The story of Papaitonga; or, A Page of Maori History [as related by Waretini Tuainuku of Ngati Raukawa],' *Transactions of the New Zealand Institute* 26, 1893, pp.572-584. Te Rauparaha related an account to his son, Tamihana Te Rauparaha, and it appeared as Tamehana Te Rauparaha, 'Te Wi: the massacre there and its consequences as recorded by Tamehana Te Rauparaha,' *Journal of the Polynesian Society* 54, 1, 1945, pp.66-78. Downes noted that the Te Wi massacre was referred to in Bracken's poem *The March of Te Rauparaha*. See T.W. Downes, *Old Whanganui.* Hawera: W.A. Parkinson, 1918, p.139.

[24] See, for example, Robyn Anderson and Keith Pickens, *Wellington District: Port Nicholson, Hutt Valley, Porirua, Rangitikei and Manawatu,* Waitangi Tribunal Rangahaua Whanui Series (Wellington: Waitangi Tribunal, 1996), p.10.

[25] There were six islands, the others being Roha-o-te-Kawau, Pukeiti, Karapu, and Namuiti.

[26] According to Tamihana Te Rauparaha, his father's 107-strong taua killed some 170 Muaupoko at Waikiekie and that every year thereafter, Muaupoko were 'dealt with, until they were gradually exterminated. The survivors went scattered on the mountain ranges. Some [went] to Wairarapa, and some to Wanganui, and others to various other places.' See Tamehana Te Rauparaha, 'Te Wi,' p.73.

[27] Crosby, *The musket wars,* pp.125-126.

In 1824, an alliance of iwi from the lower North Island and the upper South Island launched a major attack on Te Rauparaha's stronghold of Kapiti in an effort to dislodge and eject the invaders.[28] Crosby suggested that the attack represented a pre-emptive strike, conducted in anticipation of the arrival of Te Rauparaha's allies from Taranaki and Maungatautari.[29] In the Battle of Waiorua the defenders, assisted by choppy seas and steep terrain, triumphed over vastly superior forces that Ihaia Te Paki of Ngati Toa described as 'like unto the sands which drift upon the seashore.' [30] Ngati Toa then embarked upon a new series of reprisal raids against Muaupoko (notably at Waitarere), Rangitane (at Karikari), and Ngati Apa (notably at Te Awamate). According to Tamihana Te Rauparaha, a taua also set out 'to punish Muaupoko, Rangitane, and Ngati Apa at Rangitikei,' taking three pa, inflicting heavy casualties, and taking some 1,000 men, women, and children prisoner.[31] Te Rauparaha, his reputation enhanced by the victory at Waiorua, thus embraked upon an effort to establish his hegemony over the west coast from Kapiti to the Rangitikei River.[32] His victory at the Battle of Waiorua also paved the way for the great heke that followed.

The south-bound heke

The movement of iwi southwards into the Porirua ki Manawatu Inquiry District during the two decades preceding the signing of the Treaty of Waitangi was part of a

[28] Matene Te Whiwhi named Whanganui, Rangitane, Muaupoko, Ngati Apa, Ngati Kauhungunu, and Rangitane from Te Wai Pounamu. See Native Land Court, Otaki Minute Book 1, p.140. For an account of this battle, see Elsdon Best, 'Te Whanga-nui-a-Tara: Wellington in pre-Pakeha days,' *Journal of the Polynesian Society* X, 1901, pp.107-165, especially pp.158-164. The paper was published originally in the *New Zealand Mail* (Wellington) in 1894. For an account by Ihaia Te Paki of Ngati Toa, see Downes, *Old Whanganui*, pp.140-144; and for another Ngati Toa account, see Biggs, 'Two letters from Ngaati-Toa to Sir George Grey,' *Journal of the Polynesian Society* 69, 4, 1959, pp.262-276. Matene Te Whiwhi's eye-witness account can be found in Native Land Court, Otaki Minute Book 1, p.140.

[29] Crosby, *Musket wars*, p.137. There is some debate over whether Ngati Awa had returned to Taranaki before the Battle of Waiorua. Ballara, for example, recorded that 'Waiorua was defended mainly by the Taranaki peoples Ngati Hinetuhi and Ngati Rahiri with a few Ngati Toa and Ngati Koata.' See Angela Ballara, 'Te Whanganui-a-Tara: phases of Maori occupation of Wellington Harbour c.1800-1840,' in David Hamer and Roberta Nicholls, editors, *The making of Wellington.* Wellington: Victoria University Press, 1990, p.17.

[30] Ihaia Te Paki was quoted in Downes, *Old Whanganui*, p.144.

[31] See Peter Butler, editor, Tamihana Te Rauparaha, *Life & times of Te Rauparaha.* Wairua, Martinborough: Alister Taylor, 1980, p.33.

[32] See, for example, W. Carkeek, *The Kapiti Coast: Maori tribal history and place names of the Paekakariki-Otaki district.* Wellington: Reed, 1966, p.23; Patricia Burns, *Te Rauparaha: a new perspective.* Wellington: Reed, 1908, p.120; and Jane Luiten, 'Whanganui ki Porirua,' p.5. See also Ballara, 'Te Whanganui-a-Tara,' p.17; and Ballara, *Taua*, p.337.

larger series of internal migratory movements that took place throughout New Zealand.[33] To consolidate and sustain his control, Te Rauparaha required allies. Many groups arrived over an extended period such that separately identifying them all is probably now not possible. Map 1.1 summarises the major movements. The first large group to arrive, about 1824, appears to have included Ngati Tama, Ngati Whakatere, Ngati Hinetuhi, Te Kererewai, Ngati Hineuru, and Ngati Kaitangata. The migration was known as Te Niho Puta.[34] The new arrivals launched further attacks, Ngati Whakatere together with Te Rangihaeata taking the Ngati Apa pa of Pikitara near the Rangitikei River: from that assault the 400 Ngati Apa defenders, led by Te Hakeke and Turangapito, appear to have fled inland.[35] Ngati Apa subsequently inflicted a reverse on Ngati Toa at Pouto. Ngati Tama occupied the lands from Otaki southwards but were ejected by Te Rauparaha: it was possibly at that stage that Waitohi (of Ngati Toa and Ngati Raukawa, and sister of Te Rauparaha and mother of Te Rangihaeata) named the Kukutauaki Stream as the southern boundary of the lands she proposed to reserve for Ngati Raukawa.[36] Te Ati Awa occupied the lands to the south.

Having sought unsuccessfully to establish themselves in Hawke's Bay, where they were defeated by Ngati Kahungunu and their Ngapuhi allies about 1824 at Puketapu on the Tutaekuri River, some of Ngati Raukawa returned to Maungatautari, while others, with their Ngati Whakatere kin, sought to settle the Upper Whanganui, constructing pa at Mangakokoti and Te Onepoto. That effort ended in disaster at the hands of Whanganui. Ngati Toa would later (c1831) assist Ngati Raukawa to assault Putiki-wharanui in a quest for utu.[37] At Maungatautari, facing attacks by Ngapuhi and

[33] Urlich, 'Migrations,' p.32. She listed those movements as in 1821 Ngati Toa from Kawhia to Ohau-Kapiti; in 1822, Te Ati Awa from North Taranaki to Waikanae and the Kapiti Island; in 1824 Ngati Raukawa from Maungatautari to 'Whanganui-Kapiti-Shannon' and of Te Ati Awa from North Taranaki to Kapiti-Te Horo; in 1826 Ngati Raukawa from Maungatautari to Otaki; in 1826-1827 Taranaki to the Kapiti Coast and Port Nicholson; in 1827 and again in 1828 Ngati Raukawa from Maungatautari to Otaki; in 1828 and again in 1832 Te Ati Awa to Waikane; and in 1833-1834 of Te Ati Awa, Ngati Ruanui, and Taranaki to Waikanae.
[34] Ballara, *Taua*, p.338.
[35] Ballara, 'Te Rangihaeata,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[36] Ballara, *Taua*, p.339.
[37] Hutton recorded that during the early 1820s, Ngati Kauwhata and Ngati Te Wehi Wehi found themselves under growing pressure as the peoples of the Tamaki and Hauraki districts, displaced by Ngapuhi, pressed southwards. Giving 1824 as the year in which the first movement south by a large number of hapu identified as or allied to Ngati Raukawa to 1824 took place, he noted that among the first to move were Ngati Kauwhata. He went on to add that this first 'Raukawa' heke appears to have failed at the hands of Whanganui, although some, in the company of Te Ati Awa, reached Kapiti and settled with Ngati Toa. See John Hutton, 'Raukawa traditional history summary report,'

Ngati Whatua, and a protracted conflict with the Hauraki iwi that included a major defeat at Piraunui, large sections of Ngati Raukawa yielded to Te Rauparaha's invitation and moved south in three main heke (Te Heke Whirinui, Te Heke Kariritahi, and Te Heke Mairaro) between 1826 and 1830.[38] Te Whatanui and Nepia Taratoa appear to have made a first visit to Kapiti about 1826, followed by Te Ahukaramu and other rangatira of Ngati Raukawa. The first major group of Ngati Raukawa arrived in 1826-1827. Concurrently, Whanganui attacked Ngati Apa at Waitotara: as a result Ngati Raukawa (who had constructed a pa on the north side of the Rangitikei River at Te Ana) assisted Ngati Apa to defeat Whanganui at Turakina. Ballara noted that that victory 'assisted in developing the bonds between the Rangitikei sections of Ngati Apa and Ngati Raukawa.' She also noted that other sections of Ngati Apa remained on Kapiti with Te Pikinga and Te Rangihaeata and that while Matene Te Whiwhi described them as 'dependents,' Kawana Hunia termed them 'guests.'[39]

In 1827, Te Heke Kariritahi, led by Nepia Taratoa, made its way south. Ngati Toa and Ngati Raukawa assessed the prospects of taking over the whole region: Sparks and Oliver recorded Te Rauparaha's sister Waitohi as asking Te Whatanui to 'bring my kinsfolk back with you – Ngati Kauwhata, Ngati Wehiwehi, Ngati Werawera, Ngati Parewahawaha, and Ngati Huia.' According to Te Manahi of Ngati Huia, in what appears to have been an assertion of independence of Ngati Toa, 'We came at the

---

(commissioned research project, Wellington: Crown Forestry Rental Trust, 2009) p.124. Hutton cited S. Percy Smith, *History and traditions of the Maoris on the west coast, North Island prior to 1840*, Polynesian Society Memoir No.1, 1910.

[38] Matene Te Whiwhi described these events, in Native Land Court, Waikato Minute Book 2, pp.76-77. In 1867 (that is, after the purchase of the Rangitikei-Manawatu block had been 'completed'). In 1867 Walter Buller prepared ' A brief sketch of the migrations of the Ngatiraukawa from Taupo to Cook Strait, and of their wars with the resident tribes.' In it Te Heke Kariritahi was described as a small party of some 80 Ngati Raukawa men who arrived from Lake Taupo on a ceremonial visit; a second party, consisting of some 100 members of Ngati Huia, Ngati Kauwhata, and Ngati Parewahawaha, and named as Te Heke Whirinui, paid a similar visit; about 1830 the major movement of Ngati Raukawa took place through the gorge of the Turakina River. A party of some 200 (from Ngati Kauwhata, Ngati Te Hiihi, and Ngati Kahou) that had left the main body at Kokakotahi in the Upper Turakina, took an inland route along the Oroua River 'driving the Ngatiapa before them,' attacking Rangitane at Hakione and another Rangitane settlement opposite Puketotara. Upon the restoration of peace, Ngati Kauwhata, with the concurrence of Te Kokiri Hamuera, settled on the banks of the Oroua. See AJHR 1867, A19, pp.8-9.

[39] Ballara, *Taua*, p.341. For the pa at Te Ana, see Native Land Court, Whanganui Minute Book 8, p.134.

desire of Waitohi. Had Te Rauparaha called, the people would not have assented.'[40] The third migration, led by Te Whatanui and known as Te Heke Mairaro, thus arrived at Kapiti in 1829. There the new arrivals were invited by Te Rauparaha to settle at Otaki: it was on their return up the coast that Ngati Apa and Muaupoko set out to launch an attack that ended in what Ballara termed 'a lasting peace.'[41] The circumstances under which this arrangement was reached, the reasons each side had for entering into negotiations, and the terms of the settlement reached, remain obscure.[42] Ngati Kauwhata, led by Te Whata and Te Wharepakaru, accompanied Te Heke Mairaro: while the main group continued down the coast, from Turakina it took an inland route.[43] Ngati Kauwhata settled at Mangawhata on the Oroua River. Ballara noted that when he visited Te Rauparaha at Kapiti, the Ngati Kauwhata rangatira Te Whata was informed 'that his places would be Waikawa, Waitohu, and others,' but that Te Rauparaha did not object when Te Whata also claimed Oroua.[44] According to Matheson, Ngati Kauwhata took up residence below Mangawhata; Ngati Hinepare, Ngati Turoa, and Ngati Tahuriwakanui above Mangawhata; among Ngati Rauira, Ngati Whakatere about present-day Shannon; and Ngati Wehiwehi among Rangitane on both banks of the lower Manawatu.[45]

In 1831 Waikato and Ngati Maniapoto, anxious to avenge earlier defeats at the hands of Te Rauparaha and Te Ati Awa, laid siege to Pukerangiora pa overlooking the Waitara River. Of an estimated 3,000-4,000 people trapped, some 1,200 were killed, many of the remainder fleeing to Otaka pa at Ngamotu. Here the defenders were again besieged, but after a battle that commenced on 20 February 1832 – and in which traders Richard Barrett and 'Jacky' Love participated – the attackers were repulsed. In anticipation of further attacks, in June 1832, the largest migration of northern

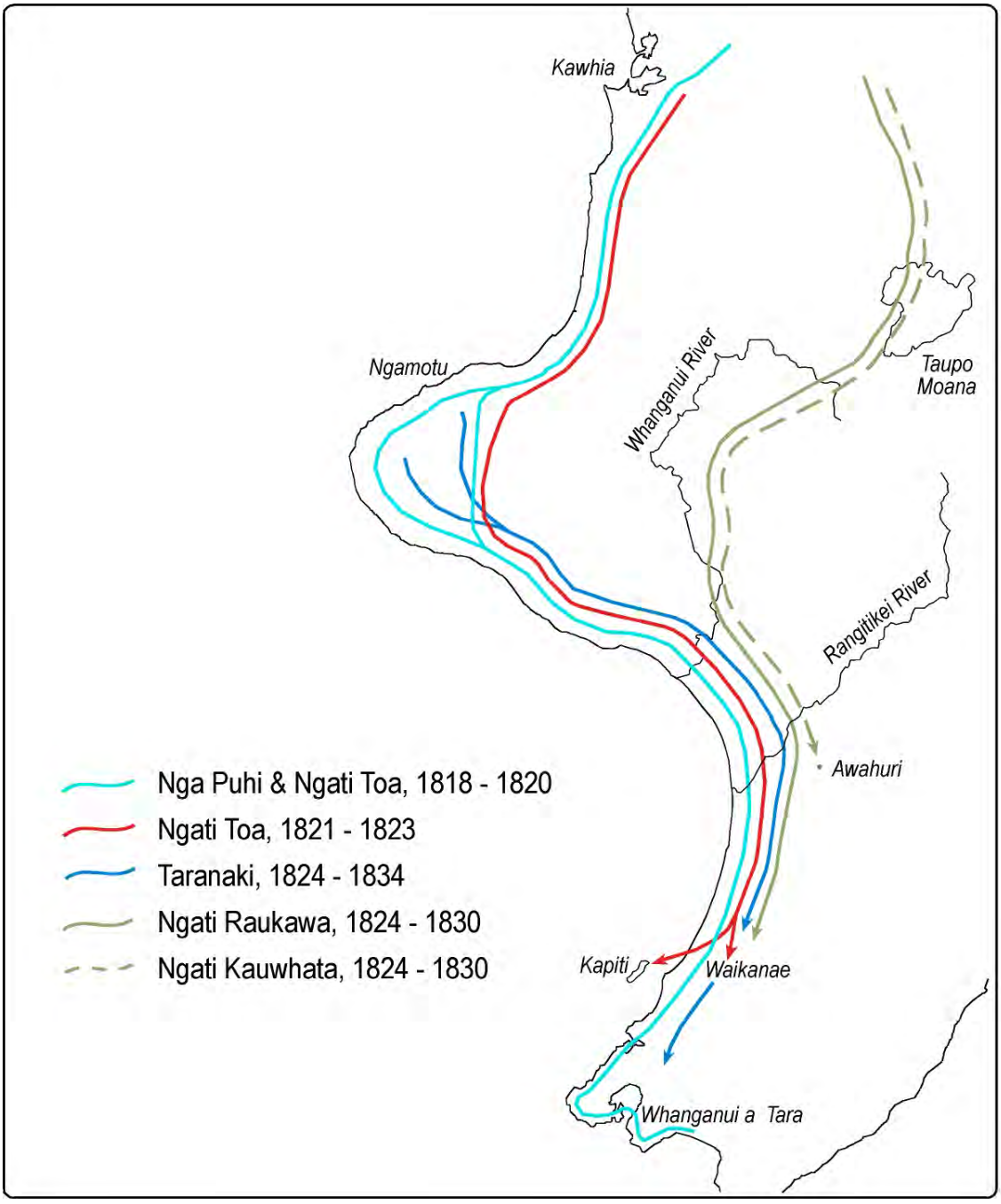
[40] Teremoana Sparks and W.H. Oliver, 'Waitohi,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012. Carkeek noted that Waitohi appears to have contributed significantly to Te Rauparaha's strategic plans and successful conquests. See Carkeek, *The Kapiti coast*, p.41.
[41] Ballara, *Taua*, p.344.
[42] That Ngati Apa, Rangitane, and Muaupoko later reasserted ownership of extensive tracts, either through sale to the Crown or through the Native Land Court, might suggest that the peace achieved was a peace imposed or only grudgingly accepted.
[43] Peter McBurney, 'Ngati Kauwhata and Ngati Wehi Wehi interests in and about Te Rohe Potae district,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2013) p.125.
[44] Ballara, *Iwi*, p.155.
[45] Ian Matheson, 'The Maori history of Rangiotu,' in M. Dixon and N. Watson, editors, *A history of Rangiotu*, Palmerston North: Dunmore Press, 1983, p.7. Cited in Anderson and Pickens, *Wellington district*, p.14.

Taranaki iwi, an estimated 2,000 people, moved south along the Whakaahurangi track to Kapiti in the movement now known as Te Heke Tama Te Uaua.[46] It was followed in 1833 by Te Heke Paukena, consisting of peoples drawn from central and southern Taranaki, while in 1834 the last movement, Te Heke Hauhaua made up of Ngati Tama, Taranaki, and Ngati Ruanui, made its way south. Matene Te Whiwhi noted that this was the 'final heke' of 'Te Ati Awa' and that 'all the Taranaki tribes came down.'[47] Such was the scale of the migration that Ernst Dieffenbach could declare, following a journey to Mokau in 1840, that 'The whole district between Taranaki and Mokau has at present not a single inhabitant.'[48]

[46] For Barrett, see Ronald W. McLean, *Dicky Barrett: trader, whaler, interpreter.* Auckland: University of Auckland Press, 1994; and Angela Caughey, *The interpreter: the biography of Richard 'Dicky' Barrett.* Auckland: Bateman, 1998. Barrett and Love had established a trading post at Ngamotu in 1828. See also Tony Sole, *Ngati Ruanui: a history*. Wellington: Huia, 2005, p.134. The estimate of 2,000 was given by Ballara in 'Whanganui-a-Tara,' p.22.

[47] Native Land Court, Otaki Minute Book 1B, p.62. See also Angela Ballara, 'Ngatata-i-te-rangi,' *Dictionary of New Zealand biography. Te Ara – encyclopaedia of New Zealand*, updated 30 October 2012; and Ballara, *Taua*, p.448 where she recorded that by 1832 or early 1833, 'the whole population of northern Taranaki … had relocated in southern territories … Northern Taranaki remained almost deserted until colonial times.'

[48] Ernst Dieffenbach, *Travels in New Zealand.* John Murray, London, 1843, Volume 1, p.168.



Map 1.1: The major pre-annexation heke southwards into the Porirua ki Manawatu Inquiry District

Dividing the land

It appears to have been around the time of the arrival of Te Heke Kariritahi in 1827 that Te Rauparaha (with support from Waitohi) decided (though not with the full approval of Ngati Toa), to award land to Ngati Raukawa. According to Tamihana Te

Rauparaha, his father 'took possession of this country by conquest from Ngati Apa, Muaupoko, Rangitane, Ngati Kahungunu,' and that he agreed to Ngati Raukawa 'occupying the land with him. He gave a portion of the land to his tribe Ngati Raukawa from Rangitikei to Kukutauaki …' Te Rauparaha then 'lived on as a chief of Ngati Raukawa, he and Te Rangihaeata…' [49] Matene Te Whiwhi, on the other hand, indicated that Ngati Toa 'thought fit to give the land as far as Whangaehu,' while, at Te Rauparaha's directive, Te Ati Awa moved to Waikanae so as to 'leave the land for Ngati Raukawa.' Concurrently, 'Ngati Apa, Rangitane, and Muaupoko left the district and went to the Wairarapa … After a year's absence they returned. Some of them went to Waitotara, some to Whanganui – some to Rangitikei …'[50] Some accounts suggest that it was Waitohi who played the major role in assigning the lands of the west coast to the new arrivals, and indeed in setting the Kukutauaki Stream as the boundary between Te Ati Awa and Ngati Raukawa. What seems clear is that a decision was made to separate spatially the various migrant groups that had assembled at Kapiti: they may have been allies of Te Rauparaha but, as events would demonstrate, some remained rivals.

On arrival, Te Whatanui, contrary, it is claimed, to Te Rauparaha's directive to 'Clear the weeds from my garden,' decided not to exterminate the remnants of Muaupoko: Te Rauparaha continued, though, to exact retribution, notably at Waimeha in 1834.[51] Against the advice of Te Whatanui, Muaupoko, Rangitane, Ngati Apa, and Ngati Te Upokoiri, accepted an invitation by Te Ati Awa to a feast at Waikanae: the hosts fell upon their guests, killing possibly as many as 500 in what became known as the Ohariu massacre or the Battle of the Pumpkins.[52] In the wake of that massacre, Te Whatanui is said to have set aside 20,000 acres for Muaupoko at Horowhenua.

[49] Native Land Court, Otaki Minute Book 1B, pp.59-61.
[50] Native Land Court, Otaki Minute Book 1C, p.376. See also his evidence given to the Manawatu-Kukutauaki investigation, in Native Land Court, Otaki Minute Book 1, pp.145-146. See also Ballara, *Taua*, p.340.
[51] See Rod McDonald, *Te Hekenga: early days in Horowhenua. Being the reminiscences of Mr Rod McDonald.* Palmerston North: Bennett & Co, 1929, pp.17-18.
[52] Ballara, *Taua*, pp.347 and 386.

Haowhenua, 1834

The Ohariu massacre notwithstanding, 1834 appears to have marked the stage at which rivalries emerged among Te Rauparaha's 'allies' and when they began to fight with one another rather than with Ngati Apa, Rangitane, and Muaupoko. If, as Belich claimed, Te Rauparaha maintained his position through 'judicious coercion and conciliation of vassals and allies, in which gift exchange, marriage alliance, and the generous reallocation of land featured as much as force,' then it appears that the arrival of more hapu from the north imperilled the uneasy balance that had been attained by about 1830.[53] The arrival in the Otaki district in 1834 of Ngati Ruanui and Taranaki in the great migration known as Te Heke Hauhaua, appears to have placed considerable pressure on local resources, although some evidence also suggests an intensifying rivalry for control of Waikanae. A series of clashes (apparently precipitated by Ngati Ruanui) involving both Te Ati Awa and Ngati Ruanui, on the one hand, and Ngati Raukawa, on the other, drew in other iwi and culminated in the attack on Haowhenua.[54] On this occasion, Ngati Raukawa was assisted by Rangitane, Muaupoko, and Ngati Apa, as well as some from Ngati Tuwharetoa, Ngati Maniapoto, Whanganui, Ngati Tamatera, and Ngati Maru.[55] Whether Ngati Apa, Rangitane, and Muaupoko supported Ngati Raukawa as tributary peoples (as Ngati Raukawa claimed) or out of fear of the consequences of a Ngati Raukawa defeat is now not clear.[56]

The conflict appears to have divided Ngati Toa, Ngati Te Maunu hapu supporting Te Ati Awa, while Te Rauparaha and Te Rangihaeata supported Ngati Raukawa. Assessments of the outcome vary: some regard the engagement as a defeat for Ngati Raukawa, others suggest that it was of uncertain outcome. Wards described it as a 'draw' after which 'the Raukawa and Ngatiawa settled down to a form of resentful

[53] James Belich, *Making people: a history of the New Zealanders: from Polynesian settlement to the end of the nineteenth century*. London: Allen Lane; Auckland: Penguin Press, 1996, p.205. Ngati Raukawa and Ngati Awa, although both allies of Te Rauparaha, were also enemies and rivals.
[54] For the part played by Ngati Ruanui, see Sole, *Ngati Ruanui*, pp.135-136.
[55] In an account prepared by Buller in 1867 it was claimed that before assistance arrived Ngati Raukawa and Ngati Toa defeated 'the invaders' in four successive battles known respectively as 'Maringi-a-wai,' 'Haowhenua,' 'Te Rereamanuka,' and 'Te Pa-a-te Hauataua.' Three more battles followed, the outcome being that 'the utter defeat and rout of the enemy,' and the establishment of permanent peace among the coastal tribes. See AJHR 1867, A19, pp.8-9.
[56] For the fear of the possible consequences of a Ngati Raukawa defeat see Native Land Court, Otaki Minute Book 1D, p.514.

neutrality.'[57] Anderson and Pickens suggested that 'the result was inconclusive, but … the greater honours probably lay with Te Ati Awa.'[58] Ballara, too, concluded that Ngati Raukawa did not secure total victory and that 'both sides in the quarrel were considered winners and losers.' [59] Ngati Raukawa withdrew to Otaki while the Taranaki iwi consolidated their hold of the Te Hapua area.

In the wake of Haowhenua, the west coast lands appear to have been reallocated: certainly some redistribution of iwi and hapu took place. Ngati Raukawa appears to have occupied the whole district from Rangitikei to Kukutauaki, although some small settlements were left in the occupation of the remnants of the resident iwi. Thus Ihakara Tukumaru of Ngati Patukohuru of Ngati Raukawa recorded that after Haowhenua, Ngati Parewahawaha, Ngati Kahoro, and Ngati Maiotaki went to Rangitikei, while Patukohuru, Ngati Takihiku, Ngati Rakau, Ngati Turanga, and Ngati Teao went to Manawatu. His own hapu of Patukohuru went to Puketotara on the Manawatu River, Rangitane then living a little way above that site and some of Ngati Apa at Oroua. He went on to add that:

> We cultivated at Himatangi for two or three years. We then removed to Te Maire, on the south bank of the river. The other hapus settled at various places on both sides of the river – at Kirikiri, Tupuaerau, Papakiri, Opiki, and Ahimate … Some years afterwards, all these hapus moved down to Te Awahou.[60]

Te Ati Awa took the country from Kukutauaki to Paekakariki and Ngati Toa retained Kapiti and Mana, Pukerua Bay, and Porirua. The last remnants of Ngati Ira and Ngati Kahungunu appear to have left the Kapiti coast.[61]

---

[57] Ian Wards, *The shadow of the land: a study of British policy and racial conflict in New Zealand 1832-1852*. Wellington: Historical Publications Branch, Department of Internal Affairs, 1968, p.217.
[58] Anderson and Pickens, *Wellington district*, p.16. See also Crosby, *The musket wars*, pp.284-287.
[59] Angela Ballara, 'Te Whatanui,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[60] 'The Manawatu purchase,' *Wellington Independent*, 16 April 1868, p.4. Ihakara Tukumaru arrived some time after the heke led by Te Whatanui but before Haowhenua. He described himself and companions as survivors of Te Rotoatara in 1827 that marked the end of Ngati Raukawa's attempts to settle in Hawke's Bay. In Buller's 1867 account Ngati Parewahawaha (led by Nepia Taratoa and Taiaho), Ngati Kauwhata (by Te Whata), Ngati Te Hiihi (by Te Whetu and Te Kohu), Ngati Pare (by Te Matenga and Te Kiharoa), Patukohoro (by Taikapureia), and Ngati Rakau (by Ngaturia) settled on the Rangitikei-Manawatu block. Ngati Whakatere, on the other hand, never resided on the block. See AJHR 1867, A19, pp.8-9.
[61] See Ballara, 'Te Whanganui-a-Tara,' p.25.

Te Kuititanga, 1839

During the later 1830s, a series of engagements involving variously Whanganui and Nga Rauru against combined forces involving Ngati Apa, Ngati Kauwhata, Ngati Raukawa (in particular Ngati Parewahawaha and Ngati Kahoro), Rangitane, and Ngati Te Upokoiri took place, notably at Koatanui and Kohurupo. Following Kohurupo, most Ngati Apa returned to Te Ana and Te Pohue. In the expectation of reprisal raids mounted by Whanganui, Ngati Rauru, and Ngati Ruanui, Nga Wairiki and several Ngati Apa hapu established a defensive position at Paeroa or Parewanui to the north of the Rangitikei River and settlements at Kotaraka, Te Awahou, and Tawhirihoe. Ngati Apa and Nga Wairiki sought and secured support from Ngati Raukawa, some 400 settling at Poutu. Upon Ngati Apa and Whanganui agreeing to end hostilities, most of the people of Ngati Raukawa returned south.

Lingering resentment between Ngati Raukawa and Te Ati Awa, and indeed rivalry between Ngati Toa and Te Ati Awa over land, flared again in the major engagement known as the Battle of Te Kuititanga (a Te Ati Awa pa): it constituted the last inter-tribal conflict on the west coast of the North Island. Dieffenbach suggested that Ngati Raukawa coveted the commercial opportunities offered by Kapiti, while Wakefield claimed that Te Rauparaha 'cunningly fanned the flames' of enmity between Ngati Raukawa and Te Ati Awa.[62] During the battle, in October 1839, the New Zealand Company vessel *Tory* anchored off Kapiti: aboard was William Wakefield preparing to negotiate for the purchase of land, while Henry Williams and Octavius Hadfield were also present.[63] Wakefield recorded that 'Ngatirocowa' was defeated with the loss of 45 killed. Te Rauparaha, he noted, 'with his usual caution, had kept himself out of harm's way … but had gone over late in the contest, with a view, as he told us

[62] Dieffenbach, *Travels in New Zealand*, Volume 1, p.104. He noted that the battle followed the death of Waitohi and may have been planned by Ngati Toa and Ngati Raukawa during her tangihanga held on Mana Island. See also Wakefield, *Adventure in New Zealand*, Volume 1, p.110. According to Heaphy, Te Rauparaha narrowly avoided capture at the hands of 'the Waikanae natives …' See Charles Heaphy, Notes on Port Nicholson and the Natives in 1839,' *Transactions and Proceedings of the New Zealand Institute* 12, 1879, pp.32-39.

[63] Wakefield sent a party ashore at Te Uruhi to try to assist the wounded: it included Ernst Dieffenbach and Charles Heaphy.

afterwards, of making peace, but as people here say, with that of encouraging his allies.' The *Tory's* surgeons found a great deal of work at Waikanae.[64]

The attack on Te Kuititanga was led by Ngakuku and Te Whatanui. Te Ati Awa retreated across the Waikanae River to Arapawaiti pa and, with the assistance of some Ngati Toa and other Taranaki peoples, mounted a successful counter-attack.[65] The Ngati Raukawa forces were forced back to Kukutauaki.[66] Among the many casualties was Ngakuku, while over 50 Ngati Raukawa prisoners were subsequently executed at Kenakena and Te Uruhi. Wakefield endeavoured to arrange a settlement, while Henry Williams was to the fore in arranging a final peace at a meeting on Kapiti Island involving a number of rangatira from Te Ati Awa, Ngati Toa, and Ngati Raukawa.[67] The contemporaneous introduction and adoption of Christianity are credited with helping to bring peace to a region that had endured instability and conflict since at least 1820.[68] Adoption of the new religion also appears to have played a part in encouraging Ngati Apa to remain largely at Parewanui and for Ngati Kauwhata to congregate at the Rangitane settlement of Puketotara (while maintaining control of the Oroua lands). Te Ropu Rangahou o Ngati Apa recorded that the 'lands up the Rangitikei River and across the Rangitikei Manawatu block which once featured permanent and semi-permanent settlements were never occupied by Ngati Apa hapu in the same manner again.'[69]

The pre-annexation history of the Porirua ki Manawatu Inquiry District may usefully be conceived in terms of a number of distinct though not necessarily temporally separate stages. Figure 1.1 does not purport to offer a summary of the district's pre-history but rather to describe its general path.

---

[64] Wakefield to Secretary, New Zealand Company 13 October 1839, in Appendix F, The Company's purchase of land from the Natives 1839-1842, pp.100F- 103F.
[65] Several accounts of this engagement were published, among them Dieffenbach, *Travels in New Zealand.* Volume 1, p.104; Charles Heaphy, *Narrative of a residence in various parts of New Zealand: together with a description of the present state of the Company's settlements.* London: Smith, Elder 1842; and Wakefield, *Adventure in New Zealand*. Volume 1, p.110. See also Carkeek, *The Kapiti coast*, pp.55-63.
[66] Ballara, *Taua*, p.353; and Crosby, *Musket wars*, p.344.
[67] Williams is also credited with dissuading Ngati Ruanui from joining the conflict.
[68] The role that Christianity may have played is considered further below.
[69] Te Ropu Rangahou o Ngati Apa, *Ngati Apa*, p.59.

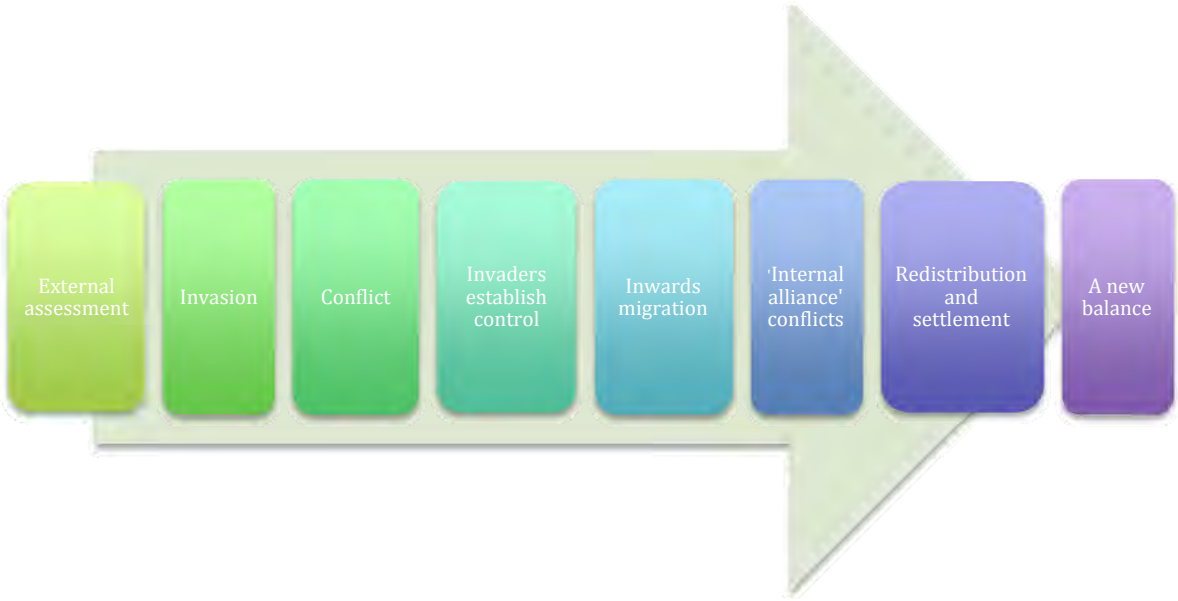


Figure 1.1: The pre-annexation history of the Porirua ki Manawatu Inquiry District: a diagrammatic representation

Throughout the conflicts and battles of the 20 years prior to the signing of the Treaty, Ngati Apa and Muaupoko appear to have suffered most at the hands of the invaders, Muaupoko especially so. Rangitane, on the other hand, had the forested hills and their lands to the east of the Tararuas as a refuge. As the now numerically dominant force, Ngati Raukawa settled the area from Kukutauaki north, largely along the coastal districts, to beyond the Rangitikei River; Rangitane remained in the largely forested reaches of the Manawatu River; Ngati Apa appears to have congregated at Parewanui and further north towards Turakina and Whangaehu; to the south of Kukutauaki were Ngati Toa and further south again Te Ati Awa; while Muaupoko remained largely at Horowhenua.[70]

The Porirua ki Manawatu Inquiry District c1840: early Pakeha assessments

By about 1840 the violence that had enveloped the Porirua ki Manawatu Inquiry District during the preceding 20 years had abated: the many iwi and hapu that had moved south during the preceding 20 years had dispersed through the region, while

[70] In 1896 Wirihana Hunia testified that Muaupoko 'all gathered together at Horowhenua,' some having gone to Rangitikei, others to Arapaoa in the South Island. See AJHR 1896, G2, p.48.

the arrival of increasingly powerful forces of change, among them, missionaries with a new faith, traders seeking to exploit the region's natural resources, squatters in search of grazing, and those seeking to purchase land, had begun to generate new opportunities and new challenges. A number of these early Pakeha arrivals left records of their impressions. Thus, Hadfield recorded that when he arrived in 1839:

> The Ngatiraukawa were then in undisputed possession of the district. The previous owners, the Ngatiapa, had been conquered by them, and were held in a state of subjection, some being actually in slavery at Otaki and Kapiti, others resided on the land as serfs, employed in pig hunting and such like occupations. They had ceased to be a tribe. Even that portion of the tribe which lived between Rangitikei and Whanganui was in a state of degradation. It was without mana. There would be no room for questioning the title of Ngatiraukawa. It was a self-evident fact that they were in undisputed occupation.[71]

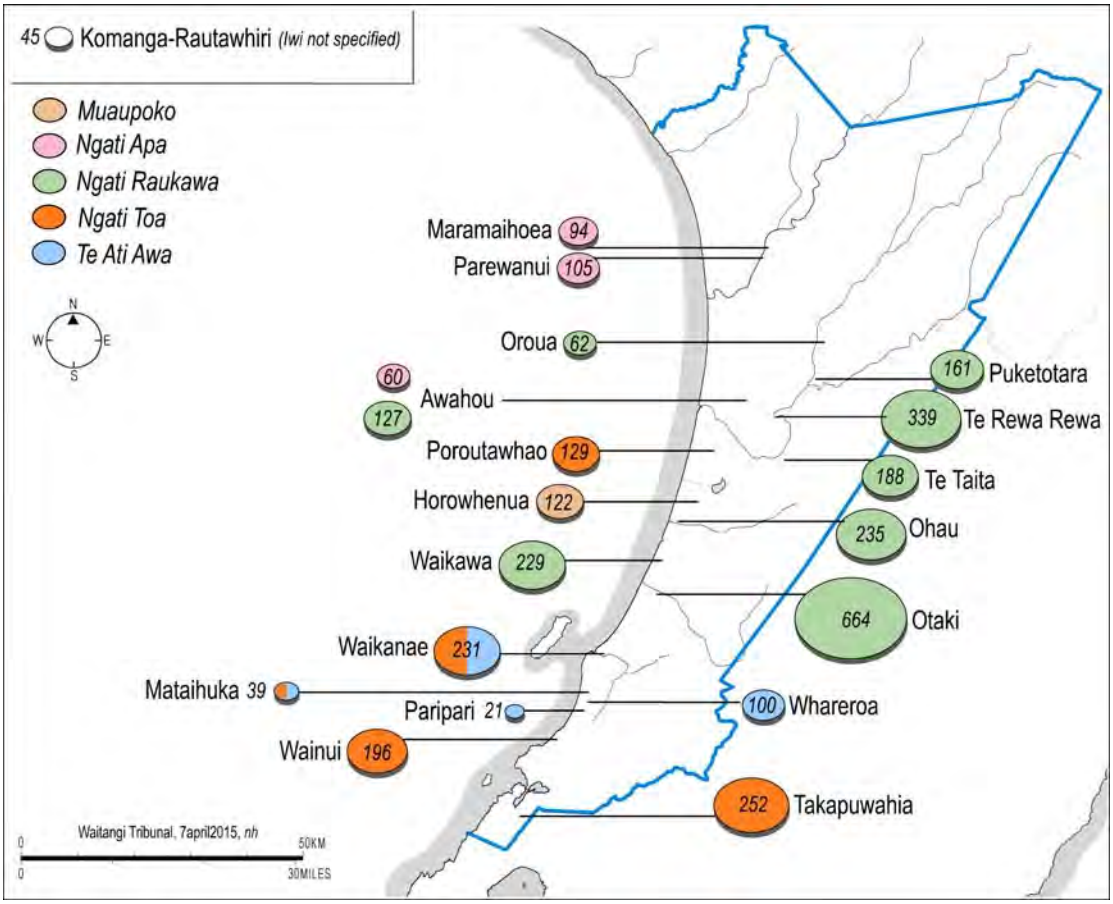
Sent by William Wakefield to establish with whom the New Zealand Company should negotiate for the purchase of land between Lake Horowhenua and the Rangitikei River, Amos Burr reported that 'If he wished to purchase that land he would have to purchase it from Ngatiraukawa, as it belonged to them.'[72] George Clarke, Sub-Protector of the Aborigines, Southern District reported that Ngati Raukawa 'completed the conquest of the country from Wangaehu to Otaki, completely annihilating the original tribes that Te Rauparaha had not reduced to subjection.'[73] Charles Kettle, in 1844, informed a select committee of the House of Commons that the Manawatu belonged to Ngati Raukawa. 'It was taken by Rauparaha and Rangihaeta [*sic*] from three tribes who had possession of the river … They killed nearly the whole of those peoples; and … they gave the land to Whatanui. This country is now claimed by him, and Rangihaeta and Rauparaha do not claim it at all.' Tribal numbers had been greatly reduced and the survivors enslaved until freed by Te Whatanui and allowed to live with Ngati Raukawa.[74] E.J. Wakefield rarely referred to Ngati Apa, although on reaching the Rangitikei River, he noted that at Parewanui 'the whole of the Ngatiapa residing on this river, who are not above a hundred in number, have their abode.' He also recorded meeting some of that iwi near

[71] AJLC 1896, No.5, p.7.
[72] Buick, *Old Manawatu*, p.262.
[73] George Clarke to Chief Protector Aborigines 14 June 1843, Appendix to Report from Select Committee, House of Commons, on New Zealand. Cited in AJLC 1896, No.5, p.6.
[74] C.H. Kettle, Notes of evidence before Select Committee, House of Commons 20 June 1844. Cited in AJLC 1896, No.5, pp.6-7.

the Oroua River, 'a remnant of the few natives left in tributary freedom after Rauperaha's [*sic*] invasion.'[75]

It is unclear how much weight should be accorded such accounts, not least since they did not nominate their sources. Wakefield, in particular, has attracted considerable criticism: Armstrong cast doubt on his claims, arguing that, in pursuit of its efforts to acquire the Manawatu lands, it suited Wakefield and the New Zealand Company to describe Ngati Apa as vassals of Te Rauparaha and as living on the land on sufferance.[76] Perhaps a more reliable account was that offered by Native Secretary H. Tacey Kemp in 1850: it at least was based on first-hand field observations. Ngati Raukawa, he recorded, 'inhabit all that country lying between Kukutauaki … and the main river of Rangitikei. The claim of the Ngatiraukawa to the whole of the district … is … undisputed.' He described Muaupoko at Horowhenua as 'a remnant of the original occupants … and have been allowed to remain there ever since the country was taken possession of by Ngatiraukawa.' Further, the Ngati Apa were also 'a remnant of the original people … [who] look with a jealous eye on their old conquerors, the Ngatiraukawa, by whom they were recently permitted to sell the land on the north side of the river.'[77] Kemp conducted a 'census' and the results are depicted in Map 1.2. The lack of any reference to Rangitane is noteworthy, suggesting that Rangitane had moved up the Manawatu River into districts that Kemp did not visit.

[75] E.J. Wakefield, *Adventure in New Zealand*, Vol. II, pp.227 and 235.
[76] See David Armstrong, '"A sure and certain possession."' The 1849 Rangitikei- Turakina transaction and its aftermath,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2004).
[77] *New Zealand Gazette* (Province of New Munster), 3, 16, 21 August 1850, p.77.



Map 1.2. The Maori population of the Porirua ki Manawatu Inquiry District, 1850, by iwi, numbers, and location according to Kemp

The pre-annexation conflicts and their outcomes: iwi perspectives

In developing their relationships with the Crown and, in particular, in setting out their claims to land, the iwi involved advanced individual accounts of the course and outcomes of the pre-annexation wars. Those accounts informed the stance each took with respect to ownership and to negotiations over alienation. This section offers a summary not of the accounts in their individual entirety, but of those elements which bore directly on those negotiations and thus those that the Crown confronted and had to assess and weigh. The objective then is to describe those elements as they were articulated during the 1850s and 1860s. Considerable but not exclusive recourse is thus had to the evidence presented during the 1868 Himatangi hearing. Some evidence is drawn from later petitions and from the proceedings of the 1896 Horowhenua Commission: that later evidence is employed to illuminate that

presented earlier. Much of the evidence presented was deliberately shaped to support the various claims to the Rangitikei/Manawatu lands. While therefore its accuracy and reliability may be open to doubt and indeed to serious question, it nevertheless embodied and gave recorded form to the claims and counter-claims presented by iwi to the Crown practically from the outset of its attempts to acquire land within the Porirua ki Manawatu Inquiry District. The objective is not to assess that evidence but to try to identify and describe, in brief compass, the main arguments that would underlie and pervade the debates, hearings, and negotiations over the ownership of land and its alienation.

During the 1868 Himatangi hearings, Tamihana Te Rauparaha (who appeared for the Crown) offered a Ngati Toa perspective on the pre-annexation conflicts, the distribution of land among the new arrivals, and the fixing of boundaries. He attested that while Ngati Toa and Ngapuhi had defeated Ngati Apa during the first invasion, 'they retained their independence. Their "mana" remained with them. There were none taken prisoners. They were saved alive and left on their own place … The resident tribes on this coast were left in quiet possession of their lands when Te Rauparaha returned to Kawhia.'[78] Again, on his return from Kawhia, he 'left Ngati Apa – Muaupoko – Rangitane quietly in possession of their lands … they were left with "mana." Those who were taken away went as "manuhiri" and came back peaceably.' [79] He acknowledged that, after Te Wi, Te Rauparaha had 'patue'd' Muaupoko, although he seemed disposed to downplay the scale of the retribution exacted. Moreover, he described Ngati Raukawa as his father's 'soldiers,' whose task was it was to 'kai mahi,' specifically to catch eels.[80] He claimed that Ngati Apa and Rangitane lived 'peaceably' between the Rangitikei and Manawatu Rivers and that he 'did not hear that they were ejected by Ngati Raukawa.' He claimed not to know who had put Ngati Raukawa in possession of either Otaki or Manawatu, nor that Te Rauparaha had directed Te Ati Awa to vacate Otaki in favour of Ngati Raukawa. Up to and beyond 1840 the mana of Ngati Apa was 'greater than that of Ngati Raukawa.' Muaupoko, on the other hand, held no mana south of the Manawatu River except

[78] Untitled, *Wellington Independent* 2 April 1868, p.3.
[79] Tamihana Te Rauparaha kept slaves from among Muaupoko. Indeed, the *Evening Post* accused him and Paramena Te Naonao of perjury over the matter of slave-holding. See "Native Land Court, Otaki,' *Evening Post* 9 April 1868, p.2.
[80] The *Wellington Independent* reported that Tamihana Te Rauparaha asserted that his father's 'own relations were to be subservient to him.' See Untitled, *Wellington Independent* 2 April 1868, p.3.

'within their fences' at Horowhenua, a boundary that Te Rauparaha (not Te Whatanui) had arranged in 1840.[81] At the same time, he claimed that at the time of the Rangitikei-Turakina sale, Ngati Raukawa and Ngati Toa 'returned to Ngatiapa land on the other side of Rangitikei and this side of Rangitikei up [down] to Manawatu,' and then added that 'it was not Ngatiraukawa that held the "mana" of the land but Te Rangihaeata.'[82] He also claimed that Te Rauparaha had 'fixed the end of Ngati Apa "mana" at Manawatu,' and further that he returned the land to the three tribes in 1840.[83] In short, declared Tamihana Te Rauparaha, 'The great boundary of the "mana" of Ngatiapa, Rangitane, and Muaupoko is the Manawatu river. All the land on the other side belongs to them,' and insisted that Te Rauparaha had fixed the boundary at the Manawatu River 'at the time of the "blanket treaty."'[84]

Others of Ngati Toa, among them, Nopera Te Ngiha, Hohepa Tamaihengia, Rakapa Kahoki, Te Karira Tonua, and Ropata Hurumutu, stressed the welcome accorded the Ngati Toa heke by the Whangaehu and Turakina sections of Ngati Apa. They maintained that Ngati Apa had always occupied the lands between the Whangaehu and Manawatu Rivers, that Te Rauparaha gave land to Ngati Raukawa as far as the Manawatu River; that Ngati Raukawa neither fought nor enslaved Ngati Apa; that Ngati Apa remained in possession at Rangitikei 'since we left them there at the time of the heke,' on account of 'the woman taken by Te Rangiahaeta [*sic*],' and that Te Rangihaeata held mana over Rangitikei sufficient to protect Ngati Apa from being enslaved.[85] It was also claimed that Ngati Raukawa, without the approval of Te Rauparaha and Te Rangihaeata, occupied Rangitikei after Haowhenua and in company with Ngati Apa, because they and Ngati Apa were 'equals' and 'friends' and were afraid of Te Ati Awa, and finally that Ngati Apa could have ejected Ngati Raukawa had it elected to do so.[86] Wi Tamehana Te Neke of Te Ati Awa claimed that Ngati Raukawa lived on both sides of the Manawatu after Haowhenua but that they did not destroy the mana of Ngati Apa.[87] Herewini Tawera of Ngati Te Upokoiri

[81] Native Land Court, Otaki Minute Book 1D, p.385.
[82] Native Land Court, Otaki Minute Book 1D, p.386.
[83] Native Land Court, Otaki Minute Book 1D, pp.387-388.
[84] Untitled, *Wellington Independent* 2 April 1868, p.3.
[85] Native Land Court, Otaki Minute Book 1D, pp.413-414. Nopera Te Ngiha, Hohepa Tamaihengia and Ropata Hurumutu were part of the original Ngati Toa heke.
[86] Native Land Court, Otaki Minute Book 1D, p.405.
[87] Native Land Court, Otaki Minute Book 1D, pp.421-423.

claimed never to have heard that Ngati Raukawa drove away or enslaved Ngati Apa, or, indeed, of Ngati Raukawa assuming mana over Rangitane after Haowhenua.[88]

In a statement dated 20 May 1873, Nopera Te Ngiha, Ropata Hurumutu and 23 others of Ngati Toa, described the events prior to 1830 and then noted that:

> After all this, Ngati Raukawa came to Kapiti. These two tribes were still killing the original inhabitants, and were determined not to let any of them live. Rauparaha and Ngatitoa gave all the country to Ngatiraukawa – Otaki, Huritini, Waikawa, Ohau; Papaetonga was left for Rangiheata [*sic*]; Horowhenua was given to Whatanui – Manawatu, Rangitikei, Turakina, and Wangaehu [*sic*]. Ngatiraukawa then made peace with those people – with Muaupoko, Rangitane, and Ngatiapa, and now for the first time they came down from the trees up the mountains; Muaupoko and Rangitane to Te Whatanui; Ngatiapa to Horomana Te Remi and Nepia Taratoa, and down among Ngatiraukawa. We then went and killed Takare, paipai, and Rautakitaki, besides women and children, amongst the garments of Ngatiraukawa … this was the last of our killing. They were protected by Ngatiraukawa. Te Rauparaha would have destroyed them all, lest the weeds should spring up.[89]

Ngati Raukawa's perspective was built around the themes of conquest, subjugation, displacement, rellocation of resources, and later generosity and kindness. All were advanced and explored by Parakaia te Pouepa in the evidence he presented to the Native Land Court on 12 March 1868. That evidence was summarised in such a way as to render some of it difficult to follow, but he did refer to Te Rauparaha's invitation to Te Whatanui to 'occupy this country between Turakina and Porirua;' to Te Rauparaha's desire that Ngati Raukawa should 'destroy Muaupoko and Rangitane – no word about Ngatiapa;' and to Ngati Raukawa's apportionment of 'the lands at Manawatu and Rangitikei between themselves.' He went on to add that 'In 1830 peace having been partially made Ngati Apa came and lived under the protection of Ngatiraukawa – all the land had been taken by Ngatiraukawa and Ngati Apa occupied by their permission and under their protection.'[90] Finally, he claimed that Ngati Raukawa had the mana of the land on the north side of the Rangitikei River in 1840, adding that 'Ngati Apa could not have sold if they wished.'[91]

---

[88] Native Land Court, Otaki Minute Book 1D, p.507.
[89] T.C. Williams, *A page from the history of a record reign.* Wellington: McKee and Co, 1899, p.37.
[90] Native Land Court, Otaki Minute Book 1C, p.201.
[91] Native Land Court, Otaki Minute Book 1C, p.203.

Parakaia Te Pouepa was supported by Matene Te Whiwhi: he recounted the arrival of Ngati Toa in the region, the events at Te Wi, the battle of Waiorua, and the arrival of the Taranaki peoples in 1825 and of Ngati Raukawa in 1827-1828. He noted that 'Ngatitoa thought fit to give the land as far as Whangaehu to Ngatiraukawa … Ngatitoa chiefs assented and gave Te Ahukaramu the land … Te Rauparaha then told Ngatiawa to go to Waikanae and leave the land for Ngatiraukawa.' He added that Ngati Raukawa defeated Whanganui at Kohuporo in the 1830s, the result being that 'The "mana" of Ngati Raukawa was thus established up to Turakina – the greater part of Ngati Apa were with Rangihaeata at Kapiti – as dependents of Rangihaeata.'[92]

Not all of Ngati Raukawa agreed. Thus Ihakara Tukumaru (Patu Kohuru) indicated that he arrived in the second heke and 'did not hear the chiefs of Ngati Raukawa claim mana over the Rangitikei and Manawatu,' and that it was following Haowhenua that Ngati Raukawa moved into the Manawatu and the Rangitikei districts.[93] On the other hand, in 1873, he affirmed that while Te Rauparaha had ordered the destruction of all those who attacked Kapiti, 'The word of Whatanui went forth: "No, let them live; leave them as servants for Ngatiraukawa." That was the word that protected those tribes against Te Rauparaha and his tribes.'[94] Horomona Te Toremi, who arrived with the last Ngati Raukawa heke, claimed that they were 'well received' by Ngati Apa and that he did not see any Ngati Apa slaves.[95] After Haowhenua, he indicated, some Ngati Raukawa hapu decided to go to Rangitikei, to befriend Ngati Apa. But, he added, 'We were not invited but went of our own accord – don't know about Hakeke inviting us – we went there after Haowhenua, and made friends after we got there.'[96] Kereopa Tukumaru (brother of Ihakara) attested that Ngati Apa and Ngati Raukawa both occupied the land between Rangitikei and Manawatu, while

[92] Native Land Court, Otaki Minute Book 1C, pp.197-199. Henare Matene Te Whiwhi, of Ngati Huia and Ngati Kikopiri, was the son of Rangi Topeora, the sister of Te Rangiaheata and a woman who held a prominent place among Ngati Toa and Ngati Raukawa. Oliver notes that he travelled with the first section of Te Heke Tahu-tahu-ahi about 1821, lived through the turmoil of the 1820s and 1830s, sought to ensure peace for his people, and was instrumental in the introduction of teaching of Christianity into the Otaki district. With Tamihana Te Rauparaha, he encouraged Maori to appoint a Maori king, only later to oppose the movement he had helped to found. See W.H. Oliver, 'Te Whiwhi, Henare Matene,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[93] Native Land Court, Otaki Minute Book 1E, p.596.
[94] T.C. Williams, *A page from the history of a record reign.* Wellington: Thomas McKee & Co, 1899, p.36.
[95] Native Land Court, Otaki Minute Book 1E, pp.570 and 576.
[96] Native Land Court, Otaki Minute Book 1E, p.573.

Rangitane were at Oroua and Manawatu. There was, he suggested, 'no great fighting between Ngati Raukawa and Ngati Apa. Ngati Raukawa claim mana over the land, Ngati Apa have mana, both had mana.'[97]

Another account prepared by Parakaia Te Pouepa was included in Williams's *The Manawatu purchase completed or the Treaty of Waitangi broken,* published in the same year as the first Himatangi hearing, 1868: the account bears the date of 23 October 1866. In it Parakaia Te Pouepa emphasised the importance of Waiorua following which Ngati Toa 'turned upon Ngati Apa, conquered them, and cut up Rangitikei and Manawatu, dividing to each man his portion.' He described the Raukawa heke, and claimed that on arriving at Turakina in July 1830, Ngati Raukawa defeated Ngati Apa and did so again at Rangitikei and Oroua, and, indeed, Rangitane at Manawatu. 'We took possession there and then of the land in the year 1830.' He went on to record that, with Ngati Toa, Ngati Raukawa attacked Muaupoko and Rangitane (at Hotuiti) and divided their lands, but that 'Ngatiapa were not interfered with.' According to Parakaia, 'The men of those tribes whom we had enslaved were allowed to call in those who had escaped on former occasions, and we permitted them to dwell in our midst with their several masters. Each pointed out to his master, of Ngatiraukawa, their lands which were taken possession of accordingly …' Ngati Raukawa the joined Ngati Apa in a battle with Whanganui in which the latter were defeated at Putikiwharenui: peace was made in 1831. He referred to Haowhenua in which Ngati Apa, Rangitane, and Muaupoko who 'were living at that time in our midst,' participated on the side of Ngati Raukawa. 'Those tribes, Rangitane and Ngati Apa, though living in our midst were living in subjection, without authority over the land … Ngatitoa then attacked and defeated Muaupoko, then dwelling in our midst. They took their pa (Papaitonga), and divided their land amongst themselves in the year 1831.' Parakaia suggested that upon the arrival of Christianity, 'those tribes … were spared and became free. Fighting ceased in 1839.'[98]

The Ngati Raukawa narrative was set out very clearly by Rawiri Te Whanui. He recorded that Te Rauparaha 'first conquered the inhabitants of this country; after that,

[97] Native Land Court, Otaki Minute Book 1E, p.582.
[98] Papakaia Te Pouepa's account can be found in Thomas C. Williams, *The Manawatu purchase completed or the Treaty of Waitangi broken.* London: Williams and Norgate, 1868, pp.9-11.

Ngatiraukawa conquered them.' Ngati Raukawa saved those peoples from extermination, making 'slaves and servants of them. They, the original owners, were very humble and submissive to Ngatiraukawa … dwelling in subjection … Only when the Gospel came did the original owners begin to hold up their heads and exalt themselves.' [99] Matene Te Whiwhi simply claimed that 'The Ngatiapas and Rangitanes had lost all authority over these lands as far as the Wairarapa long before the Treaty of Waitangi came in 1840.'[100]

With respect to Muaupoko and the Manawatu-Kukutauaki block, Matene Te Whiwhi claimed that Te Rauparaha stopped killing Muaupoko after Te Whatanui had established his mana over Horowhenua and over Muaupoko. The five tribes claiming the block never gave land to Ngati Raukawa and Ngati Raukawa never gave land to Muaupoko at Horowhenua: as far as Te Whatanui was concerned, Muaupoko held neither mana nor authority, 'they were nobody.' The five tribes never gained satisfaction for their defeats, demonstrating that 'they were beaten & had no mana.' Interestingly, he noted that while he had secured some of the evidence secured from his parents, 'most came within my own knowledge.'[101] He went on to note that the boundaries of the conquered lands were set by Ngati Toa before Ngati Raukawa arrived, Whangaehu being the northern boundary.[102] Henare Te Herekau recounted past skirmishes and fights and swore that Te Whatanui had spared Muaupoko so that they might be his slaves.

In the course of the Horowhenua investigation, Tamihana Te Rauparaha claimed that his father 'gave all this place Horowhenua to Te Whatanui and the people living there in the character of slaves – the right relative to Horowhenua was with Te Whatanui … and the Muaupoko bore the same relation to him as the eels in the weirs … These few people (Muaupoko) were preserved by Te Whatanui … [Te Rauparaha] would have killed the lot of them.[103]

[99] Rawiri Te Whanui 26 June 1867, in Williams, *The Manawatu purchase,* p.11. See also Statement by Rawiri Te Whanui 26 June 1873, quoted in Williams, *A letter,* Appendix p.cvi.
[100] Matene Te Whiwhi, in Williams, *The Manawatu purchase,* p.12.
[101] Native Land Court, Otaki Minute Book 1, pp.147-148.
[102] Native Land Court, Otaki Minute Book 1, p.152.
[103] Native Land Court, Otaki Minute Book 2, pp.26-27.

In their 1880 petition, the Ngati Raukawa chiefs set out a brief and consummate narrative. They stated that:

> When Te Whatanui came to Kapiti on a visit, Te Whatanui first saw Europeans and guns. On the departure of Te Whatanui for Maungatautari, Te Rauparaha in bidding him farewell said, go, and when you see Ngatiraukawa bring them to come and live upon my land at Whangaehu, Rangitikei, Manawatu, and Otaki. When Te Whatanui came with his people to live upon the lands, they found it without inhabitants, that is the sea coast. All the people (Nga morehu) of those tribes that had not been killed had gone to the bush, to the mountains, for fear of Te Rauparaha and his Tribes.
>
> When Ngati Raukawa arrived they went to Kapiti to meet Te Rauparaha. Te Rauparaha said that Ngati Raukawa were to locate themselves between Whangaehu and Kukutauaki the boundary of Ngatiawa, and were to include Turakina, Rangitikei, and Manawatu. Some of Ngatitoa belonging to Te Rauparaha and Te Rangihaeata also resided with Ngatiraukawa. Te Rauparaha also told Te Whatanui to exterminate all the people of Ngatiapa, Rangitikei, Rangitane, and Muaupoko, that the land ought to be free for Ngatiraukawa and for his own tribe to live upon. Te Whatanui did not consent to those words of Te Rauparaha that the people should be killed. Te Whatanui said that he did not consent to kill those tribes but that they must be spared. Te Rauparaha was sad that Te Whatanui had determined to spare those tribes. Ngatiraukawa then took possession of these lands. Those tribes then came back to Ngatiraukawa on the land and resided amongst them, but having no right (mana) to the land continued to do so until the arrival of [the] Treaty of Waitangi.[104]

During the Himatangi investigation, Ngati Kauwhara, through Tapa Te Whata, recounted the journey from Maungatautari to Taupo and thence to the upper Turakina, and recorded that while Ngati Raukawa 'went out to the sea beach … we the Ngati Kauwhata and Ngati Huia [led by Te Auturoa] came across inland through the bush to Rangitikei … we came down the Rangitikei on the north side. Stayed at … a Ngati Apa settlement since called Parewanui … and [subsequently] crossed the Rangitikei to south side to Poutu.' From Poutu, Te Whata travelled up the Rangitikei River to Waitaha and thence to Parewhahariki: along the way the party encountered some groups of Ngati Apa, but no serious fighting appears to have taken place. Te Whata reached Oroua and finally selected Awahuri as the site of the iwi's first major settlement. The party then proceeded to Otaki and Waikanae and finally re-joined Te Whatanui at Kapiti. According to Te Whata, Te Rauparaha assigned lands to those

[104] ANZ Wellington ACIH 16046 MA13/25/16a.

assembled. Ngati Kauwhata returned to Oroua to meet the Ngati Apa chiefs Te Raikokiritia, Te Hanea, and Te Auahi: Ngati Apa offered and Ngati Kauwhata accepted land. In his account to the Aorangi investigation, Tapa Te Whata indicated that Ngati Kauwhata were gifted Whakaari and Aorangi upon returning the daughter of Kokiri. Following the Battle of Haowhenua, Ngati Kauwhata appears to have divided, one group settling at Oroua, a second at Pukehou, while a third group settled alongside Rangitane at Puketotara. During 1839 another large group of Ngati Kauwhata moved south, possibly, according to Ballara, under Mokowhiti.[105]

For Ngati Apa, Kawana Hunia declared Rangitikei to be the land of his tupuna and claimed that Ngati Apa's mana extended as far south as the Manawatu River while five hapu (named as Ngati Kokohu, Ngati Tapuiti, Ngati Pouwhenua, Ngati Kura, and Ngati Maikuku) claimed further south. He noted that Ngati Apa, Rangitane, and Muaupoko lived peaceably together in the one rohe; described the events involving Te Pikinga; set out details relating to the passage of the first heke and cited the warning given to the Ngati Toa chiefs to 'be careful of Muaupoko.'[106] He described the arrival of Ngati Raukawa and Te Rauparaha's directive to that iwi to settle at Otaki, Te Whananui's expedition up the Manawatu, and the latter's offer of peace. 'Some of Ngatiapa agreed,' recorded Hunia. 'My father said to Turangapito "Let us return to Rangitikei." Muaupoko staid [*sic*] at Horowhenua and Rangitane went to their places – Ngatiraukawa then returned to Otaki – then there was peace. Ngati Apa did not give up an acre of land … I heard that this peace was maintained afterward.'[107] He noted that Ngati Apa assisted Ngati Raukawa during Haowhenua, the iwi apprehensive that should Te Ati Awa defeat Ngati Raukawa it would then turn on Muaupoko.[108] It was at that stage, according to Hunia, that Nepia Taratoa proposed to move north to Rangitikei. Te Hakeke agreed, although Turangapito remained opposed.[109] According to Hunia, when Turangapito declared his intention of killing Nepia, Te Hakeke insisted that 'Nepia is under my protection, if he leaves my "maru" it will be different.'[110] At first Nepia lived at Te Ana on the north side of the Rangitikei River and subsequently at Te Poutu. Slowly others of Ngati Raukawa

[105] Native Land Court, Otaki Minute Book 1D, pp.613-639.
[106] Native Land Court, Otaki Minute Book 1D, p.514.
[107] Native Land Court, Otaki Minute Book 1D, p.518.
[108] Native Land Court, Otaki Minute Book 1D, p.514.
[109] Native Land Court, Otaki Minute Book 1D, p.519.
[110] Native Land Court, Otaki Minute Book 1D, p.520.

made their way north: they were, claimed Hunia, ejected 'because it was "tikanga Maori" not to interfere with the peace which had been made and there was plenty of land for us both.'[111] Others of Ngati Apa agreed that Ngati Raukawa arrived at Rangitikei after Haowhenua: thus Hamuera Te Raikokiritia noted that 'The Ngati Raukawa on Rangitikei-Manawatu after Haowhenua were Nepia Taratoa [and] Ngati Parewahawaha.'[112] He added that 'Te Whata was a chief of Ngati Kauwhata and he and his whanau were staying at Oroua before Haowhenua, they were a small party allowed to live there on account of my father, Te Raikokiritia, being friendly with Te Whetu who had captured my mother.'[113]

Kawana Paipai of Whanganui claimed that Ngati Apa had mana from Whanganui to Kapiti, that Ngati Apa met Ngati Toa at Waitotara, 'made friends' and 'gave' Kapiti to Te Rauparaha, and that after Haowhenua, Ngati Raukawa returned with Ngati Apa to the Rangitikei-Manawatu but the mana remained with Ngati Apa.[114] Mete Kingi Te Rangipaetahi claimed that Ngati Raukawa and Te Ati Awa were 'mate' after Haowhenua and that 'The people of Rangitikei and Manawatu did not suppose that Ngati Raukawa were going to settle permanently.'[115]

Some divisions of opinion appeared within Rangitane, certainly between Hoani Meihana Te Rangiotu Te Rangiotu (whose wife was of Ngati Raukawa) and Te Peeti Te Aweawe. The former claimed that in 1840 Ngati Raukawa had the mana over the Rangitikei lands to the exclusion of Ngati Apa, Rangitane, and Muaupoko. Ngati Raukawa, he suggested, 'was the tribe in occupation,' Ngati Apa having congregated at Parewanui. There were, he noted, 'Different relations between Ngatiraukawa and Muaupoko – Ngatiraukawa were kind to Ngati Apa …'[116] Ngati Raukawa, claimed Te Peeti Te Aweawe, settled on the Rangitikei lands only after Haowhenua and indeed that he had 'called them because we fought together against Ngatiawa at Haowhenua – Ngatiraukawa saw the chiefs of Rangitane were "ora" – they made friends – Rangitane chiefs were living in their own "mana" – Te Whetu and Te Whata had "mana" over the land pointed out to them by my "matua."' Ngati Kauwhata may have

[111] Native Land Court, Otaki Minute Book 1D, p.522.
[112] Native Land Court, Otaki Minute Book 1D, p.562.
[113] Native Land Court, Otaki Minute Book 1D, p.378.
[114] Native Land Court, Otaki Minute Book 1D, p.425.
[115] Native Land Court, Otaki Minute Book 1D, p.441.
[116] Native Land Court, Otaki Minute Book 1C, pp.222-225.

taken land owned by Rangitane, but not Ngati Raukawa: the latter, he insisted, 'were saved by me – they were "mate" at Haowhenua and came to my land to live – they went there from fear of Ngatiawa … Ngatiraukawa were taken under my protection.' On the other hand, he acknowledged that during the 1820s, Rangitane had sustained defeats at the hands of Ngati Raukawa and Ngati Toa, that his people had been 'patu' and 'mokaitia'd,' and that Te Rauparaha had 'sought to exterminate us.'[117]

Muaupoko offered a rather different version of the events of the period from c.1800 to c.1840. In the course of the Manawatu-Kukutauaki investigation, Te Rangihiwinui, who set out in full details of the five tribes' ancestral title to the block, cast his narrative in terms calculated to present Ngati Apa, Rangitane, and Muaupoko – with the exception of the Battle of Waiorua – as anything but vanquished but rather as iwi who 'lived in independence.'[118] Kawana Hunia largely followed Te Rangihiwinui's lead, claiming, among other things, to have defeated Ngati Toa on eight occasions, and to have spared Ngati Raukawa from 'extermination' in the wake of the Battle of Kuititanga.[119] When cross-examined, Hunia repeated his claims about having 'gained 8 battles over the Ngatiraukawa & Ngatitoa,' and added that he fought Ngati Toa and Te Ati Awa at Haowhenua and 'the Ngatitoa disappeared after that,' and that Papaitonga was 'the last place where Rangihaeata & Ngatitoa attacked they made peace after that.' He insisted that 'It was not through Watanui's [*sic*] consent that we continue to live at Horowhenua.' He 'would have agreed,' he asserted, 'to let Ngatiraukawa live at Otaki because they would be living between the five tribes and Ngatitoa. Waikawa, Ohau, & Papaitonga I would retain for myself.' [120] He added that:

> Ngatiraukawa lived at Otaki after the fight at Haowhenua Ngatitoa & Ngatiwa went away some of the Ngatiraukawa went to Horowhenua and lived with the Muaupoko & some came to Manawatu & lived with the Rangitane some went to Oroua & Rangitikei & lived there with Ngatiapa & some went to Taupo.[121]

[117] Native Land Court, Otaki Minute Book 1D, pp.500-501.
[118] Native Land Court, Otaki Minute Book 1, pp.23-43.
[119] Native Land Court, Otaki Minute Book 1, p.79.
[120] Native Land Court, Otaki Minute Book 1, pp.97-99.
[121] Native Land Court, Otaki Minute Book 1, p.98.

Finally, he claimed that Muaupoko gave land to Te Whatanui at Horowhenua 'and not any other of the Ngatiraukawa,' and that he had heard that Rangitane, Ngati Apa, and Muaupoko had given land to other rangatira of Ngati Raukawa.[122]

Hamuera Te Raikokiritia offered a slightly different version of events: he noted that it had been Te Whatanui who had 'induced the people in this place to live in peace and they continued to do so.' He rejected claims of conquest as 'stories invented by Rauparaha & Ihakara,' and suggested that it been Te Whatanui's intervention that had dissuaded the resident iwi from fighting to the end. He noted that after the Battle of Haowhenua, Ngati Raukawa occupied the land between Horowhenua and Rangitikei, adding that 'They did not come to take the land they came because they were hungry … that is why they went to live among the Ngatiapa and Rangitane.[123]

During the course of the Horowhenua investigation, Te Rangihiwinui denied that Whatanui had ever defined and set apart lands where Muaupoko could live under his protection.[124] Other Muaupoko witnesses insisted that their occupation had not been disturbed by either Ngati Raukawa or any other tribe.[125] Kawana Hunia rejected any claims of enslavement, insisting that all of the Whatanui's slaves had come from Ngati Kahungunu, and claimed, with clear reference to Te Wi, that 'Rauparaha bolted away naked in the night.'[126] Manihera Te Rau attested that Muaupoko had never been disturbed in the occupation of the land and that, following the Battle of Haowhenua, Taueki awarded land to Ngati Raukawa. Te Rauparaha, he insisted, had never threatened to annihilate Muaupoko.[127]

Before the 1896 Horowhenua Commission, witnesses for Muaupoko advanced similar evidence. Te Rangihiwinui claimed that:

> The last words of … Te Whatanui were these: When Te Whatanui arrived here at Horowhenua he came to Taueki and said, 'I have come to live with you – to make peace.' Taueki said, 'Are you going to be a rata tree that will shade me?' Whatanui said to Taueki, 'All that you will see will be the stars that are

[122] Native Land Court, Otaki Minute Book 1, p.99.
[123] Native Land Court, Otaki Minute Book 1, pp.99-101.
[124] Native Land Court, Otaki Minute Book 1, p.257.
[125] Native Land Court, Otaki Minute Book 2, pp.4-23.
[126] Native Land Court, Otaki Minute Book 2, p.15.
[127] Native Land Court, Otaki Minute Book 2, pp.22-23.

> shining in heaven above us; all that will descend on you will be the rain drops from above.'[128]

When asked whether Te Whatanui had been invited to the Horowhenua by Te Rauparaha, Warena Te Hakeke indicated that 'Those are ancient tales …' [129] According to Te Rangi Mairehau, Ngati Raukawa 'made no conquests, let some women who are here of Ngatitoa speak of conquests, but not Ngatiraukawa nor Whatanui.' He went on to add that 'The only fighting of Ngatiraukawa was Heretaunga, and there they were defeated by Ngati Kahungungu [*sic*], and they did not fight any more.' Ngati Raukawa, he insisted, had not been involved in the Battle of Papaitonga and he denied that Te Whatanui had saved Muaupoko, Rangitane, and Ngati Apa from Te Rauparaha.[130] Te Rangi Mairehau claimed not to know of any invitation extended by Te Rauparaha to Ngati Raukawa to occupy the land and denied that 'the Muaupoko and Rangitane and Ngati Apa were rescued out of the hands of Te Rauparaha by Te Whatanui …'[131] Raniera Te Whata in fact claimed that when Te Whatanui arrived 'we found him fighting against Te Rauparaha.'[132]

Wirihana Hunia, unsurprisingly perhaps given the circumstances attaching to the Himatangi hearing, offered a rather different account, but one to which Ngati Apa generally would advance and adhere. He acknowledged that the taua Amiowhenua fought Muaupoko and that Te Rauparaha arrived and 'slew the Muaupoko.' Te Rauparaha returned, reached Waitotara and fought with Ngarauru but, assisted by Ngati Apa, arrived at the Rangitikei where he was 'succoured' before being allowed to continue to Kapiti. At Papaitonga Muaupoko exacted retribution for the slaying of Waimai, killing 'a great number' of Te Rauparaha's people. Te Rauparaha retaliated, returned to Kapiti, and then went to 'the other side of the Manawatu, and he began to kill the people of the Rangitane and Muaupoko at Hotuiti. Subsequently, Ngati Apa

---

[128] AJHR 1896, G2, p.26. According to Kipa Te Whatanui, Te Whatanui called Muaupko to him whereupon Taueki asked him 'whether he would be the sheltering rata over him. Whatanui said, "Only the drops of rain from heaven will come on you; my hand shall not touch you." After that, Rauparaha sent word to Whatanui that he had better destroy the Muaupoko, and Whatanui returned for answer, "No one must climb up my backbone," and the messenger returned and gave that message to Rauparaha. That was the end of the fighting in this place.' See AJHR 1896, G2, p.225.
[129] AJHR 1896, G2, p.43.
[130] AJHR 1896, G2, p.92. According to Ballara, Te Whatanui died in 1846. His son, Te Whatanui Te Tahuri, died in 1869.
[131] AJHR 1896, G2, p.92.
[132] AJHR 1896, G2, p.101.

(led by Paora Turangapito) and Muaupoko fought and defeated Ngati Toa at Waikanae, but not at Waiorua. It was then that Te Rauparaha called Ngati Raukawa to join him 'so that they should establish themselves on the land from Manawatu right on to Wellington, because he thought he had defeated the pas of the tribes of these lands, and therefore he had taken possession of them.' Te Pehi similarly sent for Te Ati Awa, Taranaki, and Ngati Ruanui. Muaupoko were subject to further attacks by Te Rauparaha, while Ngati Raukawa defeated Muaupoko at Karikari (on the Manawatu River), some being killed and some being taken prisoner. At that stage, Te Hakeke 'went to visit Te Whatanui' and peace was made.

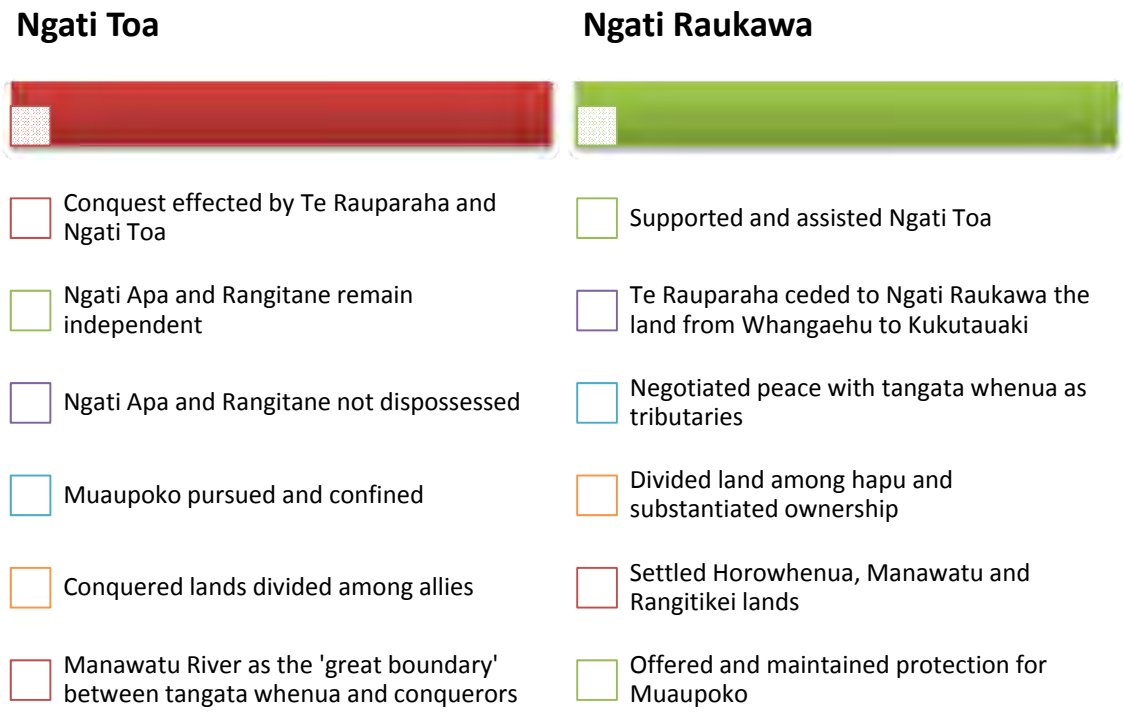
> Te Whatanui then released the women prisoners of Muaupoko, and let the remains of the tribe that had been scattered, owing to Te Rauparaha's fighting, collect at Horowhenua, and sent to the Muaupoko to say that peace was made. Te Whatanui's expedition came on, and came down to Horowhenua, and Te Whatanui found that Muaupoko had assembled, and he told them peace had been made. He said he had made peace with Te Hakeke and others, and had ceased to disturb Muaupoko. He would leave the killing of men to Te Rauparaha: he was not going to fight any more. 'I will cherish men instead of destroying them. Te Whatanui remained at Horowhenua and made it a permanent residence; he remained to take care of and protect Muaupoko.[133]

He went on to describe the 'Battle of the Pumpkins' in which, despite advance warnings given by Te Whatanui, Ngati Toa and Te Ati Awa slaughtered 400 of Muaupoko and Rangitane. That appears to have marked the end of the fighting. Thus 'The Ngatiawa and Ngatiraukawa occupied the land between Manawatu and Wellington, none of the Muaupoko then remaining on the south part of these lands. There were no Muaupoko up by the Manawatu, but they had all gathered together at Horowhenua.' That assembly at Horowhenua, he indicated, took place following the advent of Christianity among the Maori peoples of the West Coast. [134]

A summary of the major elements of those narratives is presented in Figure 1.2. While necessarily simplified, it highlights at least some of major issues in contention among iwi and helps to identify the competing claims over ownership that lay at the

[133] AJHR 1896, G2, p.48. It might be noted that Karikari was also the site of a survey station, S.C. Brees producing an illustration of it between 1842 and 1845. It was reproduced as an engraving in S.C. Brees, *Pictorial illustrations of New Zealand.* London: John Williams, 1847. See Marian Minson, 'Brees, Samuel Charles,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 December 2012.
[134] AJHR 1896, G2, p.48.

heart of the controversy and struggle that accompanied the Crown's intervention in the region and especially its efforts to acquire those same lands.



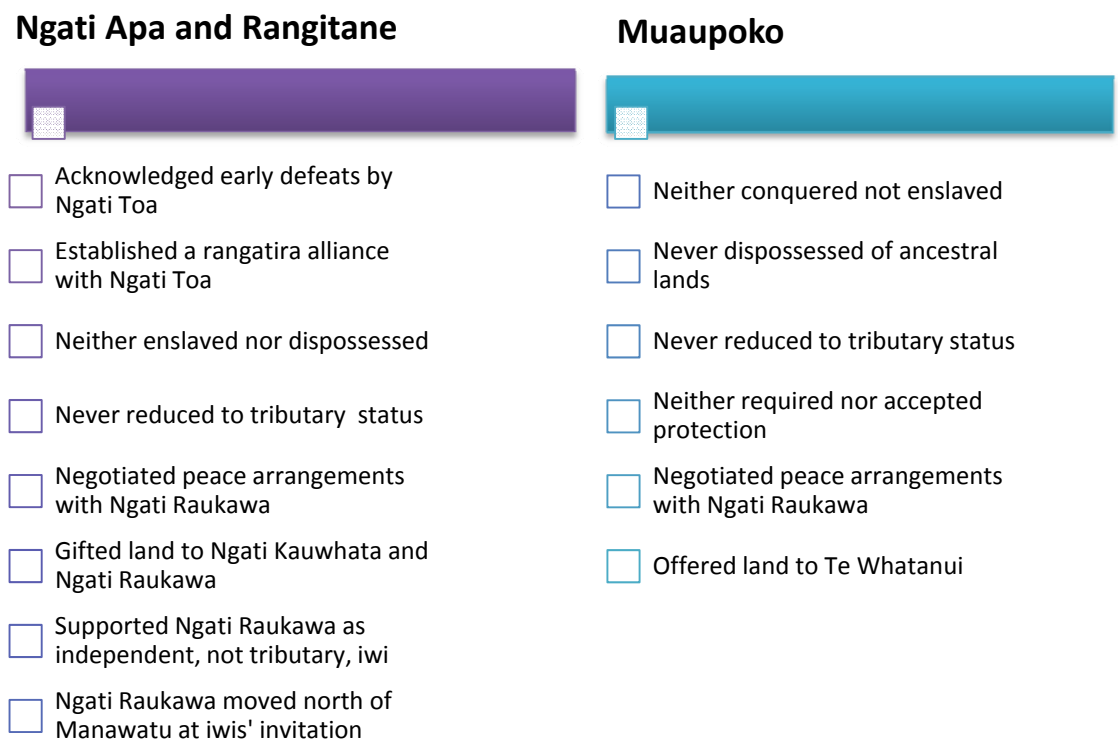


Figure 1.2: Principal lineaments of the major contemporary iwi narratives

The historical literature

As background to the discussion that follows in the succeeding chapters, it will be useful to consider briefly the historiography of the Porirua ki Manawatu Inquiry District, that is, the manner in which historians have constructed and interpreted the region's history, the sources that they employed, and the major organising concepts and themes that they employed. Even a brief survey indicates that historians are as divided as iwi over the outcomes of the pre-anexation conflicts, the extent, character, and substance of the relationships between the resident and migratory iwi, and the matter of mana whenua. Some of the accounts do not nominate their sources, some rely on unnamed sources, few engage with the archival record. Some serve as a reminder of how much of our 'understanding' of the past is shaped by assumption, belief, and ideology. On the other hand, other historians employ a wide range of evidence and offer valuable insights into how evidence is selected, articulated, and interpreted. While it appears that a general consensus has been reached over the major

lineaments of the c1800-1840 history of the region, major differences remain with respect to the interpretation and significance of the events of that period.

Historians' accounts of the pre-annexation of the North Islands lower west coast region fall into one of two major, fairly loosely defined, and not entirely mutually exclusive, groups. The first comprises narratives that emphasise the themes of conquest, domination, and subjugation, while the second includes narratives that accord greater weight to peace-making, independence, and coexistence. There is always a risk that, in classifying the various accounts as proposed, the nuances of the arguments advanced by any writer are not fully represented. Indeed, it should be stressed that while the differences among some writers are substantive, others constitute matters of emphasis. It is not intended to offer detailed summaries of all the accounts reviewed, but to set out briefly, for some, the conclusions advanced. Further reference will be made to these accounts in the chapters dealing with the various Crown purchases.

Narratives of conquest, domination, and subjugation

Travers was among the first to emphasise the themes of conquest and domination: in his account, Te Rauparaha was from the outset intent on conquest. He claimed that in the wake of Te Wi, Ngati Toa 'utterly' broke the power of Muaupoko, 'the remnant of whom they ultimately reduced to the condition of the merest tributaries.'[135] The killing of Te Peehi's daughters ruptured the relationship between Ngati Toa and Ngati Apa. Te Rauparaha and Te Rangihaeata thus resolved to destroy that iwi and the remnants of Rangitane and Muaupoko, a mission they pursued with vigour following the Battle of Waiorua. Tarvers thus concluded that the power of Ngati Apa, Rangitane, and Muaupoko was 'completely broken' as far as Turakina. Ejected from the Wairarapa whence they had fled, Ngati Apa then 'formally placed themselves at the mercy of Te Rangihaeata whose connection … with a chief of their tribe induced him to treat them with leniency, and they were accordingly permitted to live in peace, but in a state of complete subjection.' After their arrival, Ngati Raukawa gradually occupied the whole country between Otaki and Rangitikei, Ngati Apa occupying

[135] W.T.L. Travers, *Some chapters in the life and times of Te Rauparaha, Chief of the Ngati Toa.* Wellington: James Hughes, 1872, p.51. It is worthwhile noting that *Some chapters* was published after the 1869 Himatangi hearing in which Travers appeared for Ngati Raukawa.

'some country' to the north of the Rangitikei River but 'yielding a tribute' to both Te Rangihaeata and Nepia Taratoa 'as a condition of their being left in peace.'[136]

The same themes of conquest and subjugation were advanced by Buick and McDonald.[137] In *Old Manawatu*, Buick claimed that in 1819 Ngati Apa, Rangitane, and Muaupoko were 'hopelessly beaten' by Te Rauparaha, Ngati Apa of Rangitikei in particular adopting retreat as its 'policy.'[138] In the wake of Te Wi, Te Rauparaha pursued 'a policy of extermination' against Rangitane and Muaupoko, and, following the attack at Waimeha, 'took on an attitude of unmistakeable hostility towards … [Ngati Apa] 'revoking all promises of peace, stated or implied …'[139]

Buick thus concluded that Ngati Apa and Muaupoko were reduced to 'the condition of a shattered and fugitive remnant, incapable alike of organised attack or organised defence.'[140] Te Whatanui became chief at Horowhenua, Ihakara Tukumaru chief of the Lower Manawatu, and Nepia Taratoa chief of the upper district as far as the Whangaehu River.[141] The arrival of Ngati Raukawa not only enabled Te Rauparaha to consolidate his power over the west coast but also brought his 'wildest dreams of conquest within measurable distance of accomplishment.'[142] The conquerors divided the land, Te Whatanui taking Horowhenua, Te Whetu the lower Manawatu, and Nepia Taratoa the Rangitikei. From Te Whatanui, 'The humiliated remnant of the Muaupoko tribe … sought and obtained … protection …' but at the cost of enslavement, while Nepia Taratoa acted in a similar 'generous' manner towards Ngati Apa.[143]

In *Te Hekenga*, published in 1929, McDonald described Te Rauparaha's 'conquest,' the massacre at Te Wi and his 'famous oath "that he would slaughter the Muaupokos from the rise of the sun to its setting,"' the defeat of Ngati Apa, Rangitane, and

[136] Travers, *Some chapters*, p.54.
[137] For another account in which conquest is emphasised, see P.E. Baldwin, 'Early Native records of the Manawatu Block,' *Transactions of the New Zealand Institute* 38, 1905, pp.1-11.
[138] T. Lindsay Buick, *Old Manawatu, or The wild days of the west.* Palmerston North: Buick and Young, 1903, p.39.
[139] Buick, *Old Manawatu*, p.81.
[140] Buick, *Old Manawatu*, p.101.
[141] Buick, *Old Manawatu*, p.169. See also T. Lindsay Buick, *An old New Zealander, or, Te Rauparaha, the Napoleon of the South*. London: Whitcombe & Tombs, 1911, especially Chapter IV.
[142] Buick, *Old Manawatu*, p.100.
[143] Buick, *Old Manawatu*, pp.102 and 105.

Muaupoko at Waiorua, the subsequent pursuit of Muaupoko as far north as the Manawatu River, and the deadly assault on Waikiekie and Waipata. As a result, he claimed, the Muaupoko survivors abandoned the coastal country and resided on small clearings in the bush scattered around Lake Horowhenua. In anticipation of retaliatory attacks by Ngati Apa, Rangitane, and Muaupoko, Te Rauparaha sought allies, the first Ngati Raukawa heke reaching Kapiti in 1825-1826 where Te Ahukaramu was invited to return with his people, and where Waitohi offered all the land from Rangitikei to Kukutauaki.' According to McDonald, Ngati Raukawa was 'granted the whole of the land from Waikanae, north almost to Wanganui,' while Te Whatanui 'saved the remnant of the Muaupokos from extinction' and settled them on their ancestral lands at Raumatangi.[144] Although Te Whatanui could not prevent the slaughter known as the Battle of the Pumpkins, he did set apart 20,000 acres for the survivors, a block with carefully defined boundaries to which Muaupoko, while not enslaved, were largely confined, surrounded as they were by Ngati Parewahawaha and Ngati Huia.

In her study of Te Rauparaha, Patricia Burns, as noted above, suggested that Te Rauparaha had not come with any intention of conquering the lands of the west coast and displacing their original owners but rather to settle and to trade with Pakeha and to secure the treasures of Te Wai Pounamu. Muaupoko, in particular, misconstrued Te Rauparaha's intentions, with disastrous results.[145] For the three resident iwi there would be no mercy and especially so for Muaupoko whose extermination became an obsession for Te Rauparaha. Many Muaupoko fled, others survived on small bush clearings 'always within a couple of kilometres of Horowhenua lake.'[146] She concluded that:

> The unfortunate former peoples of this land had dwindled in number. Some of the survivors had migrated north or to Te Wai Pounamu, while others lived wretchedly on the fringes of their former territory, harried still by Ngati Toa. Only a few chiefs, such as Te Hakeke of Ngati Apa, were able to safeguard their people and preserve some of their dwellings and sources of food …Ngati Apa, though, were hated by Te Rauparaha less than Muaupoko and Rangitane

[144] R. McDonald, *Te Hekenga: early days in Horowhenua, being the reminiscences of Mr Rod McDonald.* Palmerson North: G.H. Bennett & Company, 1929, pp.16-17. See also George Graham in Tamehana Te Rauparaha, 'Te Wi,' *Journal of the Polynesian Society* 54, 1945, pp.66-67.
[145] Burns, *Te Rauparaha,* p.101. Anderson and Pickens also suggested that initially at least Te Rauparaha was keen to conduct the migration peacefully. See Anderson and Pickens, *Wellington district*, p.9.
[146] Burns, *Te Rauparaha,* p.127.

> … but even the efforts of Te Hakeke could not save the Muaupoko kin of his wife, Kaewa, from near annihilation. Some of the links between Ngati Toa and Ngati Apa dating back to the marriage of Te Rangihaeata and Te Pikinga were never quite severed, some Ngati Apa being allowed to live in peace, although 'in a state of complete subjection.'[147]

Finally, Bernadette Arapere concluded that 'Ngati Toa and Ngati Raukawa coordinated their efforts to exercise mana whenua over the Rangitikei, Manawatu, and Horowhenua areas from the late 1820s,' and that in the 'conquest' of the region from the Whangaehu River to Wairau and Whakatu, Te Rauparaha 'coordinated a number of distinct and independent hapu through strategic alliance, land allocation, and effective leadership.' Ngati Toa achieved 'a degree of ascendancy and mana over resident iwi through take raupatu,' that Ngati Apa, Muaupoko, and Rangitane were 'emphatically defeated' though not exterminated.[148]

Narratives of peace-making, independence, and co-existence

Other historians have focussed on the themes of peace-making, settlement, protection, and co-existence. Wilson was among the first to reject any claim of a 'substantive conquest' of Ngati Apa, insisting, in particular, that Ngati Raukawa did not assume possession of the Rangitikei-Manawatu lands.[149] Allwright acknowledged that the battle of Waiorua left Ngati Toa and Ngati Raukawa 'in almost undisputed control of all the lands south of the Whanganui river' and much of the Manawatu River area was occupied by Ngati Raukawa, but that:

> … by the 1830s these people and Rangitane were living together on quite friendly terms and the latter had been permitted to re-occupy certain of the lands from which they had been driven. In the upper reaches of the river Rangitane had never been conquered, so by the time Christianity was introduced and hostilities amongst the tribes had ended, the descendants of the original Maori discoverers of this rich territory still held it.' Further, Te Whatanui took the remnant of Muaupoko under his protection, a decision that Te Rauparaha had to accept lest he 'antagonise so powerful and ally.' [150]

[147] Burns, *Te Rauparaha*, p.152. It was Travers who first employed the phrase 'in complete subjection.'
[148] Bernadette Arapere, 'Maku ano hei hanga i toku nei whare: hapu dynamics in the Rangitikei area, 1830-1872,' MA Thesis, University of Auckland, 1999, pp.44-47.
[149] J.G. Wilson, *Early Rangitikei*. Christchurch: Whitcombe & Tombs, 1914, p.164.
[150] George Allwright, *A brief introduction,* p.17.

In *Iwi: the dynamics of Maori tribal organisation from c.1769 to c.1945*, Ballara recorded that in 1822 Te Rangihaeata, in the light of his marriage to Te Pikinga, assured Ngati Apa that it would not be molested, and thereby laid the foundations of the future Maori occupation of the west coast. Ngati Apa, she noted, later described their relationship with Te Rangihaeata as an important factor preventing their complete conquest and subjugation by Ngati Raukawa, while concluding that, although Ngati Apa acknowledged early defeats by Ngati Toa, they 'retained their independence.'[151] She thus concluded that:

> The earlier tangata whenua were not displaced, but by 1840 were living near or among their new neighbours. The exception was Ngati Ira: they were almost entirely banished from Wellington by the end of the 1820s … Though all the Kapiti coast and Manawatu tangata whenua acknowledged defeat by Ngati Toa and its allies in various early battles including Waiorua on Kapiti in 1824, sections of these groups retained their independence. This they achieved by withdrawing inland for a period where they maintained unconquered core groups, and/or by intermarriage with the newcomers.[152]

Te Hakeke of Ngati Apa is said to have arranged various marriages between people of his hapu and the three neighbouring hapu of Ngati Raukawa.[153] The Rangitane leadership remained free on their upper Manawatu lands, while also interposing the related Ngai Te Upokoiri between themselves and Ngati Raukawa as a 'buffer.' Ngati Apa also acknowledged an early defeat at the hands of Ngati Toa but 'retained their independence,' the marriage of Te Pikinga and Te Rangihaeata affording 'ongoing protection to her people, although the relationship was often under great strain as violent incidents threatened to undo the peace accord.[154] In her biography of Te Pikinga, Ballara noted that the marriage to Te Rangihaeata 'inclined the latter's Ngati Raukawa allies to treat their hosts with consideration; some skirmishes were fought, but on the whole relations were peaceful.'[155]

---

[151] Ballara, *Iwi*, p.245.
[152] Ballara, *Iwi*, p.245.
[153] Ballara, *Iwi*, p.247.
[154] Ballara, *Iwi*, p.245.
[155] Ballara, 'Te Rangihaeata' and 'Te Pikinga,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, both updated 30 October 2012.

Elsewhere Ballara recorded that several years after arrival at Kapiti of the heke led by Te Whatanui, Te Rauparaha made a gift of the Manawatu, the Horowhenua district, and Otaki to Te Whatanui. Ngati Apa determined to attack Ngati Raukawa but Te Whatanui succeeded in making peace with Rangitane and Muaupoko as well as Ngati Apa and in fact offered to be the rata tree that sheltered the Muaupoko survivors of the conflicts with Ngati Toa.

In *Taua*, Ballara refined her assessment. Thus, when Te Whatanui led his people northwards from Kapiti to Manawatu, he concluded 'a lasting peace' with 'most of the tangata whenua chiefs,' the major exception being Turangapito of Ngati Apa. The hapu of Ngati Raukawa, Ngati Kauwhata, Ngati Whakatere and others 'settled in places pointed out by their hosts. Boundaries were eventually agreed between them, and intermarriage began.' She did note that being closely allied with Ngati Toa, 'Ngati Raukawa were undoubtedly, for a time, in a protective and dominating relationship with some of their much-harried and weakened tangata whenua allies, particularly Muaupoko. But the validity of the peace made showed in Ngati Raukawa's subsequent wars, which were all against Te Ati Awa and their allies among a section of Ngati Toa.'[156] On the other hand, in her biography of Te Whatanui, she suggested that, in the wake of the peace he negotiated with Ngati Apa, Rangitane, and Muaupoko, Te Whatanui 'allowed Ngati Apa to share Ngati Raukawa's territory with no loss of mana …'[157]

Others have followed Ballara's lead or have independently reached similar conclusions. Gilling, noting the opposing interpretations offered by Buick and Wilson, concluded that 'the widely recounted version advocating a complete Ngati Raukawa supremacy over the whole region … was highly problematic and unnuanced [*sic*].[158] He emphasised settlement and co-existence rather than military domination and subjugation, and concluded that 'no one group physically occupied and controlled the whole region.'[159] Ngati Toa and Ngati Raukawa lacked the resources to achieve a full conquest and in any case Ngati Raukawa 'preferred to work out a *modus vivendi*

[156] Ballara, *Taua*, pp.343-344.
[157] Ballara, 'Te Whatanui.'
[158] Bryan Gilling, '"A land of fighting and trouble:" the Rangitikei-Manawatu purchase,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2000) p.vi.
[159] Gilling, '"A land of fighting and trouble,"' p.16.

rather than adopt the role of military conquerors with the conquered firmly under their heel.'[160]

Armstrong dealt briefly with the pre-1840 history of the region, suggesting that iwi/hapu did not inhabit geographically defined territories and exercise therein exclusive rights, but that such territories overlapped and involved 'associational rights' by which resources were shared by diverse groups linked through 'the flexible lattice of whakapapa.'[161] He suggested that Te Rauparaha formed an alliance with Ngati Apa, an arrangement sealed by the marriage of his nephew Te Rangihaeata to Te Pikinga, describing it as 'a rangatira alliance' and one which did not mean that Ngati Apa had been conquered. On the other hand, he acknowledged that Ngati Apa participated in the battle of Waiorua against Ngati Toa and its allies, and that Te Rauparaha attacked the Ngati Apa pa of Pikitara 'causing the Ngati Apa chiefs Te Hakeke … and … Turangapito to flee inland with 400 followers.'[162] Nevertheless, he claimed, Ngati Apa were not completely defeated and continued to hold pa and occupy land along the Rangitikei River and elsewhere. He noted that claims made by Te Tamihana Te Neke of Ngatiawa and Taranaki that Ngati Apa retained their mana and that Ngati Raukawa had been unable to sell land unilaterally or without reference to them.**[163]** He thus concluded that 'Ngati Apa, partly because of their alliance with Ngati Toa, cemented by the marriage of Te Pikinga and Te Rangihaeata, were not completely defeated and enslaved, and continued to occupy the land as people with mana.'[164]

O'Malley suggested that an initial period of conflict between Ngati Toa and Ngati Apa was followed by 'a peacemaking marriage alliance' between Te Rangihaeata and Te Pikinga.' The importance of that alliance was not completely destroyed by the participation of Ngati Apa in the battle of Waiorua. Again, the arrival of Ngati Raukawa was followed by an initial period of conflict and subsequently the restoration of peaceful relations: the two iwi shared a pa together at Te Ana, and Ngati Raukawa subsequently assisted Ngati Apa to seek retaliation from the

[160] Gilling, '"A land of fighting and trouble,'" p.17.
[161] Armstrong, '"A sure and certain possession,"' p.5.
[162] Armstrong, '"A sure and certain possession,"' p.7.
[163] See Native Land Court, Otaki Minute Book 1D, p. 421.
[164] Armstrong, '"A sure and certain possession,"' p.15. See also p.21.

Whanganui tribes for the death of one of Te Pikinga's relatives at Whangaehu. Following Ballara, he concluded that their victory strengthened the bonds between the Rangitikei sections of Ngati Apa and Ngati Raukawa: thus the Kurahaupo iwi 'subsequently endorsed' Ngati Raukawa's settlement of the lower North Island, specifying the places where Ngati Raukawa might live, agreed boundaries, and intermarried, while Ngati Apa assisted Ngati Raukawa during Haowhenua. Such actions, he concluded, were not those of an iwi that had been vanquished or enslaved. Again citing Ballara, he concluded that Ngati Apa 'retained their independence,' and suggested that 'Tales of complete conquest and subjugation accorded with European prejudices and preconceptions.'[165]

Dividing the land and affording 'protection'

Three important matters, namely, the marriage of Te Pikinga and Te Rangihaeata, the division of the lands, and the 'protection' afforded Muaupoko, merit some further discussion as they assumed considerable significance in the negotiations that took place between Maori and the Crown over the sale and purchase of land.

The marriage of Te Pikinga and Te Rangihaeata

Some historians attach considerable significance to the marriage of Te Pikinga and Te Rangiaheata as indicative of the relationship between Ngati Apa and Ngati Toa. Others do not: among the region's early historians, Buick expressed considerable scepticism, apparently unable to decide whether it was a 'passing whim' on the part of Te Rangihaeata 'or a move in a much deeper game of diplomacy.' He went on to note that:

The Ngatiapa claim, with absurd insistance [*sic*], that the marriage was the expression and bond of perpetual peace between them and Te Rauparaha; while Ngatiraukawa … contend that no such construction could be put upon … [the marriage] – and that if it

[165] Vincent O'Malley, '"A marriage of the land?"' Ngati Apa and the Crown, 1840-2001: an historical overview,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2005) pp.13-15.

involved the tribes in a treaty of friendship at the time, the compact was subsequently denounced by Te Rauparaha on account of the treachery of the Ngatiapa.[166]

In Buick's view, the union arose out of Te Rauparaha's desire to have a buffer between him and his northern enemies, a temporary convenience to be cast aside as and when necessary, and an arrangement which was 'invested with a significnace which it did not deserve.'[167] On the other hand, Ballara, Armstrong, and O'Malley attach considerable significance to the marriage, claiming that it protected Ngati Apa from both enslavement and dispossession. Although, then, historians differ, there is no doubt that Ngati Apa itself ascribed very considerable importance to the marriage.

On the division of the land

The division of the lands of the North Island's lower west coast, that is, the basis on which Ngati Toa, Te Ati Awa, and Ngati Raukawa founded their claims to manawhenua, is a matter over which historians also differ. Adkin was in no doubt that in the wake of the invasions, 'The older, long-founded, independent regime of Ngati-Apa, Rangitane, and Mua-upoko was ruthlessly brought to an end.' Te Rauparaha, he noted, retained Kapiti and allocated the mainland to its allies 'though he apparently retained some sort of overlordship over the whole, at least for a time …' Te Ati Awa secured the land to the south of Kukutauaki, Ngati Raukawa took possession of the lands from Kukutauaki north to Rangitikei, while Muaupoko were 'reinstated … on a very small strip of their former wide domain.'[168] Carkeek offered a brief account of Te Rauparaha's conquest and the subsequent migration southwards of numerous hapu of Te Ati Awa, Ngati Tama, and Ngati Raukawa. He quoted Matene Te Whiwhi to the effect that the first arrivals, that is, Ngati Tama, Ngati Whakatere, and Ngati Hinetuhi, divided the land to Kukutauaki.[169] He noted the arrival of the Raukawa chiefs Te Ahukaramu and Te Whatanui and suggested that it was Te Rauparaha's sister, Waitohi, who allocated the land among the in-coming hapu. He also noted that

[166] Buick, *Old Manawatu,* p.45.
[167] Buick, *Old Manawatu,* pp.46-47.
[168] G.L. Adkin, *Horowhenua: its Maori place-names & their topographic & historical background.* Wellington: Department of Internal Affairs, 1948, pp.126-127.
[169] Carkeek, *The Kapiti coast,* p.38.

Ngati Raukawa, Ati Awa, and Ngati Toa agreed to the terms by which those lands were transferred to them.[170] The prominent role played by Waitohi thus raises two questions: the first is whether in fact it was Ngati Raukawa rather than Ngati Toa that was responsible or at least primarily responsible for the division and allocation of land; and the second is whether attribution of responsibility to Te Rauparaha and Ngati Toa understates the role played by Ngati Raukawa in the invasion and subsequent settlement of the west coast lands. So far as can be ascertained, Ngati Raukawa constituted the majority of the invading force.

Ballara suggested that, following Waiorua, Te Rauparaha and Waitohi may have developed plans for the allocation of the lands among their allies, and that c.1824 Ngati Toa first offered Ngati Raukawa lands 'in the former domains of Muaupoko …'[171] Following the arrival of the main Ngati Raukawa heke in 1828-1829, Te Rauparaha appears to have played a less decisive role: it was Te Whatanui who took his people north from Kapiti along the beach and up the Manawatu and concluded 'a lasting peace' with 'most of the tangata whenua chiefs,' the major exception being Turangapito. She went on to add that 'The various hapu of Ngati Raukawa and those who had come with them, Ngati Kauwhata, Ngati Whakatere and others, settled in places pointed out by their hosts. Boundaries were eventually agreed between them, and intermarriage began.'[172] On the other hand, and citing Tamihana Te Rauparaha, she recorded that Te Rauparaha assigned lands to the arrivals from Taranaki during the 1830s, at Waimea, Waikanae, Te Uruhi, and Whareroa.[173]

In Ballara's biography of Te Rangihaeata, the role of Te Rauparaha is clearer: Te Rauparaha, she recorded, permitted Ngati Raukawa to settle in the Otaki, Manawatu and Horowhenua areas, and that Te Rangihaeata, who, 'through his marriage with Te Pikinga, retained mana over the area north of the Rangitikei River, gave certain hapu permission to occupy land there.'[174] They appear to have settled with Ngati Tupataua of Ngati Apa at Te Ana, Matapihi, and Waituna, hapu of each iwi maintaining

[170] Carkeek, *The Kapiti coast*, pp.41-43.
[171] Ballara, *Taua*, p.340.
[172] Ballara, *Taua*, pp.343-344.
[173] Ballara, *Taua*, p.345.
[174] Ballara, 'Te Rangihaeata.'

cultivations along both banks of the Rangitikei River.[175] That account is broadly consistent with a 'Native account' prepared by Buller in 1867 in which it was claimed that the 'The Manawatu-Rangitikei country was not allotted, Manawatu River being the limit of Te Rauparaha's tribal partition of the land. The territory to the north of that boundary was left to the occupation of any sections of the Ngatiraukawa who might choose to locate themselves there as joint occupants with the Ngatiapa.'[176] Ballara also recorded that once Te Rauparaha 'assigned lands to tribes with rangatira status their rights after three years of occupation acquired independent legitimacy.'[177]

According to Ballara, when Turangapito wanted to attack Ngati Pare, Ngati Kahoro, and Ngati Parewahawaha, Te Hakeke 'reminded him that he had invited this division of Ngati Raukawa to live on the north side of Rangitikei; Ngati Te Kohera were also invited.' She noted that Te Hakeke 'also arranged various marriages between people of his hapu and the three neighbouring hapu of Ngati Raukawa. Later, in the 1830s or 1840s [*sic*], when there was a quarrel over some leases, chiefs from various Ngati Apa hapu based at Parewanui wanted to oust these few Ngati Raukawa hapu and said the children of these marriages had no mana. Hunia Te Hakeke reminded them that they were his father's friends.'[178]

Affording protection

One of the key issues involving Muaupoko and Ngati Raukawa was whether the former sought and secured from the latter protection from Ngati Toa. The matter would assume considerable importance during the Horowhenua title investigation and during the 1896 Horowhenua Commission's proceedings. Travers, who investigated the dispute involving Horowhenua in 1871, recorded Te Rangihiwinui as acknowledging that 'Whatanui took them [Muaupoko] under his protection, and promised that nothing should reach them but the rain from heaven.' [179] In *Early Rangitikei*, Wilson suggested that by 1840 Ngati Apa had been largely restricted to the area north of the Rangitikei River, that a remnant of Rangitane remained at Oroua,

[175] See AJHR 1867, A19, pp.8-9. It is worth noting that this account was prepared after the 'completion' of the Rangitikei-Manawatu purchase and that Buller did not name his sources.
[176] AJHR 1867, A19, pp.8-9.
[177] Ballara, 'Te Whanganui-a-Tara,' p.22.
[178] Ballara, *Iwi*, pp.247-248.
[179] See ANZ Wellington ACIH 18593 MA W1369 27 1872/2/272.

and, finally, that a remnant of Muaupoko resided at Horowhenua under the protection of Te Whatanui.[180] In his biography, McDonald claimed that Te Whatanui had decided not to annihilate Muaupoko but to resettle the remnants of the iwi on their ancestral lands of Rae-a Te Karaka, but that Muaupoko constituted 'a subject tribe …' He claimed that at a meeting with Muaupoko at Rau-Matangi, Taueki had expressed doubts about Te Whatanui's intentions and/or ability to protect them. 'I doubt,' he is reported as having said, 'whether you are a safe rata to shelter under,' to which Te Whatanui apparently responded by assuring him that 'Nothing can touch me but rain from heaven.'[181] During the Himatangi hearing of 1868, Matene Te Whiwhi of Ngati Huaia insisted that the arrangement had been born not of peace-making but out of 'the kindness of Whatanui …'[182]

Some of the Muaupoko witnesses who appeared before the Horowhenua Commission of 1896 denied that the Horowhenua had ever been conquered, that Te Whatanui had 'rescued' the iwi from Te Rauparaha and subsequently afforded it his enduring protection, and that it had been Te Whatanui who had allocated land to Muaupoko. The Horowhenua Commission rejected those claims: in its view, Muaupoko had been almost exterminated. The conquering tribes, it suggested, had never permanently settled on the land (Horowhenua), 'but, as right was co-extensive and co-existent with the power to enforce it, the right of the Muaupoko to the land was practically extinguished.' Te Whatanui, it added, had 'promised his countenance and protection, and they gradually drifted back on to the land where they lived under the protection of Te Whatanui.'[183]

McDonald rejected the claims advanced by Muaupoko witnesses (notably Te Rangi Mairehau) as 'merely a quibble; the Muaupoko occupied their limited domain through the forbearance of Ngati Raukawa; they had no rights, but only such privileges as were allowed them by the toleration of that tribe.'[184] Subsequently, historians have

[180] Wilson, *Early Rangitikei*, p.7.
[181] McDonald, *Te Hekenga*, p.17. Te Rangihiwinui is supposed to have confirmed this exchange when giving evidence to the Travers Commission in 1871. Following Te Wi, the Te Ati Awa rangatira Tuhaingane is said to have invited Muaupoko to resume possession of its lands at Horowhenua, an action that induced Te Rauparaha and Te Rangihaeata again to attack Muaupoko.
[182] Native Land Court, Otaki Minute Book 1, p.149.
[183] AJHR 1896, G2, p.4.
[184] McDonald, *Te Hekenga*, pp.17-18.

largely followed suit, although with some important differences. Carkeek suggested that 'the remnants [of Muaupoko] … soon found great security and freedom on their old lands' as a result of Te Whatanui having declared that 'nothing but the rain from heaven shall touch their heads,' and claimed that 'By 1830, in the land to the south of Otaki, Muaupoko were no more.'[185] Petersen suggested that Te Rauparaha's directive to Ngati Raukawa to 'clear the weeds from my fields' earned him the title of 'the ablest conveyancer of that period.' He would have succeeded, he suggested, had not Te Whatanui decided to protect those of Muaupoko who survived Te Rauparaha's onslaughts.[186] Burns recorded the offer of protection Te Whatanui made to Muaupoko and that the latter settled 'on a clearly defined block of land … In return for freedom from harassment they acknowledged Te Whatanui as their overlord.'[187] McEwen noted that 'Te Rauparaha wished to exterminate the Rangitane and the Muaupoko, but he was not prepared to oppose Te Whatanui who had constituted himself the protector of the latter tribe.'[188]

After reviewing the available evidence, Gilling concluded Te Whatanui did indeed establish himself as 'the protector of Rangitane and Muaupoko from the enduring hatred of Te Rauparaha.'[189] More recently, Ballara recorded that 'various Muaupoko hapu lived … under the protection of Te Whatanui of Ngati Huia … for a while in the late 1820s and early 1830s. They were allies of Ngati Huia in every subsequent war.'[190] She noted that following his arrival at Kapiti in 1828-1829, Te Whatanui made 'a lasting peace,' with most of the tangata whenua chiefs, including those of Muaupoko, but that Ngati Raukawa 'were undoubtedly, for a time, in a protective and dominating relationship with some of their much-harried and weakened tangata whenua allies, particularly Muaupoko.'[191] The latter had lost most of their lands and were in 'enforced concentration at Horowhenua,' while the previous 20 or so hapu

[185] Carkeek, *The Kapiti coast*, p.49.
[186] G.C. Petersen, *Palmerston* North*: a centennial history*. Wellington: Reed, 1973, p.39.
[187] Burns, *Te Rauparaha*, p.152.
[188] McEwen, *Rangitane*, p.135.
[189] Bryan Gilling, 'Ihaia Taueki and Muaupoko lands,' (commissioned research report, Wellington: Ihaia Taueki Trust, 1994) p.6.
[190] Ballara, *Taua*, p.68. See also, Ballara, 'Te Whanganui-a-Tara,' p.20.
[191] Ballara, *Taua*, pp.343-344. Te Puoho of Ngati Tama appears also to have offered protection to Muaupoko: he was 'personally devastated' at the slaughter of Muaupoko at Ohariu. See Ballara, *Taua*, p.386.

had been reduced and re-formed under five or six names.[192] She also recorded that Te Whatanui 'made a famous speech to the 100 or so Muaupoko still living at Horowhenua, survivors of clashes with Ngati Toa, offering to be the rata tree that sheltered them.'[193]

Conclusions

Hoani Meihana Te Rangiotu once referred to the west coast as a 'land of fighting and trouble.'[194] Although relative stability prevailed on the eve of annexation in 1840, the physical battles were succeeded by what might be termed the 'battle of the narratives.' As already noted, historical narratives serve to order, simplify, and render intelligible the apparently random, complex, and disparate events of the past. For particular groups they serve define and advance a sense of identity, cohesion, and the capacity for collective action. From the same set of events there can thus emerge narratives that differ markedly over causality, the course of events, or consequences.

While there appears, then, to be a measure of agreement over the key events that both constituted and shaped the pre-annexation history of the Porirua ki Manawatu Inquiry District, no similar consensus exists among iwi over their outcome or their significance. From a common set of events emerged several 'traditional' or historical narratives distinguished more by the issues over which they were at variance than by those over which they were in accord. The central issue around which those differences coalesced was whether the irruptions from the north were accompanied by the conquest, enslavement, subjugation, and dispossession of those already resident in the region, or whether an initial period of violence was superseded by peace-making, co-existence, the development of shared rights and interests, and the emergence of new kin networks and relationships. On that central issue, the historians are also deeply divided, their varying stances revealing clearly the manner in which historical accounts and interpretations are shaped by the particular perspectives, stances, and concepts that they bring to bear in their investigations.

---

[192] Ballara, *Taua*, p.452.
[193] Angela Ballara, 'Te Whatanui,' *Dictionary of New Zealand biography. Te Ara – encyclopaedia of New Zealand*, updated 30 October 2012. See also Ballara, *Iwi*, p.246.
[194] AJHR 1866, A4, p.19.

What seems somewhat clearer is that upon annexation, the arrival of Pakeha in search of timber, flax, and land, and the arrival of the Crown and its desire to acquire land and to establish its hegemony, historical narratives were transformed into narratives not merely to order and explain the past but to define, defend and advance group interests. Moreover, as the Crown sought to explain, support, and further its intervention in the region, in pursuit in particular of its desire to effect the large-scale transfer of natural resources out of Maori and into settler ownership, it advanced new narratives built around the themes of order, stability, the rule of law, and material advancement. The manner in which those ‘old’ and ‘new’ narratives were deployed, how they related one to the other, and the outcomes of that interaction are among the chief issues examined in the chapters that follow.

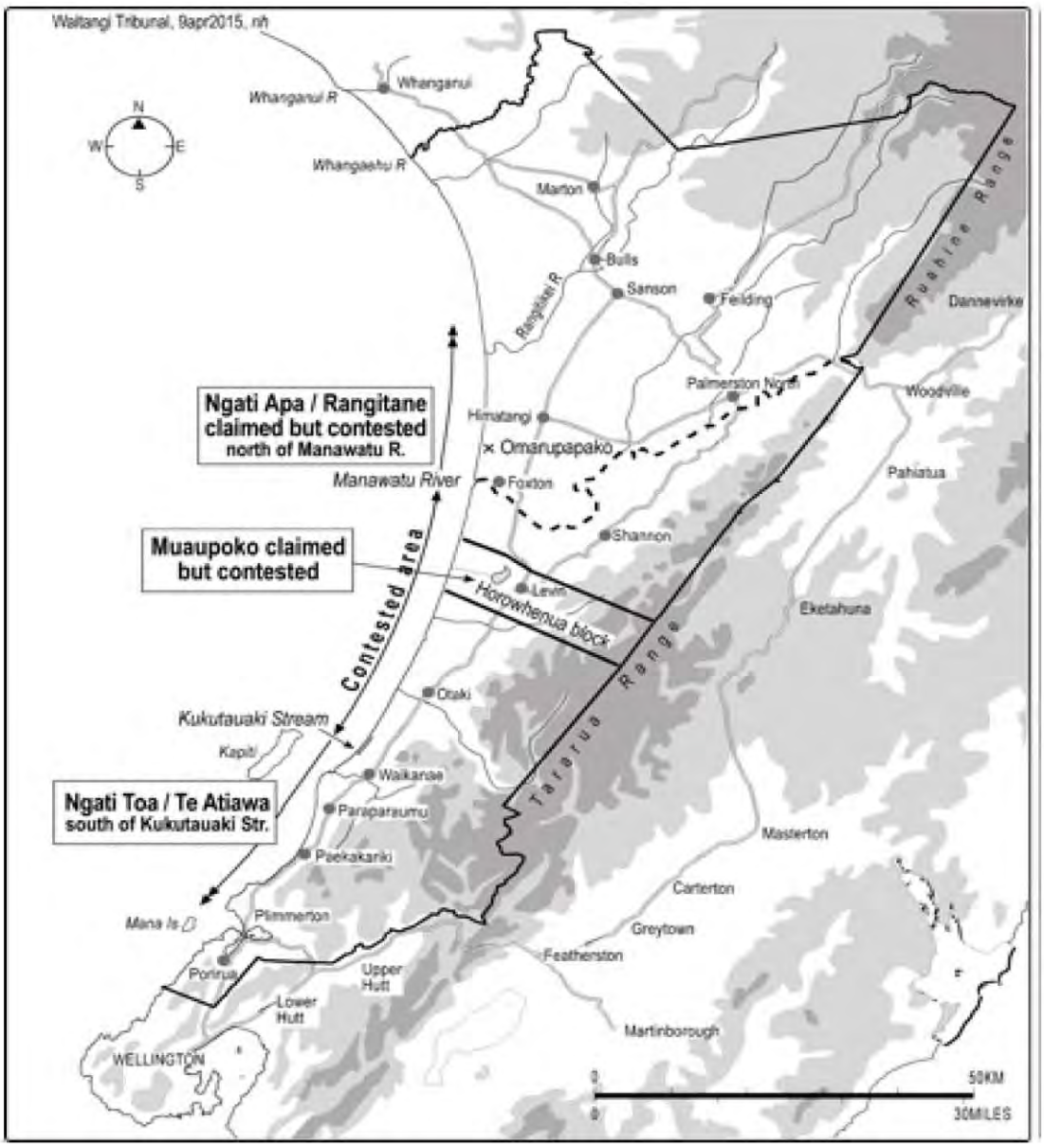
Chapter 2: The Rangitikei-Turakina transaction, 1849-1850

Introduction

The Crown's desire to acquire lands on the North Island's west coast came just a decade after the end of the pre-annexation civil wars and thus at a time when suspicion and distrust appeared to characterise regional inter-iwi relationships. Some, at least, of those who had participated in the battles and the migratory movements that followed remained alive and their memories vivid. The intervention of the Crown encouraged some iwi to try to regain or enhance their position and security by establishing alliances with that new and nascent power, but induced others to set out to preserve their territorial and political autonomy. Some were persuaded that through the sale of land they could secure the benefits that the newly arrived and developing economy could offer, while others decided that it was only by retaining and controlling their lands, forests, and waterways that they could preserve their heritage, culture, and identity. Map 2.1 sets out, in simplified form, the contested lands of the Porirua ki Manawatu Inquiry District: Nagai Raukawa occupied and claimed most of the lands between the reaches of the Manawatu River in the north to the Kukutauaki Stream in the south.

To describe and explain their histories, their tribal relationships, and their aspirations, and above all to establish a basis on which they could engage and negotiate with the Crown, the region's iwi sought to construct their own accounts of their place and position. Those accounts emerged and took shape as the Crown pursued its land purchasing ambitions during the decade of the 1850s and would assume a more decided shape and form as the Crown's effort to acquire the most coveted of all the lands, the Rangitikei-Manawatu block, gathered pace. Chapter 2 examines those narratives as they emerged and took preliminary shape during the discussions and negotiations that culminated in the sale and purchase of the Rangitikei-Turakina block. As the Crown embarked upon its land purchasing programme, its agents began to develop their own interpretations of the pre-annexation history of the region and of the relationships among the iwi who claimed its lands as their own. As contact and interaction between the Crown's agents and west coast Maori broadened and

deepened, those views began to coalesce into a narrative that was intended not merely to facilitate the Crown's interactions with the contending iwi but ultimately to explain and justify its large-scale land purchasing programme. The Crown's submission's during the Himatangi hearing of 1868 saw that narrative gain its fullest expression.



Map 2.1. The Porirua ki Manawatu Inquiry District: the contested lands

Pre-emptive purchasing by the Crown and Porirua ki Manawatu

Under the Treaty of Waitangi the Crown had the sole right to purchase land from Maori. In 1846, the Colonial Office having reaffirmed its assumption that Maori did indeed own the colony's 'waste lands' and not merely those that they occupied and/or cultivated, the Secretary of State for the Colonies, in the course of his instructions issued to Governor Grey, suggested that the purchase of land at nominal and its resale at significantly enhanced prices made possible what he termed 'the progressive and systematic settlement of the colony.' He went on to express the hope that Grey would convince Maori that:

> … the Crown receives the money so paid for land only as trustee for the public, and that it is applied for their benefit as forming part of the community; that the price obtained for land which is sold to settlers affords the means of constructing roads and bridges, of building churches and schools, and of introducing an additional European population; thus really conducing far more to their advantage than the paltry supply of goods which, if they sold the land for themselves, they would obtain for it.[195]

It was Grey who, as Governor from 1845 to 1853, formulated the policy under which the Crown would set out to acquire land from Maori. At its heart lay several convictions: first, that purchasing land from Maori would be far less expensive that attempting to take it by force; second, that Maori required no more than limited reserves sufficient for their sustenance and maintenance; third, that only nominal prices, sufficient to constitute a recognition of ownership, should be paid; fourth, that only purchase at nominal prices would enable the colony's economic development to proceed; fifth, that only the Crown was in a position to fund immigration on the scale required and the colony's many infrastructural needs; and, sixth, that the real benefits – health, education, and security – to Maori would flow from Pakeha settlement.[196]

---

[195] 'New Zealand. Copies of despatches from the Governor of New Zealand enclosing or having reference to reports and awards made by Mr Spain, Commissioner of Land Claims, upon the titles to land of the New Zealand Company, and of other claims,' BPP 1846, Volume XXX, pp.525-526.

[196] For very useful discussions of the development of early Crown purchasing policy, see, Ian Wards, *The shadow of the land. A study of British policy and racial conflict in New Zealand, 1832-1852.* Wellington: Historical Publications Branch, Department of Internal Affairs, 1968; Vincent O'Malley, 'The Ahuriri purchase: an overview report,' (commissioned research report, Wellington: Crown Foretsry Rental Trust, 1995); Armstrong, '"A sure and certain possession;' and Donald M. Loveridge, '"An object of the first importance:" land rights, land claims, and colonisation in New Zealand, 1839-1852,' (commissioned research report, Wellington: Crown Law Office, 2004).

Grey thus decided that purchase should proceed through the acquisition of large blocks in advance of Pakeha settlement, that is, before the construction of roads and bridges, towns, schools, and hospitals had added value to the land and encouraged Maori vendors to seek more than the nominal prices that the Crown was willing to pay. Grey noted that the few instances in which Maori had demanded 'exorbitant prices' were those in which European settlement had preceded purchase and values had risen as a result. In those instances Maori had 'refused to part with them for a nominal consideration, but insisted upon receiving a price bearing some slight relation to the actual value of the lands at the time the purchase was completed. The obvious means of avoiding this difficulty for the future,' he added, 'is for the government to keep its purchases of land sufficiently in advance of the spread of the European population.'[197] This 'land fund' system of colonisation thus developed long shaped the Crown's approach to Maori and the purchase of their lands.

The Crown's desire to acquire land in large blocks also originated in Grey's efforts to meet the land claims associated with the New Zealand Company.[198] In 1847 the Crown and the Company entered into a three-year agreement under which the latter would have a pre-emptive right of land purchase in, among other areas, the southern districts of the North Island. In practice, the Crown undertook to purchase land with the Company meeting the costs. The Crown's first objective was thus to enable the Company to discharge its obligations to those who held unsatisfied land orders in its settlements: the acquisition of lands at Porirua, Manawatu, and Rangitikei was seen as a means of meeting that obligation.

For Grey, purchases of land were also intended to secure certain geo-political ends, that is, bringing the entire country under the control of the Crown and enhancing internal security through strategic land acquisitions and the planting of European settlements. Thus, with respect to the west coast, Grey set out to 'enforce British authority [and] … to strengthen our alliances along the coast in the direction of New Plymouth; to accustom the natives to, and to inspire them with a respect for, British

[197] Grey to Earl Grey 15 May 1848, BPP 1848-1849,Vol XXXV, p.24. For a discussion of Grey's 'native policy,' see A.H. McLintock, *Crown Colony Government in New Zealand,* Wellington: Government Printer, 1958, pp.205-213. See also J. Rutherford, *Sir George Grey KCB 1812-1898. A study in colonial government.* London: Cassell & Company, 1961, especially Part IV.
[198] Loveridge, '"An object of the first importance,"'pp.333-335.

laws and usages; to choose proper sites along the coast for military and police stations …'[199] In particular, Grey was keen to establish 'strategic corridors' linking Pakeha settlements. Thus, the skirmishes in 1846 in the Hutt Valley and Porirua involving Te Rangihaeata, the arrest and detention of Te Rauparaha, and the decision of Te Rangihaeata to retreat to swamps about the mouth of the Manawatu River, rendered him anxious to establish what Wards called a zone of 'European dominance' between Wellington and Whanganui.[200] Grey's intentions, in fact, troubled west coast Maori, as Te Rauparaha, Matene Te Whiwhi, and Te Whatanui, among others, early in 1846, made plain to Grey. At the same time, they also indicated that they were 'anxious that the laws of the Queen should be firmly and permanently established among us …'[201] That desire and their commitment to observing the law subsequently informed their expectations of the manner in which the Crown would conduct itself, not least in respect of their lands.

Grey was also clear that purchase should be employed to thwart the efforts of individual settlers from negotiating with Maori for leases of land suitable for depasturing purposes. Where leases were being negotiated, the rents commonly implied land values considerably in advance of what the Crown considered acceptable and considerably in advance of what it was willing to pay. Moreover, the emergence of a potentially powerful group with vested and possibly defensible interests was a major concern. Grey also sought to render illegal (through the Native Land Purchase Ordinance 1846) any private leasing of lands in Maori ownership: as will become apparent in subsequent chapters, the law was honoured in the breach. Finally, Grey believed, the purchase of land could be employed to resolve potentially dangerous and destabilising conflicts among hapu and iwi over land, and that Maori themselves would discern in the sale of land an opportunity to settle long-standing rivalries and grievances.

In implementing the policy, the Crown undertook to create for Maori permanent and inalienable reserves. Futher, McLean, in particular, laid considerable emphasis on the

[199] Grey to Stanley 22 April 1846, in 'New Zealand. Copies of despatches,' BPP 1846, Vol XXX, p.465. See also Richard Boast, 'Ngati Toa and the colonial state,' (commissioned research report, Wellington: Waitangi Tribunal, 1998) pp.50-52.
[200] Wards, *The shadow of the land*, p.324.
[201] Te Rauparaha and others to Grey 19 January 1846, 'New Zealand. Copies of despatches,' BPP 1846, Vol XXX, pp.416-417.

collateral advantages and benefits of land sales that would accrue to Maori. Such benefits included the improved security, rising land values, public works, employment, schools, and hospitals that, it was claimed, would accompany and follow Pakeha settlement. Such deferred benefits would not only induce Maori to sell, it was believed, but would also encourage them to accept modest prices. Payment for lands acquired would be by way of instalments over several years: such a mode of payment, Grey hoped, would confer upon the Crown, 'almost unlimited control' over the Maori vendors.[202] Implementation also required the observance of certain standards: the careful definition of the blocks to be purchased and boundaries explicitly agreed to by Maori; an investigation of ownership in advance of purchase; the identification of all owners or rights-holders and their relative shares; the involvement of all those with claims to the lands in question in open debate about the merits or otherwise of any sale; and the informed and freely granted consent of Maori.

Purchasing was entrusted to Donald McLean. In 1844 McLean had been appointed to the Protectorate of Aborigines and served as sub-protector in Taranaki and, from 1846, as a police inspector. In 1848 Grey drew him into land purchase negotiations in both Taranaki and Hawke's Bay: among his first major purchases was the Rangitikei-Turakina block. In 1854 a Land Purchase Department was established with McLean as Principal (later Chief) Land Purchase Officer (later Commissioner): with respect to land purchases, the Commissioner was the sole medium of communication between Maori and the Crown. The Native Secretary was a member of the Department: in 1856 the position of Native Secretary was merged with that of Chief Land Purchase Commissioner and McLean assumed the newly created position, retaining it until 1861.[203]

It is of interest to note at this juncture that the policy articulated and developed by the Crown scarcely won universal endorsement. Thus William Fox, who would play a central role in the efforts of the Crown to acquire the Rangitikei-Manawatu block in particular, dismissed the Treaty as 'a great sham' and claimed that it had been 'the

[202] J. Luiten, 'Whanganui ki Porirua,' p.8.
[203] Alan Ward, 'McLean, Donald,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

work of landsharks, missionaries, and missionary landsharks.'[204] In 1851, just after the completion of the Rangitikei-Turakina transaction, he recorded that the title of Maori:

> … to the waste lands having, by an unfortunate policy, been recognised as valid by the British government … there is no course to be pursued but to wait patiently until the natives either become extinct, or can be persuaded to change their minds. But considering that it has been by a mistaken policy of the British government that the native ownership of the waste lands has been recognised, it would seem incumbent on it to make any reasonable sacrifice to obtain, by purchase, districts which are of vital importance to the prosperity of Wellington. It is probably, after all, only a question of money, and under the circumstances, even if it should cost £50,000, it does not seem unreasonable to suggest that it is the duty of the government to obtain the Manawatu, Wiararapa [*sic*], and Hawke's Bay districts without delay. The outlay would soon be repaid by the rapid prosperity of the country so purchased, and of Wellington which, without it, cannot make any considerable progress.[205]

Crown land purchasing in Wellington Province

It will be helpful to summarise briefly the course of Crown land purchasing in Wellington Province. The most useful general survey, covering the period from 1840 to 1876 and thus beyond the period examined in this chapter, is that offered by Watson and Patterson as subsequently revised by the latter: it is from the revised version that the following comments are drawn.[206] Using information from 404 land transactions, ranging from less than one to 275,000 acres, Patterson graphed purchases by year and type (Crown colony, central government, provincial government, and provincial and central government) and identified four major purchasing 'surges:' the first occurred during the period from 1839 to 1842, and included the efforts by the New Zealand Company to acquire land from Maori by direct purchase; the second from the late 1840s to about 1860 included Crown efforts to acquire land (notably the Rangitikei-Turakina block) to meet the commitments

[204] William Fox, *The Rangitikei-Manawatu purchase: speeches of William Fox, counsel for the Crown, before the Native Land Court, at Otaki, March and April 1868.* Wellington: William Lyon, 1868, p.14.
[205] William Fox, *The six colonies of New Zealand.* London: J.W. Parker, 1851, pp.24-25.
[206] M.K. Watson and B.R. Patterson, 'The white man's right:' alienation of Maori lands in the southern North Island district, 1840-1876,' Victoria University of Wellington, Department of Geography *Working Paper 3*, 1985, and Jack McConchie, David Winchester, and Richard Willis, editors, *Dynamic Wellington: a contemporary synthesis and explanation of Wellington*. Wellington, 2000, pp.155-178.

entered into by the New Zealand Company and the effort to make land available to pastoralists; the third during the mid 1860s followed the decline in hostilities and the renewed expansion of pastoralism; and the last during the early 1870s accompanied the immigration and public works programme supported by the general government.

In terms of the number of purchase transactions (the size of which varied greatly), purchasing activity was most intense between 1853 and 1860 when acquisition was conducted by the general government's Native Land Purchase Department. During the 1860s, when responsibility for purchasing was assumed by the Wellington Provincial Government, the number of completed transactions fell although the purchases effected involved very large blocks. The number of blocks acquired increased again during the 1870s when the responsibility for purchasing was shared by both general and provincial governments. During the 1850s most purchasing effort, that is, apart from the acquisition of the Rangitikei-Turakina block, was concentrated in the Wairarapa and Ahuriri districts. During the 1860s, and into the 1870s, the Crown's attention turned to the Manawatu and Horowhenua districts. Over the entire period from 1840 to 1876, the Crown acquired in the Province a total of 923,000 acres in the Rangitikei and Manawatu (including Horowhenua) districts, or 18.9 percent of the provincial total.[207]

The New Zealand Company 'purchase'

Reference was made above to the desire of the Crown to fulfil the unsatisfied land orders of the New Zealand Company's Wellington settlers. To fulfil its obligations – and in anticipation of the British Government's plans to annex New Zealand and to impose Crown pre-emption in respect of land purchase – the Company sought to acquire from Maori as much land as possible. It concluded the Kapiti Deeds of 25 October and 8 November 1839 by which it believed that it had acquired a valid title to a large area. The apparent willingness of Ngati Raukawa to alienate land saw the return of the Company to the Manawatu in December 1841 in an attempt to conclude a new agreement over lands that reached from the Horowhenua to the Rangitikei

[207] Patterson, 'The white mans right,' p.163.

River and inland to the Tararua Range.[208] According to William Mein Smith, then engaged as the New Zealand Company's surveyor general and who had conducted a reconnaissance survey of the region, Ngati Raukawa declined proposed reserves, claiming that 'they had plenty of other land … at Rangiteke [sic], Ohu, and Otaki.'[209] Publication of his report encouraged many prospective settlers to visit the district once thought of as comprising largely sand hills and swamps but by 1850 understood to comprise a succession of open downs and plains and to constitute land that could 'not be surpassed by any district in any of the Southern Colonies.'[210]

The company elected to negotiate with Ngati Raukawa rather than Ngati Apa, Rangitane, and Muaupoko.[211] On 2 February 1842, and despite the vehement opposition of Te Rauparaha and Te Rangihaeata, 36 Ngati Raukawa rangatira, including Te Whatanui, Nepia Taratoa, and Te Ahukaramu, agreed to alienate land, although it is not at all clear (as Spain's later investigation would conclude) that they understood fully the nature of the transaction.[212] Tonk suggested that the offer to sell originated, in part, in an effort by Ngati Raukawa to capture some of the trade with Pakeha, and, in part, in an effort by the iwi to assert both its mana over the land and its independence of Ngati Toa.[213] The land was formally offered to the Company in December 1841 although it was not until 2 February 1842 that the transaction was completed: the price was £1,000, in goods. Ngati Raukawa appear to have dismissed the opposition offered by Te Rauparaha and Te Rangihaeata, although they

[208] Spain recorded that Te Whatanui called a hui at which he sought to convince his people 'that it was necessary to sell Manawatu.' The meeting agreed and a delegation proceeded to Wellington to make the offer. See Spain, Report No.6 – Manawatu,' in 'New Zealand. Copies of despatches,' BPP 1846, Vol XXX, pp.106ff. Much of the material in this section is taken from Mark Krivan, '"Unrealised plans." The New Zealand Company in the Manawatu 1841-1844,' Research exercise, Diploma in Social Science in History, Massey University, 1988.

[209] Spain, 'Manawatu,' in 'New Zealand. Copies of despatches,' BPP 1846, Vol XXX, pp.107-109. For Smith, see Phillippa Mein Smith, 'Smith, William Mein,' *Dictionary of New Zealand biography. Te Ara – encyclopaedia of New Zealand*, updated 30 October 2012.

[210] Editorial, *Wellington Independent* 6 March 1850, p.2.

[211] Petersen claimed that 'The Company had ... [a] nebulous conception of who was competent, according to Maori custom, to dispose of the common property of the tribe. Some chiefs who had no rights over the land were eager sellers, while others who had rights were not consulted.' See G.E. Petersen, *Palmerston North: a centennial history*. Wellington: Reed, 1973, p.37.

[212] Ballara recorded that Te Rangiaheata travelled from pa to pa remonstrating with those who had agreed to sell land. See Ballara, 'Te Rangihaeata.'

[213] Rosemarie V. Tonk, *The first New Zealand land commissions, 1840-1845*. MA Thesis, University of Canterbury, 1986, p.197. With respect to Ngati Raukawa's apparent desire to assert its independence, Tonk cited Patricia Burns, *Te Rauparaha: new perspective.* A.H. & A.W. Reed, Wellington, 1980, p.126; and Ann Parsonson, 'He whenua te utu: the payment will be land.' PhD Thesis, University of Canterbury, 1978, p.173.

acknowledged that the iwi's migration into the region had been at the invitation of Te Rauparaha. When Te Rauparaha, in the wake of the Wairau affray, reasserted 'supreme control,' Ngati Raukawa (according to Wakefield) indicated that the land returned 'to him who had first taken it. It was true, the Ngatiraukawa had no land but Taupo and Maunga Tautari ...'[214]

Evidence relating to the response of Ngati Apa, Rangitane, and Muaupko to the transaction appears limited. During the 1868 Himatangi hearings, Kawana Hunia claimed that both Muaupoko and Rangitane drove surveyors off the land in question.[215] To the north of the Manawatu River, Ngati Apa, Te Upokoiri, Rangitane, and Ngati Parewahawaha of Ngati Raukawa made clear their opposition by erecting pou at carefully chosen points, while Ngati Apa occupied Omarupapako, Kai Iwi, and Moutoa.[216] Thus Peeti Te Aweawe of Rangitane informed the Court that 'During the sale to the NZ Company, Matiu placed a post of Moutoa, Kingi Hori Te Anaua put his post at Omarupapako, while Te Hakeke put his post as Kaiiwi. The land was to be for Ngati Apa, Rangitane, and those of Ngati Raukawa who had a right to it.'[217]

Opposition on the part of Ngati Apa, Rangitane, and Muaupoko to the transaction went further. In 1859 James Grindell recorded that relationships between Ngati Raukawa and Ngati Apa in particular had been impaired by 'the fact of Nepia having engrossed to himself all the merchandise given by Colonel Wakefield for the purchase of the Manawatu ...'[218] In fact, while the distribution of the sale goods no doubt constituted an irritant, it is more likely that at the heart of the dispute were competing claims to manawhenua and over who had the right to alienate. In such case, the rift that developed was an early manifestation of the competing narratives that would emerge and the difficulties that would surround the Crown's later attempts to acquire the Rangitikei-Manawatu block.

---

[214] Wakefield, *Adventure in New Zealand*, Volume 2, p.376. On the dismissal of the opposition offered by Te Rauparaha and Te Rangihaeata, see p.142.
[215] Native Land Court, Otaki Minute Book 1, pp.56-65.
[216] Native Land Court, Otaki Minute Book 1D, pp.459 and 504.
[217] Native Land Court, Otaki Minute Book 1D, p.486.
[218] James Grindell, Diary, ATL MS-Group-1551. Grindell arrived in New Zealand in 1850, served with the colonial forces during the wars of the 1860s, and subsequently occupied a number of official positions, including Deputy Registrar of the Supreme Court and Clerk to the District Court of Hawke's Bay, and Land Purchase Agent in the Department of Native Affairs. He worked as a licensed interpreter and was sometime editor of *Te Waka Maori o Niu Tirani*. After what appears to have been a chequered career, he died in Napier in 1900.

The claims of the New Zealand Company to have 'purchased' millions of acres from Maori attracted bitter criticism from the Church Missionary Society. The Company insisted that its purchases were secure, but the Colonial Office appointed William Spain to investigate the Company's claims. In March 1843 Spain began his investigation of the Company's Manawatu-Horowhenua purchase. His first task was to establish the title of sellers to the lands that had been sold: Spain applied the principle 'that mere conquest unsupported by actual and permanent occupation and more particularly where the conquered parties still remain in occupation … bestows no title on the invaders.' Thus, 'the residents and they alone have the power of alienating any land.'[219] Muaupoko, Rangitane, and Ngati Apa were not included in his investigations. Rather, they centred on the Company's negotiations with Ngati Raukawa and he concluded that the validity of the sale rested on whether the Ngati Raukawa rangatira Taikopurua had consented to sell and had received payment. Taikopurua claimed never to have sold any land, a claim that was supported by Amos Burr and Thomas Kebbell.[220]

With respect to Te Rauparaha and Te Rangihaeata, Spain, when at Otaki in 1843, noted that 'every witness ... was more or less under the influence of these two chiefs, one or both of them.'[221] At Ohau, he recorded, Te Rauparaha forbade the sale to the New Zealand Company, and noted that while some wished to respond 'their courage seemed to fail them in his presence, and at least, under the influence of a power which they felt was irksome, yet could not resist, they told us that any further attempt would be fruitless ...'[222] Even at that stage Te Rauparaha's claim to exercise overlordship appears to have been waning. For his part, Spain insisted that Te Rauparaha had 'no claim whatever … to Manawatu:' he relied on the evidence of Te Ahukaramu, describing him as the 'only witness who gave anything like a statement of what occurred between Colonel Wakefield and the Manawatu Maoris on the subject of this

[219] Spain's report, No.2, Nelson, Part 1, 'New Zealand. Copies of despatches,' BPP 1846, Vol XXX, p.37.
[220] Burr (known to Maori as 'E mutu') arrived at Port Nicholson in 1840 and assisted the New Zealand Company in its land purchase negotiations. See Vera L. McLennan-Boman, *Glimpses into early Manawatu: the saga of Amos and Lydia Burr*. Waikanae [1985]. Kebbell arived in 1841 and, with his brother John, established a sawmill at Paiaka in the Manawatu.
[221] Spain, 'Manawatu,' in 'New Zealand. Copies of despatches,' BPP 1846, Volume XXX, p.109.
[222] Spain, 'Manawatu,' in 'New Zealand. Copies of despatches,' BPP 1846, Volume XXX, p.110.

sale.' Te Ahukaramu's evidence tallied with that offered by Burr and Kebbell apart, that is, from the location and boundaries of the land involved.

Before the Commissioner, Ngati Raukawa appeared to back away from the transaction, insisting, contrary to the Company's claim to have acquired a large tract of land, that they had sold only small scattered blocks. On the grounds of Taikopurua's omission from the negotiations and agreement, the inconsistency between the 6 September agreement and the deed of sale, and the inadequacy of the consideration, Spain found the Company's purchase to be invalid, with the exception, that is, of a 100-acre block, 'Te Taniwa' (transferred to the Company on 25 April 1844).[223] Spain did recommend that the Company should have the right of pre-emption over the land defined by the deed, but, encouraged by Te Rauparaha and by the Church Missionary Society missionaries Henry Williams and George Clarke, Ngati Raukawa proved increasingly reluctant to sell. In short, as J.S. Marais observed, Spain's investigations revealed that 'the Company possessed hardly a pretence of …[a title] to any of the lands it had bought.'[224] That left those to whom the New Zealand Company had issued land orders in an awkward position.

The transactions involving Ngati Raukawa and the New Zealand Company thus began to expose the complexity of land ownership claims in the Porirua ki Manawatu Inquiry District. They also served to initiate a process of commodification by which land was transformed into a marketable commodity: land had begun to acquire a monetary value and could be traded or alienated. Commodification thus conferred upon the possession and control of land a new and urgent importance and served to expose and/or intensify inter-hapu rivalries, and to augment jealousy and distrust. It also encouraged the adoption of strategies by which hapu and iwi sought to assert ownership, occupation, and control in a district in which a complex pattern of settlement and occupation had developed by 1840.

The company's claims also served to engender some stern opposition to the notion of land sales. In October 1846 Te Rangihaeata arrived at the small Maori settlement

[223] Anderson and Pickens, *Wellington district*, Chapter 2. Krivan suggested that the failure of the New Zealand Company to consult Muaupoko, Rangitane, and Ngati Apa also invalidated the sale, but Spain made no reference to those iwi. See Mark Krivan, 'Unrealised plans,' p.43.
[224] J.S. Marais, *The colonisation of New Zealand.* London: Oxford University Press, 1927, pp.128-129.

Porou-ta-whao (north of Levin): undeterred by a mixed welcome and clearly angry over the detention of Te Rauparaha, he endeavoured to enlist support as 'the head of a depressed, but still dangerous and not to be despised party.'[225] Bitterly opposed to the alienation of any land in Maori ownership, he directed Nepia Taratoa to order all settlers to leave the Manawatu within eight days. The latter, together with Thomas Kebbell, Thomas Cook, and Compton, confronted Te Rangihaeata towards the end of the month. Claiming that 'natives are coming from Rangitikei and all parts to join me,' Te Rangihaeata insisted that he could 'not answer for their conduct,' at the same time threatening to kill Cook on account of his alleged involvement in the apprehension of Te Rauparaha. It was an early indication of the complexities McLean would encounter when he embarked upon the acquisition of Rangitikei-Turakina.[226]

By 1844 the Company was in serious financial difficulty. In 1847 the Crown and the New Zealand Company entered into an agreement under which the latter was granted a right of pre-emption over lands that included some 78,800 acres 'in the neighbourhood of Port Nicholson.' By such means, it was hoped that the Company could meet its obligations to those who had purchased land orders in its settlements. In 1850 the New Zealand Company surrendered its charter: meeting its obligations to those with unsatisfied New Zealand Company land orders would eventually fall to the Wellington Provincial Government.

The first major purchase: the Porirua block

The purchase of the Porirua block, described by Boast as 'a core area of particular importance to Ngati Toa,' was negotiated by Grey, evidently to protect Wellington from 'evil disposed natives' and to try to prevent any repetition of the violence that had flared in the Hutt Valley during 1846.[227] The details of the negotiations leading to this acquisition appear not to have been recorded or not to have survived, but it is clear that purchase was undertaken largely for strategic and defensive reasons. The transaction does not appear to have involved contending or overlapping interests that might otherwise have generated rival claims and competing accounts of the basis of

[225] 'Manawatu,' *New Zealand Spectator and Cook's Strait Guardian* 14 October 1846, p.2.
[226] 'Manawatu,' *New Zealand Spectator and Cook's Strait Guardian* 31 October 1846, p.2.
[227] Richard Boast, 'Ngati Toa lands report. Report One: 1800 to 1870,' Wellington, 2007, p.54.

such claims. The deed for the block was signed on 1 April 1847 by ten vendors who included Matene Te Whiwhi and Tamihana Te Rauparaha. Three reserves aggregating some 1,600 acres were made around Paremata Harbour.[228] The price was £2,000: £1,000 was paid immediately, the balance in two annual instalments, each of £500. The method of payment, in Grey's estimation, gave the government 'almost unlimited control over a powerful and hitherto treacherous and dangerous tribe.'[229]

Just three weeks after the Deed of Cession had been signed, on 18 April 1847, Te Rangihaeata (who had established a settlement at Poroutawhao in the wake of the conflicts of 1846) launched a raid on Kapiti in an action interpreted by the *New Zealander* as a demonstration of his determination to 'destroy the power of the white man in this district.' It prompted calls for the Government to take possession of the Manawatu.[230] The *Wellington Independent* subsequently published a report from the Manawatu in which it was suggested that Maori from the Manawatu, Otaki, and Rangitikei could join Te Rangihaeata. The 'threatening attitude' of Maori, it was claimed, rendered 'the extensive and fertile tract of country from Waikanae to Wanganui … entirely useless …'[231] In fact, **w**hile Te Rangihaeata attracted some support, most Maori (often termed 'missionary Maori') appear to have opposed his conduct and, concerned that the stationing of military personnel in the region would provoke rather than deter, offered their protection to settlers. In 1847 the settler population of the Porirua area numbered just 96 and that of the district termed 'Coast to Manawatu' just 128.[232]

The Rangitikei-Turakina transaction

Other pressures were being exerted on the Government to acquire the west coast lands, among them the desire of the New Zealand Company to satisfy the requirements of those who had purchased its land orders. Attention turned to the 'Manawatu lands.' In March 1848 McLean recorded that he met Ngati Apa at

[228] Luiten, 'Whanganui ki Porirua,' p.9.
[229] Quoted in Luiten, 'Whanganui ki Porirua,' p.8. The reference is given as ANZ Wellington G30/12 47/28.
[230] 'Wellington,' *New Zealander* 1 May 1847, p.3.
[231] Untitled, *Wellington Independent* 15 May 1847, p.2.
[232] 'Wellington – population – 1847,' *Wellington Independent* 1 January 1848, p.3.

Turakina to discuss the iwi's offer of all the land between *Whangaehu* and *Turakina*, recording that 'they seem reasonable in their expectations and could be easily dealt with for a large tract of cattle grazing at a moderate price if they are the only claimants.'[233] A few weeks later he advised Lieutenant Governor Eyre that Ngati Apa living between Whangaehu and Turakina had offered for purchase a block of land. He reported that:

> The line of coast claimed by this tribe extends from Wangaehu to some miles south of Rangitiki [*sic*] but I have not been able … to ascertain the exact termination of what is agreed between them and the Manawatu natives to be their southern boundary further than it is said to be halfway between Rangitiki and Manawatu.
>
> The right of the Ngati Apa tribe to dispose of their landed property has not until very recently been admitted by Te Rauparaha and the other chiefs who conquered that part of the country. One of these chiefs, Te Whatanui who died two years ago claimed as far as the Turakina River where he erected a boundary post to designate that his share of the conquered country extended so far.

The discussions that took place among Ngati Apa leading to a decision to sell to the Crown appear not to have been recorded. What is known is that the iwi sustained significant losses during the pre-annexation civil wars, that its leadership had been seriously depleted and left in a disorganised state, and that it had largely vacated the extensive tracts of land lying to the south of the Rangitikei River to which it had laid claim. It also confronted restless and powerful adversaries. To the north-east lay Ngati Tuwharetoa, anxious to protect its south-western flanks from Pakeha penetration and occupation. To the south lay Ngati Toa under Te Rauparaha and Te Rangihaeata, the latter especially expressing aggressive intent, his marriage to Pikenga notwithstanding, and the substantially larger and more powerful Ngati Raukawa apparently determined not to sell any of the lands to which it laid claim.

Ngati Apa may well have believed that the selling of land and its settlement by Pakeha offered it an opportunity to forge an alliance with the Crown and thus to enhance its security. The alienation of the Rangitikei-Turakina block in particular would interpose the Crown and a substantial area of Pakeha settlement between the

[233] McLean, Diary, McLean Papers ATL MS-1220.

iwi and both Ngati Tuwharetoa and Ngati Raukawa. As importantly, negotiations with the Crown would signal the Crown's affirmation of its manawhenua, of its status as a tribe that had not been conquered and enslaved, while a successful sale would constitute an important step in what would emerge as a larger plan to dispose of most of the lands along the North Island's west coast to which it lay claim and to which even greater opposition could be expected to materialise. The importance of that affirmation and the duty bestowed upon Kawana Hunia by his father would later form important elements of the Ngati Apa narrative.[234] Finally, the iwi's offer appears to have been prompted by two other considerations: first, the expectation, assiduously fostered by the Crown, that in the train of European settlement would follow economic development, hospitals and schools; and, second, a fear that the Crown would negotiate with those who claimed to have conquered the lands in question. By making an offer to sell and by drawing the Crown into negotiations, Ngati Apa sought to secure Crown recognition of its manawhenua and the wealth that the land represented.[235]

The Crown's desire to acquire the west coast lands had complex origins. The acquisition of land generally from Maori was intimately bound up with its desire to establish British hegemony throughout the colony. The acquisition of the Rangitikei lands offered certain other potential benefits, including the opportunity to initiate the construction of a strategic corridor that linked Whanganui and Wellington and to deter incursions by potential enemies from the north. McLean later noted that having the Whanganui and Rangitikei peoples 'bound up with us will be as good security for the tranquillity of the district as a body of soldiers.'[236] Acquisition would also afford the General Government an opportunity to fulfil its legal obligations to those still to

[234] Hunia's father had been captured at Rangitikei by Te Rauparaha but released, according to McDonald, 'with the idea of forming a barrier between the Wanganui tribes and the Ngati-Toa conquest. It is certain that his tribe thereafter lived, to a certain extent, as tributaries to the Ngati-Raukawa, who settled that part of the country.' He went on to add that 'Te Hakeke never ceased to harbour thoughts of revenge for the degradation of his tribe,' dedicating his first-born but short-lived son to the recovery of his tribal lands. The task fell to Kawana Hunia. McDonald described him 'a man of magnificent port and dignity … arrogant, a splendid orator, ostentatious, and masterful,' but also lacking in courage. See McDonald, *Te Hekenga*, pp.130-131.

[235] On this matter, see Ann Parsonson, 'The pursuit of mana,' in W.H. Oliver with B.R. Williams, editors, *The Oxford history of New Zealand*. Oxford: Clarendon Press: Wellington, New York: Oxford University Press, 1981, pp.140-167.

[236] McLean to Colonial Secretary 17 August 1850, 'Correspondence and papers relating to Native inhabitants, the New Zealand Company, and other affairs of the colony,' BPP 1851, Volume XXXV, p.45.

exercise their land orders secured from the New Zealand Company, and to forestall the private negotiations taking place between pastoralists and Maori over the leasing of the Rangitikei lands. Informed by McLean that the price of the Rangitikei-Turakina block would be £2,500, the New Zealand Company (on whom the cost fell) complained, claiming that the 'illegal' intrusion of squatters 'under the connivance and sanction of the natives' constituted the 'evil' which had induced Maori to develop 'extortionate' ideas about the value of the land.[237] Private leasing, in the Crown's assessment, had the potential, at least, to complicate greatly its efforts to acquire land and to do so at prices that it considered acceptable. Such leasing, as the expansion of the pastoral frontier into the Wairarapa and in the Ahuriri and Heretaunga-Tamatea districts suggested, could create powerful vested interests and alert Maori to the free-market value of their lands. The Crown had one other reason for responding affirmatively to Ngati Apa's offer, the possibility that sale and purchase would enable it to deter or to defeat and disrupt what it chose to believe was a putative 'land league' or 'combination,' a united front mounted by iwi to the sale of land.[238]

Opening negotiations

In May 1848, McLean advised Eyre that both Te Whatanui's son and Te Rauparaha had made it clear that they would not press any further claim to 'the Ngatiapa country,' so that the purchase could be easily effected.[239] A few weeks later, in May 1848, he met Nepia Taratoa, Te Ahukaramu, and other Ngati Raukawa chiefs.[240] They evidently indicated that they would not oppose the sale of lands lying to the north of the Rangitikei River but did wish to be consulted. A party of their people was living at Poutu on the north side of the Rangitikei River 'which district the Ngatiapas are desirous to dispose of … Taratoa informed me that he does not dispute the Ngatiapa's claim to the district, but he should expect to be consulted if a sale took place that he might previously remove the natives of his tribe who are residing there.'[241]

[237] Armstrong '"A sure and certain possession,"' p.112.
[238] This matter is discussed below.
[239] McLean to Eyre 18 April 1848, ATL QMS-1208.
[240] Nepia Taratoa was a nephew of Te Rauparaha and had migrated to the region with Te Whatanui as part of the Heke Kariritahi ('great migration') of c.1827.
[241] McLean to Eyre 10 May 1848, ATL QMS-1208.

Te Rangihaeata, on the other hand, began to make his opposition to any sales clear. His destruction of Best's house (erected by Te Hakeke) at Tawhirihoe in July 1848 was generally interpreted as an effort to deter runholders and to compel Ngati Apa, in the event that the block was sold, to acknowledge Ngati Toa's superior claims.[242] Such opposition appears to have encouraged Ngati Apa to exert greater pressure on the Crown to complete the transaction. That pressure, the private negotiations being carried on with Maori by pastoralists anxious to lease land for cattle runs, and the fact that the ownership of the land about Whangaehu and Turakina was not in dispute and could be enclosed by river boundaries, induced McLean to press ahead. Interestingly, he recorded in his diary that according to Best it had been:

> … only within the last year and a half that Hakeke has had a voice in the land which Watanui [*sic*] the Ngatiraukawa chief claimed by conquest and erected a pole … on the Turakina River to shew his boundary. This land however has been now relinquished by the conquerors and the Ngatiapa boundary is now acknowledged to come within 4 miles of Manawatu …'[243]

Ngati Apa, it seems, were now prepared to assert their claims to the Rangitikei-Manawatu block.

In July 1848 McLean drafted a letter, apparently to Eyre, in which he recorded that following the Whanganui transaction, Turakina Ngati Apa were pressing to sell several extensive tracts of land and that, significantly, Rangitikei Ngati Apa were also 'most anxious' to sell to the Crown. But, he went on to add, 'the purchase of their claims particularly on the south of the Rangitiki [*sic*] would be attended with much greater difficulty … as the Rangitiki people apprehend that Rangihaeta [*sic*] … will succeed in collecting hordes of Taupo and other natives to keep possession of that portion of the country and thereby prevent which appears to be part of his policy any Europeans from settling there.' Te Heuheu, he noted, was encouraging Te Rangihaeata in his opposition, while Ngati Apa suspected that Nepia Taratoa was also covertly encouraging him, all in effort to intimidate the iwi into not selling land that

[242]'Rangihaeata,' *New Zealand Spectator and Cook's Strait Guardian* 12 July 1848, p.2; and Untitled, *New Zealander* 6 September 1848, p.2. Best's furniture and other effects were first removed from the building.
[243]McLean, Diary, McLean Papers ATL MS-1220.

Nepia Taratoa and other rangatira admitted belonged to Ngati Apa. McLean suggested that if forced into the interior of the country, Te Rangihaeata might not find a ready welcome. He also reported that several Pakeha were in treaty with Ngati Apa for runs and that he feared 'that such premature and unauthorized negotiations will prove a serious obstacle in effecting an arrangement with the natives particularly if Your Excellency has the purchase of this district in contemplation.'[244]

In the letter finally sent to Eyre, McLean excised some of those observations and modified others. Te Rangihaeata, he now suggested, was 'presuming on the weakness of the Ngati Apa tribe to assert and maintain what they consider their land rights,' and with the support of other chiefs, including Nepia Taratoa, was determined to prevent 'if possible, the Ngati Apas from participating in the advantages that might derive from the exercise of their own free will over the land which Taratoa and other chiefs freely admitted to me was Ngati Apa property.' The 'land' in question was that lying to the north of the Rangitikei River. Those lands were unoccupied with the exception of the 'weak remnant of the Ngatiapa tribe.' Te Rangihaeata, he concluded, was relying:

> … with confidence on having hordes of natives from different parts of the country to join him in taking [a] proportion of that land and it is probable that if something is not done towards purchasing the district … that Rangihaeata will successfully effect his object of getting many to join him there as I find there is a disposition on the part of some of the Taupo natives to live in that part of the country.[245]

Throughout the remaining months of 1848 Ngati Apa pressed McLean to act on their offer to sell not just the Rangitikei lands but those at Whangaehu and Turakina, that is the whole stretch of country from the Whangaehu River to the Rangitikei River. The price demanded was £20,000. That offer did not apparently include the lands lying to the south of the Rangitikei River, although in a December 1848 letter to McLean, Aperahama Tipae (who appears to have taken over from the ailing Te Hakeke) noted, in the context of the offer, 'At Manawatu is the great plain of the district,' and suggested that negotiations for purchase 'should be done carefully for the people of

[244] Draft, McLean to Eyre ? July 1848, ATL QMS-1208. See also McLean, Diary, McLean Papers ATL MS-1222.
[245] McLean to Eyre 15 July 1848, McLean Papers ATL QMS-1208.

Whangaehu, of Turakina, of Rangitikei, of Manawatu …'[246] Clearly that caution also constituted an assertion of rights to land south to the Manawatu River.

On 12 December 1848 Colonial Secretary Alfred Domett made it clear to McLean that the Government was:

> … desirous of purchasing the whole of the Native claims to the country between Porirua and Whangaehu, where the boundaries of these claims upon the coast are marked, the reserves will be ascertained and defined; then the whole claim, however far inland extending, having in every case been purchased, the mere registration of the reserves will be the registration of the entire Native claims in the district. It is considered preferable thus to negotiate for the whole claims without attempting to define their exact inland extent, instead of suggesting in the first instance as the boundary of the desired purchase any great range of mountains or other natural feature of the country; you will of course take care to reserve such tracts for the Natives, as they may now or at a future time require … The payments to be made to the Natives are to be annual, and to extend over several years. Small life-annuities, if found desirable, may in addition be given to a few of the principal Chiefs.[247]

In December 1848 McLean recorded that he had met Fox and 'represented that I did not know of any desire on the part of the Natives to sell Manawatu.'[248] On 29 December, McLean left Wellington with Lieutenant Governor Eyre on a trip to the Manawatu. He recorded meeting Samuel Williams on New Year's Day 1849. At a meeting with some 600 Maori at Otaki, Eyre indicated that 'he had merely come to see them as a visitor not to talk about their land,' but that if they desired to dispose of those lands that they did not require for their own use then McLean 'was fully empowered to negotiate for them.' Thereupon McLean advised those present that he intended to proceed with the purchase of the Rangitikei. Eyre later informed Grey that the Rangitikei and Manawatu districts were best adapted for settlement 'from position, from political considerations, and from other circumstances,' although he acknowledged that the acquisition of the Manawatu would prove difficult.[249]

[246] McLean Papers, ATL MS-Copy-Micro-0535. Cited in Armstrong, '"A sure and certain possession,"' p.54.
[247] Colonial Secretary, New Munster to McLean 12 December 1848, AJHR 1861, C1, p.251.
[248] McLean, Diary, McLean Papers ATL MS-1222.
[249] Armstrong, '"A sure and certain possession,"' p.63.

McLean's apparently bald announcement, coupled with Eyre's intimation of the Crown's future intentions, provoked Nepia Taratoa into making it clear that he opposed all land sales, whether at Rangitikei or Manawatu, and that he would 'clasp the land in his arms and not part with it.' Taikopura followed in similar vein, announcing that he should have one side of the Rangitikei and Taratoa the other, 'the south side should be his and the north's Taratoa's.' Other rangatira made clear their opposition, under the influence, McLean claimed, of Te Rangihaeata.[250] In short, Ngati Raukawa appeared to have sharply altered its stance during the preceding six months, reflecting in all likelihood an understanding that Ngati Apa's wish to sell and the Crown's desire to acquire land were not limited to the lands lying to the north of the Rangitikei River.

During January 1849 McLean met both Ngati Apa and Ngati Raukawa. To Ngati Apa he stressed 'The advantages of having Europeans among them, the riches they would thereby acquire, the peace it would establish and the propriety of having our proceedings openly discussed with all the surrounding tribes who were opposed to the sale of the land ...' Of primary concern to Ngati Apa was the matter of the southern boundary with Ngati Raukawa. Nevertheless, they wished, McLean recorded, 'to be friendly with Taratoa, and let him have some land at Poutu.' Ngati Apa insisted that the boundary lay at 'Omurupapaka.'[251] At that stage, well in advance of any agreement having been reached over the terms of the sale, Ngati Apa assured McLean that 'they considered the land was now mine …'[252] That claim appears to have been intended to signal to McLean that Ngati Apa considered that the Crown had recognised its right to deal with the land, that the Crown was now obliged to purchase the block, and that it had forged an alliance or at least reached an understanding with the Crown to which Ngati Raukawa should pay proper heed. That element of the narrative that Ngati Apa sought to construct would appear again during the Crown's efforts to acquire the Rangitikei-Manawatu block. It was also an element that Featherston would exploit as he manoeuvred to acquire Rangitikei-Manawatu.

[250] McLean, Diary, McLean Papers ATL MS-1222.
[251] McLean, Diary, McLean Papers ATL MS-1222.
[252] McLean Papers, ATL MS-Copy-Micro-0664-033. Cited in Armstrong, '"A sure and certain possession,"' p.65.

McLean then made his way south in the company of some 20 Ngati Apa 'to meet a powerful tribe opposed to them in the sale of their land, and assert their right at whatever hazard.' He did not expect that 'preliminary meeting' to be at all favourable. Nepia Taratoa, he recorded, 'spoke most firmly against the sale of any land, and said if land were sold it would lead to evil and disasters. Therefore he advised me not to purchase.' Ihakara made clear his preference for leasing land as it reverted to them at the expiry of the lease term.

McLean went on to note that 'The Ngatiapas spoke with cool determination stating that … They considered the land was now mine … Their speeches were equally forcible and expressive of their intentions as those of the more powerful and haughty Ngatiraukawa chiefs.' McLean noted, significantly, that he had responded cautiously to Ngati Apa but so as to affirm 'their having a right to do what they liked with their own …'[253] He also recorded that he was advised by one chief that Ngati Apa were slaves and had no right to sell land, that they had been spared by Taratoa, while Te Rangihaeata also advised him not to purchase from those he had wished 'to kill off and eat till I was full of their blood and flesh. Then they would not have occasioned trouble in these days by selling land about the very doors of the Ngati Raukawa tribe.'[254] Taken at face value, it is difficult to reconcile that regret with the alliance supposedly struck between Ngati Toa and Ngati Apa upon his marriage to Te Pikinga. Te Rangihaeata's choice of metaphor may have implied that he recognised that Ngati Apa had some claim to the lands lying to the north of the Rangitikei River. What is also of interest is that his concern was on behalf of Ngati Raukawa. McLean noted that he had stressed to Taratoa 'the desire of the Government to settle disputed boundaries, and place all quarrels about land on a proper footing to restore or preserve peace.' He also recorded that while Te Rauparaha 'had them [Ngati Apa] quite in his power at one time, but now he does not object to the sale of their land.'[255]

On 20 January 1849, Ngati Raukawa advised McLean that any purchase should be confined to lands lying to the north of the Rangitikei River, and that he should be:

[253] McLean, Diary, McLean Papers ATL MS-1224.
[254] McLean, Diary, McLean Papers ATL MS-1224.
[255] McLean, Diary, McLean Papers ATL MS-1224.

> … cautious of the words of your people of the Ngatiapa who persist in selling the Rangitikei on to Manawatu that is the boundary they desire to sell.
>
> Listen if you wish to purchase let it be the other side of the Rangitikei do not consent to buy this side of it will not be given up all the people have determined to hold the land the boundary is Rangitikei.[256]

A few days later, on 23 January 1849, McLean met Te Rauparaha, Te Rangihaeata, and others at Otaki. McLean recorded Te Rauparaha as acknowledging that 'The natives [Ngati Apa] are in full possession of their own lands, and either sell or not as they feel disposed.' He went:

> Children, my days for talking are over. We have cleared the forest of many of its trees, but still we have trees left standing for shelter from the winds; and now those trees – 'wakaruni hau' as he termed them – cause talk and annoyance … They have kept growing from time to time, till they are become large and difficult, under the new order of things – Christianity – to cut down.[257]

Te Rauparaha's word appears to have lost its force for McLean recorded Kingi Hori as insisting that 'We shall not part with Rangitikei. It is our land. It is my land. We shall not give it up!' Te Ahu observed that:

> We were induced to leave our country to come to this part. We came. We took these lands. We now retain them. They are all Te Rauparaha's the other side of the Rangitikei River, which should be cut as the boundary for Mr McLean to purchase. Where was the Ngatiapa Pah standing when we got there? They had none. The Muaupokas had a place in the Karioa, or bush, but these had none; and it is only now they begin to talk.[258]

It should be noted here that McLean recorded in his diary 'Muaupoko not empowered to sell their land. No desire to do so. Rangitane in same position.' Whether he was recording the claims advanced by others or stating his understanding, he did not make

[256] Ngati Raukawa to McLean 20 January 1849, McLean Papers, ATL MS papers 32(3). Cited in Luiten, 'Whanganui ki Porirua,' p.14.
[257] McLean, Diary, McLean Papers ATL MS-1224.
[258] McLean, Diary, McLean Papers ATL MS-1224.

clear.[259] It was, nevertheless, at that meeting that Ngati Raukawa consented to the sale of the lands lying to the north of the Rangitikei River.[260]

In a draft of a letter to Eyre, McLean recorded that Ngati Apa had 'unanimously' signalled their assent to the sale of the Rangitikei lands, with the southern boundary now set at just a few miles north of Manawatu and thus a tract of land considerably larger than the iwi had first proposed to sell. Evidently concerned that McLean might accede to the pressure being exerted by Ngati Raukawa and Ngati Toa, Ngati Apa pressed McLean 'to provide the compensation which can be allocated.' [261] Unsurprisingly, Ngati Raukawa rejected any suggestion that Ngati Apa had any right to sell lands lying to the south of the Rangitikei River and intimated that even if 'sold' they would remain in possession: that was a tactic that the iwi would employ to good effect during the tortuous Rangitikei-Manawatu transaction. McLean assured Ngati Raukawa that the Government did not wish to acquire all of their lands and indeed had a paternal interest in ensuring that they retained sufficient for their present and future needs.[262]

A decision was made to hold a meeting of all those iwi interested in the lands under offer by Ngati Apa and to decide where the boundary between Ngati Apa and Ngati Raukawa lay.[263] Ngati Apa continued to pressure McLean and continued to claim land lying to the south of the Rangitikei River. On 28 February McLean suggested to Eyre that Ngati Raukawa opposition to the sale of land, including that to the south of the river, was softening.[264] A few days out from the meeting planned for Te Awahou, McLean advised the Governor [?] that 'all disputed boundaries' relating to the proposed sale block would be settled at the outset rather than leaving them to cause problems later.[265] McLean attended a further meeting at Otaki towards the end of February 1849, and noted, with some satisfaction and no doubt some relief, that Ngati

[259] McLean, Diary, McLean Papers ATL MS-1224.
[260] Whether the acquiescence of Ngati Raukawa and Ngati Toa to the sale of Rangitikei-Turakina implied that Ngati Apa had a right under customary law to sell the block is another matter. See Boast, 'Ngati Toa lands research project. Report One,' p.274.
[261] Aperahama Tipae to McLean, McLean Papers, ATL MS-Copy-Micro-0535. Cited in Armstrong, '"A sure and certain possession,"' p.76.
[262] McLean Papers, ATL QMS-1209. Cited in Armstrong, '"A sure and certain possession,"' p.73.
[263] Draft of a letter, McLean to Eyre 24 January 1849, McLean Papers, ATL QMS-1210.
[264] McLean to Eyre 28 February 1849, McLean Papers, ATL QMS-1209. Cited in Armstrong, '"A sure and certain possession,"' pp.76-77.
[265] McLean to Governor [?] 6 March 1849, McLean Papers, ATL QMS-1211.

Raukawa no longer appeared so vehemently opposed to the proposed sale and indeed recorded his view that 'when Rangitikei is settled Manawatu will follow …' Interestingly, he also recorded that 'Taratoa and all the natives on the [Rangitikei] river are decidedly less opposed to the Rangitikei purchase than they were some little time ago …' Finally, he noted that:

> If I find any obstinate opposition in buying *Manawatu* [emphasis added] I will treat with the chiefs separately and by this means bring the majority to terms and so arrange matters satisfactorily if the meeting comes off without serious consequences which is not an entire improbability as so many are arrayed against the Ngatiapa sale …[266]

McLean's meaning is not entirely clear, but it is at least possible that the apparent softening of Ngati Raukawa's position over the proposed sale of the Rangitikei lands reflected its concern that unless it withdrew its opposition, the Crown would try to acquire the lands it sought by dealing not with the iwi as a whole but with individual hapu in a process that might be described as 'divide and purchase.' Indeed, that possibility probably informed the subsequent agreement reached among the hapu of Ngati Raukawa to reject the separate approaches that McLean clearly contemplated. It is also likely that the possibility of 'divide and purchase' formed an important consideration in the arrangement that Ngati Raukawa claimed that it had reached with McLean. McLean's threat, it might be noted, formed an interesting counterpoint to his approach to Ngati Apa: in that case he insisted on dealing with the iwi as a whole, thus rendering his claims about 'dealing justly' with Maori slightly hollow. He was if nothing else, as Armstrong observed, entirely pragmatic in his approach to land purchasing, and indeed, his insistence upon dealing with Ngati Apa as a corporate entity was bound up in his desire to remove all Maori from the Rangitikei-Turakina block on to the area between the Whangaehu and Turakina Rivers that he proposed to set apart as a reserve for the iwi.[267]

The Crown's understanding of the region's pre-annexation history

It will be helpful at this juncture, that is, before the hui planned for Te Awahou, to establish the understanding of the region's recent history that the Crown brought to its

[266] McLean, Diary, McLean Papers ATL MS-1224.
[267] On this matter, see Armstrong, '"A sure and certain possession,"' pp.77-78.

efforts to acquire lands on Wellington's west coast. In an undated entry in his diary, but possibly early March 1849, and therefore on the eve of the important Te Awahou hui, McLean recorded that 'Ngatiapas were the original owners of the country from Wangaehu to Port Nicholson the range of Tararua to Manawatu and Te Ahu O Turanga Te Parapara Ruahine being the line between them and the Ngatikahununu.' [268] He recorded the arrival of Te Rauparaha and Ngapuhi, 'conquering as they came along,' the campaigns waged against Muaupoko that involved an estimated 1,200 casualties. The 'Rangitikei natives' did not intervene on behalf of that 'portion of their tribe,' deeming it prudent to not to violate their friendship with Te Rauparaha. He recounted subsequent attacks on Muaupoko and the attack launched at Waikanae by some 1,000 of the 'Rangitikei people' and Ngati Kahungunu. He noted Te Rauparaha's flight to Kapiti Island, the battle of Waiorua and its aftermath, including Te Rauparaha's pursuit of the 'Rangitikei people,' the deaths of many, the capture of others, and Te Hakeke's escape. 'This ended,' he recorded, 'Te Rauparaha's quarrel with the Ngatiapas up to April 1848.' Finally, he noted, Ngati Raukawa arrived some time after Te Ati Awa and that Whatanui and Hakeke '… made up their differences at Manawatu and they have lived peaceably with that tribe ever since …'[269]

McLean acknowledged Kawana Hunia as his source and hence Ngati Apa clearly shaped the Crown's understanding. In that sense McLean's diary entry represented an early statement of that iwi's version of the region's pre-annexation history. The essence of that statement and thus the Crown's understanding was clear, namely, that Ngati Apa were the original owners and remained the independent owners of the Rangitikei lands, that the iwi had forged a friendship with Ngati Toa, and that Ngati Apa and Ngati Raukawa had co-existed peaceably from c.1825 onwards. It was on that basis that McLean approached the hui at Te Awahou.

The Te Awahou hui, 15-16 March 1849

McLean prepared for the Te Awahou hui, on 27 February, by inviting Whanganui chiefs to attend in support of Ngati Apa, although it does not appear that he believed

[268] McLean, Diary, McLean Papers ATL MS-1220.
[269] McLean, Diary, McLean Papers ATL MS-1220.

that the iwi had any claim to the Rangitikei lands. He made his way to Parewanui where Ngati Apa expressed some concern over the meeting given, especially, that Te Rangihaeata was 'the principal mover of such an assemblage.' He also held discussions with Nepia Taratoa, noting that he was 'the Chief of all others possessing most influence for good or evil on this river; and whose character is yet undecided as to the line of policy he is to pursue.'[270] What exactly passed between the two men is unknown, but the latter could have been left in no doubt that the acquisition of the Rangitikei-Turakina block would hardly serve to satiate the Crown's desire for land.

While Nepia Taratoa remained opposed to such sales, the press at least was more optimistic. A few days in advance of the hui at Te Awahou, the *New Zealand Spectator* suggested that McLean's 'negociations [*sic*] with the natives for the purpose of purchasing the districts of Manawatu and Rangitikei have so far been attended with success' and predicted that the matter would 'eventually be settled to the satisfaction of all parties.' Purchase would not only allow the New Zealand Company to fulfil its obligations to the holders of its land orders but also open an extensive level and fertile district to colonisation, advance the Crown's objective of securing all the land – reserves for Maori apart – from Port Nicholson to Whanganui, 'render other tribes more compliant and disposed to moderate their demands,' and assist Grey to eliminate potential causes of dispute between Maori and settler.[271] The notion of employing purchase to settle potentially troublesome disputes over land between Maori and settler would soon expand to encompass similar disputes among iwi and hapu and indeed form a central element of the narrative the Crown would construct to justify its efforts to acquire the Rangitikei-Manawatu block.

As Maori from the various iwi interested arrived at Te Awahou from 7 March onwards, much of the discussion appears to have focussed on the granting of land for the goods paid by the New Zealand Company for its disallowed Manawatu 'purchase.' McLean was keen to settle the Rangitikei question first.[272] On 14 March (the day before the hui was scheduled to commence), he met Te Rauparaha, Te Rangihaeata, and others of Ngati Raukawa. In his diary, McLean recorded Tarakapi

[270] McLean, Diary, McLean Papers ATL MS-1224.
[271] *New Zealand Spectator and Cook's Strait Guardian* 10 March 1849, p.2.
[272] McLean, Diary, McLean Papers ATL MS-1224

as speaking 'violently against the Ngatiapas selling any land,' and that Te Rauparaha rebuked him for the language he employed but not, apparently, the sentiments. McLean went on to record that he tried to allay what he termed 'unnecessary alarm and confusion respecting the acquisition of land by the Govt …' Indeed, he assured Maori that the Government had sent him expressly 'to arrange your disputed boundaries which I find are the occasion of your uneasiness and to purchase the land on fair and equitable terms after such boundaries and disputes are adjusted.' There was, he insisted, no desire 'to create strife among you but rather to set matters on such a footing as will promote your welfare and ensure a better understanding between [*sic*] yourselves respecting your land and also with the Europeans.'[273] It cannot have escaped McLean that the dispute over boundaries and all that that implied had in fact been precipitated by the Crown's desire to purchase land, or indeed the irony in his assertion that the Crown approached Maori as arbiter and peacemaker. Such assertion would form a central element in the narrative that Featherston would construct around his later efforts to acquire Rangitikei-Manawatu.

It was Te Rangihaeata who accused McLean of attempting to fix a boundary solely to facilitate sale and purchase. He, at least, appears to have viewed McLean's implied claim that the Crown came as arbiter and peacemaker with considerable scepticism. Te Rangihaeata remained adamant that Ngati Apa had no right to sell any land south of the Whangaehu River. According to McLean, the Ngati Toa chief endeavoured to muster opposition to sale of any land south of the Whangaehu River and expected that Ngati Raukawa of Otaki and Manawatu would unite with him 'as several influential members of the … tribe solicited Rangihaeata's interference in preventing the Ngatiapa sale and requested him and his followers to sign a document embodying their determination to retain possession of all their land.' That they declined to do, and indeed, McLean suggested that Te Rangihaeata's speech had been 'of a more pacific nature than he is generally in the habit of making …' On the other hand, he did declare an intention of 'annoying' the Ngati Apa once they had received payment, a threat not supported by Te Ahukaramu. Interestingly, McLean also claimed that Ngati Toa had 'secretly' encouraged Ngati Raukawa to hold the Rangitikei country

[273] McLean, Diary, McLean Papers ATL MS-1220.

but had been averse to declaring their opposition openly: quite why that should have been so McLean did not suggest.[274]

Following that meeting, McLean, accompanied by a number of Ngati Raukawa and J.D. Ormond, Thomas, and Durie, left for the Rangitikei where he pressed Ngati Apa to conduct themselves, with respect to Ngati Raukawa, 'in an orderly and becoming manner.'[275] On 15-16 March, at Te Awahou, McLean met some 200 Ngati Apa (led by Kawana Hunia Te Hakeke), some 100 of Ngati Raukawa (including Nepia Taratoa, Te Ahukaramu Paora, Ihakara Tukumaru, and Matene Te Whiwhi), several Whanganui rangatira, government officials, and Pakeha observers: the object was to discuss and fix the southern boundary of the proposed purchase. Neither Te Rauparaha nor Te Rangihaeata was present: rather Te Rauparaha had charged Tamihana Te Rauparaha, Matene Te Whiwhi, Hakaraia, and Taratoa with opposing, on behalf of Ngati Toa, Ngati Apa's right to sell land south of the Rangitikei River.[276] The first speaker was Kawana Hunia: according to Armstrong, he indicated that an 'agreement' had been reached with Nepia Taratoa.[277] Quite what the content of that agreement was, Armstrong did not say, although he suggested that McLean's diary entry offered no support for the proposition that in return for Ngati Raukawa relaxing its opposition to the proposed sale of the Rangitikei-Turakina lands, Ngati Apa had agreed not to instigate or support any sale of land to the south.[278]

In his journal for that same day, 15 March 1849, McLean described Ngati Apa as '… a tribe whose numbers were reduced by war and other causes some of them by the natives then present and who were now for the first time since Rauparaha's incursions relieved from a comparative state of subjection to the powerful tribe who conquered them.' He also recorded that Kawana Hunia '… seemed much affected with the proceedings as if feeling his want of power to entirely establish the rights of his tribe to dispose of all their ancient claims and possessions a great portion of which are now

[274] McLean to Colonial Secretary 21 March 1849, ATL MS-1220. See also McLean, Diary, McLean Papers ATL MS-1220.
[275] McLean, Diary, McLean Papers ATL MS-1220.
[276] McLean to Colonial Secretary [nd given], ATL MS 32(3). Cited in Boast, *Ngati Toa*, p.150.
[277] McLean Papers, ATL MS-Copy-Micro-0535-002. Cited in Armstrong, '"A sure and certain possession,"' p.87.
[278] Armstrong, '"A sure and certain possession,"' p.88.

in the hands of the powerful Ngatiraukawa tribe before whom he was contending.'[279] It seems reasonable to infer from his observations that Ngati Raukawa and Ngati Apa had in fact come to some arrangement that preserved from sale the lands lying to the south of the Rangitikei River, the lands to which Ngati Apa insisted that it had ancestral rights. This matter is discussed further below.

Ngati Raukawa restated its position, McLean recording Taratoa as saying 'Do you wish for strife Mr McLean? I will hold all this side, and the other side shall be yours. Rangitikei, Rangitikei, Rangitikei shall be the boundary … for the Europeans.'[280] McLean recorded Kingi Te Ahu Ahu of Ngati Raukawa as stating that 'the boundary we claim is the Rangitikei, your people shall have one side, and we shall keep possession of this side but our retaining possession of it will not be for ourselves but for your people also: meaning for the Ngatiapa.' Ngati Raukawa, while prepared to acknowledge that Ngati Apa retained certain customary rights, was adamantly opposed to any sale.[281] That Kingi Te Ahu Ahu included Ngati Apa is interesting, suggesting as it does that Ngati Raukawa considered that by opposing the sale of the Rangitikei-Manawatu lands it was acting not merely in its own interests but also in those of other iwi and hapu. Ngati Raukawa would make it clear that it believed that Ngati Apa was misguided in its desire to sell land. The next day the iwi assured McLean that it would oppose neither the sale of the Rangitikei-Turakina block nor interfere in the settlement of Pakeha upon it. But it also took the opportunity to restate its opposition to any sale of land lying to the south of the Rangitikei River. Ngati Apa continued to insist that the boundary with Ngati Raukawa lay at Omarupapako, but McLean's observation with reference to Kawana Hunia clearly indicated that Ngati Apa did not have the unfettered right to dispose of the Rangitikei-Manawatu lands as it thought fit.

McLean, at least, was satisfied with the outcome of the hui, especially since, he claimed, a nascent land-selling 'combination' had been broken.[282] Quite what he meant is not entirely clear, but McLean was prone to invoke the spectre of

[279] McLean, report of Te Awahou meeting 15 March 1849, McLean Papers, ATL MS 32 (3).
[280] McLean, report of Te Awahou meeting 15 March 1849, McLean Papers ATL MS 32(3).
[281] McLean Papers, ATL MS Papers 32 (3).
[282] McLean Papers, ATL MS-Copy-Micro-0535-002. Cited in Armstrong, '"A sure and certain possession,"' pp.90-91.

'combinations' where it suited his purposes or justified a particular course of action. This issue is touched on further below. What seems clearer is that McLean held some admiration for Ngati Apa's stance. He recorded that the proceedings of 15 March 'were interesting from the circumstance of a weak tribe the Ngatiapas countenanced only by a few Europeans asserting their original rights and maintaining their fierce determination to dispose of them to the Europeans in spite of all opposition while the other tribe urged their rights to prevent the sale of a certain portion of the claim.'[283] No press report of the Te Awahou hui was located, the *New Zealand Spectator* simply recording that Ngati Apa had agreed to sell, reserves apart, all the land north of the Rangitikei River as far as the Wanganui block.[284]

In what appears to have been a draft letter dated Rangitikei 16 March 1849, McLean reported on the proceedings of 15 March when it was 'fully decided' that Ngati Apa had an undisputed right to dispose of the country north of the Rangitikei River … The land on the south bank of the river was also admitted by the Ngatiraukawas as being the property of the Ngatiapas as far as Omarupapako …' At the same time, Ngati Raukawa indicated that it would resist any sale of those latter lands:

> … to the utmost in their power & even declared if the Europeans persisted in taking possession that it would be equivalent to declaring war with them. Under these circumstances I do not deem it prudent to recommend any payment being given for the southern side of the river notwithstanding its being offered for sale by the Ngatiapas.[285]

Significantly, in the light of future events involving the Rangitikei-Manawatu block, McLean recorded, in a journal entry dated 16 March, that after the hui, when asked whether Maori 'consented to prevent the Europeans from occupying the south bank of Rangitikei, only a few of them answered in the affirmative as they considered they had no right to break faith with the Europeans to whom they had given up their land …' McLean, naturally, was delighted.[286] He did not elaborate although it seems likely that he interpreted that affirmation as a declaration not only of Ngati Apa's enduring

[283] McLean, Diary, McLean Papers ATL MS-1220.
[284] Untitled, *New Zealand Spectator and Cook's Strait Guardian* 28 March 1849, p.2.
[285] McLean Papers, ATL MS-1220.
[286] McLean, Diary, McLean Papers ATL MS-1220.

claim to the south bank but also as an indication that sale and purchase had merely been deferred and not abandoned.

Writing to the Colonial Secretary on 16 March 1849, McLean reported that Ngati Apa retained some specified area lying to the south of the Rangitikei River, although Ngati Raukawa still manifested 'the strongest opposition to its being purchased or possessed by Europeans.'[287] The next day, 17 March 1849, he advised the Colonial Secretary that Ngati Raukawa had agreed to allow Ngati Apa to sell land lying to the north of the Rangitikei River and that while acknowledging that Ngati Apa had rights to some land south of the river, the iwi objected the sale of any such land.[288] Subsequently, in a lengthy letter to the Colonial Secretary dated 21 March 1849, he noted that Te Rauparaha did not attend the meeting but made it clear that Tamihana Te Rauparaha, Matene Te Whiwhi, and Taratoa, 'the Chief of Manawatu,' were authorised and deputed to act for 'the elder chiefs,' but that it had been decided unanimously that the southern boundary of the land that Ngati Apa wished to sell was the Rangitikei River.[289]

Following the meeting at Te Awahou, McLean, accompanied by members of Ngati Raukawa, made the journey to Rangitikei where the latter, he reported:

> … publicly and unanimously admitted that the Ngatiapas had a perfect right to sell the north bank of the Rangitikei … but although they at the same time acknowledged the right of the Ngatiapas to a portion of the south bank of the river they protest against the occupation of it by Europeans and state that any attempt to would be considered by them as equivalent to a declaration of war on the part of the Government with their tribe.[290]

On 23 March, at a meeting at Turakina, McLean assured Ngati Apa that '… great pain was taken by the Govt to support what they considered the legitimate claims of the Ngatiapa tribe who were now placed in possession of their rights through its interference …'[291] That was an assurance pregnant with meaning. Fully aware, on the one hand, of Ngati Raukawa's firm opposition to the sale of the Rangitikei-Manawatu

[287] McLean to Colonial Secretary 16 March 1849, McLean Papers, ATL MS Papers 32 (3).
[288] McLean to Colonial Secretary 17 March 1849, McLean Papers, ATL QMS-1211.
[289] McLean to Colonial Secretary 21 March 1849, McLean Papers, ATL QMS-1211. A draft of this letter was included in his Diary, McLean Papers ATL MS-1220.
[290] McLean to Colonial Secretary 21 March 1849, McLean Papers, ATL QMS-1211.
[291] McLean, Diary, McLean Papers ATL MS-1220.

lands and, on the other, Ngati Raukawa's recognition that Ngati Apa possessed certain if undefined rights on the south bank lands, McLean clearly signalled to Ngati Apa that it could expect the Crown's support in any future effort to assert manawhenua. Ever pragmatic, McLean was prepared, with respect to the Rangitikei-Manawatu lands, to bide his time, but the groundwork had been laid and Ngati Apa was left in no doubt that it could turn to the Crown for support. On 27 March 1849, McLean, together with 43 Ngati Apa 'claimants,' left Turakina on an exploratory trip inland. In the course of that overland journey and towards the Rangitikei River, he came across a rich plain bearing abundant signs of earlier occupation. His Ngati Apa companions, he recorded, frequently directed his attention to evidence that the iwi had formerly been 'a numerous and powerful tribe of which their existing representatives are only a diminutive remnant,' although claiming that disease had been 'more fatal and destructive to their race than the most sanguinary wars of invading tribes.'[292]

In a letter dated 11 April 1849 to the Colonial Secretary in which he discussed the matter of payment for the Rangitikei-Turakina block, McLean recorded that 'From the disorganised state of the Ngatiapas owing to the loss of their principal chiefs in their wars during the conquest of Te Rauparaha and the recent decease of one of their most influential men Kawana Te Hakeke, I perceive it would be difficult without creating jealousies and discord in the tribe to introduce life annuities …[293] The next day, he wrote to William Fox, then Principal Agent for the New Zealand Company in New Zealand, and made some important observations:

> 1st. The Ngatiapas were the original proprietors of the country from Wangaehu to Manawatu and conjointly with the Rangitane and Muaupoko tribes they claimed as far south on the Island as Waikanae and Kapiti, the Tararua range forming the boundary between them and the Ngatikahungunu tribe of the East Coast.
>
> 2nd. Te Rauparaha and Rangihaeta [*sic*] in their well known conquests aided by the Ngatiawas and Tawhari a Ngapuhi chief destroyed the greater number of the above tribe, taking possession of their country as far as Manawatu, and subsequently some portion of the south bank of the Rangitikei River was possessed and is still occupied by a party of Ngatiraukawa natives who were

[292] McLean Papers, ATL MS-Copy-Micro-0664-003. Cited in Armstrong, '"A sure and certain possession,"' p.102.
[293] McLean to Colonial Secretary 11 April 1849, McLean Papers, ATL QMS-1211.

invited from Waikato by Te Rauparaha to assist him in retaining his conquests.

3rd. Several of the Ngatiapas inhabiting the country from Rangitikei to Wangaehu escaped the vengeance of the conquerors while others were either saved by them or taken prisoners.

4th. These sanguinary conflicts were happily ended by the influence of Christianity before the Ngatiapas were entirely subdued.

The existing portion of their tribe numbering about five hundred having throughout resumed possession of the country they are now offering for sale and their right to which is fully acknowledged by Te Rauparaha as well as by the majority of the Conquering Chiefs who attended a public meeting held to discuss the claims at Rangitikei on 15th and 18th ult when it was unanimously agreed that the Ngatiapas had an undoubted right to dispose of their claims north of the Rangitikei and to retain in their possession land within certain specified boundaries on the south side of that river.

5th. I should however observe that Rangihaeta who took a principal lead in providing for, and inviting natives to this meeting, did not make his appearance there himself, neither can he be considered as having concurred in the proceedings, as he has been for the last few days at Rangitikei endeavouring to persuade the Natives against the sale of their land …[294]

Concluding the purchase

In the wake of the March hui at Te Awahou, McLean set out to define with Ngati Apa the precise terms of the agreement for sale and purchase. Most of the negotiations centred on the extent and location of the lands to be reserved for the iwi, the inland boundary of the sale block, the price of the block, the mode of payment, and the distribution of the purchase monies. These negotiations are discussed at some length by Armstrong, while McBurney offers a comprehensive account of the Ngati Apa reserves.[295] These various matters are not further traversed here other than to note that McLean eventually conceded a 1,600-acre reserve at Parewanui, partly since he expected it to prove useful when the Manawatu lands were acquired, that is, as a place of residence for displaced members of Ngati Apa. McLean also appears to have

[294] McLean to Fox 12 April 1849, McLean Papers, ATL QMS-1211.
[295] Peter McBurney, 'The Ngati Apa reserves,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 1999).

agreed reluctantly to a small reserve near Te Awahou but one intended to have a life of just three years.[296]

On 23 April 1849, Eyre informed the New Zealand Company that McLean expected to acquire the whole of the land, estimated at 500,000 acres, from the Rangitikei River to the Whanganui Block, for £2,500. Eyre was prepared to sanction the transaction if the terms were acceptable to the Company, although, he noted, it might be found necessary to pay 'a few life annuities of small amounts to some of the principal chiefs upon their becoming responsible for the preservation of order and good conduct among their dependants and to ensure their cooperation and support in promoting the settlement of the district …' Such annuities would constitute a charge upon the first receipts from the land. Should the New Zealand Company approve, McLean would be instructed to pay a first instalment of £1,000 as soon as the reserves for Maori had been arranged, the balance to be paid in three equal annual instalments.[297]

The New Zealand Company agreed: the terms thus included the acquisition of all of the rights of Ngati Apa and any others who possessed rights on the block extending from the Whanganui block to the Rangitikei River 'and running indefinitely inland as far as any such claims extend,' a total price of £2,500, the payment of an instalment of £1,000 once the reserves had been set apart and marked on the ground, the payment of the remaining £1,500 in three annual instalments of £500, and the granting of small life annuities 'to influential Chiefs …'[298] The New Zealand Company was unhappy over the size of the first instalment, but McLean noted that it had been made necessary by the large number of claimants, while he believed that a payment of that size would encourage Ngati Raukawa to part with their land in the Manawatu.[299]

At Whanganui on 15 May 1849, 197 persons signed a deed of cession by which the Rangitikei-Turakina block passed into Crown ownership. The area between the Whangaehu and Turakina Rivers was excepted from the purchase, the purchase deed specifying that this area of some 30,000 acres was 'reserved to be a gathering [wahi

[296] Armstrong, '"A sure and certain possession,"' p.109.
[297] Eyre to Acting Agent, New Zealand Company 23 April 1849, ANZ Wellington NZC 3/10. Cited in Jane Luiten. 'Whanganui ki Porirua,' pp.369-372.
[298] Colonial Secretary, New Munster to McLean 25 April 1849, AJHR 1861, C1, pp.252-253.
[299] McLean to Colonial Secretary 11 April 1849 NZC 3/10, ANZ Wellington. Cited in Luiten, 'Whanganui ki Porirua,' p.18.

huihuinga] place for the men of Ngatiapa.' Apparently for that reason, only two reserves of any size were set apart on the purchased block, some 1,600 acres at Parawanui and some 900 acres at Turakina, plus other smaller areas (including a 50-acre eel fishery at Otakapou and a 12-acre area that included Te Hakeke's grave). In 1852, further reserves aggregating over 400 acres were added at Porewa and Arataumaihi.

Of the first instalment of £1000, £860 were distributed equally among 86 hapu and the remaining £140 among four rangatira. The remaining three instalments, each of £500, were to be paid on 15 May over the following three years.[300] Ngati Raukawa did not participate in that distribution. The total sum paid fell far short of the £25,000 that Ngati Apa had first proposed and indeed amounted to 2.2 shillings per acre. It is worthwhile noting that the New Zealand Company failed to pay the first instalment by the due date: the money was furnished 'at considerable inconvenience' by the 'Local [New Munster] Treasury,' and paid over to Ngati Apa on 29 May 1850.[301] The failure to pay by the due date appears to have shaken Maori confidence in the Crown's willingness to honour the arrangements into which it had entered. [302]

McLean was certain that 'this most valuable and extensive acquisition [was] capable of maintaining a numerous European population.'[303] Thus, on 1 May 1849, when opening the Province of New Munster's sole session, Lieutenant-Governor Eyre welcomed the pending acquisition of some 500,000 acres between the Rangitikei and Whangaehu Rivers, and noted that McLean had described 'a very large portion to be of a most fertile and valuable description, capable of maintaining a numerous European population, and superior to any other part of the island for cattle runs.'[304] Two years later, McLean suggested to Eyre that:

---

[300] McLean's report can be found in *Gazette* 15 June 1849 and *New Zealand Spectator and Cook's Strait Guardian* 16 June 1849, p.3.
[301] Eyre to Grey 4 July 1850, in 'Correspondence and papers,' BPP 1851, Vol XXXV, p.29. Eyre's report was based on a report by McLean in McLean to Eyre 20 June 1850, in 'Correspondence and papers,' BPP 1851 Vol XXXV, p.29. See also Grey to Grey 15 August 1850, in 'Correspondence and papers,' BPP 1851, Vol XXXV, pp.28-29; and McLean to Colonial Secretary 26 August 1851, BPP 1854, Vol XLV, p.40.
[302] McLean to Colonial Secretary 20 June 1850, McLean Papers ATL QMS-1212.
[303] McLean to Colonial Secretary 10 April 1849, McLean Papers, ATL MS 32(3). Cited in Anderson and Pickens,*Wellington district,* p.63.
[304] 'Legislative Council,' *New Zealand Spectator and Cook's Strait Guardian* 2 May 1849, p.2.

> It cannot fail to be a source of congratulation to His Excellency to see a district the capabilities of which was [sic] only three years ago almost unknown now steadily rising into importance and contributing so much to the stability and wealth of Wellington without occasioning as yet any expenditure on the part of the Government beyond the comparatively trifling amount of purchase money paid to the natives which does not in the whole exceed the annual revenue realized from these districts.[305]

Iwi accounts of the Rangitikei-Turakina transaction

Few iwi accounts of the Rangitikei-Turakina transaction appear to have survived, but some of those who appeared before the Native Land Court during the 1868 Himatangi hearing did make reference to it. Ihakara Tukumaru (Ngati Patukoruhu, and who appeared for the Crown) attested that:

> When Ngati Raukawa came to Te Awahou (Manawatu), Rauparaha said 'let Ngati Raukawa return to Otaki from that place lest they should be fired on by Ngati Apa at Rangitikei.' The chiefs assented – we the younger men said 'No let us go on.' It was then agreed to go to Rangitikei – we went and reached Awahou (Rangitikei) – We spoke to Mr McLean – 'You and Ngatiapa must go the other side of Rangitikei – we will not let you have this side – $2^{1/2}$ days talking and at last Mr McLean assented – Ngatiapa wished to sell all the land so as to have the pakehas between them and the Ngatiraukawa and wanted to sell the block between Rangitikei and Manawatu – Mr McLean finally assented to go to the other side of Rangitikei – Kingi Hori Te Anaua said, ' E Ngatiapa! E pai ana koe kia haere atu ki tera taha hoko.' Ngatiapa said, 'Ae.' Hori repeated the question and Ngatiapa again said 'Ae.' He then turned to us and said Ngatiraukawa! E pupuri ana koe mo korua tahi ko Ngatiapa, ne?' 'Ae' – 2nd time – 'Ae.' I heard no Ngatiraukawa voice dissent – I heard only Hunia say 'It is false.' After the sale of North Rangitikei Ngatiapa crossed to Pakapakatea and felled a bush – they did so on the strength of the 'Ae'. I heard no voice dissent – It was by the consent of Ngatiraukawa that Ngatiapa were able to sell the other side.[306]

---

[305] McLean, Report on late visit to the Rangitikei and Whanganui districts, ANZ Wellington ACFP 8217 NM8/49[10] 1851/1120. Cited in Armstrong, '"A sure and certain possession,"' p.185. McLean estimated the total annual rentals paid by Europeans leasing land from Maori in the district from Porirua to Rangitikei and Whanganui at £200. Given the small area then leased, his description of the price paid as 'trifling' was well merited.

[306] Native Land Court, Otaki Minute Book 1E, p.604-605. For Parakia Te Pouepa's account of the Pakapakatea incident – both the felling of totara by Ngati Apa and the reciprocal efforts of Ngati Apa and Ngati Raukawa to establish a cultivation (waerenga) on the site, see Native Land Court, Otaki Minute Book 1C, pp.238-240. In the course of his evidence, he claimed that '… the boundary had been fixed [the Rangitikei River] and the Government were witnesses and parties to the arrangement which was now being interfered with.' He also claimed that Ngati Apa were carrying arms and that he was anxious 'that no evil might alight on the name of Te Whatanui and Ngatiraukawa.' According to Katene Waihou, the dispute was settled at Maramaihoea, Hori Kingi Te Anaua of Ngati Apa declaring that 'If I cross to the south side let Nepia push me into the water, and if Ngatiraukawa cross to the north

Kawana Paipai (Whanganui), who was present at the Te Awahou hui, offered a slightly different version of Te Anaua's comments. During the Himatangi hearings, he attested that:

> Ngati Apa was very anxious that their lands should be occupied by Pakehas – agreed to sale of north of Rangitikei – after that side was sold there was a word about the south side – Hori Te Anaua said – 'Listen! Ngati Raukawa! Ko Rangitikei te rohe, haere noa ki Omarupapako? – 'Ae' – this was repeated - 'let Omarupapako be the rohe' 'Ae' 'Kahore' – The 'Aes' were the loudest for Ngatiapa to have the land and Ngatiraukawa not to go upon it – Nepia stood up and said 'What about the "ahi" of your "tuakana" Aperahama and Kuruho at Maramaihoea?' – Hori replied 'Kei a au te whakaaro' – therefore Ngatiapa got the land on this side of Rangitikei as far as Omarupapako.[307]

It is worthwhile noting that the *Wellington Independent* chose to report only a snippet of that testimony, chiefly the question that 'Kingi Hori Te Anea,' put to Ngati Raukawa, namely, whether it was holding back the land to the south of the Rangitikei River for themselves and Ngati Apa jointly.[308] The answer, it reported, was in the affirmative, the question was repeated, and the same answer was given.[309] It clearly served the pro-Featherston *Wellington Independent's* wider political purpose to report Ihakara Tukumaru's testimony in that manner. Indeed, the *Evening Post* took issue with the manner in which its rival had chosen to report the proceedings.[310] It chose to report Ihakara Tukumaru as attesting that:

> Rauparaha told the Ngatiraukawa at Manawau not to go to Rangitikei [Te Awahou] to the meeting, lest they should be fired upon; the chiefs hesitated, but eventually we went, telling Mr McLean to take his sale to the North side; that we would not sell this side; Mr McLean consented; Hakeke's wish was that the Rangitikei-Manawatu should be occupied by the pakeha as a barrier between us and Ngatiapa. Kingi Te Anana [*sic*] stood up and said – 'Ngatiapa, do you consent to go across and sell that?' (north bank) – they replied, 'Yes;' twice he asked them, and they said 'Yes;' Hori then said to Ngatiraukawa 'Are you holding on to this side for yourselves and Ngatiapa?' they replied 'Yes;' a

---

side I will throw them into the water.' Aperahama Te Huruhuru also agreed that a settlement had been reached but that 'The settlement was the concession by Reihana and Te Anaua.' See Native Land Court, Otaki Minute Book 1C, p.241. The incident appears as an early attempt by Ngati Apa to reassert ownership of the lands lying to the south of the Rangitikei River.

[307] Native Land Court, Otaki Minute Book1D, pp.426-427.

[308] For Te Anaua, see Steven Oliver, 'Te Anaua, Hori Kingi,' *Dictionary of New Zealand biography – Te Ara, the encyclopaedia of New Zealand,'* updated 30 October 2012.

[309] 'The Manawatu purchase,' *Wellington Independent* 16 April 1868, p.4.

[310] 'Native Lands Court, Otaki,' *Evening Post* 15 April 1868, p.2.

> second time, 'Yes;' did not hear any Ngatiraukawa say they did not consent; Kawana Hunia said – 'This assent is all nonsense, it is false;' Rangitikei was thus sold, and then Ngatiapa crossed to cultivate on the south bank at Pakapakatea, and felled bush on account of this consent of Ngatiraukawa; did not hear any of Ngatiraukawa say no, but Ngatiapa were enabled to sell north bank by their consent.[311]

Hunia himself subsequently offered his version of these events. Recalling the Te Awahou meeting, he claimed that:

> I was with Mr McLean – I wrote to him to come – he said to me 'altho' your father is dead, you still hold the 'mana' over your land – his 'tino kupu' at Te Awahou was to Hori Te Anaua to ask what was the Ngatirauakawa 'whakaaro' – Hori said to Ngatiraukawa, 'Ko koutou tei ? pakeke ne?' – Ngatiraukawa said 'Ae' - … Hori said It will be for me to ? when that man [Nepia?] says he is keeping the land for Ngatiapa – it is 'tita' – It is not for him to consent for me to sell my land – nor for him to keep my land – Nepia heard and seeing that I was angry said to Ngatiraukawa 'Let us go' – he went out and I then addressed McLean – I said to McLean 'It is not for any third party to dictate – Pohotiraha said 'Sell your land and see what lots of eels you will have' and 'pukana' at me – Hori Kingi named [?] Omarupapako as the boundary of the land – he said, 'Are you holding the land for Ngati Apa?' and he turned to me and asked if we agreed, and I was angry with Ngatiapa for assenting.[312]

The *Evening Post* simply recorded Hunia to the effect that 'at the time of sale of north bank of Rangitikei heard was [said] by Hori Te Anaua [*sic*]; the boundary mentioned was Omarupapako; I would not consent that other men should hold the mana of my own land for me …'[313] It seems clear that McLean looked to Kingi Hori Te Anaua to mediate and, in particular, to encourage Ngati Raukawa to state its 'plan.' That plan involved retaining the lands on the south bank for both iwi, a proposition to which Hunia took strong exception despite the rest of Ngati Apa apparently agreeing and indeed accepting Omarupapako as the southern boundary.

That Ngati Raukawa relaxed its opposition to the sale of land north of the Rangitikei River, Rawiri Te Whanui later attributed to the influence of the missionaries. Although Te Rauparaha and Te Rangiaheata tried to insist on the Whangaehu River as the southern limit, 'The young men, such as myself, Hakaraia and Matene Te

[311] 'Native Land Court, Otaki,' *Evening Post* 11 April 1868, p.2.
[312] Native Land Court, Otaki Minute Book 1D, pp.529-531.
[313] 'Native Lands Court, Otaki,' *Evening Post* 11 April 1868, p.2.

Whiwhi, wished to follow the advice of missionary [*sic*] and take the boundary to Turakina, and, after, to Rangitikei.'[314]

Nopera Te Ngiha (Ngati Toa) testified that 'Ngatiapa did propose to sell on this side of Rangitikei when the other side was sold – did not sell because the committee settled that it was to be the other side to be sold, and after that they wanted to sell this side also – The committee of Ngatiraukawa Ngatiapa and Whanganui – I heard that this side was left for Ngatiraukawa and Ngatiapa.'[315] Maori commonly settled disputes over land through mediation: Nopera Te Ngiha's testimony plainly suggested that the iwi involved had arrived at an arrangement in which the Rangitikei River would form the southern boundary of the sale block. Of interest is that Ngati Toa itself was apparently not involved in the dicussions or a party to the agreement reached.

Tamihana Te Rauparaha (Ngati Toa) also referred to the Te Awahou hui of 15-16 March 1849, and in doing so offered a rather different version of events. It is important to bear in mind that he appeared for the Crown during that hearing and that his testimony was not always internally consistent or indeed fully reliable. Further, the thrust of his evidence was to claim that Te Rauparaha had set the northern limit of his mana at the Manawatu River and that therefore the lands lying to the north of that river remained in the possession of Ngatiapa, and that the outcome of the Te Awahou hui had been, essentially, to reconfirm that arrangement. 'It was there,' he claimed, 'that Ngatiraukawa and Ngatitoa returned to Ngatiapa the land on the other side of Rangitikei and this side of Rangitikei up to Manawatu.' He went on to claim that Nepia, Hukiki and others were inclined to sell 'all the land,' but that Te Rauparaha and Te Rangihaeata were opposed, adding that 'It was not Ngatiraukawa who held the "mana" of the land holding – it was Rangihaeata.' Tamihana Te Rauparaha went on to claim that he, Matene Te Whiwhi, Ihakara, Puaha and Hakaraia supported the anti-selling party.' He went on to affirm that the mana of the Rangitikei-Manawatu lands had been returned to Ngatiapa, clearly implying that it had once been wrested from that iwi.

[314] Native Land Court, Otaki Minute Book 1C, pp.231-232.
[315] Native Land Court, Otaki Minute Book 1D, p.397. See also 'Monday 30th March,' *Wellington Independent* 2 April 1868, p.4.

To support his contention, Tamihana Te Rauparaha went on to describe those of Ngati Raukawa who had settled north of the Manawatu River as 'mokais' of Ngatiapa, that 'Ngatikauwhata were living as "mokais" and Nepia and Parewahawaha were living as "mokai' – all the people occupying are doing so as "mokais." What Tamihana Te Rauparaha seemed to assert was that the sale of the Rangitikei-Manawatu lands to the Crown at the time of the Rangitikei-Turakina transaction did not proceed less on account of opposition on the part of Ngati Raukawa as on that of Te Rangihaeata. He did not explain the latter's reasons. The *Wellington Independent* recorded Tamihana Te Rauparaha as asserting that 'The Ngatiraukawa consented to let Ngatiapa have all the land between Rangitikei and Manawatu. They continued to live there on sufferance. The land and the "mana" belonged to Ngatiapa.' [316] Tamihana Te Rauparaha made no reference to any arrangement or agreement over the reservation of the Rangitikei-Manawatu lands from sale.

The evidence cited, that of Tamihana Te Rauparaha apart, strongly suggests that Ngati Apa and Ngati Raukawa did reach an agreement over three matters: first, that the land to the north of the Rangitikei River could be sold; second, that the lands lying to the south would not be sold; and, third, that those latter lands would be retained for both Ngati Apa and Ngati Raukawa. It also made three other matters tolerably clear: first, that the ability of Te Rauparaha and Te Rangihaeata to direct the course of events was waning; second, that power was moving into the hands of a younger, possibly more flexible and pragmatic, group of rangatira; and, third, that the missionaries were actively helping to shape policy-making within iwi, certainly within Ngati Raukawa. Further reference to the role that the missionaries played will be made later in the report. Finally, McLean's decision to invite Whanganui to the hui was clearly made with an eye to the mediation role that he hoped they would play: Armstrong noted that McLean considered remunerating the Whanganui rangatira 'for

[316] 'Saturday March 128, 1868,' *Wellington Independent* 2 April 1868, p.3. Tamihana Te Rauparaha's evidence appears to have been carefully crafted to meet the Crown's theory that hapu of Ngati Raukawa settled on the Rangitikei-Manawatu lands at the invitation and with the consent of Ngati Apa and at best were entitled only to those scraps of land that they actually occupied. Quite how such guests were subsequently transformed or indeed allowed themselves to be transformed into mokai were matters that were not explored.

their services.'[317] The hui involved protracted and presumably intense debate, with Kingi Hori Te Anaua playing a pivotal role in securing a compromise arrangement over sale acceptable to Ngati Raukawa and, temporarily at least, to Ngati Apa and securing a public commitment on the part of both to honouring that arrangement.

Historians' accounts of the Rangitikei-Turakina transaction

The Rangitikei-Turakina transaction has been examined by a number of historians: their views differ quite markedly, in line with the overarching narratives each articulated. Thus Buick emphasised the importance of the 'agreement' evidently reached between Ngati Apa and Ngati Raukawa. That agreement, he claimed, had been formulated by Matene Te Whiwhi and Rawiri Te Whanui, and that Ngati Raukawa and Ngati Toa claimed that it constituted a generous concession rather than any recognition of a claim of right by Ngati Apa. Buick cited Matene Te Whiwhi to the effect that Ngati Apa and Rangitane 'had lost all authority over these lands as far as the Wairarapa long before the Treaty of Waitangi came in 1840.'[318] Petersen referred to the 'understanding' reached by which Ngati Raukawa agreed to allow Ngati Apa to sell Rangitikei-Turakina on condition 'that their own rights of disposal of land southward of the river would be respected. The sale of the Rangitikei-Turakina was 'a comparatively simple transaction,' he concluded, 'as the owners by conquest had restored it to Ngatiapa.'[319] Rutherford advanced similar conclusions, recording that after prolonged discussions involving Ngati Apa, Ngati Raukawa, Ngati Toa, Te Ati Awa, and Ngati Maniapoto, McLean agreed to reserve for Maori all the land between the Whangaehu and Turakina Rivers and 'to leave the left [south] bank of the Rangitikei alone.' It was on those terms, he concluded, that Te Rauparaha 'formally allowed the sale …'[320]

McLean's biographer, Ray Fargher, reached the same general conclusions, noting that Te Heuheu had advised him not to listen to Ngati Apa and reminded him that although originally the land had belonged to Ngati Apa, 'in these days it is Mokau's

[317] Armstrong suggested that the support of Whanganui was 'critical' but did not elaborate. See Armstrong, '"A sure and certain possession,"' p.82.
[318] Buick, *Old Manawatu*, pp.170-171.
[319] Petersen, *Palmerston North*, p.40.
[320] Rutherford, *Sir George Grey*, p.181.

[Te Rangihaeata] and Te Rauparaha's lands.'[321] Fargher went on to record that McLean viewed Ngati Apa as the 'hereditary possessors of the district,' but acknowledged that Te Rangihaeata and others claimed a right of conquest.[322] Following the meeting at Parawanui, in May 1849, McLean advised Grey that the purchase had been completed 'with the consent of a powerful tribe [Ngati Raukawa] that was hitherto opposed.' He had, he claimed, broken through a 'combination' set up to oppose land sales.[323]

Boast also dealt briefly with Ngati Toa and the Rangitikei transactions, concluding, essentially, that Ngati Raukawa and Ngati Toa consented to the sale of the lands north of the Rangitikei River and acknowledged that Ngati Apa 'would be entitled to interests in some restricted areas on the south side of the Rangitikei.'[324] Although Gilling claimed that Ngati Raukawa had neither enslaved Ngati Apa, dispossessed the iwi of its ancestral lands, nor occupied the lands lying to the north of the Rangitikei River, he did note that an arrangement was reached over the lands lying to the south of that river.[325] On the other hand, Armstong explicitly rejected claims that any agreement had been reached. In his view:

> The evidence strongly suggests … that the land offered did not represent the full extent of Ngati Apa's claimed interests. All of the information available to McLean (from Pakeha settlers, Ngati Apa, Ngati Raukawa and Ngati Toa) pointed towards Kuputara or Omarupapako … as representing the southern limits of Ngati Apa rights. Ngati Apa, however, appear to have chosen not to press their rights south of the Rangitikei River by including this land in their offer to McLean as this would undoubtedly draw in Ngati Toa and Ngati Raukawa, with the possible consequence that Ngati Apa's pre-eminent position (in terms of both the negotiations and the relationships with settlers which would follow) might be compromised or attenuated … Ngati Apa later assumed a much bolder position, and began to discuss a transaction encompassing territory stretching almost to the Manawatu River.[326]

---

[321] Te Heuheu Iwikau to McLean 5 December 1848, McLean Papers, MS 125. Cited in Ray Fargher, *The best man who ever served the Crown? A life of Donald McLean.* Wellington: Victoria University Press, 2007, pp.74-75.
[322] Fargher, *The best man who ever served the Crown*? p.75.
[323] McLean to Grey 23 May 1849, McLean Papers, ATL QMS-1209. Cited in Fargher, *'The best man who ever served the Crown?* pp.76-77.
[324] Richard Boast, 'Ngati Toa in the Wellington region,' (commissioned research report: Waitangi Tribunal. Wellington, 1997) pp.149-153.
[325] Gilling, ''A land of fighting and trouble,"' p.46.
[326] Armstrong, '"A sure and certain possession,"' p.58. O'Malley offers a short account in Vincent O'Malley, '"A marriage of the land"? Ngati Apa and the Crown, 1840-2001: an historical overview,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2005).

The Rangitikei-Turakina transaction: issues arising

Such sharp differences suggest that a several aspects of the Rangitikei-Turakina transaction merit further exploration. The first relates to Ngati Apa and its right to sell. It was a central tenet of the iwi's narrative that it did, just as it was a central tenet of the narrative presented by Ngati Toa and Ngati Raukawa that it did not. The difficulty is locating evidence that bears directly on that question, but there is some that supports the claim that some agreement was reached. In October 1860, just ten years after the sale of Rangitikei-Turakina, Samuel Williams (who had spent eight years working with Octavius Hadfield at Otaki) recorded, in response to evidence tendered by McLean before the bar of the House of Representatives, that:

> … when the Rangitikei country was offered for sale to the Government by the Ngati Apa, great excitement prevailed, and both Rangihaeata and Te Rauparaha (whose rage at the time was witnessed by the Commissioner) were determined to prevent the sale … it was only through the influence of the Otaki natives … – who also asserted a claim – that these two chiefs, together with others, withdrew their opposition, and their old enemies, whom they looked upon in the light of slaves, were allowed to sell the land and keep the whole of the payment.[327]

The Crown, not unexpectedly perhaps, chose to believe that Ngati Apa did possess a right to sell: such doubts as it entertained related to the extent of the country that the iwi could sell and whether it possessed an untrammelled right to do so. McLean's reports to Eyre in April and May 1848, did suggest some initial uncertainty over Ngati Apa's right to sell the Rangitikei lands, but he also expressed some confidence that purchase could be effected without opposition from Maori residing on and claiming the lands to the south of the Rangitikei River.

Defining the southern boundary of the sale block

One interesting question is why the Rangitikei River was chosen as the southern limit. It does not appear that any record survives of the discussions that took place among

[327] Williams's letter was published originally in the *Southern Cross* but reprinted as 'Evidence of D. McLean Esq,' *Hawke's Bay Herald* 13 October 1860, p.3. Ballara recorded that, Te Rangihaeata, angered by Ngati Apa plans to sell the Rangitikei block, was was persuaded by Octavius Hadfield to relent. See Angela Ballara, 'Te Rangihaeata,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

iwi over that boundary, although a summary account of Ngati Raukawa's discussions and decisions, prepared some years later, is discussed below. Armstrong suggested that for Ngati Apa that river did not constitute a customary or tribal boundary but rather the boundary of the land that it was proposed to sell. 'Ngati Apa,' he suggested, 'may well have decided at this stage to confine their transaction to land north of the river where their claims were strongest, and in this way they perhaps hoped to ensure that Ngati Raukawa and Ngati Toa would not be drawn into the negotiations, would not share the payment, and would not seek to monopolise the Pakeha and their taonga.'[328] It was equally possible that the boundary was set at the Rangitikei River, as Ngati Raukawa claimed, at its insistence. Nepia Taratoa's declaration, made in January 1849, that he would 'clasp the land in his arms and not part with it' would seem to contradict his supposed location of the boundary at Omarupapako. Suggestions that Nepia Taratoa was inconsistent at best and duplicitous at worst hardly help clarify the matter. McLean certainly recognised that Taratoa was opposed to land sales.

If the reasons for Ngati Apa's decision to accept the Rangitikei River as the southern boundary of the sale block are accepted, certain questions arise: did the apparent anxiety of the iwi to exclude Ngati Toa and Ngati Raukawa from participating in the negotiations and in the distribution of the purchase monies imply a recognition that both had some claim to the lands lying to the north of the river? Did it imply an anxiety that their claims to manawhenua might not be accepted or fully accepted or could not be substantiated? Why did Ngati Apa apparently feel less confident about the strength of its claims to land lying to the south of the Rangitikei River when it claimed by right of ancestry claims as far south as the Manawatu River? What did Ngati Apa's decision to confine its desire to sell to the northern side of the Rangitikei River suggest about the character of the relationship with Ngati Toa and Ngati Raukawa? Did McLean's acceptance of the Rangitikei River as the southern boundary of the sale block imply any recognition of the rival claims to manawhenua or was it simply a pragmatic and expedient response to the tensions the proposed sale had clearly generated? Or was it possible that Ngati Apa was satisfied, albeit temporarily, with the recognition by both the Crown and Ngati Raukawa that it did indeed possess

[328] Armstrong, '"A sure and certain possession,"' p.47.

some rights to the lands on the south banks? Ngati Apa certainly were left in no doubt that the Crown would return in a quest to acquire Rangitikei-Manawatu.

Very similar questions could be asked about Ngati Raukawa's decision both to accept the sale upon which Ngati Apa had determined and about its acceptance of the Rangitikei River as the southern boundary of the land to be sold. Did Ngati Raukawa's decision to relax its opposition to any sale imply a realisation that its claim to the lands as far north at the Turakina River could not be substantiated or would not be accepted? Is it possible that for both iwi the Rangitikei River defined for each where their claims were strongest and more readily capable of being substantiated and accepted? Was it possible that for both iwi, the sale of a large block, conveniently defined on both the north and the south by rivers, and its expected rapid settlement by Pakeha offered the prospect of greater security? Was Ngati Raukawa as anxious as Ngati Apa apparently was to establish a buffer zone between the two iwi?

In short, it appears that for Ngati Apa the boundary was a pragmatic response that embodied no implications for the geographical scope of territorial claims and for the Crown it was a pragmatic response intended to effect a sale and did not constitute any geographical limit to its purchasing ambitions. For Ngati Raukawa the selection of the Rangitikei River implied a great deal more: it constituted the boundary of the sale block but it may also have represented for the iwi the southern limit, with certain limited exceptions, to Ngati Apa's territorial claims. For Ngati Raukawa, the Rangitikei River embodied and expressed its view of the outcome of the pre-annexation civil wars and defined its relationship with the tribes it claimed to have conquered.

One other aspect of the selection of the Rangitikei River merits some discussion. It will be recalled that a prime objective of the Crown's purchasing policy was to extinguish competing claims and overlapping interests without defining either their extent or their location. The difficulty is that such a policy could only work where all those involved agreed to sell: where they did not agree, difficulties followed. In the case of the Rangitikei lands, McLean's major achievement was to persuade those with claims but opposed to sale to relinquish those claims and withdraw their opposition, but only by accepting the Rangitikei River as the southern boundary of the sale block

despite the desire of Ngati Apa to sell what interests it retained. The fact is that the claims of Ngati Apa to the Manawatu lands and Ngati Raukawa's refusal to sell or allow sale would eventually allow the Crown, as McLean appreciated, to employ another element of its purchasing narrative, namely, that sale of disputed lands would resolve inter-iwi disputes and ensure stability, peace, and security. It was Featherston who would deploy that argument in his long quest to acquire the Rangitikei-Manawatu block: he would, though, have to find some reason or pretext to justify the Crown's intervention.

The matter of an accord

It was – and would remain – a key element of Ngati Raukawa's narrative that, as part of the discussions that led to the negotiations for the sale and purchase of Rangitikei-Manawatu, it reached an 'understanding' or an 'arrangement' with the Crown, not only over the definition of the southern boundary of the sale block but over the fate of the lands lying to the south of the Rangitikei River. The matter is one of some significance, for Ngati Raukawa would claim that it entered into an agreement under which the iwi would allow the sale of the Rangitikei-Turakina block and the Crown would refrain from attempting to purchase the Rangitikei-Manawatu lands. While it seems unlikely that the Crown would have accepted any limits to its right to acquire land, it is entirely possible that McLean acquiesced in a manner that encouraged Ngati Raukawa to believe that an agreement, albeit inchoate, would have required some substantial reason or reasons or, at least, plausible pretext for ignoring it.

It was noted above that in his address to the hui at Te Awahou on 14-15 March 1849, Kawana Hunia referred to his having reached an agreement with Nepia Taratoa. Armstrong, though, claimed that the primary historical sources provide no evidence of any 'agreement' under which Ngati Apa agreed to renounce a sale of land to south of Rangitikei in exchange for Ngati Raukawa's permission to sell land to the north. Rather, he claimed, 'the evidence suggests that Ngati Apa would have happily included Manawatu lands in the transaction but for Ngati Raukawa opposition and serious difficulties that would arise as a consequence.'[329]

[329] Armstrong, '"A sure and certain possession,"' p.94.

Armstrong dealt with matter again in the context of the distribution of the purchase monies. That Ngati Raukawa did not participate reflected the fact that Ngati Apa 'deliberately refrained from making any … gesture of goodwill as Ngati Raukawa had not shared with them any part of the goods handed over by Wakefield several years earlier in connection with the [New Zealand] Company's Manawatu "purchase."'[330] He acknowledged that during the 1860s, as part of the controversy that accompanied the Rangitikei-Manawatu purchase, it was claimed that Ngati Raukawa's non-participation formed part of the 'agreement' reached between the iwi and Ngati Apa. He went on to add that such a view 'simply does not accord with the facts,' and attributed it to Buller, while noting that this 'theory' had been adopted by Buick who 'shared Buller's sympathy for Ngati Raukawa.' Citing Gilling, he concluded that the genesis of the theory can be found in Buller's advocacy and events that took place in the 1860s, not the late 1840s.[331] O'Malley dealt briefly with the alleged 'arrangement' and dismissed Gilling's version as too reliant on Buller's version of events.

There is, in fact, some evidence that bears upon the matter beyond that cited above as having been presented by (Crown) witnesses to the 1868 Himatangi hearing. Whether it can be viewed strictly as primary in character may be open to debate. Still, it comes from several of those who were present at various discussions involving the sale of Rangitikei-Manawatu. In June 1867, that is, some 20 years after the transaction involving Rangitikei-Turakina, Rawiri Te Whanui, claimed that when Ngati Raukawa heard of the proposed sale of the Rangitikei, 'they assembled to stop the sale of this side. They agreed to allow the other side to be sold, on condition that Ngatiapa should abandon all claim to this side, to which Ngatiapa agreed. Ngatiraukawa did not receive any of the money payment for the land, though it was through them having given their consent that the land was sold …'[332]

[330] Armstrong, '"A sure and certain possession,"' p.135.
[331] Armstrong, '"A sure and certain possesssion,"' p.139. Whether it could be said that Buller was sympathetic to anything or anyone beyond his own interests and those of his political masters is a moot point. It is also of interest to note that in 1868 Buller claimed that his 1863 statement had been derived 'principally from private conversations with Archdeacon Hadfield.' See 'Native Land Court, Otaki,' *Evening Post* 20 April 1868, p.2.
[332] Rawiri Te Whanui to Williams 26 June 1867, in Thomas C. Williams, *The Manawatu purchase completed, or, The Treaty of Waitangi broken.* London: Williams and Norgate, 1868, p.11.

During the Himatangi hearing, Rawiri Te Whanui set out some of the circumstances surrounding the Rangitikei-Turakina transaction, in particular the occasion of McLean's visit to Otaki and the meeting held in Williams's house. Only Ngati Raukawa, including Te Rauparaha, 'a chief of both tribes,' were present. According to Rawiri Te Whanui:

> Mr McLean spoke of his having been to Ngati Apa to hear about the sale of the land from the other side of Rangitikei to Manawatu. Rauparaha was annoyed with McLean. 'What – did you go those slaves to talk about a sale?' – meaning Ngati Apa. He said they were people whom he had spared and they had no voice in such a matter. Ngati Raukawa agreed. After McLean there [there were] runanga of Ngati Raukawa. At these meetings was fixed the boundary of the land not to be sold at Whangaehu – opinion divided – some said at Whangaehu, some Turakina - Rauparaha said let it be at Whangaehu – he and other chiefs – point was not decided – another meeting afterwards and discussion about the boundary Whangaehu and Turakina. The young men, such as myself, Hakaraia and Matene Te Whiwhi, wished to follow advice of missionary and take the boundary to Turakina, and, after, to Rangitikei - proposed to fix Rangitikei as the boundary of Ngati Apa's sale – old men still urged that [*sic*] – Matene and Harakaia pressed their point and it was at last agreed to – it was then decided that Rangitikei should be the boundary – then they went to Rangitikei to finally fix the boundary … it was boundary 'tuturu' for the Ngatiraukawa and Ngatiapa – that it should be for Ngatiapa and Ngatiraukawa – neither to cross over – it was agreed that all on the other side was for Ngatiapa, and Ngatiraukawa on this side – Ngatiraukawa said 'If Ngatiapa sell, let them do so' – never heard that Ngatirauakwa asked for any money of Rangitikei – money and land on the other side for Ngatiapa – land on this side for Ngatiraukawa only – Rauparaha agreed – Rangihaeata at first dissented but at last gave way – Ngatiraukawa established the boundary … I heard that Ngatiapa accepted the boundary through Kingi Hori Te Anaua.[333]

Similarly, Matene Te Whiwhi noted that 'The Ngatiraukawa quietly handed over the side of Rangitikei to Ngatiapa for them to sell to Mr M'Lean, which made that sale complete.'[334] Indeed, Buick claimed that Matene Te Whiwhi and Rawiri Te Whanui worked out the trade-off by which it was agreed that Ngati Apa could sell 'conditionally upon their undertaking never to question the Ngatiraukawa title to the district south of the Rangitikei River.'[335]

[333] Native Land Court, Otaki Minute Book 1C, pp.231-233.
[334] Matene Te Whiwhi to Williams n.d., in Williams, *The Manawatu purchase completed*, p.12.
[335] Buick, *Old Manawatu*, p.170.

Samuel Williams, also writing in 1867, recorded that, with respect to the Rangitikei-Manawatu block, McLean had sought his assistance in securing the consent of Te Rauparaha, Te Rangihaeata, and Ngati Raukawa to the sale of Rangitikei-Turakina 'without which he said he could not effect the purchase.' The former two were, he recorded, 'furious at the idea of Ngatiapa, whom they styled the remnant of their meal, attempting to deal with the land, and blamed Ngatiraukawa in unmeasured terms for having stopped them in their work of extermination, saying that had they been allowed to do as they wished the difficulties of the time would never have arisen.' Williams claimed that he advised Te Rauparaha to allow the sale and that after protracted debate the latter eventually agreed to allow the sale of that land lying to the north of the Rangitikei River. He noted the 'great coolness' with which Ngati Toa viewed their matter, attributed by the iwi itself to the fact that the land had been handed over to Ngati Raukawa. According to Williams, several of Ngati Apa had assured him that their people owed their survival to the protection afforded by Te Whatanui, while also acknowledging that Ngati Raukawa were kai kotikoti whenua, the dividers of the land. Williams claimed that he urged Ngati Raukawa to allow Ngati Apa to sell Rangitikei-Turakina and retain all the purchase monies on the condition that the lands lying to the south of the Rangitikei River would not be alienated. Williams concluded by noting that McLean expressed 'his gratification at the generous manner in which Ngatiraukawa acted, more particularly in not accepting any of the purchase money, of which Ngatiapa had previously expected them to take a large share.'[336]

During the Himatangi hearings in 1868, Williams repeated the essence of that letter: that McLean had requested his assistance in securing the consent of Ngati Raukawa and Ngati Toa; that Te Rauparaha 'indignantly objected to Mr McLean treating with Ngatiapa for the sale of the Rangitikei and Turakina land;' that McLean had made it clear that he had 'no intention of buying without [the] consent of Ngatiraukawa and Ngatitoa; and that he advised both Te Rauparaha and Te Rangihaeata 'to shew consideration to the conquered tribes, and to consent to the sale of a portion at least of the country …' Williams claimed that he 'pointed out the folly of holding waste land where many were desirous of settling on it …' He went on to note that 'it was some

[336] Williams to Williams ?June? 1867, in Williams, *The Manawatu purchase completed*, p.41.

time before the moderate party who advocated the sale up [down] to the Rangitikei River could get a hearing: they went in a body to meet Mr McLean and Ngatiapa at Rangitikei …' Further, he recorded that he had been advised that the Ngati Raukawa chiefs had made it plain that they were retaining the lands to the south of the river and that they had advised Ngati Apa that 'By selling the land you expect to gain wealth; in our opinion you will be reduced to poverty; you will be glad to come to us who have retained the land for consideration and support; you will then find that it is the wisest way to retain possession of the land.'[337]

Williams's 1867 account has a faintly contrived feel, but, so far as can be established, McLean never refuted the claims advanced. Taken at face value, the account indicates that Ngati Raukawa, rather than Ngati Toa, held sufficient power over the Rangitikei lands generally that McLean, in advance of the Te Awahou hui of March 1849, considered it necessary to secure its consent. It seems unlikely that Ngati Raukawa would have granted any consent without insisting upon and extracting some concession, undertaking, or agreement. It is clear from McLean's own observations made at that time, and the evidence tendered by Ihakara Tukumaru and Nopera Te Ngiha, that the proceedings at Te Awahou involved intense debate in which Whanganui played a critical mediating role, encouraging Ngati Apa to accept the arrangement earlier arrived at or least discussed by McLean and Ngati Raukawa. Ngati Raukawa's agreement to allow the sale of Rangitikei-Turakina became an essential part of its narrative with its elements of standing firm against land sales, conserving the interests of those iwi inclined (in its view) to discount the long-run consequences of alienation, and implementing the tenets of the new religious faith.

While then, no formal record of any 'agreement' was located, it does seem that a reasonably clear understanding was reached between McLean and Ngati Raukawa. McLean himself recorded Kawana Hunia acknowledging that he had reached an 'agreement' with Nepia Taratoa. It seems unlikely, nevertheless, that McLean would have regarded such an accord as little more than a temporary expedient and certainly not one that limited the right of the Crown to try to acquire lands to the south of the Rangitikei River. Indeed, he may have regarded the agreement as one reached among

[337] 'Native Lands Court – Otaki,' *Evening Post* 19 March 1868, p.2.

Maori themselves and therefore one to which the Crown was not a party. On the other hand, Ngati Raukawa's insistence on the accord appears to have reflected some anxiety that Ngati Apa would employ its developing alliance with the Crown to attempt to dispose of those lands to which it laid claim and so open the way to the heart of its territory. An essential element of the narrative developed by Ngati Raukawa was that that alliance or axis would redound seriously to its legal and practical disadvantage as it endeavoured to preserve its rohe. The evidence relating to the Ahuaturanga block suggests that as Ngati Apa and Rangitane sought to reassert their manawhenua and to drive Ngati Kauwhata and Ngati Raukawa from the lands they claimed as their own, so those two latter iwi set out to define the borders of that heartland. Finally, that agreement (making the obvious assumption) would have served McLean's purpose well: the Rangitikei-Turakina purchase was sufficiently fraught without amplifying the distrust, suspicion, and hostility already apparent by trying to include the Manawatu lands. Under very considerable pressure to effect the purchase, McLean's apparent acceptance of the terms proposed by Ngati Raukawa represented little more than a pragmatic and temporary response to a potentially hostile response from Ngati Raukawa and its allies that might set back purchasing on the west coast for many years.

There is some later evidence relating to the 'agreement' that is of very considerable interest. In 1870, as he struggled to resolve the issues arising from Featherston's handling of the Rangitikei-Manawatu transaction, McLean held a series of meetings with Maori. During the discussions, the matter of the Rangitikei-Turakina purchase was raised. In the notes of a meeting he held with Ngati Raukawa at Manawatu on 10 November 1870, McLean was recorded as having said that 'I said to you long ago: "Give up the other side of Rangitikei and hold on to this."' Subsequently Moroati noted that '… you told Raukawa to give up that land and cross the river, they did so, and after that the new commissioner came and did not act in accordance therewith.' After some discussion, McLean acknowledged that he had 'not forgotten what I said at the time of the first sales on the subject of a fair division of the land to each tribe respectively.' The narrative presented by Ngati Raukawa was clear, namely, that an agreement, or arrangement, or understanding had been reached with McLean, the terms of which Ngati Raukawa had observed but which Featherston had violated. If it is assumed that the notes were an accurate and sequential account of that meeting's

proceedings, then it appears that McLean did not offer his initial comments by way of a response. Nor did he at any time deny or reject the comments made about Featherston's violation of the 'boundary.' At a further meeting held at Oroua on 18-19 November 1870, Hakaraia Pouri reminded McLean that 'At the purchase of North Rangitikei, you called all the tribes to meet at Te Awahou you said, "leave this side of Rangitikei, but let me have the other side …"' His assertion was not denied.[338] These matters are discussed further in the chapters dealing with the Rangitikei-Manawatu purchase.

An act of Christian charity?

Some of the Ngati Raukawa and Ngati Toa witnesses before the Native Land Court in 1868 claimed that their consent to the Rangitikei-Turakina sale did not imply any recognition of Ngati Apa's customary rights but rather represented their understanding and acceptance of the central teachings of Christianity. Before the Native Land Court in March 1868, Henare Te Herekau attested that the resident iwi had been:

> … 'patu'ed first by Te Rauparaha and Ngatiawa and after by Ngatiraukawa and after that they did not attempt to whakahi – the conquerors divided the land among themselves and the 3 tribes had nothing to say – 'noho mokai – lived and occupied only in i runga i te atawhai o Whatanui – though the Christianity and the notice of the Government has raised these people out of the degraded position. If they had shewn themselves before my hands were tied by the gospel I should have killed them or sent them off to some other island.[339]

Rakapa Kahoki (Ngati Toa and Ngati Raukawa) claimed that:

> Ngatiapa first desired to sell the land north of Rangitikei – they did sell it – Ngatiraukawa wished to 'pupuri' – they did not assent to the sale – Ngatiapa ultimately gained their point – they were the principal sellers, only a few of Ngatiraukawa assented – Rangihaeata was not agreeable but he did not carry his opposition to a point because Matene and Archdeacon Hadfield were on the other side and many others interested had become Christians and he could not carry his point of an appeal to arms to prevent sale.[340]

[338] The notes of these meetings can be found in ANZ Wellington ACIH 16046 MA13/114/72a.
[339] Native Land Court, Otaki Minute Book 1C, p.207.
[340] Native Land Court, Otaki Minute Book 1D, p.415.

Whether or not Ngati Raukawa's adoption of Christianity in fact influenced or helped shape its response to Ngati Apa's desire to sell the Rangitikei lands is a matter discussed by a number of historians. Boast is firmly of the view that the Christian influence played a key role in inducing Ngati Toa to adopt a more liberal attitude towards Ngati Apa than Maori custom would have allowed. The new faith could not accommodate any form of slavery nor, it seems, a military response to the land-selling ambitions and plans of one's opponents. At the same time, Boast claimed, such acquiescence did 'not prove that the Ngati Raukawa chiefs conceded that Ngati Apa had a right to … [sell Rangitikei-Turakina] according to Maori law.'[341]

Those views have been challenged by Armstrong.[342] It is sufficient for the purposes of this investigation to recognise that Ngati Raukawa, early adopter of the new religion, regularly cited Christian precepts as factors in its decision to relax their opposition to the sale of Rangitikei-Turakina, and to extend compassion and charity to those whom they had previously defeated, conquered, and enslaved. It is of some interest to note here that Te Rangihaeata was scornfully dismissive of Christianity, which he seemed to regard as the veil behind which the Crown conducted its unwelcome land purchasing activities. Similarly, Iwikau Te Heu Heu denounced 'wakapono' or belief in Christianity, insisting that but for their profession of Christianity, Ngati Raukawa would have joined forces with Te Rangihaeata in, presumably, the Hutt Valley skirmishes.[343]

In a letter to William Fox dated 12 April 1849, McLean recorded that the conflicts between Ngati Apa and Ngati Raukawa and Ngati Toa '… were happily ended by the influence of Christianity before the Ngatiapas were entirely subdued.'[344] In his evidence tendered to the Native Land Court in 1868, Samuel Williams testified that he had urged Ngati Toa and Ngati Raukawa to 'shew kindness to the tribes whom they had conquered formerly' by allowing them to sell some part of the country,' adding that 'I consider that the Rangitikei River was the boundary of land over which

[341] Richard Boast, 'Ngati Toa and the colonial state,' (commissioned research report, Wellington: Waitangi Tribunal, 1998), pp.33-35; and 'Ngati Toa in the Wellington region,' (commissioned research report, Wellington: Waitangi Tribunal, 1997), pp.87-88.
[342] Armstrong, '"A sure and certain possession,"' p.70.
[343] 'Manawatu,' *New Zealand Spectator and Cook's Strait Guardian* 14 October 1846, p.2.
[344] McLean to Fox 12 April 1849, McLean Papers, ATL QMS-1211.

the Ngatiraukawa restored the mana of Ngatiapa, and was the boundary of land to be sold.' He also noted that he had advised Ngati Raukawa to 'curtail their boundaries, and not to hold useless tracts of land.'[345] The term 'useless tracts of lands' is interesting: it occurred again during the debates over the sale of Te Ahuaturanga. It seems entirely possible that Ngati Raukawa were being advised and had decided to relinquish the rights claimed over lands that were removed from the core of its rohe in respect of which it could more readily assert and defend its claims based on take raupatu. During the second Himatangi hearing in 1869, the Crown was at pains to deny that rival iwi had agreed to or reached an understanding over what it termed a 'general partition' of the Rangitikei, Manawatu, and Horowhenua lands. The evidence suggests that Ngati Raukawa, Ngati Kauwhata, and Rangitane at least had decided to adopt a plan intended to resolve inter-tribal disputes over land.

Of considerable significance, it is suggested, was Henare Te Herekau's observation recorded above relating to 'the notice of the Government.' That suggests that Ngati Raukawa was increasingly aware that the arrival of the Crown in the region, its desire to acquire land, and its disposition to negotiate with all of those who claimed interests in the lands it sought were all contributing to a far-reaching shift in the balance of power. Nevertheless, Ngati Raukawa continued to emphasise, as part of its broad narrative, the importance of the teachings of the gospel in its decision-making. Henare Te Herekau's perception that Ngati Raukawa was increasingly confronting Ngati Apa, Rangitane, and Muaupoko emboldened by and endeavouring to establish a firm alliance with the Crown, as well as the Crown itself with its designs on their hard-won lands would also form an important element in the iwi's appraisal of its position in both the Rangitikei-Manawatu and Manawatu-Kukutauaki investigations and negotiations.

A 'combination:' real or imagined?

It was noted above that in securing the Rangitikei-Turakina block, McLean claimed to have broken through a 'combination' set up to oppose land sales. That claim became an important element of the narrative advanced by the Crown, especially in relation to

[345] Native Land Court, Otaki Minute Book 1C, pp.228-231.

its dealings in Taranaki. Whether or not a 'land league' was established in the latter has been a matter for some debate. Keith Sinclair argued that no such league was established and that the notion was a myth invented by McLean.[346] Hill, on the other hand, insisted that there was such a league, a claim that elicited a critical response from Sorrenson.[347] Whether such a league involving west coast iwi existed or not is perhaps less important for present purposes than the Crown's assertion that such a combination had been formed and that it had its destruction as one of its objectives.

The notion of a 'land league' or compact working covertly to oppose efforts to transfer land out of Maori ownership was anathema to the Crown. In Parliament, on 3 August 1860, J.C. Richmond, then Colonial Treasurer and Minister for Native Affairs, claimed that Wiremu Kingi had taken a stand over Waitara that was 'wholly and solely as a land-leaguer.' He went on to claim that 'The overt and formal origin of the Taranaki Land League was the Native Meeting at Manawapo [*sic*] in the Ngatiruanui country… in 1854. There were present representatives of all tribes from Waitara to Wellington.' That meeting, he insisted, resolved against all further land sales, to resume lands already sold, and to exterminate the Pakeha.[348]

Called before a Committee of the whole House of Representatives in August 1860 to testify to the causes of the Taranaki War, McLean claimed that most of the difficulties associated with the acquisition of the Waitara block had 'originated entirely with the anti-selling league,' that such league had 'commenced at Otaki' where Maori had acted on 'very good advice,' and that at Manawapou 'the Natives pledged themselves not only to sell no more land, but to take the life of any one who should attempt to do so … It was also resolved at this meeting of the Natives that they should entirely repossess themselves of lands already alienated by them, and drive the European settlers into the sea.'[349] McLean was supported by the Wesleyan missionary Thomas Buddle who subsequently published a pamphlet in which he noted that the sale by

[346] Keith Sinclair, 'Te Tikanga Pakeke: the Maori anti-land selling movement in Taranaki 1849-1959,' in F.L.W. Wood, J.C. Beaglehole, and Peter Munz, editors, *The feel of truth: essays in New Zealand and Pacific history*, Wellington: A.H. & A.W. Reed, 1969, pp.79-92.
[347] Edward Hill, *There was a Taranaki land league.* Wellington: Wellington Historical Society, 1969; and M.P.K. Sorrenson, Review, in *Journal of the Polynesian Society* 80, 1, 1971, pp.136-137.
[348] 'General Assembly,' *Wellington Independent* 21 August 1860, p.5. Richmond claimed that the Taranaki 'Land League' and the King Movement shared the same object. See Memorandum by Ministers 26 June 1860, AJHR 1861, E1A, pp.17-18.
[349] AJHR 1860, E4, p.19.

Ngati Apa of the Rangitikei-Turakina block 'caused no little excitement among the tribes along the Western Coast from New Plymouth to Wellington,' stiffened Maori resistance to further land sales, and led to the 1854 meeting at Manawapou where some 1,000 Maori (including Matene Te Whiwhi) resolved, among other things, 'That from this time forward no more land shall be alienated to Europeans without the general consent of this confederation.' In that resolution, Buddle located the origin of what he termed the 'notorious Taranaki land league.'[350]

McLean was subsequently challenged by Samuel Williams. Claiming that McLean had been 'misinformed,' Williams recounted that when Ngati Apa had offered the Rangitikei country to the Crown, 'great excitement prevailed, and both Rangihaeata and Te Rauparaha … were determined to prevent the sale.' Noting that Rangihaeata had burnt down a raupo house erected by Te Hakeke on the south bank of the Rangitikei for Dr Best to whom Ngati Apa had leased a portion of the land, 'it was only through the influence of the Otaki natives … who also asserted a claim – that these two chiefs, together with others, withdrew their opposition, and their old enemies, whom they looked upon in the light of slaves, were allowed to sell the land and keep the whole of the payment.' The subsequent threat by Ngati Apa to sell land south of the river, 'including even land occupied by some of the Ngati Raukawa,' induced 'the Otaki and Manawatu natives (principally Ngati Raukawa) … [to enter] into an agreement not to sell any more land within certain boundaries, over which they had an undoubted control according to native custom.' That agreement had been cancelled in 1852 in response to the wish of some Maori on the Manawatu River to sell a portion of their land. Thus, the meeting at Manawapou 'had no connection whatever with the agreement entered into at Otaki and Manawatu, which had been cancelled two years before. At Manawapou, Williams acknowledged, Parotene Te Kopara advanced the idea of a league, but the meeting of some 500 Maori decided that each iwi should be left to manage its own affairs.[351]

[350] Thomas Buddle, *The Maori king movement in New Zealand, with a full report of the Native meetings held at Waikato, April and May 1860*. Auckland: New Zealander Office, 1860, p.5. For Buddle, see Frank Glen, 'Buddle, Thomas,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 5 June 2013.
[351] 'Evidence of D. McLean Esq,' *Hawke's Bay Herald* 13 October 1860, p.3.

There is evidence that corroborates Williams's claims. In May 1849, McLean noted that earlier in the year a number of young Ngati Toa chiefs, including Tamihana Te Rauparaha, had drawn up at a public meeting:

> … an agreement (for the signature of the whole tribe or any other tribe who might join them) in which they embodied resolutions passed at their meeting to the effect that neither [they] nor their posterity should ever dispose of their lands to the Europeans excepting by annual lease for cattle grazing … some of them even spoke with a view to the more sacred observance of their promise therein contained, to have copies of it affixed to the new Testaments.[352]

Hadfield also offered a stern rejoinder to McLean's assertion. In a letter published in the *New Zealand Spectator* in November 1860, he described the notion of a league as 'an invention, a fabrication, an imposition …' and indeed that McLean's statement to the House bearing on that matter was 'the most bare-faced and shameless fabrication that I ever knew to be officially made.' He flatly rejected McLean's claim of a direct link between the temporary agreement' reached by Otaki and Manawatu Maori and the creation of any land league arising out of the Manawapou meeting. Indeed, according to Hadfield, the effort at Manawapou to establish a league 'utterly failed.' He also noted that there was 'no general disinclination' on the part of Maori to sell land but 'very great dissatisfaction' with the methods employed by the Crown, sufficient to give rise to 'separate and independent agreements in various tribes for protesting against, and peaceably resisting, the mischievous proceedings of the Land Commissioners.' That was a reference to the Crown's new policy (tikanga nou) relating to land purchase, namely, purchasing from individuals without the sanction of the tribe, with many Maori claiming that the government was trying to provoke quarrels as a pretext for depriving them of their lands.[353]

Informing the Crown's claims of 'combinations' were several entrenched beliefs. It asserted that one of its primary roles was to promote and encourage the colony's economic development. It insisted that economic development depended, in the first instance, on the redistribution of land from Maori to settler via the agency of the Crown, that so long as the colony's lands remained in Maori ownership so long would

[352] McLean, Despatch [nd given], ANZ Wellington ABLA 8157 CS1/2 1849/75. Cited in Armstrong, '"A sure and certain possession,"' p.77.
[353] *New Zealand Spectator* 3 November 1860, NZETC.

they remain ‘waste’ and undeveloped, and that the determination on the part of some iwi, including notably Ngati Raukawa, imperilled the colonial vision. Any effort on the part of Maori that hinted at a pact or an agreement to oppose sale was quickly invested with sinister overtones and became an important element in a narrative in which those iwi opposing land sales and settlement were portrayed as impediments to ‘progress.’ That element of the Crown’s narrative would emerge clearly during the protracted negotiations and the war of words that accompanied – and bedevilled - the Rangitikei-Manawatu purchase.

On the benefits that sale would bring

In 1846 the Secretary of State for the Colonies advised Governor Grey that the Crown’s pre-emptive claim to the lands of the colony was to be strictly enforced, while the price paid for the land acquired was not to constitute more than a small proportion of the price which it expected to receive when sold to settlers. Failure to secure that differential, he argued, would be ‘fatal to the progressive and systematic settlement of the colony.’ He went on to describe it as ‘the mode by which, with the least inconvenience and difficulty, funds can be raised for emigration, and for executing those public works which are necessary for the profitable occupation of the soil …’ Moreover, he added, Maori must be persuaded that ‘the Crown receives the money so paid for land only as trustee for the public, and that it is applied for their benefit as forming part of the community …’.[354]

That emphasis on the collateral benefits of land sales was long maintained by the Crown as an important element of its purchasing narrative. Ngati Apa, at least, accepted the assurances proffered, that lands would be permanently reserved them, that they could retain traditional food gathering rights where their exercise did not interfere with settlement, and that sale would bring certain material and allied benefits. Concurrently, it sought to allay fears that the sale of land and the settlement of Pakeha would mean the marginalisation of Maori, the loss of mana, and the eventual extinction of the race. The Crown was quite prepared to invoke the notion

[354]Grey to Grey 23 December 1846, ‘New Zealand. Copies of despatches,’ BPP 1846, Vol XXX, pp.525-526.

and prospect of a 'union' between Maori and Pakeha from which both would benefit and prosper.

In short, Maori were being asked to trust the Crown. To that end it attempted to cast itself as a 'parent' of Maori thereby implying a relationship of trust and the assumption of a responsibility to conserve, protect, and enhance the rights and welfare of Maori. Hence on 3 April 1849 McLean recorded that he had assured Ngati Apa that 'Land reserved by the Govt. … would be productive of great good incorporating them with the Europeans and manifesting that although the Government purchased large tracts from them its parental care for their welfare was not neglected.'[355] He would have been acutely aware that the policy being implemented by the Crown had a great deal in common with the Highland Clearances in which the objective (not least in the brutal Sutherland and Glencalvie evictions of the early nineteenth century) had been to clear the land so that it might be put to more profitable uses by persons apparently better equipped to transform it into sources of productive output. Where doubts were raised by Maori, they were simply assured that by accepting removal to specified areas they would avoid disagreements and conflicts with the Pakeha settlers that would otherwise serve to retard and indeed imperil their economic and social progress. Ngati Apa, at least, was prepared to accept those assurances, indicating to McLean 'in most emphatic terms that it was their firm and mature resolution to part with their lands to the Government, and they anxiously desired to participate in the various advantages they would derive from the settlement of a numerous European population among them.'[356] In the case of the Rangitikei-Turakina transaction, the block lying between the Whangaehu and Turakina Rivers was set apart for Ngati Apa.

The Crown's post-sale appraisal

In his report on the Rangitikei purchase, McLean introduced some further details attending the transaction. He acknowledged that Ngati Raukawa, supported by Te Rangihaeata, having 'adduced a right of conquest,' had voiced 'considerable opposition' to the sale. At the same time, Ngati Apa had 'urged their claim as the only

[355] McLean, Diary, McLean Papers ATL MS 1225. Cited in Anderson and Pickens, *Wellington district*, p.59.
[356] See Armstrong, '"A sure and certain possession,"' pp.123-130.

legitimate one and solicited the Government to purchase their country that it might not be populated by disaffected tribes who had no right to it.' Quite who those 'disaffected tribes' might be, he did not say. The outcome of the Te Awahou hui had been that 'the Ngatiraukawa partially admitted the justice of the Ngatiapa claim endeavouring to persuade them at the same time against disposing of their land to the Europeans as they were desirous that the native proprietors should retain all the country between Porirua and Wangaehu.' Ngati Raukawa had made it plain that its members had formally agreed that they would never dispose of their lands except by way of annual lease for cattle grazing. That declaration appears to have persuaded McLean to press hard for the purchase, and indeed he reported that he had prepared for the Te Awahou meeting by advising those inclined to oppose the Government land purchasing that such opposition would not prevail. Finding, he added, that he lacked full support, Te Rangihaeata declined to attend the meeting 'where the right of the Ngatiapa to the purchase now concluded was publicly acknowledged by a large majority of the Manawatu and Otaki natives including those who had recently been most firm in their opposition …' McLean noted with some satisfaction that the consent to the sale undermined any 'combined opposition before becoming formidable …'[357] He made no reference to any agreement involving the lands lying to the south of the Rangitikei Rivers, nor did he offer any explanation as to why Ngati Raukawa's previously strong opposition had given way if not to approval then to acquiescence.

Whatever anxieties McLean harboured with respect to the purchase of the Rangitikei-Manawatu lands, he seemed well satisfied with the outcome of his efforts north of the river. In May 1851, when in the Rangitikei district, he recorded:

> How pleasing it is to see a place that was, only a short time ago, destitute of the signs of life, except the occasional sound of a Maori voice, and the solitary night owl, or other forest inhabitant, drouling [*sic*] out their screeching notes, in an abandoned desert, which is now covered over with sleeky fat cattle, bellowing out their homely lowing, as if to remind you of St Columba's prediction - 'In Iona of my heart, In Iona of my love, where oft the low of cows were [*sic*] heard; but before the world comes to an end, it will be still as before.' The difference being that the lowing of cattle is only now

[357] McLean to ? 23 May 1849, McLean Papers, ATL QMS-1211.

commencing in a land where never their bellowing echoed before to the winds of these mountain sides.[358]

Conclusions

The arrival of the Crown in the Porirua ki Manawatu Inquiry District and in particular its efforts to acquire large tracts of land, just a decade after the last of the pre-annexation civil conflicts, revived memories of the losses experienced and the privations endured, exposed and revived inter-iwi tensions, imperilled such peace and stability as the conflicts had produced, initiated efforts to secure protection and security, and precipitated efforts to regain or restate manawhenua. For some, the arrival of the Crown and its land purchasing ambitions presented opportunities, for others challenges and uncertainty. What they also did was to encourage the various parties involved to develop and advance accounts of their recent pasts, present relationships, and future ambitions and aspirations as they sought to claim the attention of the Crown and to reshape relationships with the region's new arrivals.

The Rangitikei-Turakina transaction saw both Ngati Apa and Ngati Raukawa develop and present contrasting accounts of both the recent past and their present relationships. Ngati Apa sought to project itself as an iwi that despite the devastations of the pre-1840 wars had survived, that had been neither conquered, subjugated, nor dispossessed, that while it had sustained some early defeats at the hands of Ngati Toa, had retained possession and sustained occupation and active use of its territorial possessions. An essential part of Ngati Apa's narrative was an anxiety to forge an alliance with the Crown in return for security, protection, and the material benefits expected to accompany Pakeha settlement, to secure through the sale of land the Crown's recognition of its claim to manawhenua, and generally to restore and sustain its claim to be one of a group of closely allied iwi that had from time immemorial settled on the west coast of Te Ika a Maui.

[358] McLean, Diary, McLean Papers ATL MS-1233. McLean's recall *may* have been a little faulty. A commonly accepted version is 'Iona of my heart, Iona of my love/Instead of monks' voices shall be/the lowing of cattle/But ere the world shall come to an end/Iona shall be as it was.'

Ngati Raukawa, on the other hand, sought to claim and retain the mantle of conquerors. Its fundamental claims were that it had established and maintained sovereignty over the very lands claimed by Ngati Apa, to have acquired the right to manage their use and disposal, and that, as an iwi united and strong, it was determined to maintain that overlordship and possession against Ngati Apa, Rangitane, Muaupoko and the Crown. At the same time, it endeavoured to represent itself as a charitable, compassionate, and cooperative people. It clearly recognised in Ngati Apa's determination to sell land as originating in the the iwi's desire for security and protection, to reclaim or restate its manawhenua over both the Rangitikei and the Manawatu lands, to nullify or negate its perceived status as a 'conquered tribe,' and its desire to do what it and its allies had previously failed to accomplish, namely, to eject the invaders. Ngati Raukawa's efforts to represent itself as compassionate, charitable, flexible, and open to negotiation and compromise had a great deal to do with its recognition of the changes in inter-iwi relationships that would follow on the arrival of the Crown.

As a major player, the Crown set out to establish and claim a reputation as a patient listener, the resolver of quarrels, the source of future material comforts and well-being, the provider of security and stability, as a just and principled purchaser, and as partner. It represented itself variously as the harbinger of material progress, arbiter, peacemaker, and even partner. Most importantly, the Crown projected itself as a 'supporter' of those whose claims to land it considered 'legitimate.' The Rangitikei-Turakina purchase in particular made it clear that the Crown would act concurrently as the agency that, defined ownership, however imprecisely, resolved disputes, and conducted purchase negotiations. It was that conflation of the roles of investigator, arbiter and purchaser that would find its fullest expression in Featherston's campaign to acquire the Rangitikei-Manawatu block.

Chapter 3: After Rangitikei-Turakina: Crown purchasing on the west coast, 1850 to 1863

Introduction

The period from about 1850 to about 1865 was one of profound importance to the iwi that resided along Wellington's western districts from Porirua to the Rangitikei River. Of prime importance was the conviction held by Wellington's founders that the new settlement should not only be the colony's capital but the prime urban centre of a hinterland that embraced the entire southern half of the North Island. Wellington began without a hinterland, and grew slowly as a town with limited scope for expansion and, moreover, a town that lacked connection with a large and fertile hinterland. From the outset, Hamer noted, 'the idea of opening up, indeed creating, a hinterland dominated thinking about Wellington's future.' [359] Among those who would play key roles in that development were William Fox and Isaac Featherston. Both were quick to appreciate the importance of both the Wairarapa and the Manawatu to the new settlement's material fortunes and thus their acquisition from Maori.

Of major importance to Wellington's founders and leaders was the Constitution Act 1852 and the subsequent arrangements by which their fledgling provincial government was transformed into the province's major agent of Pakeha colonisation and into the agent through which the Crown sought to extend its geographical reach and its political control. The ensuing struggle between the Governor and the General Government and between the latter and provincial governments for the control of 'native policy,' the financing of land purchases, the efforts by the Wellington Provincial Government to wrest control of land purchasing within the Province from the General Government, the major changes in Native land law, and the exemption of the Manawatu lands from the operation of the Native Lands Act 1862, were among a

[359] See David Hamer, 'Wellington on the urban frontier,' in David Hamer and Roberta McIntyre, editors, *The making of Wellington*. Wellington: Victoria University Press, 1990, p.245.

host of matters that would bear directly on the extensive lands owned by Maori within the Porirua ki Manawatu Inquiry District.

Other forces of change made their influence increasingly apparent. The arrival of flax merchants, timber millers, and pastoralists in search of land alerted Maori to the fact that their lands had a commercial value. Some embraced the opportunities that the newly emergent commercial economy appeared to promise, among others a disquiet developed over both the loss of land and political disempowerment. Those two currents merged to give rise to the Kingitanga movement as it developed out of the discussions involving Ngati Raukawa, Ngati Toa, and Te Ati Awa at Otaki in 1853. As the movement gained strength and as its opposition to land sales hardened, predictions flowed that it was 'certain to assume the character of a great land league association' with the potential to cripple Wellington as New Plymouth had been crippled.[360] In fact, the Kingitanga movement did not secure universal or unqualified support among west coast Maori: indeed, the arrival of the Crown's purchasing agents did less to elicit unified opposition than it did to exacerbate the rival claims to manawhenua that had emerged during the Rangitikei-Turakina negotiations. Politically, the 1850s and early 1860s would prove to be particularly difficult for Maori in the Porirua ki Manawatu Inquiry District as individual iwi endeavoured, on the one hand, to respond to the challenges and the opportunities presented by Pakeha colonisation and, on the other, to adjust relationships among themselves. Chapter 3 thus offers an account of the major transactions of the 1850s and early 1860s, in particular those of Te Ahuaturanga and Te Awahou. In the course of the former, competing iwi narratives again emerged as the Crown's negotiations embraced a number of contending and overlapping interests, rights, and claims. The latter would serve to generate and expose tensions among hapu of Ngati Raukawa as the Crown set out to acquire coveted lands of Rangitikei/Manawatu.

Historians' assessments

Accounts of the Te Ahuaturanga and Te Awahou transactions display some marked differences. Buick dealt only briefly with the sale and purchase of Te Ahuaturanga,

[360] 'Native affairs,' *Wellington Independent* 29 April 1859, p.3. The journal suggested that the time had arrived when Maori should be accorded their representatives 'in our legislative Assemblies.'

relying on Searancke's account of 27 September 1858. He did note, with respect to both the Rangitikei-Turakina and Te Ahuaturanga transactions, that:

> When we bear in mind that conquest had given the Ngatiraukawa a title to the country which no Maori would question except by conquest, and no European could challenge without flying in the face of the Treaty of Waitangi, it would have been thought that these large concessions made to the original owners would in equity have secured to the givers an undisputed claim to that portion which they wished to retain as their own for ever, but the Ngatiapa ideas of equity were laid on no such broad lines, for, having sold the land given back to them, they quietly lay in wait for a further opportunity of beating by 'slimness' the people who had vanquished them on the field.[361]

McEwen noted that in the wake of the Te Awahou transaction, Rangitane and Ngati Apa began to assert their claims to their ancestral lands, but that while great bitterness arose between Ngati Apa and Muaupoko, on the one hand, and Ngati Raukawa, on the other, Rangitane and Ngati Raukawa managed to settle their difference 'more amicably.' He went on to record that a large hui was held at Raukawa in 1858 at which Ngati Raukawa agreed 'to waive any claims to the Ahuaturanga Block comprising 250,000 acres.' A large portion of the land, he recorded, in fact belonged to the Rangitane hapu of Ngati Mutuahi who had been allies of Ngati Raukawa during the latter's battles with Ngati Kahungunu. 'It would,' he suggested, 'have been ungenerous indeed of Ngati Raukawa to have repaid Ngati Mutuahi by appropriating their land.' Further, Ngati Raukawa does not appear to have occupied any part of Te Ahuaturanga. According to McEwen, Rangitane acknowledged the liberal and generous spirit in which Ngati Raukawa had met it, including its request for the return of Tuwhakatupua.[362] He did not otherwise examine the Te Ahuaturanga transaction.

In his biography of Walter Buller, Galbreath touched upon the Te Ahuaturanga negotiations, in particular Buller's dispute with Mantell.[363] Luiten dealt very briefly with Te Ahuaturanga, noting that the information relating to Featherston's negotiations is 'scant.' She focussed rather on the controversy that accompanied Buller's involvement.[364] According to Fallas, Ngati Raukawa agreed to allow

[361] Buick, *Old Manawatu*, p.177.
[362] McEwen, *Rangitane*, pp.144-145.
[363] Ross Galbreath, *Walter Buller: the reluctant conservationist.* Wellington: GP Books, c.1989. The dispute between Buller and Mantell is discussed briefly below.
[364] Luiten, 'Whanganui ki Porirua,' pp.34-35.

Rangitane to sell Te Ahuaturanga on the condition 'that the land between the Rangitikei and Manawatu Rivers was not to be sold as it belonged to Ngatiraukawa.'[365] Lambeth dealt only in passing with the block but concluded that Rangitane were never conquered by Ngati Toa and that Ngati Toa never occupied the iwi's lands: at the same time she acknowledged that three Ngati Raukawa hapu settled along the lower Manawatu River, while Rangitane also welcomed Ngati Te Upokoiri as refugees from the East Coast conflicts.[366] On the other hand, Petersen claimed that Rangitane held the block only as a result of the same 'extraordinary clemency' that Te Whatanui and Nepia Taratoa had extended respectively to Muaupoko and Ngati Apa.[367]

Gilling dealt briefly with the Te Ahuaturanga transaction, noting that Ngati Raukawa agreed to hand the block to Rangitane, and that Nepia Taratoa apparently eagerly supported its sale. That support, Gilling suggested, 'was consistent with his belief that only those with specific rights in any area should be making a decision about its sale …'[368] He noted the delays in completing the sale arising out of Te Hirawanu's demand for survey and a price per acre (rather than a lump sum): the demand for a survey Searancke was not prepared to concede lest that it 'would involve my making him acquainted with the quantity.'[369] Te Hirawanu was a rangatira of Ngati Mutuahi and the senior rangatira of Rangitane.[370] The resulting stalemate lasted for several years. Gilling went on to claim that Rangitane voluntarily gifted a portion of the £12,000 payment to Ngati Raukawa.[371] Gilling also dealt with Buller, noting his claim to have acted as an 'honest broker' and as keeper of the best interests of Maori.

Luiten offered a brief account of the Te Awahou transaction, noting the accusation of 'deceit' levelled by Searancke at Nepia Taratoa, that is, his opposition to the transaction.[372] She also noted the Crown's acquisition of the Te Awahou reserves in

[365] Victoria Fallas, 'Rangitikei/Manawatu block,' (commissioned research report, Wellington: Waitangi Tribunal, 1993,) p.8. For a description of the purchase, see pp.8-12.
[366] Merran Lambeth, 'Ture, manawahenua, me tino rangatiratanga: Rangitane and the Crown,' BA Hons Research Exercise, Massey University, 1994, p.7.
[367] Petersen, *Palmerston North*, p.40.
[368] Gilling, '"A land of fighting and trouble,"' p.56.
[369] Anderson and Pickens, *Wellington district*, p.57.
[370] See Searancke to McLean 27 September 1858, AJHR 1861, C1, p.280.
[371] Gilling, '"A land of fighting and trouble,"' p.57.
[372] Luiten, 'Whanganui ki Porirua,' pp.29-31.

1864, including the 280-acre Kawaroa (part of Paretao reserve), the 440-acre balance of Te Paretao, and the 1,243-acre Haumiora block.[373] Anderson and Pickens offered a more detailed account in which they noted in particular the divergent views of Ihakara Tukumaru, who 'saw land sales, settlement, and cooperation with the Government as the best course of action and spoke of Te Awahou's alienation as but the first step in the sale of the lower Manawatu lands,' and Nepia Taratoa with his determined opposition to such a course.[374]

Gilling also dealt briefly with the Te Awahou purchase, noting that it was Ihakara Tukumaru who, during the 1850s, led Ngati Ngarongo and Ngati Takihiku into land selling. While the negotiations were with Ngati Raukawa alone, the transaction served to open 'significant divisions' among Maori, not least since Ihakara regarded the sale of Te Awahou as the first step in the sale of the lower Manawatu lands.[375] It was Nepia Taratoa who led the 'Kingite opposition' to the sale, although he never challenged Ihakara's right to alienate the land. Therein, suggested Gilling (relying in part on Grindell's 1858 observations) lay Ngati Raukawa's difficulty, namely, that it constituted a number of discrete hapu rather than a unified iwi. The fact that land was held in common by hapu rather than by the iwi as a whole afforded the Crown the opportunity to negotiate for particular blocks.[376] On the other hand, it remained the Crown's preference to avoid purchasing in relatively small blocks, partly on account of the cost involved and partly of the difficulties a piecemeal approach seemed to generate. Gilling also dealt with the payment of £50 each to Kawana Hunia and Te Keepa Rangihiwinui as gifts, citing Searancke to the effect that payments were made under the mana of Ngati Raukawa. 'Had they demanded,' observed Searancke, 'under their own mana no money would have been given to them.'[377] Gilling thus suggested that the reason gifts were made remained obscure.[378]

[373] Luiten, 'Whanganui ki Porirua,' pp.37-38.
[374] Anderson and Pickens, *Wellington district,* pp.80-81.
[375] Citing Anderson and Pickens, *Wellington district*, p.80.
[376] Gilling, '"A land of fighting and trouble,"' p 54.
[377] Gilling, '"A land of fighting and trouble,"' p.54, citing Buick, *Old Manawatu*, p.156.
[378] Gilling, '"A land of fighting and trouble,"' p.55.

The Crown and the advance of the pastoral frontier

For most west coast Maori the harbingers of Pakeha colonisation were not the representatives of the Crown but whalers, missionaries, flax merchants, timber millers, and squatters. Of particular importance was the advance of the 'pastoral frontier' into the Porirua ki Manawatu Inquiry District, largely in response to the burgeoning markets of gold-rush Victoria.[379] That advance would eventually lie at the heart of a dispute that developed between Ngati Apa and Ngati Raukawa over the distribution of pastoral rents. In turn that dispute would come to constitute the official reason for the Crown's intervention in what were known as the 'Manawatu lands' and thus set in train one of the most bitterly contested of the Crown's nineteenth century land purchases.[380]

The squatters introduced the concept of leasing, a mode of alienation that alerted Maori to the difference between selling and leasing land, to the fact that their ancestral lands had a monetary value, and to the fact that those lands represented a store of wealth that could be converted into a medium of exchange. But 'squatters' were viewed with suspicion by the Crown, as obstacles to 'systematic settlement,' promoting a form of land tenure at variance with what was considered, in the interests of social and political stability and economic growth, to be the ideal. Further, it was expected that wherever and whenever possible they would seek to convert their temporary grazing rights into outright ownership and so impede the desired closer settlement. The difficulty for the Crown was that in the 1840s and 1850s especially the pastoral industry, based on the extensive use of large tracts of lands and minimal investment, offered the best prospects for economic expansion and growth and thus revenue in a labour-scarce but land-abundant economy.

[379] For an accounts of that expansion in Wellington Province, see R.D. Hill, 'Waiarapa 1843-1853: the land and the squatter,' *Proceedings of the Third New Zealand Geography Conference*, Palmerston North, 1961, pp.93-101; and R.D. Hill, 'Pastoralism in the Waiarapa, 1844-1853,' in R.F. Watters, editor, *Land and society in New Zealand.* Wellington: Reed, 1965, pp.25-49.

[380] The following two paragraphs draw principally on T.J. Hearn, 'South Canterbury: some aspects of the historical gography of agriculture, 1851-1901,' MA Thesis, University of Otago, 1971, especially Chapter 1; O'Malley, 'The Ahuriri purchase;' Loveridge, '"An object of the first importance;"' and John Weaver, 'Frontiers into assets: the social construction of property in New Zealand, 1840-1865,' *Journal of imperial and commonwealth history* 27, 3, September 1999, pp.17-54.

A desire to exclude the 'squatter' thus emerged, at least ostensibly, as key driver of the Crown's purchasing programme. In a colony endowed with extensive resources in the form of land but constrained by a scarcity of capital, land-intensive pastoralism quickly developed as its economic mainstay, but 'squatting' was, in the eyes of the Crown, incompatible with 'colonisation.' Its spread would imperil, in its view, it ability to maintain a 'land fund' out of which public works, immigrations, and various public services could be financed. The Land Claims Ordinance of 1841 thus declared null and void all purchases and leases of land from Maori. While the Colonial Office instructed Hobson to have such leases declared invalid, no immediate action was taken. Five years later, the Colony's Attorney General declared that leasing 'struck at once at the root of all regular and systematic colonisation,' and hence that it was essential that the disposal of the colony's lands should be controlled by the government. The Native Land Purchase Ordinance of 1846 restated the Crown's right of pre-emption and rendered illegal the private selling and leasing of land by Maori. The measure excited considerable settler opposition, partly on the grounds, ironically perhaps, that it infringed the right of Maori to exercise their full rights of ownership. McLean, who was certain that private leasing by Maori to runholders would render acquisition more difficult than it might otherwise have been, was, in September 1850, appointed a resident magistrate thereby affording him the power to evict squatters. [381]
In August 1849 Lieutenant-Governor Eyre noted that unless more restrictive measures were enacted 'the government must give up all idea of acquiring any of the districts in which squatters are located and must allow the native owners to make what arrangements they please with regard to the lands claimed by them.'[382] By that time, pastoralists in search of land had made their appearance on the west coast. Patterson recorded that within a period of about 15 years 'isolated pastoral cantonments were the characteristic units of settlement in the southern North Island out-districts …' Those 'units' were established in pockets of fern and grassland. He divided the period from 1840 to 1855 into three phases, the second, embracing the years from 1844 to 1850, being named the 'Illegal leaseholds' sub-phase. During that phase the illegal occupation of the Wairarapa in particular proceeded apace, while the pastoral frontier

[381] McLean, Diary, McLean Papers ATL MS-1222.
[382] See O'Malley, 'The Ahuriri purchase,' p.95. In 1854 and 1857 McLean raised concerns over the implications of leasing from Maori for the Crown's purchasing plans. See, McLean to Colonial Secretary, New Munster 6 February 1854, AJHR 1861, C1, p.264; and McLean, Memorandum 28 March 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.

advanced more slowly up the west coast. The narrow flat strip north of Paekakariki was the first area occupied, followed by the lands around Lake Horowhenua and subsequently by the leasing of several large runs on the swathe of fern and scrublands that stretched from the Manawatu River northwards to beyond Hawera. Pastoralists negotiated terms with the Maori owners, the outcome being, according to Patterson, a 'system that worked tolerably well.'[383] The first leases involving the lands between the Manawatu and Rangitikei Rivers appear to have been negotiated during the 1840s.[384] It is not at all clear that Maori were aware that the Crown's claim of a pre-emptive right of purchase had been stretched to cover forms of alienation other than sale. On the other hand, the leasing of the Rangitikei and Manawatu lands indicated that Maori and pastoralists were able to arrive at mutually acceptable leasing arrangements and to resolve peaceably and effectively such disputes as arose.

The 'Manawatu question'

In July 1849 McLean was reminded by Lieutenant-Governor Eyre of the importance that the New Munster Government attached to 'the adjustment of the Manawatu question, with as little delay as practicable.'[385] A stronger directive was issued a few months later, in October 1849.[386] Behind that directive lay, in part, a concern that private leases would discourage land selling and raise the cost to the Crown of such land as Maori might sell, that the Maori owners would act capriciously in their desire for material gain, and that runholders would face demands from those possessing neither claim to nor right in the land concerned.[387] Maori were certainly more disposed to lease than to sell land. In 1847 Richard Beamish noted, in a record of a

[383] Brad Patterson, 'Laagers in the wilderness: the origins of pastoralism in the southern North Island districts, 1840-1855,' *Stout Centre Review* April 1991, pp.3-14. See p.8.
[384] For an account of the post 1870 growth of pastoralism in the Manawatu, see Catherine Knight, 'Creating a pastoral world through fire: the case of the Manawatu, 1870-1910,' *Journal of New Zealand Studies* NS 16, 2013, pp.100-122.
[385] Colonial Secretary, New Munster to McLean 10 July 1849, AJHR 1861, C1, p.254.
[386] Domett to McLean 2 October 1849, MS Papers 32(3), 49/835. Cited in Luiten, 'Whanganui ki Porirua,' p.21.
[387] The spread of illegal leasing was of abiding concern to the Crown. See, for example, Rutherford, *Sir George Grey*, especially pp.182-185 and 190-191; and O'Malley, 'The Ahuriri purchase,' especially pp.94-97.

journey from Wellington to the Manawatu, that Maori from an early date preferred to lease rather than sell.[388]

McLean predicted that purchase of the Manawatu lands was 'likely to prove … a tedious operation and one from the conflicting interests of the several tribes concerned that must be handled with delicacy and caution … it is impossible to foresee how much time may be expended in conducting an amicable and peaceable arrangement for the acquisition of that desirable district.'[389] Some time, he suggested, would elapse before Te Rangihaeata and other rangatira would be prepared to consider further sales. When pressed again, he informed Eyre that it would be unwise to try to acquire land in the Manawatu so soon after the Rangitikei purchase. Although small areas could be secured without the acquiescence of the several conflicting parties, the cost of occupying 'such precious and debateable ground' might be many times the cost of purchase. Such considerations made him 'weigh carefully and examine every step that I take in negotiating for land with such a vengeful and easily excited race.'[390] McLean was fully aware, too, of missionary opposition to land sales and their influence with Maori.

In the months that followed the Rangitikei-Turakina transaction, tensions between Ngati Apa and Ngati Raukawa appear to have risen as Ngati Raukawa's opposition to any further sale strengthened. Uncertainty over the inland boundary of the Rangitikei-Turakina purchase was also a potent source of tension.[391] Ngati Apa had made it clear to McLean that Otara on the Rangitikei River marked the extent of their lands, although McLean at the time (1849) recorded that it was occupied by a 'migrative band of Taupo natives whose claims or rights to reside there is [*sic*] disputed by the Ngati Apa who also object to their receiving any payment for land to which they have

[388] See, for example, Richard Beamish, 'Journal of an excursion from Wellington to Manawatu,' *Notes on New Zealand: being extracts of letters etc from the settlers in the colony affording general and useful information for intending emigrants.* London: Stewart & Murray, 184?, No 2, September 1849, p.23.
[389] McLean to Eyre 25 October 1849, McLean Papers, ATL MS Papers 32(3).
[390] McLean, Diary 25 October 1849, McLean Papers, ATL MS 1285. Cited in Fargher, *The best man who ever served the Crown?* p.80.
[391] Armstrong offers a full discussion of the negotiations over the inland boundary. See Armstrong, '"A sure and certain possession."' See also Paranihi Te Tau's account in Native Land Court, Otaki Minute Book 1C, pp.237-238.

not a hereditary or legitimate right.'[392] The presence of Ngati Waewae at Otara marked Te Heu Heu's determination to halt settler expansion and land sales. Indeed, in December 1848 Iwikau, Te Heu Heu's brother, had advised McLean not to buy land in the Rangitikei district.[393] McLean sought to define the inland boundary, through gifts to Te Rangihaeata (then at the Ngati Raukawa settlement of Maramaihoea on the Rangitikei River), and by including Nepia Taratoa and Ihakara Tukumaru with other Whanganui and Ngati Tuwharetoa rangatira in the task of defining the inland boundary. Agreement was reached early in September 1850, the boundary being located at Te Houhou.[394]

Such tensions notwithstanding, McLean turned his attention to the 'Manawatu question.' In June 1849, he recorded, in the draft of a letter to Eyre, that the chiefs of Manawatu had admitted that they were in debt for goods supplied by the New Zealand Company and would need to pay in land. That, he suggested, he would attempt to utilise, although he noted that pressing Maori to sell would lead non-sellers to frustrate and prolong his efforts: if Maori wished to sell, he concluded, they would approach him once they had reached agreement among themselves.[395] In July 1849 he advised Lieutenant Governor Eyre that:

> I find it will be necessary from the jealousy still existing among the natives respecting their lands to proceed with great caution in the Manawatu question. I am now where opportunity offers quietly pursuing some inquiries on this subject and find that allowing some time to elapse before agitating the question immediately after the Rangitikei will be considerably in my favor [*sic*] and probably … the natives to make overtures to the Government instead of pressing the matter to them as they will never regard a forced bargain as binding. If I find that the arrangements there cannot be satisfactorily carried on I would propose letting them stand …[396]

In September 1850 McLean was at Te Pohui, 'a small settlement on the south bank of the Rangitikei inhabited by different tribes, chiefly Ngatiraukawas and Ngatipehis.' He visited 'Parimatta' where his attention was drawn to the graves of Paora's people

[392] McLean Papers, ATL MS-Copy-Micro-0535-033. Cited in Armstrong, '"A sure and certain possession,"' p.157.
[393] McLean, Diary 11 March 1848, ATL, McLean Papers MS 1285. Cited in Fargher, *The best man who ever served the Crown?* pp.74-75.
[394] McLean to Colonial Secretary of New Munster 4 November 1850, AJHR 1861, C1, pp.255-256.
[395] McLean to Eyre [Draft] 5 June 1849, McLean Papers, ATL QMS-1210.
[396] McLean to Eyre 6 July 1849, McLean Papers, ATL QMS-1210.

and from which Ngati Raukawa 'will probably remove the bones of their dead.' On 12 September 1850, at Parewanui, he discussed the 'sale of Manawatu' with Ngati Apa, and few days later met the 'Te Awahou natives, who seem under some anxiety respecting the stability of their claims to the Manawatu.' He met 'Watanui' at Best's and the former appears to have advised him that 'A few of the Chiefs here would willingly come forward to sell, but they fear Rangi's opposition, and Taratoa's, together with the decided tone of the Otaki natives, against them, who are even stronger in their opposition than the former chiefs.' Despite what appears to have been the emergence of some divisions with Ngati Raukawa, McLean recorded that 'To push this question beyond a natural course would be highly imprudent, as it might greatly disturb the peace of the country. That this tribe will soon see the propriety of selling I do not doubt …'[397] That conclusion did not deter him from consulting others of Ngati Raukawa. On 20 September 1850 he met Rahua Ngapaki of Ngati Hiri, recording that:

> … the Chief … favours the sale of Manawatu … but does not wish to disclose his sentiments, from a fear of offending Rangihaeata, Taratoa, and other Chiefs. If one had the courage and determination to come forward openly, and sell, the rest would follow like a flock of sheep. Several conceal their sentiments about the land. Others feel distracted so much about it, that they would gladly see it sold, although they profess differently.[398]

Rahua Ngapaki, he noted, had 'threatened to abandon the Manawatu, sell it, and return to Waikato.'[399] Plainly, the continuing pressure on the part of the Crown was generating or at least exposing fissures within Ngati Raukawa. McLean recorded that 'the Ngatiraukawas are a proud, jealous, superstitious, high-minded race, easily managed when they are befriended, but when opposed, of an obstinate, unyielding character.'[400] Featherston would have done well to have heeded those observations.

McLean turned his attention south to the lands lying to the north of the Porirua block. In November 1850 he reported to New Munster's Colonial Secretary that Te Ati Awa (some sections of which had returned to Taranaki) had indicated a desire to dispose of land at Whareroa. Ngati Toa he added, claimed to be the conquerors of the district and

[397] McLean, Diary, McLean Papers ATL MS-1229.
[398] McLean, Diary, McLean Papers ATL MS-1229.
[399] McLean, Diary, McLean Papers ATL MS-1229.
[400] McLean, Diary, McLean Papers ATL MS-1229.

that while they did not dispute the right of Te Ati Awa to occupy and use the land, they strongly objected to their disposing of it to the government. The claim was the familiar one, namely, that while Ngati Toa had allocated the land among its allies, such allocation did not imply exclusive ownership on the part of the recipients. [401]

For their part, Te Ati Awa claimed that while Ngati Toa were indeed the original conquerors, in fact they had not been able to hold the land against Muaupoko and Ngati Apa 'from fear of whom and the Ngatikahununu [*sic*] they were compelled for safety to live on Kapiti Island.'[402] Te Ati Awa claimed further that the battles of Haowhenua and Kuititanga had settled finally all matters relating to the allocation of land. McLean indicated that he was anxious to establish the respective rights involved 'according to the prevailing customs of the country, so that if the land is in future required, no difficulty of disputed title may thereafter arise…'[403] A meeting held at Whareroa on 21 November 1850 failed to resolve the issue, both iwi standing firm. At McLean's suggestion, further discussion was suspended. [404] The stand-off between Te Ati Awa and Ngati Raukawa over the Waikanae lands suggests that the former was trying to re-define its relationship with the latter, while Ngati Toa was endeavouring to preserve what it regarded as the *status quo.*

In September 1853 the *New Zealand Spectator* recorded that for some time past Native Secretary Kemp had been negotiating for the purchase of 8,000 to 10,000 acres in the Waikanae district: most of those of Te Ati Awa occupying the land were apparently desirous of selling and moving back to Taranaki. Ngati Raukawa were strongly opposed to any sale and that was the issue discussed with the Governor by Rangihaeata and the 'principal chiefs of the district' together with some 300 Maori at Otaki on 13 and 16 September. Agreement could not be reached and negotiations were 'deferred.' Nepia Taratoa and 'a large body of Manawatu natives' also met the Governor at Otaki, but the substance of any discussions appears not to have been recorded. On the other hand it was recorded that those Ngati Raukawa with claims to

[401] McLean to Colonial Secretary, New Munster 26 November 1850, AJHR 1861, C1, p.258. Few records relating to the Crown's efforts to acquire the Whareroa and Wainui blocks were located.
[402] McLean to Colonial Secretary, New Munster 26 November 1850, AJHR 1861, C1, p.258.
[403] McLean to Colonial Secretary, New Munster 26 November 1850, AJHR 1861, C1, p.258.
[404] McLean to Colonial Secretary, New Munster 26 November 1850, AJHR 1861, C1, p.258.

the Waikanae district had agreed to refer them to McLean as arbitrator.[405] Whether any such arbitration took place is unclear.

A 'permanent reserve' for Ngati Raukawa?

Following his unsuccessful efforts in 1850 to acquire Whareroa, McLean redirected his efforts very largely towards the Wairarapa and Ahuriri districts.[406] In January 1852 he returned to the Manawatu to negotiate over some small blocks of land on behalf of settlers who believed that the New Zealand Company had made a valid purchase. Six months later he reported that Ngati Raukawa, Ngati Toa, Ngati Te Upokoiri, Ngati Apa, and Muaupoko had met to discuss the matter of land sales but had not reached any conclusions. Details of that meeting were not located. According to McLean, he discussed with each iwi the best means of settling its claims. As Ngati Raukawa was a numerous and powerful conquering tribe, he observed, they required a considerable extent of land but their claims to a large portion of that land were disputed by the Ngati Apa, Rangitane, and Ngati Kahungunu. The acquisition of the lands lying to the north of the Manawatu River was, he noted, of great importance to the settlers and stockholders, while observing that it would form a valuable addition to the Rangitikei-Turakina block and connect purchases on the East Coast with lands on the west. Given the number of claimants involved, he advised, efforts to acquire the land would have to proceed cautiously.[407] It appears to have been February 1853 before McLean again referred to the Manawatu when he reported on the purchase of land at Ohau for the purposes of a ferry. Ngati Raukawa was prepared to gift the land required to the Crown but not to sell lest further sales should follow.[408]

One other matter connected with the Manawatu question and to which McLean devoted some attention was a proposal that certain land should be constituted as a 'permanent reserve' for Ngati Raukawa. In October 1850, he attended a hui involving

[405] Untitled, *New Zealand Spectator and Cook's Strait Guardian* 21 September 1853, p.3, and 24 September 1853, p.3.
[406] See Waitangi Tribunal, *The Wairarapa ki Tararua Report.* 3 vols (Wellington: Legislation Direct, 2010). See Volume 1, *The people and the land.* Chapter 3A.
[407] McLean to Civil Secretary, Wellington 12 July 1852, ANZ Wellington ACIH 16057 MA24/8/16.
[408] McLean to Civil Secretary, Wellington 26 February 1853, ANZ Wellington ACIH 16057 MA 24/8/16.

Ngati Apa and Ngati Raukawa and recorded, in apparent reference to the Rangitikei-Manawatu lands, that Ngati Apa had agreed to allow Nepia Taratoa 'to resume the chieftainship for a time of the place in dispute.' He appears not to have elaborated further, but he did record that Ngati Raukawa would eventually appreciate that the land would provide greater benefit if it were sold to the Crown than retained as a source of trouble. [409]

The missionary Richard Taylor was present at that hui and claimed credit for the agreement apparently reached between the two iwi. [410] Taylor recorded that during some bitter exchanges, Nepia Taratoa 'claimed sovereignty over … [Ngati Apa] as a conquered people who fled on his first coming to Rangitikei … and did not dare to come back and reside on the land again until he had given them permission to do so.' Taylor claimed that he had proposed that Ngati Apa should acknowledge Nepia Taratoa's rights, and that the latter should 'restore' to Ngati Apa the land 'to hold under him.'[411] The terms employed by Taylor implied that Ngati Apa had previously lost full possession of the lands in question and that any occupation had been on sufferance (much as earlier observers already claimed). They also harked back to the agreement that Ngati Raukawa claimed to have reached with McLean over the Rangitikei-Turakina sale, and suggested that Ngati Raukawa was continuing to pursue a strategy intended to deter both Ngati Apa and the Crown from entering into negotiations for sale and purchase.

Those October 1850 discussions appear to have been part of a protracted effort by iwi to negotiate some sort of mutually acceptable arrangement regarding the future disposition of the Rangitikei-Manawatu lands. In July 1852 a further hui, on this occasion involving Ngati Apa, Ngati Te Upokoiri, Ngati Raukawa, Ngati Toa, Rangitane, and Muaupoko, was held to discuss 'the sale of land at Manawatu.' McLean arrived after it had concluded but reported that 'the tribes were not

[409] McLean Papers, ATL MS-Copy-Micro-0664-004. Cited in Armstrong, '"A sure and certain possession,"' p.181.
[410] Richard Taylor arrived at Putiki Wharanui in the Whanganui district in 1843. Owens recorded that that he 'was to become both evangelist and keeper of the peace among Maori tribes and between settler and Maori, maintaining his influence by "constantly marching round the limits of my district."' See See J.M.R. Owens, 'Taylor, Richard,' *Dictionary of New Zealand biography*, *Te Ara – the Encyclopaedia of New Zealand*, updated 30 October 2012.
[411] Taylor Papers, ATL QMS-1991. Cited in Armstrong, '"A sure and certain possession,"' p.182.

sufficiently confident of each other's friendship or disposition respecting the land to enter into any discussion on the subject of their claims so that the meeting dispersed without coming to any particular result.'[412] McLean used the opportunity to canvass with each iwi 'the best means of facilitating an adjustment of the various conflicting native claims to the Manawatu …' From discussions with Nepia, Ihakara, Hirawanu Kaimokopuna, Ropata Wairiki and others, he reported to the Civil Secretary:

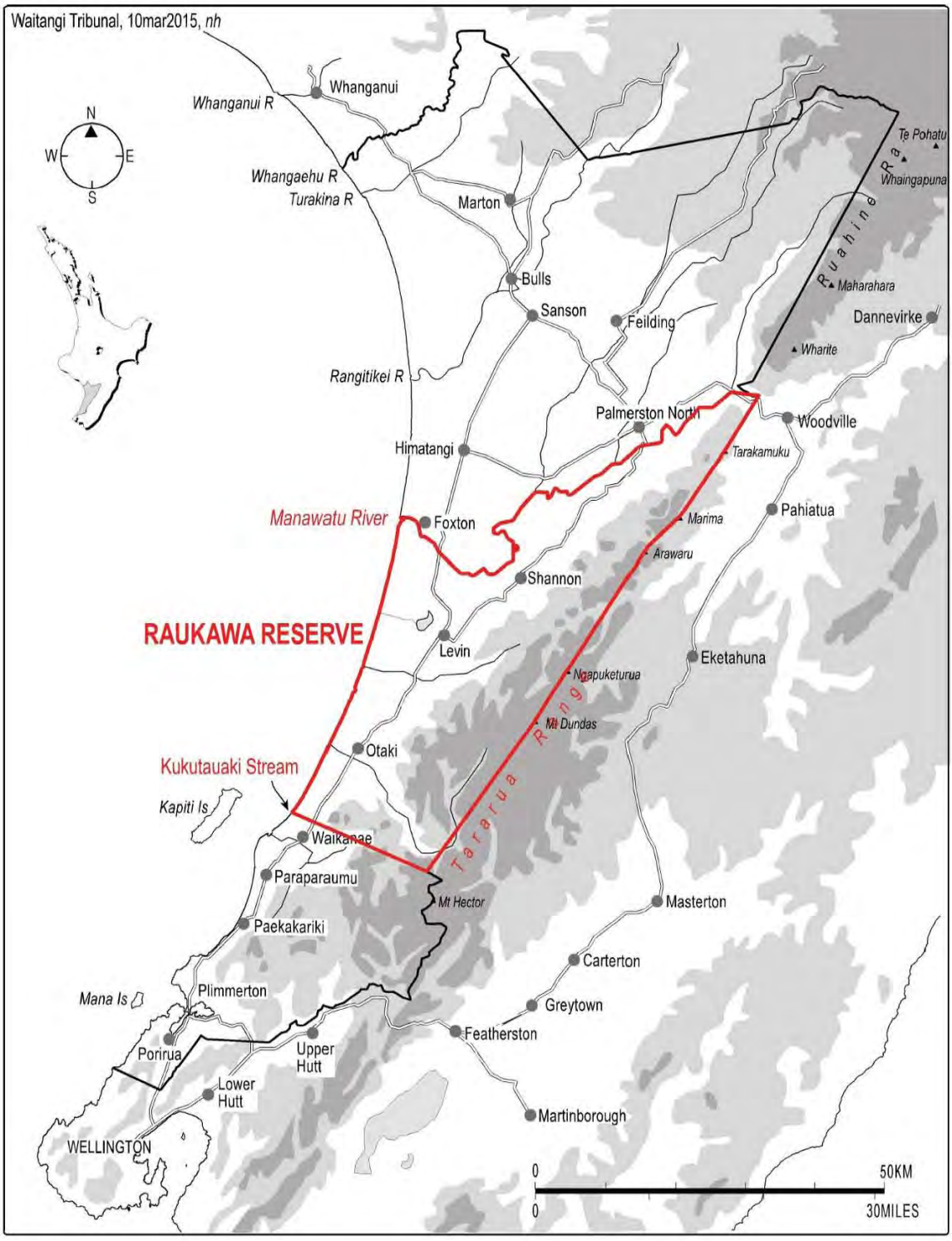
> That as the Ngatiraukawa were a numerous powerful conquering tribe, requiring a considerable extent of country, and that as their claims to a great portion of the country they occupied was [*sic*] disputed by the original Ngati Apa Rangitane and Ngatikahungunu tribes, that it was advisable that their rights and those of the original claimants should be defined as follows.
>
> 1st. That the Ngatiraukawa should possess all the land from the left or south bank of the Manawatu to the Kukutauaki Stream between Otaki and Waikanae as a permanent reserve for themselves excepting the right in favour of the Government having public roads and fences, besides all the land they actually occupy in the north or right bank of the Manawatu giving up to the Rangitikei tribe from a stream that strikes inland from the beach at a kahikatea bush named Omarupapako about two miles north of Manawatu and that the Rangitane tribe should have a boundary struck off from the right bank of the Manawatu at or near Puketotara, and that the whole of the interior of the country on the right bank of the river from thence to Hawke's Bay should be at the disposal of the Rangitane the Ngati Apa and the Ngati Te Upokoiri whose claims join with and intersect those of Hapuku at Ahuriri and who in connection with that influential chief are anxious to dispose of all the lands they do not require for their own use to the Government. The acquisition of the north bank of the Manawatu is an object of great importance to the country settlers and Wellington stockholders, it would form a valuable continuation of the Rangitikei purchase and what is still more important it would be the means of connecting the East and West Coast[s] … I trust if the above proposals in which many of the chiefs concur should meet with His Excellency's approbation that I may in the course of some months have further opportunities of carrying them into effect which however will require considerable caution in carrying out …[413]

McLean advised the Civil Secretary that tribes from outside the region were 'flocking for the purposes of trade with the Europeans to the unpurchased parts of the

[412] McLean to Civil Secretary 10 July 1852, ANZ Wellington ACIH 16057 MA24/8/16. *Supporting Documents*, pp.107-191.
[413] McLean to Civil Secretary 10 July 1852, ANZ Wellington ACIH 16057 MA24/8/16. *Supporting Documents*, pp.107-191. It should be noted that Rangitane had a presence in both the Ahuriri and Wairarapa districts. The Crowns efforts to acquire the Wairarapa lands are dealt with in Waitangi Tribunal, *The Wairarapa ki Tararua Report, 2010*. 3 vols. (Wellington: Legislation Direct, 2010), Chapters 3A and 4.

Rangitikei and Manawatu districts,' in all likelihood accounting, in part, for the desire of the resident iwi to settle their rival claims and that of the Crown to acquire the lands.[414] Grey noted that McLean was to be informed that he was 'very anxious to see carried out' the arrangements described.[415] In brief, it appeared that the Crown was prepared at least to discuss the iwi's claims for a very large and permanent reserve. Whether they also suggested that the other iwi, among whom Muaupoko did not explicitly feature, had assented to the proposed arrangement is far less clear. By defining the core of the lands that the iwi claimed to have conquered and to possess and occupy, Ngati Raukawa again revealed something of the strategy that it was endeavouring to implement, that is, to consent to the originally resident iwi the right to dispose of such of their ancestral lands that lay outside the proposed reserve. The dicussions concerning Ngati Raukawa's proposal for a permanent reserve appear not to have proceeded very far. It seems unlikely that the Crown would have agreed finally to setting apart as a permanent reserve a very large area of land widely regarded as eminently settled for settlement purposes and indeed it soon turned its attention to the acquisition of Te Ahuturanga. Map 3.1 sets out the reserve as sought by Ngati Raukawa. The selection of the Manawatu River as the northern boundary implied that the iwi was apparently prepared to relinquish claims to the Rangitikei/Manawatu lands: whether that proposal had the support of all hapu, especially those residing to the north of the Manawatu River, is unclear.

[414] McLean to Civil Secretary 10 July 1852, ANZ Wellington ACIH 16057 MA24/8/16. *Supporting Documents,* pp.107-191.
[415] Note by Grey, 29 July 1852, 'NA CS1/2 1852/886,' Armstrong *Documents,* p.994.



Map 3.1. Ngati Raukawa's 1852 proposal for a permanent reserve

The 'Upper Manawatu' Block or Te Ahuaturanga

The Crown's desire to acquire the Manawatu lands remained undiminished although the likely difficulties were well recognised. In March 1857, Cooper suggested the owners of the Wairarapa's Forty Mile Bush (the acquisition of which was clearly a priority) would not be disposed to sell 'whilst their desire to dispose of their claims on the West Coast remain unsatisfied by the Government.' He thus proposed that some payments should be made 'as a preliminary step in the negociation [*sic*] for the Bush.' He went to add that:

> I am quite aware that until the opposition of Ngati Raukawa to the sale of the coastal districts is withdrawn or overcome that no final purchase of lands can be made there. But under all the circumstances I trust His Excellency the Governor will see the propriety of expending a moderate sum to satisfy the Manawatu Natives, more especially as the discussions to which such a payment would give rise might possibly lead to the sale by Ngatiraukawa of their claims by conquest; and thus the acquisition of the valuable and important districts lying between the Manawatu and Rangitikei rivers might be facilitated, while all obstacles in the way of acquiring the Forty Mile Bush would be removed.[416]

The Wellington Provincial Government was pressed to urge the General Government to purchase 'agricultural districts,' notably the Manawatu, and the lands through which roads were required to 'connect the extremities of the Province.'[417] The *Wellington Independent,* widely regarded as the government's organ, demanded rapid progress. In September 1857 it attacked what it termed 'The miserable system of Donald McLeanism … that of entrusting all the purchases to one man, and letting him take his own time to make them, and chose his own districts for purchase …' The journal decried what it claimed was his near two-year absence from the Province until his 'sudden' and brief reappearance in the Ahuriri, and his 'violation' of a 'pledge' given in the House of Representatives that Superintendents would be consulted on

[416] Cooper to McLean 29 March 1857, AJHR 1862, C1, p.332. The connections touched upon by Cooper were not further explored for the purposes of this report. G.S. Cooper entered the New Zealand Civil Service in 1841 as a junior clerk in the Colonial Secretary's office. In 1852 he was appointed as a land purchase agent, in 1861 as Resident Magistrate at Waipukurau, in 1868 as Under-Secretary of the Native Department. In 1869 he was also made Under-Secretary of Defence, and in 1870 Under-Secretary for the Colony. He died in 1898. See 'Obituary. Mr G.S. Cooper,' *Press* 17 August 1898, p.3.
[417] ''The Colonial Treasurer – and the Land Purchase Department,' *Wellington Independent* 2 September 1857, p.2.

Native land purchases. 'We want **our** [emphasis added] lands bought – the natives want to sell them to us.'[418]

Early in January 1858, William Searancke, having been appointed for Wellington a commissioner in the Native Land Purchase Department, arrived in the province apparently charged with 'ascertaining the feeling of the Wairarapa and West Coast Natives, and otherwise preparing the way for Mr McLean.'[419] McLean spent some weeks in the Manawatu during the first months of 1858, but in April the *Wellington Independent* reported that 'The Manawatu has not been purchased and Mr McLean thinks it probable it may take three years to do so.'[420] That same month, April 1858, the Chief Land Purchase Commissioner issued instructions to the effect that the price to be paid for new lands would be, for pastoral districts, 4d to 8d per acre, and for agricultural districts from 9d to 18d per acre according to quality and position. 'Of course,' he noted, 'I need not say that economy on this head is highly essential. I do not expect that the land at Manawatu or Waikanae can be acquired on the above terms, but as negotiations for those places progress, the Government will be able to form an opinion as to the terms on which land in the district can be acquired.'[421]

According to Parakaia Te Pouepa, Te Hirawanu approached Nepia over the sale of 'a large tract down to Tawhitikuri. Hirawanu said he had 'mana' over all that – he was head chief of Rangitane.'[422] Having been told that 'It rests with Ngatiraukawa,' Te Hirawanu travelled to Auckland to offer the land to McLean and to seek payment.[423] McLean, he reported, declined the offer.[424] That offer led to the negotiations over the block. On 23 June 1858 James Grindell (a Native Land Purchase Department

[418] 'The Colonial Treasurer – and the Land Purchase Department,' *Wellington Independent* 2 September 1857, p.2.
[419] 'The Land Purchase Department,' *Wellington Independent* 27 January 1858, p.3. Searancke's biographer noted that he undertook negotiations for major purchases in the Wairarapa, Manawatu and Horowhenua districts and became 'notorious for making secret deals and breaking promises.' See Maclean, 'Searancke, William Nicholas.' Less well known, perhaps, is that in 1860 he was charged by the Government with incompetency. In his defence he prepared a lengthy statement for Weld, then Minister for Native Affairs. While he employed much of the material that appeared subsequently in the AJHR 1861, C1, in that statement he offered some additional comments on his activities. They are employed in this discussion.
[420] Untitled, *Wellington Independent* 21 April 1858, p.5.
[421] Chief Commissioner, Instructions, 19 April 1858. Cited in Searancke to C.W. Richmond 30 November 1858, AJHR 1861, C1, p.284.
[422] Native Land Court, Otaki Minute Book 1C, pp.247-248.
[423] Native Land Court, Otaki Minute Book 1C, pp.243-244.
[424] Native Land Court, Otaki Minute Book 1C, p.248.

interpreter and directed by Searancke to investigate the disposition of Maori with respect to the sale of the Manawatu lands) found some opposition to the proposed sale of the 'Ngaawapurua' block (on the eastern side of the Ruahine Range). Hoani Meihana Te Rangiotu and other Rangitane, he recorded, had accepted an advance of £100 from Commissioner Searancke 'in direct opposition to the expressed desire of the people resident on the land.'[425] On the other hand, Te Hirawanu was prepared to sell lands on the western side of the Ruahine Range and indeed was not prepared to sell lands to the east (specifically the Seventy Mile Bush) until all the lands on the west side had been sold. That stance reflected Te Hirawanu's concern that the lands on the west side of the Tararua Range, 'being nearest to the Ngatiraukawa, were the most likely to be disputed and claimed by them.'[426] That he expected Ngati Raukawa to lay a claim to the land did not imply any acknowledgement on his part. From Raukawa, Grindell and Te Hirawanu and his people travelled down the Oroua River to Puketotara on 30 June. Grindell took the opportunity to write to Ngati Apa – but not apparently Ngati Raukawa – to inform the iwi that matters affecting their interests were about to be discussed and that they should attend the planned meeting.[427]

That meeting, at Puketotara on 2 July 1858, discussed both 'the Ngaawapurua question' and the Pohangina block.[428] The meeting was attended by Ngati Apa, Rangitane, and Ngati Te Upokoriri, but not Ngati Raukawa. Grindell advised those assembled, given that 'they were all related together,' to '"speak with one voice,"' suggesting that any disunity would render them vulnerable to 'attacks of the Ngatiraukawas from whom much opposition was to be expected, and that there would thus be much less chance of coming to an amicable understanding with that tribe.'[429] Such a united front would also serve the Crown's interests. After discussions that extended over several days, those assembled agreed to sell both the Pohangina Block

[425] Journal of James Grindell, AJHR 1861, C1, p.277. Hoani Meihana Te Rangiotu Te Rangiotu was of Ngati Rangitepaia of Rangitane. Durie recorded that he had converted to Christianity by 1840 and for 50 years served as a Christian teacher among the Ngati Apa, Ngati Kauwhata, and Rangitane peoples and sought the peaceful resolution of differences among them. According to Durie, he 'took a middle course as a participant in land sales, and did not always have full tribal support. On the one hand, he successfully resisted the sale of several large blocks, but, on the other, he was also involved in negotiations with government for the sale of other blocks on both sides of the Tararuas.' See Mason Durie, 'Te Rangiotu, Hoani Meihana Te Rangiotu,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[426] Journal of James Grindell, AJHR 1861, C1, p.277.
[427] Journal of James Grindell, AJHR 1861, C1, p.277.
[428] Ngawaapurua was at the Wairarapa end of Seventy Mile Bush.
[429] Journal of James Grindell, AJHR 1861, C1, p.277.

and a corresponding block on the south, in all an estimated 150,000 acres, but that 'No definite understanding' had been arrived at in respect of another block, namely Ngaawapurua. Grindell recorded that boundaries and reserves were fixed and an area of land allotted to Ngati Te Upokoiri. He recorded that he had been unable to secure the Oroua River as the western boundary since 'the Ngatiraukawa have claims east of that river.'[430] Having suggested to Rangitane the possibility of strong opposition on the part of Ngati Raukawa, Grindell then recorded that he was:

> … not inclined to think that any serious obstacles will be raised by them – nothing but what may be got over by judicious management. They are less likely to make any strenuous opposition, as they are divided amongst themselves on the land question, and they know, or will shortly know, that a message has arrived from the Whanganui tribes, encouraging them [presumably Rangitane] to persevere in the sale of their lands.[431]

Grindell made his way to Te Awahou and Otaki and indeed found Ngati Raukawa divided over the matter of selling. Nepia Taratoa led those opposed to sale although, Grindell recorded, '… I believe his opposition to be mearly [*sic*] a matter of form – merely an assertion of his authority – an upholding of his dignity, which will die away with the jealousy that occasioned it.' But he also noted that to the non-sellers, Te Hirawanu's apparent desire to act 'independently' of them was 'a piece of assumption.' At the same time, he was informed by many of the Ngati Raukawa rangatira, who regarded Te Hirawanu as one of their party, that they 'had gone over to the land selling side, and that the land would eventually be sold, that it was impossible to resist the "Kawanatanga."' Grindell concluded that:

> If they [Ngati Raukawa] were all united, Te Hirawanu might meet with more opposition: as it is, I have little doubt that the purchase of the land offered by him would lead to the acquirement of all the lands in the hands of the Ngatiraukawas. The advocates of land selling in that tribe (and they are numerous) would look upon such an event as a signal for a general action and their opponents, considering further opposition useless, would confine their attention to those tracts to which their claims were undisputed.[432]

Grindell went on to observe that:

[430] Journal of James Grindell, AJHR 1861, C1, pp.277-278.
[431] Journal of James Grindell, AJHR 1861, C1, p.277.
[432] Journal of James Grindell, AJHR 1861, C1, p.278.

> When the Ngatiraukawas first established themselves in the country, each division of the tribe claimed and took formal possession of certain tracts, as their share of the conquest, of which they forthwith became the sole proprietors and which they ever afterwards retained possession; but now, when the idea of selling the land is gaining ground amongst them, the opponents of such step insist, for the first time, assert that the country is common property, and that no portion of it can be sold without the consent of all. The feeling, however, in favour of selling is spreading rapidly, and the ranks of the sellers are daily augmented by deserters from the non-sellers. Yet there is so much jealousy existing among the Chiefs as to preclude the idea of these conflicting claims being ever so thoroughly harmonized as to admit of the sale of the country without tedious disputes and quarrels amongst the Natives.
>
> Most of the Chiefs and influential men wish to sell the particular districts which fell to their share after the conquest, but the purchase of the country in such small pieces would not only materially increase the cost, but give rise to numerous irreconcileable [*sic*] conflicts.[433]

Grindell favoured a single purchase and a single payment, while those with claims would be left to arrange distribution of the purchase monies.[434] Considerations of the latter kind lay, in part, behind the drive of the Wellington Provincial Government to have the Manawatu land excluded from the operation of the Native Lands Acts of 1862 and 1865 and Featherston's drive to acquire the Rangitikei-Manawatu block in its entirety.

With respect to Te Ahuaturanga, Grindell recorded that Nepia, in particular, had assured him that:

> … he would not oppose their [Rangitane's] desire. He has since declared his intention of selling the whole country between Manawatu and Rangitikei, including a portion of Te Hirawanu's block … he does not object to Te Hirawanu's receiving the money – he is merely ambitious of the name and anxious to prove his right to sell the whole country.[435]

That 'ambition' would prove to be a key element of the strategy that Featherston would employ in his quest to acquire the lands lying between the Rangitikei and Manawatu Rivers.

[433] Journal of James Grindell, AJHR 1861, C1, p.278
[434] Journal of James Grindell, AJHR 1861, C1, p.278.
[435] Journal of James Grindell, AJHR 1861, C1, p.279.

Evidence presented during the Himatangi hearing of 1868 indicated that Ngati Raukawa considered the sale as proposed by Te Hirawanu and assented to by Rangitane. Some 40 rangatira and other 'principal men' of Ngati Raukawa accompanied Searancke to meet Ngati Kauwhata and Ngati Te Hiihi to discuss Rangitane's desire to sell. According to Parakaia Te Pouepa, the reason for the meeting at Puketotara was the 'tono' or request of Rangitane for consent to the proposed sale. The matter, he recorded, was 'not settled on account of the opposition of Ngati Kauwhata.' It was then that he, together with Nepia and Aperahama Te Huruhuru, suggested that a block bounded by the Oroua should be sold jointly by Ngati Kauwhata, Rangitane, and Ngati Te Hiihi. Neither Ngati Kauwhata nor Ngati Te Hiihi would accept that proposal. The meeting eventually agreed that those sections of Ngati Raukawa headed by Ihakara Tukumaru, Aperahama Te Huruhuru, Nepia Taratoa, and Wi Pukapuka should advise Te Hirawanu that they were prepared to accept a limited alienation, declaring 'To whenua! Hei tua mau, hei tahu mau, hei ko mau, hei hau hake mau.' He added that Ngati Raukawa informed Te Hirawanu that it had 'agreed to give you your land.' [436]

On Te Hirawanu declining to accept Ngati Raukawa's invitation to meet at Puketotara, a meeting took place at Raukawa in late August 1858. The meeting involved 'Ngatiraukawa, Ngatitehihi, Ngatiwaratere [*sic*], Te Upokoriri [*sic*], Ngatiapa, Ngatimotuahi [*sic*], and Rangitane.' The first three iwi, Searancke recorded, 'formally returned' the whole of the upper Manawatu to Te Hirawanu and 'fully consented' to its sale to the Crown. Nepia, he recorded, was now anxious that the sale should be completed at once.[437] Further, he reported that Nepia Taratoa had assured him that as soon as Te Hirawanu's land (Te Ahuaturanga) had been sold 'he would be quite prepared to commence the negotiation for the sale of the whole of the outer part; that he was anxious to see the land question in this district settled; and that no opposition would be made by him.' Searancke thus proposed paying 'an instalment' on both Te Ahuaturanga and 'the outer part of Manawatu' (by which was meant, it is

[436] Native Land Court, Otaki Minute Book 1C, pp.244-245.
[437] Searancke to McLean 27 September 1858, AJHR 1861, C1, p.280. During the Himatangi hearing of 1868, Rakapo Kahoko (Ngati Toa and Ngati Raukawa) testified that he heard Tamihana Te Rauparaha assert that 'Ngatiraukawa were a foolish tribe to return their land to their slaves.' He 'whakahe'd the return of Te Ahu o Turanga – he whakahe'd the return of Rangitikei to Ngatiapa.' See Native Land Court, Otaki Minute Book 1D, p.416.

presumed, what became the Rangitikei-Manawatu block).[438] Two months later, in November 1858, Searancke reported that 'negotiations in the Manawatu district are now progressing,' and sought further instructions.[439] Hoani Meihana Te Rangiotu supported that narrative, although he noted that 'Some of the old men of Ngati Kauhata [*sic*] … were angry at the fixing of the boundary – and called a meeting at Te Awahuri, where, after considerable discussion the boundary was fixed. According to Hoani Meihana Te Rangiotu, in his evidence in the 1868 Himatangi hearing, Nepia Taratoa then said:

> Kia ora tatou: kua oti pai te hokau a Te Hirawanu. Nepia said 'That piece is yours, and this piece is 'kia au' meaning Ngatiraukawa – Nepia said, 'If the fire is kindled on any other portion, 'Ka tineia mo to hoko tenei' – Hirawanu replied to Nepia – 'If anyone proposes to sell beyond I shall be a claimant' Nepia said, 'You have got your piece, do what you please with it.' It was then settled that the land should be sold.[440]

After inspecting the purchase block, Searancke arrived at Te Awahou on 17 September to find 'a large party' of Ngati Kahungunu from the Wairarapa visiting and 'agitating the principle of a general combination of all the Tribes in this District to partake equally in the money arising from the sale of any lands, and for other purposes.'[441] A month later, Searancke had returned with the first instalment of the purchase money only to find that Te Hirawanu had changed his mind on account, it appeared, of the many claimants to the purchase monies.[442] He also suggested that Rangitane, having 'been again put in full possession of the land of their forefathers,' were more disposed to take their time and 'strive to obtain a price and enunciate a new principle in the sale of land which will give them importance, and place them in a favourable contrast with the Tribes who have sold land to the government.'[443]

Other difficulties emerged, notably over the matter of boundaries, prices, and relative interests. Rangitane, aware of the potential value of the block it wished to sell, was plainly keen to establish its exact area and upon that basis set a price per acre. While agreement was eventually reached over the matter of boundaries, that of price

[438] Searancke to McLean 27 September 1858, AJHR 1861, C1, p.281.
[439] Searancke to Minister for Native Affairs 30 November 1858, AJHR 1861, C1, p.284.
[440] Native Land Court, Otaki Minute Book 1C, p.246-247.
[441] Searancke to McLean 27 September 1858, AJHR 1861, C1, p.280.
[442] Searancke to McLean 12 November 1858, AJHR 1861, C1, p.282.
[443] Searancke to McLean 12 November 1858, AJHR 1861, C1, p.282.

remained contentious.[444] For his part Searancke insisted that the price should not exceed an average of 9d per acre.[445] In fact, Searancke was directed to offer not more than 6d per acre. In October 1858 he again met Te Hirawanu, the latter again making it clear that he would not sell 'except by the acre.' Should the land 'be sold in the dark,' he added, then he would require a greatly advanced price: according to Searancke, he mentioned a price 'too ridiculous to report.' A Crown offer of £5,000 (payable by instalments) elicited a demand for a survey of the block: that demand was rejected by Searancke. He advised McLean that he could not consent 'as that … would involve my making him acquainted with the quantity.'[446] Searancke terminated the discussions and subsequently advised McLean that:

> The number of different tribes interested in the sale of this Block, and their all having made over their claims to Te Hirawanu in order that the land may be sold without any confusion or difficulty, has had …the effect of making him fearful of selling it for a sum of money that, though a fair price and large, would appear but small when divided among so many; irrespective of this reason, the isolated position and ignorance of these Tribes, but seldom brought into contact with Europeans, or even with their more civilised brethren on the coast; and who, through accidental circumstances, have again been put in full possession of the land of their forefathers, having bit a slight knowledge of the value of money, makes them more anxious to conduct the sale of their own land slowly, and attended with all their own Maori custom, and strive to obtain a price and enunciate a new principle in the sale of land which will give them importance, and place them in a favourable contrast with the Tribes who have sold land to the government.[447]

Searancke's protestations notwithstanding, it seems that Rangitane's approach to the sale was more considered than he was prepared to allow. Unfortunately he did not enlarge upon his reference to 'accidental circumstances.' In Wellington, frustration over what was regarded as slow progress saw the *Wellington Independent,* in January 1859, attack the 'Land Purchasing Department' for its alleged inactivity, attributing the delay and the failure to employ the £45,000 set apart for Wellington out of the £500,000 loan secured by the General Government to the 'centralising policy' pursued by the latter. McLean's return to Wellington in April 1859 gave rise to

[444] The debate over boundaries was set out before the Native Land Court. See Native Land Court, Otaki Minute Book 1C, pp.249-258
[445] Searancke to McLean 27 September 1858, AJHR 1861, C1, pp.280-281.
[446] Searancke to McLean 1 November 1858, McLean Papers, ATL MS 32 (565) 17. Cited in Anderson and Pickens, *Wellington district,* p.77.
[447] Searancke to McLean 12 November 1858, AJHR 1861, C1, p.282. The letter carries the date of 12 November 1855: it is presumed that that was an error.

renewed hope that purchasing would resume, especially of the Manawatu for which he had initiated 'preliminary negotiations' during his visit 12 months earlier. [448]

In November 1859 Searancke offered Te Hirawanu £6,000 for the block.[449] The offer was rejected. The matter remained in abeyance, Searancke noting, in August 1861, that the transaction would remain unsettled 'until the aboriginal owners become much more moderate in their demands.'[450] That Te Hirawanu had demanded a high price per acre, Searancke attributed to Ngati Raukawa, noting that prior to the latter waiving any claim on the block, Te Hirawanu had been keen to sell.[451] Searancke appears to have implied that Ngati Raukawa was attempting to thwart the purchase by pressuring Te Hirawanu to demand a price that the Crown could be expected to reject.

Negotiations were further delayed by the wars of the early 1860s and it was not until 1864 that Featherston, with Buller's assistance (now resident magistrate in the Manawatu), resumed efforts to acquire the land. In fact, it appears that Buller had initially been instructed by Native Minister Dillon Bell to negotiate for lands in the Manawatu, a direction over which Featherston, according to Mantell (Native Minister December 1864 to July 1865), had evidently expressed 'astonishment and anger.' Featherston was concerned, Mantell claimed, over the implications for 'a Magistrate's judicial efficiency,' concerns that Mantell shared. Indeed, Mantell found it difficult to accept that Bell 'would have complicated my relations with the Natives so far as to have secretly entrusted such dangerous negotiations to one of the least discreet officers of his department.'[452] That was an astonishing observation given the role that Buller would play in the Rangitikei-Manawatu negotiations and the close relationship that Featherston and Buller would forge. Mantell was not the only one to criticise Buller for conflating the roles of judicial officer and land purchase agent. Parakaia Te Pouepa, who would emerge as one of Featherston's most determined opponents, complained to the Government that Buller's 'plans as a magistrate are full of confusion and altogether wrong … His great fault is that he runs to and fro urging

[448] 'Land purchases,' *Wellington Independent* 19 January 1859, p.2; and 'Land purchases,' *Wellington Independent* 5 March 1859, p.3.
[449] Searancke to McLean 21 February 1860, AJHR 1861, C1, p.289.
[450] AJHR 1861, C1, p.295.
[451] Searancke to McLean 6 August 1861, AJHR 1861, C1, p.293.
[452] AJHR 1865, E2B, p.8.

foolish natives to sell their lands, and frightening them into offering their lands to him … This is why all the people are grieved.[453]

In September 1865, as details of the Te Ahuaturanga purchase began to emerge, Buller tried portray his role in the purchase as having been impartial, claiming that 'not being in any sense bound to beat the Natives down as to price, I was able to take an independent position, and to act as much on behalf of the Natives … as on behalf of the Government – a position which the Natives seemed fully to understand and appreciate.' He thus considered Featherston's original offer of £6,000 too low and the sellers' demand for some £150,000 as 'ridiculously high,' and claimed to have suggested to the sellers a price of £12,000, the maximum sum that, coincidentally, Featherston had been prepared to pay. He denied all knowledge of Featherston's price.[454]

The Deed of Cession in respect of Te Ahuaturanga was dated 23 July 1864 and was signed, at Manawatu 18 August 1864 by Featherston, while Te Hirawanu and Hoani Meihana signed a receipt for the purchase monies.[455] The Deed recited the boundaries of the block, the south-western boundary of the sale block having been moved eastwards so as to exclude what became the Aorangi or Oroua block. It nominated the sellers as 143 members of Rangitane, Ngati Kauwhata, and Ngai Tumokai (a hapu with links to Ngati Apa, Ngati Hauiti, and Rangitane), and the price as £12,000, significantly in advance of the Government's original offer. Te Hirawanu and Hoani Meihana Te Rangiotu undertook to 'apportion and distribute among the sellers the said purchase money.' After the sale had been concluded, Parakaia Te Pouepa confirmed that 'some money' passed to Ngati Raukawa and that, in fact, a dispute had arisen over the division of the proceeds. He also acknowledged that some among Ngati Raukawa had participated in the sale, as did some of those of Ngati Kauwhata married to Rangitane women.[456] The Deed did not specify any reserves but eight, with an aggregate area of 2,700 acres, were marked upon the plan that accompanied the

[453] Parakaia and others to Government 14 December 1864, ANZ Wellington ACIH 16195 WP3/16 1864/969. Cited in Galbreath, *Walter Buller*, p.57. Galbreath noted that, in October 1866, Hemara Ahitara and others forwarded sinilar complaints to Grey. Buller's appointment as Whanganui's resident magistrate was subsequently suspended while he acted as an assistant land purchase commissioner to Featherston.
[454] Buller to Native Minister 27 September 1865, AJHR 1865, E2B, pp.9-10.
[455] Turton, *Deeds*, pp.177-179.
[456] Native Land Court, Otaki Minute Book 1C, pp.248-249.

deed. On this occasion, payment was made in one lump sum: Featherston later suggested that mode of payment 'tended very materially to hasten the conversion' of those who opposed the Rangitikei-Manawatu sale.[457] The acquisition of the block at what the *Wellington Independent* described as 'the merely nominal price of $11^{1/2}$d per acre would, it predicted, 'probably lead to some other extensive purchases.'[458]

Te Ahuaturanga: narratives in conflict

It was noted above that according to Searancke, Te Ahuaturanga was 'formally restored' to Rangitane. He did not elaborate on any conditions that might have attached to that restoration, but Ngati Raukawa subsequently claimed to have reached an agreement with Rangitane similar to that it claimed to have reached with Ngati Apa. In 1867, Rawiri Te Whanui claimed that Ngati Raukawa would not permit the sale of Ahuaturanga, 'they alone having authority over all the land – Rangitikei, Oroua, Manawatu, Ahuaturanga, as far as Otaki.' Subsequently, 'out of love for Hirawanu,' Ngati Raukawa returned the land to Rangitane. 'It was done quietly; at the same time they told him that he must give up all claim to this other side. To this Hirawanu agreed. When the land was sold no money was paid to Ngatiraukawa.' He went on to claim that 'all that Ngati Raukawa cared for was to retain a portion of the land …' Matene Te Whiwhi also claimed that Te Ahuaturanga was quietly handed over by Ngatiraukawa to Hirawanu …'[459] The decision to 'restore' the land was thus represented as part of an arrangement under which Ngati Raukawa agreed to the sale of the block and not to claim any of the purchase monies in return for recognition of its exclusive claims to the lands lying to the south of Te Ahuaturanga.

Testimony relating to the sale of Te Ahuaturanga was presented during the Himatangi hearing in 1868. According to Samuel Williams, the block had been the subject of a 'warm' discussion at Otaki 'about 1847.'

> Ngatiraukawa had constantly asserted a claim as far as the range called Te Ahu o Turanga. At the meeting … there had been warm discussions for 2 days

[457] Featherston to Colonial Secretary, nd. AJHR 1865, E2, p.3.
[458] 'The West Coast,' *Wellington Independent* 7 June 1864, p.2.
[459] Rawiri Te Whanui 20 June 1867, and Matene Te Whiwhi, in Williams, *The Manawatu purchase completed*, pp.11-12.

> – Hirawanu and some of people – Hirawanu was expressing his determination to sell – I heard a Ngatiraukawa say 'You build houses for Pakehas we will burn them and see who gets tired first.' I addressed Te Hirawanu as if I were Ngati Mutuahi and told him we had better go back to the other side and there listen to what was passing on this side – that as soon as we heard that there was talk of selling we would then turn our faces and hold out our hands for a share of payment – I turned to Ngatiraukawa and asked what they would reply – Ngatiraukawa all said 'Ae' – turned to Hirawanu and asked him what he had to say. He said 'kei akoe te whakaaro' – understood that he assented to what I said … I advised Ngatiraukawa to withdraw their opposition to the sale of a large block lying useless to them … If I heard that that the land had been sold by Rangitane without Ngati Raukawa getting any of the money – I should say Ngati Raukawa was generous and followed Whatanui, first preacher of peace.[460]

The essence was clear: Ngati Raukawa claimed mana over the land while Rangitane would be satisfied to share in any payment in the event that the land was sold. Other Ngati Raukawa witnesses insisted that Rangitane had required Ngati Raukawa's and in particular Nepia's consent to the proposed sale of Te Ahuaturanga. Parakaia Te Pouepa claimed that McLean had instructed Hirawanu to secure Nepia's consent before dealing with the Crown. He also cited a meeting in May 1858 at Te Horo at which Tamihana Te Rauparaha had asked Searancke 'to give the money for Te Ahu o Turanga that Ngati Raukawa may have the just proceeds – Matene [Te Whiwhi] followed same …' Further, he suggested that that Ngatiraukawa went to Raukawa 'to formally give up the land – boundary to be at Oroua …'[461]

Wi Tamihana Te Neke (Te Ati Awa) testified that Ngati Raukawa finally consented to the sale of Te Ahuaturanga in the face of Te Hirawanu's dogged determination: '… Rangitane sold the land of their ancestors – the persistence of Rangitane ended in the Ngatiraukawa assent.'[462] In general, the Ngati Raukawa witnesses argued that they had allowed the sale to proceed so that a clear limit on Rangitane claims in the larger area might be established. It was Hoani Meihana Te Rangiotu who raised the same issue that had emerged during the Rangitikei-Turakina transaction, whether the Rangitikei River represented a tribal boundary or merely the southern boundary of that particular sale block. In the case of Te Ahuaturanga, he indicated that he did not know 'whether the boundary agreed on was fixed as a tribal boundary or a boundary

[460] Native Land Court, Otaki Minute Book 1C, pp.250-251.
[461] Native Land Court, Otaki Minute Book 1C, pp.244-245.
[462] Native Land Court, Otaki MB 1D, p.423.

of sale,' and that 'nothing was said about Rangitane claims to the strip between the boundary of the block and Oroua.'[463]

For Rangitane, Te Peeti Te Aweawe offered a different account.[464] He insisted that, following the Battle of Haowhenua (in which the iwi had fought with Ngati Raukawa against Te Ati Awa), Ngati Raukawa were 'whati a tu i konei i Otaki,' that he had 'called' Ngati Raukawa and that:

> Ngati Raukawa saw the chiefs of Rangitane were 'ora' – they made friends – Rangitane chiefs were living in their own 'mana' – Te Whetu and Te Whata had 'mana' over the land pointed out to them by my 'matua … – but not all Ngatiraukawa.[465]

It followed that Rangitane had not required Ngati Raukawa's consent to the sale of Te Ahuaturanga. According to Peeti Te Aweawe:

> Te Hirawanu sold Te Ahu o Turanga. I fixed the boundaries. At the first I and my tribe were not willing to sell all that – did not approve of sale by Hirawanu – When Ngati Raukawa saw that I had assented they came also – The assent of Ngati Raukawa was not required … for the 'mana' was with Rangitane and Hirawanu. Ngatiraukawa had no right. The man who had a right was Tapa Te Whata he is Ngati Kauhata [*sic*].[466]

Karaitiana Takamoana also testified. Of Ngati Te Whatu-i-apiti and Ngati Kahungunu, he also links through his father, Tini-ki-runga, with Rangitane. It was through those links that he involved in the negotiations for the sale of both Forty Mile Bush and Seventy Mile Bush.[467] He testified that Te Ahuturanga belonged to Rangitane and Ngati Te Upokoiri, although the latter had ceded its rights to Rangitane, and that he did not:

---

[463] Native Land Court, Otaki Minute Book 1C, p.247.
[464] Durie recorded that **a**bout 1858 Rangitane comprised five hapu, including Ngati Hineaute, led by Te Peeti Te Aweawe. The latter was 'particularly incensed' by the attitudes of the newly arrived Ngati Raukawa and Ngati Kauwhata over land once owned by his own hapu of Ngati Hineaute and Ngati Tamawahine. He indicated that in 1863, together with Ngati Apa, he lodged a claim to 240,000 acres of the Rangitikei-Manawatu block, and that in 1865 he played a major role in selling the 250,000-acre Ahu-a-Turanga block. See Mason Durie, 'Te Aweawe, Te Peeti,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[465] Native Land Court, Otaki Minute Book 1D, pp.494-495.
[466] Native Land Court, Otaki Minute Book 1D, p.498.
[467] Angela Ballara, 'Takamoana, Karaitiana,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

> … know of the land of Rangitane and Ngati Te Upokoiri being restored at sale of Te Ahu o Turanga. I commenced sale of Te Ahu o Turanga block … leaving Hirawanu to go on – left him as my agent – heard that Hirawanu urged the sale and never ceased to urge sale – did not know that the Governor said Ngati Raukawa must first assent and then it will be right – I did not hear that Ngatiraukawa settled the boundaries of Te Ahu o Turanga – did not hear that it was Ngatiraukawa who consented and enabled Hirawanu to sell.[468]

On the one hand, Ngati Raukawa claimed mana over the land, that the sale had proceeded only with its consent, and that it declined to share in the purchase monies, all in return for recognition of its exclusive claims to the ownership of Manawatu-Kukutauaki. Conversely, Rangitane claimed ownership, that it had not therefore required the consent of Ngati Raukawa and that, despite some early misgivings, to have pressed for the sale of the block. At the same time, the Te Ahuaturanga transaction revealed the complex and intricate inter-iwi and inter-hapu links.

Te Awahou, Whareroa, and Wainui purchases

As negotiations proceeded in respect of Te Ahuturanga, Searancke set out to initiate or complete other purchases. In April 1858, a deposit of £140 was paid to chiefs of both Ngati Toa and Te Ati Awa for a block with an estimated area of 60,000 acres, later increased to some 95,000 acres as the northern boundary was set at Kukutauaki. In May 1858 Searancke advised McLean that the block had 'numerous conflicting claimants.'[469] In July he noted that the owners were demanding extensive reserves, that is, some 6,000 acres, and that such reserves should be surveyed and conveyed to them before the sale was concluded.[470] Early in August he reported that he had consented to a reserve of some 2,500 acres together with (it appears) three other small reserves, at Ninapoko, Waikanae, and Mataihuka. A demand for an additional 1,500 acres he referred to McLean to resolve. Searancke recorded that the northern boundary of the block had been extended to the Kukutauaki Stream so as to take in all

[468] Native Land Court, Otaki Minute Book 1D, p.417. See also 'The Manawatu purchase,' *Wellington Independent* 7 April 1868, p.6. McEwen noted that Te Hirawanu was appointed by the owners as their agent. See McEwen, *Rangitane*, p.147.
[469] Searancke to McLean 31 May 1858, AJHR 1861, C1, p.274. For Searancke, see Sally Maclean, 'Searancke, William Nicholas,' *Dictionary of New Zealand biography. Te Ara – the ecyclopaedia of New Zealand*, updated 30 October 2012.
[470] Searancke to McLean 26 July 1858, McLean Papers, ATL MS 32 (565) 12. Cited in Anderson and Pickens, *The Wellington district*, p.79.

of the lands claimed by Te Ati Awa. Although originally proposing a price of not more than 6d per acre, Searancke reported that he had agreed to the sum of £3,200. The latter was in addition to the £140 already paid 'and the settlement of the claims of the Muaupoko and Ngatikahungunu tribes,' thus giving a rate per acre of just over 9d. per acre. He did not specify the nature of the settlement reached with the latter two iwi, although the deed carried a note naming a block called 'Muaupoko.' [471] The Government rejected the price, instead proposing 6d per acre. On that basis, in September 1858, McLean directed Searancke to reopen discussions and in November the latter reported that he had acquired from Ngati Toa 34,000 acres for £800. Two small reserves were set aside, 200 acres at Wharemauku and 50 acres at Whareroa, together with a claim made by a European for his part-Maori children. Other portions of the blocks could be acquired, he reported, for 7d per acre.[472] The balance of the land remained with Te Ati Awa.

The Te Awahou purchase, completed initially in November 1858 and finally in May 1859, offered some insights into the fissures that emerged within Ngati Raukawa as the Crown pushed forward with its purchasing programme. In December 1855, Searancke informed McLean that he had made in respect of the Awahou block, an advance of £50, being the second payment and made to Ngati Apa 'by desire of Ihakara,' the payments 'to be deducted from the gross amount agreed upon.'[473] In his evidence to the Native Land Court presented on 17 March 1868, Parakaia Te Pouepa attested that the Ngati Raukawa rangatira at first objected to Ihakara's desire to sell land, inducing the latter to proceed independently, but that when Ihakara sought payment for the land he offered, McLean advised 'Let the sellers and the non-sellers come to some agreement first.'[474] The *Evening Post* recorded Parakaia Te Pouepa as saying that McLean, at Te Awahou:

> … divided the sellers from the non-sellers; all the sellers said give us the money, but he said wait until the subject has been discussed, I do not wish my money to be given for land which may be disputed afterwards; Nepia would

[471] Searancke to McLean 6 August 1858, AJHR 1861, C1, p.279.
[472] Searancke to McLean 27 November 1858, AJHR 1861, C1, pp.283-284.
[473] Searancke to McLean 30 December 1855, AJHR 1861, C1, p.285.
[474] Native Land Court, Otaki Minute Book 1C, pp.258.

> not assent; Mr McLean then went back to Auckland; afterwards we discussed the matter and wrote to Mr McLean who came again …[475]

Some 15 months appear to have elapsed before negotiations over the proposed sale were resumed when Searancke met Ihakara at Te Awahou in March 1858: the opposition offered by Nepia Taratoa was sufficiently strong that, although Searancke considered that Ihakara had a right to sell the land in question, he deemed it advisable to postpone discussion.[476]

In July 1858, Grindell noted that Nepia Taratoa was opposed but expected to 'come over to the land selling side, as he is aware that public [tribal] opinion is becoming too strong to be resisted.'[477] In fact, Nepia Taratoa appears to have been more concerned that sale would generate dissension within Ngati Raukawa as a whole and hence was anxious to forestall any precipitate action. Moreover, he faced some opposition within his own hapu. Grindell suggested that the matter of price would not prove difficult 'as the Natives consider the settlement of Europeans amongst them a matter of much more importance than the money they would receive for the land. This also appears to be the feeling of the Rangitane and Hirawanu's people.'[478] Ihakara, with what appears to have been growing support, remained anxious to sell. Nepia Taratoa attended a further meeting at Te Awahou in November 1858 but did not participate in the discussion: once it seemed clear that Ihakara and the Crown would reach an agreement, Nepia Taratoa restated his opposition to the sale of any land over which he had a claim.[479]

Samuel Williams also offered evidence dealing with the sale of the Te Awahou, attesting that he had participated in the discussions and found 'two distinct parties … sellers and non-sellers – both parties were excited – never saw Ngati Raukawa so much excited – neither party would meet or speak to the other …'[480] At McLean's request, he recorded, he consulted both parties: on finding that most of the owners wished to sell, he advised the non-sellers to withdraw their opposition only to be

[475] 'Native Land Court, Otaki,' *Evening Post* 23 March 1868, p.2.
[476] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.283.
[477] Journal of James Grindell, AJHR 1861, C1, p.278.
[478] Journal of James Grindell, AJHR 1861, C1, p.278.
[479] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.p.283-284.
[480] Native Land Court, Otaki Minute Book 1C, p.267.

informed that they objected not just to the sale of the land but to Ihakara's decision to strengthen his party of sellers by including non-owners. They also objected strongly, he noted, to Ihakara's claim about 'his plank,' something that they regarded as 'a malicious act towards the tribe and feared evil consequences would result from the sale.'[481] Williams's testimony suggests that Ihakara's decision to sell the lands he claimed had aroused the opposition and indeed anger of Ngati Raukawa as a whole: Ngati Raukawa, he indicated, 'laid great stress on the right of the tribe to prevent any small tribe [hapu?] from selling.' After considerable discussion, the non-sellers agreed to allow the sale to proceed provided that they were not called upon to signify their assent. Williams testified that the delay in payment arose out of the advice he tendered McLean and Searancke. He advised Ihakara, he recalled, 'to allow the dying man to die quietly, don't smother or bury him alive – Natives understood that I wished them to wait for the opposition to die out …'[482]

Notwithstanding that advice, Taratoa marked out those parts of the proposed sale block he and his supporters claimed, in all about one third of the block.[483] That action prompted Ihakara to demand that the sale should be concluded, while Searancke claimed to have to informed Taratoa that:

> I clearly explained to Nepia his present position, how utterly impossible it was for him to resist the general wish of the Natives to sell their waste lands, a wish daily gaining strength; that in the case of Ihakara's sale his conduct would have the effect of creating a distrust in the minds of the Natives generally towards him, and also that if any further difficulty took place that I should look to him as the secret author of it, and also that I should feel it my duty to make the Government aware of his conduct in the matter, and that it was my intention at once to purchase the Block.[484]

Searancke decided to persist with the negotiations. At a meeting at Te Awahou on 11 November 1858 a price of £2,500 for the estimated 37,000 acres, and payable by way of instalments, was agreed. Nepia Taratoa, 'notwithstanding all his promises made to me and the Natives,' complained Searancke, 'was not prepared to accept the sale of

[481] Native Land Court, Otaki Minute Book 1C, p.267.
[482] Native Land Court, Otaki Minute Book 1C, p.268.
[483] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.283.
[484] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.283.

any lands over which he had a claim.'[485] Searancke noted that he paid over immediately a 'large' first instalment of £400 and predicted that 'the result will be that many now wavering between selling and holding the land will consider that any further opposition to the sale of the Manawatu district will be useless.' He went on to observe that 'Taking into consideration the number of years, and the many difficulties that the Manawatu question has been involved in, I have taken a step which I firmly believe will lead to its solution at an early period …'[486] The deed, completed on 12 November 1858 for what Turton described as 'Awa Hou No 1 Block,' was signed by Ihakara Tukumaru and 66 others (including Henare Te Herekau but not Nepia Taratoa).[487] The matter of reserves was deferred.

It appears to have been at that meeting of 11 November that, according to Parakaia Te Pouepa, once the boundary had been adjusted to exclude land that he and Nepia Taratoa claimed, the latter 'stood up and extended his arms and said "My son, Ihakara! – you have your desire, eat your portion."' He also indicated that Ihakara gave some of the purchase money to Ngati Toa, Ngati Apa, and Muaupoko. By selling Te Awahou, Parakaia Te Pouepa added, Ihakara was left without land on the north side of the Manawatu River.[488] The *Evening Post* added more detail: in its report, Parakaia Te Pouepa, on McLean's return visit to Te Awahou, attested that:

> … when the boundaries were fixed we again assembled; Nepia stood up and spread his arms to the south, saying – "My son Ihakara, if it is your desire to give your piece to the Queen, eat your portion;" he did the same towards the east and north, meaning that Rangitane and Ngatiapa had received theirs [Te Ahuaturanga and Rangitikei-Turakina]; it was symbolical of a barrier raised between Ngatiraukawa sellers and non-sellers; the money was afterwards paid.[489]

Ihakara Tukumaru (who appeared for the Crown during the Himatangi hearing and who appeared on 18 March, the day after Parakaia had given his evidence) insisted that he alone sold Te Awahou. 'I was at the head of the sellers and Nepia at the head

[485] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.283.
[486] Searancke to McLean 15 November 1858, AJHR 1861, C1, p.283.
[487] Turton, *Deeds*, pp.173-174.
[488] See Native Land Court, Otaki Minute Book 1C, pp.258-262.
[489] 'Native Land Court, Otaki,' *Evening Post* 23 March 1868, p.2. It should be noted that Parakaia Te Pouepa was asserting Ngati Raukawa's claim to Rangitikei-Manawatu. His evidence was confirmed by Hare Hemi Tarahape.

of the non-sellers.'[490] Interestingly, he noted that he had earlier proposed that Te Hirawanu should sell Te Awahou but that Ngati Raukawa would not agree. Much of his evidence was intended to support the Crown's case as the claims of Ngati Apa to the Rangitikei-Manawatu block. He affirmed that he had insisted, with reference to Te Awahou, that:

> I will take out my plank in order that the ship may sink – I took out my plank and the water is running in – Te Awahou was my plank … The anti-selling league is the ship I mean. It was 'atawhai' on my part to the people to have a town on Manawatu and to break up the anti-selling league.[491]

He went on to record Nepia Taratoa as saying that:

> The land in front of me is all you [Ihakara] have any concern with. The land behind my back [north of Te Awahou] is for the Ngati Raukawa, Ngati Apa, Rangitane, and Muaupoko, who are sitting at my feet.' I was alone in the sale of the Awahou block. I did not hear a word about excluding the Ngatiapa, Rangitane, and Muaupoko from the land held back from sale. I understood that the land behind Nepia's back was to be their joint possession. I was confirmed in this view by seeing Nepia take Rangitane and Ngati Apa by the hand and lead them back.[492]

Amos Burr (who also appeared for the Crown) also claimed that Nepia Taratoa had included Ngati Apa. Recalling the meeting at Te Awahou when the block was sold to McLean, Burr noted that Nepia opposed the sale:

> … and finally consented only conditionally that the rest of the land should be left to him and his people who were "under the feet" – He spoke to the principal chiefs of Ngatiraukawa – I and many others understood that he referred to Ngatiapa as his people – "ana tangata."'[493]

He subsequently testified that:

> I heard Nepia say, as the sale of Awahou block, that Ngati Raukawa should not come beyond Omarupapako (extending arms). Nepia said 'This for me and

[490] Native Land Court, Otaki Minute Book 1C, p.263.
[491] Native Land Court, Otaki Minute Book 1C, p.265.
[492] 'The Manawatu purchase,' *Wellington Independent* 16 April 1868, p.4.
[493] Native Land Court, Otaki Minute Book 1D, pp.475-476.

> my tribe and 'tangata' – meaning by 'iwi' 'Parewahawaha,' and by 'tangata,' the 'Ngatiapa.'[494]

In the *Wellington Independent*, Burr is recorded as saying that:

> I saw Nepia Taratoa stretch out his arms, to indicate the boundary, and say that the Ngatiraukawa should not encroach beyond Omarupapako. He said that the land on the other side would be for him and his hapu, and the Ngatiapa; that the Ngatiraukawa should confine their future land sales to the south side of Manawatu. All the principal chiefs of Ngatiraukawa were at that meeting.[495]

Burr recalled that Nepia Taratoa indicated, at the time of the '1st Manawatu sale,' should Rangitikei-Manawatu be sold, 'Ngatiraukawa would have no just right to payment because they had left him and Te Whata to protect whatever interest they might have …'[496]

It seems clear from that evidence that Nepia Taratoa did not specify Omarupapako as the boundary between Ngati Raukawa and Ngati Apa. Rather, his remarks make clear that sharp differences of opinion were emerging between those hapu of Ngati Raukawa located to the north of the Manawatu River and those occupying the lands to the south. They also suggest that he had in mind not merely the interests of his own people but also those of Ngati Apa. His purpose was not to define the character, extent, and scope of the respective interests of either Ngati Apa or Ngati Parewahawaha, but to make clear his disapproval of the apparent willingness of non-resident hapu of Ngati Raukawa to dispose of their interests. Nepia Taratoa was clearly convinced that the interests of those occupying the Rangitikei-Manawatu lands were being sacrificed to appease the Crown's desire for land. The tensions apparent between those hapu of Ngati Raukawa occupying land to the north of the Manawatu River and those residing to the south would appear again during the Rangitikei-Manawatu transaction.

In May 1859 Searancke returned to finalise the transaction, in particular the matter of boundaries: the northern boundary was fixed at Omarupapako, thence to Pakingahau on one side, and the sea on the other. The balance of the purchase money was paid,

[494] Native Land Court, Otaki Minute Book 1D, p.481.
[495] 'The Manawatu purchase,' *Wellington Independent* 9 April 1868, p.4.
[496] Native Land Court, Otaki Minute Book 1D, pp.480-481.

the total payment of £2,335 being somewhat less than the originally agreed price of £2,500. Turton listed the Deed as 'Awa Hou No 2 Block,' and those selling as now including Nepia Taratoa, Aperahama Te Huruhuru, Parakaia, Tamihana Te Rauparaha, Kawana Hunia, Hoani Meihana Te Rangiotu, and Matene Te Whiwhi.[497] The purchase price included £400 paid on 12 November 1858, and £50 paid to Ngati Apa on 3 December 1858. The £50 awarded to Ngati Apa was, according to Luiten, at the insistence of Ihakara.[498] O'Malley, on the other hand, suggested that Ngati Apa may have received up to £1,400 from Ngati Raukawa for what became the site of Foxton township.[499] That estimate appears to have been derived from Ihakara Kereopa's testimony before the Native Land Court in 1868 when he indicated that Ngati Apa received £500 and that Nepia Taratoa also gave an additional £900.[500]

Searancke later reported that the purchase had been 'disputed inch by inch and was only completed under considerable difficulty.'[501] That difficulty arose not from any dispute between Ngati Apa and Ngati Raukawa but between the sellers and non-sellers within Ngati Raukawa. The purchase, nevertheless, was essential: Te Awahou was, in Searancke's judgment, 'the key to the whole of the fine timbered inland country; also to the rich and fertile district situated between the Oroua and Rangitikei Rivers, known as the Whakaari plains.'[502] Towards the end of May 1859, McLean thus advised the Colonial Treasurer that the 'Lower Manawatu Block,' an estimated 35,000 acres lying on the north side of the river, had been acquired on 14 May for £2,500. Some 600 acres remained in the possession of Maori until they had accepted payment.[503] Finally, he noted that:

> It is probable that the Natives may offer an extensive tract of country between Manawatu and Otaki on a district understanding, as a condition of purchase, that ample reservation of land is to be made for them, to be in several instances secured to individuals by grants from the Crown … I may state with

[497] Turton, *Deeds*, pp.174-177.
[498] Luiten, 'Whanganui ki Porirua,' pp.29-31.
[499] O'Malley, '"A marriage of the land,"' p.40. He cited Grant Huwyler, 'Cross claims,' p.95.
[500] Native Land Court, Otaki Minute Book 1E, pp.588-589. It is difficult to reconcile that with his claim that the land had been unoccupied and that Ngati Raukawa had simply appropriated it. Further, as noted, Nepia Taratoa opposed the sale of Te Awahou although he was listed in second Deed.
[501] Searancke, Memorandum, 5 July 1861, in ANZ Wellington LE1/1861/229. Cited in Luiten, Whanganui ki Porirua,' p.30.
[502] Searancke to McLean 6 August 1861, AJHR 1861, C1, p.293.
[503] 'Small farm settlement at the Manawatu,' *Wellington Independent* 20 May 1859, p.3; and 'Wellington,' *Daily Southern Cross* 31 May 1859, p.3.

> reference to this land that it was at one time understood between the Natives the late Governor Sir G. Grey that this block should be reserved expressly for Native purposes, as their increasing stock seemed to point out the necessity for such provision being made for future requirements. The Natives, however, are now willing, as a means of putting an end to differences amongst themselves, to dispose of the whole or greater part of their District, provided that the reservations be made are guaranteed to them by the Government in perpetuity.[504]

The cost of the block he suggested would be high, not less than £10,000, but he requested the funds. This proposal appears to have marked a major shift from the understanding reached in 1852 so that 'ample' reserves, in the form of Crown grants, had replaced the earlier proposal for the reservation of the entire district nominated. Quite what lay behind that shift McLean did not say, apart, that is, from suggesting continuing dissension over ownership.

After the Te Awahou purchase

With the final completion of the Te Awahou purchase still pending, fresh criticism was directed, in January 1859, at the alleged tardiness of Native Land Purchase Department with respect to the Manawatu. The *Wellington Independent* was certain that increasing prices would soon constitute a greater difficulty in the way of purchase than all others combined.[505] In April 1859, the same journal insisted that it was imperative 'to take advantage of the present disposition on the part of the natives to sell, lest they should resolve not to sell at all.'[506] McLean returned to Wellington in April 1859 when the hope was expressed that the purchase of the Manawatu would be completed. A few weeks later, in May 1859, the *Wellington Independent* reported that 'The long pending negotiations for a block of land at the Manawatu have been completed …' and part of the land that the Superintendent had announced in 1858 would be reserved for 'small freehold purposes.'[507]

During the course of a speech in Whanganui in May 1859, Governor Browne insisted that the Government was neither 'inert' over nor 'indifferent' to the purchase of land

[504] McLean to Colonial Treasurer 25 May 1859, AJHR 1862, C1, pp.343-344.
[505] 'Land purchases,' *Wellington Independent* 19 January 1859, p.2.
[506] 'Native Affairs,' *Wellington Independent* 29 April 1859, p.3.
[507] 'Land purchases,' *Wellington Independent* 27 May 1859, p.4.

from Maori. On the contrary, he claimed, he had 'given urgent instructions to the gentlemen engaged in the Land Purchase Department to use every exertion to extinguish the Native title to land wherein its acquisition is in any way desirable.' He went on to add, in terms that would bear very directly on the Crown's conduct of the Rangitikei-Manawatu transaction, that he had held those engaged in purchasing responsible for ensuring that:

> … the title should be ascertained to be indisputable before any purchase is absolutely concluded. I have also steadily refused to listen to a suggestion frequently made, viz: that I should coerce the minority when the majority of Native owners are willing to dispose of their land to the Government. I have refused to act on this suggestion, first because I consider that to do so would be an injustice, not to say a breach faith with the Natives, and 2ndly, because I know it would be impolitic and unwise … Believing, as I do, that it is the duty of the Government to give an indisputable title to the purchase of a Crown Grant, I have been very particular on this subject and hence the difficulty of acquiring land as rapidly as we desire. I hear on all sides that the Natives are willing to sell, but that the Government will not purchase, and this has been said more particularly in reference to Coromandel in the north, and Manawatu in the Wellington Province. When however these assertions were investigated it was found that the natives who desired to sell were either in a minority of the proprietors or possessed (as is too often the case) a doubtful or defective title.[508]

Searancke did manage to complete the purchase of the Wainui block. In July 1859 he reported that he had completed the purchase of the estimated 30,000 acres for £850 (a first payment of £50 having been made on 20 April 1858). The land, he reported, was valuable on account of its proximity to Wellington and given that the road from Wellington to Whanganui traversed it. Reserves were set apart at Wainui township (135 acres), Whareroa settlement (17 acres), Paekakariki cultivations (280 acres), To Rongo o te Wera (160 acres), and Te Ruka (60 acres), while gifts of 6.5 and 2.5 acres were made to John Nicol and Henry Flugent, the Pakeha husbands of Maori women. The reserves, noted Searancke, 'appear to be large, but when the number of Natives resident within the boundaries is taken into consideration they could not in justice be made smaller.'[509] The Deed was dated 9 June 1859 and was signed by Searancke and 98 vendors.[510]

---

[508] 'Land purchases,' *Wellington Independent* 27 May 1859, p.4.
[509] Searancke to McLean 6 July 1859, AJHR 1861, C1, pp.285-286. Considerable uncertainty persisted for some time over exactly what land the Crown had purchased, a matter not settled until 1873.
[510] Turton, *Deeds*, pp.129-131.

In August 1859, Ngati Te Upokoriri, having elected to return to Ahuriri, offered a block of 350 acres on the south side of the Manawatu River (opposite Moutoa) to the Crown. According to Searancke, the block was located 'within the boundaries of the lands reserved as a general Native Reserve, i.e. between Otaki, on the South, and Manawatu River, on the North.' Ngati Te Upokoiri, whose right to sell the land was (reported Searancke) not in dispute, refused an offer of £50, while Searancke in turn rejected their demand for £80. Purchase, in his assessment, would allow future river control works and land drainage, 'and the getting in of the claims of this tribe, who, through removing to a distance, may give considerable trouble to any land purchasing operations in the district.' In a sign, perhaps, of ebbing confidence, he left the decision over price to McLean.[511]

In February 1860, Searancke set out for McLean some of the difficulties he had encountered in his efforts to acquire the west coast lands, noting 'the extreme jealousy of the Natives amongst themselves respecting the ownership of claims of different families,' the necessity to obtain the consent of all owners, and the need give the 'greatest publicity … to the negociation [*sic*], thereby preventing any of them making after claims, for which I say they have a peculiar aptitude.'[512] Indeed, Searancke expressed doubt whether purchase on the west coast was best pursued through efforts to acquire large blocks. In May 1860, he reported that the small block of Muhunoa/Ohau had been repeatedly offered for sale by Te Roera Hukiki and others. Searancke inspected the block for which the sum of £7,000 was sought: that proposed price was immediately rejected, although Hukiki was paid an advance of £50. For his part, Searancke declared that he had been 'anxious to have if possible, completed the purchase as it would have been the best proof at this present time that it is not our intention to take their lands as their reports go, by force without purchase.'[513] It was, in any case, clear that in the unsettled circumstances of the time the Government had decided to suspend land purchasing operations.[514] Searancke had discovered, he

[511] Searancke to McLean 24 August 1859, AJHR 1861, C1, p.287. The outcome is not clear: Turton made no refercne to this block.
[512] Searancke to McLean 21 February 1860, AJHR 1861, C1, p.288.
[513] Searancke to McLean 10 May 1860, McLean Papers, ATL MS 32 (565) 38. Cited in Anderson and Pickens, *Wellington district*, p.86.
[514] Searancke to Assistant Native Secretary 31 May 1860, AJHR 1861, C1, p.292.

claimed, that a large proportion of land purchase monies had been employed in the acquisition of firearms and in support of the Maori King.[515]

Featherson's constant criticism of the pace of land purchase in Wellington Province saw Searancke called to account for both for the smaller than expected area acquired and the higher than expected prices paid. In 1860/1861, facing charges of incompetency and inability to discharge his duties, he prepared a lengthy memorandum 'in vindication of his conduct as Land Purchase Commissioner.' He offered a detailed summary of his land purchasing efforts. Of particular interest was his reflection on the Manawtau lands, noting that:

> Much stress has been laid on the non purchase of the Manawatu District when it was practicable and the natives were willing to sell … I most emphatically deny that the natives as a body have ever been willing during the past three years to part with a single acre of their land. The Awahou purchase was disputed inch by inch and was only completed under considerable difficulty. I am well aware that individual natives have expressed their willingness to sell this land, that is to receive the payment for it, but could they give possession of an acre of it to the Crown – I deny it. It must also be borne in mind that the Manawatu is a conquered country and not inherited from their ancestors by its present occupants – all therefore have a claim notwithstanding it being portioned off for different tribes or certain individual chiefs – all equally helped to conquer it, and require to be consulted in case of its being offered for sale – add to this that the tribe from whom it was taken, now increased in numbers, lays claim to it as their property. I have on several occasions [*sic*] when on the West Coast taken every possible means to ascertain the possibility of obtaining any portion of this district (the Manawatu) by purchase and am of opinion that the natives are decidedly opposed from conflicting claims and indirect influences to a cession of any portion of it to the Crown.[516]

As the difficulties over the Crown's efforts to acquire Rangitikei/Manawatu would soon make clear, not all Crown officials shared Searancke's view about the status of that district as 'a conquered country.' Featherston, in particular, entertained a very different view, or at least would assert so during the Himtangi hearings. Further, appearing for the Crown, William Fox in 1868 and Attorney General James Prendergast in 1869, presented a very different of the region's pre-annexation conflicts, their outcomes, and their implications for claims to manawhenua. These matters are examined in Chapters 7 and 8.

---

[515] Searancke to McLean 18 June 1860, AJHR 1861, C1, p.292.
[516] ANZ Wellington, AEBE 18507 LE1 31 1861/229. *Supporting Documents*, pp.444-496.

War, rumours of war, and raupatu

In March 1860 McLean was back in Wellington: it was hoped that he would complete the purchase of both the Waitotara and Manawatu blocks. To support claims that delays were 'dangerous,' the *Wellington Independent* pointed to the desire on the part of 'the Roman Catholic natives in Otaki and its neighbourhood' and Ngati Huia of Poroutawhao to raise the Maori King's flag, and to do so in the face of opposition on the part of Tamihana Te Rauparaha, Matene Te Whiwhi 'and all the more respectable natives …'[517] The proximate origins of the King Movement lay in a growing concern over what many Maori believed to be their growing political marginalisation and the pressure being exerted by the Crown over the purchase of their lands.[518] To the fore among those advocating and working towards the creation of a pan-tribal movement and the establishment of a Maori monarchy along British lines, were Matene Te Whiwhi, Tamihana Te Rauparaha, Wiremu Kingi Te Rangitake, and Wiremu Tako Ngatata.[519] The idea of a Maori king was the subject of protracted deliberations at Otaki in 1853, the debates culminating in the meeting at Lake Taupo in 1856 known as Hinana ki uta, Hinana ki tai, and in 1858, at Ngaruawahia, in the declaration of Potatau Te Whereowhero of Waikato as the first Maori King. He died in June 1860 and was succeeded by his son Tawhiao. Maori nationalism and opposition to land sales had merged into a movement dediciated to political independence.

Matene Te Whiwhi, although anxious to preserve tribal lands in Maori ownership, was a consistent advocate of peace, and indeed determined to preserve the Manawatu from the violence that first erupted in Taranaki. Oliver noted that by 1860 he was firmly opposed to the movement that he had played a leading role in founding, an

[517] 'Meeting of Natives at Otaki,' *Wellington Independent* 15 May 1860, p.5.
[518] See, for example, John Gorst, *The Maori King.* Auckland: Reed, 2001; and Jones, *King Potatau: an account of the life of Potatau Te Wherowhero, the first Maori King.* Auckland: Polynesian Society; Wellington: Huia, 2010; Michael King, *The Penguin history of New Zealand*. Auckland: Penguin Books, 2012; and Atholl Anderson, Judith Binney, Aroha Harris, Auckland War Memorial Museum, and Stout Trust, *Tangata whenua: an illustrated history.* Wellington: Bridget Williams Books, 2014, especially chapters 8 and 9.
[519] For Wi Tako's involvement, see A.R. Cairns, 'Ngatata, Wiremu Tako,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012. Cairns recorded that Wi Tako had a meeting house, Te Puku Mahi Tamariki, built near Waikanae as a headquarters for Te Ati Awa supporters of the King.

opposition in which he was joined by Tamihana Te Rauparaha.[520] At the same time, clearly dismayed by the turn of events in Taranaki, Ngati Raukawa prepared a petition that called for Gore Browne's recall.[521] Searancke recorded that Kawana Hunia had been present at the discussions and indeed that he (described by Searancke as 'the Chief of the Ngatiapas') had joined Nepia Taratoa (described as 'the principal chief of the Ngatiraukawas') to emphasise the importance of 'carrying out the Kotahitanga (union) of the Maoris …' Searancke went on to suggest that while not entirely supportive of Wiremu Kingi's actions, nevertheless, there was 'on this coast a very general and deep seated sympathy for the Natives now in arms at Taranaki.' Despite their apparent friendliness, Searancke entertained deep suspicions of their intentions and object.[522] Accusations flew that the missionaries, notably Hadfield, had taken a direct part in the petition's preparation, something he denied, while his Bishop suggested that the Crown's alleged refusal to allow west coast Maori to gift 10,000 acres as an endowment 'for Maori Clergymen of their own Church … has tended as much as anything to alienate their affections from the Government, and has driven them to join the Maori King movement.'[523]

The King Movement thus gained some traction but not unanimous or unqualified support among west coast Maori: certainly a good many among Ngati Raukawa were dissatisfied over the matter of reserves and their security, and over incomplete purchases. In March 1860 Ngati Raukawa, Ngati Toa, Te Ati Awa, Ngati Apa, Muaupoko and Rangitane met to discuss the Waitara proceedings and agreed that Governor Browne should return to England.[524] In October 1860, Riwai Te Ahu reported that Ngati Raukawa and other iwi 'grieved for the injustice of this proceeding of the Governor in taking Waitara … And these tribes said: – The Governor will serve us in the same way, as he has done William King.'[525] Te Ati Awa at Waikanae also made their anger clear while rejecting claims that they proposed

[520] W.H. Oliver, 'Te Whiwhi, Matene,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012. For the same reason, Te Whiwhi subsequently urged his people not to join Te Ua Haumene's Pai Marire movement.
[521] See AJHR 1860, E1A, pp.2-6. See also Hadfield to Newcastle 24 August 1860, AJHR 1860, E1A, Appendix, pp.3-4.
[522] Searancke to McLean 13 April 1860, AJHR 1860, E1A, pp.6-8. See also Searancke to McLean 29 August 1860, AJHR 1861, C1, p.296.
[523] Wellington to Secretary of State for the Colonies 1 June 1860, AJHR 1860 E1A, pp.16-17. For Hadfield's rebuttal of the accusations levelled against him, see AJHR 1860, 1EA, Appendix, pp.3-4.
[524] 'Original correspondence,' *Wellington Independent* 19 October 1860, p.3.
[525] 'Original correspondence,' *Wellington Independent* 19 October 1860, p.3.

joining their Taranaki kin.[526] On the other hand, a report of a meeting held that same month, on 22 October, and involving some 150 of Ngatiapa from Rangitikei, Turakina, and Whangaehu indicated that 'They were unanimous in pronouncing for the Governor and condemning the King Movement.'[527] The brief press report did not name any of those attending.

On 12 March 1861, the King's flag was raised, at Pukekaraka.[528] The 'Queenites' decided to respond by raising the British Ensign and did so on 24 May 1861. When Matene Te Whiwhi sought an explanation for the raising of the King's flag, he was promptly informed that he was the reason. Hapi Te Whakarawe noted that 'You are a land-seller, I am a land-holder.'[529] There was clearly some division within Ngati Raukawa, a matter that Karanama Te Kapukai and Nepia Taratoa lamented: the latter, addressing the Kingite Heremiah Te Tuere, insisted that 'You have chosen a king – I have chosen a church, queen and governor. You have chosen one; I have three. We will see who is right. One word I have to say. Our cause is broken; you have one side, I have the other. Which will float the longest? Farewell.' Heremiah Te Tuere's response was fascinating: 'Nepia,' he said, 'you are right, but I have a church, king, and country.'[530] A few weeks later, on 9 July 1861, about 400 Maori gathered at Matai-iwi Pa, Ngati Apa, Ngati Raukawa, Ngati Pikiahu, Ngati Maniapoto, Te Ati Awa, and Ngati Toa all being represented. Most of those who spoke expressed their disapproval of the Governor and their support for the Maori King. Those declaring for the latter now included Nepia Taratoa who indicated that 'his canoe … had gone over to the king, and that he could not remain alone, but must go with it.'[531] Nepia's shift

[526] For an account of the King Movement on the west coast, see Carkeek, *The Kapiti Coast*, Chapter 10, pp.131-143.
[527] 'Wanganui,' *Taranaki Herald* 27 October 1860, p.3.
[528] For an account, see 'Wellington and the war,' *Wellington Independent* 9 April 1861, p.5. The flag in question had been presented to Wi Tako by Potatau Te Wherowhero when on a visit to the Ngaruawahia in 1860. On that occasion Wi Tako, Te Ati Awa and Ngati Ruanui people declared their allegiance to the King. In June 1864, Wi Tako withdrew that support.
[529] 'The hoisting of the King's flag,' *Nelson Examiner and New Zealand Chronicle* 27 March 1861, p.3.
[530] For an extended account, see '*Wellington Advertiser*' [*New Zealand Advertiser*] 16 March 1861. Cited in 'Otaki: hoisting of the King Flag,' *Lyttelton Times* 27 March 1861, p.3.
[531] 'Native meeting at Rangitikei,' *Wanganui Chronicle* 18 July 1861. Cited in *Nelson Examiner* 24 July 1861, p.2. Kawana Hunia Te Hakeke was certainly described as a Kingite. See, for example, 'Rangitikei,' *Wellington Independent* 14 January 1862, p.5; and 'Resident Magistrate's Court,' *Colonist* 21 January 1862, p.4 in which he was quoted as having said that 'so long as they had a King they could not answer the Queen's summonses.'

of stance suggests that, certainly within Ngati Raukawa, disapproval of Governor Browne's conduct was metamorphosing into active support for the Maori King.

Featherston and other provincial representatives chose to respond to the threats being issued by what appears to have been a small number of west coast Maori by pressing upon Governor Browne their conviction that growing numbers of Maori distrusted the Government. Large numbers, they claimed, were declaring for the King, and that 'in fact almost the whole Native population might be said to be preparing for a war which they deemed inevitable.' It was clear, Featherston insisted (supported by Fox and Fitzherbert), that if the war were carried into the Waikato, a general rising would follow, and hence he sought the stationing of 'a considerable force' in both Whanganui and Wellington, plus some naval protection. Grey declined to accede to their demands.[532] In response to the the Governor's July 1861 proposal that the lands of those who took up arms against the Crown should be confiscated, rumours circulated among west coast Maori that Government was intent upon confiscating their lands and 'exterminating' the race. Fox's claim that confiscation was necessary and even beneficial, and that 'nothing has been or can be more pernicious to the native race than the possession of large territories under tribal titles which they neither use, know how to use, nor can be induced to use,' contributed to the gathering sense of unease.[533]

In August 1861, Thomas Uppadine Cook reported that the confidence of Maori in the government had been shaken, that the King movement was largely supported by Te Ati Awa at Waikanae, Ngati Raukawa at Otaki, Ohau, Manawatu and Rangitikei, and a portion of the Ngati Apa at Rangitikei. He suggested that any 'forcible attempt to put down the Maori King would immediately induce large majorities … to enrol themselves in his defence. Nepia Taratoa, the most influential man of the Ngatiraukawas, has not openly declared himself Kingite; but there is no doubt that he has secretly done so to his own people …'[534] In September 1861 Richard Taylor

[532] 'The military defence of Wellington,' *Wellington Independent* 12 July 1861, p.2.
[533] Galbreath, *Walter Buller*, p.55. Galbreath described Fox's pronouncement as 'the argument of rapacity, dressed up as humanitarianism.' For Gore Browne's proposal, see Gore Browne to Newcastle 6 July 1861, AJHR 1862, E1, p.22.
[534] T.U. Cook to Native Secretary 25 August 1861, AJHR 1862, E7, p.29. Cook arrived in Wellington via the *Adelaide* in 1840 and in 1841 settled at Paiaka and subsequently at Te Awahou as a trader, rope-maker, and timber miller, while also taking up runs on both the north and south sides of the

described the 'Wangaehu and Turakina Natives under Aperahama Tipae … [as] steadfast.' On the other hand, 'The Natives of Rangitikei [Ngati Apa] are divided in their feelings: their chief, Kawana Hunia professes to be a king Native, but the Ngatiapa generally are faithful. The Ngati Raukawa on the Rangitikei South bank are, with few exceptions, king Natives. Nepia Taratoa professes to be attached to [the] Government, but is not, perhaps, to be trusted.'[535] It is possible that Ngati Apa might have been swayed by the reported decision of the Government, in July 1861, to grant Ngati Apa its own 'legally constituted runanga, or court, to which all their own disputes may be referred, and by which they may be authoritatively decided.'[536]

The hoisting of the King's flag at Pukekaraka allowed politicians to designate Wellington's west coast as a hot-bed of insurrection.[537] Grey's appointment to the post of Governor appears to have allayed fears and suspicions among west coast Maori. Those loyal to the Crown, those who professed allegiance to the Maori King, and those yet to declare, all looked to Grey and his new institutions: should the latter work effectively as a means of self-government, their confidence in the government, it was widely hoped, would be restored. During the early winter months of 1862, newly appointed magistrate Walter Buller completed a circuit of the region to explain to and assess the response of Maori to Grey's proposals. Although a report published in the *Advertiser* of 10 May 1862 had claimed that all Maori, from Paekakariki to Whanganui had joined the King, Buller was in fact received hospitably while being given clearly to understand that Maori would watch 'not for the blade merely, nor even for the ear, but for the full corn in the ear.'[538] Tamihana Te Rauparaha, who accompanied Buller (and who rejected as 'false' the report that had appeared in the *Advertiser*) recorded that Ngati Rakau, Ngati Whakatere, and Ngati Apa offered support, the last especially.[539] Ngati Parewahawaha (under Nepia Taratoa) appeared to have been somewhat ambivalent but was prepared to support the new institutions should they work elsewhere, while Ngati Huia indicated that they, too, would wait

---

Manawatu River. He died in 1897. See 'Death of Mr T.U. Cook,' *Manawatu Herald* 16 November 1897, p.2.

[535] Richard Taylor to Native Secretary 4 September 1861, AJHR 1862, E7, p.29.

[536] 'Wanganui,' *Wanganui Chronicle* 11 July 1861. Cited in *Nelson Examiner* 24 July 1861, p.2.

[537] 'The West Coast Natives,' *Wellington Independent* 13 June 1862, p.3.

[538] 'The West Coast Natives,' *Wellington Independent* 13 June 1862, p.3.

[539] Tamihana Te Rauparaha recorded that 'Himea [*sic*] Te Hakeke 'made a confession before all the tribe of his folly in joining the work of the King.' His letter was appended to 'The West Coast Natives,' *Wellington Independent* 13 June 1862, p.3.

before committing. At Otaki a large meeting consented to the establishment of Native courts, while Muaupoko responded to the proposals with speeches that were 'soft,' that is, moderate. Ngati Te Hiihi and Ngati Mateawa, while listening patiently to Buller's exposition, declared for the King.[540]

During the latter months of 1863, following the outbreak of the Waikato War, tension along the west coast mounted as preparations for defence were accelerated, including the assembly and arming of militia and volunteer forces. Despite growing unease, the Pakeha settlers in the Manawatu, Otaki, and Waikanae districts decided against any overt military preparations lest they act as a provocation. On the other hand, the possibility that the Manawatu, where Pakeha settlers were 'scattered … over a wide extent of country, surrounded by a large disaffected native population …' might fall back into the control of Maori and 'that the King party would again claim that block of land by right of conquest,' occasioned considerable alarm, at least according to a meeting of settlers held in Te Awahou on 16 September 1863.[541]

West coast Maori were also alarmed by the outbreak of the Waikato War. At their request, Featherston attended meetings at Waikanae and Otaki in September 1863. For Ngati Raukawa, Wi Hapi insisted that the iwi would remain peaceful, but made it very clear that the stationing of troops anywhere in the district would be regarded as a provocation and an incitement to violence. While expressing strong disapproval of the violence elsewhere in the country, Maori also made it clear that they intended to remain loyal to the King movement, pointedly reminding Featherston that they had taken no part in the Waitara debacle 'though we were, as a tribe, deeply concerned in it,' nor in the fighting at Tataraimaka.[542] In the course of the discussions, Ngati Raukawa in particular drew a careful distinction between its support for the King movement and its disavowal of violence, and indeed insisted that they intended to resist the King's urging to rise.[543]

---

[540] 'The West Coast Natives,' *Wellington Independent* 13 June 1862, p.3.
[541] 'The West Coast settlers,' and 'Important from Manawatu,' *Wellington Independent* 22 September 1863, pp.2 and 3 respectively.
[542] AJHR 1863, E3A, p.8.
[543] An account of this meeting was published in the *New Zealand Spectator and Cook's Strait Guardian* and reproduced in AJHR 1863, E3A, pp.8-11.

Featherston, left in no doubt of Ngati Raukawa's likely response to any attempt to take its lands by force, elected to respond carefully by assuring Maori that as long as he was satisfied of their peaceful intentions and that no danger existed at Waikanae, Otaki, and Manawatu, he would 'probably advise that no force be at present stationed at either of those places,' but that he would 'certainly advise that a Force should be stationed at Rangitikei, as that is the road … by which a marauding party would probably come.' He reiterated his criticism of Gore Browne and 'his seizure of the Waitara,' and spent some time responding to rumours about the government's ultimate intentions, held to be the extermination of all Maori and the seizure of their lands. At the same time, he invited Maori to disavow the various acts of violence perpetrated by Maori elsewhere in the North Island, and acknowledged that settlers were being trained and armed and that the armed constabulary was being increased. Those latter actions, he claimed, were intended to prevent war, to protect Maori and Pakeha, and to thwart any efforts from elsewhere to embroil the province's west coast in the violence unfolding elsewhere and for which the King movement was responsible. He thus called upon west coast Maori to renounce any allegiance to a movement that preached 'anarchy and confusion, war and bloodshed.'[544]

The Crown's land purchasing programme on the west coast thus contracted during the early 1860s. Nevertheless, despite the outbreak of war in Taranaki, uncertainty over the loyalty of all west coast Maori to the Crown, and disquiet over the support of some, at least, for the King movement, Featherston did effect several small purchases. By a Deed dated 28 May 1862, the Crown acquired Papakowhai from 13 members of Ngati Toa for £210.[545] In November 1863, Te Roera Hukiki, Karaipi Te Puke and 28 others again pressed Featherston to purchase Muhunoa/Ohau for a price of £1,100.[546] Agreement was reached in February 1864 and £100 was paid to them as a deposit. On 24 June 1864, some 80 Maori, including, it was recorded 'the principal Ngatiraukawa Chiefs,' attended a meeting at Otaki called to consider a complaint that an instalment of £100 had not been distributed by Roera and Te Puke in accordance with the wishes of Ngati Raukawa. Rather, it had been distributed at Muhunoa, the Otaki people receiving none of it. For the latter, Arapata had informed Featherston that they would

[544] AJHR 1863, E3A, pp 9-10.
[545] Turton, *Deeds,* pp.131-132.
[546] Te Roera Hukiki and Karaipi Te Puke to Featherston 9 November 1853, in MA 13/119/75a, ANZ Wellington.

retire from the sale and repudiate the agreement they had signed. Buller, in attendance, would have none of that: he reminded those assembled that the money had been paid to those appointed to receive it and their argument accordingly was with them and not with the Land Purchase Commissioner. He also advised them that once the survey had been completed the balance (£1,000) would be paid, and suggested that they appoint two or four from Otaki to receive a portion of that money. That advice appears to have been accepted, Arapata making it clear that 'we will make sure of our full share of the next payment,' that is, £500. Matene Te Whiwhi and Tamihana Te Rauparaha made clear their opposition to the sale, but Buller refused to consider specific claims, including their desire to have Papaitonga excluded from the purchase block. [547] Difficulties over the distribution of the purchase monies continued, such that in November 1865 James Hamlin advised Featherston that opposition remained.[548] The purchase appears to have been abandoned.[549]

The Crown also sought to acquire Haumiaroa: in 1865 the block, with an area of 1,240 acres, was listed among those for which negotiations were under way, £45 having been paid in respect of an agreed price of £100.[550] The sale appears also to have been abandoned. Certainly, Turton does not include a copy of any deed.[551] On the other hand, by a Deed dated 17 November 1864 the Crown acquired Kawaroa of 280 acres for £150, and by a Deed dated 5 December 1864, Te Paretao of 440 acres for £500, although difficulties arose in connection with the latter transaction.[552] Buller negotiated for its purchase with Te Wereta and others: he claimed that a claim by Parakaia Te Pouepa to a portion of the block was ignored by the sellers and 'by all the neighbouring disinterested chiefs whose opinion I sought on the subject.' Parakaia objected, and Buller acknowledged that he had been informed by one of the sellers that he had denounced Parakaia's claim in order to expedite the sale. In 1866, Buller endeavoured to arrange for arbitration, with one arbitrator to be nominated by

[547] Minutes of meeting, ANZ Wellington, ACIA 16195, WP3/15 64/530.
[548] James Hamlin to Featherston 27 November 1865, ANZ Wellington ACIH 16046 MA13/109/69a, Hamlin was an interpreter in the Land Purchase Department.
[549] No deed for this block appeared in Turton.
[550] AJHR 1865, C2, p.4.
[551] Turton did note that the block was not included in the sale of Te Awahou. See Turton, *Deeds*, p.176.
[552] Turton, *Deeds*, pp.179-181, and 181-183.

Parakaia, a second by Te Wereta, and a third by Featherston. Parakaia declined to participate. [553]

Mana Island of 525 acres was acquired from Ngati Toa for £300 in 1865.[554] The deed for Mana Island bore the date of 1 December 1865 and recorded the vendors as Ngati Toa and the purchase price as £300. In fact, transactions involving Mana took place prior to 1840 but Ngati Toa never acknowledged any loss of ownership despite Spain having recommended that the island be granted to one H. Moreing. In 1861 Matene Te Whiwhi and Tamihana Te Rauparaha complained to Native Minister Bell and in 1862 wrote to Fox calling for an inquiry. That inquiry upheld Spain's recommendation although it noted that the award to Moreing had excepted all cultivations: for the latter the two petitioners were offered but rejected £100. Featherston secured the Moreing interests, while the Crown also paid £300 to Heta Te Ohuka, Tamihana Te Rauparaha, and Matene Te Whiwhi and 78 others of Ngati Toa in respect of their claims.

When opening the Wellington Provincial Council in April 1863, Featherston claimed success in his drive to acquire land from Maori, noting that instalments had been paid on lands at both Waikanae and Horowhenua, although 'the title to them is so complicated that I see little chance of their being acquired at present.' More importantly, he had completed the purchase of Waitotara. At the same time, he acknowledged that he had been unable to complete the purchase of the [Upper] Manawatu Block but insisted that 'the chief difficulties in the way' had been overcome and hence predicted a successful conclusion to the negotiations. Once acquired, he predicted:

> … the remainder of the Manawatu country will follow. For already serious disputes have arisen between the two tribes resident in the district as to which tribe is entitled to receive the rents of the runs leased to Europeans: and not a few of the more intelligent Natives strongly recommend, as the only way of settling their differences, that they should join in offering the land for sale to the Government.[555]

[553] Buller to Parakaia Te Pouepa 15 September 1866, ANZ Wellington ACIH 16046 MA13/111/70b; and Buller, memorandum, 22 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[554] Turton, *Deeds,* pp.132-133. This account is based on R.P. Boast, *Ngati Toa lands research project. Report two: 1865 to 1975*. Wellington, 2008, pp.299-305.
[555] 'Provincial Council,' *Wellington Independent* 25 April 1863, p.3.

Who those 'more intelligent Natives' were, he did not say, but subsequent events make it likely that the proposal had emanated from Ngati Apa. Featherston clearly discerned in those 'disputes' an opportunity to secure Wellington's long-cherished desire to acquire the 'Manawatu lands.' In April 1863, on his return from what was described as a 'land purchasing expedition up the West Coast,' a correspondent of the *Otago Daily Times* noted that 'For years, the Manawatu District has been making our mouths water …'[556] While Buller suggested that Wellington's Superintendent foresaw 'the probable consequences of continued delay' and decided, accordingly, to investigate the Rangitikei dispute for himself, even he advised the Colonial Secretary, in January 1864, that Featherston would not only settle 'a difficult and vexed question of land title, but will also be enabled to acquire for European settlement the finest and richest block of Native land in this Province.'[557] In fact, Featherston appears to have acted, as Land Purchase Commissioner, at the direction of the General Government: the outcome was that the person directed to resolve a dispute over the distribution of rents was the same person singularly committed and empowered to effect the purchase of the Rangitikei-Manawatu block.

Conclusions

The Crown's continuing desire through the 1850s and early 1860s to acquire land within the Porirua ki Manawatu Inquiry District, preferably in the form of large blocks at the lowest possible price, did not appear to provoke the tensions that had arisen between Ngati Apa and Ngati Raukawa over the Rangitikei-Turakina transaction. Rangitane and Ngati Raukawa negotiated an arrangement over Te Ahuaturanga acceptable to each, the only jostling involving the matter of boundaries. The purchase of Te Awahou, on the other hand, generated important tensions within Ngati Raukawa over a range of matters that would bear heavily on what would quickly become a very controversial transaction, that involving the Rangitikei-Manawatu block.

[556] 'Wellington,' *Otago Daily Times* 13 April 1863, p.5.
[557] Buller to Colonial Secretary 14 January 1864. Cited in Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.5.

It appears, first, that there was within the iwi as a whole a protracted debate over how best to deal with the pressures being exerted by the Crown. Encouraged, it appears, by the missionaries, a decision was taken to withdraw its opposition to the sale of 'peripheral' blocks or, to employ Williams's terms, those lands lying useless to them, and over which an assertion of exclusive ownership based on take raupatu and continuous occupation might well prove difficult to sustain. The iwi's 1852 proposal for a 'permanent reserve' embracing the lands from the Manawatu River to the Kukutauaki Stream appears to have been a clear expression of the iwi's strategy to focus primarily on preserving from the Crown those lands that it regarded as constituting the core of its rohe**.**

The strong differences that emerged among hapu during the Te Awahou purchase suggests that major differences remained within Ngati Raukawa, with some hapu whose lands were largely concentrated to the south of the Manawatu River prepared to sell those lands lying to the north of that river and in which their interests were of lesser importance. Those hapu whose lands lay between the Manawatu and Rangitikei Rivers appear as more decidedly opposed to the Te Awahou sale. That division within Ngati Raukawa would emerge even more strongly during the Rangitikei-Manawatu transaction. The differences that developed over Te Awahou also reflected the struggle for control that had first emerged during the Rangitikei-Turakina transaction, between those adamantly and rigidly opposed to any sales and those prepared to be more flexible and pragmatic. Further, it suggested a struggle between those who wanted the iwi to present a united, almost corporate front, and those who insisted that it rested with hapu to make the key decisions relating to their lands and interests.

The sale and purchase of the Rangitikei-Turakina, Te Ahuaturanga, and Te Awahou blocks, all within the space of little more than a decade, thus saw a sharp contraction in the rohe potae claimed by Ngati Raukawa. The long-standing desire of the Crown to acquire Rangitikei-Manawatu would generate further dissention and tensions both within Ngati Raukawa and between Ngati Raukawa andNgati Apa, Rangitane, and Muaupoko, sharpen iwi narratives of their pre-annexation pasts, and induce the Crown to shape what might be broadly termed a narrative of intervention, peace-making, and purchase.

Chapter 4: Sustaining pre-emptive purchasing: the exemption of the Manawatu lands

Introduction

Chapters 4 to 9 deal with one of the most controversial purchases of lands owned by Maori undertaken by the Crown during the nineteenth century. Indeed, genuine fears were entertained that the Rangitikei-Manawatu had the potential, among other dire outcomes, to reignite the wars of the early 1860s, precipitate the break-up of the colony, and force the Wellington Provincial Government into bankruptcy. Predictions abounded that Featherston's attempts to complete the acquisition would render the block 'Wellington's Waitara' with all that that implied. The transaction would prove to be a highly complex, politically charged, and controversial exercise. It attracted a great deal of critical comment through the columns of the colonial press, some of the protagonists prepared and published pamphlets intended to appeal over the heads of politicians, while west coast Maori undertook what appears to have been the first sustained effort, through the press, to reach over the heads of the Crown and government to the wider public.

It took more than 20 years after McLean successfully concluded the purchase of the Rangitikei-Turakina block before the Crown finally acquired the Rangitikei-Manawatu Block. To gain a fuller appreciation of the background to and complexities surrounding the transaction, it will be useful to retrace our steps: Chapter 4 thus offers an account of the struggle involving the Crown, the General Government, and the Wellington Provincial Government for the control of Maori land purchasing, the major changes in 'Native land law' introduced by the Native Lands Act 1862, the exemption of the 'Manawatu' from the operation of those Acts, and the dispute that developed between Ngati Apa and Ngati Raukawa over the distribution of pastoral rents. It was that dispute that led directly to Featherston's intervention and initiated a sequence of events that would, after great controversy, expense, and bitterness, result in some 220,000 acres of the finest lands in the colony passing into the hands of the

Wellington Provincial Government. Those events were inspired, informed, and shaped by a range of narratives that dealt or sought to interpret and explain the ambitions, intentions, and actions of the several parties involved.

The purchase took place during a period of great change: economic growth was boosted by the discovery of gold and the influx of many scores of thousands in search of the metal and later of land, the inflow of substantial streams of (in part assisted) immigrants into the Auckland and Canterbury Provinces, and by an inflow of private capital. Towards the end of the decade the colony was struggling with a recession brought about by contracting gold production, declining wool prices, slowing immigration, and a decline in capital imports and public works expenditure following the crisis that followed the collapse of the London-based wholesale discount bank of Overend, Gurney, and Company in 1866.[558] The decade was also marred by war between Maori and Pakeha, and marked by an intensifying battle between the advocates of centralism and provincialism, the emergence of a South Island-based separatist movement, and the accelerating transfer of land out of Maori and into settler ownership. For Wellington Province, the decade was marked by comparatively slow European population growth, a contracting Maori population, racial tension and conflict, separatist movements, slow land settlement, and the near insolvency of the Wellington Provincial Government.

Historians and the Rangitikei-Manawatu transaction

It will be instructive, first, to consider the assessments of the transaction offered by historians, in particular, the matters over which quite profound disagreement is apparent. Buick, for example, was in no doubt that Ngati Raukawa held manawhenua over the Manawatu lands, noting that 'under the Maori code the tribe which proved itself victorious in the field sealed with the blood of its dead their right to the soil.'[559] He went on cite Grey and Fox in support of his narrative of war, conquest, and confiscation. Buick also contrasted the 'acts of Christian grace' by which Ngati Apa

[558] See T.J. Hearn and R.P. Hargreaves, 'The growth and development of a new society,' in R.J. Johnston, editor, *Society and environment in New Zealand.* Christchurch: Whitcombe & Tombs, 1974, pp.64-87. See also Jock Phillips and Terry Hearn, *Settlers: New Zealand immigrants from England, Ireland, and Scotland 1800-1945*. Auckland: Auckland University Press, 2008.
[559] Buick, *Old Manawatu,* p.167.

was spared extermination with what he regarded as Ngati Apa's characteristically Maori love of revenge.[560] With respect to the 1868 Himatangi judgement, Buick argued that The Native Land Court invented a new form of tenure, that is, joint ownership by separate iwi, a form of tenure 'utterly foreign and repugnant to their whole system.'[561] He went on to observe that 'Either, then, the Ngatiapa were living in a state of servitude under Ngatiraukawa at the date of the Treaty of Waitangi, or the reverse was the case, and if we refer again to the judgment of the Court, and consider "the prominent part taken by Ngatiraukawa in connection with the cession of the North Rangitikei and Ahuaturanga Blocks, the sale of the Awahou, and the history of the leases," it should not be too difficult to say who were the masters and who the servants.'[562]

In the 'extraordinary' 1869 rehearing, Buick concluded that the Native Land Court reversed the 1868 finding, ruled that Ngati Raukawa had not acquired by conquest or occupation any rights over the Rangitikei-Manawatu block, but that three hapu (Ngati Parewahawaha, Ngati Kahoro, and Ngati Kauwhata) had, with the consent of Ngati Apa, secured certain indefinite privileges.[563] Having noted the Court's use of pejorative language, certain inconsistencies, and its exclusion of the 'independent testimony' of T.C. Williams, and its failure to consider the observations of a good number of other Pakeha, Buick concluded that the judgement was intended to support the Crown's purchase of the Rangitikei-Manawatu block.[564] Ngati Raukawa, he claimed, not only confronted Ngati Apa but also 'whatever influence the Governor, the Government, and the Superintendent could exercise was exerted in sustaining the Crown's claim.'[565] He went on to add that 'Indeed, there is such a remarkable similarity between the decision of the Judges and the views of the Superintendent, that any one might well be pardoned for suspecting that such unanimity arose from something more than mere coincidence.[566]

[560] Buick, *Old Manawatu,* p.187.
[561] Buick, *Old Manawatu,* p.245.
[562] Buick, *Old Manawatu,* p.245.
[563] Buick, *Old Manawatu,* p.248.
[564] Buick cited Octavius Hadfield, William Wakefield, Amos Burr, William Spain, Jerningham Wakefield, Charles Kettle, J.C. Richmond, James Grindell, H. Tacey Kemp in support of his conclusion that Ngati Raukawa had conquered Ngati Apa, reduced them to a largely enslaved 'remnant,' and occupied their lands.
[565] Buick, *Old Manawatu,* p.265.
[566] Buick, *Old Manawatu,* pp.265-266.

Two years later, in 1905, Baldwin concluded on the basis of the evidence he mustered that 'the injustice of the Manawatu-Rangitikei acquisition stands nakedly before us. The Raukawa were the real owners of the block. Instead of receiving … £10,000, the whole of the purchase-price should have come to them, leaving to the Ngati Apa and Rangitane the limited rights over strictly defined areas which they had acquired by the clemency of their conquerors.' That they did not he attributed to the Government's desire to prevent conflict. 'The turbulent party,' he concluded, 'was the undeserving party, but their insistence won the day.'[567]

McDonald suggested that Featherston 'did not concern himself with the merits of the dispute, but advised the Government that the quarrel was opportune, as it would probably enable them to buy the land for settlement.'

> Although a determined attitude would have undoubtedly gained them their point, the Ngati-Raukawa, again working on the side of peace, gave in, and lost half the block, which was bought by the Government at a few shillings per acre. Had the tribe shown themselves as unruly as their neighbours, the Government would have had to adopt a different attitude, but as it was, it paid to encourage a dissatisfied minority, as it was certain that these people, obtaining large grants of land to which they held a doubtful right, would be willing to dispose of them at once rather than risk losing the block on appeal.[568]

Petersen, in reference to the generosity extended by Ngati Raukawa to Ngati Apa and Muaupoko, was in no doubt that 'the shelter thus afforded allowed the weeds [Ngati Apa, Rangitane, and Muaupoko] to grow apace and multiply until the substitution of the Maori customary laws by those imposed by the European settlers almost enabled them to strangle and dispossess the Ngatiraukawa.'[569] Thus Ngati Apa and Rangitane, 'emboldened by their accession of arms and the hitherto complacent attitude of Ngatiraukawa, but forgetful of the agreement made when the Rangitikei [-Turakina] Block was relinquished to them, were insistent on a sale.' In his view, 'After protracted negotiations for purchase by the Government, in which those with least claim to the land were the most ardent and vociferous sellers, the tribes agreed to sell

[567] P.E. Baldwin, 'Early records of the Manawatu block,' *Transactions of the New Zealand Institute* 38, 1905, pp.1-11.
[568] McDonald, *Te Hekenga*, p.160.
[569] Petersen, *Palmerston North*, p.39.

all the Manawatu-Rangitikei Block …' [570] When it came to the question of sale, the 'weeds' who had flourished under the benign protection of their conquerors and had acquired merit and muskets by adhering to the Queen, fiercely denied that they had ever been conquered and by belligerence and vociferous demands had, as is often the case, received the attention accorded to him who shouts the loudest.[571] Further, by the Native Land Court ruling 'the title of those who claimed by conquest followed by thirty-one years' occupation, who had almost exterminated the former owners and reduced the remnant to a position of slavery, but had then suffered them to remain in peaceful occupation of a defined area, was entirely nullified.' He concluded that that 'monstrous travesty of justice' facilitated the Crown's efforts to acquire the land that, indeed, it was impossible to escape 'the conclusion that the Court, to its disgrace, was largely actuated by this consideration. It was a most convenient verdict. The land passed to the Government and a fraction only of the purchase money went to the real owners.'[572]

Buick, Baldwin, and Petersen thus emerged as ardent proponents of the narrative of invasion, conquest, dispossession, and betrayal. Other historians offer different assessments. Wilson, for example, noted that the block, which was 'only occasionally used,' assumed value to Maori once it became known that the Crown wished to purchase it and that Ngati Apa claimed it on the basis of ancestral right and on the grounds that they had never been dispossessed of it.[573] Wilson went on to reject criticism of Featherston's appointment and Buick's conclusion that Ngati Raukawa had a claim to the land.[574] He recorded that Ngati Raukawa did not take possession of the land, and that there was 'no record' that Te Rauparaha had ceded the land to the iwi, but then acknowledged that Ngati Raukawa 'did occupy lands on the block in various places …'[575] That occupation he attributed to the fact that Ngati Apa held 'friendly feelings' towards Ngati Raukawa.[576] In effect, Wilson accepted the Native Land Court's ruling of 1869.[577] He offered no explanation for the protests which

[570] Petersen, *Palmerston North*, p.39.
[571] Petersen, *Palmerston North*, p.43.
[572] Petersen, *Palmerston North*, p.39.
[573] Wilson, *Early Rangitikei*, p.161.
[574] Wilson, Early *Rangitikei*, p.163.
[575] Wilson, *Early Rangitikei*, p.164.
[576] Wilson, *Early Rangitikei*, p.165.
[577] Wilson, *Early Rangitikei*, p.166.

followed in the wake of the sale, although he did note 'a great many signed [the deed] who really had no claim at all; Mr Buller's zeal … to get signatures was such that he got many useless names attached to the deed.'[578] Wilson did not explore the reasons behind that strategy.

Some historians have focussed on the conduct of some of the major actors, among them, Isaac Featherston, Walter Buller, and Octavius Hadfield. Hamer suggested that Featherston played a major role in opening up the Wairarapa, and concluded that one of his 'major achievements' was the acquisition of large tracts of land from Maori, including the Rangitikei-Manawatu block.[579] Buller's conduct has been scrutinised by Galbreath and some of his observations will be referred to more particularly below. It is sufficient to note there that he advanced two major hypotheses. The first was that a power vacuum developed following the death of Nepia Taratoa, such that 'The dispossessed tribes saw their chance and began efforts to recover their territory and their mana.'[580] Ngati Apa and Rangitane sought to sell the Rangitikei-Manawatu block to demonstrate their mana over the land 'and to wipe out their old humiliation under Ngati Raukawa.'[581] The second was that Ngati Raukawa, having rejected Ngati Apa's offer to sell Rangitikei-Manawatu to the Crown, were trapped. 'Hunia's tactics backed up by Featherstone's [*sic*] threat left them with Hobson's choice: fight, and risk confiscation of the land by the Pakeha; or sell to the Pakeha. And of course, Featherstone's stopping of the rents further increased the pressure to settle.'[582]

In her biography of Hadfield, Macmorran noted that he had tried unsuccessfully to obtain land as an endowment for Maori clergy, but 'now he championed the Ngatiraukawa in their claim to the land. The Court case, which lasted over a month, was a lively one, with tempers frequently becoming frayed, his own not least …' Fox labelled him as 'that dignitary of the Church whose unfortunate irritability is only equalled by his inability to conceal it.' The outcome of the hearing, she suggested, produced little satisfaction for either party. 'It was a difficult and exhausting case, made more difficult by Hadfield's stubborn espousal of the Ngatiraukawa claimants

[578] Wilson, *Early Rangitikei*, p.170.
[579] Hamer, 'Wellington,' p.247.
[580] Galbreath, *Walter Buller*, p.59.
[581] Galbreath, *Walter Buller*, p.67.
[582] Galbreath, *Walter Buller*, p.60.

and non-sellers. By the end of it, in the autumn of 1868, he was regarded by many people as one of the most unpopular men in the country …'[583]

In his biography of Hadfield, Lethbridge claimed that the dispute over Rangitikei-Manawatu 'revolved around the degrees of overlordship exercised by each tribe at the time the Treaty of Waitangi was signed …' He suggested that the motives for selling were mixed: thus Tamihana Te Rauparaha proved keen to increase his mana, 'while the Ngati Apa, wishing to be free from the image of dependence, were equally keen to increase theirs. Conversely, any acceptance of the Ngatiapa claim by the Ngati Raukawa would *ipso facto* decrease their mana.' Lethbridge appears to suggest that Featherston (and others) acted as he did believing that Maori were a dying race.[584] Finally, he quoted Hadfield as observing that the 1868 decision of the Native Land Court was 'a miserable compromise – a kind of split the difference. It certainly shows up Featherston's purchase as being an incomplete one; but it does not do justice to the natives.' [585]

Since 1990 several investigations, making use of the extensive archival sources available, have been conducted. Luiten offered a brief exploration of the transaction: she discerned its genesis in Ngati Apa's aggression, a shift in the regional balance of power following the death of Nepia Taratoa, and the emergence of new leaders within Ngati Apa and Muaupoko intent upon re-establishing manawhenua over their ancestral lands.[586] Fallas was severely critical of Featherston, concluding that he conducted the transaction in a manner that departed from the procedures specified by

[583] Barbara Macmorran, *Octavius Hadfield*, Wellington, 1969, pp.113-114. In 1858, Ngati Raukawa offered land to the Church to help fund the Maori clergy, coincidentally almost the same land as Himatangi. Fox took some delight in insinuating that Thomas Williams had been and remained anxious to emulate his brother Samuel's land purchases at Te Aute. See Christopher Lethbridge, *The wounded lion: Octavius Hadfield 1814-1904: a pioneer missionary, friend of the Maori, & primate of New Zealand.* Christchurch: Caxton Press c1993, p.252. It is also worthwhile noting here that Swainson had earlier described Hadfield as 'one of the most devoted and influential Missionaries in New Zealand,' and, moreover, one to whom Wellington 'owed its safety' from the threat posed by Te Rauparaha. See William Swainson, *New Zealand and its colonisation*. London: Smith, Elder and Company, 1859, p.118.

[584] Lethbridge, *Wounded lion*, pp.244-245.

[585] Lethbridge, *Wounded lion*, p.247. He also raised a question about the Pakeha assessor William White and asked why should the Government have gone to the expense of bringing him from Mongonui 'unless it was to its advantage? Was it because it knew he would agree with the Ngatiapa claim, supported by Te Rauparaha's son, that they were indeed a free tribe, and that the old chief had always regarded himself as overlord to the Ngati Raukawa?' He suggested that 'Hadfield felt that as the judicial bench were all Government appointments, the Court was suspect before it began.'

[586] Luiten, 'Whanganui ki Porirua,' pp.40-59.

the Government, notably his failure to define reserves before completing the sale and purchase; that he made no effort to investigate the matter of title; that he viewed those prepared to sell as loyal 'Queenites' and those opposed as 'rebel Kingites;' that his acquisition of signatures to the Deed of Cession involved questionable practices; and that he summarily dismissed the claims of the non-sellers. Fallas was in no doubt that had the Crown and Native Land Court chosen to recognise the state of affairs that had been reached by 1840, the outcome for Ngati Raukawa in particular would have been very different. That Featherston and the Native Land Court 'favoured' Ngati Apa, she attributed to the latter's disposition to offer violence or the threat of violence whenever it felt that its interests were in peril. She noted that the dispute only reached the Native Land Court after most among Ngati Raukawa had signed the Deed of Cession, in effect preventing them from having their claims to the land tested as provided by law. Finally, she accorded Ngati Raukawa's decision to act generously towards those whom it had vanquished to its conversion to Christianity.[587]

In their account of account of the Rangitikei-Manawatu transaction, Anderson and Pickens described Featherston as 'A powerful political figure … able to act with considerable independence throughout the 1860s, taking little heed even on those occasions when ministers attempted to curtail or redirect his dealings with Maori.' Importantly, they also suggested that Featherston 'fostered the growing power of Ngati Apa in order to secure the sale of the block,' while noting that the 'agreement of 1849' was crucial to Ngati Raukawa's claims.[588] O'Malley dealt only briefly with the transaction: he was chiefly concerned to debunk claims that Ngati Apa and Ngati Raukawa reached an agreement, during the Rangitikei-Turakina negotiations, over the fate of the Manawatu lands. The evidence for such an agreement, he claimed came from 1863 and was 'little more than hearsay in nature.'[589] The idea, he suggested, originated with Buller who, 'seeking to cultivate the small Ngati Raukawa faction in

[587] Victoria Fallas, 'Rangitikei/Manawatu block,' especially pp.62-65.
[588] Anderson and Pickens, *Wellington district*, pp.89-90. They also suggested that demographic changes lay behind the challenge offered by Ngati Apa. While the numbers of west coast Maori generally contracted after 1840, and especially between 1857 and 1874, the decline in Ngati Raukawa's numbers encouraged Ngati Apa, Rangitane, and Muaupoko to challenge Ngati Raukawa's claims of ownership of the region's lands. See Anderson and Pickens, *Wellington District*, p.91. For a discussion of Maori population trends, Brad Patterson, 'The white man's right:' alienation of Maori lands in the southern North Island district, 1840-1876,' in Jack McConchie, David Winchester, and Richard Willis, editors, *Dynamic Wellington: a contemporary synthesis and explanation of Wellington.* Wellington: Institute of Geography, Victoria University of Wellington, 2000, pp.155-178.
[589] O'Malley, '"A marriage of the land,"' p.38.

favour of such a transaction that existed in 1863, no doubt had his own reasons for making such an assertion.'[590] He noted that during the 1850s relations between Ngati Apa and Ngati Raukawa remained 'generally peaceful,' and suggested that as both iwi derived a 'reasonable' income from leasing there was little incentive to sell the land to the Crown. The breakdown in relationships in 1863 he also attributed to the death of Nepia Taratoa while claiming that violence was only narrowly averted following Fox's intervention. Ngati Apa thereupon decided to sell the block, while the Crown also 'determined to "settle" the matter by purchase if at all possible.'[591]

Gilling offered a series of conclusions: first, that neither Ngati Apa nor Rangitane was ever enslaved or dispossessed of their lands; second, that Ngati Apa, Rangitane, and Muaupoko had maintained their occupation of their ancestral lands; third, that the dispute over pastoral rents did not represent the action of a subjugated people; and fourth that Featherston and Buller from the outset recognised that Ngati Apa had retained 'major rights' in the Rangitikei-Manawatu Block. He suggested that the price paid for the block, £25,000, was appreciably better than the prices paid by the Crown during the pre-emption era, and that the route by which Featherston arrived at that price and allocated the monies were entirely appropriate for the time. In his view, the major difficulty associated with the transaction centred on the matter of reserves, specifically Featherston's failure, despite official warnings, to follow established practice and first reserve lands for Maori, both the sellers but especially the non-sellers, before concluding the sale. That failure led to 'intransigence' on the part of those who claimed never to have sold their interests. He also attributed the difficulties that arose to Featherston's failure to consult and negotiate with those opposed to the purchase and indeed, of underestimating the strength of that opposition. Gilling suggested the number of opponents was probably smaller than claimed at the time, although he acknowledged that those who signed the Deed of Cession were debarred from bringing their claims before the Native Land Court. On the other hand, he concluded that McLean's award of additional reserves was not a measure of the extent of the opposition. Nor did he attach much weight to claims that Buller and Featherston set out to intimidate owners into signing the Deed. On the matter of the

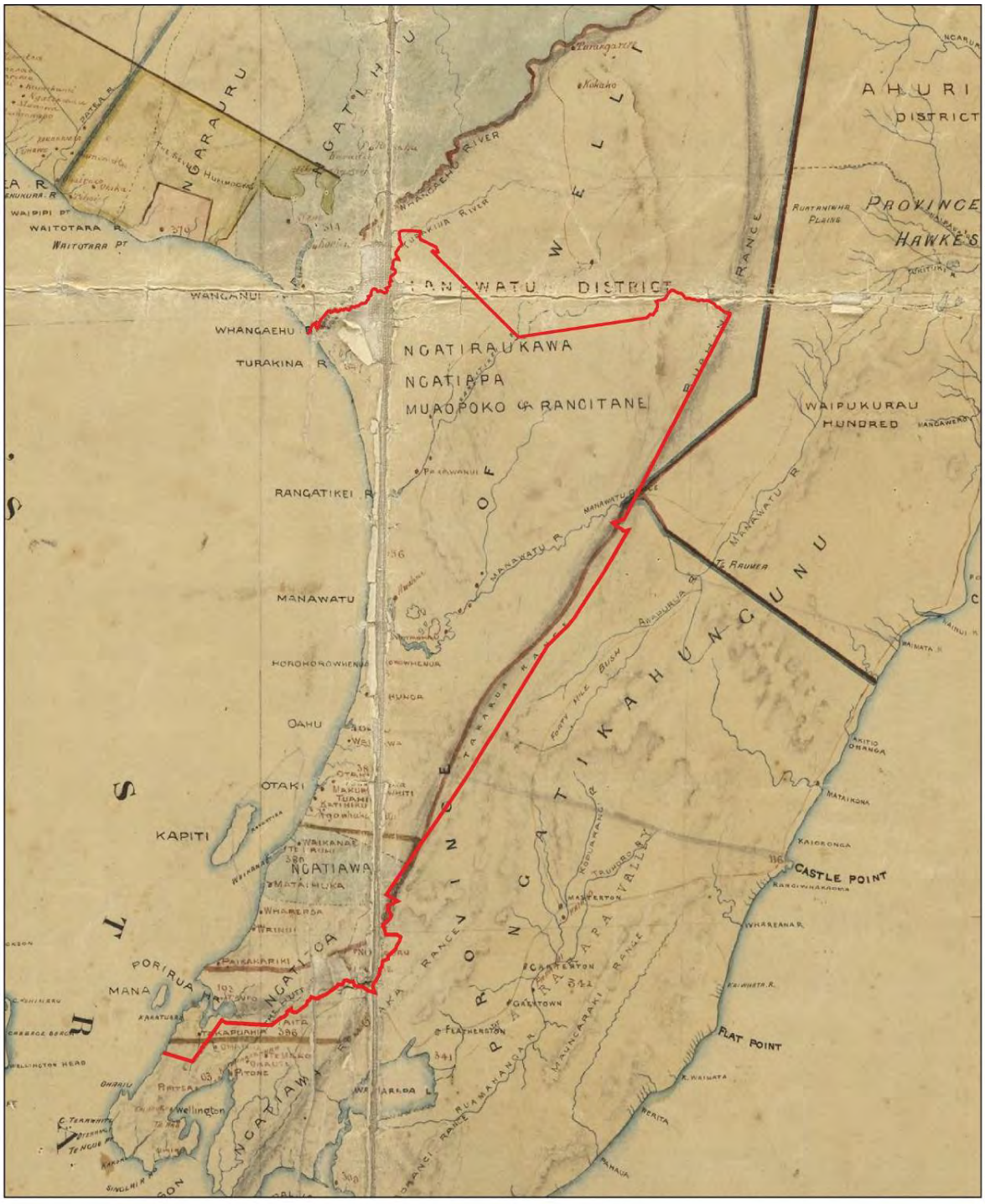
[590] O'Malley, '"A marriage of the land,"' p.39. See Buller to Mantell 31 August 1863, ATL MS Papers 0083-236. *Supporting Documents*, pp.3-22.
[591] O'Malley, '"A marriage of the land,"' p.42.

dispute over pastoral rents, he suggested that Featherston achieved 'a very skilful solution,' and rejected claims that impounding was employed as a coercive weapon. Finally, he dealt with the Native Land Court's investigations but did little more than conclude that it proceeded in proper fashion and considered the matters before it at exhaustive length: he rejected claims that the decisions were informed by political considerations.[592]

The Manawatu lands: the Crown and their history

The observations offered by Kemp as part of his 1850 census were noted above. In 1858 a map of the North Island was published over the name of F.D. Fenton: it was based on the first Maori census that he had conducted in 1856.[593] What is noteworthy is that while Fenton seemed confident about most tribal boundaries, he seemed uncertain over those involving Ngati Apa, Ngati Raukawa, Rangitane, and Muaupoko (Map 4.1). It was also noted above that in 1858 James Grindell was directed by Searancke to assess land purchasing prospects in the Manawatu. Grindell maintained a journal and in the section published in 1861 he recorded some observations on the allocation of the west coast lands among the hapu of Ngati Raukawa. In that section of his journal covering the period from 1 March to 30 April 1859, Grindell recorded more of his understanding. He at least was acutely aware of the complexities and perils attaching to the extinction of Native title, and indeed predicted that on the west coast it was '…almost impossible to gain the assent of all claimants to any particular block, and if the land be purchased from the parties willing to sell without regard to the claims of those opposed to selling, discord, disunion, and possibly, open hostilities might ensue and the Government might have to retain possession of lands so purchased by force.' With respect to the Rangitikei-Manawatu lands, in particular, he recorded that 'The claim of right to this land has been a continual source of contention between Nepia and the Ngatiapas, who would willingly sell to the Government were they in undisputed possession. The Ngatiapas have without a doubt a just claim to the

[592] Gilling, '"A land of fighting and trouble,"' pp.292-303.
[593] See William Renwick, 'Fenton, Francis Dart,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand.* Updated 30 October 2012. Fenton had been Native Secretary (temporary) in 1856 and in 1857-1858 served as resident magistrate at Waipa and subsequently Waikato.



Map 4.1. Fenton's 1858 map of North Island tribal boundaries

country, and their power of making themselves troublesome is not to be underrated when their connexions are considered.' Grindell rehearsed his understanding the region's pre-annexation history: significantly, he noted that in the wake of the battle of Kuititanga, Nepia and his people:

> … returned to Rangitikei where they were welcomed by the Ngatiapas. But it is said he [Nepia] never claimed a right to the country, and was therefore tolerated by the Ngatiapas who no doubt at that time would have been willing to make over to him a sufficient portion of land for his use. The above is admitted to be correct by many of the Ngatiraukawas themselves in its most important points. Hakeke … and Nepia were frequently allied together for mutual defence and friendly relations were generally maintained between both tribes …

Equally significantly, he noted that 'It is just possible that Nepia might be brought to sell if he thought there was a probability of the Government entertaining the claims of the Ngatiapas to the Rangitikei District particularly if he were prevented from leasing. Tho not openly admitted ….[594]

Of particular interest is that some elements of Grindell's narrative found their way into Buller's account, into the case presented by the Crown during the Himatangi hearings, and into the subsequent rulings of the Native Land Court. Most importantly, Grindell perhaps offers a critical clue to one of the reasons the Crown, and Featherston in particular, was keen to develop and maintain a close relationship with Ngati Apa. Ngati Apa, with its acknowledged interests in the lands lying to the south of the river, its new and aggressive leadership, its developing capacity to act as a corporate entity, the political courage and bravado of Kawana Hunia Te Hakeke – and its arms – were all matters that an astute, ruthless, and pragmatic politician could recognise, engage, and employ. One such politician was Featherston.

In the protracted negotiations for the acquisition of the Rangitikei-Manawatu block, Featherston and Buller emerged as the key drivers. It will be helpful to consider their understanding of the region's history and the relationships among the claimant iwi. In 1863, Buller recorded, based (he later acknowledged) on conversations with Octavius Hadfield, that in 1849, in return for Ngati Raukawa agreeing not to oppose its desire

[594] Journal of James Grindell from 1st March to 30 April 1859, ATL MS-Group-1551.

to sell the lands lying to the north of the Rangitikei River, Ngati Apa 'compromised the conflicting Ngatiraukawa claims (of conquest) by conceding to the latter the right of disposal over the territory to the south of the Rangitikei.' He went on to add that 'With the lapse of years the Ngatiapa have come to regard their claim [to that territory] as one of absolute right, in every respect equal to that of the present holders; while the latter always regarding the claim as one of sufferance, are now disposed to ignore it altogether.'[595]

It appears to have been Buller's understanding that Ngati Apa had not retained full and undisputed possession of the Manawatu lands but that, for reasons he did not specify, subsequent to the Rangitikei-Turakina transaction, the iwi had reasserted its original ownership, a claim that Ngati Raukawa was not disposed to accept. In all likelihood Buller was fully cognisant of the opportunities that such assertion might present. It is also clear that Buller recognised that, behind the conflicting claims and the occasional bouts of bellicosity, Ngati Apa, Ngati Raukawa, and Rangitane had cooperated over the leasing of land to the runholders and arrived at some mutually acceptable basis for the distribution of rents. What he also affected to believe was that the subsequent disagreements involving those rents were attributable to Ngati Apa's revived claim to exclusive ownership.

In July 1867, after the Rangitikei-Manawatu purchase had been 'concluded,' Buller offered an extended account of the region's history: whether it represented the Crown's understanding of the region's pre-1840 history or whether it, too, contained elements of the self-serving is unclear. What the Crown actually understood and believed and what it affected to believe are not always clear, but Buller's account suggests that the Crown's position was that the invading iwi did not occupy the Rangitikei-Manawatu lands; that while Te Rauparaha accepted Ngati Kauwhata's claims to the Oroua lands and allotted lands to hapu of Ngati Raukawa, the Rangitikei-Manawatu lands were not allotted, the Manawatu River being the limit of Te Rauparaha's partitioning; that those hapu of Ngati Raukawa – Ngati Parewahawaha, Ngati Wehiwehi, Ngati Parae, Patukohuru, and Ngati Rakau – who settled north of the Manawatu River did so, for reasons not specified, at the invitation

[595] Untitled, *Wellington Independent* 18 April 1868, p.5.

of Ngati Apa; that while specific settlements in the possession of Ngati Apa and Rangitane were overrun, Ngati Raukawa could not substantiate its claim to the exclusive possession of the entire Rangitikei-Manawatu block through conquest; and that Ngati Apa and Rangitane were not subjugated and enslaved.[596] Elements of that account surfaced in the Himatangi rulings of both 1868 and, especially, 1869.

It is more difficult to establish the scope of Featherston's understanding of the region's pre-annexation history or, indeed, of the Crown's purchasing efforts from 1847 onwards. His evidence suggested a carefully studied lack of interest. Thus, he disclaimed any knowledge of Ngati Raukawa's having consented to the sale of the lands to the north of the Rangitikei River or of that iwi's 'decision given to Mr M'Lean that they would retain the south side.' He did not think, either, that he had 'ever read Mr Searancke's reports: had no occasion to do so.' He went on to claim that Ngati Toa's right to the Rangitikei-Manawatu was that of conquest, and that their title 'to a certain extent' had been admitted by Ngati Apa, the latter also agreeing that Te Ati Awa should join, that Ngati Apa's title was one of inheritance and that it had never been dispossessed, and finally, that Ngati Raukawa 'were in possession by sufferance of Ngati Apa.' Interestingly, he had earlier recorded in his *Report on Manawatu Block and notes* that while Ngati Apa, Ngati Raukawa, and Rangitane ignored one another's claims to exclusive ownership nevertheless they had 'tacitly recognised each other by consenting to share together the rents accruing from native leases.'[597] The difficulty with Featherston's evidence is that he was justifying his conduct of the Rangitikei-Manawatu transaction, such that his evidence has the feel of the self-serving. Further, his disclaimers appear implausible in the light of the many and protracted discussions he conducted with all of the iwi involved in the Rangitikei-Manawatu transaction and the close relationship that he developed with and the reliance that he placed upon Buller.

[596] AJHR 1867, A19, pp.8-9.
[597] Featherston, 'Report on Manawatu block and notes of meeting,' ANZ Wellington ACIH 16046 MA 13/115/72b.

Wellington: the province and its superintendent

One of the chief distinguishing features of the Rangitikei-Manawatu transaction was that it was conducted by the Wellington Provincial Government. It is not necessary to canvass in any detail Featherston's political career as Superintendent, but it will be helpful to consider the course and outcome of two major struggles in which he was embroiled during the late 1850s and early 1860s.

Featherston, according to Hamer, was 'an extreme provincialist … [who] favoured the maximum possible devolution of functions and powers to the provincial councils.'[598] At the same time, he regarded large-scale pastoralism as the economic foundation of the province and hence sought the acquisition of large tracts of preferably open land at minimal prices to satisfy those with whose pastoral and commercial interests he was aligned and which he set out to foster. That same strategy underpinned his plans for funding the construction of the roads and bridges that the Province urgently required. Thus the *New Zealand Spectator*, in 1855, claimed that a small group had access to 'the undisturbed possession, occupation, or monopoly of large tracts … at low price or rent … to the exclusion of all others.'[599] Featherston's determination to defend and advance the interests of the members of that group and their merchant financiers did not, amid accusations that he was transforming the province into 'a giant sheep-walk,' go unchallenged.[600]

During the latter half of the 1850s the 'Radical Reformers' emerged as a strong and organised opposition in Wellington provincial politics. Its criticism of Featherston's conduct and policies helped to shape a crisis in the relationships between Superintendent and Council, marked by the Council's refusal in mid-1858 to vote supply, that endured from 1857 to 1861. Featherston emerged as autocratic, intransigent, and intimidatory, contemptuous of constitutional norms and procedures, disposed to favour the economic interests of the Province's mercantile-pastoral 'elite,' dismissive of small-farm settlement, ever prepared to defend and advance

[598] David Hamer, 'Featherston, Isaac Earl,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 18 September 2013.
[599] *New Zealand Spectator* 7 July 1855. Cited in Patterson, 'Would King Isaac the First lose his head?' *New Zealand studies* 6,1, March 1996, p.7.
[600] Patterson, 'King Isaac,' p.12.

Wellington's interests, and determined to extinguish Native land titles wherever they imperilled or impeded his political and economic agenda. Patterson described him as a 'ruthless political schemer, ever plotting strategies, his natural skills marred only by the unpredictability of his temper.[601] William Fox, William Fitzherbert, and A. DeB. Brandon were among his political allies and supporters.

Despite repeated repeals to the General Government, the impasse reached between the Council and Featherston remained until 1860 when the Radical Reformers acceded to the latter's demand for a dissolution and fresh elections. The cost had been high: Patterson listed economic stagnation, declining immigration, reduced public expenditure, and a contracting public works programme, all the while Featherston's political and economic allies having secured large tracts of land. During the 1860s, some 750,000 acres passed into private ownership, most of it to fewer than 50 individuals.[602] Nevertheless, the best efforts of his political enemies notwithstanding, Featherston survived: having resigned on 23 April 1858, he resumed the Superintendency a few weeks later, on 28 June, and remained in office until 14 March 1870.

The political crisis of the period from 1857 to 1861, and the secession in 1858 of the Ahuriri district to form the separate province of Hawke's Bay, left the Province's economy in a weakened state. Featherston had managed to stave off financial disaster by employing unused loan monies and selling land cheaply, principally to runholders and capitalists, but such stratagems could not long work. If the difficulties were manifest, the solution, to Featherston at least, was clear, namely, a resumption of efforts to extinguish Native title over large tracts of land at minimal cost, and especially over that most coveted of all the lands of the Province, namely, the lands lying between the Rangitikei and Manawatu Rivers. Although the Crown had made manifest in 1848 its desire to acquire the whole of the west coastal lands from the Whangaehu River to Porirua, McLean's apparent reluctance to prosecute purchase negotiations in the face of resistance from Ngati Raukawa, in particular, encouraged Featherston to engage in a second major struggle during the later 1850s. From that

[601] Patterson, 'King Isaac,' p.5.
[602] Patterson, 'King Isaac,' pp.14-15.

struggle he would emerge victorious, with major implications for the fate of the Manawatu lands.

Purchasing land from Maori: the struggle for control

While engaged in a protracted and bitter struggle with the Radical Reformers, Featherston also entered into a prolonged struggle to secure to the Superintendent as Wellington Province's chief executive officer the power to purchase lands from Maori. That struggle would be accompanied by a subsidiary campaign intended to secure the exemption of the 'Manawatu' from the operation of the Native Lands Act 1862 and thus from investigation by the Native Land Court.

Featherston and the west coast lands

In October 1853, Featherston, addressing the first session of the Wellington Provincial Council, noted that of the Province's 10.5 million acres, Native title had been extinguished over two million acres. Noting the blocks already acquired, he was 'happy to be able to announce that the valuable districts of Waikanai [*sic*] and Manawatu will in all probability be obtained within the next few months; and that there is little or no prospect of any difficulty arising in regard to the purchase of the remaining portions of this Province, whenever their acquisition may be deemed desirable.'[603] It was not the last time that Featherston would predict the imminent acquisition of the Manawatu lands.

A few months later, in January 1854 he found it necessary to press McLean to continue his work in the Province and 'extinguish the Native title to as great an extent as possible …' Featherston was particularly anxious that McLean should complete the negotiations involving the Waikanae and Manawatu districts for which, he noted, the Provincial Council had already voted large sums for the construction of roads and bridges. Such investment had clearly been posited on the assumption and expectation that the Crown would speedily acquire the lands remaining in Maori ownership, the provincial land fund constituting the major source out of which investment in

[603] 'Opening of the Provincial Council,' *Wellington Independent* 29 October 1853, p.3.

infrastructure was funded. 'For, undoubtedly,' he observed, 'a much larger price will be demanded by the Natives, if the purchase is not effected before the works in contemplation are commenced.'[604] McLean suggested that 'almost all the lands which those Chiefs [of the East and West coasts] were prepared to sell have been acquired …'[605] Featherston's desire to acquire as much land as possible on the west coast thus had deep roots. Progress remained slow: by the end of March 1856, of the almost 3.4 million acres in Wellington Province over which Native title had been extinguished, the only west coast block for which negotiations had been completed was the 225,000-acre Rangitikei-Turakina.

The Compact of 1856

Slow progress was not something that Featherston was prepared to tolerate, but the purchasing of Maori-owned land was caught up in a protracted political struggle involving the Governor and the General and Provincial Governments. The proximate genesis of that struggle lay in the division, in 1852, of the Provinces of New Ulster and New Munster (established in 1846) into six provinces, each with its own council, executive, and superintendent: the provinces came into effect on 17 January 1852. Under the Constitution Act 1852, New Zealand also had a bicameral General Government, although it was 1856 before 'responsible' government was finally established. In the wake of these new constitutional arrangements, a struggle for control developed between the general and the provincial governments. Concurrently, a struggle for the control of 'Native policy,' notably the purchasing of land, intensified between the Governor, the General Government, and the provincial governments. At the centre of that struggle Featherston and his ardent provincialist colleagues were to be found.

In 1856 the General Assembly arrived at the so-called Compact, a series of resolutions intended to settle the New Zealand Company's debt by the payment of £200,000 (by way of a loan to be raised in London and guaranteed by the Imperial Government): the loan would be a charge on the South Island's provincial governments. In turn, the purchase of lands from Maori would be the responsibility

[604] Superintendent, Wellington Province to McLean 10 January 1854, AJHR 1861, C1, p.265.
[605] McLean to Superintendent, Wellington Province 14 January 1854, AJHR 1861, C1, p.266.

of those North Island provinces wherein those lands were located.[606] Further, the administration of the colony's waste lands was to be transferred to the provincial governments and the revenue arising therefrom deemed provincial revenue: in addition, the provinces were to receive three eighths of the customs revenue. The provincial governments would thus become the primary colonising agents, responsible for public works, land settlement, immigration, education, and health within their respective districts. Subsequently, under the New Zealand Loan Act 1856, the government was authorised to raise by way of loan £500,000, the monies to be used to meet the New Zealand Company's debts (£200,000), to enable the establishment of a 'Capital Fund for Native Land Purchases' (£180,000), and to pay off outstanding liabilities (£120,000).

The justification for the 'Capital Fund for Native Land Purchases' was set out by C.W. Richmond the (Colonial Treasurer) and elaborated upon by Henry Sewell. The latter, as Colonial Treasurer in the Stafford Ministry had played a key role in negotiating the Compact: he resigned in October 1856 and returned to the United Kingdom as a ministerial representative with the task of persuading the Imperial Government to guarantee the £500,000 loan.[607] According to Richmond, the New Zealand Company's debt and the cost of purchasing land from Maori absorbed practically the whole of the colony's land revenue, generously estimated at £80,000 per annum. Of that latter sum some £40,000 was available for the purchase of land, less than that actually required. According to Richmond:

> Upward of Twenty Millions of acres in the Northern Island remain unpurchased, whilst, according to the progress of settlement and improvement, the price demanded by the Natives for the cession of their rights progressively

[606] For the political calculations involved see Henry Sewell, [Memorandum from Mr Sewell to Secretary of State] 8 May 1857, AJHR 1858, B5, pp.13-14. When the New Zealand Company surrendered its charter in 1847, the Crown emerged as the owner of the estimated 1.1 million acres it retained in its possession. For that area the Crown agreed to pay £268,000, that sum to constitute a first charge against the colony's land revenue, an undertaking that was bitterly opposed by large sections of the colony, particularly Auckland which had never been a 'company' settlement. See A.H. McLintock, 'New Zealand Company,' *Encyclopaedia of New Zealand.* Wellington: Government Printer, 1966, pp.658-661.

[607] For Richmond, see Keith Sinclair, 'Richmond, Christopher William,' *Dictionary of New Zealand biography – Te Ara, the encyclopaedia of New Zealand*, updated 15 January 2014; and for Sewell, W. David McIntyre, 'Sewell, Henry,' *Dictionary of New Zealand biography – Te Ara, the encyclopaedia of New Zealand*, updated 12 February 2014. With the imperial guarantee, the government hoped to secure an interest rate of 4 percent on the loan which would be secured against the whole revenue of the colony.

> increases, till it threatens to reach the full price of the Land to be obtained on a resale. Nor has any practicable mode been suggested of solving the difficulties connected with the extinction of Native Title independently of direct purchase by the Crown … under any circumstances it will be impossible to forgo, as a principle [sic] means of obtaining Native Lands, the present plan of purchase by Government, for which funds must be forthcoming when required. This burthen now presses on the Colony in an aggravated degree, from the omission by Government in past years to cope with the growing difficulty. Until within the last three years the efforts to obtain Native Land in the North island have been partial and feeble. The importance of the object on political as well as on economical grounds seems to have been altogether underrated …[608]

The Land Fund, Richmond continued, constituted a 'fluctuating and precarious' source of funding while its use to meet the purchase of land from Maori diverted funds from its 'proper objects,' namely immigration and public works. Moreover, the use of such funds for land purchase was 'a source of political discord, which tends to break up the Colony and disorganize the Government,' and was 'a constant cause of quarrel between [*sic*] the Provinces.' To overcome these various difficulties the government thus proposed to establish a 'Capital Fund for Native Land Purchases:' the proposed capital sum of £180,000 would be allocated to the Auckland, Wellington, and New Plymouth (renamed in 1859 as Taranaki) Provinces, that is, £90,000, £54,000, and £36,000 respectively. The three provinces, once furnished with an initial allocation would be able to fund future purchases. 'It should be noted,' added Richmond, 'that no intention exists of taking out of the hands of the Governor the negotiations of Native Purchases.[609]

Sewell elaborated on the issues involved, noting that it had proved 'practically impossible to meet the New Zealand Company's debts without 'simultaneously disencumbering the Land Fund from the charge for the purchase of Native Lands.' The speedy acquisition of those lands was of paramount importance.

> Putting aside the question of extending the Colonial territory, for the purpose of meeting the growing demands of incoming settlers, it seems to have been overlooked in the colonization of New Zealand, that to govern a people who retain to themselves the paramount seigniory of the soil is simply impossible. Theoretically there is a plain and inseparable connection between territorial

[608] Richmond to Labouchere 5 September 1856, AJHR 1858, B5, p.4.
[609] Richmond to Labouchere 5 September 1856, AJHR 1858, B5, pp.3-4.

> and political Sovereignty; practically this is proved by daily experience in New Zealand. The Government there cannot exercise the simplest function, touching Native Lands, except at the risk of provoking hostilities. It cannot make a road nor establish a ferry except by treaty; and indeed it may be taken as an axiom … that as far as the Natives have not ceded the seigniory of their Lands, so far they do not acknowledge British supremacy; and the converse is true. The idea is firmly fixed in the Native mind; so much so that a wide-spread combination has been formed to prevent the further alienation of land to the Europeans; the prevailing sentiment being that with the surrender of their land they part with their nationality.
>
> Here lies one great difficulty, involving risk to the peace of the Colony. The first step to a peaceful solution of it must be to obtain by purchase the voluntary cession by the Natives of their seigniory of the soil.[610]

With the exception of the purchase of the Middle Island, Sewell added, little or nothing had been done with respect to such purchasing. Grey, he claimed, completed 'scarcely any purchases,' although on the eve of his departure he had initiated the system of purchasing then in place. The limits to purchasing posed by the existing Land Fund, and the rising cost of acquiring land from Maori, Sewell predicted, would leave the colony with no alternative 'but to adopt the dangerous expedient of abandoning the Queen's pre-emption right.'[611]

Featherston's quest

With the Compact in place and anxious to accelerate the pace of land purchasing in Wellington Province, Featherston's 'party' pressed for an increase in the province's allocation of land purchase monies and offered to assist the General Government to finance purchases, while Featherston sought appointment as his province's land purchase commissioner. In July 1856 he pressed the Colonial Secretary for the 'immediate acquisition' of Forty Mile Bush, and noted that 'Should the General Government not have the funds available for the purpose, I am prepared, on behalf of the Provincial Government, to advance whatever sum may be required.'[612] He repeated that offer on 3 September and added that 'Should the Government not be able to spare Mr McLean, or any other Officer of the Land Purchase Department, I

[610] Memorandum from Mr Sewell to Secretary of State 8 May 1857, AJHR 1858, B8, p13.
[611] Memorandum from Mr Sewell to Secretary of State 8 May 1857, AJHR 1858, B5, p.14.
[612] Featherston to Richmond 24 July 1856, ANZ Wellington AEBE 18507 LE1 18 1858/226 Alt No 40. *Supporting Documents*, pp.358-443.

venture very respectfully to urge that I may be empowered to complete the purchase, not only of this, but of some other Blocks, which can now be acquired at a far less cost and in a far more satisfactory manner than previous purchases have been effected.' The alternative, he suggested, was that an officer of the Department should be stationed permanently in Wellington.[613]

While Featherston's offer of funding was welcomed, his claim for power to complete the purchase was rejected.[614] Featherston promptly affirmed his offer with respect to funding, except now any monies advanced would be in the form of repayable loans and would be employed to purchase not only Forty Mile Bush but also 'certain other Districts which the Natives are willing to sell and which the Provincial Government are desirous of acquiring at the earliest possible period.'[615] Further, he pressed to have McLean or some other officer stationed in Wellington: in January 1857 G.S. Cooper was 'permanently appointed Land Purchase Commissioner for the Wellington Province.'[616] In fact, the Crown continued to focus its land purchasing efforts in the Wairarapa and Ahuriri districts rather than on Wellington's west coast. Hence, in February 1857, Featherston again pressed Richmond to station a land purchasing officer in Wellington itself, and demanded the right to specify the districts in which the land purchase commissioners should be directed to operate.

> The whole Community [he claimed] are so indignant at the manner in which this question [land purchasing] has been trifled with by the General Government or rather by His Excellency the Governor acting upon the advice of irresponsible advisers in whom the Settlers feel as little confidence as they did in the Protectors under Captain Fitzroy's Government, that the Provincial Council have unanimously memorialised Her Majesty to delegate to Superintendents of Provinces the power of extinguishing the Native Title.[617]

It was made clear to Featherston that the Governor objected to any arrangement that would place officers of the Land Purchase Department in direct communication with

[613] Featherston to Richmond 3 September 1856, ANZ Wellington AEBE 18507 LE1 18 1858/226 Alt. No. 40. *Supporting Documents*, pp.358-443.
[614] Sewell to Featherston 18 September 1856, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[615] Featherston to Richmond 10 October 1856, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[616] Featherston to Richmond 24 November 1856 and Stafford to Featherston 9 January 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[617] Featherston to Richmond 5 February 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.

a provincial government. The most that Richmond would offer was to consider and represent any matters connected with land purchase operations that Featherston cared to advance.[618] Not content, Featherston continued to press for full provincial control over the management of 'Native affairs.' The General Government flatly rejected his demands, Richmond expressing the hope that 'Your Honor's judgment will … save the Executive of Wellington from a course so fraught with confusion, and in its ulterior consequences, even with disaster, as would be the unauthorised interference with pending negotiations with the Natives.' The Government, he indicated, was prepared to defend this branch of the Royal Prerogative by all constitutional and legal means against whatever encroachments might be attempted.' [619] Rebuffed, Wellington's Chief Land Commissioner, William Fox, and Featherston responded with a steady flow of complaints over McLean's incomplete purchases.

The 'Temporary Loan' of 1856

While awaiting imperial approval for the proposed £500,000 loan, the General Assembly passed the New Zealand Debenture Act 1856 to empower the Government to raise 'a temporary loan [of up to £100,000] for the public service of the Colony of New Zealand.' Of that sum, £40,000 was allocated to the Land Purchase Department, and of that sum £15,000 (less a share of departmental expenses) was allocated Wellington partly to complete purchases on which payments had been made and partly to effect purchases in respect of which negotiations had been initiated. Although the prospects for acquiring additional blocks appeared promising, the Crown had been unable to make any advances. With the concurrence of the General Assembly, the General Government applied for an Act of the Imperial Parliament to repeal that provision of the Constitution Act whereby the cost of extinguishing Native title was borne by the colony's general land fund and to re-designate that fund as provincial revenue. While, as Richmond advised Featherston in September 1857, the outcome of the application was not yet known, it had been 'virtually decided' that the existing provisions of the Constitution Act respecting land purchases should no longer be acted upon. 'The present advisers of the Crown in this Colony consider themselves

[618] Richmond to Featherston 18 February 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[619] Richmond to Featherston 1 April 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.

precluded therefore from recommending the Governor to enter into any further engagements with the Natives in the Province of Wellington the fulfilment of which might make it necessary that His Excellency should resort to the power over the land fund vested in him by the 62nd section of the Constitution Act.'[620]

By September 1857, the £15,000 allocated from the Temporary Loan to the purchase of land from Maori in Wellington Province had been practically fully committed: £5,735 had been used to complete purchases on which advances had been made; £7,000 had been employed to effect purchases negotiations for which had been initiated; and £2,265 had been allocated to new purchases. In addition, from the £15,000 'a fair proportion' of the expenses of the Land Purchase Department would be deducted. Unable to make any further advances, Richmond proposed that the Wellington Provincial Government should provide funds (£25,000 within 12 months) to sustain, *ad interim*, the operations of the Land Purchase Department, including the purchase of 'Lower Manawatu.'[621] Featherston, discerning an opportunity to pursue his quest for influence if not control over Maori land purchasing within Wellington Province, indicated that the Province would provide £25,000 ('or even £50,000') but subject to a number of conditions, including a requirement that top priority be accorded to the purchase of the Seventy Mile Bush and Manawatu districts, 'these being regarded as the lands most essential to the future development of the Province as a whole,' followed by, among others, the Waitotara and Horowhenua blocks. A further condition was that McLean should be directed to undertake and complete those purchases 'without any further delay …' while Featherston made it plain that the expectation was that whatever sum the Province supplied would be repaid out of the £500,000 loan.[622]

Those conditions were not entirely acceptable to the Government, but before final terms were agreed the General Government, assured of the Imperial Guarantee in respect of the £500,000 loan, advised Featherston that it would not require provincial

[620] Richmond to Featherston 2 September 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents,* pp.358-443.
[621] Richmond to Featherston 2 September 1857, Wellington Provincial Council, *Votes and Proceedings*, Session VI, 1858, Council Paper, pp.1-2.
[622] Featherston to Richmond 3 September 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents,* pp.358-443. See also Featherston to Richmond 3 September 1857, in Wellington Provincial Council, *Votes and Proceedings*, Session VI, 1858, Council Paper, pp.4-5.

funds. It was prepared, it indicated, to continue negotiations for the purchase of land in Wellington Province and indeed that it accepted Featherston's purchase priorities and would recommend to the Governor accordingly. At the same time, future purchases on the Province's east coast would 'not be wholly subordinated to purchases on the West Coast …'[623] Richmond also made it clear that the General Government did not accept Featherston's claim to be 'the sole depository of local experience respecting the Province of Wellington and the sole person capable of directing land purchases within its limits in such a manner as to render those purchases available for the progress and settlement of the country.' Responsibility for purchasing, he was informed, would remain with the Native Land Purchase Department. [624] Featherston's bid for control of land purchasing had again failed.

Featherston was not alone in pressing for purchases on the west coast. In November 1857, Stafford, noting that land purchasing in Wellington Province had been suspended for want of funds, pressed for acquisitions in the Manawatu 'both because the land concerned is generally of a most valuable description eminently suitable for colonization, and that it is only recently that the long continued opposition on the part of the Natives to part with it appeared likely to be removed.' Many letters, he claimed, had been received from Maori asking that McLean visit with a view to negotiating purchases. If such purchasing were not immediately undertaken, he added, 'an irregular and embarrassing occupation will take place …' in both the Manawatu and the Rangitikei districts. 'It is also desirable that land in that part of the Waitotara district nearest to Wanganui should be obtained if the natives are disposed to part with it.'[625]

Towards the end of December 1857, the Colonial Treasurer prepared a series of recommendations for McLean in which he nominated various blocks for purchase. They included the 'Upper Manawatu,' and 'Any blocks on either bank of the Manawatu River or elsewhere on the Straits which the Natives interested may be

[623] Richmond to Featherston 2 and 12 December 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[624] Richmond to Featherston 12 December 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No. 40. *Supporting Documents*, pp.358-443. See also Richmond to Featherston 12 December 1857, in Wellington Provincial Council, *Votes and Proceedings*, Session VI, 1858, Council Paper, pp.5-6.
[625] E.W. Stafford, Memorandum 17 November 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.

generally prepared to alienate.' McLean was instructed to enter into 'collateral arrangements' with Maori over reserves, such agreements to be given effect to under the New Zealand Native Reserves Act 1856. Where purchases involved large sums, the vendors were to be 'induced to enter into collateral agreements with Government that some proportion … shall be laid out for their special benefit, in Hospitals. Schoolhouses, Mills or other works of permanent utility.' No grants, pensions, or other special terms were to be proposed without the Governor's prior consent, while McLean was instructed to report on the prospects for 'individualizing' titles as purchasing proceeded. 'Inaccessible and sterile districts not to be purchased …' Small blocks, that is, those under 25,000 acres and especially where located near centres of Maori settlement, were 'only to be bought under exceptional circumstances as where required to connect prior purchases or likely to lead to further sales.' No purchases were to be undertaken where 'the existing state of the Native mind may appear to render it impolitic to open negotiations.'[626]

In March 1858, the Wellington Provincial Council passed (without dissent) a resolution calling for the presentation of an address to the Governor:

> … urging upon him the vigorous undertaking of negociations [*sic*] for the purchase of the Manawatu district from the natives, with a special view to the reserving such district from occupation as sheep or cattle runs, in order that a great public want may be supplied in offering that district for sale and occupation by freeholders and especially those of small means.[627]

In response, the Colonial Secretary indicated that negotiations were 'in active progress' for the purchase of the Manawatu district.[628] In fact, Ngati Raukawa remained opposed to the sale of the Manawatu lands and to any move on the part of Ngati Apa to dispose of their interests: thus the missionary Richard Taylor, in October 1856, informed McLean that while Nepia Taratoa still acknowledged the rights of

[626] Colonial Treasurer, Memorandum on Purchase of Native Lands, 21 December 1857, ANZ Wellington AEBE 18507 LE1 1858/226 Alt. No.40. *Supporting Documents*, pp.358-443.
[627] 'Provincial Council,' *Wellington Independent* 27 March 1858, p.3.
[628] Colonial Secretary to Speaker, Wellington Provincial Council 19 April 1858, in Wellington Provincial Council, *Votes and Proceedings*, Session VI, 1858.

Ngati Apa, nevertheless 'says they cannot sell it.'[629] Such rights as Ngati Apa possessed were, in Nepia's mind at least, of a lesser order than unfettered ownership.

The control of 'Native policy'

Responsibility for 'Native affairs' was one of the many matters raised during the debates over the establishment of responsible government in New Zealand. In April 1856, the Governor made it clear that he would retain control 'of all dealings with the Native tribes, more especially in the negotiation of purchases of land.'[630] Over strong objections, that declaration was accepted: a Native Secretary and a Land Purchase Commissioner, both responsible to the Governor, were appointed and subsequently merged into a single position occupied by Donald McLean. It is worth noting that that union was criticised on the grounds that it conflated the political function of government with its commercial function, with the result, according to an October 1861 Minute prepared by Ministers for Governor Grey, that a suspicion had been created among Maori 'that all the acts of the Government originate in a desire to get possession of their land. They have learned to look upon the Government as gigantic land broker …'[631] McLean resigned from the Native Secretaryship in 1861 but remained as Chief Land Purchase Commissioner until the passage of the Native Lands Act 1862. Fargher noted that waiving the Crown's right of pre-emption and allowing direct purchase had rendered the Land Purchase Department redundant.[632]

Throughout the 1850s, Featherston, citing section 73 of the Constitution Act 1852, pressed, unsuccessfully, for the delegation of responsibility to provincial superintendents.[633] In March 1857 Wellington's members of parliament memorialised the Imperial Government over the difficulties they claimed were obstructing 'our progress as a Settlement, in consequence of the inability of Superintendents of

[629] McLean Papers, ATL MS-Copy-Micro-535-093a. Cited in Armstrong, '"A sure and certain possession,"' p.203.
[630] Ministerial Government. Minute of His Excellency as to the relations between himself and his responsible advisers, *Votes and Proceedings of the House of Representatives* 1856. See also *Daily Southern Cross* 29 April 1856, p.2.
[631] Minute by Ministers on the existing machinery of Government for Native purposes, 8 October 1861, AJHR 1862, E2, p.9.
[632] See Ray Fargher, *The best man who ever served the Crown?* p.235.
[633] See, for example, his opening address to the fourth session of the Wellington Provincial Government delivered on 30 January 1857, 'Wellington,' *Daily Southern Cross* 6 February 1857, p.4.

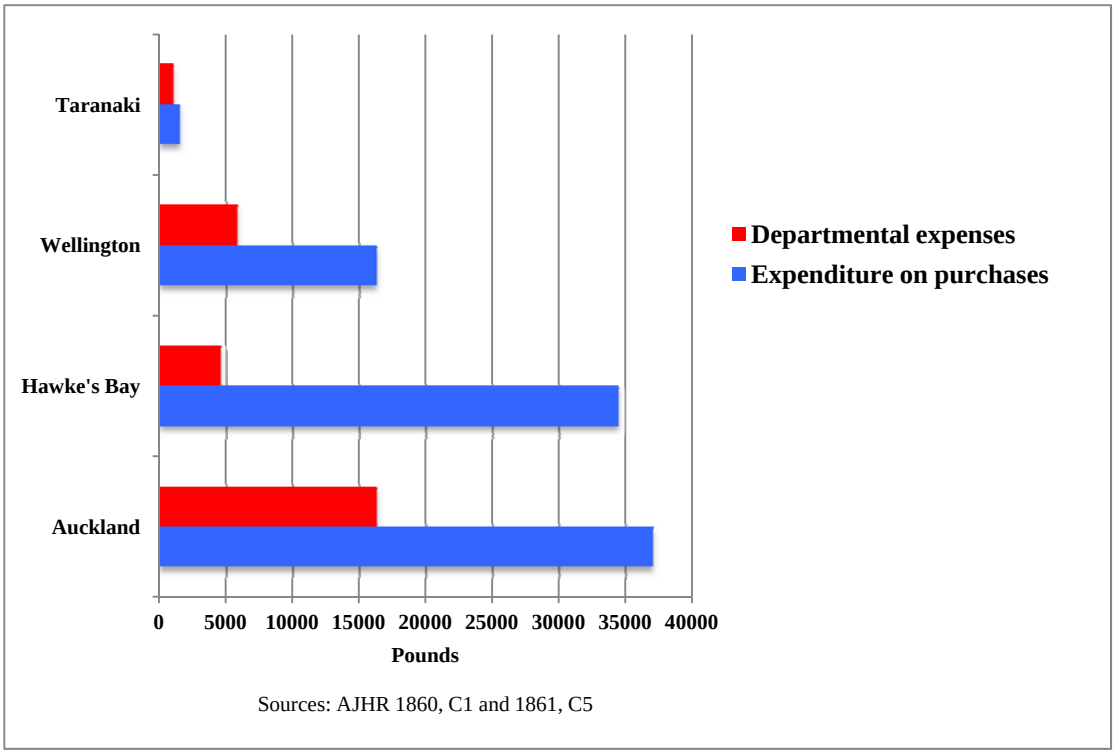
Provinces to negotiate with the aboriginal inhabitants for the disposal of their Waste Lands.' A distant (Auckland) government apparently indifferent to the needs of the Province of Wellington necessitated, it was argued, the delegation contemplated by section 73.[634] Of particular urgency, claimed the *Wellington Independent* in August 1857, was the acquisition of the Manawatu: Maori, it reported, were apparently 'eager to sell …' but that 'No Commissioner has yet appeared to commence negociations [sic] …' [635] The Imperial Government declined to accede to the request. [636] Concurrently, Parliament was again pressed by Wellington residents to acquire, among other districts, the Manawatu, one of the finest tracts in the whole Country …' the owners of which, it was claimed, were 'for the most part very desirous of selling the bulk of their lands to the Government …' The petitioners claimed that despite frequent representations by the Superintendent to press on with purchase, the government had made no effort in that direction. Their solution remained the transfer of the power of purchase to the Superintendent.[637]

Neglect and waste: Featherston's narrative

Never willing to concede defeat, Featherston continued to criticise both the Stafford Ministry (2 June 1856 – 12 July 1861) and the Native Land Purchase Department for their approach to land purchasing in Wellington Province. In a debate, in 1860, on the state of the General Government's finances, he recorded that while, of the £54,000 allocated to Wellington, £46,382 had been expended, almost two thirds (£30,188) had been expended in what had become the Province of Hawke's Bay and a mere £16,194 in the existing Province of Wellington. Of that last sum, no less than £4,633 constituted departmental expenses, and that, in Featherston's view, constituted a 'scandalous waste of the public money …' Moreover, those monies had in fact been employed by land purchase commissioners acting as 'political agents … occupied with business entirely foreign to the duties for which they are paid.' He thus demanded the immediate dismissal of Searancke's staff, with Wellington to retain just

[634] 'Native land purchases,' *Daily Southern Cross* 17 March 1857, p.3.
[635] 'The waste lands,' *Wellington Independent* 8 August 1857, p.2. In the manner of the day, the journal published an editorial criticising the existing arrangements over land purchasing.
[636] H. Labouchere to Governor Gore Browne 16 December 1857, in Wellington Provincial Council, *Votes and Proceedings*, Session VI, 1858, Correspondence.
[637] 'Petition relating to the waste lands,' *Wellington Independent* 12 August 1857, p.5 (Supplement).

a district land purchase commissioner with the Provincial Government supplying the surveyors.[638] Graph 4.1 sets out the details covering the period to 31 March 1861.



Sources: AJHR 1860, C1 and 1861, C5

Graph 4.1. Expenditure of the allocation of £180,000 to Maori land purchase, to 31 March 1861

In August 1860 the Stafford Ministry was defeated by 24 votes to 23. The Wellington 'party' played a prominent role in that defeat, the 24 votes including eight Wellington members, among them, the close political allies Featherston, Fox, and Fitzherbert. The Stafford Ministry was thus succeeded by the Fox Ministry of 12 July 1861 to 6 August 1862: Featherston briefly served as Colonial Secretary. While the proximate cause of Stafford's defeat lay in his Ministry's handling of relationships with Maori, behind it lay several major issues, among them the balance of power between central and provincial governments and the struggle over what was termed 'responsible government in Native affairs.' Featherston and his followers were both ardent

[638] NZPD 1860, p.527.

provincialists and, with respect to 'Native afffairs,' ardent supporters of ministerial control.

In a major speech on 3 September 1861, Fox set out his Ministry's policy on 'the Native question.' The objective, he declared, was to restore trust and confidence on the part of Maori and to that end he proposed to terminate all land purchasing, at least for the time being and until some tribunal could be established to investigate Native title, adding that 'There must be an end for ever to what the Natives called this "teasing about land," the continual irritation which existed under the present system.' The establishment of such tribunal or tribunals, he predicted, would allow the abolition of the Land Purchase Department and allow, with respect to land, direct negotiation between Maori and settlers. The new ministry also proposed to offer Maori political institutions, for their own self-government, based as far as possible on those already existing, notably runanga. On the relationship between general and provincial government, Fox made it clear that he regarded the provincial governments 'as the principal means provided by the Constitution Act for developing the resources of the Colony. They should be found rushing into … ultra-provincialism, but they were determined to support the Provinces in the full and useful exercise of the powers bestowed on them by the Constitution Act …'[639] Subsequently Fox made clear his view, on the matter of 'teasing,' that:

> There must be no more of … this sending up and down the country of the subordinate officers of the Land Purchase Department, to worry the Natives into sales – men, many of them utterly unfit for the offices they fill, and whose conduct is such as to degrade the Government and overwhelm it with contempt in the Native eye … we must absolutely separate the land purchasing function of the Government from its political functions. Never was there a greater mistake than the union of those functions. The object no doubt has been to enable the Native Secretary to obtain political influence by the expenditure of the large sums which passed through his hands as Land Purchase Commissioner, and which has [*sic*] been recklessly spent, under the name of 'ground bait' and as instalments on imaginary purchases. Many thousands of pounds of borrowed money have been thrown away by that department in this manner, and in the maintenance of disreputable officials … The result is that, in the eyes of the natives, the Governor has become a gigantic land broker, and every attempt to improve their condition is tainted with the desire to take their lands. [640]

[639] 'Ministerial policy,' *Taranaki Herald* 27 July 1861, p.3.
[640] 'Native affairs,' *Colonist* 18 October 1861, p.3.

His Ministry would keep the two offices separate, while also abolishing, if possible, that 'temple of mystery, the Native Secretary's department.'[641] Between 4 and 6 September 1861 the House of Representatives undertook to consider the Land Purchase Department's estimates for the ensuring year 'upon the express declaration by the Government' that 'a thorough and radical change' would be made in the department's organisation, that 'the total separation' between land purchasing and political functions was essential, and that conduct of the 'ordinary business of Native Administration' should be the responsibility of Parliament.[642] Those resolutions reflected some anxiety at the impending return as Governor of George Grey: Grey, it was suspected, would not submit to any Ministry over any matter, least of all in respect of Native affairs. Fox was plainly intent upon abolishing the Department, although Mantell (as Native Minister) appears to have been averse to that course of action.[643] During consideration of the Department's estimates (prepared by McLean), Featherston and Fox, in a clear effort to dismantle the Department, unsuccessfully endeavoured to reduce the salary component and to have the district land purchase commissioners struck off its establishment. The House did agree to a series of resolutions proposed by F.D. Bell (also in charge of the Native Office) that placed responsibility for the administration of Native affairs under the Native Minister and left certain other matters, chiefly defence, to the Governor.[644]

'A proper system of dealing with Native lands'

Organisational and administrative changes constituted one element of a far-reaching reformulation of 'Native policy' that would bring to an end the Crown pre-emptive system of Maori land purchase, with one major exception, the 'Manawatu block.' In January 1862, in a speech in Napier, Crosbie Ward (Postmaster-General and then Secretary for Crown Lands) set out some details of the Ministry's Native policy. It is sufficient to note here that he defined the objectives as to introduce 'a proper system of dealing with native lands,' to introduce among Maori 'law and good government

[641] 'Native affairs,' *Colonist* 18 October 1861, p.3.
[642] See also *Wellington Independent* 5 November 1861, p.5.
[643] Untitled, *Daily Southern Cross* 10 September 1861, p.3.
[644] 'House of Representatives,' *Daily Southern Cross* 10 September 1861, p.4.

generally,' and to encourage Maori to look after their own affairs 'in general.' He went on to observe that:

> The recognition of the native ownership [of the land] was as old as the foundation of the colony; and it was too late in the day to promulgate a different doctrine,' and that 'The Government, although it recognised the right of the natives to deal with own lands, and meant to adhere to that proposition, did not mean to allow them to act unrestrained – to lease or sell in the haphazard manner. The limitation … as a positively necessary one – that no selling or leasing would be permitted until such time as the native title be determined.

At the very end of his address, Ward noted that 'the title would continue to be, as now, a tribal one since the Government would for the present wish to prevent individualisation of title …''[645]

Ward's speech was hailed as marking a dramatic shift in policy, as heralding the abandonment of the existing system of Maori land purchase, that is, purchase by the Crown for re-sale at advanced prices to settlers, the very system that successive governors had insisted was essential to the maintenance of peace and order in the colony. Under the policy, Maori would regain the right to manage their own lands, title investigation would precede alienation, and alienation would involve iwi collectively. 'In all of this,' proclaimed the *Press,* 'there is not a word which will not be received with undisguised pleasure by all those who have endeavoured to upset the Native Land Purchase Department.' Once confident that they could secure market values for their land, Maori, it was confidently predicted, would readily sell.[646] While Ward's announcement was greeted with acclaim in some quarters, it is likely to have occasioned considerable anxiety in others. Featherston no doubt welcomed the end of the Land Purchase Department, but as events would demonstrate, he hardly viewed the other elements of the policy with the same equanimity.

Featherston moved with considerable alacrity, for early in April 1862, well in advance and indeed perhaps in anticipation of the introduction of the Native Land Bill, Premier Fox informed him that 'In order to enable the present Government to avail

[645] 'Hawke's Bay,' *Press* 8 February 1862, p.4.
[646] 'The abandonment of the Native land purchase system,' *Press* 15 February 1862, p.1.

themselves of Your Honor's valuable aid and influence in the purchase by the Crown of Native lands in the Province of Wellington His Excellency the Governor has been pleased to authorise you, while holding the Office of Superintendent of Wellington, to act as Commissioner of the Extinguishment of Native Title in that Province.' Featherston was provided with a copy of the letter in Te Reo.[647] The file offered no indication whether that appointment carried with it any terms or conditions, nor is it known whether the appointment had been secured as a condition for the 'Wellington party's' continued support of the Fox Ministry. Neither Fox nor Featherston appeared to contemplate an early end to Crown pre-emptive purchasing in Wellington Province.

Featherston announced his appointment in his opening address to the second session of the third Wellington Provincial Council. In terms that would come to embody the narrative with which he would approach Maori – and that would come to carry a heavy irony – he suggested that the Council would be 'gratified to learn that this Province has at last been relieved, both of the heavy expense, and of the mischievous obstructiveness of the Land Purchase Department.' He went on to add that:

> There will no longer be that antagonism between the General and Provincial Governments, in regard to land purchases, so calculated to impair and destroy the influence of both. The subordinate officers of the Land Purchase Department will not longer be political agents employed, for party purposes, to engender distrust of the authorities, and so to foment rather than to adjust disputes with the Natives about Land. The Superintendent … cannot fail to acquire an accurate knowledge of the feelings, wishes, and requirements of the Natives, and thus be able to second far more effectually than he otherwise could do, his Excellency's Government in their endeavours to remove existing causes of irritation, and to revive that confidence in the Government which has been so grievously impaired by the proceedings of the late [Stafford] Administration. While on the one hand there will no solicitation – *no teasing* of the Natives to part with a single acre of their lands, yet on the other hand, they well know and feel that in the event of their wishing to sell, they will not be subjected to the vexatious delays hitherto occasioned by the necessity of referring every negotiation to a distant authority …

[647] Fox to Featherston 7 April 1862, in ANZ Wellington WP3, Box 10, 1862-1862. Gilling recorded that 'Featherston was the holder of a double royal commission as a result of Fox's promise [to arrange a judicial investigation of the Rangitikei-Manawatu block] … He received an ordinary land purchase commission, but he also had issued to him a commission empowering him to judicially [*sic*] investigate and determine the Maori customary title of the rival claimants.' No source was cited for that assertion. See Gilling. '"A land of fighting and trouble,"' p.79.

Featherston concluded by suggesting that of the £27,000 allocated to the province for land purchases, the whole, with the exception of a few thousand, had 'disappeared,' and that some 30 percent had been 'frittered' away in Land Purchase Department expenses.[648] The *Wellington Independent* was pleased at the appointment, suggesting that 'The Fox Ministry deserve well of the province for thus placing in the hands of the Superintendent the Land Purchasing powers so often asked for, but heretofore so steadily and injuriously denied.'[649] On 4 June 1862 the Council authorised the Superintendent 'to make payments for any blocks of land that may be purchased within the Province;' should the Provincial Government not have the required funds, the Superintendent was authorised to secure 'temporary advances from any or either of the local banks to an extent not exceeding in the whole the sum of twenty thousand pounds (£20,000) on the condition that such advances shall be paid out of the first proceeds arising from the sale of such blocks of land, and shall be regarded as a first charge on the same.'[650]

While not prepared to cavil at Featherston's appointment, some sections of the colonial press were less enthused by the 'tirade' directed against the Land Purchase Department. The *Hawke's Bay Herald,* for example, suggested that 'Whilst the duty of acquiring native lands may in some exceptional cases be advantageously performed by a Superintendent, we conceive that it would be highly impolitic to adopt any general rule by which such power should be delegated to Superintendents of Provinces *ex officio;* for those officers are peculiarly liable to local pressure, and any injudicious action on their part might involve the Colony in fresh disputes similar to that of Waitara …'[651] It was a timely if not prescient warning, nor would it be the last time that sections of the colonial press would offer such criticism. Featherston was unruffled, while the basic elements of the narrative that he would employ had begun

[648] 'Speech of His Honor,' *Wellington Independent* 9 May 1862, p.3. The Land Purchase Department was finally abolished in May 1865. A proclamation announcing the disestablishment of the Native Land Purchase Department and the revocation of all commissions authorising the purchase of lands on behalf of the Crown was issued in June 1865. See 'Proclamation,' *New Zealand Gazette* 19, 7 June 1865, p.168. The demise of 'that fatal and secret Department' was welcomed, the *Press,* for example, insisting that its agents, had employed 'a not unskilful but pernicious diplomacy' when seeking to persuade Maori to sell and that through it the government had emerged 'at once the purchaser and sole judge whether the purchase was valid,' and the Governor reduced to 'a land jobber.' See 'The Native Land Purchase Department,' *Press* 15 June 1865, p.2.
[649] 'Summary,' *Wellington Independent* 9 May 1862, p.4.
[650] 'Provincial Council,' *Wellington Independent* 10 June 1862, p.3.
[651] 'Hawke's Bay monthly summary,' *Hawke's Bay Herald* 29 May 1862, p.1.

to emerge, namely that the Superintendent of the Province was best placed to conduct land purchasing within the Province and that such purchasing would be conducted in a straightforward manner, with despatch and economy, and in a manner calculated to instil trust and confidence among Maori.

The Native Lands Act 1862

The Native Lands Act 1862, promising as it did, 'a complete revolution in the native policy of the country,' including the abandonment of the Crown's right of pre-emption, the commutation of Native into English titles, and 'direct purchase,' had a long gestation.[652] Loveridge traverses that background, including the report of the 1856 Board of Inquiry into Native Affairs; Fenton's proposals of 1856-1857 and 1859; Richmond's Native Territorial Rights Act 1858; the Auckland-based 'Direct Purchase Move;' the legislative proposals of 1860; and the Colonial Office's 1860 plan for a 'Native Council of New Zealand.[653] At the Kohimarama Conference, held in July 1860, an effort on the part of the Crown to isolate the Kingitanga, a wide range of issues was discussed, including the resolution of disputes involving land. In the Governor's view, most of the 'feuds and wars' among iwi had their origins in the 'uncertain' tenure under which Maori held their land. He thus proposed a system of Crown Grants under which every chief and member of his tribe would secure legally enforceable grant for as much land as they could possibly desire or use.[654] Those from Ngati Toa, Ngati Raukawa, and Ngati Apa in attendance all signified their support for Gore Brown's proposals for the 'individualisation' of Native customary title, discerning in the process a means not only of resolving disputes but also of fostering the development of land.[655]

In a lengthy letter addressed to Grey in June 1861, Newcastle made it clear that the Imperial Government would 'assent to any prudent plan for the individualization of

[652] That assessment was offered in Editorial, *Lyttelton Times* 11 October 1862, p.4.
[653] Donald Loveridge, 'The origins of the Native Lands Acts and Native Land Court in New Zealand,' (commissioned research report, Wellington: Crown Law Office, 2000). For the Board of Inquiry into Native Affairs, see AJHR 1856, B3.
[654] 'Message No.2,' *Maori Messenger/Te Karere* 31 July 1860, p.32.
[655] *Maori Messenger/Te Karere* 31 July 1860, p.38. Those attending included Tamihana Te Rauparaha and Ropata Hurunutu of Ngati Toa; Hukiki, Ihakara, and Parakaia Te Pouepa of Ngati Raukawa; and Wiremu Tamihana Te Neke of Te Ati Awa.

Native Title, and for direct purchase under proper safeguards of native lands by individual settlers, which the New Zealand Parliament may wish to adopt.'[656] Thus charged with working out an accommodation between Governor and Ministry over the administration of Native Affairs and with determining whether the Crown should maintain its right of pre-emption, Grey formulated a series of proposals for 'Native Government.' It is not necessary to traverse the details other than to note that the district runanga envisaged would have power 'Of providing for the adjustment of disputed land boundaries, of tribes, of hapus, or of individuals, and for deciding who may be the true owners of any Native lands.' Further, the 'Civil Commissioner' and the runanga of each district would be 'authorised to report the size of farms which farmers would require …' while further provisions would regulate the alienation and occupancy of such farms. [657]

Although apprehensive over the likely costs involved, the Fox Government agreed to fund Grey's scheme with the exception of the proposed restrictions on the right of Maori to sell land. That restriction, it suggested, would impede the opening of land to settlers. Buller, appointed resident magistrate in 1862, was charged with persuading west coast Maori to adopt it. During May-June 1861, assisted by Tamihana Te Rauparaha, Buller outlined the proposals during a series of hui. He subsequently reported that Maori at Otaki were evenly split in terms of support, that those at Manawatu offered support, while at Rangitikei and Turakina Ngati Apa also supported the proposed new institutions. On the other hand, those at Ohau and Waikawa, being 'fully committed to the King movement,' rejected them, while those at Waikanae were non-committal. According to Tamihana Te Rauparaha, Ngati Rakau, Ngati Whakatere, Ngati Parewahawaha, and Ngati Apa supported the introduction of the new institutions; Ngati Huia were more circumspect; Muaupoko offered speeches that were 'soft' (translated as 'moderate'); while at Ohau and Waikawa, Te Mateawa and Ngati Teihiihi declared for the King.[658] In the event, Grey's scheme was never fully implemented, only the resident magistrates, assisted

[656] See Newcastle to Grey, AJHR 1862, E1, Section III, p.4.
[657] These are set out in detail in AJHR 1862, E2, pp.10-12.
[658] See Minute by Governor Sir George Grey on the subject of His Excellency's plan of Native Government, AJHR 1862, E2, pp.11-12; AJHR 1862, E9, Section IX; Tamihana Te Rauparaha to Editor, *Wellington Independent* 9 June 1862, *Wellington Independent* 13 June 1862, p.3; 'State of Natives in the Wellington West Coast District,' *Wellington Independent* 12 August 1862, p.5; 'The Governor's visit to Otaki,' *Wellington Independent* 2 October 1862, p.3.

by Maori assessors, enduring. Buller was careful to appoint assessors from a number of iwi/hapu.[659]

The Fox Ministry's Native Lands Bill, 1862

In May 1862, the Fox Ministry introduced a Native Lands Bill into Parliament. A copy has not been located but the *Press* carried a 'sketch' in which it listed its provisions as:

> 1. The Governor was empowered to ascertain the proprietors of any Native lands and by Order in Council declare such persons, whether tribes, sub-tribes, hapu, or individuals were the 'native proprietors.'
> 2. The Governor was empowered to determine who, according to Native custom, could act as the representatives of the owners, such representatives to act for the proprietors.
> 3. The Act was 'only to be put into force upon application by the natives in each case.'
> 4. The Governor could make regulations, on the recommendations of the proprietors, for sale or lease of their lands or for partitioning them among themselves.
> 5. The Governor could issue Crown Grants for lands obtained from Maori.
> 6. Surveys to be conducted at the cost of the 'General Revenues.'
> 7. In such regulations provision could be made for raising a revenue out of land sold, whether by rents, absolute payments, or deferred payments, such revenues to be expended in surveys, public, works, schools, mills, or other buildings, grass seed or agricultural implements &c 'and generally for such purposes of local advancement of the native inhabitants as may be thought fit.'[660]

There was nothing in the draft measure to suggest that the Crown proposed to waive its pre-emptive right of purchase. In the event, it did not proceed, the Fox Ministry substituting therefor the Native Lands Regulation Bill. That measure was read for a first time on 22 July 1862: among other things, it would have declared that all lands over which Native title had not been extinguished to be the absolute property of their owners who could dispose of those lands as they saw fit. It also proposed to empower the Governor to constitute courts, 'composed wholly or partly of persons of the native race,' to identify owners 'according to native custom' and their respective shares and

[659] Galbreath, *Walter Buller,* p.51.
[660] 'Legislation in the coming session of the General Assembly,' *Press* 10 May 1862, p.2. See also Untitled, *Hawke's Bay Herald* 16 June 1862, p.2.

to grant to such persons certificates of title.[661] Whether the proposed Bill generated concern on the part of the 'Wellington Party' is unclear. In any case, the Fox Ministry was defeated over the matter of Native policy, its initiation, control, and administration. Ironically, the House of Representatives turned away from its 1861 resolutions that had envisaged the transfer of responsibility from the Governor to Ministers: the fear appears to have been that Grey would 'eventually let the colony into the bucket for the whole or the greater part of the cost of future government of Natives and any war that may arise.'[662]

The Domett Ministry's Native Lands Bill, 1862

The Fox Ministry was replaced by the Domett Ministry in which Dillon Bell served as Native Minister: it retained office from 6 August 1862 to 30 October 1863. The new ministry quickly introduced its own Bill, entitled *An Act to remove restrictions which now exist upon the sale and occupation of Native lands in New Zealand.* On 24 August 1862 in a memorandum addressed to Grey, Domett noted that the Bill differed materially from that introduced by the Fox Ministry, and indeed from Grey's own proposals published late in 1861. At its heart, he noted, lay 'the unqualified recognition of the Native title over all land not ceded to the Crown, and of the Natives' right to deal with their land as they pleased, after the owners, according to Native custom, have been ascertained by Courts to be established for the purpose.'[663] In response to Domett's invitation, Grey approved the principle of the Bill which he understood to mean 'That the Natives of New Zealand should be allowed to have as good a title to their lands as Europeans, and that they should, in the event of their disposing of or renting these lands, be allowed to obtain the value of such lands.'[664]

The new measure was thus intended to abolish pre-emption and to introduce a new form of indigenous land tenure, in effect to replace pre-emption with free trade and thus, as Dillon Bell observed, 'reverse the policy that has guided the Government in

[661] 'Sale of Native Lands Act,' *Daily Southern Cross* 2 September 1862, p.4.
[662] 'Wellington,' *Otago Daily Times* 12 August 1862, p.5.
[663] Domett to Grey 24 August 1862, in AJHR 1863, A1, pp.7-8.
[664] Grey to Domett 25 August 1862, AJHR 1863, A1, p.8.

its relations to the Natives on the land question for the last twenty years.'[665] The measure was based on the assumption that, once titles had been defined and ownership had been confirmed and registered, Maori were capable of exercising all the rights of ownership.[666] Unsurprisingly, the new measure provoked a vigorous debate in the House of Representatives. According to Bell, the Bill set out to implement some of the key provisions relating to Maori land ownership as enunciated by Grey in October 1861 but provided that ascertainment and definition and registration of Native ownership should be conducted by and be the responsibility of a specially constituted court, not through runanga. The outcome would be to reverse the policy adopted by the government over the past 20 years with respect to Maori land ownership and thereby remove an entrenched suspicion held by Maori that the government was intent on taking their lands and thus to 'impoverish and degrade them,' while allowing them to sell or lease as they chose and so 'obtain the full benefit of their wealth.' In Bell's estimation, 'the one great mistake' lay in the government 'always trying to give them the least price they would accept for their land, in order that we might ourselves get the greatest profit we could by its sale.'[667]

Bell was fully aware that some provinces, faced with having to pay market prices for land purchased from Maori, would claim that the Bill would obstruct colonisation, reduce them to bankruptcy, constitute a violation of the 1856 Compact, and promote 'land-sharking.' Rumours abounded that Wellington Province would be so adversely affected by the proposed Bill that it would seek exemption from its operation. Bell endeavoured to anticipate those objections by indicating a willingness to introduce a clause excepting 'arrangements now pending, any contracts for sale or otherwise of land, in which the Provincial Governments are already engaged.' On the other hand, he was clearly determined not to except the Wellington Province in its entirety, suggesting that Maori would cease altogether selling land, and insisting (apparently

[665] NZPD 1862, p.608.
[666] For a discussion, see Boast, *Buying the land, selling the land*, pp.61-66; and Boast and Gilling, 'Ngati Toa land research programme: Report Two, 1865-1975,' Wellington, 2008, pp.38-43. Boast and Gilling suggested that the new system formed part of a process of individualisation of land tenure that commenced with the enclosure of the commons and continued into the Highland clearances, and paralleled similar efforts by governments in Mexico, the United States of America, and Hawai'i. See also Donald Loveridge, 'Origins of the Native Lands Acts and Native Land Court,' (commissioned research report, Wellington: Crown Law Office, 2001).
[667] NZPD 1862, p.611.

without a trace of irony) that 'it would be perfectly futile to propose that the principle [of the Bill] should be declared in one place and not in another.[668]

There were voices raised in opposition. Mantell, now clearly dismayed by his role in acquiring land from Maori, described land purchasing as 'a very dirty business' that had left Maori 'pauperized,' and claimed that Maori, once fully aware of the Bill's provisions, would not sell any more land except in accord with its provisions.[669] Featherston and the other Wellington members launched a multifaceted attack. Waring Taylor claimed that the Bill if passed would abrogate a principle of the Treaty, namely, that land should only be purchased by the Crown, and would destroy the land revenue and as a result immigration.[670] Carter insisted that the Bill would attract 'a host of land jobbers and speculators' and 'would inflict serious injury on the Province of Wellington, where Native lands could be acquired under the present system, where negotiations were pending, and where, in the Manawatu district, a block of a quarter of a million acres had actually been surveyed ready for sale.'[671] He proposed the exemption of certain portions of the province fit for colonisation lest financial embarrassment or ruin should follow.[672] Fitzherbert described the Bill as an infraction of the 1856 Compact, as 'a measure calculated to bring ruin on the Province of Wellington by destroying its land revenue and consequently stopping the means of colonization by the introduction of immigrants,' and denounced it as an 'absolute abrogation' of the Treaty.[673] The Wellington 'party' clearly favoured the much criticised Crown pre-emptive system of land purchase.

Featherston launched a major attack on the Bill towards the end of the second reading debate. 'It would,' he predicted, 'entail ruin on the Province of Wellington.' It 'abnegated the fundamental principle of the Treaty of Waitangi,' namely, that only the Crown could purchase land from Maori.[674] The principle of the Bill, he insisted, was diametrically opposed to Grey's proposals, and that Maori would become 'the

[668] NZPD 1862, p.613.
[669] NZPD 1862, p.620.
[670] NZPD 1862, p.623.
[671] NZPD 1862, p.623.
[672] NZPD 1862, p.624.
[673] NZPD 1862, p.632. There was some debate as to whether pre-emption meant the first right of or the sole right to purchase. See, for example, Domett in NZPD 1862, pp.649-651.
[674] NZPD 1862, p.646.

prey of land-sharks and land-jobbers.' In a clear reference to Wellington's position, he noted that large sums had been borrowed on the security of lands not yet purchased for the immediate execution of public works that otherwise would not have been undertaken for many years to come. The Bill constituted 'an absolute abrogation' of the 1856 Compact in that the £180,000 allocated for the purchase of Maori-owned land in the North Island had been made on the assumption that 'the Crown's right of pre-emption was to be reserved to the provinces of the North Island.' Insisting that in Wellington, Maori retained some 1.5 million acres 'comprising the richest lands in the colony' that would fetch from 10 to 20s per acre, was the House prepared, he asked, 'to fix this damage on the Province …' destroying its territorial revenue and halting systematic colonization. Featherston denounced the requirements for a new tribunal to determine ownership and issue certificates of title as 'the veriest shams – conditions that would be ignored and devised by both Europeans and Natives,' while claiming that the Bill would inaugurate 'a scheme of the most gigantic corruption and bribery,' sow distrust and suspicion, and issue in 'a war of extermination.'[675] Finally, Featherston insisted that the existing system of land purchase had benefitted Maori, claiming that 'no sane man believed that the Natives had not received full value for the land sold by them to the Government, the land having no value but what it acquired by colonization …' The government, he asserted, derived no profit from its sale of the lands acquired from Maori, the revenue generated being 'returned to the land in the shape of roads …' In the absence of pre-emption, 'the land would have fallen, for mere nominal sums, into the hands of landsharks, who would have made neither roads nor bridges, but held the land in an idle state in the hope of one day getting a large price for it.'[676] For his part, Fox denounced the Bill as 'hasty, ill considered, and imperfect.'[677] Not raised in the Wellington party's protestations was any mention nor even any passing reference to the interests, rights, and welfare of the owners of the lands that it so ardently coveted.

The Bill's supporters responded in kind. J.C. Richmond taunted the Bill's opponents with the claim that Wellington's land fund was 'already in a process of natural decay'

[675] NZPD 1862, pp.646-648.
[676] NZPD 1862, p.647.
[677] NZPD 1862, p.651.

and 'that systematic colonization was at an end already.' [678] Bell rejected Featherston's claims, in particular the latter's threat to claim £3 million as compensation for his province should the Bill pass.[679] Fox and Featherston both stood accused of inconsistency, the former on the grounds that his own Bill had contained similar provisions, the latter for his condemnation of Gore-Brown's stance over the Waitara purchase but now his defence of the Crown's pre-emptive right. Both also stood accused of a willingness and determination to sacrifice wider colonial for narrower provincial interests. [680] Such accusations did not deter the 'Wellington party' from using all means at their disposal to try to thwart enactment and indeed were accused of 'voting upon every question in a ruck.'[681] Of the ten votes opposing the enactment of a Bill that was hoped would help reshape relationships between Maori and Pakeha, seven were those of Wellington members.

Exempting the Manawatu

On 1 September 1862, Fitzherbert moved to have a provision inserted in the Bill to exclude certain districts in the Province of Wellington from the operation of the Act. The following day Native Minister Bell included in the measure a clause that came to stand as section 31. In effect the old regime of pre-emptive land purchasing would remain in the districts specified. H.F. Carleton (MHR for Newton 1861-1865) later claimed that the inclusion of the exemption clause was 'ill-doing on the part of Mr Fox's party among the Wellington members, and a blunder on the part of the Bell-Domett Government which gave way needlessly to pressure on the understanding that party opposition to the bill would be withdrawn.' Interestingly, he also claimed that a majority of the Wellington members forwarded a protest to the Imperial Government against the Native Land Acts 'so secretly that the Bell-Domett Government (1862-1863) never even heard of it until the communications concerning it were received

[678] NZPD 1862, pp.631-632.
[679] NZPD 1862, p.653.
[680] See, for example, Editorial, *Lyttelton Times* 10 September 1862, p.4 and 13 September 1862, p.4; Editorial, *Nelson Examiner* 3 September 1862, p.2; and 'Native Lands Bill,' *Hawke's Bay Herald* 6 September 1862, p.3.
[681] NZPD 1862, p.651.

from England by the mail.'[682] Bell himself subsequently acknowledged having reached 'an arrangement with the members for Wellington' under which 'the Bill had been passed by the Legislature without opposition from those members.'[683] Upon hearing that those same members proposed petitioning the Queen against the Act, Bell denounced them for 'treachery.'[684] Similarly, T.C. Williams claimed that one member of the Ministry in 1862 had told him that the 'exception clause' was 'an iniquitous job,' that the Ministry had been 'compelled' to insert it as 'the price paid for the general support of the Bill of the members for Wellington …'[685]

Although the Ministry won substantial majority support in the House, opinion in the Legislative Council was more evenly divided. Among the more notable changes introduced was a requirement that the Governor proclaim the districts in which the Act was to operate, a provision that all lands previously under offer to the Crown were excluded, and a provision exempting the Manawatu block, although not under offer to the Crown.[686] Although in its final form the Act did not exactly express the Ministry's views, since it secured its primary objectives it submitted it to Grey for transmission to the Imperial Government. Grey, when proroguing Parliament on 15 September 1862, welcomed the Act's passage as assisting him 'in the work of restoring this country to tranquillity, and of bringing its native population to obey the law, and acknowledge the authority of Her Majesty's Government.' Further, he claimed, it demonstrated the commitment of Parliament to 'the welfare of the natives.'[687]

In a memorandum dated 6 November 1862, Bell set out an extended description of how the Act would operate: in doing so, the reasons for the exception of the Manawatu block became very clear.

---

[682] See 'Correspondence,' *Daily Southern Cross* 20 September 1869, p.5. See also D.B. Silver, 'Carleton, Hugh Francis,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand.* Updated 6 January 2013.
[683] NZPD 1865, p.692.
[684] Bell to Mantell 22 November 1862, ATL MS-Papers-0083-243. Cited in Loveridge, 'An object of the first importance,' p.220. For the threat, see Untitled, *Daily Southern Cross* 22 September 1862, p.3.
[685] Untitled, *Wanganui Chronicle* 4 February 1868, p.2.
[686] Grey to Domett 8 September 1862, AJHR 1863, A1, p.8.
[687] See Untitled, *Daily Southern Cross* 22 September 1862, p.3. It is of interest to note that the Wellington 'party' had secured its ends, John Williamson (Superintendent of Auckland) resigned from Parliament on the grounds that direct purchase was threat to his province's plans for development, specifically the continuation of immigration under its system of land orders.

> If a Tribe is desirous of having its title defined to the tribal lands belong[ing] to the entire tribe in a certain District, application will be made by or on behalf of the Tribe to the Court appointed for that District; which Court, though presided over by a European Magistrate, will be mainly composed of Native Chiefs. The Court will investigate the title of the tribe according to Native custom, and declare the custom under which it is held, and before coming to any decision will cause the land to be carefully surveyed and marked off on the ground, and a proper plan of it made.[688]

Once a title had been established, the Court would declare and register it and submit a record of proceedings to the Governor for confirmation, at which point the Governor could make tribal or other reserves for the benefit of the whole tribe, or particular rangatira, or particular families 'so as to prevent the whole of their land being improvidently disposed of by them …' The Court would then sign and issue a Certificate of Title declaring that the tribe were the proprietors of the land. Where that tribe wished to subdivide the land, a further application to the Court would be necessary and new certificates issued, a process that could be 'indefinitely repeated, and the oftener it occurs the better.' Once a certificate had been issued the owner (whether tribes, communities, or individuals) could dispose of their land 'according to their own wishes and interests.' That right was qualified: where the number of owners did not exceed 20, the named persons could alienate the land 'in like manner as English settlers named in a Crown grant may dispose of their land held under title from the Crown. But where an entire tribe was named as the owner, it could not so alienate but had first to partition the land or to secure a new certificate issued in the names of trustees 'with a proper declaration of trust' to act on the tribe's behalf. On the other hand, where an entire tribe was named as the owner, it could propose a plan for partition, disposal, leasing, or otherwise dealing with the land, and, further, it could borrow money on the security of their land 'for any objects they may themselves consider conducive to their own welfare and advancement.' The political objective of the Act was to try to convince Maori that the Crown did not desire to dispossess them of their land, or to extinguish them as a people, and thus to weaken the appeal of the King Movement. Bell concluded that 'if we give … [Maori] a common bond of interest with ourselves, and secure to them and their children a legal right to, and the full money value of their great territorial possessions, we may some

[688] AJHR 1863, A1, p.10.

day make them believe, in spite of ourselves, that the progress of colonisation by our race means wealth and power for them as well as for us.'[689]

Exemption and the narrative of 'absolute' purchase

Ngati Raukawa in particular having set its face against selling land, the genesis of the Wellington party's anxieties was plain enough. Featherston's opposition to the Native Lands Bill 1862 was subsequently characterised as 'violent,' but he had to rest content with the exemption.[690] Featherston had almost certainly realised immediately that once the Crown's pre-emptive right had been ended, squatters and private speculators would tempt west coast Maori with offers that would see prices rise and the lands placed beyond the reach of the Crown. But as his chief justification for the exemption he sought, Featherston advanced the contract made with certain holders of New Zealand Company land orders under which they would have a right to exercise such orders in the Manawatu as soon as it had been purchased from Maori. The inchoate rights of those holders of land orders ranked, it seemed, above the right of Maori (under the Act) to have their claims to land investigated, defined, and affirmed by a specially constituted tribunal, and the right to alienate at will. In effect, Featherston sought to justify the exemption on the grounds that the Crown required the Manawatu lands in order that it might meet its obligations to the holders of the New Zealand Company's land orders: a House select committee estimated, in 1856, that over 30,000 acres were required to enable the Wellington Provincial Government to meet its obligations to those holders.[691] By 1862, considerable numbers of land orders had not been exercised, such that Rangitikei-Manawatu lands appeared to present the only realistic opportunity of meeting them: the purchase of those lands was thus of imperative importance and their exemption from the operation of the Native Lands Act 1862 was an essential step towards that end. At the same time, it was perfectly clear that it was Featherston's earnest desire to resume large-scale

[689] AJHR 1863, A1, pp.10-11.
[690] It is of interest to note here that in 1867 Williams claimed that Featherston deceived the House into thinking that purchase negotiations were already in train. See Williams, *Manawatu purchase*, p.14. No evidence was located to support that claim.
[691] See Report of the Select Committee on Land Scrip, Votes and Proceedings of the House of Representatives, 1856, p.3. The estimate included outstanding land orders plus the compensation agreed for the delays holders had experienced in exercising their rights. The compensation involved, for residents in the Province, an additional 150 acres for every 100 acres originally purchased and an additional 75 acres each per 100 acres for absentees.

purchasing at nominal cost and large-scale selling at low prices in order to establish a land fund out of which the Province could finance its settlement and development. In the case of both the ostensible and fundamental reasons, the rights and interests of the Maori owners appear to have been discounted.[692]

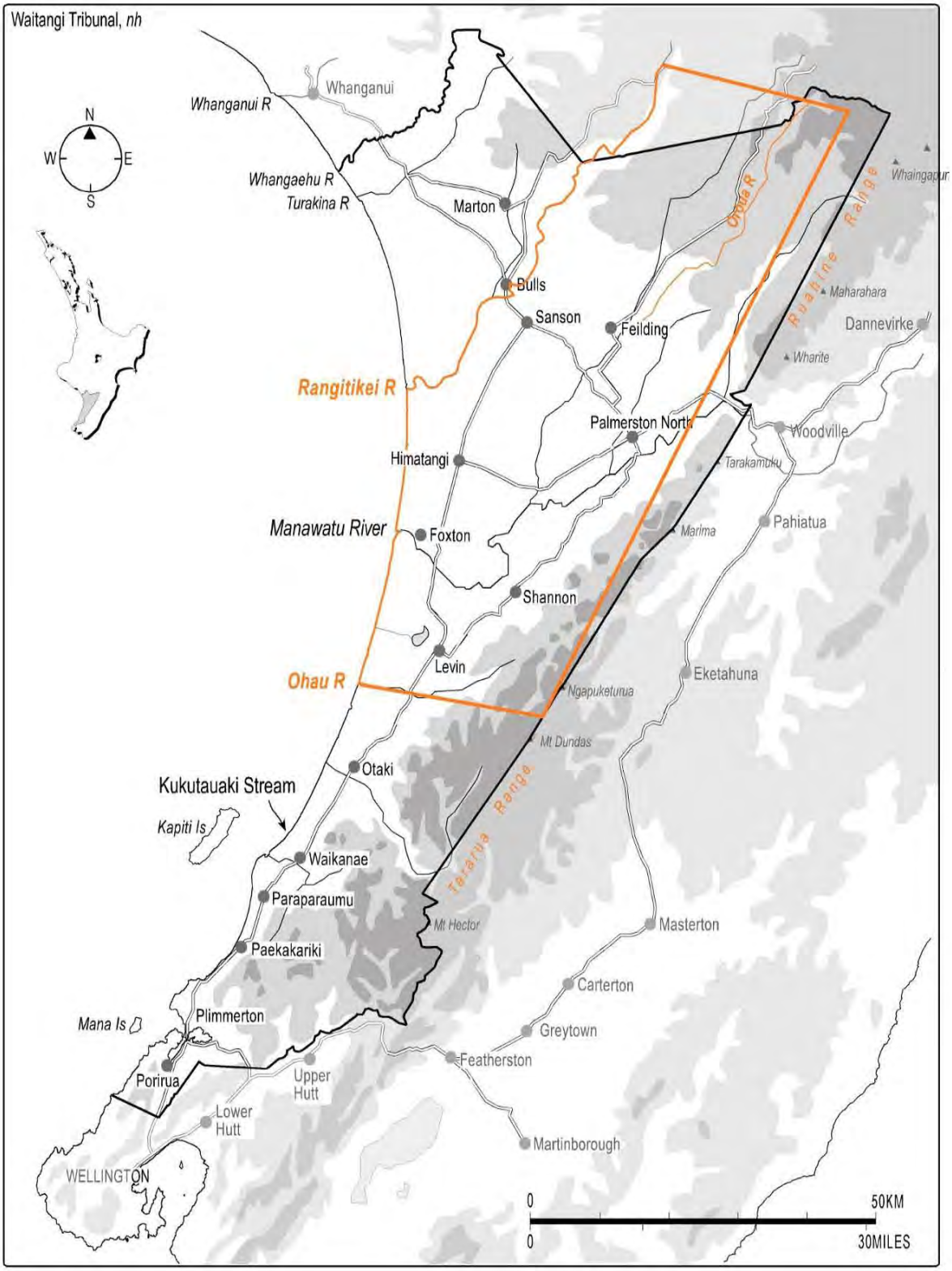
The Native Lands Act 1862 thus established that Maori ownership of land had to be defined prior to sale or leasing, while under that Act the Crown waived the right of pre-emption it had exercised since 1846. On 29 December the Act was brought into force throughout New Zealand, although the waiver of the Crown's pre-emptive right and the royal assent were not confirmed until June 1863. In April 1864 steps were taken to establish the Native Land Court, initially in some northern North Island districts (Kaipara South and Kaipara North), while in October 1864, courts were established for Waimate, Hokianga, and Kororareka. The Act provided not only for the appointment of Maori judges to each court but that those judges should have the power of decision: in short, the Native Land Court established under the Act was a predominantly Maori body. By section 31 of the Act, those who claimed ownership of the Manawatu lands could not have their claims investigated by the Native Land Court, could not have the lands partitioned, could not deal privately with those lands, and were compelled to deal with Crown as the body in which were vested both the power to determine ownership and to conduct purchase negotiations. The proximate justification was found in the provisions of the Land Orders and Scrip Act 1858 whereby the interests of the holders of New Zealand Company land orders with rights of selection within the blocks laid out by the Company 'at Manawatu or elsewhere' within Wellington Province, took precedence over those of the Maori owners of the lands concerned.[693]

As importantly, that exemption was intended to allow the Wellington Provincial Government to seek 'absolute' purchase, that is, to secure the entire block in one transaction without having to confront and deal with the lengthy, complex, and expensive investigations into its involved and contested ownership. Publicly, at least,

[692] In 1871, upon Featherston's resignation from the Superintendency, the *Wellington Independent* labelled the Native Lands Act 1862 as the 'Revenue Destroying Act' from the operation of which Featherston, 'at his earnest pressure' had spared Wellington. See Editorial, *Wellington Independent* 2 March 1871, p.2.
[693] On the exercise of land orders, see Editorial, *Lyttelton Times* 15 May 1866, p.2.

Featherston, Buller and others did not ever contemplate less than full or 'absolute' purchase, and their negotiations were accordingly directed to that end. Exemption allowed it to 'step over' the prospect of protracted hearings, appeals, and counter-appeals, and the very real possibility of having to deal with individual owners, all of which promised to thwart the Provincial Government's desire to acquire the land speedily and at minimum cost. But exemption also meant that it could negotiate for the purchase of the land without fear of competition from private interests. The response of Maori to the opportunity to individualise land ownership, driven in part, at least, by the prices that settlers were prepared to pay for land, was immediate, and indeed appears to have surprised the Government. [694]

[694] Loveridge, 'An object of the first importance,' p.294.



Map 4.2. The Manawatu block as exempted by the Native Lands Acts 1862 and 1865

Enhancing security

The Wellington Provincial Government's desire to acquire the Rangitikei-Manawatu lands was also linked to its enduring concerns over the Province's security from external aggressors and internal order and stability. Governments generally have long appreciated the close connection between infrastructure and power and hence in November 1863, the Whitaker-Fox Ministry (30 October 1863 – 24 November 1864) announced that it planned to adopt as policy the military settlement scheme set out in Alfred Domett's *1863 Memorandum on Roads and Military Settlements.* 'The most obvious material guarantees for the prevention of future wars,' opined Domett, 'are the making of roads that could be used by the Military everywhere throughout the Country; and the introduction of such an amount of armed population, formed into defensive settlements, as would overawe the Native Tribes, or if not overawe them, at least be always ready and able to check or punish their incursions and depredations.'[695] The scheme envisaged the construction of roads to facilitate the movement and deployment of armed forces, the establishment of 'defensive settlements' so as to embrace the most fertile parts of the country and those in which Maori were most populous, and the settlement of 20,000 men.

The roads proposed for construction included one running from Wellington up the west coast to Whanganui, another extending up the Manawatu River and through the Manawatu Gorge, and a third running up the valley of the Rangitikei River towards Lake Taupo. The plan called for the settlement of up to 1,500 men on the lands between the Rangitikei and Manawatu Rivers, with the Manawatu River to constitute a line of defence and thus 'shutting the Natives on the West side and centre of the Island from all approaches to the settled districts about Wellington. Along the coast from Rangitikei to Wellington 2,000 men would be settled.[696]

In short, the west coast of the lower North Island was regarded as strategically vulnerable, with the lands between the Manawatu and Rangitikei River featuring prominently in Domett's 'defensive' plans. The proposals for a string of military roads and villages won considerable public support, intended as they were to

[695] AJHR 1863, A8, p.1.
[696] AJHR 1863, A8, p.4.

'constitute a complete and well-knit system of defence, segregate the natives, and cover the country with cultivation.' What colonists desired, claimed the *Lyttelton Times*, was the cessation not only of war but also the fear of war. The planting of a large central colony between the Waikato and the Thames, and the establishment of a series of 'semi-maritime' colonies on the west coast between Manawatu and Waitara were welcomed as the best hope of rendering the districts concerned 'self-sustaining and self-defensive.'[697] The purchase of large tracts of land from Maori in order to enhance internal security thus appears to have been an important element in Featherston's calculations. At the same time, he was prepared, as discussed below, to employ the threat of confiscation against those west coast Maori deemed to be in rebellion against the Crown.

The Waitotara purchase

Given the exemption of the Manawatu block, on the one hand, and Featherston's appointment as Land Purchase Commissioner on the other, it will be instructive, before turning to an examination of the Rangitikei-Manawatu purchase, to consider briefly the manner in which he completed the purchase of the Waitotara block. The conduct of that purchase generated the perception in some quarters that Featherston, in pursuit of his land purchasing ambitions, was prepared to override the interests of all owners, a charge that would be levelled at him in respect of the Rangitikei-Manawatu purchase and which would constitute a key element of the campaign waged against that transaction.

The purchase of Waitotara had been initiated by McLean in 1858 and a deposit of £500 paid by the Crown in 1859: according to McLean the payment had been made in an effort to meet the 'great exertions' being made by Ngati Ruanui to resist the sale and hand the land over to the Maori King.[698] Negotiations were suspended owing to what McLean, in November 1860, described as 'the present unsettled state of the district.' [699] Completion of the transaction fell to Featherston, the Wellington Provincial Government being anxious to push 'the native frontier' further to the

[697] 'How to save the Maori race,' *New Zealand Spectator and Cook's Strait Guardian* 23 January 1864. Cited in *Lyttelton Times* 29 March 1864, p.3.
[698] McLean to Colonial Treasurer 25 May 1859, AJHR 1863, E15, p.1.
[699] McLean to Deighton 14 November 1860, AJHR 1863, p.4.

north.[700] Those Maori with whom Featherston concluded the sale and purchase were not those with whom McLean had reached an agreement in 1859. Rather, Featherston appears to have concluded the transaction with a group whose claims to the block were at best minor but who were prepared to sell. In July 1863 he informed the Colonial Secretary that the purchase had been completed, and that the final instalment of £2,000 had been paid to 'the two chiefs authorized by the sellers to receive and distribute it ...'[701] That sum included an additional £500 over that which McLean had agreed to pay.

Featherston's acquisition was roundly denounced in the colonial press during August and September 1863 on the grounds that, first, the title to the block was disputed; second, that he had been so eager to acquire land that he simply paid the purchase monies to a few willing sellers, the *Daily Southern Cross* claiming that the £2,000 paid 'was utterly thrown away upon men whose right to get anything at all was of the most shadowy character'[702]; third, that he had made little more than a token effort to establish whether those who signed the deed had any real title to the land; and, fourth, that he had persisted, against official advice, in his efforts to acquire the block and had completed the purchase in the absence of 'acknowledged claimants.' The *Otago Daily Times*, citing the *Wanganui Chronicle*, claimed that 'nearly every Native whose signature to the sale deed was worth a straw was at the time at Tataraimaka,' and, in fact, were in arms against the government. The *Otago Daily Times* also insisted that Featherston had established the conditions for 'a very promising source of future trouble …' that he had 'reproduced … another Waitara, with all the peculiar characteristics and difficulties of its predecessor …' It concluded that 'There was no urgent necessity for the land, and its purchase has been conducted in a manner quite opposed to the spirit of the Native Lands Act.' Featherston, it suggested, had 'been guilty of a flagrant want of proper prudence … The Waitotara purchase appears to be a thoroughly irregular proceeding.' It expressed the hope that there was 'no-one else in the colony of such keen and unscrupulous land-buying propensities as the Superintendent of Wellington …'[703] A good deal of criticism was levelled at Featherston's appointment as Land Purchase Commissioner without the general

[700] 'The moral of the Waitotara purchase,' *Wellington Independent* 16 July 1863, p.2.
[701] Featherston to Colonial Secretary 7 July 1863, AJHR 1863, E15, p.4.
[702] Editorial, *Daily Southern Cross* 5 September 1863, p.2.
[703] Editorial, *Otago Daily Times* 13 August 1863, p.4.

government having, apparently, the power to hold him accountable for his conduct in what were almost invariably 'delicate' and 'ticklish' negotiations.[704] Singled out for particular denunciation was what was regarded as Featherston's hypocrisy, that is, his condemnation of the Waitara purchase on the grounds that not all that might have been to establish the real owners had been done, while following the same course in respect of Waitotara.

Whanganui resident H.C. Field, a fierce critic of the Crown pre-emptive system of land purchase, writing to General Cameron in September 1865, claimed that Featherston and 'a few more old Government officials' were so wedded to the profits to be made from buying at nominal and selling at greatly advanced prices 'that they will not give them up until compelled, and so throw every impediment in the way of inaugurating a better system.'[705] Subsequently, Field suggested that so long as the provincial governments relied for their revenue on the purchase and re-sale of land owned by Maori, 'all sorts of dodges will be worked to get the lands to sell.' Further, he described Featherston's version of events as 'one of the most remarkable cases of perversion of truth that it is possible to conceive, and entirely misrepresents nearly every circumstance.'[706] Field also insisted that those 'loyal Maori' from whom Featherston claimed to have acquired the block were 'some half dozen Wanganui natives who had some vague collateral interest through wives, mothers, or grandmothers.'[707]

Featherston attempted to rebut Cameron's claims by insisting that 'loyal' Maori had pressed the Crown to acquire the block, that McLean had 'thoroughly investigated the title' and had paid an instalment of £500 to 'the five principal chiefs …' and that reserves had been set apart and surveyed. Upon the Maori King insisting that the purchase should be completed, 'all opposition to the sale' was withdrawn and the

[704] Editorial, *Lyttelton Times* 22 August 1863, p. 4. See also the defence offered by the *Wellington Independent* in 'The Waiotatara purchase,' *Wellington Independent* 26 September 1863, p.2.
[705] 'The Waitotara purchase,' *Lyttelton Times* 1 May 1866, p.3. For Field, see F. Bruce Sampson, *Early New Zealand botanical art.* Auckland: Reed Methuen, 1985. For an obituary, see *Dominion* 2 March 1912, p.4.
[706] Field to Premier 10 August 1866, in H.C. Field papers, Whanganui Regional Museum. Cited in Aroha Harris, 'An "iniquitous job?" Acquisition of the Waitotara block by the Crown,' (commissioned research report, Wellington: Waitangi Tribunal, 1993), p.78.
[707] Field to Premier 10 August 1866, H.C. Field papers, Whanganui Regional Museum. Cited in Harris, 'An "iniquitous job?"' p.67.

purchase monies of £2,500 paid. He thus rejected Cameron's claim that the purchase constituted 'a more iniquitous job than that of the Waitara Block.'[708] Featherston's claims notwithstanding, some sections of the colonial press clearly felt that the purchase involved some serious issues, the *Press*, for example, suggesting 'that there is that ugly story about the Waitotara totally unexplained, which leads us to mistrust … [Featherston's] judgment in a land purchase.'[709] The transaction indeed left the impression that Featherston had dealt with other than the principal owners of the block and that he had exploited divisions among the owners to secure the consent that he sought. The narrative that would develop around his efforts to acquire the Rangitikei-Manawatu block would embody those same elements.

'The foundation of a squattocracy is laid'

The advance of the pastoral frontier in Wellington Province and the difficulties it apparently interposed in the way of the Crown's land purchasing ambitions were discussed briefly in Chapter 3. In light of the importance that the dispute over the distribution of the pastoral rents would play in the Rangitikei-Manawatu transaction, it will be helpful to explore further, in this final section of Chapter 4, the growth of the industry.

In 1859 the *Wanganui Chronicle* reported that 'several Europeans,' contrary to law, had recently concluded arrangements with Manawatu Maori to occupy their unsold land. It ascribed such illegal occupation to the 'paltry, peddling way' in which the Government had approached the purchase of the Manawatu lands. Want of funds could no longer be advanced as a reason for inaction since the Wellington Provincial Government had offered to finance local purchases of land from Maori. The outcome, it declared, was that 'The foundation of a squattocracy is laid … and the squatters will have it their own way. Squatters always defy the law, and mostly with impunity. What

[708] Featherston to Stafford 3 May 1866, AJHR 1866, A1, p.98. Cameron conveyed his concerns to Secretary of State for War, but the Imperial Government declined to intervene, Carnarvon advising Grey that Featherston's 'very clear and specific statement' and Field's letter of 7 September 1865 had been laid before the Imperial Parliament. 'Judging from the statements now before me,' he recorded, 'I see no reason to conclude that the sale was an improper one, and as the matter is one over which the Imperial Government now claims no control, I see no reason for pursuing any further inquiry into it.' See Carnarvon to Grey 21 August 1866, AJHR 1867, A1, p.1.
[709] Editorial, *Press* 17 May 1866, p.2.

Government will attack them *en masse*? What Government would dare to select or a few for persecution?' Assurances that the 'Auckland Government' was actively looking to prohibit the purchase and leasing of land from Maori were greeted with some scepticism and the rejoinder that squatters had 'never yet been vanquished without resistance.' Large-scale purchase of land by the government, it insisted, was the sole answer.[710]

In March 1859 Searancke, apprehensive over the threat that leasing appeared to pose to the Crown's efforts to purchase land, instructed Grindell to ascertain the views of Rangitikei Maori. In his diary, Grindell recorded that:

> The desire to lease runs to Europeans is daily gaining ground amongst the natives of this District. The moving cause with the Ngatiapas is I think the unwillingness of the Government to purchase land from them without the consent of the Ngatiraukawas, and as money must be had in some way, they are satisfied, for the present, to acquire it by leasing in which they are joined by Nepia. Nothing less can be expected than that, leasing once commenced, it will be pursued with eagerness by both tribes, for neutrality in either would be considered equivalent to a surrendering of all title and claim to the land. The Ngatiapas declare that Nepia took the initiative step in the matter by receiving money from Mr Robinson of Manawatu for the depasturage of cattle which are not confined to Manawatu but ramble all over the country, even to Rangitikei. They, in consequence, several times made arrangements with Europeans for depasturing their stock on the plains south of Rangitikei. Some of these have since been removed by their owners. Subsequently some of the Ngatiapas and Nepia have conjointly leased runs to European residents of Rangitikei and Whanganui and the evil appears likely to increase.[711]

Grindell also recorded that the failure of the Crown to proceed against those in illegal occupation of Maori-owned land had given Maori 'a not very exalted opinion of the power and authority of the Government,' and had encouraged 'them to transgress the law in cases where transgression could not be tolerated.' He concluded that:

> It is therefore absolutely necessary that something should be done to put a stop to this growing evil. It should either be made legal or put a stop to at once. If the former, the transfer of lands to the Crown will in all probability, be at a discount for a time possibly for some years: if the latter, a decided course of

[710] *Wanganui Chronicle*. Cited in 'Wanganui,' *Daily Southern Cross* 24 May 1859, p.3.
[711] Diary of James Grindell from 1 March to 30 April 1859. ATL, MS-Group-1551.

> action must be adopted, and the land may then be acquired much more speedily.[712]

Grindell's comments offer some interesting insights. First, they suggest that for Maori leasing was a means of ascertaining the market value of their lands and thus of establishing a basis on which they could negotiate with the Crown over the matter of price in the event of sale. Second, they suggest that Ngati Apa and Rangitane decided to lease land with the twin and closely interrelated objects of asserting full ownership and pressing the Crown to acquire the lands involved; third, that a need for cash encouraged Ngati Apa to cooperate initially with Nepia, thus suggesting that Ngati Apa did not feel entirely confident about its independent ability to assert full ownership of the lands concerned; and, fourth, that Ngati Raukawa found it convenient or politic to cooperate with Ngati Apa. In short, it seems entirely possible that both iwi found good reason to cooperate, however temporarily, over the matter of leasing. Almost a decade after the Rangitikei-Turakina sale, Ngati Apa, evidently cash-strapped and anxious to secure an alternative source of income, remained keen to press on with its avowed determination to sell the Rangitikei-Manawatu lands. Ngati Raukawa, on the other hand, appears to have regarded cooperation over leasing and the sharing of some rentals as one element of a larger strategy intended to preserve from the Crown those lands that it considered constituted its rohe.

In 1862 Buller was directed to prepare a return of all Europeans in occupation of Native land in the Manawatu district. He protested that he was unable to do so, claiming that 'for obvious reasons' both Maori and Europeans would decline to furnish the required information. He did acknowledge that 'It is a well known fact that almost the whole of the native land lying between the Manawatu and Rangitikei rivers is in the occupation of European stockowners, who hold it under lease from the native owners …'[713] In 1863 he did furnish the return required and Table 4.1 summarises some of the main details. Historians have offered varying accounts of exactly from whom the lands were leased, but there is no reason to suppose that Buller's return was inaccurate. Indeed, Grindell, Buller, and even Featherston all recognised and acknowledged Ngati Apa, Rangitane, and Ngati Raukawa cooperated over leasing

[712] Diary of James Grindell from 1 March to 30 April 1859, ATL, MS-Group-1551.
[713] Booth to Halse 23 October 1862, AJHR 1863, E16, p.15.

arrangements and over the distribution of pastoral rents.[714] Such cooperation was not unusual, evidence from Hawke's Bay, for example, indicating that Maori preferred to lease in large blocks and that they proved fully capable of distributing rents 'in accordance with their own determination of their respective rights.'[715] It is also useful to note at this juncture that Ngati Apa and Raukawa had proved perfectly capable of resolving earlier disputes. One example was the mill at Makowhai: in 1856 Ngati Parewahawaha and Ngati Kauae and Ngati Tauira disagreed over its erection but in the end agreed jointly to complete construction and to make joint use of the facility.[716]

Graph 4.2 shows, for 14 leases, the years in which the leases were granted, the years that they had run by 1864, and the years remaining. It is apparent that by 1861 runholding was well established, the government having been, apparently, either powerless or, more likely, unwilling to resist.[717] The 'squatters' were regularly vilified, at least in some sections of the colonial press, as selfish and grasping speculators whose interests were largely opposed to those of the wider community and whose occupation of the land delayed its purchase and redistribution among settlers. The Crown did profess some disquiet over the arrival on the west coast of pastoralists.[718]

Under the Native Land Purchase Ordinance of 1846 it was illegal for Maori and settlers to enter into private leasing arrangements, and Gilling suggested that the policy of forbidding private leasing was applied in the Manawatu as McLean sought to acquire large tracts of land to satisfy the growing demand for grazing country.[719] It is not at all clear that such was the case. In fact, in September 1849, McLean, instructed to carry on his land purchase negotiations in both the Manawatu and the

[714] See also Hoani Meihana Te Rangiotu's 1868 evidence in Native Land Court, Otaki Minute Book 1B, pp.274-277: he indicated that he had negotiated a sharing arrangement with Nepia in respect of what was termed the 'Omarupapako side' of the land leased to Robinson in 1861. He also noted that Parakia Te Pouepa had declined to enter into a similar arrangement in respect of the 'Himatangi side.' The land had originally been leased by Ngati Raukawa to Robinson in 1845.
[715] Monro to Fenton 12 May 1871, AJHR 1871, A2A, pp.15-16.
[716] See Hoani Meihana Te Rangiotu's evidence in Native Land Court, Otaki Minute Book 1C, pp.270-272. Ratana Ngahina, it should be noted, claimed that Ngati Raukawa had been forced to abandon the site and the mill-stones.
[717] 'Rangitikei,' *Wanganui Chronicle* 17 October 1861, p.1.
[718] On the other hand, in his journeys through the Rangitikei and Manawatu district in the course of the Rangitikei-Turakina purchase and the definition of that block's inland boundaries, McLean stopped over at the homesteads of runholders and appears to have established amicable relationships with them.
[719] Gilling, '"A land of fighting and trouble,"' p.28.

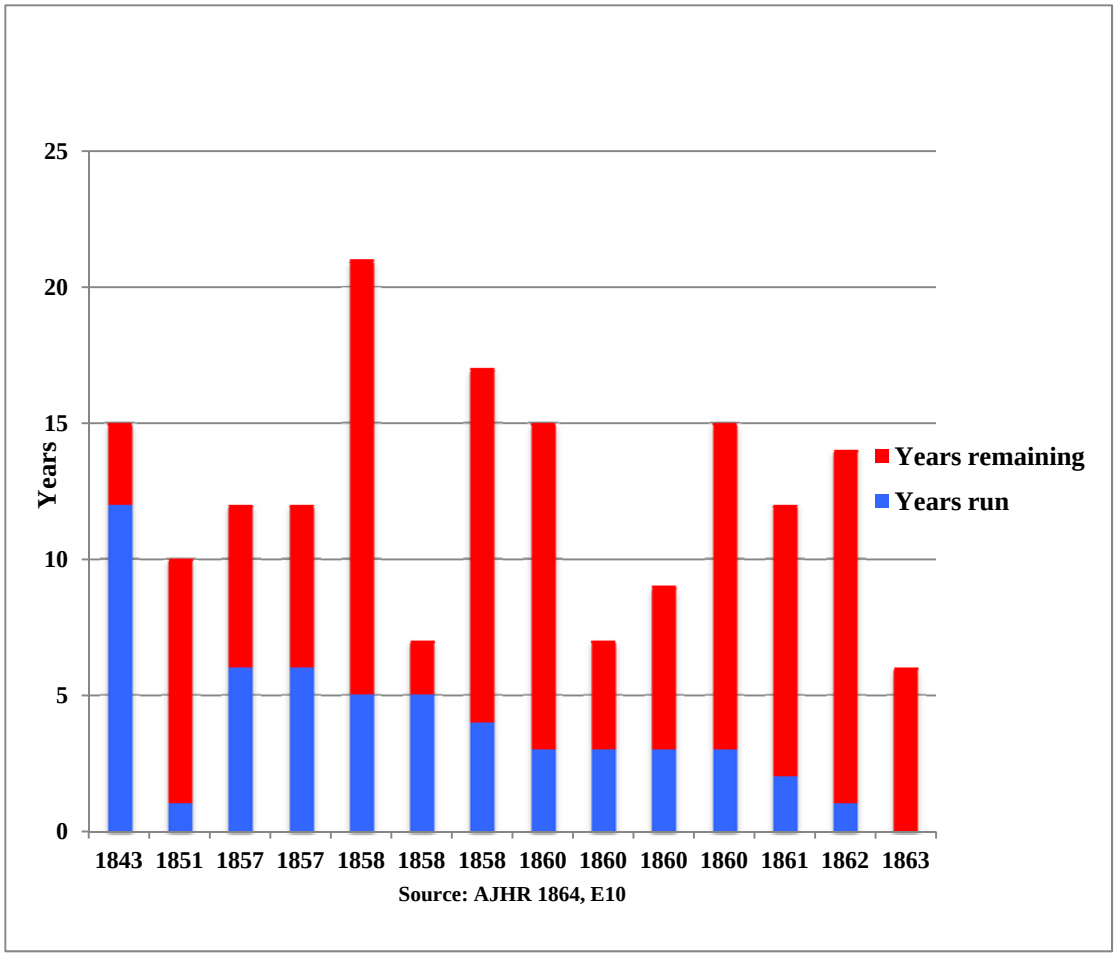
Wairarapa, was advised that he had been empowered to enforce the Native Land Purchase Ordinance, but that he was to employ such power with discretion so as not to 'give more annoyance or to inflict more injury upon any of the Squatters that may be necessary' in his efforts to acquire land.[720] While McLean endeavoured to purchase land ahead of arriving graziers, and while he lamented the difficulties 'squatters' posed to his land purchasing operations, notably in the Wairarapa, and while in 1861 Searancke complained that the presence of squatters had encouraged Maori to demand prices that had rendered it difficult for him to comply with his instructions, the Crown does not appear to have made any effort to dislodge those who had negotiated private leasing arrangements with Maori. Weaver noted that 'land-hunting squatters remained … a working vanguard of prosperity and civilization' and accordingly were actively tolerated. He went on to suggest that the Native Land Purchase Ordinance of 1846 was employed to pressure Maori into selling by forbidding leasing and denying them the income that it generated and, moreover, to pressure Maori into accepting minimal prices. At the same time, it chose not to move against existing squatters, preferring rather to bring them within a formal licensing regime.[721] It was also noted in Chapter 3 that the Crown had the necessary will to move against those who entered into private leasing arrangements with Maori, as the prosecution of John Haslam made abundantly clear.

[720] Eyre to McLean 24 September 1849, ATL 41 Misc Papers 0032-261.
[721] Weaver, 'Frontiers into assets,' p.19.

Table 4.1: Persons squatting on or occupying Native lands, Porirua ki Manawatu Inquiry District, 1864

Lessees	Acres	Lessors
South of Rangitikei River		
Thomas Bevan	800	Ngati Teihuhi (?) (Waikawa)
Hector McDonald	8000	Ngati Raukawa, Muaupoko
Thomas Cook	20000	Ngati Apa, Ngati Raukawa, Rangitane, Ngati Kauwhata
Thomas Cook	20000	Ngati Raukawa, Rangitane, Ngati Huia, and Ngati Whakatere
Francis Robinson	20000	Originally (1845) Ngati Raukawa; from 1861/2 Ngati Apa, Ngati Kauwhata, and Rangitane
Edward Daniell	16000	Ngati Raukawa and Ngati Apa
John Cameron	8000	Ngati Raukawa, Ngati Apa, but principal owners said to be Ngati Kauwhata
W.J. Swainson, J. Jordan, & J.W. Jordan	9000	Originally granted to Donald and Duncan Fraser. Since death of Nepia Taratoa, right to land contested by Ngati Raukawa and Ngati Apa
Charles Blewitt & Alexander McDonald	8000	Ngati Raukawa
James Alexander	40000	Ngati Apa and Rangitane. Disputes, involving also Ngati Raukawa, led to surrender of lease in December 1863
Benj. W.R. Trafford	11000	Ngati Raukawa
North of Rangitikei River		
Donald Fraser	560	Ngati Apa
J.W. Marshall	500	Ngati Apa
C. Cameron	11000	Ngati Apa
A. Simpson	3000	Ngati Apa
J. Chapman	200	Ngati Apa
F. Richards	2000	Ngati Apa
Timber cutting rights		
John Haslam	2830	Rangitane

Source: AJHR 1864, E10



Graph 4.2: Leases in effect, Porirua ki Manawatu Inquiry District, 1864: years leases granted, years run, and years remaining

Conclusions

Prior to embarking upon its west coast land purchasing programme, the Crown, having sought the advice of both Maori and missionaries, acquired some understanding of the region's pre-annexation history, the incursions from the north, the signal battles and their outcomes, the arrival of the various heke, the displacement of Ngati Apa, Rangitane, and Muaupoko, and the changes that took place in the intra-regional pattern of settlement. Moreover, the Crown was acutely aware of the fragility of the relationships that existed among the iwi settled in the region, and especially those between Ngati Apa and Ngati Raukawa. There is no doubt either that the Crown was aware that the narratives advanced by iwi to organise, describe, and interpret their pasts scarcely accorded one with the other.

Conflicting testimonies about the past presented the Crown with both challenge and opportunity. McLean, aware of the complexities and sensitivities involved, elected, as opposition to further land sales strengthened in the wake of the Rangitikei-Turakina transaction, to postpone efforts to acquire the 'Manawatu lands.' Featherston chose differently, electing to exploit the opportunities that contested ownership presented. Despite his protestations to the contrary, it became clear that not only did he have a fair appreciation of the region's pre-1840 past, but that he had elected to choose one particular narrative over another. Unsurprisingly, it was the narrative calculated best to support and serve his land purchasing ambitions.

The founders of Wellington quickly appreciated the importance of the acquisition of the west coast lands for the economic development of the new settlement, while the newly-established Provincial Government made their purchase and re-sale a priority as it borrowed to finance much-needed public works. It thus embarked upon a protracted campaign to wrest responsibility for Maori land purchases from both the Crown and the General Government, a campaign that culminated in the appointment in 1862 of Featherston as Native Land Purchase Commissioner in Wellington Province. Into his hands, as Superintendent, Commissioner, leader of the 'Wellington party' in the House of Representatives, and as a political ally of sometime premier William Fox, was thus concentrated very considerable power. As the Crown prepared to suspend its pre-emptive right of purchase and to conclude the system of land purchasing conducted under its aegis, and as Parliament moved to introduce 'free trade' in Maori-owned land, Featherston employed that power to secure the exemption of the 'Manawatu block' from the operation of the new law. Certain that under the new regime, disputed ownership would have meant protracted hearings and appeals with serious implications for the Province's economic progress and financial stability, Featherston employed his power accordingly. The exemption won and endorsed was sought and justified solely on the basis on Wellington's economic ambitions and financial needs. The implications for those whose lands had been exempted were accorded scant recognition.

By 1862 Featherston thus acquired the powers he had long coveted: exercising them, in the face of Ngati Raukawa's determination not to sell the lands it claimed, was

quite another matter, especially at a time of heightened tension in the region as the wars dragged on further north. The arrival of squatters to take up the coastal and riverine fern and scrub-lands, would offer both the opportunity to and the leverage with which to test that determination. Chapter 5 thus examines the dispute that developed over the distribution of the rents arising out of the illegal occupation of the west coast fern-lands and how an offer by Featherston to resolve it through arbitration evolved into a proposal for ‘absolute purchase.’

Chapter 5: The 'Rangitikei land dispute' and the reluctant purchaser

Introduction

When opening the Wellington Provincial Council in April 1863, Featherston claimed success in his drive to acquire land from Maori, noting that instalments had been paid on lands at both Waikanae and Horowhenua, although 'the title to them is so complicated that I see little chance of their being acquired at present.' More importantly, he had completed the purchase of Waitotara. At the same time, he acknowledged that he had been unable to complete the purchase of the [Upper] Manawatu Block but insisted that 'the chief difficulties in the way' had been overcome and hence predicted a successful conclusion to the negotiations. Once acquired, he predicted, in the light of serious disputes that had arisen, 'the remainder of the Manawatu country will follow,' noting that 'not a few of the more intelligent Natives strongly recommend, as the only way of settling their differences, that they should join in offering the land for sale to the Government.'[722] Featherston clearly discerned in those 'disputes' an opportunity to secure Wellington's long-cherished desire to acquire what Buller described as 'the finest and richest block of Native land in this Province.'[723]

Chapter 5 thus offers an account of the 'Rangitikei land dispute.' It endeavours to determine the origins and implications of that dispute, to describe the initial efforts at resolution, and in particular to examine Featherston's intervention. One of the key questions is the manner in which an apparently minor dispute over the distribution of rents came to constitute the reason that 250,000 acres of some of the finest land in the colony passed into the ownership of the Crown and thereby fulfilling a long-cherished Wellington provincial ambition.

[722] 'Provincial Council,' *Wellington Independent* 25 April 1863, p.3.
[723] Buller to Colonial Secretary 14 January 1864. Cited in Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.5.

The 'Rangitikei land dispute'

During 1863 a dispute arose between Ngati Apa and Ngati Raukawa over the distribution of the rents being paid by the squatters, although it should be noted that from the outset both the Wellington Provincial and the General Governments chose to refer to it in more general terms as the 'Rangitikei land dispute.' Whether that description was intended to elevate an apparently local dispute into something much more serious and threatening is now not clear. It was the dispute over the distribution of rents that led to Featherston's involvement and initiated the chain of events that led to the sale of the Rangitikei-Manawatu block to the Crown. Its genesis, dimensions, intensity, and the threat it posed to order and stability were all matters that the various parties involved chose to represent in ways that suited their particular purposes. That makes it difficult to separate 'fact' from invention. Some contemporary observers were in no doubt as to who instigated the dispute. In June 1863, the *Otago Witness* carried a report to the effect that:

> The Ngatirau Kawa [*sic*] tribe having possession of the Manawatu lands, has leased considerable portions of them for sheep and cattle runs, and draws a tidy annual rental. The Ngatiapa tribe formerly owned the district, but lost it by 'the fortune of war.' The annual rent has long been a tempting bait for the assertion of their right to share in it, and they have lately made up their minds to quarrel about it, and quarrel they did. The matter was referred to the arbitration of some Ahuriri chiefs, who have decided in favor of the Ngatiapas. But possession is valued at about just as many tenths amongst the natives as it is amongst ourselves, and the Ngatiraukawas are determined to keep and to hold, arbitration or no arbitration.[724]

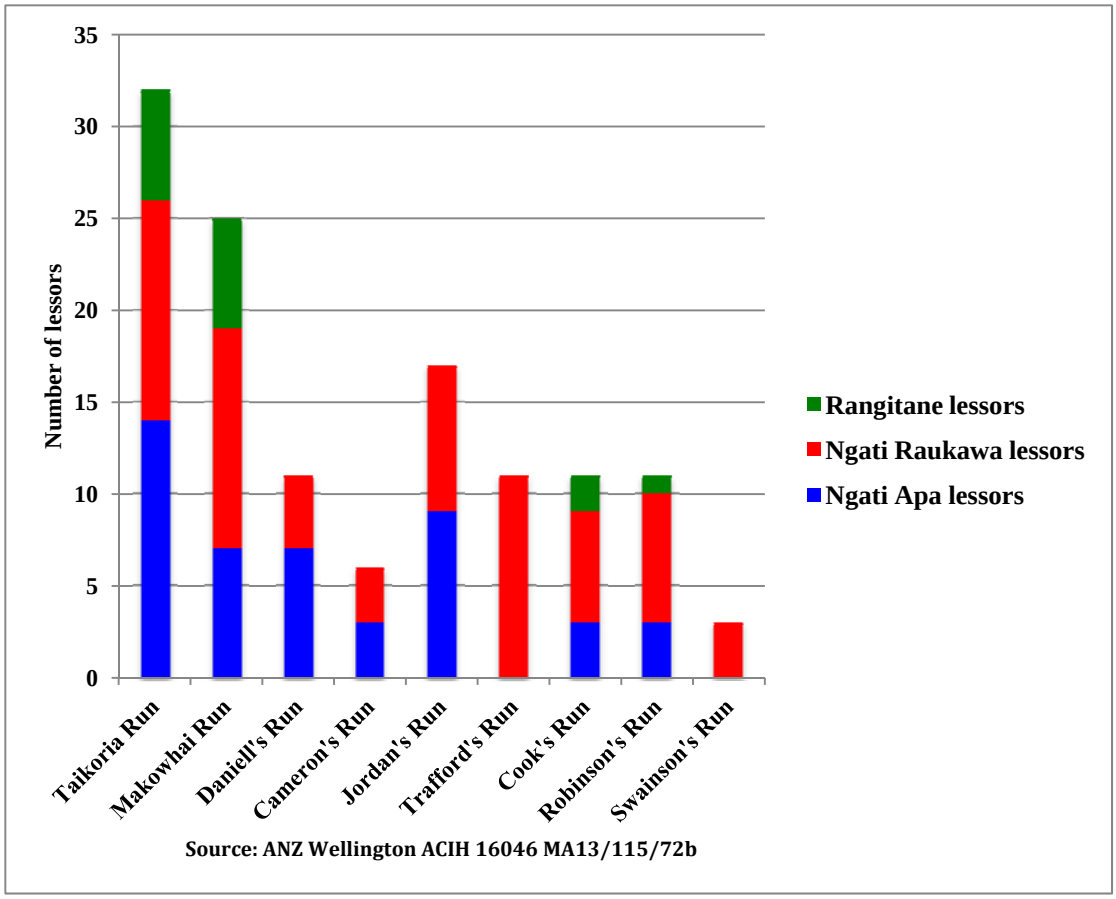
According to Buller, the dispute centred on the runs occupied by Swainson *et al* ('on the Oroua Plains') and by James Alexander ('On sea coast adjoining S. bank of the river Rangitikei'): the total area involved was 49,000 acres or about a third of the total area leased south of the Rangitikei River. The dispute also involved a third run, namely, Trafford's Mingiroa run.[725] According to Buller, Nepia Taratoa, anxious that his passing should not be marred by tribal bitterness, sought to settle the dispute involving Mingiroa by awarding, shortly before his death in January 1863, half of one

[724] 'Wellington,' *Otago Witness* 20 June 1863, p.3.
[725] Armstrong noted that the details of the controversy involving Trafford's lease, 'remain hazy.' See Armstrong, '"A sure and certain possession,'" p.206.

year's rent (£30) to Ngati Apa.[726] Despite the refusal of a small section of Ngati Apa to accept the money and its threat to cause trouble, Nepia's gesture appears to have brought that dispute to a close. It is also important to note that according to his 4 February 1864 return, Buller recorded that on 31 December 1863, that is just days before Featherston arrived to 'resolve' the dispute, Alexander surrendered his lease in consequence of the disputes involving Ngati Apa, Rangitane, and Ngati Raukawa. The fact that Buller did not refer to disputes involving any other runs suggests – but does not prove – that the troubles were confined to just two runs. On the other hand, it does indicate that a means of resolving any difficulty was available.

Graph 5.1 sets out for nine runs the lessors by iwi: it will be seen that in the case of four runs all three iwi were involved, in the case of three Ngati Apa and Ngati Raukawa were jointly involved, and in the case of the remaining two Ngati Raukawa was the sole iwi involved.

[726] Armstrong, '"A sure and certain possession,'" pp.204 and 206.



Graph 5.1. Lessors by iwi of runs in the Rangitikei-Manawatu block

According to the *Wellington Independent*, the total rents payable amounted to some £1,000 per annum. Nepia Taratoa distributed the rents received among Ngati Apa, Ngati Raukawa, and Rangitane, but not apparently on any 'particular principle.'[727] His son, Nepia Taratoa later (in 1873) recorded that in 'the first year,' his father took all the money; in the third year 'some' was given to Ngati Apa; in the fourth year, Ngati Apa and Rangitane asked to be allowed 'to join in the leases,' a request to which his father acceded. 'My father intended that they should have a portion of the money alone, not of the land.' It appears to have been this arrangement that Ngati Apa decided to challenge, Nepia noting that 'When Nepia Taratoa died, Ngatiapa were covetous, and wanted all the money for themselves. Ngatiraukawa then became angry, and refused to allow Ngatiapa to join at all.' [728] For its part, Ngati Raukawa

[727] 'The West Coast Natives,' *Wellington Independent* 2 February 1864, p.2. See also 'The Manawatu block,' *Wanganui Chronicle* 20 June 1865, p.5.
[728] Letter from Nepia Taratoa, son of Nepia Taratoa, in T.C. Williams, *A letter to the Right Hon W.E. Gladstone being an appeal on behalf of the Ngatiraukawa tribe.* Wellington: J. Hughes, 1873. For a

endeavoured to reach an accord with Ngati Apa: at a meeting at Parewanui it proposed a three-way equal division of the block (that is, including Rangitane). Fox recorded that present at that meeting had been 'representatives from Ngatiruanui and Ngatikuhungu [*sic*] who would seem to have had no shadow of interest or right to interfere.' Ngati Raukawa's proposal to divide the block among the three iwi or to divide the rents was, he reported, flatly rejected by Ngati Apa, the latter also offering 'insulting expressions towards them.' According to Galbreath, Hunia made it clear that 'We do not consent: stand aside Ngati Raukawa! and leave our land.'[729] The presence of members of Ngati Ruanui and Ngati Kahungunu was almost certainly related to the 'arbitration' noted by the *Otago Witness* in June 1863.[730]

Towards the end of July 1863, Ngati Raukawa and Rangitane held a hui at Puketotara at which they resolved that they 'would stand on their strict rights and assume the ownership of the entire land in dispute as well as take steps to assert their rights to the rents …' Earthworks were constructed and fighting scheduled for 'the following Tuesday.' Fox met Noa Te Rauhihi and Hunia Te Hakeke, presenting himself as a friend anxious to assist them to avoid hostilities and proposing that the dispute should be referred to arbitrators of their own or the Governor's choosing, that is, arbitration with a view to 'adjudicating on their claims to the ownership of the land.' Ngati Raukawa agreed. Ngati Apa's response, on the other hand, 'impressed me much less favorably [*sic*] than that of their opponents,' although it agreed to arbitration subject to Ngati Raukawa and Rangitane withdrawing from their positions and subject to the disposal of the rent accruing in the meantime. That last matter raised, Fox observed:

> … a very nice point … for the Government to handle, since the tenancies are illegal, and the Government and its officers have for years past found it politic to shut their eyes to their existence. I must say plainly, however, that to do so under existing circumstances would … amount to an excessive prudery on the part of the Government which can only hope to disentangle the existing imbroglio by taking the facts as they stand and acting without reference to the consequences which might flow from the Native Land Purchase Ordinance.[731]

---

further statement of Williams's views, see T.C. Williams, *A page from the history of a record reign.* Wellington: McKee & Co, 1899.

[729] Report of meeting at Parewanui 23 May 1863, ANZ Wellington ACIH 16046 MA13/109/69a. Cited in Galbreath, *Walter Buller*, p.59.

[730] 'Wellington,' *Otago Witness* 20 June 1863, p.3.

[731] Fox, Memorandum for Native Minister 19 August 1863, ATL MS Papers 0083 236. See also 'Wellington,' *Daily Southern Cross* 7 September 1863, p.3.

Finally, at the request of the iwi, he urged the Government to take immediate action over arbitration. Whether the Government could or should have resolved the dispute by proceeding against the runholders, or at least those whose runs were at the centre of the dispute, he did not say. What is clear is that Maori perceived Fox as acting on behalf of the government and that, at least insofar as Ngati Raukawa was concerned, Fox had offered a promise that arbitration would take place in August 1863. No action was taken.

During August 1863 Ngati Apa continued to try to provoke an aggressive response from Ngati Raukawa, at the same time trying to generate anxiety among settlers.[732] The iwi reportedly initiated rumours to the effect that 100 Waikatos were hiding up the Rangitikei River 'and about to commence indiscriminate slaughter.' Those rumours occasioned considerable alarm, although that subsided once the origin of the runours had been established.[733] On 19 August 1863 Fox forwarded to Buller a copy of a memorandum that he had prepared for passage to the Native Minister. Fox confined his remarks to matters within his own 'personal cognizance …'[734] He estimated the annual rents at £600, rising to £800 or £900 and indicated that most if not all leases had been negotiated originally by Nepia Taratoa, 'though members of the other tribes are also parties to them or some of them.' Nepia divided the rents among the iwi 'in various proportions,' a practice that had engendered no serious dispute until his health deteriorated at which stage he 'appeased for the moment by paying a considerable sum of money a few days before he died to the most exacting of the claimants the Ngatiapas.' In the wake of his death, Ngati Raukawa and Rangitane decided that Ngati Apa was receiving 'very much more' than their interest in the lands entitled them to and so combined to assert their rights. It is worthwhile noting that Ngati Apa received £2,500 for the Rangitikei-Turakina block thus making the total annual rents of some £900 a very significant sum of money.

At the end of August 1863 Buller advised the Native Minister that he and Fox, with the assistance of Tamihana Te Rauparaha, 'have been so far successful that the

[732] Untitled, *Wellington Independent* 1 September 1863, p.3.
[733] Untitled, *Wanganui Chronicle* 27 August 1863, p.2.
[734] Fox to Buller 19 August 1863, ATL MS Papers 008 236.

contending parties have consented to refer the whole question to the Governor for settlement by a Court of Arbitration, and to accept the decision of such Court as final.' The two iwi had agreed to withdraw their respective taua 'and the Ngatiapa will consider the leases of the disputed lands in abeyance until the question of title has been settled.' Buller went on to add that 'I cannot too earnestly press upon the Government the importance of seizing without delay so fitting an opportunity for at once disposing of a difficult and dangerous land question, and of placing the relations of these tribes on a more friendly and safe footing for the future.' While noting that the existing documents dealing with the Rangitikei-Turakina purchase were 'vague and unsatisfactory,' he confirmed (following further inquiry) the views contained in his report of December 1862, namely, that at the time of that purchase Ngati Apa 'compromised the conflicting Ngatiraukawa claims (of conquest) by conceding to the latter the right of disposal over the territory lying south of the Rangitikei …' As Ngati Raukawa would share in the Rangitikei-Turakina purchase monies so would Ngati Apa share should Ngati Raukawa ever decide to sell the Manawatu lands. With the lapse of years, he continued, Ngati Apa had come to regard their claim 'as one of absolute right, in every respect equal to that of the present holders while the latter, always regarding the Ngati Apa claim as one of sufferance are disposed now to ignore it altogether.' Buller concluded by suggesting that 'As the parties have mutually consented to this course an arbitration is unquestionably the best remedy that could be applied.'[735] In a letter written a few days earlier to Fox, Buller had emphasised the necessity for immediate action and made it clear that in his view Pakeha-style arbitration was the best means of resolving the underlying issues. By arbitration, he explained, he meant 'a formal court of investigation (where the history of the case could be fully elicited and the conflicting claims by inheritance and by conquest reduced to their proper order) …'[736]

Ngati Apa continued to resist the idea of arbitration. Thus James Hamlin, who served as Buller's interpreter during 1863 recorded that:

> The offer of arbitration was accepted by the Ngatiraukawa and Rangitane; the Ngatiapa only partially did so. In 1863 Mr Buller received instructions to draw out an arbitration bond, which I translated, and then received orders from Mr

[735] Buller to Native Minister 31 August 1863, ATL MS Papers 0083 236.
[736] Buller to Fox 27 August 1863, ATL MS Papers 0083 236.

> Buller to take them up to Rangitikei, and get the three tribes to sign them. The Ngatiraukawa and Rangitane readily did so, but the Ngatiapa did not. Mr Buller, finding the Ngatiapa would not sign the bond, suspended their salaries for being constables and assessors.[737]

Buller nevertheless persisted. On 22 October 1863, he reported to the Native Minister that, having 'obtained the authority of the Government to hold out to the contending tribes a definite threat of armed interference in the event of open hostilities,' Ngati Raukawa and Rangitane had been induced to retire to their pa and cease 'exercising on the disputed land acts of ownership of a kind calculated to exasperate the Ngatiapa and to provoke a collision.' Both iwi had also agreed to submit the case 'to any court of arbitration the Governor might appoint' on the condition that the evidence of McLean and Samuel Williams ('who were supposed to be conversant with all the facts of the Ngatiapa cession in 1848 …') was presented. Again he recommended 'immediate action.' The delay that followed he attributed to 'the critical state of Native affairs at the North …' while the iwi involved settled down 'into a spirit of sullen discontent with the Government.'[738] In November 1863, Hadfield advised Fox that he had found 'considerable soreness in the minds of loyal natives on account of no notice having been taken of a proposal forwarded by Mr Buller to the Government for some investigation of the dispute.' He added that he had proposed arbitration to which Ngati Raukawa had agreed, but that he was 'unable to say whether Ngatiapa agree.'[739]

The possibility of a serious conflict erupting over the distribution of pastoral rents was subsequently advanced by Featherston as the reason for his intervention in the dispute and for his advocacy of the sale and purchase of the Rangitikei-Manawatu block as the enduring solution. Featherston may have been convinced that the threat of imminent war was real, but other observers were far less certain. Even Buller, in his report of 22 October 1863, noted 'there was no longer any danger of an immediate

[737] Quoted in Williams, *The Manawatu purchase completed*, p.45.
[738] Buller to Native Minister 22 October 1863. Cited in Buller, Memorandum on the Rangitikei Land Dispute, 5 August 1865, AJHR 1865, E2B, p.5. Buller cited the resolution of the dispute between Tirarau Kukupa and Matiu Te Aranui over lands along the banks of the Waitora River. That dispute cost several lives, but was resolved when the Government persuaded the disputants to refer the matter to a court with representatives from both sides. Oliver recorded that the flags flying over rival pa were lowered simultaneously and the area in dispute abandoned. See Steven Oliver, 'Te Tirarau Kukupa,' *Dictionary of New Zealand biography – Te Ara the Encyclopaedia of New Zealand*, updated 30 October 2012.
[739] Untitled, *Wellington Independent* 5 March 1868, p.3.

rupture …'[740] In November 1863, Hadfield did no more than refer to 'what looked like the beginning of hostilities at Rangitikei.' [741] He had been prompted to write to Fox by a letter dated 9 November 1863 and signed by 11 among whom were Ihakara Tukumaru and Hoani Meihana Te Rangiotu: the signatories had recorded that at a hui held at Tawhirihoe on 7 November, Ngati Raukawa and Rangitane had agreed to arbitration and to his suggestions as to arbitrators (Halcombe, Robinson, and Samuel Williams). Those signing the letter also claimed that they had indicated to Fox their acceptance of arbitration but that 'It is the Government who have delayed it.'[742]

Subsequently, in a letter to Fox dated 15 July 1867, that is after the completion of the Rangitikei-Manawatu sale and purchase, Hadfield asserted that 'there never was the least chance of an intertribal war,' at the same time denying claims that his earlier observation about 'stopping what looked like the beginning of hostilities' contradicted that later assertion. Had he thought war imminent, he added, he would hardly have suggested to Fox the appointment of an arbitrator, a process that would have taken several months. He went on to note that it had been Buller who, when some Maori at Rangitikei had embraced 'hauhauism,' made a rapid trip to Wellington to advise that 'the Hauhaus had risen up, and were about to commit all sorts of outrages – drive the settlers out of the district and more to the same effect.' Hadfield claimed to have made his own inquiries but could find no-one in the Manawatu who could shed any light on Buller's claims. Buller, it seems, had acquired a certain reputation among Maori for timidity. Hadfield did suggest that Featherston may well have been misled by Buller over the possibility of an inter-tribal clash over the Rangitikei-Manawatu block. Buller took exception to all of Hadfield's claims, but that induced Hadfield to remind Buller that his report had resulted in an urgent meeting of the ministry, and that he had informed Premier Fox that Buller 'had suffered his fears to get the better of his judgment.'[743]

---

[740] Buller to Native Minister 22 October 1863. Cited in Buller, Memorandum on the Rangitikei Land Dispute, 5 August 1865, AJHR 1865, E2B, p.5. See also 'The Manawatu purchase,' *Wellington Independent* 10 March 1868, p.4.
[741] See Untitled, *Wellington Independent* 5 March 1868, p.3.
[742] Ihakara Tukumaru and others to Hadfield 9 November 1863, in Untitled, *Wellington Independent* 5 March 1868, p.3.
[743] 'Mr Buller and Archdeacon Hadfield,' *Wellington Independent* 14 March 1868, p.5; and 'The Manawatu purchase,' *Wellington Independent* 19 March 1868, p.5.

It does not appear that Ngati Apa were intent upon provoking hostilities with the more powerful Ngati Raukawa.[744] Rather, the dispute appears to have constituted an element of a carefully devised strategy intended to encourage the Crown to resume the negotiations for the sale of the lands lying to the south of the Rangitikei River that had been abandoned in 1849 in the face of Ngati Raukawa's determined opposition to land sales. Success in drawing the Crown into the dispute of itself would constitute recognition of Ngati Apa's claims to manawhenua in respect of those lands and would allow it to propose sale to the Crown as the most effective remedy for a dispute that had its origins in the pre-annexation civil wars. Ngati Apa's apparent anxiety to sell almost certainly did have a good deal to do with its desire to assuage or erase the humiliation associated with those events. At the same time, it is likely that the iwi realised that it no longer had the numbers to sustain its claims to ownership: small numbers clearly limited its ability to maintain the necessary mobility required over the large tract of country involved.

The actual timing of the dispute suggests that Ngati Apa may well have felt emboldened by the support of Whanganui, by the alliance it had forged with the Crown during the Taranaki War, by its acquisition of arms, and by uncertainty on the part of the Crown and settlers over Ngati Raukawa's loyalty. There is one other possible factor. In 1872 before the Native Land Court, Kawana Hunia testified, with respect to the sale of Rangitikei-Manawatu, that he set out 'to have a disturbance with Ngati Raukawa … because [he claimed to have said to his iwi] I think some new laws will be imposed upon us by the Europeans.'[745] Unfortunately, he did not elaborate, but it seems at least possible that, having grasped the implications of the Native Lands Act 1862, he had acted in an effort to ensure that the Rangitikei-Manawatu lands were not made the subject of a protracted and costly investigation of uncertain outcome. As will become apparent, Ngati Apa would press Featherston – to the latter's delight – to complete the sale and purchase of the Rangitikei-Manawatu block as speedily as possible. One other question rarely asked is whether Ngati Apa were covertly encouraged to challenge Ngati Raukawa over the Rangitikei-Manawatu lands. The

[744] Wilson was of that view, suggesting that 'If the truth were known, I believe neither of the parties had any inclination to fight at all, and were glad of the excuse to refer it to someone to decide.' Wilson went on to suggest that Ngati Raukawa and Ngati Apa co-existed peacefully in the block and that 'It was only when the land became of value and was let to Europeans that any disputes arose.' See Wilson, *Early Rangitikei,* pp.164 and 166.
[745] Native Land Court, Otaki Minute Book 1, p.83.

Daily Southern Cross was brave enough to suggest (in June 1868) that Featherston had encouraged the evicted to reassert their claims to ownership, supplied them with arms and ammunition, and offered to buy their land.[746] No direct evidence bearing on those claims was located.

Featherston intervenes

Of the full reach of Featherston's political philosophy, comparatively little appears to be known. In some of his utterances, certainly as they related to Maori, ran an element of crude social Darwinism. In February 1866, he spoke in terms of 'getting rid of the difficulties which lay in the way of purchasing the Manawatu block of land …' He went on to claim that he had:

> … never held any faith in the elaborate Native policies which have been at various times propounded by statesmen in this Colony. I have always adhered to the principles I enunciated twenty years ago, that as it is utterly impossible to preserve the Native race from ultimate extinction, from annihilation through their connexion with a civilised people, our chief duty consisted, not in attempting elaborate theoretical policies, but in rendering the dying couch of the race as easy and comfortable to them as possible … What is the use of hatching Native policies for a race which you cannot possibly preserve?[747]

Featherston went on to quote approvingly from the *Times* which, in an article published in January 1865, held that:

> Our policy towards the natives in New Zealand is comprised in one word. 'Wait.' Temporising expedients, delays, dilatory negotiations, all manner of devices which are of little avail in ordinary cases, are of the greatest use when we have to deal with a race which is continually decreasing, on behalf of a race which is continually increasing. It is easier to grow into the undisturbed sovereignty of New Zealand than to conquer it.[748]

Fabian, that is, gradual and reformist, such sentiments may have been, as Featherston suggested, but he showed no disposition to wait when it came to the acquisition of Rangitikei-Manawatu. Both he and Fox, who appears to have shared Featherston's

[746] 'The spirit of Fenianism in New Zealand,' *Daily Southern Cross* 4 June 1868, p.3.
[747] Quoted in Williams, *A letter*, Appendix, pp.lxxv-lxxvi. The remarks were made in the course of an election meeting in Wellington on 21 February 1866.
[748] See 'Dr Featherston on the political situation,' *Wellington Independent* 13 March 1866, p.7.

expectation over the fate of Maori, were committed to a programme of land purchase that would see the contracting numbers of Maori confined largely to small reserves about their established kainga.[749]

In mid-January 1864, with tensions still running high between Ngati Apa and Ngati Raukawa and Rangitane, Featherston left Wellington to try, in accordance with Fox's instructions, to settle 'the long-pending land dispute at Rangitikei …'[750] At that time, Fox was Leader of the House and Colonial Secretary in the Whitaker-Fox Ministry. Buller arranged meetings with Ngati Raukawa and Rangitane at Tawhirihoe and Ngati Apa at Parewanui: Maori were anxious, he noted, to bring their dispute to 'a final issue' and the 'frequent "talk" among them of late in favor [*sic*] of selling the disputed land …' The Land Purchase Commissioner, he opined, might not only settle 'a difficult and vexed question of land title' (the nature of which he did not explain) but acquire for European settlement 'the finest and richest block of Native land in this Province.'[751] Settling the dispute over rents appears to have been from the outset secondary to the purchase of the block.

Some five weeks later, Featherston prepared a lengthy memorandum for Fox that revealed a good deal about the policy and strategy being employed by the Crown and of the relationships among the iwi and hapu involved. His first call was upon Wiremu Tako Ngatata and Te Ati Awa: Featherston recorded that Wi Tako 'gave no intimation that he intended to abandon the king movement, although he expressed uneasiness at the future of himself and people,' and suggested that he was caught between a fear of punishment by the Crown and the potential wrath of his own people. He acknowledged the part that Wi Tako had played in maintaining the peace in the region and noted that 'Neither surprise nor dissatisfaction were expressed when I explained the measures passed by the Assembly, and the determination of the Governor to crush the rebellion at once and for ever, and so trample out kingism in every part of the Colony.'[752]

[749] William Fox, *The six colonies of New Zealand.* London: William Parker & Son, 1851, pp.24-25.
[750] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.36.
[751] Buller, Memorandum, 5 August 1865, AJHR 1865, E2B, p. 5.
[752] AJHR 1864, E3, p.37.

On 15 January 1864, Featherston met some 400 of Ngati Raukawa and Rangitane at Ihakara's pa: his desire, he informed them, was 'to arrange a quarrel which seemed likely to involve the parties engaged in it at any moment in war …' He made it clear that 'whichever of the three tribes … dared to fire a shot, or strike the first blow, would be regarded as being in arms against the Queen's Government, and punished accordingly.'[753] The response of those assembled, to either the claim of imminent warfare or the rebarbative threat of 'punishment' was not recorded. Featherston suggested that each party appointed a committee of their leading men with a view to coming to 'some compromise without the Government interfering,' a suggestion that was dismissed, unsurprisingly, as 'infinitely absurd.' It seems likely that Featherston had expected that response: after all, that option had been tried and found wanting. That rejection raised the government's proposal for arbitration. He went on to record that Rangitane and Ngati Raukawa indicated 'that they had all along been and were still willing to submit the matters in dispute to arbitration,' and that they were prepared to nominate Robinson and Halcombe, together with an as yet unnamed Maori member, as their arbitrators. According to Featherston, it became apparent that the two iwi expected such arbitration to take place in the presence of all three iwi, a proceeding that would end, he suggested to Fox, 'in a general shindy.'[754] Although Tamihana Te Rauparaha supported Featherston, the two iwi subsequently agreed, 'with enthusiasm,' to arbitration according to 'Pakeha regulations.' Significantly, Featherston concluded that Ihakara was 'the recognised leader in this land dispute,' and that he had thus 'acquired an influence which he never previously possessed, and seems inclined to foment the quarrel rather than abdicate the position which he has attained by it.'[755]

On 16 January 1864, Featherston met Ngati Apa, supported by Whanganui, at Parewanui: while Ngati Apa recognised Matene Te Whiwhi and Tamihana Te Rauparaha as rangatira, Ngati Apa scorned Ihakara and his people. The iwi rejected the notion of arbitration, insisting 'that they would dispute about the apportionment of the block; that they would dispute about the particular block to be apportioned to each

[753] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.37. See also Wellington Provincial Council, *Votes and Proceedings*, Session XIII, 1865, Memoranda in reference to the Rangitikei land dispute, p.4.
[754] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.37.
[755] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.37.

party, about the surveys, about the boundaries of each man's land, and therefore they would have nothing to say to arbitration.'[756] Ngati Apa thus offered the entire block to the Crown, while those Ngati Apa gathered at two double palisaded pa at Awahou (each flying the Union Jack and a red war flag) also made it clear that they would not accept arbitration, and that they were willing to sell the lands in their entirety. Ngati Apa appear to have decided to pursue a strategy that combined the assertion of their land interests, a measured display of bellicosity, an offer to disarm, cooperation with the government, and overt reliance on the Crown for protection. Mohi, who Featherston described as 'the old fighting warrior of the Ngapuhi,' announced that 'We hand over the whole block to you for sale, not retaining a single acre, and with it the dispute. It is far easier to apportion the money than the land.'[757] It was a carefully conceived and developed strategy and one supported by 'all the principal chiefs of Wanganui, Wangaehu, and Turakina' as they made clear to Featherston when he visited Putiki on 21 January. At that meeting, Ngati Apa pressed its desire to sell the block and requested an immediate payment of £500, a request that Featherston promptly and wisely rejected.

On 24 January Featherston was back at Rangitikei where some 200 of Ngati Raukawa and Rangitane (including a number of assessors) had performed 'a war dance': as a result he decided to consult Ngati Apa first and did so at Te Awahou. There the iwi reiterated its rejection of arbitration, all the rangatira present informing Featherston that 'We now surrender into your hands our lands, our pas, and our arms, and we wait your answer.'[758] Featherston recorded that he indicated to Ngati Apa that while he accepted their 'offer':

> I have carefully forborne expressing any opinion upon the merits of the question as to who is right or wrong in this dispute. I don't know whether you have a right to the whole or any portion of these lands which you now offer me. Neither do I know whether the Rangitanes and Ngatiraukawas are entitled to the whole or any portion of the block. Neither tribe, until its interests have been ascertained, is in a position to hand over the lands in dispute to the Government, and I therefore tell you distinctly that I will not accept the lands.

[756] AJHR 1864, E3, p.37.
[757] AJHR 1864, E3, pp.37-38.
[758] AJHR 1864, E3, p.38.

> I will not buy a Waitara. All you can offer and all I can accept is the interest which you may be found to have in these lands.[759]

Quite how those interests were to be 'ascertained' without reference to the Native Land Court or other tribunal, Featherston did not say. He did though conclude that Ngati Apa's intention had been, by making the offer, to have their title confirmed by the Government and the latter made the principal in the quarrel. Ngati Apa repeated its disavowal of violence as a means of settling the matter, although it did not hand over all its weapons. They also agreed to return across the Rangitikei River leaving a sufficient number to care for their cultivations. In return, Featherston promised them government assistance should they be attacked by Ngati Raukawa and Rangitane.[760] Ngati Apa was clearly well satisfied with the outcome: it had successfully drawn the Crown into an inter-tribal dispute (contrived or otherwise), it had secured some acknowledgement at least of its rights to and interests in the Rangitikei-Manawatu lands, and it had had the opportunity to forswear any resort to arms, to affirm its loyalty to the Crown, and to assure Featherston that with respect to the dispute it would comply with the directions of the Government. Most importantly it had secured the promise of government assistance in the event of attack.

Featherston reported back to Ngati Raukawa and Rangitane while again offering a warning over any display of bellicosity. Tamihana Te Rauparaha and Matene Te Whiwhi urged acceptance of the proposal advanced by Ngati Apa, but Ihakara Tukumaru and Hoani Meihana Te Rangiotu reiterated the stance jointly taken by the two iwi, that they would neither sell nor allow Ngati Apa to sell. On the other hand they would accept arbitration, consent to the rents being impounded, and return to their homes. Clearly, those present were uncertain of where the iwi now stood in the eyes of the government, 'to which of the three classes they properly belonged,' and the 'pains and penalties' to which they might have exposed themselves.[761] The willingness of Ngati Raukawa and Rangitane to submit to arbitration while reiterating their opposition to any sale was a clear indication that the quarrel over the rents and the sale of the block remained in their minds separate issues, and that the resolution of the former did not require the sale of the lands involved. According to Featherston, it

[759] AJHR 1864, E3, p.38.
[760] AJHR 1864, E3, p.38.
[761] AJHR 1863, E3, p.39.

was Ihakara who, much to the surprise of Pakeha observers, agreed to the proposal to impound the pastoral rents until such time as the dispute had been resolved. Given the distinction that the two iwi were making between the matter of the rents and the matter of sale, Ihakara's consent should not have come as a surprise.

Featherston went on to record that 'Whether they [the parties involved] will abide by the agreement remains to be seen. If they do, and no rents are paid for a few months, I feel satisfied that they will come to some compromise. At all events there is now very little chance of their coming to blows.'[762] That suggested that the impounding of the rents was viewed as a short-term measure intended to encourage the disputants to settle the matter of their distribution: had that been the intention, it was soon lost as Featherston discarded arbitration for purchase. Nevertheless, the quarrel had allowed Featherston to craft a role not merely as a guarantor of order, stability, and protection, but most importantly as a peace-maker whose sole desire was to settle a quarrel over rents and so avert a war that might have drawn in other iwi, and that would have had major implications for those settlers already in the region (including the squatters). Moreover, he had professed a willingness to consider any solution that the disputants might advance: that iwi themselves had proposed sale and purchase would become another essential element of what might be termed the 'Featherston narrative.'

Buller later recorded that in order to protect the arrangement reached, he had ejected some 'European purchasers' from land, notably Pakapakatea, on which, with the permission of Ngati Raukawa but to the anger of Ngati Apa, they had been felling totara.[763] Those runholders occupying Maori-owned land were also warned not to pay any rents lest they face proceedings under the Native Land Purchase Ordinance.[764] The warning over the consequences of open conflict, and the order to the 'squatters' to cease paying rents to Maori, would 'very probably result,' predicted the *Wellington Independent,* 'in the extensive and valuable block being ere very long handed over to the Government by the Ngatiraukawas and Rangitanes, in the same way that it has

[762] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.39. See also Featherston, Memorandum for the Colonial Secretary ? December 1864, in Wellington Provincial Council, *Votes and Proceedings*, Session XIII, 1865, Memoranda in reference to the Rangitikei land dispute, p.8.
[763] Buller to Colonial Secretary 26 April 1864. Cited in Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.5.
[764] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.6.

already been done by the Ngatiapas.'[765] Whether Maori called upon Buller to explain why it was prepared to prosecute those illegally occupying Maori-owned lands in order to further its own interests but not to resolve the dispute in the same manner, he did not say.

Arbitration or purchase?

The suggestion of arbitration as a way forward clearly emanated from the Crown. In his memorandum of 5 August 1865, Buller recorded that Ngati Raukawa and Rangitane 'expressed full confidence in the Superintendent's impartiality, and unanimously consented to refer the whole dispute to His Honor for arbitration, provided the Ngatiapa would also consent to this mode of meeting the difficulty…' although he went on to add that both 'steadily refused to move from the land or to recognise the right of sale on the part of the other tribe.'[766] Buller offered no comment on why arbitration was abandoned, but the fact was that Featherston did not favour that mode of resolving the dispute. Indeed, he early discarded the notion of arbitration, indicating to Fox that sale represented 'the easiest solution and adjustment of their long-pending [emphasis added] dispute.' Arbitration would involve the apportionment of the land among the contending iwi and ultimately among iwi members, an interminable process, one redolent with the possibility of further disputes, and one in which the government would find itself mired and capable of being settled only by 'recourse to the sword.'

In support of his contention arbitration would prove ineffective, Featherston cited the 1863 proposal offered by Ngati Raukawa for the division of the land, the distribution of the rents prior to Nepia Taratoa's death, and that, just prior to the latter's death his action in handing over rents to Ngati Apa in recognition (according to Featherston) of their interest in the land. These three considerations demonstrated, in his view, each iwi's interest in and relative share of the land. Featherston could thus conclude that

[765] 'The West Coast Natives,' *Wellington Independent* 2 February 1864, p.2.
[766] Buller, Memorandum, 5 August 1865, AJHR 1865, E2B, p.6. It is of interest to note here that Williams described Buller as 'a model official; one who is at all times ready and willing to say and do all and everything he is bid ...' See Williams, *Manawatu purchase*, p.5. Galbreath offers a more refined assessment. See Galbreath, *Walter Buller*, pp.68-69.

'These three interests might easily be satisfied by a money payment but not by a subdivision of the land. And it would be well worth the while of the Province to buy up their interests by paying the two litigating parties a sum which would at the ordinary rate of interest yield to each of them the same amount as they have been jointly receiving from the squatters as rent.'[767] If the total annual rental is assumed to have been the £1,000, and if the rate of interest is estimated at five percent per annum, then Featherston appears to have had in mind a price of £20,000 or, at 7.5 percent per annum, about £25,000 (the latter being the price actually paid). Quite why a division of the block was not possible when division of a money payment according to relative interests clearly was feasible was a matter on which Featherston elected not to comment. He no doubt realised that a division of the block would probably have followed arbitration and thus almost certainly have placed his long-cherished ambition of obtaining Rangitikei-Manawatu in its entirety beyond reach.

It is worthwhile recording here that purchasing of land as a solution to inter-tribal disputes was a ploy long employed by the Crown. In 1848, in his final report on 'the adjustment of the Whanganui Land Questions,' McLean recorded that the objections of the Ngati Ruanui and Waitotora 'claimants' to the sale of their Kai Iwi lands were based 'on strong feelings of jealousy towards the Whanganui tribes,' but that he had managed to convince them that:

> … a settlement of their claims and disputed boundaries … would be the surest means of extinguishing their long-pending animosities, and of ultimately introducing Europeans to live on the land they were desired to part with, who would promote peace and harmony, and confer lasting benefits on themselves and their posterity.[768]

[767] Featherston, Memorandum for Fox 18 February 1864, AJHR 1864, E3, p.39. Interestingly, Featherston appears to have been uncertain over those claims: subsequently he suggested that the award of rents did not constitute proof of 'recognised ownership;' and that 'It appears to me that the best available test of ownership is that afforded by the native leases as they existed for several years …' See Featherston, Memorandum 15 November 1866, ANZ Wellington ACIH 16046 MA 13/111/70a; and Featherston to Richmond 23 March 1867, ANZ Wellington in ACIH 16046 MA 13/115/73a.

[768] McLean to Colonial Secretary [no date] September 1848, AJHR 1861, C1, p.248.

Te Kooro Te One's account

It will be useful at this juncture to consider briefly Ngati Kauwhata's version of the Rangitikei dispute, not least since the record dealing with Featherston's efforts to resolve the Rangitikei rents dispute was largely the creation of Featherston himself and Buller. In his testimony during the 1868 Himatangi hearing, Te Kooro Te One described the origins of the dispute and the course of Featherston's discussions. In what he described as 'the first lease, Ngati Apa was allowed to share,' but that 'afterwards Ngati Apa did not consider the kindness of Ngati Raukawa. Ngati Apa thus crossed to the south side of the Rangitikei to cultivate …' Although assisted by Ngati Raukawa, they turned to 'devising means of ejecting Ngatiraukawa,' and so seized the rents (for 1862) owing to Ngati Kauwhata and Ngati Parewahawaha. 'There was an inquiry and Ngati Apa was seen to be in the wrong.' When Ngati Apa claimed that Ngati Raukawa was returning to Maungatautari, the hui dissolved. He recorded that 'Ngatiraukawa were sore about the words of Ngati Apa,' and that Hoani Meihana Te Rangiotu was informed that 'Ngati Apa and we have been friends: we shall be strangers. We were angry for their taking the rent of 1862 and also about the lease of 1863, about which the dispute has arisen.'[769] When the next rental payment fell due, Ngati Kauwhata and Rangitane went to Parewanui to propose that Ngati Apa should share the Taikoria rents among the three iwi. Ngati Apa refused, although it indicated that it would have consented to sharing with Rangitane had it not come with Ngati Kauwhata. It was then arranged that Ngati Apa and Rangitane should receive the rent, but at the last moment Ngati Apa reneged. Rangitane and Ngati Kauwhata decided to drive off the cattle, noting that 'we were told that the affairs must be settled carefully by the tribe.' He went on:

> Ngati Apa's evil being now manifest – Hoani and Hirawanu called a meeting of Ngatiraukawa hapus at Puketotara – one cause was to settle – they also wished to show the distinction between themselves and Ngati Apa – wished to remain as their fathers had done in the kindness of Ngati Raukawa – that was the tenor of speeches – invited Ngati Raukawa to occupy Rangitikei.[770]

[769] Native Land Court, Otaki Minute Book 1C, p.287.
[770] Native Land Court, Otaki Minute Book 1C, p.288. It will be noted that Te Kooro Te One (and others) employed the terms 'Ngati Raukawa' and 'Ngati Kauwhata' interchangeably.

Ngati Raukawa's intention appears to have been to cultivate and, although armed, assured Fox who had intervened that 'the muzzles are plugged at present.' The iwi constructed a pa at Tawhirihoe and wrote to the Governor 'to ask for someone to "whakaua" [*sic* – whakatau] – not long after Dr Featherston appeared.'[771] According to Te Kooro Te One, Featherston approved of Ngati Raukawa's plan for arbitration, and indicated that he had advised Ngati Apa to agree but that the latter had refused, offering instead to sell the land to the Crown. He went on:

> We were told that Dr Featherstone [*sic*] said 'Hand over the whole matter to me, land guns, and all.' Ngati Apa said 'If you Dr Featherstone are not strong enough to take the land, I will take it, and I will be the "Rangatira" - Dr Featherstone then said 'You can go back to Parewanui and leave the affair in my hands.' Dr Featherstone then came to Tawhirihoe and told Ngati Raukawa that the whole matter was put in his hands by Ngati Apa – land, quarrel, and all – and he asked Ngati Raukawa 'to place the matter in my hands.' Ngati Raukawa chiefs declined – I urged that the dispute should be settled - 'It will be for the whakawa only to take my "pakanga." Dr Featherstone said 'An investigation of the land title cannot take place because it is 'he whenua rarurarau' [disputed land] – it will be better to sell it and let the piece be divided so that both parties may be satisfied. Ngati Raukawa did not assent. Dr Featherstone then said I will impound the rent for the leases which has been the cause of this disturbance. Ihakara agreed to this 'tutakina.'[772]

Ngati Raukawa, Te Kooro Te One noted, continued to press for an investigation. He also claimed that Featherston did not ask who had owned the land at the time of the Treaty, made no mention the Treaty, and did not inquire after the division of the land between Ngati Apa and Ngati Raukawa at the time of the Rangitikei-Turakina sale. Finally he added that:

> Dr Featherston's first reply to proposal for investigation was an assent but after he had seen Ngati Apa and had the offer for sale he said – 'E kore e kaha te whakawa he whenua rarurarau' – his only proposal was that Ngati Raukawa should sell him the land – he did not support … Ngati Raukawa's wish for investigation after the land had been offered by Ngati Apa for sale.[773]

The *Minute Book* recorded that the 'Court remarked on irrelevancy of this evidence and discussion ensued on objection of counsel for the Crown …' In fact, the evidence went to the heart of the whole Rangitikei-Manawatu transaction. What it does indicate

[771] Native Land Court, Otaki Minute Book 1C, p.288.
[772] Native Land Court, Otaki Minute Book 1C, p.290.
[773] Native Land Court, Otaki Minute Book 1C, p.290.

is that Ngati Raukawa and Rangitane were prepared to enter into arbitration, that Featherston initially agreed (or reaffirmed Fox's original offer), but that in the face of both a challenge and an offer made by Ngati Apa withdrew that option and insisted upon sale and purchase as the only means of resolving the dispute. What is also apparent is that at an early stage, Ngati Raukawa and Rangitane also sought an 'investigation,' although it is not entirely clear whether that was conceived as a process separate from the proposed arbitration. What is clear is that Featherston, according to Te Kooro Te One, appeared not as an arbitrator but as a purchaser.

It is of interest to note here that in 1865 the *Wanganui Chronicle* claimed that Ngati Apa agreed to sell the Rangitikei-Manawatu block to the Crown on the condition that on no account was the dispute to be referred to arbitration. Featherston thus set out to prevail upon Ngati Raukawa to forgo the arbitration that the Crown had originally proposed and to which it had agreed. Ngati Raukawa remonstrated with Featherston, noting that they had consented to arbitration, that arbitration had been promised for August 1863, but that no arbitration had taken place. The iwi went on to reject Featherston's promise to divide the purchase monies between the two iwi as irrelevant. In comments that both went to the heart of the issue and encapsulated Featherston's apprehension, Ngati Raukawa insisted that:

> … we know nothing of money; no money is in dispute; it is land. Let the land be settled about. If it is all ours after the settlement, come to us and let us talk about the sale of it. If part of it is ours, and you want that part, come to us then; but do not take our land from us and divide money.[774]

There was nothing in that account inconsistent with that advanced three years later by Te Kooro Te One. The *Wanganui Chronicle* went on to claim that, fearing that Parliament might rescind the exemption of the Manawatu from the operation of the Native Land Act 1862, Featherston decided to force the issue by advising runholders that he would prosecute any who paid the rents. Ngati Raukawa 'succumbed to what they could not prevent,' while Fox, aware of the breach of faith involved, accepted Featherston's approach in return for the latter's support for the Ministry.[775]

---

[774] 'The Manawatu block,' *Wanganui Chronicle*, Cited in *New Zealand Herald* 20 June 1865, p.5.
[775] 'The Manawatu Block,' *Wanganui Chronicle*. Cited in *New Zealand Herald* 20 June 1865, p.5.

Ngati Apa and the pastoral leases

During the 1868 Himatangi hearings, Ngati Apa also offered some evidence with respect to the dispute. Thus Ratana Ngahina claimed that he had arranged the lease of the 40,000-acre Makowhai run to John Alexander. He also claimed that he had agreed to pay Nepia a portion of the rent, a claim that sits oddly with the fact that the Makowhai run was one of two singled out by Buller as being at the centre of the dispute. He went on to claim that he, with Rangitane, arranged the lease of the Taikoria run to Treweek; that Ngati Raukawa arranged the Pukenui lease to Daniell, Ngati Parewahawaha agreeing to share the rents with Ngati Apa following objections by the latter; that Ngati Apa arranged the Waitohi lease to Donald Fraser, insisting that 'No Ngatiraukawa were admitted into that lease at the time of its execution … The Ngati Raukawa signatures on the flyleaf of the lease were inserted about a year afterwards, but they were put in without our consent.' He went on to add that Ngati Apa continued to receive the rents up to the time that they were impounded but that on receiving the first year's rent (£60) Ngati Apa made a one–off present of £10 to Aperahama and Nepia. Finally, he asserted that Nepia Taratoa had arranged the lease of Mingiroa but had paid £20 of the first year's rent to Waitere and Hakaria of Ngati Apa: it was, he added, in respect of this land/lease that Ngati Apa 'as far as Wangaehu decided on fighting with the Ngatiraukawa. The Wanganui section of the Ngatiapa agreed to join us.'[776]

Hamuera Te Raikokiritia claimed that he had invited Nepia, with respect to the Rakehou lease to Trafford, to join him in the lease, a decision that he now attributed to a 'grudge' he had with other Ngati Apa chiefs. 'The Rakehou land belonged to me and to the Ngatiapa tribe.' He acknowledged that the lease had been executed between Trafford and Nepia Taratoa, and that rent of £60 per annum share had been shared equally between Nepia Taratoa and Tapa Te Whata, but insisted that 'They handed all the money to me,' that he offered it to Ngati Apa, but that the latter had refused to accept it, and so he returned some to Nepia Taratoa and retained the rest. He also claimed to have arranged the Pouatatua lease to Cameron and to have given a present of some of the rent to Tapa Te Whata.[777]

[776] 'Native Lands Court, Otaki,' *Evening Post* 21 April 1868, p.2.
[777] 'Native Lands Court, Otaki,' *Evening Post* 21 April 1868, p.2.

Kawana Hunia also made a number of claims over who had arranged the leases and collected the rents, claims intended to demonstrate the key role that Ngati Apa had played but which also indicated that Ngati Apa and Ngati Raukawa had negotiated and reached agreement over such issues. With respect to the lease to Robinson, he insisted that 'There were no Ngatiraukawa besides Nepia concerned with us in this arrangement. Some Ngatiraukawa got their names admitted afterwards. I had nothing to do with that. They were not inserted with my consent.' Interestingly, in 1885 Buller testified before the Native Affairs Committee that Robinson had regularly paid the rent to Parakaia Te Pouepa and others until 'Ngati Apa came down and claimed everything …'[778] With respect to the Kaikokopu lease to Cook, Hunia insisted that 'I and the Ngati Apa granted the lease. I did not invite any Ngatiraukawa to join me in the lease.' Ngati Apa, he claimed, received the whole of the rent up to the impounding.[779] In short, the three witnesses claimed that Ngati Apa had arranged most of the leases, accepted the rents, and made a decision to share some of the monies with Ngati Raukawa, and that Ngati Raukawa names had been improperly, surreptitiously, and somewhat mysteriously entered into some of the leases. Given the alleged control Ngati Apa exerted over the leases and rents associated with the two runs apparently at the centre of the dispute, it is not at all clear why it should choose to provoke a minor crisis over the distribution of the rental monies.

During the Manawatu-Kukutauaki investigation in 1872-1873 Hunia offered some further comments. Now he claimed that Ngati Raukawa had proposed to lease all the land between Otaki and Rangitikei and that he had urged his people to sell the land because he understood the meaning of that proposal. What Hunia appeared to be suggesting was that Ngati Apa decided to push for the sale of all the lands from the Rangitikei River to Otaki in an effort to block Ngati Raukawa's plans to lease the lands, to secure control over the revenues generated, and to complicate or thwart any efforts to sell the lands involved. In this version, Ngati Apa's desire to sell appears to constitute an admission that it could not prevent others exercising acts of ownership over lands that it claimed as its own.

[778] AJHR 1885, I2A, p.6.
[779] Native Land Court, Otaki Minute Book 1D, pp.524-529. See also "Native Lands Court, Otaki,' *Evening Post* 21 April 1868, p.2.

Hunia went on to add that Ngati Apa's move to sell the land displeased Ngati Raukawa who made it plain to McLean that any sale should be confined to the lands lying to the north of the Rangitikei River. He recorded McLean as saying to Ngati Raukawa that 'it rested with them' and his advising McLean that he would not 'cease urging my desire about these lands [.] he said soften down your intentions & I will endeavour to get Ngatiraukawa to do the same. I told him I would not.' Ngati Raukawa, he informed McLean should return to 'their own place.' He acknowledged that Nepia Taratoa had suggested that the dispute should be 'a war of words,' but it was plain that Hunia distrusted or had chosen to distrust Ngati Raukawa and reaffirmed, despite opposition on the part of some in Ngati Apa, that it had been his 'intention to have a disturbance with Ngatiraukawa …' All this while, he conceded, Ngati Raukawa was leasing the land but on the advice of Te Rangihiwinui he had 'held back and did not object to the leasing.' [780]

Hunia went on to assert that:

> Some years after this Taratoa went up to Rangitikei and said to me let us stop disputing – give your attention with regard to the three tribes – if the Raukawa are equally peaceful as these three tribes I might agree to lease the lands. While I was going into the matter some of the Ngatiapa said let us agree to what Taratoa says – they saw they could get some money – Rangitane said so also Muaupoko said the same thing. They only did so to get money. I listened in silence to what they said and they went on with their leases and land was leased between Manawatu & Rangitikei.[781]

When a dispute arose over the distribution of the rents, Hunia claimed to have decided not to attack Ngati Raukawa as Rangitane had joined with them, but rather to have proposed that the matter should be taken to court. Indeed, he claimed to have said that he wanted 'the land brought into Court in one block from Rangitikei to Kukutauaki I want to know what title has to this land …' The other iwi, he recorded, were opposed to that course of action. He went on to acknowledge that it had been he who had 'raised the disturbance.' [782] Significantly, perhaps, he then claimed that he met Featherston at Te Awahou and that the Land Puchase Commissioner announced that he:

[780] For Kawana Hunia's evidence, see Native Land Court, Otaki Minute Book 1, pp.56-95.
[781] Native Land Court, Otaki Minute Book 1, p.84.
[782] Native Land Court, Otaki Minute Book 1, pp.84-85.

> … had better buy this land. I said I thought it might be investigated first & find out why Ihakara built a pah & when we find he has no title we can arrange a fight between us & Raukawa. Dr Featherston said all the tribes had agreed to the sale of this land & urged me to sell [.] he said all the rents should be impounded and we were to agree to give him the land & he was to look after the rents [.] he said he would not allow the rents to be paid for fear of further complication [.] I said if all the tribes have consented I will [.] I don't wish to be blamed afterwards if there is anything wrong.[783]

It must be borne in mind that this evidence was offered in 1872 but, taken as face value it suggests that the proposal for sale and purchase originated with Featherston, and that Ngati Apa felt pressured by the claim that 'all the tribes' had agreed to sell the block and by the possibility that it might be held responsible should 'anything [go] wrong.' It seems at least possible that Ngati Apa was also apprehensive over the possibility of confiscation. In short, Hunia's testimony contradicted Featherston's claim that the proposal for the sale of Rangitikei-Manawatu had come from Maori themselves. On the other hand, Hunia's claim that he wanted the land from Rangitikei to Kukutauaki 'brought into Court' does sit well with his earlier recorded views on a formal title investigation.

Featherston's testimony

When he appeared before the Native Land Court in April 1868, Featherston attested that at the end of 1863 he was 'requested' to go to Rangitikei to try to settle the matters in dispute and that 'subsequently' he was appointed land purchase commissioner. When recalled on 16 April, Featherston attested that the leases negotiated between Maori and squatters affected 'nearly the whole of the Rangitikei Manawatu (purchased) block,' and that he acquired them 'in connection with my stopping the payment of the rents.' The Maori lessors had been informed that the government was 'impounding' the rents. When cross-examined by Williams, Featherson could not remember whether he was a land purchase commissioner when he 'went up' to the Rangitikei,' but affirmed that he had subsequently been appointed to that role.[784] Featherston's vagueness seems a little odd, given the immense

[783] Native Land Court, Otaki Minute Book 1, p.87.
[784] Featherston's evidence can be found in Native Land Court, Otaki Minute Book 1D, pp.534-536, and 642-648.

satisfaction to which the appointment in 1862 had given rise. It seems at least possible that he was reluctant to acknowledged that he had intervened as much as Land Purchase Commissioner as Superintendent. On one matter, Featherston was insistent: 'I impounded the rents at Tawhirihoe,' he claimed, 'to prevent the tribes fighting – it was done with the assent of all the tribes – the rents were to be paid when the whole question of the purchase should be settled.'[785] Buller would later offer a rather different reason for the impounding. Settling a dispute over rentals involving perhaps three runs was, in Featherston's mind, closely linked to the purchase of 250,000 acres of the finest land in the Province of Wellington.

One other assertion made by Featherston in 1868 was that at Tawhirihoe in 1864, Ngati Raukawa 'absolutely refused to sell – the Ngatiraukawa proposed arbitration as to the title of the land declaring at the same time that if the decision was adverse they would not abide by it …'[786] He made no reference to any such inconsistency in his report of 18 February 1864.

Buller's testimony

Details pertaining to the decision to 'impound' the rents appear to be few.[787] In 1865, Buller claimed that 'The impounding of the rents (with the mutual consent of the parties) was intended to prevent further complication of the dispute, and to facilitate the ultimate adjustment of the question as between the Native owners and the European runholders.'[788] In a letter to the Native Secretary dated 5 February 1877, on the other hand, he recorded that 'The ostensible reason for this was that the tribes were disputing over these rents, and might come to blows about the decision; the more obvious reason was that the stoppage of this income would accelerate the sale of the land.'[789]

[785] Native Land Court, Otaki Minute Book 1D, p.644.
[786] Native Land Court, Otaki Minute Book 1S, p.643.
[787] In fact, the rents were never 'impounded.' They were simply not paid, the Crown later reimbursing Maori. This matter is explored below.
[788] Buller, Memorandum, 5 August 1865, AJHR 1865, E2B, p.6.
[789] Buller to Mackay 5 February 1877, AJHR 1885, I2A, p.18.

Buller commented at greater length on this matter in the course of his testimony to the House Native Affairs Select Committee of 1885: that Committee was charged with investigating the Himatangi back-rents. In the course of his evidence, Buller described himself as Featherston's 'trusted agent … to negotiate with the Natives' over the Rangitikei-Manawatu purchase.[790] He acknowledged 'That, as the illegal occupation of the land by European runholders under Native leases was complicating the question and causing difficulties to the Commissioner, the Government stepped in and impounded the rents, by prohibiting, under pain of expulsion, all payments to the Native owners pending the completion of the purchase.'[791] He subsequently affirmed that the rents had been impounded 'in the hope of impoverishing the Natives, and making them sell the land.' He suggested that that action had had the desired effect, but interestingly sought to distance himself from the decision over impounding, claiming that Featherston had decided upon that course before he (Buller) had become involved. [792] That last claim is of some interest since it suggests that Featherston had long had in mind the possibility of employing the pastoral rents as a lever and that the dispute over distribution offered him the opportunity to engage that lever. Of equal interest was his observation that, impounding apart, 'there was scarcely any other course left for him [Featherston] at that time.' Impounding thus has very little to do with averting any conflict and everything to do with exerting financial pressure. 'Dr Featherston,' added Buller, 'saw there was very little chance of getting the land into his own hands so long as the Natives were getting money from large runholders, and he agreed to pay them 10 per cent per annum on the arrears, instead of taking proceedings in Court for putting an end to the illegal occupation.'[793] Whether that additional 10 percent was also intended to dissuade Maori from evicting the squatters for failure to pay the agreed rents is not clear: eviction would certainly not have assisted Featherston. In any event, the dispute precipitated by Ngati Apa offered Featherston both the opportunity and the means of pursing his real goal of purchase.

It is likely that Featherston made it plain to Maori that failure to accept the arrangement over impounding would result in action for illegal squatting being taken against the runholders, depriving them of any prospect of regaining an important

[790] AJHR 1885, I2A, p.5.
[791] AJHR 1885, I2A, p.1.
[792] AJHR 1885, I2A, p.8.
[793] AJHR 1885, I2A, p.5.

source of income. Perhaps unsurprisingly, Buller recorded that 'Maori accepted Featherston's action over the rents ''to a certain extent.''[794] Buller, while noting the pressure that Featherston brought to bear on the squatters to accept the arrangement, did not comment on any concessions offered: it did though emerge that the squatters were promised, in the event that the block was acquired by the Government, a pre-emptive right to purchase a specified area of land (thus meeting their longstanding wish for security) and some compensation for improvements. J.C. Richmond also appeared before that Select Committee: questioned over 'some dispute' being the reason for the impounding of the rents, he would go no further than to say 'That was the reason assigned for it.'[795] He subsequently added that 'the whole [Rangitikei-Manawatu] transaction was anomalous,' but the Government had 'not thought it desirable to interfere with Dr Featherston's operations - except that it reserved to itself the right of supplementing these operations, so that justice might be meted out to those who objected.'[796]

An 'agreement' to sell?

Featherston thus fashioned a multi-pronged approach intended to pressure Ngati Raukawa – who had at Tawhirihoe in 1864 'absolutely refused to sell,' he subsequently claimed – into agreeing to the sale of Rangitikei-Manawatu.[797] He accorded Ngati Apa the recognition and assurances over security that it sought; he 'impounded' the rents with a view to impoverishing the lessors; he pressured the squatters through threats of legal action while simultaneously undertaking to recognise their interests and needs should they comply; and he invoked a threat of military intervention and confiscation of land.[798] The General Government was certainly pleased, Fox conveying 'his thanks for your laborious exertions with a view to the settlement of the Rangitikei Land Dispute,' and expressing 'a hope that the

[794] AJHR 1885, I2A, p.6.
[795] AJHR 1885, I2A, p.11.
[796] AJHR 1885, I2A, p.11.
[797] See Featherston's evidence in the Himatangi hearings, Native Land Court, Otaki Minute Book 1D pp.534-551 and Otaki Minute Book 1E, pp.641-656.
[798] Featherston's threat of military intervention should be contrasted with the direction issued by the General Government to Manawatu's Resident Magistrate, in May 1864, that 'no attempt should be made at present to arrest Natives returned from the War who refuses to submit, as the Government is not prepared for and is most desirous to avoid any collision in the Wellington Province.' See Shortland to Resident Magistrate, Manawatu 2 May 1864, ANZ Wellington ACIA 16195 WP3/15 64/623.

Natives will soon see their interests in adopting your Honor's proposals.'[799] Thus, in June 1864, in an address to the Wellington Provincial Council, he reported that, 'After long and weary negotiations and many disappointments … a Memorandum of Agreement for the sale of the Upper Manawatu Block [Te Ahuaturanga] has been duly signed,' and predicted that the settlement of a large Pakeha population in the centre of the West Coast 'will tend to the maintenance of peace, and the security of the whole Province.' That purchase and the acquisition of Te Awahou, he added, meant that the Crown had now acquired 270,000 acres 'of the long and much desired Manawatu territory.' He concluded by predicting the settlement of the dispute involving Ngati Apa, Rangitane, and Ngati Raukawa: 'the only possible solution,' he claimed, was the cession of the block involved to the Crown. That prospect, together with the acquisition of 'Muhinui,' three small blocks in the Wairarapa, and the Forty Mile Bush collectively meant that the Province 'can have no hesitation in at once resuming immigration and the prosecution of public works on an extensive scale.'[800]

For its part, Ngati Apa was determined to press the matter of sale and purchase to a close as quickly as possible. In July 1864, Te Ratana Ngahina, on behalf of the iwi, sued Wiremu Pukupuka and others for £500, 'the value of sawn timber belonging to the said Te Ratana Ngahina and others …' The timber (totara) had been cut for Ngati Apa by 'Wanganui natives' but had, allegedly, been appropriated by Ngati Raukawa who had sold some and used the balance for the iwi's own purposes. In fact the bush concerned had been on Pakapakatea and had been felled in 1857-1858. Buller, before whom the hearing was conducted, seized the opportunity to announce that:

> … as the point raised by the case was a disputed question of Land Title between the Ngatiraukawa and the Ngatiapa, and that as the Ngatiapa themselves opposed the final arbitration and adjustment of this question by His Honor the Superintendent as proposed by His Excellency's Government, the Court must decline to entertain the subordinate claim as to the timber pending the settlement of the larger question.[801]

[799] Shortland to Featherston 15 March 1864, ANZ Wellington ACIH 16195 WP3/15 64/599.
[800] 'Provincial Council,' *Wellington Independent* 9 June 1864, p.2. It is worthwhile noting that the New Zealand Loan Act 1863 authorised the General Government to raise a loan of £3 million. Of that sum, £45,000 was to be allocated to immigration and £135,000 to public works to that part of Wellington Province that lay to the south of Whanganui, and £75,000 and £225,000 for the same purposes respectively to Taranaki and that portion of Wellington province that lay to the north of Whanganui. Interest and sinking funds costs were to constitute a charge upon the provincial government's revenues.
[801] See Buller to Featherston 4 August 1864, ANZ Wellington ACIH 16195 WP3/17 65/415.

A decision to sell?

In a letter dated 17 September 1864, Ihakara Tukumaru, Hoani Meihana Te Rangiotu, Wiremu Pukapuka, Noa Te Rauhihi, Hori Kerei Te Waharoa, Aperahama Te Huruhuru, and Te Rei Paehua informed Featherston that they had placed 'Our land lying between the Manawatu and Rangitikei rivers … in your hands, for sale to the Government, as the only means of finally settling our difficulty.' The 'offer' was carefully qualified: not only the matter of price and reserves to be 'properly adjusted,' but their decision constituted 'the individual act of a few, the leading men in the dispute, and threatened fight. The general consent of the tribe,' they added, 'has not yet been obtained to the proposed sale. The final decision as to selling or refusing to sell, rests of course with the whole tribe … it is only when both chiefs and people are agreed the land can be absolutely ceded.'[802] By way of a separate letter, Tapa Te Whata of Ngati Kauwhata supported that submission. No reason for the change of heart was offered, although Featherston suggested that the impounding of rents and the sale of Te Ahuaturanga for £12,000 had acted, as hoped, as major incentives.[803] Buller subsequently recorded that 'Ngatiraukawa and Rangitane chiefs' decided to terminate the dispute by selling Rangitikei-Manawatu to the Crown, but provided that Ngati Apa agreed to an investigation of title. In September 1864, they thus wrote to Featherston with 'a definite offer …'[804] Ihakara claimed to have made a tour among 'his people' and reported that 'the proposal to sell the land was received by them with satisfaction.'[805] What is clear is that at that moment, the two iwi appeared to believe that the option of a Native Land Court title investigation was available to them. Ngati Raukawa, it seems, by holding out the possibility of sale, discerned an opportunity to have the central question of ownership brought before the Native Land Court.

The outcome of that letter was a meeting held at the Lower Ferry House on the Manawatu River on 12 October 1864. Featherston would subsequently attach great importance to these proceedings and to the 'agreements' apparently reached. It should

[802] Ihakara Tukumaru and others to Featherston 17 September 1864, AJHR 1865, E2, pp.4-5.
[803] Memorandum, Featherston to Colonial Secretary, n.d. AJHR 1865, E2, p.3.
[804] Memorandum by Walter Buller 5 August 1865, AJHR 1865, E2B, p.6.
[805] 'Dr Featherston and the Rangitikei land dispute,' *Wellington Independent* 11 January 1866, p.5.

be borne in mind that again Buller acted as interpreter and note-taker for Featherston, and that his skills as an interpreter were openly challenged.[806] Assembled at the Lower Ferry House were 'eleven representative Chiefs of the Ngatiraukawa and Rangitane Tribes …' and a number of other Maori.[807] Quite what Buller meant by 'representative' in this context was not at all clear, while other reports place the number of rangatira at nine. They included Ihakara Tukumaru, Matene Te Whiwhi, Hoani Meihana Te Rangiotu, Wiremu Pukapuka, Hori Kerei Te Waharoa, and Te Rae Paehua. It is worthwhile noting that Matene Te Whiwhi was a senior assessor on an annual salary of £100, that Ihakara Tukumaru was as assessor on £50 per annum, and that three others were also assessors on annual salaries of £30.[808] Buller recorded that Ihakara 'formally offered the block for sale to the Crown,' subject to price and definition of reserves, and that Featherston 'accepted their offer of sale subject to future terms.'[809] On the basis of the evidence available, it could hardly be said that a contract for sale and purchase had been reached: the most that can be said is that the rangatira assembled had agreed to explore the terms of a possible sale. Interestingly, Featherston recorded that he had met 'the chiefs of the Ngatiraukawas and Rangitane, and some thirty other Natives at Manawatu' (including Matene Te Whiwhi) and at that meeting Ihakara presented to him a 'carved club' (a pounamu mere known as 'Rangitikei') that had once belonged to Nepia Taratoa to symbolise the passage of the land into the hands of the Crown.[810] Further, while Featherston himself claimed that 'The only questions to be arranged were those of price and reserves,' Buller recorded him as reminding those assembled:

> … that he could not conclude the transaction until every member of both tribes had consented to the sale and to the specific terms thereof, and that in his negotiations for the block, the legitimate claims of the Ngatiapa would be rigidly respected and upheld.[811]

It is important to note that Buller recorded Ihakara as observing that 'it would be premature to discuss the terms as the whole subject was still under deliberation

[806] See Hadfield to Rolleston 1 August 1867, AJHR 1867, A19, p.13.
[807] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.6.
[808] See AJHR 1864, E7.
[809] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.6.
[810] Featherston to Colonial Secretary 21 August 1865, AJHR 1865, E2B, p.3.
[811] Featherston to Fox 21 August 1865, AJHR 1865, E2B, p.3, and Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.6.

[presumably by the iwi] – that their object in meeting the Queen's Commissioner was to be informed whether their offer of sale would be accepted.'[812] Clearly, the sellers had still to gain the full support of Ngati Raukawa and indeed Featherston recorded Ihakara as saying that 'they still had to obtain the consent of the people, which would probably take two or three months.' Further, according to Featherston, 'There was a tacit admission that the Ngatiapas had undoubted claims, and would be entitled to a share of the purchase monies.'[813]

Interestingly, Featherston also recorded that Ihakara and others pressed for the rents, a request that he declined, but the fact that Ihakara had raised the matter suggested that their 'impounding' was having the desired effect. In fact, some months earlier, in April 1865, several Manawatu runholders advised Featherston that their rents were more than a year overdue and that 'the Natives are now becoming clamorous for their rents, and also becoming troublesome.' They went so far as to make it plain to Featherston that unless he could arrange matters so that they had 'full command' of their stock, '… we will be compelled to pay the overdue rents and risk your Honor's displeasure, seeing now that the Tribes have agreed as to the division of the same.'[814] The demand for the release of the rents suggested that the iwi regarded the dispute as having been settled, a conclusion with which even Featherston agreed, assuring the Colonial Secretary that 'the quarrel which has for so long a period seriously threatened the peace of this Province is now virtually at an end and ... the purchase of the Block was certain.'[815] That latter claim would be the first of many similar claims that Featherston would make and indeed would constitute an essential element of his narrative that not only had he induced Ngati Raukawa to sell the block but that he had acquired it in its entirety.

The next day, 13 October 1864, Featherston met (again according to Buller) some 200 members of Ngati Apa at Parewanui, including some of the chiefs from Whanganui. Buller recorded the Land Purchase Commissioner as congratulating the iwi on 'the

[812] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.6.
[813] Featherston, Memorandum for the Colonial Secretary, AJHR 1865, E2, p.3.
[814] Daniell and others to Featherston 11 April 1865, ANZ Wellington ACIH 16195 WP3/17 65/221.
[815] Featherston, Memorandum for the Colonial Secretary, AJHR 1865, E2, p.4. It is of interest to note here that in June 1865, District Surveyor J.T. Stewart forwarded to Featherston a report 'as to proposed manner of laying out portions of the Upper and Lower Manawatu Blocks.' See Stewart to Featherston 10 June 1865, ANZ Wellington ACIH 16195 WP3/17 65/308.

strictly honorable [*sic*] manner in which they had fulfilled the conditions of their agreement …'[816] Featherston recorded that Te Rangihiwinui, delighted with the outcome of his meeting with Ngati Raukawa, 'never had denied the claims either of the Rangitanes or Ngatiraukawas …'[817] Independent reports of these meetings were not located. The *Wellington Independent* merely recorded that Featherston's negotiations had been 'completely successful.' [818] Subsequently, it hailed Featherston's 'mission' to the West Coast as 'very successful.' It drew very heavily from Buller's memorandum of 5 August 1865, and did little more than conclude (in what would become a familiar refrain) that as a result of Featherston's 'patient and skilful management … [there was] some tangible prospect of a fine agricultural block of several hundred thousand acres being, ere long, acquired for European settlement.'[819] It went on to add that Maori would never occupy the large tracts of land they still owned, that their acquisition was 'necessary to the spread and growth of colonization,' and that the lands would eventually be occupied whether purchased or not. It was a succinct description of the public or settler agenda. Again the claim was made that Featherston had 'well nigh brought to satisfactory conclusion his negotiations for the purchase' of Rangitikei-Manawatu.[820]

It is worthwhile noting here that one other factor lay behind Featherston's drive to acquire Rangitikei-Manawatu in the name of the Wellington Provincial Government, namely, the efforts through 1864 by some settlers of the Whanganui, Turakina, and Rangitikei districts to secure political separation from Wellington Province. Those efforts were opposed by others: in March 1865, for example, residents of the Rangitikei and Manawatu districts made clear their opposition to the inclusion of the 'North West Country of the Province of Wellington … within the boundaries of the proposed new Province of Wanganui.'[821] Again, in September 1865, residents of those districts pressed to have the Turakina River or the Whangaehu River declared as the southern boundary of the proposed new province. Others, formerly supportive of

[816] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.7.
[817] Featherston, Memorandum for the Colonial Secretary, AJHR 1865, E2, p.4.
[818] 'Local and general,' *Wellington Independent* 25 October 1864, p.2. A similar note appeared in 'Wellington,' *Hawke's Bay Herald* 29 October 1864, p.5. For the editorial, see 'The Superintendent and the Rangitikei land dispute,' *Wellington Independent* 29 October 1864, p.3.
[819] 'The Superintendent and the Rangitikei land dispute,' *Wellington Independent* 29 October 1864, p.3.
[820] 'Native land purchases,' *Wellington Independent* 19 November 1864, p.2.
[821] ANZ Wellington ACIH 16195 WP33/17 65/490.

separation, changed sides in the debate, citing as one of the reasons 'recent alterations in the Native Land Laws of this Colony …'[822] They did not elaborate. The prospect of losing a large part of the west coast lands to a new province nevertheless remained an important factor in Featherston's calculations and in his drive to acquire the Manawatu lands.

Featherston's 'vagabonds'

In May 1865, Featherston assured Premier Weld that 'All that remains to be done is to allow the Chiefs of the three tribes to settle the details of the arrangement, insisting in the meantime upon a faithful observance of the conditions of the agreement by all parties.'[823] Yet, earlier in that same month, Resident Magistrate Noake had advised the Native Minister that 'decided measures' were required if conflict were to be avoided.[824] Reports of Ihakara's anger saw Noake meet Maori 'up the Manawatu River' where he found them 'much aggrieved that their lands were excluded from the Native Lands Act.' They intended, he advised Native Minister Mantell to petition Parliament accordingly.[825] That same month, from Tawhirihoe, Ihakara and 158 others (including Nepia Taratoa) of Ngati Raukawa 'resident at Rangitikei and Manawatu,' petitioned Parliament 'praying that their territory may be brought under the operation of "The Native Lands Act, 1862."' Twenty-one residents of Horowhenua and 17 of Ohau added their signatures. They claimed that:

> … Rangitikei, Manawatu, and on to Ohau are in your prison-house. Great is the grief that has come upon us on account of your having enacted two courses of law for New Zealand: one a law for opening (permissive); the other a law for closing (prohibitory). Rather let them all … be open. If you persist in closing up our small piece between Ohau and Rangitikei, great will be our grief at our imprisonment by you. It would be better to make the permission general, that there may be but one law for our island; lest some live in gladness of heart, and others in darkness …[826]

[822] ANZ Wellington ACIH 16195 WP3/18 65/451-648.
[823] Featherston to Weld 22 May 1865, ANZ Wellington ACIH 16046 MA13/119/75a.
[824] Noake to Native Minister 11 May 1865, AJHR 1865, E2, p.5.
[825] Noake to Mantell 17 May 1865, AJHR 1865, E2A, p.2.
[826] AJHR 1865, G4, p.4.

The petitioners thus sought the removal of 'this ill-working restriction from our territory and permit us to go on our way in lightness, joy, and gladness of heart.'[827] Some historians have claimed that Featherston deliberately misled Maori over the exclusion of the Manawatu block.[828] Gilling, on the other hand, suggested that Featherston may very well have felt that the matter was irrelevant.[829] Whatever the truth, the petition plainly indicated that Ihakara and his co-signatories had concluded that they had been misled. It should be noted that as originally forwarded the petition did not fully comply with parliamentary rules: it was returned for amendment, much to the irritation of Ngati Raukawa. An amended petition was forwarded to Mantell in July 1865.[830] Featherston sought to discredit the petition by claiming that it had been prepared at the instigation of Pakeha opponents to the proposed sale and that the Maori signatories were all one and the same. That, he insisted, had been the reason that Mantell had returned the original petition for amendment lest it be entirely discredited.[831]

A second petition, from Matene Te Whiwhi and others of Otaki expressed similar sentiments and sought 'a Land Court.' The petitioners noted that:

> We have heard that the Treaty of Waitangi has been divided (set aside) by the General Assembly of New Zealand, so as to enable us to sell our lands to Europeans generally; and why has the same great Assembly excepted a small portion in the Province of Wellington, to be purchased only by the Governor? We say: Let it be set aside everywhere, and let there be one course of action in this matter throughout the whole of New Zealand.[832]

In June 1865, Ngati Raukawa rangatira made known their intention to drive the stock off the disputed lands and called upon 'the Manawatu Natives' to follow suit.[833] At Featherson's request, the General Government directed Buller to return to the region to attempt to prevent 'further mischief.' Of growing concern to the authorities were the activities of the 'Hau Hau fanatics,' an apparent split among 'the Otaki natives'

[827] AJHR 1865, G4, p.3. The words in brackets appear to have been added by the translator.
[828] See, for example, Fallas, 'Rangitikei-Manawatu block,' p.22.
[829] Gilling, '"A land of fighting and trouble,"' p.100.
[830] See Noake to Mantell 29 June 1865, AJHR 1865, E2A, p.3.
[831] Featherston to Richmond 21 August 1865, AJHR 1865, E2B, p.4.
[832] AJHR 1865, G9, p.2. The words 'set aside' referred to the Crown's waiver of its premptive right of purchase as set out in the Treaty.
[833] Buller to Native Minister 1 June 1865, AJHR 1865, E2, p7.

over support for the former, and the possibility of conflict.[834] Demands, too, on the part of Ngati Raukawa that the rents 'be opened' lest they clear the leased lands of stock, also suggested that the original arrangement involving their impounding was breaking down. The emerging difficulties, it was feared, had the potential to upset efforts to acquire Rangitikei-Manawatu in the acquisition and settlement of which lay 'the real and permanent remedy' to the security and safety of the district.[835] Buller met Ngati Apa at both Turakina and Parewanui, Ngati Raukawa at Rangitikei and Manawatu, and Rangitane in the 'Upper Manawatu country.' Ngati Apa assured him that with respect to Rangitikei-Manawatu, 'we are true to the agreement we made with you. We will not depart from our terms.' The iwi pressed Buller for guns and powder and subsequently directed their request to Featherston: they did not intend, they assured the latter, to employ them against Ngati Raukawa but 'against the cannibal people, the Hau-haus.'[836] Buller claimed 'complete success,' having persuaded 'all the leading men on both sides' to sign a declaration to the effect that they would adhere to the 'original terms' and having extracted a promise not to molest either the runholders or their stock.[837] Buller made no reference to the petition other than to note that any further 'tampering' would impede the negotiations and delay indefinitely the cession of the land to the Crown, 'the only practicable solution of the "Rangitikei difficulty" …'[838] It would appear that in Buller's mind, the Rangitikei 'difficulty' was no longer a dispute about pastoral rents and respective interests, but a dispute over whether sale should proceed.

Quite how he managed to persuade the three iwi to stay the course, Buller did not say, but the *Wanganui Chronicle* reported that of major concern had been Featherston's proposal that the Crown purchase the block and divide the monies according to rightful claims. Iwi, it insisted, wanted not a division of the purchase monies but a division of the land. 'This pernicious idea of dividing the land among the disputants was,' the journal claimed, 'the most formidable obstacle to the success of Mr Buller's

[834] See, for example, 'The Hau Hau fanatics on the West Coast. Critical aspect of affairs,' *Wellington Independent* 6 June 1865, p.2.
[835] 'The West Coast,' *Wellington Independent* 15 August 1865, p.4.
[836] Aperahama Tipae and 31 others to Featherston 10 June 1865, in Williams, *A letter,* Appendix p.lxxiv.
[837] Buller to Featherston 22 June 1865, AJHR 1865, E2, p.7; and Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.7.
[838] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.7.

mission.' In all likelihood Buller would have rejected any claim that Featherston had deceived Maori by not disclosing the exemption contained in the Native Lands Act 1862, and reminded Maori that under that Act the Native Land Court comprised a council of chiefs presided over by a resident magistrate and suggested that the prospect of any decision being reached over the ownership of the Manawatu lands was remote at best. Certainly, the *Wanganui Chronicle* went on to record that Buller managed to dissuade Maori by convincing them that it would take years before a court would be able to adjudicate. Rather, he suggested to them, that each iwi lodge a claim for the land that it considered belonged to it and that it would be paid accordingly. The rents would then be returned, with the government making good any deficiency arising on account of any runholder who refused to pay. It was on that basis that chiefs of the three tribes agreed to adhere to the agreement to sell.[839]

Buller forwarded a letter 'From all the Chiefs of Ngatiapa' in which they cast doubt on the preparedness of Ngati Raukawa to abide by the terms agreed. 'Our opinion,' they announced, 'is that they will persist in their stubborn course, because it is always so with tribes who have no land.'[840] On the other hand, 'your own people the Ngatiapa' remained steadfast and 'true to the agreement we made with you.'[841] Hoani Meihana Te Rangiotu and ten others of Rangitane assured Featherston that they were content to leave the matter of the rents in his hands.[842] Tapa Te Whata and nine others of Ngati Kauwhata did likewise, as also Noa Te Rauhihi, Te Wiremu Pukapuka, Aperahama Te Huruhuru and Rei Te Paehua. At the same time, the latter noted that they would leave Ihakara to speak for himself, indicating that he was 'very dark … about the exclusion of this land under the new law (Nat. Lands Act 1862).'[843] Buller, nevertheless, appears to have been able to persuade the latter to abide by the agreement reached. William Rolleston, then Under Secretary in the Native Office, was careful enough to inquire whether all those who had signed the various letters had claims to the disputed lands and whether all those who had claims had signed.[844]

[839] Editorial, *Wanganui Chronicle* 1 July 1865, p.2.
[840] Aperahama Tipae and others to Featherston 10 June 1865, AJHR 1865, E2, p.8.
[841] Aperahama Tipae and others to Featherston 10 June 1865, AJHR 1865, E2, p.8.
[842] Hoani Meihana Te Rangiotu and others to Featherston 20 June 1865, AJHR 1865, E2, p.10
[843] Tapa Te Whata and others to Featherston 1 July 1865. AJHR 1865, E2, p.11; and Noa Te Rauhihi and others to Featherston 12 June 1865, AJHR 1865, E2, pp.8-9. Buller considered negotiations with Ngati Kauwhata as 'unnecessary.'
[844] Under Secretary, Native Office to Resident Magistrate, Whanganui 10 July 1865, AJHR 1865, E2, p.10.

Buller offered the assurance sought, noting that those who had signed claimed and, he believed, possessed an interest in the land, and that the signatories included 'all the principal claimants immediately concerned' although not all who had signed were chiefs.[845]

Indeed, Ihakara was 'dark.' In a letter addressed to Featherston he complained that the exclusion of the Manawatu block from the operation of the Native Lands Act 1862 had rendered Maori as 'pigs confined in an enclosure.' He was clearly incensed that Featherston had chosen not to inform those who attended the October 1864 meeting of that exclusion and indeed accused him of 'concealment.' His first reaction was to demand the return of his mere 'for my proposal for the sale of Rangitikei is completely at an end.'[846] While Buller, nevertheless, appears to have persuaded him of Featherston's good intentions, it was apparent that dealing to the critics of the transaction and completing the sale were tasks demanding urgent attention. It seems likely that proposals then being developed for a new Native Lands Act and in particular for a reconstituted Native Land Court impelled Featherston to complete the purchase as soon as possible or to seek to have the exclusion provision carried forward into the new measure. It was clear enough that the opponents of the sale were marshalling their forces, sufficiently so that Featherston was tempted into attempts to portray them as the enemies of stability, progress, and development. Buller recorded, in August 1865, that 'Recently … certain dishonorable [*sic*] attempts' were made to induce Ngati Raukawa to repudiate the 'agreement' reached.[847] It was widely assumed that Buller had in mind the runholders who faced the termination of their leases should the Crown acquire the block, 'speculators,' and the missionaries whose activities had for some time been the object of suspicion. Collectively denounced by Featherston as 'vagabonds,' both groups had long attracted criticism for allegedly pursuing their own interests to the detriment of what was considered to be the larger good.[848] Former Native Minister Mantell would also find himself numbered among the 'vagabonds.' Featherston reported that 'one of these parties actually suggested to

[845] Resident Magistrate, Whanganui to Native Minister 12 July 1865, AJHR 1865, E2, pp.10-11.
[846] Ihakara Te Hokowhitukuri to Featherston 14 June 1865, AJHR 1865, E2, p.9.
[847] Memorandum by Buller 5 August 1865, AJHR 1865, E2B, p.7.
[848] See, for example, 'Mr Pharazyn and Mr Watt at Turakina,' *Wellington Independent* 20 February 1866, p.6.

the natives that they should ask me an absurdly exorbitant price for the Block, and that on my refusal to give it they should declare the bargain off.'[849]

Featherston appeared satisfied. In July 1865 the General Government had empowered him 'to purchase land on behalf of the Crown within the boundaries of the Manawatu Block as defined in the Schedule of the Native Lands Act 1862.'[850] Towards the end of August 1865, he advised the Colonial Secretary that the impending 'collision,' which had had the potential to set the whole of west coast 'ablaze,' had been averted and the basis established for 'an amicable adjustment of the quarrel.'[851] A few weeks later he reported that the arrangements made in January 1865 with the three iwi concerned had been 'faithfully adhered to,' that 'the principal chiefs' of both Rangitane and Ngati Raukawa, encouraged by the sale of Upper Manawatu and the distribution of the large sum of £12,000, had 'quietly set themselves' to persuade their peoples that sale was the best option. Further, on 12 October 1864, at Manawatu, Ngati Raukawa and Rangitane rangatira had 'formally surrendered' their land to him, although 'they still had to obtain the consent of the people …' He also recorded that none of those present objected to Ngati Apa signing the deed of sale. 'There was …a tacit admission that the Ngatiapas had undoubted claims, and would be entitled to a share of the purchase money.' Featherston was thus confident that the dispute had been settled, and 'that the purchase of the Block is certain,' leaving aside such matters as boundaries, price, reserves, and iwi shares.[852]

The 'mischievous meddler'

At the same time as expressing such confidence, Featherston invoked the spectre of a conspiracy, claiming that 'certain parties' had set out to disrupt matters by trying to persuade Maori that the exclusion of the block from the Native Lands Act 1862 had

[849] Featherston to Richmond, in 'Dr Featherston and the Rangitikei land dispute,' *Wellington Independent* 11 January 1866, p.5.
[850] Native Secretary's Office to Featherston 17 July 1865, ANZ Wellington ACIH 16195 WP3/18 65/451-648. In November 1865 the General Government agreed to Featherston's request that Buller be appointed to assist him with the 'Rangitikei Land Dispute,' provided Buller stood aside from his position as a resident magistrate and provided that the Wellington Provincial Government paid him while he was so employed.
[851] Featherston to Colonial Secretary 21 August 1865, AJHR 1865, E2B, p.3.
[852] Superintendent, Wellington Province to Colonial Secretary, n.d. AJHR 1865, E2, p.4.

been an act of injustice that fully justified their repudiating the agreement that had been reached.[853] He singled out Mantell for attack. Mantell had been Native Minister for varying periods in the Fox (1861-1862), Domett (1862-1863), and Weld (1864-1865) Ministries. The former Native Minister, Featherston claimed in a lengthy letter to Colonial Secretary J.C. Richmond, had forbidden Buller to communicate with Maori, cancelled the advance in salary (£100) awarded by Fox for his assistance in resolving the dispute, and transferred Buller to Whanganui, with the result that his services had been lost 'in finally and for ever closing this Rangitikei transaction.' Further, Mantell's reorganisation of the resident magistrates' districts had generated considerable dissatisfaction among Maori, brought practically to a halt the administration of justice on the west coast, and left the government's influence at a low ebb.[854]

Mantell was not disposed to let Featherston's assertions go unchallenged. It is not necessary to traverse the dispute in detail other than to note that the antipathy between Mantell and Buller and the latter's mentor Featherston appears to have had deep roots.[855] Mantell made no secret of his dismay that a judicial officer had been involved in land purchase negotiations, and that Native Minister Bell had apparently instructed Buller: '... I cannot conceive,' he recorded, 'that ... Bell would have complicated my relations with the Natives so far as to have secretly entrusted such dangerous negotiations to one of the least discreet officers of his department.' Further, he accused Buller of obscuring the extent of his involvement in the negotiations. Of more immediate relevance was Mantell's observation made with respect to Featherston's claim that 'the differences' among the three iwi over the ownership and disposal of the Rangitikei-Manawatu block had been over-stated. He insisted that 'The questions still to be arranged … are the most important and the most difficult;

[853] Featherston to Richmond 21 August 1865, AJHR 1865, E2B, p.4.
[854] Featherston to Richmond 21 August 1865, AJHR 1865, E2B, pp.3-4.
[855] It should be noted that relationships between Buller and Mantell reached a low point over costs incurred by Buller in 1863 in investigating claims that Ngati Raukawa was stockpiling munitions at Otaki. In September 1863 Mantell claimed that, with respect to one charge that he had disallowed, Buller had endeavoured to recover the small sum involved by writing to the Minister of Native Affairs. Mantell clearly believed that Buller should be relieved of his office and his name removed 'from the Commission of the Peace.' The sum involved was £3, the charge incurred in hiring an 'express' or 'special messenger.' In November 1863 Buller was reprimanded by the government for what it interpreted as an effort to mislead. Buller persisted, during 1865, in his attempts to persuade Mantell to 'acquit me of any dishonorable [*sic*] motive in the transaction ...' Mantell declined to oblige. The affair is recorded in AJHR 1865, D15 and D15A. It is worth noting that at that time Mantell was struggling with his conscience over the promises made to Ngai Tahu and the Crown's subsequent conduct.

until the reserves are defined the extent of the land to be purchased cannot be known, and until the price is agreed upon the willingness of the owners to sell for the amount which the Commissioner is ready to give cannot safely be depended upon.'[856] Mantell summarily rejected Featherston's accusations and insinuations, not least that he was among the 'certain parties' that had encouraged Ngati Raukawa and Rangitane to repudiate the 'agreement' he had reached with the iwi.[857] Finally, it should be noted that Buller rejected Mantell's claim that he (Buller) had colluded with Featherston to encourage Maori to accept a price for the block that was less than 'fair.'[858]

Mantell, Featherston, and Buller continued to trade accusations and denials, Buller in particular denying that he had ever acted as arbitrator between Featherston and the owners over the matter of price, claiming rather that he had acted 'as much on behalf of the Natives of my district as on behalf of the Government.' Ironically, he appeared to substantiate Mantell's charges in his description of his actions over the purchase of the 'Upper Manawatu block.'[859] Mantell was bitterly criticised by some sections of Wellington's press: the *Wellington Independent* claimed that neither in office nor out of it had he ever accomplished work that would stand, that he had been the 'funny man' of Parliament, and 'a *dilettante* member of the Ministry.' Insofar as the purchase of Rangitikei-Manawatu was concerned, Mantell was simply 'a mischievous meddler.'[860]

The exclusion renewed

Towards the end of August 1865, Featherston assured the Colonial Secretary that if further 'tampering with the natives' could be prevented, the protracted dispute could be resolved within a few months. Perhaps inadvertently, he revealed that a major concern for the Wellington Provincial Government lay in the price that Ngati Raukawa, once identified as owners, would demand, in an effort, he feared, to

[856] 'Notes' by Mantell, enclosure in Mantell to Premier 11 September 1865, AJHR 1865, E2B, p.7.
[857] 'Notes' by Mantell, enclosure in Mantell to Premier 11 September 1865, AJHR 1865, E2B, pp.7-8.
[858] Buller to Native Minister 27 September 1865, AJHR 1865, E2B, p.10. In his biography of Buller, Galbreath claimed that Buller 'willingly accepted' his removal to Whanganui, and agreed with Mantell that, under Featherston, Resident Magistrate Buller had become a land purchase agent, in the process compromising his authority as a judicial officer. See Galbreath, *Walter Buller*, p.57.
[859] See AJHR 1865, E2A, pp.9-10.
[860] 'Dr Featherston and the Rangitikei land dispute,' *Wellington Independent* 11 January 1866, p.5.

sabotage the proposed sale and purchase.[861] There is no doubt that Featherston was convinced that private competition would prevent the Crown acquiring the land at 'a reasonable' price.[862] A further complication loomed, namely, a proposal to revamp the Native Lands Act 1862.

In August 1865, a new Native Lands Bill was introduced into the House: it had three primary objectives, first to provide for 'the ascertainment' of customary owners; second, to allow 'the extinction of proprietary customs and … the conversion of such modes of ownership into titles derived from the Crown,' and third, to regulate 'the descent of such lands when the title thereto is converted …' Those tasks would be the responsibility of a revamped Native Land Court. The question again arose: was the Manawatu to be exempted from its operation or should the owners have the right to dispose of the land as they chose? It was estimated that the block represented possibly as much as £500,000 to the Province of Wellington and hence Featherston made it plain to the General Government that his continued support (and presumably that of the 'Wellington party' generally) was contingent upon the block's continued exclusion.[863] The challenge confronting the government was to explain and justify that exclusion: given that no advance payments, popularly known as 'ground-bait,' had been paid, that proved difficult.

The major opponent was Robert Pharazyn (MHR Rangitikei).[864] Long a critic of the exclusion on the grounds of consistency and integrity in all matters dealing with Maori and their land, he sought to have the exception clause expunged and to have Ihakara's petition read, a prospect that greatly alarmed the Wellington 'party' lest the appeal sway the House and finally thwart Featherston's efforts to complete the purchase. Pharazyn now claimed that the Wellington 'party' had employed the New Zealand Company's land claims as 'a pretext' for the original exclusion, pointing out

[861] Featherston to Richmond 21 August 1865, AJHR 1865, E2B, p.4. See also 'Dr Featherston and the Rangitikei land dispute,' *Wellington Independent* 11 January 1866, p.5.
[862] See, for example, 'Mr Robert Pharazyn's defence,' *Wellington Independent* 20 February 1866, p.4.
[863] 'The progress of the session,' *Otago Daily Times* 19 September 1865, p.5.
[864] Gilling claimed that Pharazyn 'acted as advocate for the squatters who wanted to buy their land immediately and directly from the Maori, and business speculators (like himself) who wished to buy large areas and make a profit from their subdivision.' See Gilling, '"A land of fighting and trouble,"' p.98. There is little doubt that Pharazyn was actuated by a good measure of self-interest, but he did express concern that exclusion would provoke the very trouble which its supporters claimed it would preclude.

that the Company's claim amounted to 18,300 acres on the south side of the Manawatu River. Moreover, he insisted, unsatisfied claims had been reduced to a mere 15,000 acres to satisfy which 275,000 acres had already been purchased (presumably the Te Ahuturanga and Te Awahou blocks). In that case, he asked, why was it necessary to renew the exclusion? He went on to claim that many of the larger owners had not agreed to sell, 'and that many of those who had agreed to sell their land had done so because they thought that by agreeing with Dr Featherston their claims would be strengthened.'[865] Finally, Pharazyn referred to a petition prepared by Fitzherbert and supported by all the Wellington members protesting against the operation of the Act: it had, he noted, never come 'to perfection.'[866]

The Wellington 'party,' perhaps in response to Pharazyn's observations, chose not to invoke its remaining obligations to holders of New Zealand Company land orders in justification of the continued exclusion, but to point to the fact that the three iwi involved had entered into an 'agreement' to sell the block. The delay in completing the purchase was attributed to the wars, to Featherston's prolonged absence in Australia dealing with the negotiations over the Panama mail service, and, especially, to Mantell's 'meddling.' In what was described as a 'most singular expedient,' Featherston produced a memorandum in which the late Native Minister was declared to be the cause of the delay. It thus followed, evidently, that since one of its number had obstructed Featherston's negotiations, the Government was bound to renew the exclusion. The *Otago Daily Times* described Featherston's conduct, including his 'intemperate accusations,' as 'disgraceful.' On the other hand, the incident served to highlight 'the nefarious way in which the poor Natives are cheated out of their lands by Land Commissioners who are supposed to be appointed to protect them and to do them justice. It seems there is a system of sham arbitration adopted – the arbitrator giving as his award, precisely the sum the purchaser is willing to pay.'[867]

---

[865] NZPD 1865, p.628.
[866] NZPD 1865, p.629.
[867] 'The progress of the session,' *Otago Daily Times* 19 September 1865, p.5. The journal noted that it had been that system, employed with respect to the Waitotara block, that had so angered General Cameron. With respect to the Panama negotiations, the General Government, in February 1865, concluded an agreement with the Panama and New Zealand Steam Company for the conveyance of mails to and from the United Kingdom *via* Panama. The contract provided for an annual subsidy of from £90,000 to £110,000. That same month, the General Government commissioned Featherston to proceed to Australia to negotiate with the various governments over their participation in the new service in return for accepting a share of the subsidy.

A long debate on the exemption clause took place during the committee stages of the Bill and hence was not recorded.[868] In April 1866, the *Otago Daily Times* carried a report to the effect that upon division a 'scene occurred' in which Stafford described the exemption as rendering the Bill a farce.[869] The *Press* described in scathing fashion the tactics employed to secure a renewal of the exemption.

> There is not the slightest doubt that, had the question been decided on its merits alone, the clause would have been cut out by a large majority. Provincial log-rolling broke down all consideration of justice and honesty of purpose. Otago votes were purchased by the promise of support in the celebrated Princes Street reserve case at Dunedin, and Auckland votes by the promise of assistance to defeat Mr Fitzgerald's measure for separating the native districts and charging the native expenditure upon them. The clause excepting the Manawatu from the operation of the Act was, in an evil hour, retained.[870]

In the event, a motion to allow the exemption clause to stand part of the Bill was carried by 24 to 6, those opposed including Mantell, Rhodes, and Stafford. Among those supporting inclusion were five of nine Wellington members, three having left the House rather, it is supposed, than offer any expression of their views, while one was opposed. The Wellington 'party' appears to have been in the process of disintegrating. When confronted with the question of whether Porirua ki Manawatu Maori should, as the *Lyttelton Times* observed, 'be admitted to the full rights of proprietorship equally with the natives of other parts of New Zealand,' a large majority decided that the Province's claim took precedence.[871]

Dividing his opponents?

With the exclusion clause safely passed, Featherston resumed his efforts to acquire the Rangitikei-Manawatu block. Towards the end of October 1865, District Surveyor J.T. Stewart reported to Featherston that Ihakara had made it plain to him that he was willing to relinquish the Rangitikei-Manawatu lands, 'but only upon the conditions

[868] Nor were press reports located.
[869] 'Wellington,' *Otago Daily Times* 23 April 1866, p.5.
[870] Editorial, *Press* 24 March 1868, p.2. It should be noted that the *Press* was a vehicle for Fitzgerald's view.
[871] 'General Assembly,' *Lyttelton Times* 2 October 1865, p.2.

that the exemption from the native power of sale be removed … from the land lying between Manawatu and Ohau … 'Ihakara,' he noted, 'expressed himself very strongly on the matter …' [872] Accompanied by Buller, Featherston thus met Ihakara at Wharangi on 22 November 1865.[873] The only record of this meeting is that prepared by Featherston himself and then apparently some months after the discussions it purported to record. According to those notes, Ihakara acknowledged, first, that but for Featherston's 'timely intervention' hostilities would have erupted in 1863, and that on 12 October 1864 'all the leading chiefs' of Ngati Raukawa had joined him in offering Rangitikei-Manawatu to the Crown 'subject to terms.' Subsequently he had learned of what was termed the 'real nature of the transaction in which he been engaged,' namely, the exclusion of the Manawatu from the operation of the Native Lands Act: such exclusion he regarded as an 'oppression' and one inflicted on a tribe that had never been in rebellion. Featherston and Buller, he claimed, had dealt 'treacherously' with him. At his urging, 'the tribe' rescinded the agreement, while his petition had prompted the despatch of Buller to the district. Ihakara had clearly been less than willing to meet Buller, but after a lengthy meeting at Te Wharangi Buller persuaded him to abide by the original agreement until, that is, Mantell's return of the petition and the refusal of Parliament to consider it on resubmission in response to pressure, he alleged, by Featherston. As a result, and in response to the cartoon that had emerged, he determined not to sell so long as the restrictive provisions of the Native Lands Act remained in force.

Featherston responded by criticising those Pakeha who for reasons of self-interest were attempting to upset the original agreement. More significantly, he reminded Ihakara that before any land could be sold its ownership had first to be investigated by the Native Land Court and that the Court could not investigate any land on which advances had been made. He had to acknowledge that while no advances had been made on the land in question, nevertheless, 'virtually it [the land] was already in the hands of the Commissioner.' The fact that Featherston employed the qualifier 'virtually' suggested that he was less than fully certain that the 'agreement' reached on 12 October 1864 constituted anything approaching a formal agreement for sale and

[872] Stewart to Featherston 26 October 1865, ANZ Wellington ACIH 16195 WP3/18 65/536.
[873] Stafford also desired a speedy purchase, to that end detaching Buller from his duties at Whanganui and placing him at Featherston's disposal. See 'Wellington,' *Otago Daily Times* 28 November 1865, p.6.

purchase. At most it expressed a desire and willingness on the part of those few present at that meeting to sell to the Crown. Nevertheless, Featherston asserted, 'It was only fair therefore to deal with the Rangitikei-Manawatu block as land under sale to the Government, although the final terms had not yet been arranged.' Featherston, while appealing to Ihakara's sense of honour, was clearly aware that his claim that the land was 'virtually … in the hands of the Commissioner' was without legal substance or merit and, if tested, in all likelihood would have been rejected as unenforceable.

Ihakara was not entirely satisfied. In particular he remained unhappy over the exclusion of the block, but not, apparently, of the Rangitikei-Manawatu block but of the land between the Manawatu and Ohau. Featherston was quick to seize the opportunity presented, reassuring Ihakara that 'he could see no objection to the land south of the Manawatu River being brought under the operation of the Act, though he had heard that this land was also in dispute.' Featherston recorded Ihakara as being entirely satisfied, his 'concession' (over the lands south of the Manawatu River) having convinced him that his fears were 'groundless,' and that he was being dealt with 'fairly and honourably.' If that qualification Featherston had added in respect of those lands rekindled doubts in Ihakara's mind, they were not recorded.[874] It is difficult to escape the conclusion that both men believed that they had each extracted from the other that which they most sought, on Featherston's part the withdrawal of Ihakara's opposition to the proposed sale of the block and, on Ihakara's part, a 'concession' involving the lands south of the Manawatu River.

Peacemaker *and* reluctant purchaser

Thereupon, with Buller still in attendance, Featherston embarked upon a series of meetings with Maori. At Maramaihoea on 4 December he met Ngati Raukawa (but not Ihakara). The discussion was led by Wiremu Pukapuka: he again raised serious concerns raised over the exclusion and made clear his belief that Featherston and Buller were employing that exclusion to drive Maori 'into a trap.' He made no secret of his outrage over the stigmatisation of his iwi as pigs, a reference to a cartoon that

[874] Notes of an interview between Featherston and Ihakara Te Hokowhitukuri 22 November 1865, AJHR 1866, A4, pp.14-16.

had depicted Buller, encouraged by Featherston, driving forth from their lands the three pigs of Ngati Apa, Rangitane, and Ngati Raukawa. It also depicted an angel descending from the sky and advising the iwi not to sell to the government but to sell to the squatters. [875] Reports indicated that the cartoon had 'riled the principal characters considerably.' [876] Wiremu Pukapuka went on to assert that since an agreement had been reached over a division of pastoral rent monies, the possibility of a quarrel no longer remained as a reason for their retention other, that is, than to 'force them to terms;' and he made clear his suspicion over Ihakara's motives, his private meeting with Featherston, and the 'compromise' the two men had evidently reached. Ihakara, he claimed had agreed to the impounding of the rents without having first obtained the general consent of the tribes, a claim which at least cast doubt on one essential strand of Featherston's narrative.[877]

Wiremu Pukapuka had clearly lost trust in Ihakara, accusing him of having betrayed his iwi in return for a 'promise' that he would have 'the privileges of the Native Lands Act over his own lands south of the Manawatu River', leaving the Rangitikei block 'locked up in the prison house.'[878] As a result, he concluded, he had consulted his tribe 'and found them all of one mind - all determined to assert their rights whatever the risk.' Supported by Aperahama Te Huruhuru, Wiriharai (Ngati Kauwhata), Tapa Te Whata, and others, Wiremu Pukapuka called upon Featherston to 'deliver the rents from prison' lest the tribe take immediate action to drive off the stock. Those present made no attempt to conceal their hope and expectation that release of the rents would at least delay having to make any decision over sale.

Featherston repeated the claims and arguments he had employed in his meeting with Ihakara, namely, that the rents had been impounded to avert conflict; that his object had been not to purchase but to ensure that each tribe secured 'its fair share of the land;' that Maori had rejected his proposal for arbitration; that releasing the rents would lead to trouble; and that the genesis of the difficulties could be traced back to the death of Nepia Taratoa, his passing allowing 'the smouldering feelings of discontent and jealousy … to break into an open flame.' Above all, Featherston

[875] 'Wellington,' *Otago Witness* 2 December 1865, p.21.
[876] 'Wellington,' *Otago Daily Times* 28 November 1865, p.6.
[877] Notes of a meeting at Maramaihoea 4 December 1865, AJHR 1866, A4, pp.16-17.
[878] Notes of a meeting at Maramaihoea 4 December 1865, AJHR 1866, A4, pp.16-17.

claimed that he had not intervened with a view to purchasing the disputed lands but to propose arbitration as a way of averting bloodshed. Thus, he insisted:

> He made no attempt to induce the Natives to surrender their disputed claims to the Crown; he had not said one word to them about the sale of the land. He simply endeavoured to adjust an angry dispute which threatened to embroil the district in an intertribal war, and he suggested to them a plan [arbitration] the object of which was not to alienate but to secure to its tribe its fair share of the land.[879]

The proposal to sell the block as a means of resolving the dispute had proceeded from Ngati Apa, his acceptance serving to 'disarm' Ngati Apa 'and put an end to the threatened collision.' At that point, Featherston claimed that he had 'simply explained' to Ngati Raukawa and Rangitane what he had done and proposed the retention of the rents 'till some amicable arrangement had been mutually come to.' With respect to their claim that they had 'amicably distributed' among the contesting parties timber-cutting royalties, Featherston chose to threaten to proceed against the settler concerned and to suggest that the dispute would flare again 'for the question of title was as far from settlement as ever.' Featherston, it seems, was ever keen to nullify any effort by Ngati Raukawa to separate out the distribution of the rents from the question of sale and purchase, and ever keen to suggest or imply that the two matters were inextricably linked. Whether or not those present asked Featherston whether he was prepared to proceed against the squatters whose occupation remained illegal, the notes did not record. All Featherston undertook to do was to discuss the matter with Ngati Kauwhata at Oroua, Rangitane at Puketotara, Ihakara at Manawatu, Ngati Raukawa at Otaki, and later with Ngati Apa: a 'unanimous request' and a promise by all parties to divide the rents 'equitably and without contention,' he suggested, *might* induce him to release the monies. Featherston would have known full well that those wishing to sell the land would not have agreed: to have done so would have deprived Featherston of such leverage as he possessed and indeed collapsed the foundations on which the discussions over purchase had been conducted. Finally, Featherston defended Ihakara, while suggesting that Wiremu Pukapuka had 'allowed his feelings to blind his judgement.' Featherston left it to

[879] Notes of a meeting at Maramaihoea 4 December 1865, AJHR 1866, A4, p.17.

Buller to put the discussion with Ihakara in their 'true light …' his account appearing to satisfy Wiremu Pukapuka.[880]

That same day, 4 December 1865, he met Ngati Kauwhata: he was left in no doubt about the iwi's opposition to any sale of the block and their strong objection to what was termed his 'interference with the rents.' It was also made clear that Ngati Kauwhata viewed the matter of rents and the proposed sale as separate issues, Te Kooro Te One suggesting that 'if the rents were allowed to be paid, he would be willing to entertain the question of sale and to discuss it with his people.' He also challenged Featherston over the illegal squatting:

> He was aware that the leases were illegal, but as the Government had permitted them to traffic in this way for several years, and to receive the rents, he considered that the privilege had been conceded to them, and he did not recognize the right of the Superintendent, or of any one else, to step in and impound their rents on any pretext whatever.[881]

Further discussion was deferred to a meeting at Puketotara. There Hoani Meihana Te Rangiotu acknowledged that he had been among the nine rangatira who, at the Te Wharangi Hotel, had 'handed over to you [Featherston] this land of fighting and trouble …' To that decision he adhered, but whether the block was sold or not was a matter that remained in the hands of all 'the people.' As for the rents, he urged Featherston to retain them. Te Peeti Te Aweawe led the opposition.[882] He had not been among those nine and now disputed 'the right of those nine men to dispose of my land…' He insisted that while Ngati Raukawa and Ngati Apa might consent to the sale of Rangitikei-Manawatu, Rangitane would never sell a block that was a source of income and accordingly demanded the release of the rents. 'We want money,' he asserted, 'and we must have our rents' before proposing three ways in which they could be distributed fairly and without rancour. Clearly, retention was serving if not the original then at least a very useful purpose. Rangitane was anxious to make it clear to Featherston that while the iwi might consider the sale of the Rangitikei-Manawatu block in the event that the rents were released, they would vigorously

[880] Notes of a meeting at Maramaihoea 4 December 1865, AJHR 1866, A4, pp.16-18.
[881] Notes of a meeting at Maramaihoea 4 December 1865, AJHR 1866, A4, p.18.
[882] For Te Aweawe, see Mason Durie, 'Te Aweawe, Te Peeti,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

resist any effort to sell or purchase the land 'on the other side of Oroua,' Te Kooro Te One insisting that 'Our land is not in dispute – our title is perfectly clear.'[883] Rangitane, it seems, was determined to hold fast to those lands its ownership of which was recognised, but ready to sell lands to which its claims of ownership were less robust. Featherston repeated his 'firm conviction that before very long the whole of the Natives interested would consent to the proposed sale of the land to the Crown, and would in this way get rid of a very vexed and troublesome question.' In line with long-established policy, he held out the benefits that sale would bring, 'a large European population … fresh avenues of trade …[and] a great source of protection …'[884]

During the first week of December 1865, Featherston met Ihakara at Lower Manawatu: little was recorded of this meeting other than that Ihakara, unsurprisingly perhaps in view of the 'concession' he had secured, expressed strong opposition to the distribution of the rents 'on the ground that it would re-open the whole question at issue between the tribes.' He continued to support the sale of Rangitikei-Manawatu but now acknowledged a difference of opinion within the iwi.[885] Similarly, only a scant record of the proceedings at Otaki on 9 December 1865 appears to have been made. That meeting had been called to receive the purchase monies for Mana Island. It was only after the meeting that, privately, Tamihana Te Rauparaha, Matene Te Whiwhi and Horomona Toremi expressed to Featherston their opposition to any distribution of rents 'pending the sale of the block.'[886] Those views were subsequently conveyed formally to Featherston. Horomona Toremi and 15 others of Ngati Raukawa, and Hohepa Tamihengia and 31 others of Ngati Toa proposed a total price of £20,000 for 'Rangitikei' (together with a small number of reserves).[887] Of great concern to Te Rauparaha was that Featherston should 'make haste and pay the price … to the three tribes, in order that the matter may be speedily ended.'[888] Clearly he was anxious not to allow the opponents of the transaction time to organise.

[883] Notes of a meeting at Maramaihoea 5 December 1865, AJHR 1866, A4, p.19.
[884] Notes of a meeting at Puketotara 6 December 1865, AJHR 1866, A4, p.20.
[885] Notes of a meeting at Lower Manawatu on the 7 and 8 December 1865, AJHR 1866, A4, p.20.
[886] Notes of meeting at Otaki on 9 December 1865, AJHR 1866, A4, p.21.
[887] See Tamihana Te Rauparaha to Featherston 9 December 1865; Matene Te Whiwhi and Uruoa Ripia to Featherston 9 December 1865; and Horomona Toremi and others to Featherston 9 December 1865, AJHR 1866, A4, pp.21-22.
[888] Tamihana Te Rauparaha to Featherston 9 December 1865, AJHR 1866, A4, p.21.

It is likely that Featherston extracted considerable satisfaction from his round of meetings, not least since his 'retention' of the pastoral rents appeared to be having the desired effect. While some among Ngati Raukawa clearly realised that Featherston was employing the matter of rents as a stalking horse for purchase, and while some tried to separate the matter of rents from that of purchase, he had managed largely, it appears, to sustain the link between the two issues. Moreover, he had persuaded most Maori that the October 1864 'agreement' to sell constituted something approaching a formal contract for sale and purchase, although it was clear that considerable opposition to sale remained within both Rangitane and Ngati Raukawa. Moreover, just as he had successfully conflated the issue of rents with that of sale and purchase, so had he effectively merged his declared roles of peacemaker and reluctant purchaser. In the early 1850s Featherston had made clear to the General Government that the purchase of the Manawatu lands was among his top land purchasing priorities: as the provincial economy struggled during the early years of the 1860s and as the Provincial Government encountered increasingly perilous financial headwinds, that priority became an increasingly urgent necessity. Whatever optimism Featherston allowed himself at the conclusion of those meetings he would soon find sorely tested.

Completing an agreement for sale and purchase

Whatever plans Featherston had for drawing the negotiations to a conclusion were interrupted by the decision taken, towards the end of 1865, to 'clear' Maori from bush lands along the planned road from Taranaki to Whanganui, General Chute conducting a six week campaign during the early weeks of 1866 that resulted in considerable loss of Maori life and a great deal of destruction. Featherston played a prominent role in that campaign: in December 1865, he held a meeting at Putiki as a result of which between 100 and 200 Maori gathered around Te Rangihiwinui, including a contingent of his people from Horowhenua.[889] Some 50 members of Ngati Apa led by Hunia Te Hakeke and a group of Rangitane under Te Peeti Te Aweawe also served with the

[889] Anthony, Dreaver, 'Te Rangihiwinui, Te Keepa,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

government forces in this campaign.[890] It is not clear that these men joined McDonnell's Whanganui Native Contingent or whether they constituted an affiliated group of allies. Burnett recorded that eventually some 250 such men joined the Native Contingent. He went on to note that difficulties over payment encouraged these men, at the conclusion of the campaign, to refuse to relinquish their arms. Unable to pay, the government acquiesced. Further, he suggested that that inability to pay may have been responsible for the government's later decision to allocate them a block of confiscated land.[891] It was upon their return from Chute's campaign that Ngati Apa, Muaupoko, and Rangitane again began to press hard for the sale of the Rangitikei-Manawatu block to the Crown: transforming the land into money appears to have been the preferred alternative to what might otherwise prove to be a protracted and costly battle to prove ownership and, moreover, one of uncertain outcome. Indeed, it is possible that those iwi may well have considered sale an acceptable recompense for their service.

During the early weeks of 1866, public pressure for the acquisition of 'Two hundred thousand acres of the finest land in New Zealand,' mounted.[892] In February 1866 the Manawatu Small Farm Association announced plans, with the agreement and support of the Wellington Provincial Government, for the settlement of those of limited means on some 10,000 acres in the Rangitikei-Manawatu block.[893] Featherston's departure for the Manawatu was preceded by a furore of speculation in the shares of small farm associations.[894] During early April, the runholders sought to stoke the opposition by offering what were described as 'fabulous sums' for the purchase of key spots.[895] The proposed purchase was also keenly debated during the general election campaign of 1866. Robert Pharazyn was labelled a speculator in Maori-owned lands, dubbed by Bunny and Fitzherbert as 'the advocate of the squatters,' held to be the leader of those opposing Featherston's efforts to acquire the block, and accused of surreptitiously trying to frustrate Featherston's efforts in the interests of 'monopolists, capitalists, and

[890] Mason Durie, 'Te Aweawe, Te Peeti,' *Dictionary of New Zealand biography. Te Ara – encyclopaedia of New Zealand.* Updated 30 October 2012.
[891] See R.I.M. Burnett, 'Shorter communications: Kupapa,' *Journal of the Polynesian Society* 74, 2, 1965, pp.227-230.
[892] See, for example, 'Dr Featherston and the Rangitikei land dispute,' *Wellington Independent* 11 January 1866, p.5.
[893] 'The Manawatu Small Farm Association,' *Wellington Independent* 10 March 1866, p.5.
[894] 'Wellington,' *Otago Daily Times* 26 March 1868, p.5.
[895] 'Wellington,' *Otago Daily Times* 9 April 1866, p.5.

squatters.'[896] The *Wellington Independent* again linked the exclusion of the block with the threat of an inter-tribal war, while endeavouring to cast doubt upon the 'value' of Ngati Raukawa's 1865 petition. In a fine example of *post hoc* rationalisation, the journal claimed that a 'gradually' growing feeling in favour of sale justified the 'exclusion clause.'[897] The fact that the exclusion clause had been included in the Native Lands Act 1862, that is, before the threat of conflict, went unremarked. Moreover, in what way the Manawatu constituted an 'exceptional' case was rarely explored, although it was acknowledged that the Crown would otherwise have been unable, in all likelihood, to afford its purchase.

Some among Ngati Raukawa also sought a speedy conclusion to the negotiations. Aperahama Te Huruhuru and Wiremu Pukapuka convened a hui at Tawhirihoe for 1 February 1866. 'If we find that all the chiefs are of one mind, we shall then convene a general meeting of the people … and bring this work of ours to a speedy close.' Should division remain, then they (and Buller) would 'work quietly among the people,' adding pointedly (and significantly given what would transpire) 'Let it be according to your own word at the first, "all the tribe must consent, great and small, chiefs and people, in order that there may be no trouble hereafter."' The key issue for discussion and resolution at the Tawhirihoe hui was 'whether we are to unite with the Ngati Apa in selling or whether we are to act separately in this matter.'[898] Unfortunately that meeting never took place, apparently in deference to Ihakara's preference for one general meeting to discuss the terms of sale. That decision appears to have reflected renewed misgivings on the part of some, including Aperahama Te Huruhuru, and strong opposition to any sale on the part of others.[899]

Intimations of public disquiet

The date set for Ihakara's hui was 21 March 1866. In advance of that important meeting, public opinion in the respect of the proposed transaction began to coalesce

[896] 'Mr Pharazyn and Mr Watt at Turakina,' *Wellington Independent* 20 February 1866, p.6.
[897] 'Mr Robt Pharazyn's defence,' *Wellington Independent* 20 February 1866, p.4. Pharazyn was soundly defeated by W.H. Watt in his bid to retain the Rangitikei seat.
[898] Aperahama Te Huruhuru and Wiremu Pukapuka to Featherston 20 January 1866, AJHR 1866, A4, p.23.
[899] Featherston 30 June 1866, Notes of various meetings held with the several tribes engaged in the Rangitikei land dispute during March and April 1866, AJHR 1866, A4, p.23.

around opposing poles. Towards the end of February 1866, a correspondent of the *Wanganui Chronicle* claimed that Featherston and Buller were endeavouring to purchase the block against the wishes of a majority of the 'real owners … a proceeding that has all the potential to lead to war.'[900] Several weeks later the same journal challenged the claim that all the leading chiefs on both sides had fully consented to an absolute sale of the block. Had the *principal* owners signed the 'agreement,' it suggested, it might have acquired greater credence, but 'This … cannot be known until the rights of the respective claimants have been fairly investigated, which has not been done yet. The knot remains tied …'[901] It also challenged the claim that Featherston had averted war between Ngati Apa and Ngati Raukawa in January 1864, insisting that 'If there ever was any danger of an outbreak, it had certainly passed away long before that date.' Buller's claims, made towards the end of October 1863 that the position remained a 'danger to the peace of the district, and … a constant source of anxiety to the settlers' was dismissed as 'rhetoric.' Further, of the 11 'representative chiefs' with whom Featherston had concluded an 'agreement' for sale and purchase, eight if not nine were 'paid agents of the Government. They were thus 'not very likely representative men, and yet their language was very qualified. They only said they would agree to sell if their chiefs and owners could be induced to do so. There is much virtue in the *if*.'[902] Clearly the *Wanganui Chronicle* felt that such employment raised a serious question over motive. Finally, the *Wanganui Chronicle* described the exemption 'as a deliberate act of injustice.'[903]

On the other hand, Pharazyn found himself in a fight for his political life during the general election of February-April 1866. Prominent among the matters discussed at a large political meeting at Turakina in mid-February 1866 was the Manawatu block. Pharazyn maintained his stance that block should not have been exempted from the Native Lands Act 1865: he was not, he declared, opposed to purchase, but was concerned that Maori were being 'forced to sell to the Provincial Government.' He went on to claim that he did not accept Featherston's claim that the Provincial Government could not compete with private purchasers, that Maori remained upset

[900] 'The Manawatu block,' *Wanganui Chronicle* 21 February 1866, p.2.
[901] Editorial, *Wanganui Chronicle* 14 March 1866, p.2.
[902] Editorial, *Wanganui Chronicle* 14 March 1866, p.2.
[903] Editorial, *Wanganui Chronicle* 4 April 1866, p.2.

over the exclusion, and that the squatters had taken the opportunity to encourage owners to oppose the government. Whether that opposition was intended to try to extract post-purchase terms from the Government he did not say. His political opponent, on the other hand, adhered to dominant narrative, namely, that Featherston had 'preserved the balance of power between the three contending tribes …' – that is, preserved the peace – and that he had embarked upon purchase as the means of resolving the matter. [904] Pharazyn lost his seat of Rangitikei.

Featherston in the Manawatu

Featherston arrived in the Manawatu only to find that the hui had been postponed to 5 April but he took advantage of the opportunity to consult the iwi involved. He met Ngati Apa at Turakina where he tried to persuade them to participate in the planned hui, carefully noting 'that unless the tribes would now consent to cooperate in a final effort to settle this long-standing difficulty, there seemed very little prospect of anything being accomplished at Te Takapu.'[905] Featherston was concerned that, by negotiating separate deals with the several iwi involved, the Crown could confront a much higher price than it might otherwise have secured. Aperahama Tipae clearly decided to call Featherston's bluff: referring to Ngati Raukawa in terms of considerable bitterness, he insisted that Ngati Apa would never join other iwi in the proposed sale, that it would not attend Ihakara's hui, that it would not consent to share any purchase monies with either Ngati Raukawa or Rangitane, 'and that unless Dr Featherston was prepared to close with the Ngati Apa, irrespective of the other claimants, he would consider the negotiations at an end, and would encourage his tribe to take up arms again in defence of their rights.'[906] Hunia, as was his wont, also resorted to threats, claiming that Ngati Apa 'had now plenty of arms and ammunition, and could easily drive off their opponents, and that they would now prefer an appeal to arms to any other course. He almost intimated that they had during the West Coast campaign reserved their ammunition for that purpose.' [907] In 1868, when giving

[904] Messrs R Pharazyn and W.H. Watt at Turakina,' *Wanganui Times*. Cited in *Evening Post* 17 February 1866, p.2.
[905] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.23.
[906] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.24.
[907] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.24.

evidence in the Himatangi hearing, Featherston was anxious to make it clear that those arms had been given by the Governor.[908]

If such sentiments proved 'distasteful' to the meeting, as Featherston recorded, they may well have served their purpose, for he indicated that he was prepared to take a separate deed of cession from Ngati Apa 'provided the other tribes would not object to such a course,' and provided that he knew the price Ngati Apa was seeking. At that juncture, Hunia again called Featherston's bluff, indicating that the price was, with reserves, £50,000 or, without reserves, £90,000. Eventually those present settled on £40,000, while insisting that they would not allow others to share in the proceeds, and 'that their great desire was to fight, and take the land by right of conquest.'[909] That was an interesting threat given that the iwi had long claimed that it had never been dispossessed of its lands. Subsequently, on 29 March 1866, Ngati Apa, in a letter to Premier Stafford, accused Featherston of various misdeeds and challenged his apparent willingness to consult a 'stranger tribe' over land that did not belong to it, and predicted that 'trouble amongst us Natives' would follow.[910]

Featherston returned to the Manawatu and in advance of Ihakara's hui, held what were described as 'confidential discussions' with Ihakara, and met the eight 'representative' chiefs who had attended the meeting at Te Wharangi in October 1864 and who had 'on behalf of their respective tribes formally offered the Rangitikei Block to the Crown, in the hope of thus finally adjusting their quarrel with the Ngatiapa.' [911] Again, Featherston took care to transmogrify a heavily qualified expression of an inclination to sell offered by a small group of chiefs into a formal offer by the tribe as a whole. Those assembled assured Featherston of their enduring commitment to sale. Aperahama Te Huruhuru, having joined the 'anti-sellers,' did not attend but used the opportunity to marshal opposition to the proposed sale or, in Featherston's terms, 'to foment discontent among the people and create a feeling adverse to the sale.' In what would become a familiar claim, Featherston attempted to minimise and discredit that opposition by claiming that:

[908] Native Land Court, Otaki Minute Book 1D, p.644.
[909] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.24.
[910] Hunia Te Hakeke and others to Stafford 23 March 1866, AJHR 1866, A4, pp.4-5.
[911] 'The great native meeting at Manawatu,' *Wellington Independent* 12 May 1866, p.1; and Featherston 30 June 1866, Notes, AJHR 1866, A4, p.24.

> As so often happens on such occasions, those who were most zealous in opposing the sale and in proposing other methods of adjustment, were amongst those who had least claim to the land. This fact was so fully admitted by the opponents themselves, and was frequently adverted to in the speeches of the real claimants during the after proceedings, that the opponents very generally commenced their speeches by admitting that they had only a claim upon sufferance.[912]

Those opposed to the sale would later claim the exact converse, namely, that those with the least interest in the block were among those who most favoured sale.

Securing an agreement to sell

In advance of the Te Takapu hui, the opponents of the proposed sale (as noted) began to marshal their forces and to bypass the *Wellington Independent*, generally regarded as 'Featherston's organ,' in favour of Christchurch's *Press.* In March 1866 the *Press* published a letter from Hori Kerei Te Waharoa and 27 others in which they made clear that sale would not be countenanced.[913] That was sufficient to give rise to fears of renewed conflict, and – in the context of Featherston's desire to retain the Imperial troops and 'to soothe the dying couch of the Maori' – to generate assertions that the Middle Island would not again pay for 'another campaign to support another of Dr Featherston's land bargains.'[914] The possibility of another war involving land and the spectre of the Waitotara purchase would form essential elements of the criticism directed at Featherston by some sections of the colonial press. Thus the *Press* cited General Cameron's charge that the imperial troops had been sent to the Waitotara district 'to defend an iniquitous and pretended purchase of land,' at the same time raising serious questions about the conduct of the army under Chute and Featherston.[915] The exemption of the Manawatu block and Featherston's conduct as Land Purchase Commissioner appeared to raise the distinct prospect of another collision between Crown and Maori, the *Press* insisting that 'we dread an inchoate purchase, a dispute, an appeal to force, a cry to vindicate the law, a war.'[916] It

[912] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.24.
[913] 'The Manawatu block,' *Press* 17 March 1866, p.2.
[914] Editorial, *Press* 17 March 1866, p.2.
[915] Editorial, *Press* 14 April 1866, p.2.
[916] Editorial, *Press* 14 April 1866, p.2.

subsequently referred to 'that ugly story about Waitotara, which leads us to mistrust ... [Featherston's] judgment in a land purchase.' [917] Even the *Lyttelton Times* acknowledged that a disputed purchase 'means war in the North Island, taxes, stagnation of business, and loss of provincial credit in the Middle [South] Island.'[918] Of central concern was Featherston's announcement on 14 April that he intended to proceed with the acquisition whilst ignoring the claims and protests of some claimants, while his decision to proceed immediately to deal with the distribution of the purchase monies also raised alarm. Among the many questions that Featherston's negotiations had raised was whether the purchase was to be completed and the land sold to settlers before the proprietary claims of the dissentients had been investigated and satisfied.

The hui finally commenced on 5 April at Te Takapu with an estimated 700 Maori from Ngati Raukawa, Ngati Toa, Rangitane, Te Ati Awa, Ngati Kauwhata, and Muaupoko in attendance.[919] The Ngati Raukawa hapu present were listed as Ngati Wehiwehi, Ngati Pare, Te Mateawa, Ngati Parewahawaha, Ngati Pikiahu, Ngati Whakatere, Ngati Huia, Ngato Ngarongo, and Ngati Rakau. Aperahama Te Huruhuru and Nepia Maukiringutu (also known as Nepia Taratoa) indicated that they had changed their minds and now opposed sale. Ihakara, on the other hand, defended himself against charges of inconsistency. Further, he argued that had the block been sold as he had proposed during the Te Awahou negotiations 'there would have been no more trouble,' noting that 'the people' had objected and that as a result the boundary had been set at Omarupapako. He went on to insist that the death of Nepia Taratoa had led practically to war when the Government intervened; that he had opposed sale but had offered to submit 'his case to arbitration;' that while conflict had been averted sale seemed to present the only solution to the dispute; and finally that he and eight other chiefs had 'formally' offered the block to the Crown. The final decision over sale, he concluded, rested with the people. He also proposed that should

[917] Editorial, *Press* 17 May 1866, p.2.
[918] Editorial, *Lyttelton Times* 9 May 1866, p.2.
[919] According to the *Wellington Independent*, the meeting had been shifted from Te Awahou to Te Takapu at the instigation of Henare Te Herekau 'with a view to secure an advantage to the opposition, of whom he was a recognised organ.' See 'The great native meeting at Manawatu,' *Wellington Independent* 12 May 1866, p.1. Featherston later claimed that Whanganui had attended. See 'Opening of the Provincial Council,' *Wellington Independent* 24 May 1866, p.5.

Ngati Apa not join in the sale then the other claimants should negotiate a separate deal with the Crown: his price was £21,000.[920]

Ihakara was followed by 12 speakers, among them Parakaia Te Pouepa and Henare Te Herekau. 'All declared themselves more or less opposed to the sale. Heremaia [Te Tihi] and several others admitted that they were only remote claimants, never having resided on the land or exercised acts of ownership of any kind. There were many of them averse to the sale, not on any particular ground, but because they were opposed generally to the further alienation of Native lands.' Featherston's account does not square comfortably with his earlier observation. Significantly, Parakaia Te Pouepa and Henare Te Herekau urged that another attempt should be made to have the exemption clause repealed and the title investigated by the Native Land Court.[921] Others to declare their opposition included Aperahama Te Ruru, Te Hoia, Epira Taitimu, Neri Puratari, Wereta Te Waha, and Piripi Te Rangiatauhua.

The official record of the proceedings made no reference to any expressions of opposition.[922] The *Advertiser's* correspondent offered a very different assessment: he reported that the first day of formal discussions (5 April) was marked by 'an outburst of violent opposition from the Kingites, Hauhaus, and distant claimants …' creating, on the part of the Pakeha present an expectation that Featherston's efforts to acquire the block would fail. The latter appear to have included local runholders, giving rise to the view that 'the wish was father to the thought.' Interestingly, the *Advertiser* suggested that failure to secure the block could give rise to 'a very serious political complication.' While it did not elaborate, it was clear enough that both the Province's financial fortunes and Featherston's own political fortunes hinged on the outcome.[923]

According to a letter written to Fitzgerald on 14 April, that is, while the hui was in progress – above the names of Ngati Raukawa, Ngati Whakatere, Ngati Huia, Te Mateawe, Ngati Pikiahu, Ngati Kahoro, Ngati Parewahawaha, Ngati Terangi, Ngati Turanga, Ngati Kauwhata, and Ngati Rakau, together with Parakaia Te Pouepa and Henare Te Herekau – the arrangement reached over Rangitikei-Turakina was made

[920] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.25.
[921] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.26.
[922] The record appeared over Featherston's name but was evidently compiled by Buller.
[923] 'The Manawatu,' *Lyttelton Times* 21 April 1866, p.2.

clear to Featherston, while he was also informed that the sale of Te Awahou and Te Ahuturanga had sated Ngati Raukawa's desire to sell land. Ngati Raukawa, he was informed, was waiting for the Native Land Court.[924] Further, they implored Featherston to 'not of your own accord buy our land lest you be wrong,' and urged that the whole matter be referred to the Native Land Court. 'No work,' they had suggested has been completed which was conducted in an improper manner; but when it has been acceded to by the people who dwell upon that land, then will it be completed.'[925]

During the proceedings (attended by Kawana Hunia), some 12 speakers supported Ihakara's stance, although Matene Te Whiwhi, while declining to declare for either side (as did Peeti Te Aweawe), expressed some criticism of the fact that a final decision had been left in the hands of the people: an absolute sale, he suggested, would have averted the divisions now apparent.[926] Tamihana Te Rauparaha, Wiremu Pukapuka, Noa Te Rauhihi, Te Rai Paehua, Hori Te Waharoa, Tapa Te Whata, Henare Hopa, Te Rewiti, Apiata, Paora Porotirahi, and Takarei Te Nawe all spoke in favour of sale, some of them having apparently changed their stance on the issue. Having declared their position, the advocates for sale directed the discussion to the matter of price, with proposals ranging from £50,000 down to £20,000.

By the next day, 7 April 1866, the opposition had, according to the official record, softened: it claimed that 'the spirit of opposition had been in a great measure crushed by the resolute determination of Ihakara and the other leading chiefs to effect a sale of the disputed block.'[927] Featherston, in the absence of Ngati Apa, clearly felt uncertain over the best course to adopt but finally proposed that a delegation of rangatira should accompany him to Rangitikei to try to persuade Ngati Apa to attend. Ten were selected (including anti-sellers): those who made the journey included Tamihana Te Rauparaha, Peeti Te Aweawe, Heremaia Te Tihi, Henare Hopa, Hohepa Tamaihengia, Wi Tamihana Te Neke, Winiata Taiaho, Noa Te Rauhihi, Te Reweti, and Te Rei Paehua. At first, Ngati Apa refused to meet the delegation but finally did join the

[924] Ngati Raukawa to the Assembly 14 April 1866, AJHR 1866, A15, pp.4-5. Parakaia Te Pouepa and others had written in similar vein to the *Maori Messenger*.
[925] Henare Te Herekau and Hare Hemi Taharape to Fitzgerald 16 April 1866, AJHR 1866, A15, p.6.
[926] AJHR 1866, A4, p.26.
[927] AJHR 1866, A4, p.p.26-27.

meeting at Te Takapu where Kawana Hunia Te Hakeke again threatened that in the absence of a sale he would resort to arms.[928]

Substantive discussions resumed on 14 April when Ngati Apa 'scouted' Parakaia Te Pouepa's proposal for a Native Land Court investigation. The main business was Featherston's address. First he dealt with Parakaia Te Pouepa's proposal, declaring that the latter had not made it clear that taking the block to the Native Land Court required the consent of all the iwi involved, that each iwi would have to employ surveyors, and each would have to accept the decision of the Court. There was nothing in either the Native Lands Act 1862 (section VII) or the Native Lands Act 1865 (notably section 21) that even remotely supported such a claim.[929] The best that can be said is that Featherston was reflecting Court practice, although it should be noted that the major reconstitution of the Court under the Native Lands Act 1865 had only just taken place.[930] Whether intentional or not, that misinformation allowed Featherston to challenge those present to declare their common consent and to receive the response he no doubt had sought and expected.[931] What is of considerable interest is that Featherston chose not to record an assurance that the *Wellington Independent* recorded him as offering, namely, that he 'would do his best to get the restrictive clause repealed, provided the meeting were unanimous on the subject.'[932] If it is assumed that Featherston offered such an assurance, then he did so in the certain knowledge that no such unanimity would be forthcoming. Interestingly, he chose to explicate the meaning of his declaration that sale required the consent of all the people: that, he now averred, did not imply unanimous consent, especially where 'the decision of the majority was the only means of avoiding an inter-tribal war.'[933] That departure from his previous position clearly implied recognition of the strength of the

[928] It should be noted that Hunia Te Hakeke was recorded as having been present and as having spoken on 6 April. See Featherston 30 June 1866, Notes, AJHR 1866, A4, p.26.
[929] On the other hand, the Native Land Court's forms implied that applications for title investigations though submitted by individuals were in fact 'on behalf' of hapu. I am indebted to Cathy Marr for her guidance on this matter.
[930] The Maori-driven Native Land Court established under the Native Lands Act 1862 was replaced by a court controlled by Pakeha judges, in which adjudication predominated, and in which Maori now assumed the roles of applicants, objectors, and assessors, the last acting in essentially an advisory capacity.
[931] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.28.
[932] 'Archdeacon Hadfield's letter,' *Wellington Independent* 28 August 1866, p.4.
[933] AJHR 1866, A4, p.29.

opposition, although whether it also implied similar recognition of potential trouble he did not say.

Featherston then proceeded to expatiate on his now familiar set of not always very accurate claims, namely, that the Crown had been drawn into the dispute, at the request of the disputants, as a mediator and not as a potential buyer of the land, and that as a mediator he had persuaded them to desist from their preparations for war. Clearly, he was very anxious to dispel any suspicion that his interest in exploiting the dispute was to secure acquisition, and to refute any suggestion that he favoured the claims of one iwi over those of another. He went on to insist that since no iwi would accept an adverse decision, arbitration was ruled out, as was a division of the land among the iwi on the grounds that they would never reach agreement over relative shares and the location of those shares on the ground. Featherston wondered aloud whether there was sufficient consent *among the tribes* that would justify his accepting the offer of the block: astonishingly, he then claimed that 'He had in all the purchases he had made studiously avoided buying a disputed block, and certainly would not do so now.'[934] Clearly he had forgotten or had chosen to forget the circumstances around the purchase of the Waitotara block. The narrative of the Crown as reluctant purchaser had been firmly established.

Featherston proceeded to call upon the tribes, through their chiefs, to affirm their willingness to sell and secured the agreement of Whanganui, Ngati Apa, Muaupoko, Ngati Toa and Rangitane. Ngati Raukawa was divided, although Ihakara claimed 'the large majority,' including the 'principal claimants,' agreed. That expression of views was sufficient for Featherston to declare that his course was clear. In any case, he argued, the opposition had emanated from 'a small section' that would not endure, while others opposed had signified their willingness to abide by the decision of the majority. On what the last claim was based is unknown. Thus confident that the deed 'would ultimately be executed by all the real claimants,' Featherston announced that he was prepared to complete the purchase. That declaration was greeted, the official record noted, with 'great applause,' while 'not a few opponents … [exclaimed that]

[934] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.29.

"Rangitikei is fairly sold is for ever gone from us."'[935] That juxtaposition appears to have been intended to imply that most opponents accepted the sale: that it might have been a lament appears not to have occurred to Buller. Apparently without discussion, the price was set at £25,000, (rather than the £60,000 first proposed) and a memorandum of agreement was signed by 'upwards of 200 of the principal claimants.'[936] Such was the Wellington Provincial Government's anxiety to conclude the transaction that Provincial Treasurer Halcombe, immediately on hearing of the outcome of the meeting of 16 April, proceeded up country with £3,000 as an instalment. He turned back on hearing that Featherston had charged Buller with responsibility for collecting signatures to the deed of sale.[937] Given that the block was expected to sell at auction at an upset price of £1 per acre, Halcombe estimated that while the cost of purchase, survey, roads, and other public works would reach £140,000, sales would reap a rich dividend and allow the Government to extricate itself from its financial woes.[938]

Evidently, Ngati Apa demanded that all the purchase money should be paid to it and that it would distribute it to Ngati Raukawa and Rangitane, a proposition that received short shrift from the latter while declaring 'that they might probably want time to consider whether they would make any present at all to a tribe like Ngati Apa, who having no claim itself, meddled with those who had.'[939]

According to Henare Te Herekau and Hare Hemi Taharape, Featherston had a great deal more to say. In a submission addressed to Parliament and dated 14 April, that is, the last day of the hui, those opposing the sale set out again the arrangement reached during the Rangitikei-Turakina negotiations, recorded that they were waiting for the Native Land Court to investigate, and claimed that Featherston had announced that he would hand the purchase monies over to those tribes – Whanganui, Ngati Apa, Rangitane, and Muaupoko – that had fought the 'rebel tribes …' Featherston, it was

[935] Featherston 30 June 1866, Notes, AJHR 1866, A4, p.29.
[936] AJHR 1866, A4, p.30. Reports of the meeting that appeared in the *Wellington Independent* largely corroborated Featherston's account, although it is possible that he employed them when preparing his report of a later date. See, 'Manawatu,' *Wellington Independent* 7 April 1866, p.5; and 'Manawatu,' *Wellington Independent* 19 April 1866, p.6.
[937] 'The Manawatu purchase postponed,' *Wellington Advertiser* 11 May 1866. Cited in *Lyttelton Times* 14 May 1866, p.3.
[938] 'Manawatu block,' *Press* 19 June 1866, p.3.
[939] 'Wellington,' *Otago Daily Times* 23 April 1866, p.5.

claimed, had suggested that 'As for you Ngatiraukawa, you are a half, you are small.' In response, Ngati Raukawa insisted that 'The 800 of Whanganui are not present on this transaction,' and accused Featherston of 'simply taking our land by force' and of trying to intimidate them. Featherston was evidently unmoved.[940] In a letter addressed to Fitzgerald on 16 April 1866 (and published in the *Press* on 27 April) Henare Te Herekau and Hare Hemi Taharape described the boundaries of Te Awahou and Te Ahuturanga blocks as 'lasting' boundaries delimiting lands that Ngati Raukawa would itself have surveyed and subdivided for its own purposes.[941] Further, they claimed to have urged Featherston to initiate a survey of the land 'so that you may see which land belongs to those persons who are selling,' and again urged him to 'Keep back your money lest you sow the seed of evil, and the people of this place get into trouble through you.'[942] Featherston, it seems was unmoved, but clearly the elements of an alternative narrative had been established. In yet another letter, dated April 5-14 and published in the *Press* on 27 April 1866, Parakaia Te Pouepa and eight others – who included Matene Te Whiwhi, Nepia Taratoa, and Aperahama Te Huruhuru – again claimed to have set out for Featherston the 'agreement' reached in 1849 and implied that Governors Browne and Grey had recognised their position but to have been ignored.[943] Further, Nepia Taratoa and others of Rangitikei complained to the Governor that Featherston had 'seized the reserves' excluded from Te Awahou, and was now seizing Rangitikei. They went on to aver that 'Ihakara belongs to Manawatu, others belong to Whanganui, and others belong to Porirua. These as the voices approved of by your friend Dr Featherston. The reason why this land is seized is that these voices intimidate others. This kind of selling is very wrong.[944]

In short, if those accounts were accurate, and there is no reason to suppose that they were not, then the official account of the proceedings was manifestly incomplete. If in fact Featherston uttered the threat attributed to him, it would suggest that he may have begun to realise the determination of those opposed to him and the methods they

[940] Ngati Raukawa and others to the Assembly 14 April 1866, AJHR 1866, A15, p.5; and Ngati Raukawa and others to the Assembly 14 April 1866, in 'Sale of the Manawatu block,' *Press* 25 April 1866, p.2.
[941] It was suggested above that one of Ngati Raukawa's key policies, expressed in the decision over the Rangitikei-Turakina and Te Ahuaturanga blocks, was to relinquish claims over tracts peripheral to what it considered to be the core of its rohe.
[942] Henare Herekau and Hare Hemi Taharape to Fitzgerald 16 April 1866, AJHR 1866, A15, p.5.
[943] 'The Manawatu purchase,' *Press* 27 April 1866, p.2.
[944] Nepia Taratoa and others to Governor, quoted in Williams, *A letter,* Appendix p.xci.

might employ to obstruct peaceful possession and settlement. Certainly the *Advertiser's* correspondent reported that while Ngati Apa, Rangitane, Muaupoko, and Ngati Toa all 'unanimously' favoured sale, just half of Ngati Raukawa did so.[945]

Unsurprisingly, the Wellington press lavished praise upon both Featherston and Buller and hailed the purchase as the start of an era of prosperity for the province.[946] 'And so,' it was declared, 'the scrip holders and small farmers in anticipation, who have set their faces towards Manawatu … are in a fair way of seeing their hopes realised.'[947] Purchase, claimed the Wellington correspondent of the *Otago Daily Times,* meant much more than the opening of more land for settlement but 'so much more revenue to the province.' From the time of the New Zealand Company's 'purchase,' he added, the acquisition of the block had been 'an article in our creed.' Claiming that the refusal of a portion of the Ngati Raukawa to sell was 'as much for form's sake as anything else,' he thus declared that 'The last of Wellington's old longings has thus been satisfied.'[948]

Financing the purchase

In his opening address to the Wellington Provincial Council on 22 May 1866, Featherston similarly offered a familiar account of the transaction, claiming that by the purchase 'the only probable cause of war in this Province has been removed …' He went on to claim that the meeting at Te Takapu had been:

> … attended by six tribes, numbering the aggregate some seven hundred souls. For the first time I succeeded in bringing all the tribes engaged in the dispute face to face, and thus had an opportunity of ascertaining whether there was any other solution, than that of sale, of the difficulty – whether they would agree to arbitration – to a division of the land – or to refer the dispute to the Native Lands Court. The very announcement of these modes of arranging the matter elicited an all but unanimous refusal to entertain any one of them, and an emphatic declaration that the only possible solution was a cession of the whole of the disputed territory to the Crown, and that if I did not then and

[945] 'The Manawatu,' *Lyttelton Times* 21 April 1866, p.2.
[946] See, for example, 'The purchase of the Manawatu block,' *Wellington Independent* 19 April 1866, p.4.
[947] 'Wellington,' *Press* 21 April 1866, p.2.
[948] 'Wellington,' *Otago Daily Times* 23 April 1866, p.5.

> there accept their offer, an appeal to arms would be the only remaining alternative.[949]

That 'a small section' of Ngati Raukawa had expressed opposition to sale, he acknowledged, but cited Ihakara to the effect that such opposition would not be maintained in the face of 'the wish and decision of such an overwhelming majority of the tribe.' He went on to insist that 'the final deed of sale will receive the signatures of all whose consent can be deemed in the slightest degree necessary to render the purchase of the Rangitikei-Manawatu block as complete and valid a purchase as has ever been effected from the natives.' The fact that no reserves had been made he attributed to the wish of the owners. Just to emphasise the key element of his narrative, Featherston claimed that the price of £25,000 was not merely payment for the land but 'the price paid for the prevention of an inter-tribal war, in which, had it broken out, all the tribes in this Province, must sooner or later, have become involved.

On that basis of uncontested claim and unqualified optimism, Featherston then announced that the purchase monies would have to be borrowed and 'speedily repaid,' and further that settlement of the block would require considerable investment in public works. Moreover, he reminded the Council, 'your principal territorial revenue must in future be derived from it.' Clearly, or so it seemed, on the successful acquisition, sale, and settlement of the block the future of the Province largely depended. What Featherston thus sought was permission to secure a 'temporary loan' from the banks: the necessity to repay could well mean, he added, the postponement 'for a year or two,' of many urgently required public works.[950] The stakes were high, but the Provincial Council agreed, passing 'An Act to authorize the Superintendent to raise a loan for the purpose of extinguishing the Native Title to land in the Manawatu and other districts.' The amount was set at £30,000, the term at five years from 1st July 1866, and the rate of interest at ten percent per annum. That measure secured the rapid approval of the General Assembly in the form of the Wellington Loan Purchase Loan Sanction Act 1866.[951] Both measures followed in the

[949] 'Opening of the Provincial Council,' *Wellington Independent* 24 May 1866, p.5. In fact, only Ngati Apa was recorded in the official account as having made such threats during the Takapu proceedings.
[950] 'Opening of the Provincial Council,' *Wellington Independent* 24 May 1866, p.5.
[951] The *Press* later observed that 'in an Assembly where they [Maori] were unrepresented, an Act was passed with indecent haste … sanctioning a loan for the purchase of their loan.' See Editorial, *Press* 6 January 1869, p.2.

wake of the hui at Te Takapu, both preceded the hui at Parewanui. Both were based on the assumption that the purchase had been 'absolute,' and both would place enormous pressure on the Wellington Provincial Government's finances.

Conclusions

The origins of the dispute over the distribution of pastoral rents were much more complex than has been commonly allowed. The proximate origins can be traced to the decision of Ngati Apa to sell the Rangitikei-Turakina block, to the recognition it secured of its interests in the lands lying to the south of the Rangitikei River, and to Ngati Raukawa's decision to block any sale of those same lands by arranging for their lease. Ngati Apa's clear desire to sell the Manawatu lands was frustrated by McLean's decision to postpone efforts to acquire them, a decision which while challenged by Featherston was not, apparently, otherwise subject to official criticism and re-direction. In the event, McLean's decision not to press on with the purchase of the Manawatu lands encouraged Ngati Apa, Ngati Raukawa, and Rangitane to cooperate, apparently successfully, over both leasing and the distribution of the rents, Ngati Apa's later claims to the contrary notwithstanding.

The timing of the dispute offers some clues to its origins and to the motives and objectives of Ngati Apa and the Crown in particular. First, it does appear that Nepia Taratoa's death in late 1862, as many historians have suggested, created something of a power vacuum. At the same time, that conclusion implies that Ngati Apa in particular was not previously able to conduct its affairs in as independent a manner as it had been wont to claim. Second, the evidence is quite clear that the dispute was provoked, if not deliberately manufactured, by Kawana Hunia. Under his leadership, Ngati Apa achieved a good measure of internal cohesion, and successfully established a strong relationship with the Crown, apparent at the time of the Rangitikei-Turakina transaction, and cemented during the Taranaki War. Apparently well organised, well led, and well armed with government-issued weapons, Ngati Apa waited until after the conclusion of that conflict before acting. What is not known, despite dark hints in some sections of the colonial press, is whether Ngati Apa was encouraged by external interests to assert its claims to the Manawatu lands. At the same time, there is little

doubt that it felt emboldened by what it perceived to be its strong alliance with the Crown, on the one hand, and, on the other, the apparent division of loyalties between the Maori King and the Crown within Ngati Raukawa.

Most importantly, the dispute flared following Featherston's appointment as Land Purchase Commissioner for the Province of Wellington, the passage of the Native Lands Act 1862, and the exemption of the Manawatu block from its operation. The evidence suggests that Hunia was well aware that fulfilment of Ngati Apa's long cherished desire to sell the Manawatu lands depended upon its success in drawing the Crown, as quickly as possible lest the law should be changed, back into the negotiations that, in its view, McLean had prematurely suspended a decade earlier. The dispute that developed appears to have been carefully contrived and managed with that objective in view, involving as it did acts intended to provoke, including publicised preparations for war, threats and demonstrations of bellicosity, and a great deal of posturing. Had such developments been viewed by either the General or Wellington Provincial Governments with any real sense of alarm, it seems likely that either or both would have responded with some alacrity to the urgings of Fox and Buller. If Nepia Taratoa's death created a 'power vacuum' that Kawana Hunia decided to exploit, then the 'vacuum' created by the delayed response on the part of the Crown created the incentive and offered him the scope he required to pursue his agenda.

When Featherston did intervene in the dispute he claimed to do so as Superintendent rather than as Land Purchase Commissioner: indeed, he proved surprisingly vague about his initial appointment to the latter position, specifically that it pre-dated the emergence of the dispute between Ngati Apa and Ngati Raukawa. The fact of the matter was that Featherston had sought and secured the latter position in order to pursue the Province's long-held ambition to acquire the coveted Manawatu lands upon the on-sale of which were seen to depend the Province's financial stability and material prosperity. The evidence indicates that Featherston was not greatly interested in arbitration as a means of resolving the dispute. While he might later claim that the proposal to sell as a means of doing so emanated from the disputants themselves, testimony offered during the 1868 Himatangi hearings suggests that it emanated from

Featherston himself. Proposing sale as a means of resolving disputes over land was a well-established part of the Crown's purchasing repertoire.

The dispute served both Ngati Apa and the Crown well. The former succeeded in inducing the Crown to resume negotiations for the acquisition of Rangitikei-Manawatu and thereby securing recognition, albeit qualified, of its claims to ownership. Intervention by Featherston served to convince Ngati Apa of the strength and reach of its alliance that it believed it had forged with the Crown. Ngati Raukawa's relationship with the Crown was decidedly more ambivalent: certainly that is how the Crown chose to regard it. Ngati Raukawa was left in no doubt as to precisely whom Featherston had in mind when he uttered his threats, in the event of any violence, of military intervention and the confiscation of land. Indeed, the Land Purchase Commissioner proved adept more generally in turning the dispute to his advantage: thus he claimed that the parties involved agreed that the pastoral rents should be impounded for a short period as a means of preserving the peace when the real objective had been to withhold for a protracted period practically the sole source of income available to the protagonists in the hope that impoverishment would induce them to sell. He secured the cooperation of the squatters by offering threats of legal action for illegal occupation, simultaneously assuring them of certain concessions once the Crown had acquired the land they occupied.

The dispute over the distribution of rents arising from leasing thus served to expose and to allow the participants to develop and pursue their separate agendas. Ngati Apa was clearly determined to seek redress for past acts on the part of Ngati Raukawa, to assert full and unqualified ownership of Rangitikei-Manawatu, to enhance its alliance with the Crown, and to secure protection from its powerful neighbours. For the Crown, the dispute allowed it to intervene, both to maintain stability and order and, most importantly, to pursue purchase of the lands involved, partly for those reasons relating to internal security, but largely to support the colonising mission upon which it had embarked and which it saw as its duty to support, facilitate, and encourage. Ngati Raukawa, on the other hand, was largely determined not to sell: the iwi's strategy had emerged during the Rangitikei-Turakina and Te Ahuaturanga transactions, namely, to relinquish claims to lands where such claims could not be supported by evidence of sustained occupation and thereby to define and maintain its

core territorial interests. In such circumstances it was not surprising that the iwi, set upon having its claims formally recognised, took grave exception to the exemption of the Manawatu lands from the operation of the Native Land Court: the strength of its dismay and of the protests which followed constituted a good measure of its sense of entrapment. It was that sense of entrapment or ‘imprisonment’ that would inform its public, political, and legal campaign that followed the supposed conclusion of the Rangitikei-Manawatu transaction at Te Takapu. It is to that campaign that Chapter 6 turns.

Chapter 6: The Rangitikei-Manawatu transaction: narratives and counter-narratives

Introduction

In the months that followed the hui at Te Takapu, varying versions emerged of what had transpired. Existing narratives were restated, some with additional elements, new narratives emerged. In the public clamour that followed, several main lines of argument were advanced as the contending parties sought to secure, buttress, explain, and justify their positions. Through all the argument, debate, disputation, and representations ran two major narratives, namely, that advanced by the Crown through Featherston and Buller as Land Purchase Commissioner and Assistant Land Purchaser Commissioner respectively, and that advanced by those of Ngati Raukawa and Ngati Kauwhata opposed to the sale of Rangitikei-Manawatu. Other narratives can be discerned, notably that advanced by some sections of the colonial press generally anxious to see the sale completed but highly critical of the conduct of the transaction. In the debates and discussions three men emerged as the chief protagonists, advocates, and representatives, namely Featherston, Parakaia Te Pouepa, and J.C. Richmond.[952]

While Featherston largely adhered to the narrative that he had presented in January 1865 upon his initial intervention in the so-called 'Rangitikei land dispute,' that is, as peacemaker and reluctant purchaser, that presented by Ngati Raukawa placed considerably less emphasis on its claims to ownership through conquest and occupation manifested during the Rangitikei-Turakina and Te Ahuaturanga negotiations. Elements of those claims remained and were periodically revived, but a newly emergent narrative sought to portray those opposed to the sale as the defenders of the property rights of those who wished to retain their land, as a group of otherwise law-abiding people confronting the power, determination, and resources of the

[952] Richmond was in effect Native Minister in the Stafford Ministry from August 1866 to June 1869: he did not have the formal title, Stafford having decided to dispense with it. See Frances Porter and W.H. Oliver, 'Richmond, James Crowe,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 15 January 2014.

Crown, and as citizens denied the right otherwise extended to all other citizens, Maori and Pakeha alike, to present, argue, and defend their case in court. The key theme that informed Featherston's narrative was thus the 'exceptionality' of the Manawatu lands, while that which underlay and shaped that advanced by Parakaia Te Pouepa was 'coercion.' On Richmond largely fell the task of charting a course through the Scylla of 'exceptionality' and the Charybdis of 'coercion.'

'One of those land jobs'

Following the conclusion of the hui at Te Takapu, Buller was charged with securing as many signatures as possible, from 'claimants in chief' and 'remote claimants' to the Deed of Cession. As he embarked on his mission, Featherston and some sections of the press indulged in a show of barely disguised triumphalism, but it was not long before a counter-narrative began to take shape and gain some public traction. Public criticism centred on three matters, namely, the impounding of the rents, the exemption of the block, and price. The central arguments advanced were that Ngati Raukawa had been coerced into selling and in that process had been denied recourse to the courts. Thus in July 1865, the *Wanganui Chronicle* suggested that Featherson's impounding of the pastoral rents had left the government in the position of 'homologating a breach of the law.' It went on to add that 'True, it was an awkward thing for the Government to interfere for the protection of runholders, whom, in the exercise of its proper functions, it should have punished. But in New Zealand the law can be set aside for the guilty who have friends at court just as easily as it can be enforced unjustly against those who have no such convenient backers.' While acknowledging the dispute had arisen over the distribution of the rents, the journal doubted whether that parties would have resorted to violence, at the same time suggesting that interdicting payment had merely served to exacerbate the tensions. 'This coercion,' the journal observed, 'could not be reconciled with justice.'[953] Furthermore, the exemption of the Manawatu block from the operation of the Native Lands Act 1862 was 'a palpable injustice to its owners.' Finally, it was not clear, following the Order in Council of 17 May 1865 and Featherston's loss of his position as Land Purchaser Commissioner, by

[953] Editorial, *Wanganui Chronicle* 1 July 1865, p.2.

what right he had continued to negotiate for the purchase of the block.[954] The Government's answer to that (as noted above) was, from 15 July 1865, to reappoint Featherston as 'Commissioner for the Purchase of lands from the Natives within the Manawatu Block as defined in the schedule of the "Native Lands Act 1862."'[955] Featherston's appointment in 1862 as Land Purchase Commissioner for the Province of Wellington had ended.

In September 1865 the *Otago Daily Times* had suggested that 'instead of the Natives being allowed to sell this, the most valuable block of land in the Wellington Province, they were obliged, as under the old system, to sell to the Provincial Government at a nominal price – the Government reselling at an enormous profit.'[956] In February 1866 the *Wanganui Chronicle* again described the exemption as a serious injustice in which the owners of the Manawatu lands were deprived of the right extended to all Maori elsewhere of selling to whom they chose and to what they considered to be their best advantage. The transaction, it claimed, was 'just one of those land jobs which have made the name of colonist odious in the ears of the British public.'[957] A month later, the same journal claimed that Featherston had employed less than fair means in his efforts to induce Maori to part with their land and that while he had been appealed to as an arbitrator he had in fact emerged as a purchaser. That conflation of roles implied a conflict of interests. Significantly, it now claimed that the danger of an inter-tribal conflict over the block had been deliberately overblown.[958] A colony-wide debate developed amid predictions that Featherston's efforts and methods would lead the colony back into war.

Ngati Raukawa mounts a public campaign

Those signs of incipient public disquiet were scarcely abated by the remarkable public campaign initiated by Ngati Raukawa and in which the iwi set out to challenge Featherston's version of events. That campaign would comprise a number of distinct

[954] Editorial, *Wanganui Chronicle* 1 July 1865, p.2.
[955] See ANZ Wellington AEBE 18507 LE1 49 1866/112.
[956] 'The progress of the session,' *Otago Daily Times* 19 September 1865, p.5.
[957] Editorial, *Wanganui Chronicle* 3 February 1866, p.2.
[958] *Wanganui Chronicle* 14 March 1866. Cited in 'Mr Buller and Manawatu,' *Wellington Independent* 22 March 1866, p.4.

components, among them, letters addressed to sections of the colonial press, notably Christchurch's *Press*; petitions; representations to government; and efforts to secure redress through the courts. Ngati Raukawa was determined to reach over the heads of Featherston and Buller to the general public and to the General Government in an effort to secure what they considered to be not their customary rights so much as their rights under English law. As they sought to set out their case those opposing the sale would encounter an equally vigorous campaign waged by the advocates of the transaction and in which denigration, excoriation, innuendo, minimisation, aspersions, and accusations of fraud featured prominently among the weapons of choice.

Even before the Takapu hui had concluded, letters offering an account that differed markedly from that offered by Featherston appeared in the *Press.* Among them was a letter dated 14 April 1866 over the names of Ngati Raukawa, Ngati Whakatere, Ngati Huia, Ngati Parewahawaha, Ngati Terangi, Ngati Turanga, Ngati Kaiwhata, Te Mateawa, Ngati Pikiahu, Ngati Kahaea, and Ngati Rakau. It also carried names of Parakaia Te Pouepa and Henare Te Herekau but the letter appears to have been written by the latter. In essence, the letter claimed that Featherston had been advised that his 'purchase' amounted 'robbery of our land,' and that he was 'pretending that an agreement has been made to make us fear.'[959] The *Wellington Independent* claimed that the letter had been written before the meeting called to consider the sale had been completed, and that Henare Te Herekau had been among the first to sign the memorandum of sale.[960] While the letter carried the names of 11 hapu, the journal claimed that 'in reality it only expresses the views of two natives, Parakaia Te Pouepa and Na [*sic*] Henare Te Herekau …' and thereupon embarked upon a tirade of invective and denigration. Parakaia, it claimed, owned no more than an acre or two, and was 'a big mouth' on account of 'proneness to fruitless discussion.' It then quoted a Maori 'proverb' to the effect that 'Let a louse fall from Parakaia's head and he will claim the ground on which it rests.' The opposition of Henare Te Herekau, it claimed further, had been impaired by his alleged '*sotto voce* [comments] to his friends at the close of each eloquent period – "It's alright; I don't mean anything."'[961] Henare Te

[959] Henare Te Herekau to Assembly 14 April 1866, *Wellington Independent* 28 April 1866, p.4.
[960] 'The Manawatu purchase,' *Wellington Independent* 17 May 1866, p.4.
[961] 'Concerning the Manawatu, the Canterbury *Press*, and another Native letter,' *Wellington Independent* 28 April 1866, p.4. For similar views, see *New Zealand Advertiser* 4 May 1866. Cited in 'The Manawatu Block,' *Press* 7 May 1866, p.3.

Herekau, it should be noted, vigorously rejected the charges levelled at him: 'I am always,' he insisted, 'upon the anti-selling side; my hand did not grasp the pen; I did not write' nor did I even see that document.'[962]

There was nothing to suggest that the *Wellington Independent's* claims were anything more than simple fabrications intended to reassure a public showing some signs of disquiet. Having disposed of the writers of the letter, at least to its satisfaction, the *Wellington Independent* went on to deploy another weapon favoured by Featherston's supporters, to reduce the opposition to insignificance. Thus once Featherston had delivered his final address to the Takapu hui 'there was a general agreement on the part of the natives to sell, though, of course, the bargain was not complete until they had agreed upon a price.' Further, once that price had been agreed, by 16 April, 'all opposition to the sale was completely abandoned.' That the sale was 'absolute' would become a central element of the claims advanced by the advocates and supporters of purchase.[963] That excluded, naturally, one or two 'malcontents.' Finally it chose to deal with the charge that '800 of Wanganui are not present in this transaction' by acknowledging that Whanganui had 'only a claim of the most shadowy kind over the land – the sort of interest which would entitle them to a present.' Why then, Whanganui had been involved and why it hailed their 'unanimous consent,' were matters it chose not to address. Finally, it flatly rejected claims that the transaction would, if necessary, be enforced by a resort to arms.[964] A few days later, it claimed that Matene Te Whiwhi was strongly in favour of the sale, as indeed, were Aperahama Te Huruhuru and Nepia Taratoa.[965]

Ngati Raukawa maintained its campaign. Henare Te Herekau and others advised the Native Minister that those who supported the sale were 'unauthorized as regards each man's piece of land … If these people were willing to sell their own land, the sale of it would be clear.'[966] In a letter addressed to the Governor, Nepia Taratoa and others

[962] Henare Te Herekau to Fitzgerald 30 April 1866, AJHR 1866, A15, p.6.
[963] 'Concerning the Manawatu, the Canterbury *Press*, and another native letter,' *Wellington Independent* 28 April 1866, p.4. The journal later retracted its claim that Henare Te Herekau had signed: see 'The Manawatu purchase,' *Wellington Independent* 10 May 1866, p.4.
[964] 'Concerning the Manawatu, the Canterbury *Press*, and another Native letter,' *Wellington Independent* 28 April 1866, p.4.
[965] 'The Manawatu block,' *Wellington Independent* 3 May 1866, p.4.
[966] Henare Te Herekau and others to Native Minister 20 April 1866, AJHR 1866, A4, pp.3-4.

made it clear that 'Ihakara belongs to Manawatu, others to Whanganui, and others belong to Porirua. These are the voices … approved of by your friend Featherston. The reason why this land is seized is that these voices … intimidate others.'[967] They followed up that letter with one to Native Minister Russell in which they insisted that 'Neither Ngatiapa, Rangitane, nor Muaupoko have anything to do with it (the land).' They went on to note that 'We have lived on the land thirty-one years. The fire of Ngatiapa has not been kindled up to the present day … Our determination to hold fast to the land is fixed and will never cease.' Finally, they claimed. 'The people of Ngatiraukawa who have joined the sale and Ngatiapa, these people are jealous on account of the small pieces of land belonging to them … [and] they have no influence amongst the people who have large pieces of land at Rangitikei.'[968] Two strands of the developing counter-narrative were apparent: first, that those who had agreed to the sale had no right to do so, and second, that the Crown had dealt primarily with those with at best slight interests in or claims to the land.

The 'arrangement' reached between Ngati Raukawa and McLean over the 1849 sale of Rangitikei-Turakina was raised afresh. In a letter published in the *Press,* on 27 April 1866, Henare Te Herekau and Hore Henei Taharape claimed that Ngati Raukawa had reminded Featherston that it had opposed the sale of the block 'on a former occasion' (that is, 1849), but that the iwi had allowed the sale of Rangitikei-Turakina, Te Awahou, and Upper Manawatu but had made it clear that it would never permit the purchase of Rangitikei-Manawatu. Featherston, they claimed, did not respond. On asking that the block should be referred to the Native Land Court for investigation, Featherston, they recorded, reminded them that Whanganui, Ngati Apa, Rangitane, and Muaupoko had agreed to sell and that he had therefore acquired the land. Parakaia Te Pouepa and eight others (including Matene Te Whiwhi and Nepia Taratoa) wrote in similar vein.[969] The *Wellington Independent* responded by claiming that Matene Te Whiwhi had supported the transaction and had signed the memorandum of sale, while Aperahama Te Huruhuru and Nepia Taratoa were also 'decidedly in favour of selling.'[970] Matene Te Whiwhi claimed that Parakaia had

[967]Nepia Taratoa and others to Governor 24 April 1866, AJHR 1866, A4, p.12.
[968]Nepia Taratoa and others to Native Minister 30 April 1866, AJHR 1866, A4, pp.12-13.
[969]'The Manawatu purchase,' *Wellington Independent* 3 May 1866, p.5.
[970] 'The Manawatu block,' *Wellington Independent* 3 May 1866, p.4.

appended his name to that letter and that his name had 'been inserted in the papers without my sanction.'[971]

The growing opposition to the transaction induced both the *Lyttelton Times* and the *Wellington Independent*, clearly finding it difficult to accept the strength and character of the criticism being levelled at Featherston, to insist that the Church of England, still hoping to secure a grant of 10,000 acres 'for the maintenance of a native ministry,' was behind the antagonism to the sale.[972] The missionaries would incur ever more vehement criticism: indeed, the *Lyttelton Times* inveighed against 'a class of men who [*sic*] have always been the enemies of the colonists, who have now exchanged secret mischief-plotting for public hostility, and who have been to an extent far beyond what is generally imagined the originators of that protracted and costly war …'[973]

Of all the letters published that apparently signed by Matene Te Whiwhi created some consternation given both his standing and his apparent endorsement of the sale. It also created some controversy when it became apparent that Parakaia Te Pouepa had apparently included Matene Te Whiwhi's name without the latter's consent.[974] The *Wellington Independent* seized upon that 'audacious forgery' to attack the honesty of the writers, and announced its determination to root out the origin of the letters, that is, the missionaries whose 'hostility' towards colonists was, it was claimed, well known.'[975] Tamihana Te Rauparaha also decided to strike, describing Parakaia and Henare Te Herekau's claims as 'totally false.' Rather, he insisted, 'The multitude of the Maori Chiefs have consented to sell all the land lying between the Rangitikei and Manawatu Rivers.' Matene Te Whiwhi, he claimed, had not signed any letter opposing the sale: his signature had been forged by Parakaia, and further that both Aperahama Te Huruhuru and Nepia Taratoa had consented to the sale. Moreover, he

[971] Matene Te Whiwhi to Featherston 9 May 1866. Cited in 'Who wrote the native letters?' *Wellington Indpendent* 15 May 1866, p.5.
[972] 'Who wrote the native letters?' *Wellington Independent* 15 May 1866, p.5.
[973] Editorial, *Lyttelton Times* 11 July 1866, p.2.
[974] Matene te Whiwhi to Featherston 9 May 1866, 'The Manawatu purchase,' *Press* 14 May 1866, p.2. The *Wellington Independent* claimed that Parakaia came 'to grief' during a hui when he was censured for appending Matene Te Whiwhi's name to the letter, and that Henare Te Herekau had been arrested for contempt of court and had 'had to eat humble pie.' See 'The Manawatu purchase,' *Wellington Independent* 17 May 1866, p.4.
[975] 'Local and general news,' *Wellington Independent* 22 May 1866, p.5.

added, Henare Te Herekau had sought from Featherston an advance 'on account of Manawatu and on account of Rangitikei.'[976] In response, Henare Te Herekau accused Tamihana Te Rauparaha of misrepresentation: the latter had claimed that Te Herekau had asked Featherston for money in respect of Rangitikei-Manawatu when the discussions centred on Eketahuna. 'When he sold Mana,' asked Te Herekau, 'did he say the money was for Kapiti?'[977]

Rawiri Te Whanui, on the other hand, asserted that the accounts offered by Parakaia and Henare Te Herekau of their statements at the April meeting were 'perfectly correct. I heard,' he added, 'no assent to the sale from the chiefs and people of Ngatiraukawa – none whatever.' He listed those as favouring sale as Papa Rei, Horomona, Ihapara, Wi Pukapuka, Noa, Paora, Hori Kerei, Tamihana Te Rauaparaha, Watene, and Tamihana Wharekaka. He insisted that when those opposed had pressed, at Te Takapu for the removal of 'the restriction … off the land from Ohau to Rangitikei, that it might be free, to be rented or subdivided, and held under Crown grants,' Featherston had made no reply. Parakaia, he added, had made plain that the sale of Rangitikei-Turakina had required Ngati Raukawa's consent, that such consent had been made contingent on an agreement under which the south side of the Rangitikei 'was withheld by Ngatiraukawa from Governor Grey and Mr McLean to be permanently kept by them.' Further, Ngati Raukawa gave up Te Ahuaturanga to Rangitane and allowed Ihakara to sell Te Awahou. Ngati Raukawa assented to the wish of Ihakara to sell a block to the Crown, and it gave up Te Ahuaturanga to satisfy Rangitane's wish to sell to the Crown. According to Rawiri Te Whanui, Buller refused to accept from Parakaia a document that set the position out in detail: he also noted that Parakaia had prepared another document dealing with Te Paretao 'which Dr Featherston had bought secretly.' All that Parakaia had said, he concluded, 'was as straight as a wire.'[978]

Through April and May 1866, Ngati Kauwhata and some sections of Ngati Raukawa thus mounted a vigorous campaign directed at the general public, at Parliament and the General Government, and indeed at the Governor. The narrative advanced

[976] Tamihana Te Rauparaha to Editor, *Lyttelton Times* 14 May 1866. Cited in 'The Manawatu purchase,' *Lyttelton Times* 21 May 1866, p.2.
[977] 'The Manawatu purchase,' *Press* 15 June 1866, p.2.
[978] 'The Manawatu purchase,' *Press* 8 June 1866, p.2.

comprised a number of distinct elements: that those urging the sale of the land were 'unauthorized as regards each man's piece of land';[979] that Featherston had been reminded of Ngati Raukawa's earlier opposition to Ngati Apa's attempts to sell land south of the Rangitikei River; that Ngati Raukawa had agreed to the sales of Te Awahou and Te Ahuaturanga so as to define the area, namely Rangitikei-Manawatu, that the iwi was not prepared to sell; that the matter of ownership should be left to the Native Land Court to decide; that Featherston had made much of the participation of Whanganui, Ngati Apa, Rangitane, and Muaupoko in the campaigns in Taranaki and against Tikowaru whereas in fact Whanganui had no place in any transaction; and that the land should be surveyed prior to any negotiations over sale. Further, Ngati Raukawa insisted that the land was required for the support of its people, that the block must be 'carefully subdivided,' and that it would both pay and support the surveyors. Featherston's Maori critics also insisted that despite their representations to Featherston, on 14 April he 'made the payment. His talk was light, acceptable to four tribes, but the falling of the wrong was upon us. It was a new word. There are 800 of Whanganui, 200 of Ngatiapa of Rangitane, and Muaupoko 100. As for you Ngatiraukawa you are a half – you are small.' In short, the argument ran, Featherston had 'pretend …[ed] that an agreement has been made to make us fear.' Moreover, Featherston in his quest to secure the block had ignored the representations made by Ngati Raukawa, such that the 'sale' amounted to robbery the result of which would be 'strife.'[980]

On 24 April 1866, writing from Matahiwi, Nepia Taratoa and others informed Grey that Featherston had 'seized' reserves (namely, Te Paretao and Te Rewarewa) and was now attempting to 'seize' Rangitikei-Manawatu.[981] Nepia Taratoa and others (who now included Te Whatanui) also informed Native Minister Russell that 'Neither Ngatiapa, Rangitane, nor Muaupoko have anything to do with it (the land),' that the original inhabitants had been conquered and killed or enslaved by Te Rauparaha, and that the latter had allocated all the land from Otaki to the Rangitikei to Ngati Raukawa, land on which they had resided since 1835. That some among Ngati

[979] Henare Te Herekau and others to the Native Minister 20 April 1866, AJHR 1866, A4, p.3.
[980] Parakaia Te Pouepa and others to the Assembly 14 April 1866, AJHR 1866, A4, pp.9-10. See also the statements made by Henare Te Herekau and Hare Hemi Taharape 16 April 1866, and by Parakaia Te Pouepa and others 5-14 April 1866, AJHR 1866, A4, p.10.
[981] Nepia Taratoa and others to Governor 24 April 1866, AJHR 1866, A4, p.12.

Raukawa were prepared to sell they attributed to the fact that they held only small areas in the block.[982]

In mounting that campaign, the Ngati Raukawa opponents of the transaction had found in J.E. Fitzgerald and the *Press* ready allies. The writing of letters was a tactic applauded by some as the response expected from an iwi that for 25 years had accepted and complied with English law and who had lived peacefully. Given that the Manawatu block had been excluded from the operation of the Native Lands Act 1865, it was also a carefully calculated response on the part of those otherwise denied a court to which they could appeal. The appeal over the heads of both the Wellington Provincial and General Governments offered a serious challenge to the narrative crafted and promulgated by Featherston: Maori were presenting their case directly. The anger of some sections of the colonial press and the vituperation bestowed on those journals that had chosen to publish the letters were a measure of the extent to which even at that early stage the campaign had worried the transaction's advocates and supporters.[983] Thus the *Lyttelton Times* claimed that the letters were not genuine, while the *Wellington Independent* insisted that Fitzgerald had been hoodwinked. Fitzgerald responded by condemning Featherston for having marched with Chute, and when the *Lyttelton Times* suggested that Englishmen did not generally trouble newspapers with their complaints, Fitzgerald's response offered what Bohan termed 'the irrefutable rejoinder' that, with respect to Maori-European matters, 'Discord springs not out of law, but out of no law.'[984]

'Those people have two tongues'

Those supporting the sale sought to stiffen the Crown's resolve and to try to ensure that they received the bulk of the purchase monies. Towards the end of April 1866, Rangitane and Muaupoko advised the Native Minister that the land belonged to them, while admitting the claims of some Ngati Raukawa but 'as to the bulk of the people,

[982] Nepia Taratoa and others to Native Minister 30 April 1866, AJHR 1866, A4, pp.12-13.
[983] See, for example, 'The Manawatu block,' *Wellington Independent* 3 May 1866, p.4.
[984] Editorial, *Press* 5 May 1866, p.2. See Edmund Bohan, *'Blest madman:' Fitzgerald of Canterbury*. Christchurch: Canterbury University Press, 1998, pp.286-287.

we do not know them.'[985] While then Ngati Apa, Rangitane, and Muaupoko had tribal rights, only one or two hapu of Ngati Raukawa could claim any right at all (a notion that would find fuller expression in the Land Court's Himatangi rulings). Tamihana Te Rauparaha advised Mantell that the April hui had involved 'a great deal of talking which was not quite clear.' Those opposed to sale, he noted, sought to retain the land 'for the purpose of maintaining the power … of the Natives: if that settlement is sold, the Maori tribes will be lost.' He insisted that most of Ngati Raukawa 'on this side,' that is, south of the Manawatu River, favoured sale, the opponents being those who supported 'Kingism and Hau Hauism.' He went on to suggest that 'If you see some letters written by Ngatiraukawa to the Government about that land, do not give them any attention. Those people have two tongues.'[986] On the matter of 'two tongues,' it is worth while noting here that Tamihana Te Rauparaha later attributed the loss of Rangitikei-Manawatu to Ngati Raukawa's failure to follow his father's directive to exterminate the original residents. Te Rauparaha, he claimed, asked why Ngati Raukawa had allowed 'those taurekareka remnants of my eating to sell the land? Why not sell it yourselves?'[987]

In a further effort to discredit the opposition, the missionaries were accused of self-interesting meddling. The Government's rejection of an effort by the Church Missionary Society to acquire 10,000 acres in the Manawatu for 'the maintenance of a native ministry' was raised in an effort to cast aspersions on the motives of those allegedly involved. Henare Te Herekau, in particular, was described as 'the representative of the ecclesiastical influence.'[988] Claims flowed that the letters written by Maori had a 'very English-like style' and there was 'something altogether peculiar' about them. Nevertheless, even that bitter critic of the missionaries, the *Lyttelton Times*, conceded that 'There is opposition.'[989] The *New Zealand Advertiser* challenged the authenticity of the letters. Matene Te Whiwhi, it claimed, had signed the deed of sale, Aperahama Tukumaru had been in favour of selling from the outset,

[985] Te Peeti Aweawe and others to Native Minister 28 April 1866, AJHR 1866, A4, p.8.
[986] Tamihana Te Rauparaha to Mantell 25 April 1866, AJHR 1866, A4, pp.6-7. On the matter of 'two tongues,' Tamihana Te Rauparaha subsequently and publicly accused Henare Te Herekau of having asked Featherston for payment in respect of Rangitikei-Manawatu, a charge that the latter vigorously rejected. See Henare Te Herekau to Fitzgerald 6 June 1866, AJHR 1866, A15, p.7.
[987] Cited in Williams, *A page,* p.24.
[988] 'Manawatu,' *Wellington Independent* 17 May 1866, p.5.
[989] Untitled, *Lyttelton Times* 9 May 1866, p.2. See also, Untitled, *Lyttelton Times* 15 May 1866, p.2.

Parakaia was a 'big mouth' whose opinion 'is considered of very little worth,' while the others who had signed the letters had long favoured sale. The opposition offered by Henare Te Herekau was 'nominal,' while Hori Henei Taharape had apparently signed the deed of sale.

Ngati Raukawa meets Haultain

Towards the end of April Tamihana Te Rauparaha wrote to former Native Minister Mantell: he suggested that those who had attended the Takapu meeting had been divided over the matter of sale. Those opposed, he reported, were determined 'to hold it fast lest their power should be lost by [to?] the Pakeha side and the Queen's side.' On the other hand, most of Ngati Raukawa on 'this side [of the Manawatu]' favoured selling, and doing so for the sum of £25,000. 'The reason why it was sold for that money is because it is disputed territory; if it were not disputed it would not be sold.'[990] Clearly the division between 'Rangitikei' Ngati Raukawa and 'Manawatu' Ngati Raukawa, first apparent during the controversial Te Awahou transaction, was widening.

On 27 April 1866 the *Press* published a letter under the names of Parakia Te Pouepa and eight others who included both Matene Te Whiwhi and Aperahama Te Huruhuru. The letter, by recounting the remarks made to Featherston at the conclusion of the Te Takapu hui, restated Ngati Raukawa's opposition to the Rangitikei-Manawatu transaction. The letter concluded with the words addressed to Featherston, 'Do what is just, don't do anything like robbing us.'[991] A few days, later, in a note dated 1 May 1866, Mantell suggested to the Native Minister that in his view 'the most important part of the negotiations … namely, the ascertainment and assessment of the proportionate interest of the contending tribes is still unaccomplished, or at least has not been communicated to the Natives or received their assent.'[992] Two days later, on 3 May 1866 Featherston was instructed to prepare a report on the transaction in which he was required to demonstrate that he had 'duly investigated' the Native land claims to the block, to have conducted such investigation 'after due publicity,' that through

[990] Tamihana Te Rauparaha to Mantell 25 April 1866, AJHR 1866, A4, p.6.
[991] 'The Manawatu purchase,' *Press* 27 April 1866, p.2.
[992] Mantell to Native Minister 1 May 1866, AJHR 1866, A4, pp.5-6.

such investigation he had ascertained that the title to the block vested in the persons of such iwi as nominated in his report, that the area and price agreed were 'accurately defined and laid down,' and that the persons named in the report were 'those to whom it has been agreed by all known claimants that payment shall be made on their behalf.'[993] Whether or not that memorandum to Featherston implied disquiet over Featherston's conduct of the transaction or whether it was simply intended to remind him of the procedure that he was required to follow is not clear: the timing suggests the former. The doubts expressed by some sections of the colonial press, the representations by contenders, and suggestions that those opposed to the sale might employ the Native Rights Act and appeal to the Supreme Court to enforce their rights and protect their property, had begun to generate considerable uncertainty within the General Government.[994]

On the last day of April 1866, Aperahama Te Huruhuru and 49 others informed 'all the Runanga' that on account of 'the pain of their hearts' and being 'very dark at the work of Dr Featherston in the ears of the people,' a delegation would proceed to Wellington. The letter expressed keen disappointment that the matter had not been placed in the hands of McLean who 'holds the words of the tribes who retained possession of this side [of the Rangitikei River].' The writers were at the same time highly critical of Featherston's involvement and conduct. They claimed that Ngati Raukawa had urged Fox and Grey to direct McLean to resolve the original dispute but that Featherston had been appointed and:

> … he is not clear. He retained our rents and we were dark. You regard him as an adjudicator; to our idea he is a person who stops the mouths of the people, and we are dark in consequence … In your estimation he is a judge; in ours he is one who seizes property, who introduces people from one side, who opposes the words of the rightful owners, and causes vexation to settle upon the people who work quietly.[995]

[993] 'Substance of an extract from a memorandum respecting land purchases,' AJHR 1866, A4, p.5.
[994] Editorial, *Press* 25 April 1866, p.2.
[995] To all the Runangas of Wellington, Christchurch, Ahuriri, England, and all the places of the Queen 30 April 1866, AJHR 1866, A4, p.14.

Another statement, signed by Parakaia Te Pouepa, Matene Te Whiwhi, Paranihi Te Tau, Wiriharai Te Ngira, Epiha Te Riu, Heremia Pake, Henere Herekau, Nepia Taratoa, and Aperahama Te Huruhuru, expressed very similar sentiments.[996]

On 9 May 1866 a delegation of 35 from Ngati Raukawa, led by Henare Te Herekau and Parakaia Te Pouepa, met T.M. Haultain (acting for the Native Minister): Haultain was presented with 'a written protest against the sale couched in strong and indignant language.'[997] The delegation claimed that whereas only 'eight of their tribe' had initially signed the Deed of Cession, following Featherston's and Buller's 'representations,' a total of 17 had agreed. Of Featherston's claim that 1,100 had signed the agreement for sale and purchase, Parakaia Te Pouepa observed that 'He had not seen that number, and those who consented belonged to strange places; they came, he believed, from various parts of Wanganui.' Haultain, noting that Featherston had still to furnish the report required by the Governor, assured the delegation that 'they might rest satisfied that no sale would be allowed unless the owners of the land agreed to it.'[998] Reports in the press indicated that Ngati Raukawa had been satisfied by the assurance proffered.[999] That assurance followed Featherston's declaration at the conclusion of the Te Takapu hui that the sale was complete. On the other hand, Ngati Apa and Rangitane expressed some apprehension over Ngati Raukawa's discussions: Featherston was accused of 'deceit,' while Kawana Hunia took the opportunity to remind Stafford that 'the land of the Ngatiraukawa is at Maungatautari …'[1000] a sentiment with which Te Peeti Te Aweawe of Rangitane appeared to agree.[1001]

In fact, opponents of the sale did not rest content with Haultain's assurance. On the same day as the meeting with Haultain had taken place, Parakaia Te Pouepa and 30

[996]'The Manawatu purchase,' *Press* 27 April 1866, p.2. The same letter was published in the 'The Manawatu purchase,' *New Zealand Herald* 15 May 1866, p.4.
[997] Editorial, *Press* 6 January 1869, p.2.
[998] Notes of an interview between the Hon Colonel Haultain and 35 Natives of the Ngatiraukawa Tribe, AJHR 1866, A4, p.11.
[999] Editorial, *Press* 22 May 1866, p.2.
[1000] Hunia Hakeke and others to Stafford 23 May 1866, AJHR 1866, A4, pp.4-5.
[1001] Te Peeti Te Awewae and others to Native Minister 28 April 1866, AJHR 1866, A4, pp.7-8. Mason Durie recorded that Te Peeti Te Awaeawe had been 'incensed by the attitudes of the newcomers [Ngati Raukawa and Ngati Kauwhata] in relation to land formerly possessed by his own Rangitane hapu, Ngati Hineaute and Ngai Tamawahine.' See Mason Durie, Te Aweawe, Te Peeti,' *Dictionary of New Zealand biography. Te Ara – encyclopaedia of New Zealand*, updated 30 October 2012.

others wrote to the General Assembly. They claimed, obscurely, that they had been 'detained' by the Superintendent, that Buller had forged the names of Nepia Taratoa and Aperahama Te Huruhuru on the Memorandum of Agreement, and that Featherston was averse to any public airing of or any inquiry into their concerns and indeed was trying to suppress their criticism.[1002] Henare Te Herekau also entered the lists, the *Press* publishing a letter dated 11 May 1866 in which he flatly rejected claims in the Wellington press that, despite his public protestations, in fact he was in favour of selling. 'It is wearisome,' he wrote, 'to have to deny these false charges. I am still determined and resolute and firm in my efforts to withhold the land; I and my tribe.' He also indicated that Parakaia personally owned not two but two thousand acres in the disputed block and his hapu 'a very large piece of land there.'[1003] The *Press* responded by asking 'Who is to say whether he does or not? Those who say they have purchased his land? Or a Court of law? But we have deliberately closed the Courts of Law in the Manawatu territory – here are the fruits.' It went on to observe that 'We do not believe that Dr Featherston would willingly do injustice to a Native; but there is that ugly story about the Waitotara totally unexplained, which leads us to mistrust his judgment in a land purchase.'[1004]

Featherston reports

Further protests were voiced during June and July 1866, Te Kooro Te One and others of Ngati Kauwhata in particular making plain to Governor Grey their opposition to the sale of that portion of the block 'towards Oroua and Manawatu.'[1005] They refused to accede to Buller's invitation to sign the Deed of Cession. Similarly, Rawiri Te Whanui and others were not willing that, with respect to their land at Rangitikei, 'other tribes and other men should leap on to it and sell it.' They characterised Featherston's handling of the transaction as illegal and asked 'Let the Court decide between Dr Featherston and his friends, the sellers of our land on the one part, and us

[1002] Parakaia Te Pouepa and others to the General Assembly, AJHR 1866, A4, p.35.
[1003] 'The Manawatu purchase,' *Press* 17 May 1866, p.2.
[1004] Untitled, *Press* 17 May 1866, p.2.
[1005] Te Kooro Te One and others to Governor Grey 13 June 1866, AJHR 1866, A4, pp.30-31. See also Te Kooro Te One and others to Governor 13 June 1865 and 13 July 1865, quoted in Williams, *A letter*, Appendix pp.xcii-xciii.

on the other part.'[1006] Dissension within Ngati Raukawa intensified, Nepia Taratoa lambasting Aperahama for his inconstancy over the sale and his alleged lies to both Grey and 'the seven hundred, while reiterating his opposition to the sale.[1007] On the other hand, Ihakara Tukumaru advised Featherston that 'There is no one now to oppose the sale – Give no thought to the work of Parakaia. It is of no account.' He then sought, in consideration for having signed the Deed of Cession, a grant of land at Mingiroa for his family and moreover in the form of a Crown grant 'in order that there may be no trouble hereafter respecting that piece.'[1008]

Rather than complying with Haultain's request, Featherston elected to submit notes of the various meetings he had held with the several iwi involved in the 'Rangitikei land dispute.' The notes, would, he assured Russell, 'place His Excellency's Government in possession of all that has taken place in reference to the adjustment of the long pending dispute.' [1009] He was soon advised that his report did not meet the requirements as set out by Haultain on 3 May 1866. Of particular concern was Featherston's declaration that once the Deed of Cession had been completed the purchase monies would be handed over for division and distribution to those chiefs nominated by a general meeting to be held at Parewanui. He had noted, carefully, that he was following the procedure that had been adopted in the case of the 'Upper Manawatu and other purchases …' Russell made it plain to Featherston that he was first to furnish a report.[1010] A few days later he was also directed not to authorise any surveys to which the Government had not assented.[1011]

The pressure on Featherston mounted. In a letter published in the *Wanganui Chronicle* in mid-July 1866, Thomas Williams gave further expression to the growing public disquiet. He recorded that West Coast Maori were bitterly critical of the exemption of the Manawatu Block from the operation of the Native Lands Act 1865, quoting one rangatira to the effect that 'Our land is our prison … the irons are upon

[1006] Rawiri Te Whanui and others to Native Minister 19 July 1866, AJHR 1866, A4, p.32.
[1007] Nepia Taratoa and others to Governor Grey 31 July 1866, AJHR 1866, A4, p.35. Aperahama Te Huruhuru had advised Grey that he had withdrawn his opposition to the sale and signed the Deed of Cession. See Aperahama Te Huruhuru to Grey 30 July 1866, AJHR 1866, A4, pp.35-36.
[1008] Ihakara Tukumaru to Featherston 27 July 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1009] Featherston to Russell 30 June 1866, AJHR 1866 A4, p.14.
[1010] Russell to Featherston 17 July 1866, AJHR 1866, A4, p.32.
[1011] Russell to Featherston 20 July 1866, AJHR 1866, A4, p.33.

me.' When others protested at such treatment, he claimed, they were 'held up to public execration as the base instigators of the natives against the Government.' Williams clearly regarded the exemption as contemptible and cowardly, especially when carried out by Featherston who had been so loud in his denunciation of the methods employed by the Crown to acquire land from Maori and who had claimed to be 'the great champion, friend, and protector of the poor Maori …' He offered some bitter criticism of Buller as 'aiding and abetting' an injustice, while charging Featherston 'with attempting an act of great and cruel injustice …' The agreement reached between Featherston and Maori over sale/purchase he dismissed as a 'Brummagen' [counterfeit] agreement.[1012]

Public doubts, public fears

In the face of the sustained letter-writing campaign, even some of the transaction's supporters began to express doubts. The *Advertiser* had difficulty reconciling the letters with the repeated assurances emanating from Wellington Provincial Government to the effect that all was well where the transaction was concerned. The letters published over the names of Matene Te Whiwhi and Aperahama Te Huruhuru, in particular, it found discomfiting. 'There is,' it observed, 'something beyond the mere protest in them; there is an indication of something wrong that we cannot conceal from ourselves ... how is it that these letters are written at the very time when the public of Wellington has been led to believe that all was going on well?' It went on to add that the people of Wellington would not tolerate another Waitotara. It thus proposed that the Wellington Provincial Council institute a 'searching' inquiry and suggested that it 'not rest satisfied until it is clearly proved to them that the Manawatu block has been fairly and honestly acquired, with no possible chance of future trouble, and with a certainty that settlers can go and take up their abode upon it without delay, as peaceful colonists living on friendly terms with those from whom their lands have been purchased.'[1013]

[1012] 'The Manawatu block,' *Wanganui Chronicle* 18 July 1866, p.2.
[1013] *New Zealand Advertiser* 4 May 1866, cited in 'The Manawatu purchase,' *Lyttelton Times* 7 May 1866, p.3.

The *Lyttelton Times* expressed unease. 'Supposing the letters [published in the *Press*] authentic,' it opined, 'their contents are very important.' It went on to suggest that if the purchase were carried through to completion 'there seems ground for serious apprehension of the consequences.' Thus 'tame submission or recourse to war' were the alternatives Maori favoured above appeal to the law. Irrespective of the rights and wrongs involved, there was no doubt in the journal's mind that the Middle Island would refuse to fund another war over land. 'It is better to have no land bought,' it intoned, 'than to run the risk of war … we have nothing to gain by the purchase, and a great deal to lose by a conflict …' The *Lyttelton Times* thus proposed that a court should conduct an investigation of the transaction before its completion. Should the North Island wish to press on with the purchase in the face of opposition, it concluded, 'it must first separate from the South.'[1014] Evidence indicating that those who signed the protest on behalf of 11 hapu were 'not only men of no consideration, and very little property, but even contemptible among their own friends as persons of little intellect' did not induce it to depart from its view that should Wellington persist with the purchase it must carry the full cost.[1015]

What it feared most, claimed the *Press,* was not Featherston's success but his failure, that Featherston had been carried away in his anxiety to acquire the land and had made precisely the same mistake that he had committed over the acquisition of Waitotara, a purchase that it claimed remained 'incomplete.' The *Press* went on to observe that 'We fully believe that Dr Featherston will do all in his power to keep the peace *if he can get his own way*; but we honestly confess we know no man less likely to tolerate any interference with his plans, or who would be less scrupulous in resorting to force if he thought he was in the right.'[1016] That the exclusion of the block had left Maori without a court of appeal also heightened the risk of overt resistance, while the refusal to submit the whole case to the Native Land Court raised serious doubts that the transaction was being conducted fairly and honestly.[1017]

The *Otago Daily Times* noted the 'acclamation' with which news of the 'purchase' had been greeted in Wellington but pointed to the letters published in the *Press* which

[1014] Untitled, *Lyttelton Times* 30 April 1866, p.2.
[1015] Untitled, *Lyttelton Times* 4 May 1866, p.2.
[1016] Editorials, *Press* 27 April 1866, p.2 and 3 May 1866, p.2.
[1017] See, for example, *Press* 5 May 1866, p.2.

it chose to interpret as meaning that 'your title is not good, and we shall dispute it; we shall not let you survey it.' While uncertain of their authenticity, the *Otago Daily Times* suggested nevertheless that 'It simply will not do for the Colony to allow any land purchase, or question arising out of a land purchase, to involve it in war. The Manawatu purchase may or may not be good, but it has been made by Wellington, and the Colony cannot afford to indemnify that Province. It is certainly not a purchase free from all doubts.'[1018]

What disturbed some observers was the apparent parallel with the purchases that had led to war. In H.C. Field's letter of 7 September to General Cameron on the Waitotara purchase, the *Lyttelton Times* discerned some 'instructive parallels,' notably the same haste to conclude the purchase without investigating or examining all the probable claims. Field had observed that Featherston's:

> … anxiety to get the land, and the credit of having concluded the purchase where M'Lean had failed, led him to ignore the claims of the bulk of the owners, on the score of Kingism, and to treat with the Pa Karaka natives only, notwithstanding the fact that they were equally Kingites, and concerned in the war … In acting thus he [Featherston] was backed by some of the Wanganui natives who had small collateral interests in the land, and the upshot was that when the money paid by Dr Featherston was divided, the bulk of it, from the Waitotara natives' claims being ignored, passed into the hands of the Puitiki and other Wanganui Maoris. The final deed is signed by a totally different set of men from those whose names appear on the original agreement with Mr McLean, the names of all, the leading chiefs appended to the first deed being wholly wanted in the latter one.[1019]

'The only probable cause of war'

Undaunted by the growing tide of doubt, on 21 May 1866, when opening the Wellington Provincial Council, Featherston chose not merely to restate his long-held stance but to embellish it. He claimed that the purchase of the Rangitikei-Manawatu block had eliminated 'the only probable cause of war in this province …' He had succeeded, he claimed, in bringing all six iwi involved together at Takapu and to have

[1018] Untitled, *Otago Daily Times* 5 May 1866, p.4.
[1019] 'The Waitotara purchase,' *Lyttelton Times* 1 May 1866, p.2.

employed the opportunity to establish whether they would agree to arbitration, or to a division of the land, or to refer the dispute to the Native Land Court. 'The very announcement of these modes of arranging the matter,' he insisted, 'elicited an all but unanimous refusal to entertain any one of them, and an emphatic declaration that the only possible solution was a cession of the whole of the disputed territory to the Crown, and that if I did not then and there accept their offer, an appeal to arms would be the only remaining alternative.' Five of the iwi, he asserted, had unanimously consented to sell the block, while just a 'small section' of Ngati Raukawa was opposed. Nevertheless, he had elected to accept Ihakara's assurance that such opposition 'would not be persisted in against the wish and decision of such an overwhelming majority of the tribe.' Subsequent efforts to foment strife and discord would thus fail. The final deed of sale would 'receive the signatures of all whose consent can be deemed in the slightest degree necessary to render the purchase of the Manawatu block as complete and valid a purchase as has ever been effected from the natives.'[1020]

Featherston went on to claim that the iwi themselves had insisted that no reserves should be made lest they become 'a constant source of contention, because the whole of the land from the Rangitikei river to the Manawatu river is fighting ground, there is no part of it clear.' Once the purchase had been completed reserves would be made, their extent and precise locality being left 'entirely to my decision.' It is not entirely clear what discussions took place around the matter of reserves, and it is possible that Featherston's statement masked a concern that Maori would seek to retain large areas that they would later lease, a common practice as owners sought to offset the low prices the Crown was prepared to pay. Competition from Maori lessors might compromise his desire to maximise revenues from land sales. In any event, Featherston was already looking ahead to the proposed settlement of 800 Danish 'agricultural families' on the block and all that such an addition to the Province's population implied.[1021]

[1020] 'Wellington,' *Lyttelton Times* 26 May 1866, p.2.
[1021] 'Wellington,' *Lyttelton Times* 26 May 1866, p.2. That settlement failed to materialise. See A.H. McLintock, editor, *An encyclopaedia of New Zealand.* Wellington: Government Printer, 1966, Volume 2, pp.577-578.

Buller continued his 'indefatigable' efforts to acquire signatures to the Deed of Cession, carrying the document in 'a tin case, fastened round his shoulder, and with which he visited every Maori pah [*sic*] and abode in which were any of those claiming (either rightly or wrongly) any interest in the block.'[1022] Among the latter, it was claimed, were the 800 or so Whanganui whose signatures he secured. Buller was also accused of having children sign, and of offering bribes, and encouraging persons to sign irrespective of whether they had an interest or not including members of Ngati Rauru, Ngati Kahungunu, and Ngati Toa. Nepia Taratoa accused Buller of signing the names of many people without their consent, while Hadfield claimed that he had received a note from Ngati Raukawa informing him of threats of violence made against them by Ngati Apa, Whanganui and Ngati Kahungunu if they refused to allow the sale to proceed.[1023] Buller denied the various charges levelled against him.[1024] Nevertheless, repeated claims were made that he had set out to 'swamp' the ranks of the sellers while persuading the 'non-sellers' or dissentients' (as they were continually and pejoratively labelled) that they constituted an isolated minority that stood to lose both their interests in the block and whatever share of the purchase money to which they were entitled. Given that the purchase price had been set at £25,000, the larger the number of claimants the greater the incentive to sign the Deed of Cession. Indeed, Williams cited Akapita Te Tewe to the effect that Buller had indicated to him that 'You will not like being passed over in the distribution of the money, for the land is in Dr Featherston's hands; you had better take some money lest it all be gone, and you be missed.' To Akapita's response that his land remained in his possession, Buller affirmed that the block had been sold and that there would be no further investigation.[1025] Henare Te Herekau made similar allegations.[1026] The latter interpreted Buller's assertions as threats, and indeed Buller's suggestion that opponents might not share in the purchase monies contained the hint of a threat, but it is more likely that he was simply reiterating the stance long since adopted by Featherston.

[1022] 'Final completion of the Manawatu purchase,' *Lyttelton Times* 16 January 1867, Supplement p.2.
[1023] Noa Te Rauhihi to Hadfield 19 November 1866, in ANZ Wellington ACIH 16057 MA24/10/21. Cited in Luiten, 'Whanganui ki Porirua,' p.51.
[1024] Walter Buller, memorandum 15 November 1866, ANZ Wellington ACIH 16057 MA13/111/70a.
[1025] Williams, *Manawatu purchase,* p.25.
[1026] Williams, *Manawatu purchase,* p.25.

Divisions within Ngati Raukawa widened. On 27 July the plainly vacillating Aperahama Te Huruhru signed the Deed of Cession.[1027] That action incurred the wrath of Nepia and others and indeed they complained to the Governor that 'The assessors [of whom Aperahama Te Huruhuru was one] which you have appointed are continually speaking falsely in the ears of the seven hundred.'[1028] The implied suggestion was those in the employ of the Crown were acting as cheerleaders for the sale of Rangitikei-Manawatu. Aperahama Te Huruhuru assured Featherston that he had 'consented [to the sale] because I have seen the wrong of withholding (the land).'[1029] He offered no explanation for yet another change of heart, although the fact that he signed the Deed in the company of some of the leaders of the sellers suggests that some pressure may have been brought to bear. Such pressure had previously been brought to bear on those opposing the sale by, among others, Whanganui: the latter claimed to have persuaded Nepia to sign the Deed of Cession but to have ignored Parakaia Te Pouepa 'because the matter does not rest with him.'[1030]

Parakaia attempts to halt the sale

Those opposing the sale continued to press for the right to have their claims heard by the Native Land Court investigation.[1031] Parakaia Te Pouepa arranged to have the land he claimed surveyed in reparation for leasing to runholders as rumours flew that the violence could erupt.[1032] Still apparently keen to predict an eruption of violence, Featherston reminded the Native Minister of his earlier warnings – and thus of the alleged reasons for his intervention in 1864 – that any attempt at survey 'would inevitably lead to an inter-tribal war …'[1033] In fact, the rumours proved to have no foundation, raising the possibility that they had been concocted as an element of a deliberate campaign to impugn those opposed to the sale. Matene Te Whiwhi was

[1027] Buller, Memoranda 4 and 7 July 1866, AJHR 1866, A4, p.36.
[1028] Nepia Taratoa and others to Grey 31 July 1866, AJHR 1866, A4, p.36. The origin of the 'seven hundred' is not clear, but Thomas Williams later claimed that some 700 people of Ngati Raukawa objected to the transaction. See Williams, *Manawatu purchase*, p.24.
[1029] Aperahama Te Huruhuru to Featherston 26 July 1866, AJHR 1866, A4, p.34.
[1030] See Tamati Puna and others to Featherston 17 May 1866, AJHR 1866, A4, p.30.
[1031] Rawiri Te Whanui and others to Russell 19 July 1866, AJHR 1866, A4, p.32.
[1032] In July 1866 it was reported that Parakaia and others claimed to have had their land surveyed and indeed to have leased it to Pakeha. See 'Local and general news,' *Taranaki Herald* 4 August 1866, p.3, citing the *New Zealand Advertiser* 25 July 1866.
[1033] Featherston to Russell 23 July 1866, AJHR 1866, A4, p.33.

cited by Resident Magistrate Edwards as suggesting that 'someone has been hoaxing the Government …' Edwards at least displayed an element of judgment that had apparently eluded Featherston when he [Edwards] advised the Native Minister that 'It was not at all probable that the Ngatiraukawa would interfere with a man employed by one of their own tribe, and the Ngatiapa certainly would not, as it would probably involve them in war with the former tribe.' [1034] His conviction stood in sharp contrast with Featherston's apparent predilection for predicting war. What is of interest is that just three days after having uttered his latest predictions of violence, Featherston advised Hunia Te Hakeke that Parakaia Te Pouepa was having his claim surveyed. It is not clear what Featherston intended by proffering that information. Hunia responded by insisting that Parakaia had no claim and 'The boundaries of his forefathers are at Maungatautari, where he can do such work of his … Parakaia's work is that of a thief.' He then claimed that the matter was of no significance since 'mine and Dr Buller's work is at an end – the writing the names of the people.'[1035]

On 27 July the Supreme Court considered an application by Parakaia for an *ad interim* injunction on the ground that he (and others) had a claim by Native custom to part of the Rangitikei-Manawatu block to the sale of which they objected. Counsel for Featherston responded by noting that 'no title was proved, and the Court could not take cognisance given by Native custom unless evidence were adduced to prove it.' As Ngati Raukawa viewed matters, that was the nub of their complaint, namely, that they had been denied the opportunity to take the matter of ownership to the Native Land Court. Counsel went on to claim that 'even if the land were partly the property of plaintiffs, no irreparable damage was shown by the declaration, if the land were sold, and lastly the stopping of the sale of the block would create a very bad feeling at present between the settlers and the natives, and might even be the cause of bloodshed in the province.' The Court ruled:

> … that nothing of the nature of an irreparable injury would or could ensue, except by issue of Crown grants for the land; and suggested that on an undertaking being given that no Crown grants should be issued upon the instigation of Dr Featherston and of the defendants, the application should be dropped.[1036]

[1034] Quoted in Edwards to Russell 21 July 1866, AJHR 1866, A4, pp.33-34.
[1035] Hunia Te Hakeke and others to Featherston 1 August 1866, AJHR 1866, A15, p.11.
[1036] Editorial, *New Zealand Herald* 10 December 1866, p.4.

The *Wellington Independent* simply noted that the application was refused.[1037] The *Press* offered a fuller account. It reported that the first question the Court in fact addressed was whether it could consider the application at all since section V of the Native Rights Act 1865 required the Supreme Court to send any issue dealing with Native title to land to the Native Land Court. The difficulty for Parakaia was the Manawatu block had been exempted and thus the full implications of 'the notorious Manawatu clauses' (as the *New Zealand Herald* later termed then) were now plainly apparent.[1038] The Court in fact held that under the Native Rights Act it could not refuse to deal with the question of title if it came before the Court in the form of an action for trespass. Maori thus had a legal remedy, albeit an expensive one. That decision, claimed the *Press*, was 'the first fruit of the Native Rights Act, and the Natives have now the law open to them if they choose to apply it …'[1039]

Hadfield intervenes

Stung by the criticisms levelled at the Church of England, Archdeacon Hadfield, during August 1866, weighed into the debate. Noting that Buller had claimed to have garnered more than a thousand signatures to the deed of cession that he been 'so assiduously carrying about in all directions,' Hadfield suggested that 'Had Buller secured the signatures of the real owners, there would have been no need of all these names … A good cause,' he added, 'would not have needed all this padding.' Hadfield insisted that he did not know who the 'real owners' were and 'that until there is a fair and open investigation before a proper tribunal, it is simply presumption for anyone to attempt to determine this.' Requests on the part of those who considered themselves the owners of the greater portion of the block for such an investigation had been ignored.[1040] The *Wellington Independent* dismissed him as 'an avowed partisan of the Ngatiraukawa or of that section of them which belongs to his own immediate neighbourhood.' Otherwise it chose not to discuss the exclusion of the Manawatu from the operation of the Native Lands Act and claimed that at the Takapu

[1037] 'Supreme Court,' *Wellington Independent* 31 July 1866, p.5.
[1038] Editorial, *New Zealand Herald* 10 December 1866, p.4.
[1039] 'Wellington,' *Press* 10 August 1866, p.2.
[1040] 'Archdeacon Hadfield on the Manawatu Question,' *Wellington Independent* 9 August 1866, p.5.

meeting 'the assembled tribes' rejected a Native Land Court investigation.[1041] The available evidence indicates that the sellers opposed any referral to the Native Land Court, while those opposed to the sale favoured a formal investigation. Further, whereas in May 1866 the journal had acknowledged that Whanganui held no more than the shadow of a claim to Rangitikei-Manawatu, in August it claimed that Buller had 'simply obtained the signatures of the tribes with whom Dr Featherston negotiated terms at … Takapu …' Had Mr Buller failed to obtain their signatures, 'his work would have been unfinished, and the deed incomplete.' Buller's duty, it insisted, was 'to obtain the signatures of all six tribes, without reference to the extent or value of their respective interests.'[1042] Quite so, since they had not been determined!

The Deed 'duly executed'

As Buller made his way around the region collecting signatures to the Deed of Cession, the press regularly detailed the number who had signed and assertions emanating from the Wellington provincial Council to the effect that the sale was on the point of completion. Such announcements appear to have been intended to pressure non-sellers, the implication being that unless they signed they would forfeit a claim on the purchase monies. Towards the end of August 1866 Buller arrived back in Wellington bringing the Deed of Cession 'duly executed.' The sale had been 'practically completed,' Buller having secured some 1,400 signatures, including those of all the 'principal claimants.' Somewhat surprisingly, the *Wellington Independent* set its face against employing the term 'real owners' on the grounds that 'the title has never been duly investigated, and we do not presume to declare authoritatively in favor of either tribe, to the exclusion of the others.' It was clearly comfortable with the fact that the sale had proceeded on the basis of the *claimants* having agreed to sell.[1043] The *Advertiser* also suggested that the deed 'is now sufficiently complete, and that no future trouble need be anticipated.' Among the signatories were Aperahama Te Huruhuru whose opposition had once threatened to derail the entire transaction;

[1041] 'Archdeacon Hadfield on the Manawatu Question,' *Wellington Independent* 18 August 1866, p.5. See also 'Archdeacon Hadfield on the Manawatu Question,' *Wellington Independent* 28 August 1866, p.6.
[1042] 'Archdeacon Hadfield's letter,' *Wellington Independent* 28 August 1866, p.4.
[1043] 'Practical completion of the Manawatu purchase,' *Wellington Independent* 25 August 1866, p.4.

'Epiha, the leading chief of Ngati Huia;' and Hare Reweti Rongorongo, the nephew of the late Nepia Taratoa. Others who had joined the protest in Wellington in May 1866 had also signed.[1044] Such matters notwithstanding, all that remained, it was reported, was the distribution of the purchase monies and the purchase would be complete.

While Buller was busy collecting signatures, Parakaia Te Pouepa appears to have endeavoured to negotiate with Ngati Apa over that portion of Rangitikei-Manawatu that he claimed as his own, only to be told that Ngati Apa claimed that block in its entirety. He then arranged to have the land he claimed surveyed. In mid-September 1866, Hohepa and Horomona (both sellers) claimed that Buller had urged them, together with Ihakara, to interrupt Parakaia's survey of the block he claimed. What substance that claim had is not clear. Nepia Taratoa had also arranged to have that part of the Rangitikei-Manawatu block that he and his people claimed surveyed. Nepia (or someone purporting to be him) asserted, in a letter to the Bishop of Wellington, that at Featherston's directions, their survey pegs had been pulled out and that 'Featherston's people' came to drive us off; then they called out for the Pakeha to be shot.'[1045] Parakaia Te Pouepa was in no doubt that Ngati Apa were acting at Featherston's behest.[1046] Nepia also asserted that Ngati Apa had acted on Buller's instructions while also implicating Te Wiremu Pukapuka and Ihakara. 'Our darkness is very great about these utterances.'[1047] It seems reasonably clear that those among both Ngati Apa and Ngati Raukawa who favoured sale, anxious as they were to have the transaction completed and the purchase monies distributed, on 7 September confronted Nepia and his alleged 'Hau Hau' allies in a cooperative effort to frustrate the survey lest their opponents managed to delay proceedings.[1048] Aperahama Te Huruhuru certainly thought so.[1049] For its part, Ngati Apa wrote directly to Judge Johnston [then considering Parakaia's application], advising him that the iwi had 'thrown down the poles of Parakaia and his Hau Hau friends' and imploring him not

[1044] *New Zealand Advertiser* 24 August 1866. Cited in 'Wellington,' *Press* 31 August 1866, p.3.
[1045] Nepia Taratoa to C.J. Wellington 13 September 1866, AJHR 1866, A8, p.9.
[1046] Parakaia Te Pouepa to Grey 14 September 1866, AJHR 1866, A8, p.10. Wiremu Pukapuka also asserted that Ngati Apa were involved. See Wiremu Pukapuka to Featherston 6 September 1866, AJHR 1866, A8, p.11.
[1047] Nepia and others to Rawiri and Rota 8 September 1866, AJHR 1866, A8, p.12.
[1048] See Tamihana Wharekaka to Featherston 9 September 1866, AJHR 1866, A8, p.12. See also Mohi Mahi and others to Featherston 10 September 1866, AJHR 1866, A8, p.13.
[1049] Aperahama Te Huruhuru to Featherston 10 September 1866, AJHR 1866, A8, p.13.

to listen to them.[1050] They were rebuked for that attempted intervention. For his part, Featherston denied the charges, while carefully noting that Nepia had signed the Deed of Cession in his presence.[1051] For some reason Nepia appears to have undergone a sudden change of heart.[1052] In fact, he assured Hadfield that he had not changed his stance, a claim that the *Wellington Independent* rejected outright.[1053]

Concurrently, Featherston claimed that Parakaia stood alone in his opposition to the sale and that he alone was obstructing the Province's progress. It was a transparent attempt to isolate and belittle his opponent and to erode his political credibility. Those public claims incensed many in Ngati Raukawa and a further series of letters directed at Grey, the Native Office and the public followed. Te Wiriti Te Rui and ten others made it plain to Grey that they would not allow the sale of the block, noting that 'Parakaia is holding back his own piece, we are holding back our own land, the whole of Ngati Raukawa are holding back each their own particular piece of land. Parakaia is the voice … of all the people who are opposed to the sale of Rangitikei. The persons holding back Rangitikei would number five hundred …'[1054] Wiriharai and 129 others similarly informed Grey that they rejected Featherston's claim that Parakaia Te Pouepa stood alone in his opposition to the transaction.[1055] Rawiri Te Whanui and 19 others claimed that 'The whole people are holding it back, and Parakaia speaks what the whole people feel.'[1056] Roera Rangiheua and 30 others informed the Native Office that they rejected Featherston's assertion, at the same time offering some bitter criticism of Buller and his 'delusive words … The tattooed skin of Mr Buller is the skin of a pakeha, but his heart and actions are those of a wild man from the mountains … Parakaia is a voice from the hapus … of Ngatiraukawa who hold back Rangitikei. Our land will not be permitted to be sold … We will hold fast to our lands, and neither the machinations nor temptations of Mr Buller will be able to

[1050] Te Ratana Ngahina and others to Judge Johnston 10 September 1866, AJHR 1866, A8, p.14.
[1051] Featherston, Memorandum for Stafford 18 September 1866, AJHR 1866, A8, p.10.
[1052] Wiremu Pukapuka to Featherston 6 September 1866, AJHR 1866, A8, p.11.
[1053] 'Archdeacon Hadfield and the *Independent*,' *Wellington Independent* 6 September 1866, p.5. See also 'Did Nepia Taratoa sign the Manawatu deed?' *Wellington Independent* 2 October 1866, p.5.
[1054] Te Wiriti Te Rui and ten others to Grey 8 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[1055] Wiriharai and 129 others to Grey 8 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[1056] Rawiri Te Whanui and 19 others to *Wellington Independent* (?) 8 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.

loose it.'[1057] Hemara Ahitara and 14 others advised Grey that Parakaia was not alone, while criticising Buller for his 'falsehood' and 'telling lies,' and insisting that they would not allow their land to be bought by Dr Featherston or obtained by 'the wheedling or artifices of Mr Buller.'[1058] Towards the end of October 1866, Hoani Meihana Te Rangiotu advised Featherston that 'The matter is not yet settled … There are many people and many chiefs on the Oroua side who are still opposed to the sale. There are many also on the side towards Manawatu – Parakaia and his party.' He estimated the number opposed at 100. 'Perhaps,' he added, 'if there is an investigation hereafter, then certain portions of this land may be considered sold.'[1059] It is not clear quite what sort of 'investigation' he envisaged.

Of considerable interest is a letter that first appeared in the *New Zealand Advertiser* but which was later published, with a 'better' translation, by the *New Zealand Herald*. The 24 signatories asserted that:

> … a great many letters have been sent to the Governor, to the Assemblies, to the Native Ministers. The names of the men who refuse to sell, written in letters with the names all in order, are never published by the Provincial Government of Wellington. They are still concealed; so then the men go in person to the Governor. First went 35 men on the 9th May, 1866 to see Dr Featherston, and to tell him the names of the men, and their intentions to withhold the land. On the second occasion fourteen men went to the Assembly, and to Dr Featherston also, to declare the names of the men who withhold the land, and their intentions. They ask Mr McLean and Dr Featherston to give them a surveyor, that a survey might be completed, and that it might be clear who was for selling. He refused, on the ground that it would cause trouble. The lawyer agreed to our request – a surveyor was sent. Dr Featherston hastened to pull up the pegs: you have heard of that. He has denied his bad deed. That protest of ours was made on the 18th August 1866. This is our third time of coming. Our story has been told to Mr Izard, the lawyer, and Nepia has declared to him that he never wrote his name [on the Deed of Cession]. We have stated to Mr Richmond (the Native Minister) our objections to the sale, and our complaints against the tribes on the other side of the river, whom Dr Featherston choses to take as his supporters. This kind of law is bad. If you, the friends of Governor Grey, support those strange tribes,

[1057] Roera Rangiheua and 30 others to Native Office 8 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[1058] Hemara Ahitara and 14 others to Grey 12 October 1866, ANZ Wellington ACIH 16046 MA13/115/73a.
[1059] Hoani Meihana Te Rangiotu to Featherston 22 October 1866, ANZ Wellington, ACIH 16046 MA13/110/69b Part 1.

> we shall swim over to the sea to our Queen. … Each of us signs for a division of a tribe who refuse to sell the land.[1060]

That same month, October 1866, Parakaia Te Pouepa applied to the Court of Appeal for an injunction to prevent the sale of 11,800 acres of the Rangitikei-Manawatu block, counsel noting that 'The natives claimed the land as theirs, and it was only possible to disprove their right by reference to the Native Land Court' The *Evening Post* simply reported that the Court decided that, while anxious to assist the applicants, it could not deal with the matter until it had been heard first by the Supreme Court.[1061] The *Wellington Independent* recorded Mr Justice Richmond as suggesting that 'an action for ejection could be brought on possession being taken …'[1062]

Ngati Raukawa meets Native Minister Richmond

Frustrated by what they perceived to be a lack of official response to their representations, prompted in part by the Supreme Court's rejection of Parakaia's application and in part by Featherston's announcement that the purchase monies would be paid over at Parewanui on 5 December 1866, Ngati Raukawa approached Native Minister Richmond directly, meeting him over two days, 24-25 October 1866. Parakaia, who led a delegation of some 20, made it clear to Richmond that some sections of Ngati Raukawa were opposed to the sale, and that they could define their lands 'and they have been surveyed by us.'[1063] He acknowledged that 'there is no land that all tribes allow can be specifically allotted to any one tribe or section of a tribe; that some of Ngati Apa claimed the section that belonged to him and his people and indeed had been allowed to share in the rents.' Nevertheless, Ngati Raukawa recognised the claims of only seven of Ngati Apa (including one of Rangitane) to the

[1060] Editorial, *New Zealand Herald* 10 December 1866, p.4. The names were listed as 'Parakaia Te Pouepa, Rawiri Te Whanui, Henare Herekau, Akapita Te Tewe, Nepia Taratoa, Hare Hemi Taharape, Takana Te Kawa, Karahana Tauranga, Reweti Te Kohu, Henare Te Taepa, Naera Te Hou, Miritana Te Rangi, Hoeta Te Kauhui, Paranihi Te Tau, Katene Ngawhanga, Kooro Te One, Erina Kooro, Arama Te Umu, Pumipi Te Kaka, Pitihira Te Kuru, Roera Rangiheuea, Nirai Taraotea, Korini Kemara Ahitara, and Rota Te Tahiwi.'
[1061] 'Court of Appeal,' *Evening Post* 15 October 1866, p.2.
[1062] 'Court of Appeal,' *Wellington Independent* 16 October 1866, p.5.
[1063] Extensive notes were kept of these discussions and this section draws upon them. See Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.

block that he had had surveyed. While four of Ngati Raukawa whose claims to the block were also admitted, 60 of the real owners of what would become the Himatangi block, he concluded, remained opposed. Henare Te Herekau, after lamenting the lack of response to their repeated representations, then asked that the purchase monies not be paid and asked Richmond 'Is this the custom in English law that men having no claims should sell the lands of those who have?' He made clear his wish to have the matter investigated by the Native Land Court. Richmond indicated payment would be made if the Governor were satisfied over the matter of ownership, that Featherston and Buller were required to identify the owners, and that 'if their report is not satisfactory further enquiry will be made.'[1064]

The discussions resumed the next day, 25 October 1866, when Henare Te Herekau expressed a wish to see excised from the Deed of Cession all those who did not have an interest in the land, and to have that done before 'trouble actually arises …' Interestingly, he asserted that they were trying to hold back the land in accordance with English law rather than Maori custom. Rawiri Te Whanui assured Richmond that they sought only to 'hold a small part of this particular block [that] lies between blocks rightfully sold to the Queen', adding that 'we don't admit the claims of those who have signed, namely Ngatitoa, Rangitane, Whanganui, Muaupoko, Ngati Kahungunu, and Ngatiapa the land of the Ngatiapa is on the other side of the Rangitikei River. Is it according to law that they should sell our land?' He also objected to 'pay first and investigate title afterwards.' Akapita reminded Richmond that 'The white man made Ngatiapa & Rangitane free, so we allowed them to receive the money for the blocks sold by them with our consent.' Ihakara labelled the sale 'a plundering because the claimants don't agree to the sale …' while Nepia Taratoa claimed that many of the signatories had neither claim to or interest in the block, and that 'we and 500 who remain behind are strenuously opposed to this sale, I say this because land all round is sold & if this is sold we shall have no land to live on.'[1065]

Thus was set out simply and eloquently the apprehensions of those opposed to the sale, namely, that Featherston was claiming to have acquired the Rangitikei-

[1064] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[1065] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.

Manawatu block in its entirety, that the payment of the purchase monies would bring to an end any hope they had of preserving the ownership of those portions that they claimed as their own, that payment would effectively deny the iwi any opportunity to secure an impartial hearing of their claims and to pursue any redress necessary, that they would be left practically landless, and that their claims were being swamped by persons without interests in the block.

Richmond's response was careful but not unsympathetic. First, he asserted that the exclusion clause in the Native Land Act was on account of 'the difficulty of dividing the land.' The notion that money was more easily divisible than land elicited a rejoinder from Henare Te Herekau. 'Suppose,' he said, 'a dog chained up snarls and the passer by beats him, he does wrong. Those who determine to sell are in the position of the dog, but I would [not?] go and beat the dog lest I be ashamed (we are the stronger and would not attack the weaker) the other tribes were all enslaved by and subservient to us.' Second, Richmond insisted that the Supreme Court could not act on Parakaia's application since no one had taken possession of the land.' Henare Te Herekau also responded to that claim by saying that:

> … we don't know what to do in that case if we leave the money to be paid we don't know what land will be given back to us, there are 500 of us (Ngatiraukawa) who will not go to the meeting on December 5th … we don't understand this buying [of] land before the title is investigated … If we wait until after the sale Europeans will say it is too late now why did you not speak before … We shall have much trouble and no satisfaction. What Maori would now sell his pig without having it weighed … let the land go to the court and the claims be weighed.

Third, Richmond was anxious to assure them that he had not intended to suggest that they wait 'till wrong is done,' or that 'the Government would not attend to them now.' Rather, he assured them, the Government would consider the whole matter carefully before any payment was made, and that 'they had hoped from what [they] had heard it was in course of being settled …' He went on to suggest that it was not a case of one dog but 'was now one of three dogs, & they were loose going to fight over a bone,' and that Featherston had set out to prevent their quarrelling. 'The Ngatiraukawa say,' he added, 'in 1824 Rauparaha drove out Ngatiapa & Rangitane and so by Maori custom the land belongs to us, yes, but when Dr Featherston went down Ngatiapa had

got strong friends and in fact Maori custom might soon have changed the ownership of the land again.' Featherston had concluded, Richmond added, that the land could not be divided.

Finally, Richmond assured those present, the Government:

> … only wish to see an amicable settlement, they tell all claimants in a case like this where there has been so much quarrelling, that no one can say exactly what is right & concessions must be made on all sides. The Government cannot tell the value of respective claims but they might be assured that the number of names put down which might determine this the Govt would do its best to see that they had fair play and that if the Govt made a mistake there was still a court of law over all. Whatever happened, it must be remembered that the Govt was not against any tribe or section, it was one part of the Maoris against another, and the difficulty would come only if they tried to settle things by bad customs of guns & tomahawks.[1066]

Nepia Taratoa took the opportunity to set forth a key element of the dissentients' narrative. With respect to Richmond's claim that Featherston had been sent to find some means of pacifying the tribes, he asserted that:

> … for a long time past we ourselves made peace when there was trouble, but when you & the Super[td] came you brought trouble. Dr Featherston said he came to arrange matters, instead of which he oppressed us, so we come to you if you don't help us we shall go to the Queen.[1067]

In short, had those involved in the dispute over rents been left to resolve matters, the dispute would have been settled peacefully. The Crown's intervention had not only prevented such a settlement but resulted in the 'oppression' of Ngati Raukawa. The conviction that they had been 'oppressed,' that is denied recourse to the courts, would come to inform and permeate the response of those opposed not only to the transaction itself but to Featherston's conduct of it. On the other hand, Nepia welcomed Richmond's assurance that their claim to Rangitikei-Manawatu would not be affected by the 'numbers without interest' who had signed the Deed of Cession, and then claimed that Buller had signed the Deed of Cession for him, adding that

[1066] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b.
[1067] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b. Another copy of this record can be found in ANZ Wellington ACIH 16046 MA13/115/73a.

'This is the way he has got many signatures …'[1068] He also claimed that Buller offered him the position of assessor, together with some powder and a cask of beer. Other members of the delegation similarly criticised Buller's conduct.[1069]

Although apparently satisfied with Richmond's assurances, the 'dissentients' set out to make their opposition known in other ways. In an affidavit dated 1 November 1866, 154 persons attested that:

> 1. That we are Maoris living on the Manawatu Block and are each entitled to a grant of the said block.
> 2.That we have not concurred in this sale of the said block to Featherston and have strenuously opposed the sale to him.
> 3. That we are still insisting on our right that our portions of the said Block should not be sold without our consent.
> 4. That to our knowledge there is a very large number of other Maoris entitled to portions of the said Block who also oppose the said sale.

A copy was forwarded to Richmond.[1070] In a letter to the *New Zealand Advertiser* and dated 3 December 1866, Rawiri Te Whanui claimed that in addition to the 154, others were submitting representations through local Justice of the Peace T.U. Cook 'so that the Government may conceal them, as the 154 have already been buried in oblivion.' He went on to indicate that 'We shall not be present at the meeting of Dr Featherston. If he should pay … his money what is that to us or anyone else? But we shall withhold our land, and we shall continue to demand from the Courts to investigate of [*sic*] our land.'[1071]

[1068] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70b. Knowles later reported that he had been present at a meeting between Buller and Nepia some two months previously. The proceedings had been conducted in Te Reo but he 'did not more particularly understand' that Rangitikei-Manawatu had been the subject of the discussions. He did see Nepia sign 'the Maori parchment deed of sale,' but he made no reference to money. See Knowles, Memorandum 13 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.

[1069] Notes of a conversation between Maori and Richmond 24-25 October 1866, ANZ Wellington ACIH 16046 MA13/111/70c. The file contains a statement dated 26 October 1866 prepared by Parakaia Te Pouepa: its purpose is not clear but he reiterated the overarching Ngati Raukawa narrative dealing with the pre-annexation invasion, conquest, efforts to exterminate Ngati Apa, Rangitane, and Muaupoko, the division of the land, and the importance of the advent of Christianity in their decision to look upon the 'enslaved' tribes 'in the light of men.'

[1070] Editorial, *New Zealand Herald* 10 December 1866, p.4.

[1071] Reprinted in 'The South,' *New Zealand Herald* 13 December 1866, p.4.

The *Wellington Independent* expressed outrage over the 'oath' that had been 'manufactured at Otaki.' The claim made by those signing the affidavit that they had never consented to the sale was rejected as an 'outrageous case of wilful and corrupt perjury …' Without disclosing its sources, it suggested that only some 20 of those signing resided permanently on the block, that several had signed the deed of cession and others the memorandum of agreement for sale and purchase, yet others had promised to sign the deed, still others were women, while:

> … upwards of a hundred of the protestors are in no way interested in the Manawatu block. They have never received any share of the rents accruing from the block – they have never exercised any acts of ownership of the block – they have never been recognised by the resident Ngatiraukawa tribe as *bona fide* claimants – they never, in fact, presumed to advance any claim to the block till the terms of sale had been settled and the Deed of Purchase signed by the real claimants [emphasis added].[1072]

Buller shifts his ground

Early in November 1866, Buller set out for Featherston some views on the opposition to the transaction: they are of considerable interest for they suggest that Buller was 're-shaping' his version of events. The majority of those who had signed the letters of protest, he claimed, were 'residents of Otaki:' they had, he claimed, never resided on the land, they had never exercised acts of ownership, they had never been recognised as landlords of Pakeha runholders 'who for many years passed have occupied the Block as tenants at will,' and they had never, 'so far as I am aware,' received any part of the rent monies or asserted any claim to them. The sellers, on the other hand, consisted of the resident Ngati Raukawa, 'that section of the tribe which has (jointly with Ngatiapa and Rangitane) occupied the land for years …' and among other things leased land to squatters 'and protected them in their illegal occupation in spite of the Government.' That was a novel and rather startling claim, not least since Featherston's intervention had pivoted (by Buller's later admission) on his ability to force their eviction. He acknowledged that Ngati Apa did try to seize the whole block, but that it had been a section of Ngati Raukawa who threatened a violent response

[1072] 'General summary,' *Wellington Independent* 15 November 1866, p.6.

'without even consulting the non-resident Otaki claimants,' who had agreed to refer the dispute to 'a court of arbitration,' but who then decided to sell the land to the Crown 'as the only possible means of terminating the tribal feud.'[1073]

Buller then sought to justify his efforts to secure the signatures of 'remote claimants' to the Deed of Cession. In the early part of the dispute, he recorded, Whanganui had attempted to mediate but had been 'rudely ordered' home by Ngati Apa, while Ihakara treated the Tamihana Te Rauparaha and other Otaki residents with 'scant courtesy …' Not until the terms of sale had been agreed and the Deed of Cession signed was any attempt made to secure the acquiescence of 'the remote claimants.' He noted that some 500 to 600 of Whanganui had signed: had they refused or attempted to invalidate the sale, he added, 'their pretensions would have been ridiculed by Ngatiapa – while no protest from Whanganui would have had any weight with the Government…' Those assertions sat oddly with his efforts to acquire the signatures of as many as possible of Whanganui. He went on to suggest that 'the protest of a body of Otaki and Porotawhao [*sic*] natives who have never been allowed by the actual occupants any voice in the management or disposal of the land is not deserving of more attention.'[1074] Buller was clearly anxious to separate 'resident' from 'non-resident' Ngati Raukawa and to identify the former as non-sellers and the latter as sellers. He offered no comment on the reasons for securing the signatures of non-resident Whanganui or, of that matter, non-resident Ngati Apa.

Two days later, in a memorandum, dated Wellington 7 November 1866, Buller described the Otaki affidavit as 'wholly false and deceptive.' With the assistance of Hoani Meihana Te Rangiotu and Tapa Te Whata, he reported that of the 151 signatories, two (including Nepia Taratoa) had signed the Deed of Cession prior to the date of the declaration; two others had signed the memorandum of agreement affirming the sale of the block; while another three had agreed to sign when at Parewanui; only 16 were *bona fide* residents of the block, including three women and one little girl; while 111 were described as residents of Ohau, Poroutawhao, Waikawa, and Otaki. It is clear from notes on the memoranda that the General Government was uncertain over the validity or strength of Buller's claims. Thus

[1073] Buller to Featherston 5 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.
[1074] Buller to Featherston 5 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.

Rolleston, in a note dated 12 November, recorded that Te Kooro Te One had denied making any promise to sign.[1075] Richmond was not so sure that Buller was correct in his appraisal. In a note on Buller's memorandum of 5 November (and dated, it appears, 11 November) he recorded that Buller's explanation, if substantiated, was 'on the whole satisfactory,' and that the claims of those who had not resided on or exercised acts of ownership 'could not as a rule be allowed to interfere or prevent a sale …' On the other hand, he noted that 'such claims have been … habitually admitted in other cases to some extent and the leading idea in a purchase – that of satisfying the reasonable demands of all require similar provision in the present instance for the non-resident Ngati Raukawa.'[1076] The protests were clearly creating misgivings and apprehension.

The General Government's 'position and purposes'

That same day, 11 November, Richmond set out in advance of the Parewanui hui and 'in the clearest possible way' the Government's 'position and purposes …' He reminded Featherston of the Native Minister's letter of 4 May 1866 in which the Government had set out the 'general principles' to be observed with respect to land purchases. Specifically, he requested a report that would show (a) numbers of the tribes 'claiming in chief' by hapu and distinguishing resident from non-resident hapu; (b) the numbers assenting to sale and opposing to sale by hapu; (c) the numbers of secondary and remoter claimants together with a general estimate of the nature and degree of their claims; (d) details of 'the proportion in which the hapu interested in chief in the present transaction have participated in the proceeds of former sales of land claimed by the same tribes or any of them and the reasons so far as can be ascertained of the arrangement agreed on in those cases;' (e) details of the mode and proportion in respect of the distribution of the purchase monies 'and of the agency proposed for such distribution;' and (f) a clear definition of the reserves for the dissentients, at least in terms of area and general position 'as shall leave no doubt that the rights of the dissentients have been carefully guarded on the part of the colony.'

[1075] Buller, Memorandum, 7 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.
[1076] Another copy of this memorandum can be found in ANZ Wellington ACIH 16046 MA13/115/73a.

Such information, he advised Featherston, was required before the Governor 'will be advised to treat the sale as ripe for completion …' He concluded by reminding Featherston of the 'peculiar position' in which the Manawatu lands stood and thus the need for 'a more exact mode of dealing in this case than has in former purchases sometimes prevailed,' a need given added point by the repeated protests over the transaction, some of which protests 'reflect in terms of much irritation on Mr Buller …' The present, he suggested, was one of 'revived excitement throughout the Maori population and it is essential on that account that every detail of these important transactions should be unassailable in itself and recorded in the fullest manner …'[1077]

The file contains a memorandum over the name of Puckey: dated 13 November, it appears to have been prepared in order to provide Richmond with an independent assessment of the state of the purchase. Puckey's source appears to have been, primarily, Te Kooro Te One. He gave the number of Ngati Raukawa opposed to the sale as 392 or 28.6 percent of the iwi's total estimated population of 1,369 in 1870. Puckey also classified the 151 signatories to the Otaki affidavit as 58 resident within the block, and 93 resident without the block.[1078]

An 'absolute' sale and purchase

In mid-November 1866, Aperahama Te Huruhuru advised Featherston that Rangitikei-Manawatu 'does not belong to the majority of the Ngatiraukawa tribe. There are only a few to whom this Rangitikei land belongs. I alone am the man … to whom this land belongs. Now then, be strong, be strong. Pay my money and do not withhold it.'[1079] It was unlikely that Featherston needed any encouragement, but Aperahama Te Huruhuru's letter suggested some anxiety on the part of the sellers. Featherston continued his preparations for the Parewanui hui scheduled to commence on 5 December. His objective was clear: to present the sale and purchase as 'absolute'

[1077] Richmond to Featherston 11 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1078] Memorandum by Puckey 13 November 1866, ANZ Wellington ACIH 16046 MA13/110/70c.
[1079] Aperahama Te Huruhuru to Featherston 14 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.

and ‘complete’ and thus to persuade the dissentients to relinquish their claims lest they lose both their land and their share of the purchase monies.

In mid-November 1866 Featherston finally furnished Richmond with a report on the transaction. He rehearsed his familiar claim that acquisition by the Crown had constituted ‘the only possible means of settling their conflicting claims.’ He went on to minimise the opposition, suggesting that there were ‘only about fifty bona fide Ngatiraukawa claimants whose signatures can be considered in any way essential to the satisfactory conclusion of the Deed of Purchase.’ Of that number, some had promised to sign at Parewanui in December, adding that ‘… in fact the majority of them have tacitly agreed to the sale, and I have not the smallest doubt that when the plan of distribution [of the purchase monies] has been finally arranged, they will readily attach their names to the Deed of Cession.’ The only chief of ‘any note’ among them, Te Kooro Te One, had affirmed his intention to sign. He also claimed ‘the vast majority of the non-resident claimants have agreed to the sale,’ but then added that:

> … I consider the 600 signatures of the remote Wanganui claimants as little necessary to the completion of the Deed of Title as I do those of non-resident Ngatiraukawa, a large number of whom have refused to sign and are now protesting against the sale. They have never resided on the block, nor have they exercised such acts of ownership as would justify this claim; and the fact of their signing the Deed would, I apprehend, simply entitle them to a present from the bona fide sellers when the money comes to be distributed.[1080]

The message was clear: the opposition was minor, most of those who mattered had or would sign the Deed of Cession, and that successful conclusion entailed adhering to the established course.

As for the distribution of the purchase monies, in all likelihood, he reported, £10,000 would be allocated to Ngati Apa (and Whanganui and Ngati Te Upokoiri, and ‘a small hapu’ of Ngati Kahungunu), £10,000 for Ngati Raukawa (and Ngati Toa and non-resident Ngati Raukawa), and £5,000 for Rangitane (including some 75 Muaupoko and a small hapu of Ngati Kahungunu). Featherston set out in some detail the

[1080] Featherston to Richmond 14 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.

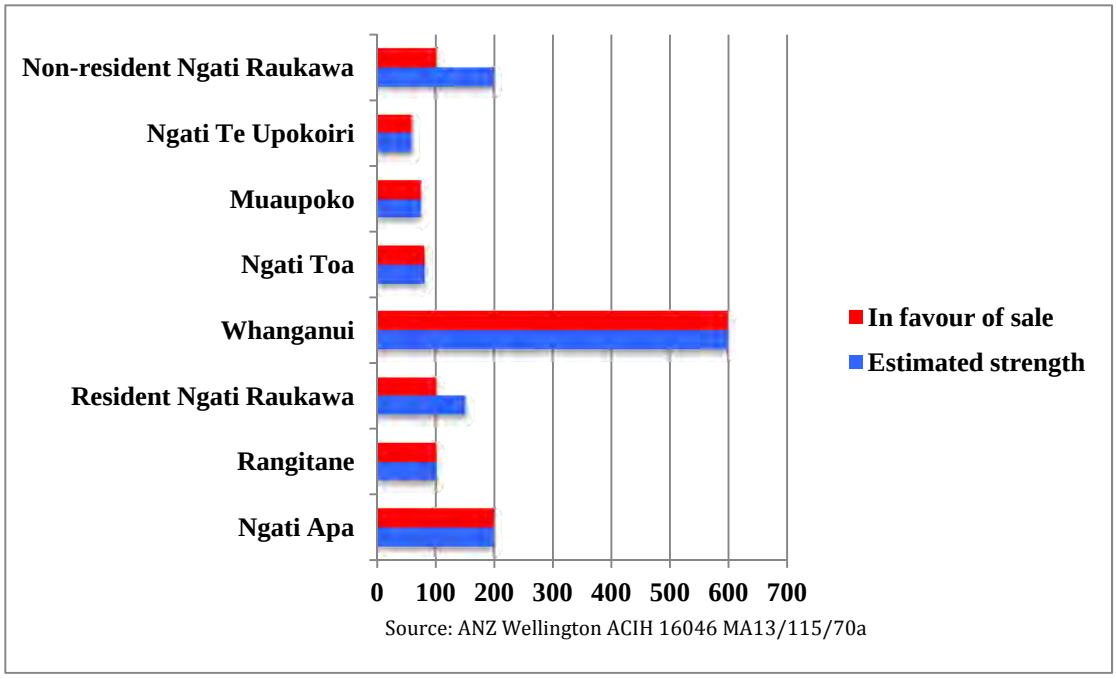
procedure he intended to follow at Parewanui, citing in support the manner in which McLean and he had completed the purchase of the Te Ahuaturanga and Waitotara. His reference to Waitotara suggested that he had ignored or simply shrugged off the heavy criticism that had been levelled at him over that transaction. Featherston went on to insist that the Rangitikei-Manawatu transaction was of 'an exceptional character,' probably with unconscious irony and certainly without elaboration. He did observe that the Rangitikei-Turakina block had been sold by Ngati Apa 'with the passive concurrence' of Ngati Raukawa, suggesting that he knew a good deal more about that transaction than he was later prepared to acknowledge during his testimony before the Native Land Court in 1868. He also claimed that the purchase of Te Awahou had proceeded with the same 'passive concurrence,' but this time of Ngati Apa, while the Upper Manawatu block had been sold by Rangitane with the concurrence of both Ngati Raukawa and Ngati Apa! He went on to observe that '… the right of conquest claim now put forward by the non-resident Ngatiraukawa might have been urged with equal force in the case of the adjacent blocks to prevent their sale by the Rangitane and Ngati Apa.'[1081] His use of the term 'passive' may have been an exercise in obfuscation, intended to draw a veil over Ngati Raukawa's claims that the sale of both blocks had been conditional. The iwi's agreement to both sales could hardly be described as constituting 'passive concurrence,' an expression that, in any case, approached the contradictory. As for the letters of protest, he dismissed those as having emanated from non-resident Ngati Raukawa 'whom Mr Buller had evidently offended by refusing to entertain or recognise their preposterous claims.'[1082]

There was a second version of this report in which Featherston dealt with the matter of reserves.[1083] None, he reported, had been made and that had been done 'at the express request of the three contending tribes for the simple reason repeatedly stated by them, that "the whole block is in dispute," "every acre of it is fighting ground." It is nevertheless understood,' he added, 'that after the purchase is completed I will grant them suitable and ample reserves.' To ensure that exorbitant demands were not made, such reserves would have to be 'pretty definitely defined' before the purchase

[1081] Featherston to Richmond 14 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.
[1082] Featherston to Richmond 14 November 1866, ANZ Wellington ACIH 16046 MA13/110/69b Part 1.
[1083] Featherston to Richmond 14 November 1866, ANZ Wellington ACIH 16046 MA13/115/73a.

monies were distributed. Given the contested nature of the land and the *requirement* set out in the Deed that 'the whole block shall be surrendered to the Crown,' Featherston insisted that it had been impossible to follow the Government's direction that 'provision in the shape of reserves for dissentients among the tribes interested in chief should be as fully defined as possible.' He then claimed that any guarantee as to reserves offered to the dissentients could collapse the whole transaction and induce the sellers to repudiate their agreement to sell and 'appeal to the sword.' Quite why that would happen, he did not say. Reaching agreement with the dissentients, he concluded, would be easier after the purchase monies had been paid and the block finally ceded to the Crown: Featherston's expectation appears to have been that such an approach would leave the dissentients powerless. Finally, he predicted that unless the sale were completed and the purchase monies paid over on 5 December, Ngati Apa, backed by Whanganui, would initiate a war that would envelop all the tribes of the region. The spectre of war was a theme that had long pervaded Featherston's narrative: whether his predictions had any real substance was another matter.

Included in Featherston's report was summary of the 'Tribes claiming in chief,' and 'Remote claimants.' It included estimates of the strength of each iwi and whether or not they were in favour of sale. All, with two exceptions, were declared to be 'unanimous in favor [*sic*] of sale.' The two exceptions were the resident Ngati Raukawa (Ngati Rongo, Ngati Parewahawaha, Ngati Pikiahu, Ngati Kauwhata, Ngati Wehiwehi, and Ngati Rakau) of whom an estimated two thirds favoured sale, and non-resident Ngati Raukawa (Ngati Huia, Ngati Whakatere, and Te Mateawa) of whom about half favoured sale. The estimates (numbers) are set out in Graph 6.1. The resident Ngati Raukawa, Ngati Apa, and Rangitane were classified as 'Tribes claiming in chief,' and the remainder as 'Remote claimants.'



Graph 6.1. Featherston's November 1866 analysis of support for the sale and purchase of Rangitikei-Manawatu

Featherston followed up his report with a memorandum dated 15 November 1866 that dealt with the 'Otaki' affidavit of 1 November. Again, relying on Buller's assessment, he sought to minimise and discredit the opposition. Thus most of those who had signed did not reside on the block, thus rendering the affidavit 'utterly false and untrustworthy.' Based on information apparently supplied by Hoani Meihana Te Rangiotu and Tapa Te Whata, he indicated that of the 151 signatories no fewer than 111 were 'non resident claimants.' He went on to add that two of those who signed the affidavit had previously signed the Deed of Cession, that two others had signed the Memorandum of Agreement to sell, 'and that many of them had agreed to the sale and acquiesced in the terms thereof.' In any case, he added, he had 'every reason to believe that the majority of these dissentients will be induced to sign the Deed at the Parewanui meeting …' With respect to Te Kooro Te One's claim that 67 of the signatories were receiving rents, Featherston concluded:

> … that the system of giving presents is so general among the Maoris that the mere fact of a native receiving part of the rent money is no proof of recognised ownership, just as in the same way the remote and non-resident natives who

> don't even profess to have any claim to or interest in the block will undoubtedly receive by way of presents from the real owners a portion of the purchase money. So I have no doubt that the real lessors of the runs have been in the habit after Maori fashion of giving a portion of their rents to natives who would never dare to assert the slightest claim to participate in the rents.[1084]

Richmond: doubts, misgivings, and unease

Featherston's version of events and his analysis of the strength of the opposition hardly appear to have reassured Richmond. He set out his concerns in a long letter dated 21 November 1866.[1085] The protests, he noted, 'by a section of the acknowledged owners have awakened an anxiety which your report of 14th instant … is not calculated to set at rest.' He again raised Haultain's memorandum of 3 May 1866 (para 3) and noted that 'as yet no nominal return of acknowledged claimants' had been furnished, let alone one that distinguished them by iwi and hapu and as to 'assents and dissents.' Buller's estimate was not sufficient, he advised Featherston, to allow the Government to deal with such a large block 'and claims so antagonistic and numerous.' On the matter of reserves, Richmond suggested that Featherston's response, namely, that it was impossible to define reserves, embodied 'a principle new to the practice of the Government in land purchases.'[1086]

Richmond suggested that one third of the 'legitimate claimants' in one tribe repudiated the sale altogether, and added that:

> The Government have never yet recognised the right of a majority in a tribe to override the minority in the absolute way here implied. Whilst refusing to countenance a small section in pressing their communistic claim in mere obstruction of all dealings by the rest of the tribe, they have at all times been consistent in recognising to the fullest extent the proprietory claims of every bonâ fide owner. Nor are they prepared on the present occasion to take a different course.[1087]

[1084] Featherston, Memorandum, 15 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1085] This section draws on that letter. See Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1086] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1087] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.

Significantly, Richmond claimed that it had been 'too hastily assumed' that wholesale purchase would resolve the 'dangerous dispute …' one of the reasons that the district was excepted from the operation of the Native Lands Acts of 1862 and 1865. While accepting that some compromise was required, the Government:

> … are justified in hoping that the habit which has grown up during the present negotiations of looking on the case as one for mutual concession must have tempered the irritability of the claimants and paved the way for an arrangement which will not require so arbitrary an action on the part of the Government as your report seems to propose and they confidently ask for your best efforts in carrying such an arrangement into effect.[1088]

On the matter of payment, Richmond complained that, without consulting the Government, Featherston had 'given a pledge for the payment on a fixed day of the purchase money agreed on with the sellers,' the Government having concurrently assured those opposed that their rights would be respected and their shares of the land secured to them ...' It was now clear, he remarked, that 'a considerable section' of the proprietors will hold their land back and that three of the tribes, two unanimously and one by a majority, had refused to allow reserves or exceptions from sale. The purchase of the entire block, he added, with an undertaking to return lands to the dissentients, was simply not acceptable, not least since it would generate discontent among the sellers as those to whom the lands were returned would acquire the power to deal freely with their shares and obtain 'the advantage of an open market.' The Government was 'most unwilling' to give sellers any cause for complaint. Thus any arrangement proposed must be stated at the outset. 'Equity requires it, and no other course would be consistent with the dignity and disinterestedness which befit a government.'[1089]

He thus proposed that Featherston, with a list of acknowledged owners, 'classified as to the value of their claims,' meet the sellers and complete the purchase of their shares, making it clear that the Government would accept the shares of those who consented to sell and would make a 'liberal advance thereon.' At the same time, he was to make it clear that the Government would:

[1088] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1089] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.

> … not override the objection of bonâ fide claimants and will leave the exact determination of all claims to a future inquiry. The broad apportionment of the purchase money between the several tribes should then be formally settled subject or not to revision as may be thought prudent.[1090]

He did go on to propose an advance of say 50 percent on the value of the shares of the sellers to the appointed receivers for each tribe, the balance to be retained 'for ultimate adjustment.' Such a large advance, he suggested, 'would probably quiet the impatience of the sellers whilst the retention of a considerable balance would enable the Government carefully to revise the claims by means of a Commission acting in the manner adopted by the Native Lands Court.' Once such commission had reported, the balance would be paid or land set apart and excluded from sale for the dissentients.' Richmond went on to add that:

> The alternative thus offered would be in short – on the one hand a handsome present payment in cash for claims with reserves for occupation under Crown grants – on the other hand the retention of a fair proportion of land in case of dissent but not under Crown grant and with a vague and perhaps remote prospect of bringing it into the market when the Legislature should think fit to remove the exemption from the Native Lands Act.

Richmond acknowledged that other approaches were possible, but made it clear to Featherston that any plan depended for its success on the 'cordiality' with which it was implemented and that the Government:

> … feel that they are entitled to look to you to exert your whole influence to effect an arrangement of this character. You will, it is believed, be able to convince the sellers that this course would be fair and patriotic and conceived in the spirit they have adopted throughout. It will be easy too for you to make it apparent that the Government cannot properly go further to remove the cause of strife without entering on an arbitrary course which must excite jealousy and suspicion and which would violate principles held almost sacred among Europeans.[1091]

Finally, Richmond noted that it would remain open to the dissentients, under the Native Rights Act 1865, to take their case to the Supreme Court and through it to appeal to the Native Lands Court. In a very clear warning to Featherston, he recorded that 'The large sum of money to be raised by the Province of Wellington will

[1090] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1091] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.

therefore be risked upon the goodness of the transaction about to be completed in the judgment of the Lands Court and should the claims of Parakaia and his companions be fully recognised a considerable loss would ensue.' Further, the Government would not sanction 'any arbitrary proceeding or … any hasty measure which may be overthrown in a regular tribunal or become the pretext for further trouble and bloodshed.' Richmond indicated that he would later raise other matters that Featherston's report had left 'unsatisfied.'[1092]

Featherston appears not to have responded formally to Richmond. He later claimed to have met the Native Minister to discuss that letter when he made it clear that he dissented from the views expressed therein and that, rather than follow the suggestions offered, he had threatened that he:

> … would at once throw up the difficult mission forced [emphasis added] upon me by the Ministry of 1863 and continued to me by succeeding ministries, that while I was perfectly willing to accept the entire responsibility of bringing to a final and satisfactory issue the delicate negotiations in which I had been so long engaged I would not move a single step further in the matter unless I was left as I had hitherto been perfectly free and unfettered. I understood you to agree to these terms.[1093]

He claimed also not to have received certain of Richmond's letters, suggesting that at a critical juncture communication between the Minister and the Land Purchase Commissioner had broken down. In any case the threat appears to have had the desired effect, for Featherston proceeded with the arrangements for the Parewanui hui where he blithely ignored the Government's concerns and directions. Featherston's claim that the task of settling the original dispute had been 'forced' on him added a novel element to his narrative, one that is difficult to reconcile with his strenuous effort over a long period to secure appointment as Land Purchase Commissioner for Wellington and with the Province's long-standing desire to acquire the Manawatu lands.

[1092] Richmond to Featherston 21 November 1866, ANZ Wellington ACIH 16046 MA13/111/70c.
[1093] Featherston to Richmond 22 March 1867, ANZ Wellington ACIH 16046 MA13/111/70e.

Parakaia Te Pouepa confronts Grey

On 26 November 1866, at Grey's invitation, Parakaia met Governor Grey. During the meeting (also attended by Rawiri Te Whanui, Native Minister Richmond, E.W. Puckey, William Rolleston, and Henry Halse) Grey endeavoured to persuade Parakaia to give up his land so 'that your own pieces of land may be secure, these will then not be touched.' It is not clear quite what Grey was suggesting: were these 'pieces' reserves or were they to be Crown grants? The meeting clearly ended in an impasse, in all likelihood Grey finding it difficult to deal with Parakaia's bluntness and willingness to confront and, where necessary, contradict him. Whatever else the meeting achieved, it signified considerable anxiety on the part of the Crown, although not sufficient still, apparently, to attempt to restrain Featherston from proceeding with his plans for the hui at Parewanui. Indeed, Parakaia later recorded that rather 'foolishly' he had hoped that Grey would restrain Featherston, but that Grey, satisfied that violence would not erupt, 'forgot all about our being brought to grief by this dishonest purchasing of our land by the Government of Wellington.'[1094]

In May 1867 the *New Zealand Advertiser* published Parakaia's account of his meeting with Grey in which the latter had apparently accused Parakaia of trying to draw the Government into war. Parakaia's response had been to accuse 'Featherston's friends' in similar vein, suggesting that the offer of money for the block had induced them to utter threats of violence. According to Parakaia, Grey repeatedly pressed him to sell but, he insisted, his hapu had come to 'a fixed determination not to sell.' Parakaia claimed to have advised Grey that it was 'Featherston's duty to maintain the peace,' and, pointedly, the Governor's 'to mediate and judge.' If Parakaia is correct, then the two men exchanged insults about the sanity of the principal players. [1095] Puckey, who with Richmond, Halse, Parakaia and Rawiri Te Whanui, was at the meeting, rejected outright Parakaia's version of what transpired. Rather, he claimed, Grey had endeavoured to be conciliatory. Whether the exchanges between the two men had become mired in misunderstanding or whether one side or the other misrepresented what had transpired is now not clear.[1096]

[1094] ANZ Wellington MA 13/72B.
[1095] Copy in ANZ Wellington ACIH 16046 MA13/115/72b.
[1096] Puckey to Rolleston 10 July 1867, ANZ Wellington ACIH 16046 MA13/115/72b.

Distributing the purchase monies

On the very eve of the major hui called at Parewanui to consider the distribution of the purchase monies, Parakaia Te Pouepa, in a letter to Richmond, complained that his discussions with Grey over Rangitikei-Manawatu had been 'perverted' and that he had been reported as having consented to the sale of the block. 'Great,' he observed, 'is the inventiveness of Wellington …' He also complained that the Government was 'making light of my holding back, and thinking that I am alone.' All the non-sellers, he advised the Minister, were assembling at Otaki 'so that they might not see the money of Dr Featherston (which will be) for his friends … It appears to me that good law in New Zealand has come to an end.'[1097] For all his protestations, and despite whatever concerns it continued to harbour, the hui went ahead. Public apprehension appears to have been allayed by reports that Parakaia and his allies had 'promised not to make any further opposition.'[1098] Moreover, the public was assured, 'portions of land will in all probability be reserved' for those opposed and 'the rights of real claimants fairly considered.' [1099] Some sections of the colonial press, given Featherston's single-minded dedication to completing the purchase and despite all the warnings of possible future trouble, were less certain that the land purchase commissioner should be permitted to proceed. [1100] The *New Zealand Herald* denounced what it called 'the notorious Manawatu-Rangitikei affair' and accused the General Government, 'in pursuit of lucre,' having become 'dead to all other considerations …' The Wellington press, it claimed, had suppressed information that might have provoked calls for an inquiry into the transaction.[1101]

On 5 December 1866 some 1,500 members of Ngati Raukawa, Ngati Apa, Rangitane, Muaupoko, Whanganui, Ngati Toa, Te Ati Awa, Ngati Kahungunu, and Ngati Te Upokoiri gathered at Parewanui.[1102] Concern was promptly voiced over reports that

[1097] Parakaia Te Pouepa to Richmond 4 December 1866, ANZ Wellington ACIH 16046 MA13/111/70d.
[1098] 'Latest from Wanganui' and 'The Manawatu purchase,' *Wellington Independent* 1 December 1866, pp.4 and 5; and
[1099] 'Supplemental summary,' *Wellington Independent* 6 December 1866, p.3.
[1100] Untitled,' *Nelson Examiner* 6 December 1866, p.2.
[1101] Untitled, *New Zealand Herald* 10 December 1866, p.4.
[1102] An illustration depicting the hui appeared in the *Illustrated London News* 16 March 1867.

Ngati Apa were armed and that Ngati Raukawa were largely absent.[1103] The latter, reported the *Wanganui Times*, had repaired to Otaki in a show of passive resistance 'which of all others, is the most difficult to deal with and overcome.'[1104] Writing from Parewanui on 6 December, the *New Zealand Advertiser's* correspondent recorded that:

> The principal, if not the only real, owners of the land, the Ngatiraukawa tribe, were conspicuous by their absence. A few members were there, and they consisted of several of the principal chiefs, but they took no share in the proceedings. The absentees, in point of fact the whole body of the tribe, included many names who have been stated to have signed the deed of cession. If they have done so, it is remarkable that they should be absent at the time when they are to receive the money, such a course being in no way in accordance with Maori custom. The Ngatiraukawa have for some time back stated their intention of carefully abstaining from appearing at the meeting, and so determined are they to carry out this policy that the majority have removed to Otaki during this meeting, lest they should be tempted to accept any portion of the purchase-money…[1105]

He went on to predict that 'however much Mr Buller may attempt to ignore their claim, it is very unlikely that Dr Featherston, so well aware as he must be of its validity, will attempt to pay over so large a sum of money until some more satisfactory arrangement is arrived at.' He then added that:

> Probably, when the history of the Manawatu land purchase is written, it will be admitted that never has a Government so systematically countenanced an injustice as this attempt at forcible purchase, and never have a body of men, supposed to be on the eve of rebellion, shown more patience in peacefully asserting their own rights, than the Ngatiraukawa tribe. While … fully admitting the energy and patience exercised by Dr Featherston and Mr Buller, I assert that, from ignorance of the case and the Natives, they have themselves prevented what was wished, simply for the sake of bolstering up by means of a land fund the crumbling edifice of provincial institutions.[1106]

[1103] Editorial, *Press* 12 December 1866, p.2. According to Dilke, 'The Ngatiapa were well armed; the Ngatiraukawa had their rifles; the Wanganuis had sent for theirs.' See Charles Dilke, *Greater Britain: a record of travel in English-speaking countries during 1866 and 1867*. London: Macmillan & Co, 1868, p.357.
[1104] 'The Manawatu purchase,' *Wanganui Times.* Cited in *Lyttelton Times* 14 December 1866, p.3.
[1105] *New Zealand Advertiser* 10 December 1866, in 'The Manawatu purchase,' *Press* 12 December 1866, p.3.
[1106] *New Zealand Advertiser* 10 December 1866, in 'The Manawatu purchase,' *Press* 12 December 1866, p.3.

Featherston's much heralded arrival at Parewanui was delayed: indeed, Featherston spent an uncomfortable night on the open beach, his buggy having 'come to grief in a quicksand …' That he was not accompanied by any members of either the general or provincial legislatures was also a matter 'much marked and commented on.'[1107] When the proceedings did commence on 5 December 1866, Hunia Te Hakeke's opening gambit was to insist that the entire Rangitikei-Manawatu block belonged to Ngati Apa: on that basis he demanded payment while promising to 'consult' Featherston over the matter of distribution.[1108] But, following the practice established by McLean, Featherston insisted that before any payment was made, iwi must first arrive at an agreement over the division of the monies. Hunia reiterated his demand on the following day, 6 December, while those assembled rejected a plea made by Featherston that Ngati Apa send a delegation to Ngati Raukawa to encourage them to attend. Those attending did agree to appoint a group to discuss the matter of division: that group comprised Ngati Apa (12 persons), Ngati Raukawa (14), Rangitane (5), Ngati Toa (3), Whanganui (4), Muaupoko (3), Te Ati Awa (2), Ngati Kahungunu (2), and Ngati Te Upokoiri (2). It met on 7 December 1866 but apparently failed to reach any agreement.

Difficulties, in fact, were soon manifest, precipitated by Ngati Apa's insistence that it should receive £22,000 of which it would distribute part among Whanganui, Rangitane, Muaupoko, Ngati Upokoiri, and Ngati Kahungunu. To Ngati Raukawa and Ngati Toa would be allocated the balance of £3,000. Ngati Raukawa countered with a proposal for a 50:50 division, with Ngati Apa to settle the claims of those residing to the north of the Rangitikei River while it would settle with those residing to the south. Rangitane, on the other hand, proposed an even distribution among themselves, Ngati Apa and Ngati Raukawa. On Saturday 8 December Ngati Apa made to break off the discussions but, following intensive discussions with Featherston and Buller, decided to re-join the negotiations on the following Monday. 'The tribal division business,' lamented the *Wellington Independent's* correspondent, 'has now got to the churning stage …'[1109] Divisions among Ngati Apa saw Monday 10 December devoted largely to intensive discussions that failed to yield any result, apart, that is, from a new

[1107] 'Final completion of he Manawatu purchase,' *Lyttelton Times* 16 January 1867, p.1.
[1108] According to Dilke, a waiata composed for the occasion twice asked 'where is the money?' See Dilke, *Greater Britain*, p.355.
[1109] 'The Manawatu land purchase,' *Wellington Independent* 13 December 1866, p.3.

proposal submitted by Hunia for a division of the £25,000 into five equal lots so that Ngati Raukawa, Ngati Toa, and Te Ati Awa would receive £5,000; 'the Rangitane, Muaupoko to Wairarapa' £5,000; 'Ngati Apa and Te Pane at Rangitikei on to Ahuriri' £5,000; 'Ngati Apa at Turakina and Wanganui' £5,000; and, finally that Whanganui would also receive £5,000. Rangitane and Muaupoko found the proposal acceptable, Ngati Raukawa did not. Tapa Te Whata accused Ngati Apa of 'trifling conduct' and indicated that Ngati Kauwhata would withdraw from the negotiations.[1110]

The next day, 11 December, amid rumours of 'impending mischief,' Featherston, having described Ngati Apa's original demand for £22,000 as 'not merely a mockery but an insult to all the tribes,' proposed that Ngati Apa should receive £15,000 and settle the claims of Rangitane, Whanganui and other affiliated iwi; and that Ngati Raukawa should receive £10,000 and settle with Ngati Toa, Te Ati Awa, the dissentients, 'and the few Ngatiapa claims they had admitted …' Only a division of that order, he insisted, 'would satisfy the claims of all the tribes on fair and equitable principles.' Again Ngati Apa refused to accede, insisting that they would 'give' Ngati Toa and Ngati Raukawa not more than £5,000, proposing the termination of the negotiations, and threatening to take forcible possession of the block. [1111]

At the same time Featherston made it very clear that 'with regard to the question of reserves which they had introduced, he would distinctly tell them that although the Government would deal liberally with them he would not give them the right to one acre. He would give them no claim under the present agreement to any reserves whatever – in one word, that it should be left entirely to the good faith of the Government.'[1112] The language employed suggests that that proposal was presented as non-negotiable. In any case, it flew directly in the face of the instructions Richmond had issued. It is possible that Featherston, relying on Buller's estimate of 50 non-

[1110] On 8 December 1866, the *Wanganui Chronicle* reported that Ngati Raukawa had returned to Otaki 'with the resolution of letting things take their course – a sort of passive resistance …' *Wanganui Chronicle* 8 December 1866. Cited in 'The Manawatu land purchase. Proceedings of the meeting,' *Wellington Independent* 13 December 1866, p.3.
[1111] 'The Manawatu purchase,' *Wellington Independent* 15 December 1866, p.5. See also 'Supplemental summary *via* Panama,' *Wellington Independent* 8 January 1867, p.4; and AJHR 1866, A4, p.24.
[1112] 'The Manawatu land purchase completed,' *Wanganui Times*. Cited in *Daily Southern Cross* 18 December 1866, p.5.

sellers among Ngati Raukawa, considered the issue of little moment.[1113] The tone of his declaration suggests that he knew otherwise and that his concern was to keep to a minimum the area that would have to be set aside. Whatever the truth, those who chose not to sell were rendered entirely dependent on the good faith of the Government. So much was recognised at the time. Thus the *Daily Southern Cross* noted that:

> … we can readily imagine how much land the natives will have reserved for their use when we consider that, since 1862, Dr Featherston has succeeded in exempting the Manawatu block from the operation of all laws bearing upon the purchase or alienation of native land. Manawatu is the vineyard of Naboth over again; and the native owners may now bid farewell to their pleasant places for ever.[1114]

While Ngati Raukawa, Ngati Toa, and Whanganui accepted that proposal, Ngati Apa and Rangitane did not. Although Te Peeti Te Aweawe attacked the proposal, once Ngati Raukawa signalled acceptance the opposition mounted by Rangitane and Whanganui 'dwindled into passive assent,' leaving Hunia to continue to do battle. According to a correspondent of the *Wanganui Times*, Hunia:

> Dressed in the picturesque costume of a black and white striped Crimean shirt, and silk handkerchief of bright orange colour about his neck, he lifted up his noble crest to the clear blue sky and defied them all with a liveliness and strength of limb which must have elicited from the pakeha an admiration for the physique of 'the noble savage.' He paced backwards and forwards, now like Hercules struggling with Nubian lion; then like the same deity with the globe upon his back, and arising to the climax in the attitude of the dying gladiator. Nothing that I have ever seen appeared grander – we had in fact the histrionic display of a Roscius.[1115]

But Kawana Hunia was increasingly isolated within Ngati Apa: so much was made clear when Te Ratana Ngahina on the iwi's behalf accepted Featherston's proposal. Hunia would have none of it and directed all iwi to leave. He threatened to eject Ihakara from Tawhirihoe, and indeed the *Wanganui Times's* correspondent recorded that Ngati Apa, or at least Hunia, 'openly declared that they were prepared to try their

[1113] Gilling, '"A land of fighting and trouble,"' p.141.
[1114] Untitled, *Daily Southern Cross* 19 December 1866, p.4.
[1115] 'The Manawatu land purchase completed,' *Wanganui Times*. Cited in *Daily Southern Cross* 18 December 1866, p.5. Quintus Roscius Gallus (c.126-62BC) was a Roman actor who secured great fame and fortune and whose middle name became synonymous with the word 'actor.'

strength with the Ngatiraukawa, and that unless the purchase were immediately settled on their terms they would take forcible possession of the block and risk all ulterior consequences.' [1116]

The day's discussions ended without agreement and 'Great was the commotion that followed in the Maori camp.' Fierce debate raged through the night of 11-12 December, although not among Ngati Raukawa who apparently had accepted Featherston's proposal. Daylight found 'the excited chiefs still gesticulating and shouting', whereas 'In the Ngatiraukawa camp silence prevailed.' Hunia ordered all iwi to leave: Upper Whanganui Maori, described as 'very remote claimants,' complied, their chief, Haimona Hiroti, letting it be known that Ngati Apa could not look to them for sympathy or support. [1117] Lower Whanganui iwi, led by Hori Kingi, Mete Kingi, Te Keepa, and Tamati Puna remained. Ngati Apa's conduct left Featherston embarrassed and led him to offer an apology to Ngati Raukawa and to suggest that they should ignore 'the threats or taunts of the other tribes …' Muaupoko and Rangitane proposed to leave the next day, 13 December.[1118] Indeed, Featherston refused to meet with Ngati Apa in a demonstration of his displeasure at the iwi's action in taking down the Queen's flag, an action that had been calculated to bring the proceedings to a close: it was re-hoisted, but now Ngati Apa refused to engage with Featherston.

It was Buller who, labouring through the night of 12-13 December, finally persuaded Ngati Apa and its allies to accept Featherston's proposal, acceptance hinging on Ihakara agreeing to relinquish Tawhirihoe to Ngati Apa. [1119] On Thursday 13 December Hunia formally announced that Ngati Apa would accept Featherston's

[1116] 'The Manawatu land purchase completed,' *Wanganui Times*. Cited in *Daily Southern Cross* 18 December 1866, p.5; and 'The Manawatu land purchase,' *Press* 19 December 1866, p.2.
[1117] Haimona Hiroti played a prominent role in the 1864 Battle of Moutoa. See Richard Taylor, *The past and present of New Zealand with its prospects for the future*. London, William Macintosh, 1868, p.150; and James Cowan, *The New Zealand Wars: a history of the Maori campaigns and the pioneering period: Volume II: the Hauhau Wars, 1864-1872*. Wellington: W.A.G. Skinner, 1922-1923, Chapter 3. The departure of some iwi also reflected the fact that provisions were beginning to run low. See 'Final completion of the Manawatu purchase,' *Lyttelton Times* 16 January 1867, Supplement, p.1.
[1118] 'The Manawatu purchase,' *Wellington Independent* 15 December 1866, p.5.
[1119] Tawhirihoe was where the body of one of Hunia's ancestors had apparently drifted ashore and been consumed by Ngati Raukawa. As Galbreath noted, Hunia had secured all he sought – the largest share of the payment, the humbling of Ngati Raukawa, and the restoration of Ngati Apa's mana. See Galbreath, *Walter Buller*, p.70. It is worthwhile noting here that according to Charles Dilkes, Hunia's hatred of Ngati Raukawa was said to have arisen out of his mother's enslavement by Ngati Raukawa for many years. See Charles Dilke, *Greater Britain***,** pp.306-307.

proposal 'and pledged himself to see a fair and equitable division of the money among the several associated tribes.' For Ngati Raukawa, Ihakara and Aperahama Te Huruhuru undertook to 'make ample provision for the few dissentients of their tribe who had refused to sign the deed, and would, if necessary, hand their allotted shares over to His Honor for safe custody.' Tamihana Te Rauparaha was recorded as insisting that there would be no further opposition from Parakaia Te Pouepa and his colleagues.[1120] Featherston and Buller, accompanied by Hunia, Aperahama Tipae, Ihakara, and Aperahama Te Huruhuru repaired to the 'Missionary's Cottage' to fetch the Deed of Cession. Featherston signed, attested by Howard Kennard, Charles Dilke, S.E. Hillingsworth, and Buller. Some 20 Maori who had not previously signed the Deed did so. A correspondent of the *Lyttelton Times* noted that:

> I could not help noticing that a feeling closely akin to coolness existed among the Maoris, who did not seem inclined to give up their land with a good grace, and an impression was raised in my mind that they parted with the block with a bad grace, as if they were compelled to do so because they really wanted the money, and not from any wish to clear off the block, for the benefit of the pakeha.'[1121]

Of the purchase monies, £6,000 in gold and the balance in bank notes, were distributed on Saturday 15 December 1866 during a ceremony held in the 'great Runanga House,' but not before Featherston paid particular tribute to Hunia Te Hakeke for his contribution to the outcome and for having abided by his pledge to maintain the peace.[1122] He thus presented Hunia with a signet ring as a symbol of the newly established 'firm and lasting friendship' between Ngati Apa and Ngati Raukawa.[1123] The views of the latter were not recorded. Those assembled proclaimed 'their determination to assist the Queen's Government, if called upon to do so, in any part of the island where their services might be required.'[1124]

[1120] 'Final completion of the Manawatu purchase,' *Lyttelton Times* 24 December 1866, p.3.
[1121] 'Final completion of the Manawatu purchase, *Lyttelton Times* 16 January 1867, Supplement p.1.
[1122] In 1871 Judge Rogan recorded that 'The Manawatu purchase was, as a Maori at Otaki related it to me, the climax of all land purchases, when it is said that Mr Buller and Dr Featherston drove in a dog-cart to Rangitikei, spilled £25,000 to be scrambled for, and left the settlement.' See Rogan to Fenton 26 June 1871, AJHR 1871, A2A, p.13.
[1123] 'The Manawatu purchase,' *Wellington Independent* 13 December 1866, p.2 and 'The Manawatu purchase. Proceedings at the meeting,' *Wellington Independent* 13 December 1866, p.3. See also 'Final completion of the Manawatu purchase,' *Lyttelton Times* 24 December 1866, p.3.
[1124] 'The Manawatu land purchase,' *Evening Post* 19 December 1866, p.2.

Ngati Raukawa and Ngati Toa, meeting at Maramaihoea on 17 December agreed, with some reluctance, to set apart £2,500 of the £10,000 awarded for the non-sellers. On 19 December some 300 – and not Buller's 50 – had met at Otaki: they included Matene Te Whiwhi, Nepia, Parakaia, Tohutohu, Wiriarai, and Wi Hapu. They decided to embark upon a campaign of passive resistance that involved withholding their lands from the sale block, obstructing the survey, and holding possession peaceably. Resident Magistrate Edwards thus reported to the Native Minister that 'Hauhau Kingite & Queenite being Anti Sellers have determined to combine to prevent the sale of their portions of the Rangitikei land.'[1125] Featherston met the non-sellers (and others) at Parewanui on 21 December: it was at that meeting that Nepia indicated that he would not accept any payment but that he was prepared to accept the back-rents of some £3,000.[1126]

Thus it was that the *Wellington Independent* recorded that the division of the monies had been effected entirely by Maori 'and according to Maori rule,' and insisted that the non-sellers had been liberally treated. The journal's 'special correspondent,' writing from Rangitikei on 20 December 1866, acknowledged that 'Parakaia and a large number of Otaki claimants have been, and still are opposing the Rangitikei sale.' He went on to suggest that Ngati Raukawa generally regarded their claims 'as remote and uncertain. Parakaia and his immediate clan (very few in number) have actually resided on the block, but the bulk of the Otaki claimants rest their claims on purely abstract grounds.' Nevertheless, and acting in accord with Featherston's or Buller's suggestion, the sellers had 'behaved with the utmost liberality towards the dissentients' by setting apart fully a quarter of Ngati Raukawa's share of the purchase monies. He also added that 'My own idea is that you will have nothing more of Maori opposition to the sale … You may … consider this great Manawatu purchase *un fait accompli*.'[1127] Such were the lines pursued by the *Wellington Independent.*

The *New Zealand Advertiser's* correspondent who had attended the Parewanui meeting offered a sharply opposed conclusion:

[1125] Edwards to Native Minister 19 December 1866, ANZ Wellington ACIA 16195 WP3/20.
[1126] 'Notes of a Native meeting' ANZ Wellington ACIH 16046 MA 13/115/72b.
[1127] 'Subdivision of the money,' *Wellington Independent* 22 December 1866, p.5.

> … I can only inform you [he reported] that the Ngatiraukawa never assented to the purchase, but remained carefully absent, and that to a certainty they will leave no stone unturned to secure their rights in a court of law, and I think that few will deny that their case has a fair right to be heard before such a tribunal, and decoded absolutely on its merits. The dissentients themselves only ask for such a decision, and that, too, in a remarkably quiet and inoffensive manner. Our Maori policy is supposed to be to bring them under the action of English law – not to refuse them the use of it whenever it is likely to act against ourselves.[1128]

The Otaki hui 17 and 19 December 1866

Featherston later recorded that on the day that the hui at Parewanui dispersed, he and Buller travelled down to Otaki where over 70 of the dissenters signed the Deed of Cession and accepted the purchase money.[1129] If Featherston supposed that opposition to the transaction had wilted, the proceedings of two hui at Otaki on 16 and 17 December would suggest that his confidence had been misplaced. Some 300 attended those meetings: Edwards reported to Native Minister Richmond that a decision was taken to withhold from sale that portion of the Rangitikei-Manawatu block claimed by them, to prevent survey, and to hold, possession:

> … peaceably if possible, trusting to the law to protect them. If the law does not protect them, then they would lose their faith in the law and the Pakeha and there would be 'a second Waitara.' They have no intention to interfere with the sellers …but the portion claimed as their own they would not sell under any circumstances. [1130]

In Edwards's view, 'Hauhaus [Wi Hapi and his people], Kingites, and Queenites being anti-sellers, have determined to combine to prevent the completion of the sale of their portion of the Rangitikei block.'

Some confusion over exactly what had transpired at the hui followed as Featherston dismissed Edwards's summary as a misrepresentation of the proceedings. According to Featherston, Matene Te Whiwhi advised him that the hui had nothing to do with

[1128] *New Zealand Advertiser*. Cited in *Daily Southern Cross* 29 December 1866, p.4.
[1129] Featherston to Richmond 8 January 1867, ANZ Wellington ACIH 16046 MA13/111/70d.
[1130] Edwards to Richmond 17 December 1866, ANZ Wellington ACIH 16046 MA13/111/70d. See also ANZ Wellington ACIH 16046 MA13/115/73a.

the Rangitikei-Manawatu block, Wi Hapi in particular declaring that Rangitikei-Manawatu was not of concern of him and his people.[1131] A record of the proceedings made it clear that, at the hui of 19 December, Parakaia cited as his reason for 'persisting in the Rangitikei dispute is this trifling of the Government with us. I thought that this land would be carefully adjudicated upon. The rights of the Ngatiapa would then be seen and our wrong would be seen. It would then be correct for Dr Featherston to give his money to his friends. But this kind of land purchase is to startle us and find out our weakness of purpose …' In a clear indication of future strategy, he proposed that they oppose the survey: '… they should have no consideration for the chain … throw it away.' Matene Te Whiwhi was recorded as having emphasised Ngati Raukawa's commitment to peace since Te Kuititanga and as having asked 'What do our elder Pakeha brethren [Featherston] care about investigation [of Rangitikei-Manawatu], justice or man if it is land …' He proposed passive resistance to survey: Featherston's 'chain … should be taken by you in kind feeling …' Nepia Taratoa made it clear that he remained 'very dark about this affair. It was taken to Wellington to be properly settled according to the law but now I am very dark.' Akapita similarly insisted that the chain, 'must be moved over to the land of the selling party there to lodge.'[1132]

Late in December 1866, Parakaia Te Pouepa and others advised Richmond that 'Dr Featherston's money is being obtained surreptitiously by the young men of Ngatiraukawa, but it is Dr Featherston's own fault in being in such a hurry …'[1133] Heremai Te Tehi and others also informed the Government that Featherston was

[1131] Matene Te Whiwhi to Featherston 27 December 1866, ANZ Wellington ACIH 16046 MA13/111/70d.
[1132] Notes of a hui held at Otaki 19 December 1866, ANZ Wellington ACIH 16046 MA13/111/70d. Edwards took particular exception to the Land Purchase Commissioner's claims. He forwarded a letter from Matene Te Whiwhi in which the latter affirmed the accuracy of his report. See Edwards to Richmond 2 February 1867, and Matene Te Whiwhi to Edwards 1 February 1867, ANZ Wellington ACIH 16046 MA13/111/70d. Matene Te Whiwhi subsequently asserted that his letter of 27 December addressed to Featherston was not his alone, 'the principal portion of the words are Mr Buller's none of mine, some of the words are Tamihana Te Rauparaha's, mine was one word of peace only.' See Matene Te Whiwhi to Edwards 1 February 1867, ANZ Wellington ACIH 16046 MA13/111/70d. In a long, undated, and incomplete memorandum, Buller also dealt with the Otaki hui. Clearly there had been two, one on 17 and the other on 19 December: he generally confirmed the substance of the proceedings of the latter. See Buller, Memorandum, undated, ANZ Wellington ACIH 16046 MA13/111/70e. Richmond forwarded a copy of the notes of the 19 December meeting to Featherston: see Rolleston to Featherston 28 January 1867, ANZ Wellington ACIH 16195 WP/3 21 40.
[1133] Parakaia Te Pouepa and others to Richmond 27 December 1866, ANZ Wellington ACIH 16195 WP/3 21 40.

being deceived by the young men of Ngati Raukawa but that 'the fault is the old man's who brought his money of his own accord to these young men … to do as they liked with. Because of this, all we, the old men … opposed to the sale of the land say that it does not matter what becomes of his money because he came here of his own accord to bring his money …'[1134] At the same time, Hoeta Te Kahuki and others (Awahuri, Oroua) advised Richmond that they did not take any of the Rangitikei purchase monies, that they did not attend the hui at Parewanui, and that they were not prepared to part with their land. 'Give heed, if Dr Featherston's chain is put on our land we will take it away.'[1135]

More letters to the press followed. In a letter published in the *Press* at the very end of December 1866, Parakaia Te Pouepa and 31 others declared that those among Ngati Raukawa opposed to the transaction had decided that 'If Featherston gave the money, i.e in the absence or without the consent of the Raukawa, secretly to his friends who wish to sell the land, his money shall never light on this land which we wish to retain.' They had also decided that 'should the arm of the Government be stretched out to oppress us because of the decisions of this large assembly [Parewanui], this shall make work for us on our own land, and the Queen must judge between us.'[1136]

That same day, 31 December 1866, in a letter in which he explained to Judge Smith his failure to appear before the Court at Whanganui, Parakaia Te Pouepa recorded that he had been busy combating Featherston's efforts. He indicated that:

> … the bait [money] has been brought to Otaki here to the hole where the big eels live, that is to say, the old men of Ngatiraukawa thinking perhaps that the old men would bite at that bait but not one of the big eels paid any attention to it and Dr Featherston went back to Wellington circulating false rumours, saying that the Chiefs had hearkened to him, but it was all false. But he left Mr Buller here to fish with their bait, but none of the big eels took the bait only the worms and small eels took it that is to say only the young men took Mr Buller's money they consented so as they might be able with the money to buy spirits.[1137]

[1134] Heremaia Te Tihi and others to the Ministers of the Government 1 January 1867, ACIH 16195 WP3/21 40.
[1135] Hoeta Te Kahuki and others to Richmond 2 January 1967, ACIH 16195 WP3/2 40.
[1136] 'The Manawatu purchase,' *Press* 31 December 1866, p.3.
[1137] Parakaia Te Pouepa to Judge Smith 31 December 1866, ANZ Wellington ACIH 16046 MA13/111/70e.

Such expressions of dissent and intimations of future appeals and protest action were of little concern to the *Wellington Independent.* Once the outcome of the Parewanui proceedings was known, it took the opportunity to repeat a central tenet of Featherston's narrative as peacemaker and reluctant purchaser in such a succinct manner that it is worth citing. Thus it claimed that:

> The land was never sought from the natives by the Government, but when tribal disputes threatened to plunge the province into war, when pas had been built, and the rival claimants, rifle in hand, were eager to submit their rights to the arbitrament of battle, then Dr Featherston was sent by the General Government to attempt the peaceful arrangement of a dispute which threatened to result in consequences so serious. After every means had been tried without success to adjust existing claims, the tribes offered to sell the land to Dr Featherston and to divide the money amongst themselves. He did not ask them to do so, he did not go there with any intention of buying; on the contrary, the offer to sell was made by the natives themselves, because they knew no other means of overcoming the existing difficulty, and Dr Featherston entertained it for similar reasons.[1138]

A successful purchase?

However tenuous and fragile it was, the *Wellington Independent* had long clung to that narrative. Other sections of the press were considerably less convinced that the purchase had been successfully concluded. The concerns expressed centred on the apparent ease with which the opposition and objections on the part of the 'dissentients' had been discounted and dismissed, on the fact that Deed of Cession made no provision for reserves, that matter having been left entirely to Featherson's discretion; whether the transaction complied with the standard laws governing commercial transactions, whether the Wellington Provincial Government would in fact secure quiet possession of the land, and where the responsibility for any conflict that erupted would fall. The *Nelson Examiner* thus urged Stafford to check Featherston's actions 'before he allows the seeds of dissension to be sown which may again plunge the colony into a ruinous war,' while noting that 'The pressure of

[1138] Editorial, *Wellington Independent* 18 December 1866, p.3.

taxation makes us sensitive on the subject of native wars …'[1139] A key concern centred on the conclusion that completion of the sale would leave those owners opposed to the sale bereft of any avenue of appeal, the courts having been closed against them. Questions were raised over the methods employed to secure signatures to the Deed of Cession, and over whether those most ready to sign were those with the least claim. The *New Zealand Herald* offered some trenchant criticism of the General Government's decision to engage Featherston as Native Land Purchase Commissioner, that is, 'an agent who was so largely interested in carrying out his object, [and] whose judgment was so likely to be blinded by intense desire of acquisition for his province to the risks he ran …'[1140] The claim was made that the passage of the Wellington Land Purchase Loan Sanction Act 1866 early in October had left the General and certainly the Wellington Provincial Government with few options but to complete the purchase, any opposition notwithstanding.[1141]

Criticism was also directed at Buller as that 'ardent partizan of Dr Featherston, a gentleman whose whole business in the affair has been not to do justice between the parties but to get the land.' Of particular concern were claims that he employed the 1866 Act to pressure claimants into signing the Deed, telling them that 'the land has gone to the Queen, and this is sanctioned by an Act of the Assembly.'[1142] The *Press* thus called upon the government 'to give the utmost facility to have the case tried … in the Supreme Court.'[1143] Finally, the *Daily Southern Cross*, referring to those who had signed the November affidavit, that they were 'principally of the Ngatiraukawa tribe, of whom all mention is carefully avoided, but who have nevertheless an acknowledged interest in the land, and who persistently refuse to cede that interest to the Crown, and protest against its cession contrary to their wishes.' The land, it concluded, had been sold without their consent.[1144]

[1139] Editorial, *Nelson Examiner* 15 May 1866, p.2; and Editorial, *Nelson Examiner* 22 December 1866, p.2.
[1140] Editorial, *New Zealand Herald* 10 December 1866, p.4.
[1141] That Act was introduced into the House on 3 October 1866 and passed through all of its remaining stages on two days later, on 5 October.
[1142] Editorial, *Press* 6 January 1869, p.2.
[1143] Editorial, *Press* 31 December 1866, p.2.
[1144] Editorial, *Daily Southern Cross* 29 December 1866, p.4.

By pursuing the claim that they had been denied recourse to the courts, the non-sellers tapped into an important element of the public disquiet over the transaction, namely, the original exemption of the Manawatu Block from the operation of the Native Lands Acts. That exemption, it was suggested, had meant that the Maori owners had been turned over to the Wellington's Superintendent 'bound hand and foot, under the penalty of war and confiscation if they resisted, to make the best bargain they could with him for the sale of the much-coveted land.' [1145] The *Daily Southern Cross* insisted that:

> From first to last – ever since 1862 - the native owners of the Manawatu block have been denied equal rights with their fellow-countrymen *because they owned a block of land which the Superintendent of Wellington wished to purchase*. That was the sole reason why they were excepted from the operation of the ameliorating and progressive legislation on native matters since 1862.'[1146]

Further, it asserted that Featherston, determined to have the block, maintained the pressure on owners by withholding pastoral rents and by exploiting divisions within and among iwi in such a manner as to render it difficult for those opposed to alienation to withdraw from the process of sale and purchase. The exemption of the block, it concluded, meant the owners of the block had been denied the right accorded all other Maori land owners, an act of injustice that demanded a remedy.[1147] The fact that as many as 150 owners, principally of Ngati Raukawa, continued to stand out against sale and thus faced enforced dispossession, was of sufficient concern to evoke calls for an investigation into and if necessary the abandonment of the transaction. That Featherston and Buller appeared reluctant to acknowledge those opposed served to darken suspicions that all was not as had been officially portrayed. Essentially, the criticisms voiced in the wake of Parewanui centred on the allegedly coercive character of the transaction: Featherston, it was claimed, 'wanted the land; he meant to have it; and the law made him the sole purchaser.'[1148]

[1145] Editorial, *Daily Southern Cross* 19 December 1866, p.4.
[1146] Editorial, *Daily Southern Cross* 19 December 1866, p.4.
[1147] Untitled, *Daily Southern Cross* 19 December 1866, p.4 and 29 December 1866, p.4.
[1148] Editorial, *Daily Southern Cross* 19 December 1866, p.4.

To such doubters and critics the *Wellington Independent* responded with blasts of criticism that bordered on the hysterical, accusing opponents of the purchase of encouraging sedition and acting as traitors.[1149] It flatly rejected claims that Featherston had ignored the opposition of 'a small section' opposed to the transaction, that he allowed the desire to acquire the land to override all difficulties or possible complications, and that his purchase of Waitotara had had to be enforced by the Imperial Army. The *Wellington Independent* reiterated the central tenet of Featherston's narrative, namely, that purchase had been necessary to secure the peace of the Province, although it now added that purchase had also been necessary 'to lay the foundation of its future prosperity, by acquiring for settlement a large tract of fertile country …' While some were opposed, they were so few 'That the sale need not have been stopped for that reason,' since land 'equivalent to their interest in the whole block' could be returned to them. How those interests were to be defined was a matter on which it chose not to comment. It went on to reject all charges that Featherston and Buller had pressured or bribed owners to sell, denied that they had 'excite[d] the natives to rebellious acts by mischievous caricatures and seditious articles,' and insisted that they had 'confined themselves to the task of fair and open negotiation.' The notion that Featherston was 'a trampler on native rights and a coveter of native land,' was similarly rejected. In its judgment, journals such as the Advertiser were trying to foment dissent and to involve the 'Hau Haus,' and were publishing 'treasonous articles … calculated to strengthen the notion … that the colonists are the oppressors and the natives their victims.'[1150]

Denying stridently claims that its reports represented 'the official view of the transaction,' the *Wellington Independent* insisted, 'mere folly to say that there should have been an investigation of title, when the whole of the land was in dispute …'[1151] It insisted that the purchase had been completed, that Ngati Raukawa had dealt 'liberally' with those 'who had previously been dissentients, and that all question of further difficulty was at an end.'[1152] Hardly unexpectedly, the journal heaped praise, on Featherston, while claiming that, naturally, 'all the best conducted journals in the

[1149] 'False charges against Dr Featherston,' *Wellington Independent* 20 December 1866, p.2.
[1150] 'False charges against Dr Featherston,' *Wellington Independent* 20 December 1866, p.3.
[1151] 'False charges against Dr Featherston,' *Wellington Independent* 20 December 1866, p.3.
[1152] Editorial, *Wellington Independent* 22 December 1866, p.4.

colony agreed.'[1153] In mid-January 1867 it quoted Matene Te Whiwhi as insisting that 'there will be no trouble whatever in regard to the Rangitikei-Manawatu block,' while Parakaia was 'fast losing his party, most of whom are very remote if claimants at all.' It went on to repeat Featherston's by now familiar account of events from the death of Nepia Taratoa through to the hui at Te Takapu, and portrayed him as the peacemaker, the patient and skilled negotiator, a man of unimpeachable honour and integrity, and as the man who had triumphed over land-jobbers and assorted other malcontents to lay the basis for Wellington Province's enduring prosperity.[1154] And yet for all the bluster and bravado, even then it was less than certain that the Rangitikei-Manawatu block had become the property of the Crown.[1155]

'Assents' and 'dissents'

While the 'organ' of the Wellington Provincial Government expressed both delight and relief over the outcome of the Parewanui proceedings, Richmond was clearly displeased with the turn of events. That displeasure appears to have been fuelled by another series of letters that reached him during January 1867. Perenara Te Tewe, Parakaia Te Pouepa, and Hipirini Tanarahi, in a letter dated 27 December 1866 and addressed to Richmond, wrote that Buller had made it clear that adjudication would not take place for 'the money had been handed over …' They noted, too, that Parakaia 'went fruitlessly to Wellington and gained nothing, he went fruitlessly to his lawyers and got no redress. For the Assembly had already consented for this money to be given in payment for Rangitikei.' Heremaia Te Tihi 'and all the Runanga' claimed, in a letter addressed to 'The Ministers of the Government,' that the young men of Ngati Raukawa, though having no right or title, had been accepting money from Featherston, and that they had secured money from him 'by artifice.'[1156] On 2 January 1867, Haeta Te Kohuki and others, writing from Oroua, made it clear to Richmond that they had not accepted any of the purchase monies and indeed that they had not

[1153] 'Supplemental summary via Panama,' *Wellington Independent* 8 January 1867, p.4.
[1154] 'Satisfactory completion,' *Wellington Independent* 17 January 1867, p.6.
[1155] Editorial, *Wellington Independent* 26 January 1867, p.4.
[1156] Heremaia Te Tihi and others to the Ministers of the Government 1 January 1867, ANZ Wellington ACIA 16195 WP3/21 40. *Supporting Documents*, pp.79-106.

attended the meeting at Parewanui 'for we were not willing to part with our land … Give heed, if Dr Featherson's chain is put on the land we will take it away.'[1157]

It was apparent that Rangitane was angry over the decisions taken with respect to the distribution of the purchase monies. On 19 January 1867, at Puketotara, Featherston and Buller met 'nearly the whole of the Rangitane tribe.' The latter complained of the deceitfulness of Ngati Apa, that whereas Kawana Hunia had led them to expect £5,000, in fact he had awarded them just £600. Rangitane looked to Featherston for redress, Karanama Te Ra making it plain that until the matter had been settled he would oppose any discussion of the reserves. At the same time, the iwi acknowledged that it had been unwise to have left the matter of distribution to Kawana Hunia and Aperahama Tipae. Rangitane thus looked to Featherston to offset the loss with a reserve of 3,000 acres at Puketotara. Featherston admitted that Rangitane were the victims of misplaced confidence, that Kawana Hunia had not behaved well, that the amount they had received was 'far short of the amount they were entitled to,' and that he had urged the Ngatiapa chiefs, 'in very strong terms,' when at Parewanui to reconsider their award. Featherston went on:

> It was evident … that Kawana Hunia considered the act one of just retaliation for his treatment on the occasion of the Upper Manawatu purchase. The Rangitane, out of the sum of £12,000 which they then received, awarded to the Ngatiapa only a few hundred pounds instead of the thousands which they had looked for, while Kawana Hunia was practically ignored and did not receive a single penny. He failed therefore to convince Kawana Hunia that … any injustice was done to the Rangitane.

Featherston noted that Rangitane had concealed from him one salient matter, namely, that presents of several hundred pounds had been made privately to members of Rangitane by their Ngati Apa connections. With regard to a reserve, he was prepared to be 'liberal' but not to the extent of the 2,000 acres sought by Hoani Meihana Te Rangiotu nor the 3,000 acres sought by Peeti Te Aweawe: he suggested 1,000 acres, including a site for a township fixed by the Government at the junction of the Manawatu and Oroua Rivers. Its immediate sale, he suggested, would yield Rangitane more than the £5,000 it claimed to have lost. In response to questions, Featherston

[1157] Haeta Te Kohuki and 23 others to Richmond 2 January 1867, ANZ Wellington ACIA 16195 WP3/21 40. *Supporting Documents*, pp.79-106.

'promised that the survey of the Puketotara Reserve should be commenced at the earliest possible date.'[1158]

Thus in mid-January 1867, Richmond demanded that Featherston furnish a report on the events immediately preceding and attending the payment of the purchase monies.[1159] Some two weeks later, he repeated his request, noting that letters from 'influential claimants' made it clear that the difficulty had still not been satisfactorily disposed of, requesting 'a specific proposal for allotting land to satisfy the claims of dissentient proprietors,' a schedule distinguishing 'assents' from 'dissents,' and an illustrative map. 'The importance in policy and justice of bringing this matter quickly into a very definite shape,' he informed Featherston, 'cannot be overestimated.' Further, he directed Featherston to advise Te Kooro Te One 'that the Government have no intention of commencing surveys until all admitted claims have been arranged in a general way.' [1160]

Further complaints reached Richmond. On 22 January, Te Kooro Te One and others complained that Buller had arrived at Oroua in an effort to persuade dissentients to accept a portion of the purchase monies, at the same time restating his people's opposition to the sale and objecting to Featherston having reserves laid off 'for his friends upon our lands.'[1161] Featherston was clearly proceeding on the assumption that he had acquired the block in its entirety and could proceed as he determined. The land, the signatories insisted, belonged solely to Ngati Kauwhata and Ngati Wehiwehi, land that Featherston was proposing to take by force. Early in February 1867 Parakaia Te Pouepa and Te Kooro Te One advised Rolleston that Featherston

[1158] Notes of a meeting of the Rangitane Tribe at Puketotara, January 19, 1867, ANZ Wellington ACIH 16082 MA75/1/3. In a memorandum accompanying those notes, Featherston asserted that Hoani Meihana Te Rangiotu no longer represented Rangitane and that, as a result of 'gross immorality' [alleged adultery] had been dismissed from his position of Native Catechist. Indeed, Featherston claimed that at the Parewanui meeting he had been 'scarcely tolerated even by his own tribe …' Memorandum (Draft), Featherston, and Notes of a meeting of the Rangitane Tribe at Puketotara, January 19, 1867, ANZ Wellington ACIH 16082 MA75/1/3. *Supporting Documents,* pp.222-230. See also Untitled, *Wellington Independent* 2 May 1867, p.3.

[1159] Richmond to Featherston 17 January 1867, ANZ Wellington ACIH 16046 MA13/111/70d.

[1160] Richmond to Featherston 26 January 1867, ANZ Wellington ACIH 16046 MA13/111/70d.

[1161] Te Kooro Te One and 12 Others to Richmond 22 January 1867, ANZ Wellington ACIH 16046 MA13/111/70d. There were other complaints made over Buller's conduct: Heremia Te Tihi and others, for example, complained that Featherston came to Otaki to use money 'as a bait to lure people, so that they might take some of it,' specifically the 'young men' who, it was implied, had no right to accept it. See Heremia Te Tihi and others to Government 1 January 1867, ANZ Wellington ACIH 16046 MA13/111/70d.

and Buller were distributing the purchase monies in a manner calculated to overcome opposition to the sale, that is, 'to draw off some of the chiefs from … [Parakaia] and then jeer at Parakaia.' They went on to assert that they would 'not take the money left by people who are occupants only, and have no right to the land.' Further, they claimed that Featherston was 'distributing small sums of money … to evade the customs of the Queen, lest they should be carried out according to law, and you should all look upon him with distrust.' In their view, Featherston had avoided inquiry, that he was aware that his purchase was 'wrong,' that he had sent his money 'to talk to us' and thrown it away on young men who drank spirits, and that he was now set on reserving land 'for his friends, the sellers' and to survey the land involved. They would, they informed Rolleston, now 'lay … [the land] out in acres and give to each man his (share), to do what he pleases with, to sell, to hold, to lease, or anything else ...'[1162] Finally, Wiremu Waka Te Rangi and 14 others advised Featherston that Rangitane endorsed Hoani Meihana Te Rangiotu's view that the survey of Puketotara should wait until it had received the £4,400 owed on account of the Rangitikei-Manawatu block. Apart from anything else, the support accorded Hoani Meihana Te Rangiotu rather gave the lie to Featherston's claim about the former's standing within his iwi.[1163]

Conclusions

Through the arguments and the representations and the protracted and often fraught debates and discussions that constituted the Rangitikei-Manawatu transaction, two sharply opposed narratives emerged clearly, the one proffered by the Crown and intended to explain, justify, and defend the purchase of the block, the other by sections of Ngati Raukawa in which they sought to present themselves as peaceable and law-abiding citizens whose lands were in effect being confiscated by the Crown whilst denying them the right of recourse to the courts. Through the Crown's narrative as developed and articulated by Featherston and Buller ran a number of distinct themes that embodied the central notion of the 'exceptionality' that attached

[1162] Parakaia Te Pouepa and Te Kooro Te One to Rolleston 5 February 1867, ANZ Wellington ACIH 16046 MA 13/111/70e.
[1163] Wiremu Waka Te Rangi and 14 others to Featherston 11 February 1867, ANZ Wellington ACIH 16046 MA13/110/69b Part 4.

to Rangitikei-Manawatu: that ‘exceptionality’ was originally ascribed to the Crown’s obligations to the holders of land orders in the New Zealand Company’s Wellington settlement but subsequently to the singular role that the block would play in the colonisation and economic progress of the Province. The exemption of Rangitikei-Manawatu from the operation of the Native Lands Acts of 1862 and 1865 and the decision to conduct the transaction as a Crown pre-emptive purchase embodied and expressed that central claim of ‘exceptionality.’ Other elements were added to support and buttress the narrative thus advanced: that the Crown intervened in a dispute over rents not as purchaser but as mediator and peacemaker; that the disputants proposed purchase by the Crown as the only way of resolving an otherwise intractable dispute; that the Crown, as a reluctant purchaser dealt openly and fairly with claimants and ensured that the interests of ‘dissentients’ were recognised and defended; that much of the opposition to the transaction was attributable less to Maori themselves than to other self-interested parties; and that purchase by the Crown would ensure the orderly alienation and settlement of the block, a process from which Maori would benefit.

Those opposed to the sale constructed a narrative based around the central concept of ‘coercion.’ Featherston’s exploitation of a minor dispute as a stalking horse for purchase, the refusal of the Crown to honour the arrangements that had led to the sale of Rangitikei-Turakina and Te Ahuaturanga; the exemption of Rangitikei-Manawatu from the operation of the Native Lands Acts without consultation, explanation, or consent; the refusal of the Crown to honour an offer of mediation or arbitration in respect of the dispute over rents; the transformation of a minor dispute into a pretext for purchase; the Crown’s persistent refusal to allow investigation by the Native Land Court; the efforts intended to isolate, minimise and discount the claims of those opposed to the sale while courting those in favour; and the methods employed to induce claimants to sign the Deed of Cession were all advanced as elements of what the ‘dissentients’ chose to characterise as a series of coercive steps that had one object in view, namely, the confiscation of their lands. The proceedings at Parewanui did not therefore mark the conclusion of the transaction so much as it inaugurated a new phase in the struggle by the Wellington Provincial Government, on the one hand, to gain peaceful possession of the block, and, on the other, by those opposed to the transaction to gain political and legal recognition of their claims, interests, and rights.

Chapter 7: The Rangitikei-Manawatu transaction: contesting the purchase

Introduction

Amid predictions that the manner in which the Rangitikei-Manawatu transaction would lead to 'rebellion,' those opposed, far from contemplating such a dangerous course, embarked upon a more carefully considered campaign that combined passive resistance with a demand for the right, otherwise open to all Maori and Pakeha, to take their claims to court.[1164] That campaign embodied and expressed the claim that the Rangitikei-Manawatu transaction had been in the nature, if not of confiscation, then at least that of a forced sale.

Chapter 7 examines the course of that campaign, and the narratives employed to support it, in particular, that of legal disempowerment. It traces the development of public unease amidst Featherston's claims of a successful purchase and a splendid material future that awaited the Province of Wellington. The passage of the Native Lands Act 1867, the Himatangi hearing of 1868, and the emergence of unease within the General Government and its search for ways in which to resolve the difficulties are also traversed as they led towards the second Himatangi hearing of 1869.

'Cease from withholding the law'

In a letter to his brother dated 6 February 1867, Hadfield described the Rangitikei-Manawatu transaction as 'a forced purchase of land in a manner quite as discreditable as the Waitara one, if not worse.' [1165] That same month, a letter addressed to the New Zealand public by 'Ngatiraukawa' appeared in the *New Zealand Advertiser* in which the iwi claimed that, despite having lived peaceably under the law, it had been denied the right of having the title to Rangitikei-Manawatu investigated by the Native Land Court.

[1164] *New Zealand Advertiser*. Cited in Editorial, *Daily Southern Cross* 29 December 1866, p.4.
[1165] Octavius Hadfield to Charles Hadfield 6 February MS Papers, ATL QMS-0897, Volume 4. Cited in Fallas, 'Rangitikei/Manawatu block,' pp.31-32.

We wish to ask you [the letter read] why you thus treat us, who are dwelling in peace and quietness? For now seven-and-twenty years we have lived peaceably under the protection of the Queen, and under the law. We have been guilty of no wrong, and have always upheld the right. For what reason is justice now withheld? Your constant cry has been – 'let the law investigate!' That investigation you have now denied us. You cast the law – the protector – on one side, and you 'jump' upon the land …

Our elder brothers, there is no injustice with the law; the law is impartial; man is insolent and unjust. Witness your springing, regardless alike of law and justice, upon Rangitikei. The saying is yours – 'let the law decide.'

Te Waharoa came to you, he asked you to give him back Waikato. You replied, 'that cannot be, it would not be just.' Now why do you take Rangitikei out of our hands, and give it back to Ngatiapa? Here is a Maori proverb, 'Well done, thou parent with the double tongue?'

Here is another of your precepts which we are carefully laying to heart. You have always assured us that the land of those who dwell in peace shall be protected to them by the law. Permit us to ask where are those laws; are they asleep; whatever can have become of them?

Our elder brothers, we wish you to explain to us what you mean by living quietly – by dwelling in peace. You have told us to live peaceably; we have done so, we are now found fault with. What sort of living in peace is it that you require of us? It is but just that they who disturb the peace should perish by the sword, and that their land should be forfeited. In our case, to those who have been guilty of no fault – who are dwelling peaceably under the law – you have denied the protection of law. Why are love and mercy withheld from those who are peaceably inclined, and who are always ready to submit to the law? …

As the matter now stands, you have hidden away the law, lest by it your treatment of innocent men, who are constant in their respect for that which is right, should be brought to light; and you have lowered the name of the Queen by using it as a menace to a loyal and unoffending people, who are striving to obey the law, and keep the peace.

Our elder brothers, it rests with you to set their matter right. Permit the eye of the law to look into these wrongs of innocent and peaceable men. Cease from withholding the law.[1166]
We know that you claim Waikato and all the land that you have conquered; that conquest is but of recent date. It is thus that we got possession many years since of Rangitikei and of the country down this coast. Now you say that it is not right that Maori usage should become law … Te Waharoa came to you, he asked you to give him back Waikato. You replied. 'That cannot be, it would not be just.' Now why do you take Rangitikei out of our hands, and give it

[1166] Quoted in Williams, *A letter*, Appendix pp.cvii-cviii.

> back to Ngati Apa? Here is a Maori proverb, 'Well done thou parent with the double tongue.' … permit the eye of the law to look into these wrongs of innocent and peaceable men. Cease from withholding the law.[1167]

That inspired Ihakara Tukumaru to respond by claiming that he had 'commenced the talk concerning this Rangitikei land' in 1863. He dismissed the above letter as 'presumptuous,' and rejected the 'work of the Ngatiraukawa at Otaki …[as] madness. They have no land whatever in the Rangitikei block. On the contrary, the Ngatiraukawa, residing between Rangitikei and Manawatu are the only people entitled to talk …' Those people, he claimed, together with Matene Te Whiwhi, Tamihana Te Rauparaha, Hohepa Te Maihengia, and Ropata Hurumutu had all consented to the sale, while he claimed to have secured the consent of his brother chiefs, namely, Aperahama Te Huruhuru, Nepia Taratoa, Noa Te Rauhihi, Te Wiremu Pukapuka, Tapa Te Whata, Te Kereama Paoe, Horomona Toremi, Hori Te Waharoa, Paora Pohotiraha, and Te Rei Paehua. Parakaia's insistence that he would keep back his land was dismissed as 'a vain boast.' All iwi and hapu with a claim to the land had agreed to its sale, so that 'I therefore ask, who is there to withhold the land?'[1168]

Counter claims followed in which 'Ngati Raukawa' rejected Ihakara's claim that they had no claim on Rangitikei-Manawatu. Rather, they argued, it was Ihakara who had 'no standing place on the Rangitikei Block, not even the smallest spot. It was only when he joined us in asserting our claim against the Ngatiapa, in 1863, that his foot rested at Tawhirihoe. It is true that Ngatiapa had a claim formerly, but it has been ours by conquest since the year 1831, the date of our taking possession of the land.[1169]

The claim that the Rangitikei-Manawatu amounted to a forced transaction inspired Te Peeti Te Aweawe and Kerei Te Pamau to assert that the purchase of Rangitikei-Manawatu had been 'just' since the 'real owners' were Ngati Apa, Rangitane, and Muaupoko. Further, the chiefs of Ngati Raukawa had consented while Ngati Kahungunu, Te Ati Awa, Ngati Toa, and Whanganui had also endorsed the sale. It also afforded them an opportunity to insist again that the only injustice had been 'the

[1167] *New Zealand Advertiser* 4 March 1867. Cited in 'The Manawatu purchase,' *Lyttelton Times* 7 March 1867, p.3.
[1168] Untitled, *Wellington Independent* 20 April 1867, p.4.
[1169] Quoted in Williams, *A letter*, Appendix p.cviii.

plundering of our [Rangitane's] share by the Ngatiapa.'[1170] They went on to claim that Featherston had not committed 'one single wrong in all his doings,' despite having just claimed that Featherston had let them down over the distribution of the purchase monies. By way of conclusion, they recorded that:

> Friends, our elder pakeha brothers! It is of little use for those who were driven from their own lands by the people of Waikato to attempt to control the disposal of our lands. Forsaking the lands of their ancestors and of their fathers, their own land also, they weary their tongues in taking about the lands of these tribes. They talk on perseveringly in order that the pakehas may think that they are really the owners of the land. Nothing of the kind. The land belonged absolutely to us.[1171]

Similarly, Ihakara Tukumaru, responding to letters written by others of Ngati Raukawa in which they claimed that the iwi was not in fact 'a consenting party' to the transaction, asserted that the purchase was complete. Again the divisions within Ngati Raukawa stood revealed when he claimed that 'The work of Ngatiraukawa at Otaki is madness … They have no land whatever in the Rangitikei block. On the contrary, the Ngatiraukawa, residing between Rangitikei and Manawatu are the only people entitled to talk … to Dr Featherston and Mr Buller.' Ngati Raukawa living at Rangitikei and Manawatu had all consented and thus professed not to know 'what Ngatiraukawa can be whose consent is still wanting.' And he claimed to have secured consent for the sale from his brother Aperahama Te Turuhuru, Nepia Taratoa, Noa Te Rauhihi, Te Wiremu Pukapuka, Tapa Te Whata. Te Keremea Paoea, Horomona Toremi, Hori Te Waharoa, Paora Pohotirah, and Te Rei Paehua, as well as the younger chiefs of Ngati Raukawa. Finally, he ridiculed Parakaia's claim to 8,000 acres and insisted that nearly 400 of Ngati Raukawa had signed the deed of cession and therefore asked 'who is there to withhold the land?'[1172]

[1170] Rangitane would conduct a long campaign for redress.
[1171] 'Te Peeti on the Manawatu question,' *Wellington Independent* 11 April 1867, p.5.
[1172] Untitled, *Wellington Independent* 20 April 1867, p.4.

Inclusion and fair consideration: Featherston's account of the Parewanui hui

Towards the end of March 1867, as the protagonists traded claims that were anchored in their understanding of the pre-annexation invasion and conflicts, Featherston reported to Richmond on the proceedings at Parewanui. In brief compass, he recorded that, after 'long and angry discussions,' an amicable settlement had been reached according to a plan that he submitted. He went on to note that the five stipulations he had defined at the Takapu hui of April 1866 had been 'unanimously agreed to by the sellers, and formed the basis of all my subsequent proceedings in connection with the purchase.' He carefully noted that to prevent any dispute as to title the iwi involved had agreed that no reserves whatever should be made in the block, their extent and position being matters left entirely to his discretion.[1173] He attributed the delays in securing signatures to the Deed of Cession to 'the opposition of several Ngatiraukawa chiefs of great local influence whose signatures I considered absolutely essential to the completion of the sale and without whose acquiescence I should have declined to complete the purchase.' The two most important were Nepia Taratoa and Aperahama Te Huruhuru.[1174] Having secured the assent of 'all the leading chiefs and of an overwhelming majority of the claimants,' he fixed 5 December as the date for payment, noting that in between sending out the notice for that meeting and the appointed day 'a large number of claimants attached their signatures to the deed.' Further, at Parewanui about another 30 signed and since that date a further 150 ('chiefly of the Ngatiraukawa tribe'). There were, he acknowledged, 'still a few dissentients among the bona fide Ngatiraukawa claimants who refuse to give their assent to the sale. I do not, however, anticipate any real difficulty in coming to an amicable arrangement with them.' Further, the Ngati Raukawa chiefs present had undertaken to 'honestly consider' the rights of the dissentients and would provide for them. But then added, significantly, that:

> … I expressed a hope that the moneys to be thus set apart would not be determined merely by the supposed value of the dissentients' claims, but would be of so liberal an amount as effectually to put an end to all further opposition on the part of their tribe.[1175]

[1173] Featherston to Richmond 23 March 1867, ANZ Wellington ACIH 16046 MA13/111/70f. A draft of this report can be found in MA13/110/69b Part 2.
[1174] Featherston to Richmond 23 March 1867, ANZ Wellington ACIH 16046 MA13/111/70f.
[1175] Featherston to Richmond 23 March 1867, ANZ Wellington ACIH 16046 MA13/111/70f.

At Maramaihoea, on 17 December, Ngati Raukawa and Ngati Toa rangatira allocated £1,000 to the non-sellers but, at Featherston's suggestion, they increased that sum reluctantly, to £2,500 as more likely to 'have the desired effect in winning over the outstanding claimants …' Of that sum £1,500 was handed over to Featherston following Nepia Taratoa's refusal to accept the money, and the balance was left in the hands of Tapa Te Whata who undertook to offer it to Te Kooro Te One or, if refused, to return it to Featherston. The latter recorded that it appeared that the £1,000 was distributed by Tapa Te Whata among his own people at which point he advised the latter that should he not honour the original agreement, no reserves whatever would be made in the ceded block. Of the £1,500 remaining, he noted, £1,000 had already been paid over to those dissentients who had since agreed to the sale, and among their number was Nepia Taratoa. He went on to record that 'Of the other natives, of any note, whose names appear in the various letters of protest which have been forwarded to the Government or published in the newspapers,' 11 had signed the Deed of Cession. In short, the transaction was presented as having been, for all practical purposes, completed.

The Deed of Cession

The Deed of Cession had 1,647 signatures: of those 246 were members of Ngati Apa, 341 of Ngati Raukawa, 96 of Rangitane, 44 of Ngati Te Upokoiri, 64 of Ngati Toa, 68 of Muaupoko, 730 of Whanganui, Te Ati Awa and Ngati Kahungunu ('and others') made up the balance of 58. Featherston noted that 'The claims represented in this list differ widely both in kind and degree …' He classified them into three groups: the first comprised the 'principal claimants,' defined as those who had 'for a term of years, actually resided on the block, exercising thereon the customary acts of ownership,' and included given as 200 Ngati Apa, 200 Ngati Raukawa, and 100 Rangitane. The second group comprised the 'secondary claimants,' defined as those 'related to the resident owners by family or tribal ties but who have not till recently asserted any claims to the land,' while the third comprised the remote claimants, defined as those having only 'a distant tribal connection with the sellers, whose share in the transaction is practically one of sufferance, and who are simply entitled to a present from the tribes by whom they were invited to attend the Parewanui Meeting.'

At that point in his report, Featherston observed that:

> It is equally difficult to indicate the value of one tribal claim as opposed to another. Claimants of the two first named classes are ever ready to set up individual claims and to mark off the boundaries thereof on the ground, but where the whole of the land is of disputed tribal ownership and the so-called individual claims of one tribe actually conflict with the individual claims of another, it is impossible that they can be recognised as such.
>
> It appears to me that the best available test of ownership is that afforded by the Native Leases as they existed for several years; but even the division of rents proved at last a source of quarrel and but for my authorized interference in 1863 would certainly have led to fighting.[1176]

Featherston included a list of lessors: only 12 had refused to sign the Deed of Cession, although 'Of these only seven are admitted by the Ngatiapa as original lessors, the names of the others having been recently inserted, under pressure, by the European tenants.' He did not cite a source for that assertion, and, in any case, later insertion did not necessarily mean wrongful insertion. It was noted above that Ngati Apa made similar claims during the 1868 Himatangi hearing. Table 7.1 classifies, by iwi, those lessors into sellers and non-sellers.

[1176] Featherston to Richmond 23 March 1867, ANZ Wellington ACIH 16046 MA13/111/70f.

Table 7.1: Rangitikei-Manawatu block leases and lessors, sellers and non-sellers by iwi

Runs	Ngati Apa sellers	Ngati Apa non-sellers	Rangitane sellers	Rangitane non-sellers	Ngati Raukawa sellers	Ngati Raukawa non-sellers
Taikoria[1]	14	-	) 6	-	-	-
Makowhai[1]	7	-	)	-	12	-
Daniell's	7	-	-	-	4	-
Cameron's	3	-	-	-	3	-
Jordan's	9	-	-	-	5	3
Robinson's	3	-	1	-	2	5
Cook's	3	-	2	-	2	4
Trafford's	-	-	-	-	10	1
Swainson's	-	-	-	-	2	1

[1] Leased to Alexander and Scott

Source: ANZ Wellington ACIH 16046 MA13/111/70f

The purchase monies

Featherston then summarised the distribution of the purchase monies as set out in Table 7.2. He drew Richmond's attention to the 'large' award to Whanganui, noting, that without the support of that iwi, Ngati Apa 'would never have attempted a trial of strength with the Ngati Raukawa.' The £1,400 awarded to Rangitane and Muaupoko was shared equally while Featherston recorded that he had been advised privately that presents amounting to over £500 had been made to members of Rangitane while Hunia had promised to hand over a further £300. Under Hunia's original proposal, Rangitane would have received £5,000, but that five-fold division had been rejected by Ngati Raukawa and a new proposal adopted. Rangitane, claimed Featherston, against his advice, had joined with and left the decision over their claim to Ngati Apa and had done so despite Hoani Meihana Te Rangiotu's protests. Featherston claimed that the discovery that Hoani Meihana Te Rangiotu had been living 'in secret adultery with the wife of Peeti Te Aweawe, the principal chief, was fatal to his position, and he has since been utterly ignored by his tribe. His advice was scouted by his people and his protest disregarded.' Rangitane awarded Hoani Meihana Te Rangiotu £15,

although he received an additional £200 from Ngati Kauwhata through his wife.[1177] It would become clear that in fact Hoani Meihana Te Rangiotu retained the confidence of many if not most of his people.

The reserves

As for reserves, Featherston claimed to have found it 'expedient' that the whole of Rangitikei-Manawatu should be ceded to the Crown, but on the understanding that he would set apart 'suitable portions' for the various iwi involved: such portions would be 'secured under proper legal title.' Reserves had been determined for Ngati Apa and Rangitane 'to their entire satisfaction,' but those for Ngati Raukawa remained to be defined. The Puketotara reserve had been surveyed but not without the opposition of a party led by Te Kooro Te One. Those involved had removed pegs, pulled down flag-poles, taken billhooks, and fired fern in an attempt to smoke out the surveyors, but, he added, 'there was nothing in the nature of their opposition to provoke a breach of the peace, and both parties preserved their good humour to the last.' What did anger Featherston was Te Kooro's claim that he was acting under legal advice: the latter had produced a letter from the Under Secretary for Native Affairs (William Rolleston) to the effect that for the present the Government would not permit any surveying at Puketotara. The surveying would be completed without further difficulty, he claimed, 'provided the Natives are not interfered with.'[1178]

[1177] This matter was dealt with briefly in Chapter 6 above. Hoani Meihana Te Rangiotu was married to Enereta Te One of Ngati Kauwhata. She was the sister of Te Kooro Te One. The marriage, which lasted until Hoani Meihana Te Rangiotu's death, was known as Moenga Rangtira and was significant as it encouraged peace between Ngati Kauwhata and Rangitane. No other evidence was located that would support Featherston's contention. With thanks to Mereti Taipana-Howe.

[1178] Featherston to Richmond 23 March 1867, ANZ Wellington ACIH 16046 MA13/111/70f. Towards the end of January 1867 Rolleston advised Te Kooro Te One that instructions would be issued to Featherston 'directing that no survey be made at present.' See Rolleston to Te Kooro Te One 26 January 1867, ANZ Wellington ACIH 16046 MA13/111/70e.

Table 7.2: Featherston's summary of the distribution of the Rangitikei-Manawatu purchase monies

Principal claimants	Total award: £	Recipients	Awards: £
Ngati Apa and allies	15000		
		Ngati Apa at Rangitikei	6000
		Ngati Apa at Turakina & Whangaehu	4000
		Whanganui	2000
		Ngati Te Upokoiri	1000
		Rangitane, Muaupoko	1400
		Ngati Kahungunu	400
		Ngati Ruanui & Taranaki visitors	200
Ngati Raukawa & allies	10000		
		Ngati Parewahawaha & allied hapu	2000
		Ngati Patukohuru	2000
		Ngati Kauwhata	2000
		Ngati Toa & Te Ati Awa	1000
		Matene Te Whiwhi's sister & party	500
		Ngati Raukawa dissentients	2500

Source: ANZ Wellington ACIH 16046 MA13/111/70f

Assuring the public

In brief, Featherston sought to assure the General Government that the sale had been completed, that the iwi involved were satisfied with the distribution of the purchase monies, that they had left the matter of reserves to him to define, and that any remaining opposition to the transaction was minor and diminishing. He followed up his report to Richmond with a statement intended to confront his challengers and appease the doubters. In his opening address to the Wellington Provincial Council in April 1867, he insisted that he 'had formally accepted the cession of the disputed block to the Crown as the only means of finally and forever removing the cause of strife' and noted that the purchase monies had been completed and the deed of cession executed. In short, the purchase had been completed and the Crown had taken quiet

possession. Featherston carefully emphasised the role, reluctantly accepted, he had played in bringing the discussions and negotiations at Parewanui to a successful conclusion. That intervention had averted a resort to arms by the disputants, a development that would have 'speedily plunged [the whole of the West Coast] into a general native disturbance.' There were, he claimed, just a small number of dissentients for whom, should they refuse to accept any of the purchase money that he had insisted Ngati Raukawa should reserve for them, 'it may be necessary to make an award in land to the extent of such claims as are admitted by the sellers.' In short, the reserves were to be defined by those who denied that Ngati Raukawa had any claim at all to Rangitikei-Manawatu. The matter of the back rents, 'impounded by me in order to prevent hostilities in 1863,' also remained to be settled. Featherston thus reported confidently about 'the final and peaceful adjustment of this our only native difficulty …' despite the efforts of a few 'designing' Pakeha who had endeavoured to 'foment tribal strife and frustrate the purchase …' The Wellington Provincial Council could now look forward to 'the speedy settlement of this large and fertile block of land.' [1179] Featherston also proposed that the Council 'recognise' the efforts made by Buller, a proposal vigorously attacked by Thomas Williams but defended by the *Wellington Independent*, in the process suggesting that without Buller 'the negotiation would either have been indefinitely protracted or have ended in failure.'[1180] The sum of £500 was placed on the estimates.

Featherston's speech embodied, expressed, and resonated with most of the essential elements of the narrative that he and Buller had formulated, reiterated, and adhered to over several years. The central claim was clear: acquisition, undertaken reluctantly, had been necessary to preclude an outbreak of inter-tribal hostilities that would have engulfed the Province's west coast. The remaining opposition to the transaction was cast as minimal, the Ngati Raukawa sellers had been charged with dealing liberally with the dissentients, while if necessary reserves would be made. It was a speech intended to reassure those who entertained lingering doubts, not least over the fact that those opposed to the sale had been denied recourse to the courts, to counter concerns that the opposition was sufficiently strong to pose a threat to stability and

[1179] 'Superintendent's speech,' *Wellington Independent* 30 April 1867, p.5.
[1180] Editorial, *Wellington Independent* 18 May 1867, p.4. See also Editorial, *Wellington Independent* 28 May 1867, p.3.

order, to convince the public that the Crown had both purchased the block and secured quiet possession, and to affirm his confidence that the Province's financial difficulties were at an end. His careful juxtaposition of claims of purchase having been completed with assurances that reserves could be made if necessary was clearly intended to convey the impression that as Superintendent his control over the entire transaction remained complete.

Featherston's 'reserves'

As noted above, Richmond had made it very clear to Featherston that reserves, their location and area, had to be agreed upon before sale and purchase was completed. Featherston refused to comply with that direction, finding justification in the assurance he claimed to have received from Maori that they were content to allow him to settle that matter once the transaction had been finalised. Featherston was not prepared to allow possible disagreements over reserves to delay or imperil completion of the transaction. He thus spent some time in the Manawatu during January and February 1867, largely in an effort to settle the size and location of reserves. In mid-February, according to the *Wellington Independent*, he had 'thus far … completely succeeded in effecting that very onerous piece of business.'[1181] Ngati Apa and Rangitane were apparently satisfied with the 'liberal' reserves allocated by Featherston: 1,000 acres were allocated to Rangitane at Puketotara, while a document signed by Featherston and Hunia Te Hakeke on 11 February 1867 recorded that a total of 1,510 acres on the south bank of the Rangitikei River would be reserved for Ngati Apa, together with exclusive rights to eel fisheries at Kaikokopu and Pukepuke. Subsequent changes meant that Kawana Hunia secured 500 acres at Papakatea and Ngati Awa 500 acres at Te Kawau and ten acres at Te Awahou.[1182]

While 'reserves' had been made for Ngati Apa and Rangitane by the middle of February 1867, those for Ngati Raukawa had evidently not been 'wholly defined

[1181] Editorial, *Wellington Independent* 14 February 1867, p.4.
[1182] As part of the arrangements involving the Ngati Apa reserves, Kawana Hunia agreed to relinquish a proposed reserve of 500 acres at Tawhirihoe so that Featherston might return the land to Ngati Raukawa. This was the same land over which Hunia had once been prepared to abandon the sale and to go to war with Ngati Raukawa. See Gilling, ''A land of fighting and trouble,"' p.167.

…'[1183] Indeed, it became clear that serious difficulties remained. When the surveyors set out, accompanied by Buller, on 4 March 1867, to begin work on Rangitane's Puketotara reserve, Te Kooro Te One and his people took their equipment, although returning it at the end of each day. The tactic left Buller exasperated and insisting that he would 'not take any notice of these slaves who (dare to) hinder my work.' On the third day Buller and Stewart commenced work on the Oroua side at Korowhitiata, but as the protests continued Buller, it appears, acted as a surveyor's post or pole, while the survey party reportedly offered 'a very evil chant.' Puckey averred that he could not get anyone to explain the meaning of that chant, but noted that it had been employed by Waikato, at the outbreak of war, to goad the Queenites. 'We are,' Te Kooro Te One noted, 'in great fear at the present time, but still we will go on pulling down their poles, and preventing them from drawing the chain over our lands.'[1184]

The *Wellington Independent* chose to report that the surveyors in fact had been 'interrupted and intimidated' by Parakaia and some 15 others.[1185] The evidence suggested that the action was a first step in a campaign of passive resistance. Further, Parakaia insisted that they were acting under legal advice in an effort to keep alive their claim to the land. They also produced a letter, dated 26 January 1867, from the Under Secretary of the Native Department (Rolleston) to the effect that Featherston would be asked 'not immediately to commence any survey there.'[1186] As noted above, that letter left Featherston furious, attributing both resistance to the transaction and subsequently to the survey to 'external' interference: he appears to have found it difficult to contemplate the possibility that the non-sellers were capable of acting independently and with considerable political acumen and skill. Resisting the surveyors was just one element of a wider campaign upon which the Ngati Raukawa non-sellers were preparing to embark.

[1183] Editorial, *Wellington Independent* 14 February 1867, p.4.
[1184] Te Kooro Te One and 19 others to Rolleston 6 March 1867, ANZ Wellington ACIH 16046 MA13/111/70e.
[1185] 'Important from Manawatu,' *Wellington Independent* 9 March 1867, p.5.
[1186] 'Latest from Manawatu,' *Wellington Independent* 14 March 1867, p.4.

A 'cry of injustice:' an appeal to the Queen

Featherston's April 1867 claim to have acquired the entire Rangitikei-Manawatu block, together with the lack of response to their representations from the Government and from the Governor, sparked an effort by Ngati Raukawa to appeal over the head of the General Government to the Queen. In a petition dated 29 June 1867, Paranihi Te Tau and Eruini Te Tau cried 'out of the midst of the injustice inflicted upon us.' They emphasised the singular exclusion of the Manawatu lands from the operation of the Native Lands Acts, recorded that their appeals to the General Government and the General Assembly had been ignored, and asserted that Featherston had repeatedly but erroneously claimed to have acquired the entire block. Claiming to represent Ngati Pikiahu, Ngati Waewae, Ngati Maniapoto, and Ngati Hinewai, they sought 'an investigator of sound judgment to inquire into the particulars of this act of injustice.'[1187] Parakaia Te Pouepa submitted a separate petition in which he recorded Ngati Raukawa's pre-annexation conquest of the Manawatu lands, the iwi's decision to 'allow' the sales of Rangitikei-Turakina and Te Ahuaturanga and other blocks, and so 'gratified the desires of Ngati Apa, Rangitane, and a portion of my own tribe, to sell land.' In the face of such acts of grace, Ngati Apa and Rangitane, in concert with the Government, 'come openly to take away my piece remaining …' Parakaia claimed that whereas in 1863 he had asked that McLean should investigate the dispute that had arisen with Ngati Apa, Featherston intervened with his 'plan of investigation … to buy the block so as to get the land into his own possession,' and subsequently sought to intimidate them into agreeing to sell. He went on to insist that appeals to the Governor, the Government, and the General Assembly to allow the matter to be taken through the courts had been ignored, and that the purchase monies had been distributed to the sellers who included some of Ngati Raukawa, most of whom had no claim to the land, and some to 'distant tribes,' they, too, 'having no ground of claim to our land …' He reiterated the request for an external investigation.[1188]

To Parakaia's petition, Richmond attached a memorandum in which he explained, if not explicitly defended, the manner in which the purchase had been conducted.

[1187] AJHR 1867, A19, p.3-4. See also 'The Manawatu block,' *Daily Southern Cross* 19 July 1867, p.4, citing *Wanganui Times* 9 July 1867.
[1188] AJHR 1867, A19, p.6.

> It would be impracticable [he suggested] to make any award to the non-contents … which would not be challenged by the sellers, who though they have parted with their own interest in the land, might view its occupation by the other natives with great bitterness. The case is one … of compromising an insoluble quarrel, between half-civilised men, whose titles all rest on violence of a comparatively recent date, and who are only half weaned from regarding violence, even now, as the ultimate appeal. One side alleges conquest as its ground, the other the power to re-conquer. Both appeal to Christianity, one to clench the *status quo* at the time of its introduction, the other to claim the restoration of territory then newly taken from them.

Richmond went on to note that:

> A large share of the purchase money is reserved for the non-contents, and large allotments of land will in any case be set aside for them. It has, however, been thought advisable to allow considerable delay in winding up the transaction, that as many as possible of the non-contents may come in. It is doubtful whether the quarrel might not be renewed, if an extensive part of the block proportioned to their numbers were at present laid off for them.[1189]

Richmond's observations reflected apprehension within the General Government over the numbers, strength, and determination of those opposed to the sale. They also identified one of the major difficulties that Featherston's failure to secure agreement over reserves prior to the completion of the transaction had created. Even Richmond appeared to be conceding that definition of the interests of those who claimed parts of the Rangitikei-Manawatu was contingent upon the goodwill of the sellers. It was therefore scarcely surprising that the Ngati Raukawa non-sellers decided to appeal over the head of the General Government and to engage in a campaign of passive resistance. Denied recourse to the courts, they appear to have concluded that no other alternative remained open. On this occasion, even the *Wellington Independent* had comparatively little to say. It did take particular exception to – but chose not to investigate - the petitioners' claim that Featherston's sole objective had been to buy the land. Rather, it elected to engage in its accustomed vilification of Parakaia and to use the opportunity to restate the familiar argument that Featherston 'never asked to buy the land, but nearly all the rival claimants to it voluntarily placed it in his hands

[1189] Untitled, *Wellington Independent* 26 October 1867, p.4.

urging him to buy it and make a division of the purchase money, as the only means by which the dispute could be settled and hostilities averted.'[1190]

Defender of dissentients' rights?

Towards the end of July 1867, Featherston advised Richmond that he still retained the impounded pastoral rents, amounting to some £3,000, in respect of what he termed 'the old Native leases.' He dealt with the matter of a reserve at Tawhirihoe originally granted to Ihakara, surrendered to Ngati Apa, and re-allocated to Ihakara. Otherwise, he reported, in comments that summarised a long-held plan to see Maori restricted to small reserves, that:

> The reserves for the Ngati Raukawa tribe have not yet been defined. I have however promised the chiefs that they shall not be required to relinquish any of their permanent settlements, that their burial places shall be held sacred, and that ample reserves shall be set apart for all the resident hapus. The non-sellers in that tribe having declined to accept of a reserve to the extent of their claims as admitted by the sellers, I have signified my willingness to refer the question to two arbitrators, in order that the extent and position of their actual claims may be determined and excluded from the purchase; and failing arbitration, I have stated my readiness to leave the settlement of this question to any two Judges of the Native Land Court …

Reference of the matter to arbitrators was conditional upon all accredited non-sellers formally agreeing to accept decisions reached. Should they not accept, he suggested, then 'the Governor should be advised to appoint a special Commission to inquire into the claims of the dissentients, and to determine their extent, in order that they may be excluded from the Government purchase.'[1191] Featherston also attached a list of 'Resident Ngatiraukawa, alleged claimants, who have not signed the Deed of Cession.'[1192] It contained just 39 names and offered no indication as to how or by whom it had been constructed, whether it was complete, and what it actually represented. What it did suggest was that those objecting to the sale were few in number.

[1190] Untitled, *Wellington Independent* 13 July 1867, p.4.
[1191] Featherston to Richmond 27 July 1867, AJHR 1867, A19, p.7.
[1192] AJHR 1867, A19, p.8.

That suggestion stood in sharp contrast to his earlier efforts to dissuade Ngati Raukawa from taking their claims to the Manawatu lands to the Native Land Court. Perhaps he felt that, having secured the block and having reduced in number and isolated the non-sellers, he could afford a show of magnanimity, although it should be noted that the proposal followed a few days after the publication of the petitions to the Queen. It was also possible that he was endeavouring to anticipate legislative proposals intended to allow the Governor to refer the claims of non-sellers to the Native Land Court but which might result in an investigation not only of all claims but also of the transaction itself. His proposal was for a very much more limited investigation.

Whatever Featherston's reasons for suggesting either arbitration or a special investigation, his offer of the former at least was now advanced as evidence of his commitment to protecting the rights of the non-sellers.[1193] He thus signed a memorandum in which he agreed to refer the claims of the non-sellers to arbitration: he proposed two arbitrators, one appointed by non-sellers and one by the Land Purchase Commissioner (as he continued to style himself), the arbitrators to appoint an umpire, with the arbitration to take place at 'Rangitikei.' Clause 3 of the memorandum recorded that 'All non-sellers of whatever rank to prove their individual claims to the satisfaction of the arbitrators, having previously signed a paper assenting to the proposed arbitration, and pledging themselves to accept as final the decision of the arbitrators as to the nature and extent of their claims.' An attachment listed 39 *'Resident Ngatiraukawa, alleged claimants, who have not signed the Deed of Cession.'*[1194] The *Wellington Independent* predicted that the proposed arbitration would be accepted 'and that this question will thus be finally and amicably set at rest.'[1195] It was not the first time its predictions concerning the Rangitikei-Manawatu transaction would prove to be seriously astray.

It was only after considerable discussion and with some reluctance that Ngati Kauwhata agreed to arbitration. Indeed, in a petition dated 29 July 1867, Ngati Kauwhata asked Parliament to remove 'the obstructions excluding the country lying

[1193] Untitled, *Wellington Independent* 13 July 1867, p.4.
[1194] Featherston to Richmond 27 July 1867, AJHR 1867, A19, p.8.
[1195] 'The Manawatu purchase,' *Wellington Independent* 6 July 1867, p.1.

between Oroua and Rangitikei from the operation of the Native Lands Act', and to 'allow the Native Land Court 'to have jurisdiction over our lands ... for we are in much trouble, because of there being no law in force over our land.' Their troubles, they noted, began in 1863.[1196] The iwi approached Judge A.J. Johnston: in a letter signed by nine 'leading men,' representing 64 of their number, it noted that Featherston had 'objected to our Europeans that we knew.'[1197] The *Wanganui Chronicle* reported that 'they have gone into this arrangement with hesitancy, and very much with the feeling that they were driven into a corner. They also proposed to petition the General Assembly on the subject.'[1198]That journal subsequently called on the General Government to stand Featherston down as Land Purchase Commissioner and suggested that he should not, for the time being, have any further communication with Maori. It remarked that 'Evidence can be got up and even manufactured in a variety of ways …'[1199] The observation implied that some sections of the press at least did not repose unqualified confidence in Featherston's willingness to deal fairly or honestly with his opponents. In the event the proposed arbitration did not proceed. Despite the Government's hope that he would accept nomination, Johnston (for sound legal reasons) declined to act for Ngati Kauwhata.[1200]

Threats: real or imagined?

The Ngati Raukawa non-sellers adopted a different tack, insisting that Featherston was trying to intimidate them into accepting the purchase as a *fait accompli.* The original claim was made by Henare Te Herekau: in a letter to T.C. Williams, he alleged that, when at a meeting at Tawhirihoe on 29 June 1867, Featherston threatened to bring down 500 armed men to ensure that the survey of the land that he

[1196] AJHR 1867, G1, p.13. McDonald advised Featherston that Ngati Kauwhata would accept arbitration and nominated Johnston, but refrained from making any comment 'since I fear you would not believe me if I did say anything.' See McDonald to Featherston 29 July 1867, ANZ Wellington ACIA 16195 WP3/22 357.
[1197] Wiriharai Te Angiangi and others to Featherston 24 July 1867, in 'The Manawatu compromise,' *Wanganui Chronicle* 1 August 1867, p.2. See also Wiriharai Te Angiangi and others to the Judge of the Supreme Court at Wellington 24 July 1867, AJHR 1867, A19, p.10.
[1198] 'The Manawatu,' *Wanganui Chronicle* 27 July 1867, p.2.
[1199] Editorial, *Wanganui Chronicle* 1 August 1867, p.2.
[1200] Richmond to Johnston 3 August 1867, AJHR 1867, A19, p.10. Johnston set out his reasons in Johnston to Richmond 7 August 1867, AJHR 1867, A19, pp.10-11.

had bought could proceed. The force would include Ngati Apa, Whanganui, Ngati Kahungunu, Te Paneiri (of Ngai Te Upokoiri), and Rangitane. Ngati Raukawa, Henare Te Herekau added, 'are constantly imperilling themselves by going into the snare set for them by Dr Featherston.'[1201] Featherston flatly rejected the accusation, suggesting rather that Hunia had 'boasted of his intention to muster a force of 500 armed men to cut the inland boundaries of the block,' but that he had vetoed any such movement. Interestingly, he suggested to Native Minister Richmond that 'Henere [*sic*] Te Herekau is … a Missionary teacher, and thoroughly untrustworthy.'[1202] That encouraged Hadfield to secure written statements from Pumipi Te Kaka and Te Moroati, both of whom had attended the meeting at Tawhirihoe: Hadfield concluded that those statements raised questions over the accuracy of Buller's interpretation, while Featherston's denial was 'absolutely contradictory to what several trustworthy Natives affirm they heard from Dr Buller's own lips, while professing to interpret it for Dr Featherston.'[1203]

Buller supported Featherston but then appeared to affirm the reports by indicating that Featherston had told Kawana Hunia that 'he would not send them at present, and that when they did go they would be accompanied by himself and Mr Buller.' Featherston, he added, reminded those at the Rangitikei meeting that by the arrangement entered into at Parewanui, Ngati Apa and their allies would cut the inland boundary without any assistance from Ngati Raukawa.[1204] Unsurprisingly, Hadfield insisted that Buller had substantiated the complaints lodged by Ngati Raukawa. Hadfield also claimed that Kawana Hunia had not been present at the Tawhirihoe meeting.[1205] Through Rolleston, Richmond acknowledged that Featherston's statement had been 'an equivocal one, and much to be regretted. The Government,' he added, 'is now taking means to bring the claims of the Manawatu dissentients before the Lands Court; and under these circumstances it is considered that it would answer no useful end to prolong the discussion of this particular question.'[1206]

[1201] See Octavius Hadfield to Richmond 5 July 1867, AJHR 1867, A19, p.12.
[1202] Featherston to Richmond 13 July 1867, AJHR 1867, A19, p.12.
[1203] Hadfield to Rolleston 1 August 1867, AJHR 1867, A19, p.13. See also statement by Raureti Ngawheua 27 August 1867 and the letters by Paraninhi and others, Heremia Te Tihi, and Topi Te Kauwhara, AJHR 1867, A19, pp.14-15.
[1204] Memorandum by Buller on Hadfield's letter 1 August 1867, AJHR 1867, A19, p.14.
[1205] Hadfield to Rolleston 29 August 1867, AJHR 1867, A16, p.15.
[1206] Rolleston to Hadfield 9 September 1867, AJHR 1867, A19, p.16.

Rolleston's note suggested that Hadfield may have had a point about the quality of Buller's interpretation and may have hinted at a measure of embarrassment. Claim followed counter claim: wherever the truth lay, the contretemps certainly suggested a high level of distrust between the non-sellers and Featherston and Buller, pointed again to the deep antagonism that had developed between Featherston and the missionaries, notably Octavius Hadfield, revealed the suspicions that had enveloped the relationships between sellers and non-sellers, hinted at a long-held conviction among some Ngati Raukawa that the Crown would side with Ngati Apa, and pointed yet again to concern within the General Government over Featherston's handling of the transaction.

Shifting positions

In his April 1867 speech opening the Wellington Provincial Council, Featherston had noted that the rents that he had 'impounded' had still to be returned to the Maori lessors. As noted above, and as Featherston acknowledged, the rents had never been collected.[1207] Perhaps Featherston, while prepared to employ a dispute over rents to advance his desire to acquire the Manawatu lands, was reluctant to be seen accepting any holding fees from what was an illegal activity. It is also possible that he feared the possibility of a legal challenge and thus another complication to bedevil his purchasing ambitions. Towards the end of July 1867, Featherston reported to Native Minister Richmond that Ngati Apa, Rangitane, Ngati Raukawa collectively had requested him to collect the rents owing and to call a meeting of the three iwi to decide upon their distribution.[1208] It would be the end of 1869 before this matter was settled, and then not to the satisfaction of all involved. The reasons for the protracted delay are not entirely clear, although from the outset Featherston had insisted that they would be returned only when the purchase of Rangitikei-Manawatu had been completed, where 'completed' now appeared to mean quiet possession. As representations made by Maori would later make clear, the delays over settling the issue encouraged the sellers to exert further pressure on the non-sellers.

[1207] Featherston to Richmond 27 July 1867, AJHR 1867, A19, pp.6-7.
[1208] Featherston to Richmond 27 July 1867, AJHR 1867, A19, pp.6-7.

During the latter months of 1867, the claim that a 'small party of non-contents' among Ngati Raukawa with their 'insignificant claims' was attempting to frustrate the Crown's peaceful possession of the Manawatu lands gained traction. Those involved, it was claimed, had declined to define their interests or to allow Featherston to do so, or indeed to accept reserve proposals proffered by Featherston. What, ironically, was required was thus some means of compelling the outstanding claimants to prove before an impartial tribunal those portions of the block to which they were fairly entitled. The narrative so assiduously advanced by Featherston and Buller, that the purchase had been completed, that the non-sellers had been treated liberally, and that all owners would, if they had not already, accept that their land had passed to the Crown, appeared increasingly untenable. The irony would not have been lost on the non-sellers: having been told repeatedly by Featherston that a formal investigation of their claims was neither possible nor ever likely to have resolved competing claims to ownership, now it seemed that just such an investigation was possible after all. Nor would it have escaped them that the possibility had been raised not in their interests but in those of the Crown. It had been concluded, the *Taranaki Herald* observed presciently, 'a case of meddle and muddle from the outset, and it will assume shapes and phases before the native title is extinguished. The land remains as it was, but the negotiations have been and will be changed and patched until their only parallel can be found in the historical case of Sir John Cutler's stockings, which were darned and darned again until not one thread was left of the original fabric.'[1209]

Reports thus circulated during September 1867 that efforts would be made to pass an Act that would indeed *compel* the non-sellers to prove their *individual* (rather than tribal or hapu) titles before a special sitting of the Native Land Court. That proposed course was attacked as constituting a form of confiscation. The *Wanganui Chronicle*, long a critic of the transaction, observed that 'we hardly think that such a course is seriously contemplated. That would not help us out of the muddle. Such a thing would simply be a continuation of past unfair legislation …' Moreover, it noted:

[1209] *Wanganui Chronicle.* Cited in 'Manawatu purchase,' *Taranaki Herald* 20 July 1867, p.3. Sir John Cutler (1608?-1693) was a wealthy London merchant who managed to combine a reputation for avarice and petty personal parsimony with a public spirit and considerable benevolence.

> The injustice of such a course will be all the more apparent if we bear in mind that those natives who sold the land, or professed their willingness to sell it, were never asked to prove any individual title. Their tribal title was accepted with facile readiness and there is no reason for, but every reason against, treating one class in a different fashion from the other.[1210]

The journal went on to claim that the transaction had served to render the contesting parties Ngati Raukawa and Featherston, rather than Ngati Apa and Ngati Raukawa. What was now required was a repeal of the exemption and the submission of the whole matter, rather than merely the claims of the non-sellers, to a 'proper tribunal.'[1211] Featherston was hardly likely to have concurred with that proposed course.

Early in September 1867, Matene Te Whiwhi and four others petitioned Parliament. They now claimed that in 1865 they had been informed that Featherston had been given one year in which to complete the purchase of the Rangitikei-Manawatu block. After the expiration of that year, they went on, they understood that the land would be brought within the jurisdiction of the Native Land Court. Their understanding having proved erroneous, the petitioners again pressed to have their lands brought within the Court's jurisdiction, noting that 'We suffer much from want of law.'[1212] Later that same month, the Native Lands Bill was introduced into the House: most of the discussions were held while the House was in Committee and were thus not recorded.[1213] In a short debate on the motion for going into Committee, Carleton (Octavius Hadfield's brother-in-law) cited a letter from Kooro Te One and 73 others dated 7 September 1867 in which they 'called to mind' Parliament's decision in 1865 to the effect that if Featherston did not complete his purchase within one year then 'the clause should be excluded from the Act.' That year had passed, but the clause remained. 'The Assembly,' they claimed, 'forgot all about what they had said in 1865. We are afraid lest such should be the case now. We wish you to be strong, lest we sink under our trouble.' Ngati Kauwhata clearly wished to bring its claims before the Native Land Court.[1214]

[1210] Editorial, *Wanganui Chronicle* 26 September 1867, p.2.
[1211] Editorial, *Wanganui Chronicle* 18 July 1867, p.2.
[1212] AJHR 1867, G1, pp.11-12.
[1213] The press contained few reports of or commentaries upon the Bill.
[1214] NZPD 1867, Part 2, p.1137-1138.

Carleton went on to raise some serious questions over the manner in which signatures to the deed of sale had been collected, implying, at least, that a good many owners had signed 'under duress.' Interestingly, he then added that Featherston and Buller, following Judge Johnston's decision not to act as an arbitrator, were attempting to claim credit for the Government's decision to allow the non-sellers to refer their claims to the Native Land Court.[1215] Native Minister Richmond assured the House that:

> … he had never hesitated to state to the non-contents that however long the decision on that matter [referral] might be postponed – and it might be put off for a long time owing to inter-tribal quarrels – even if it were ten years, their just claims would not lapse; the Government could steadily assure the Natives interested that they need not be afraid whatever might be done with regard to the survey, they would watch over the affair and secure justice to them. The Government had such confidence in the House that they had dared to say so much, notwithstanding the circumstances that excluded that particular claim from the operation of the court. He had assured them that the Assembly could still be relied upon as a Court of Appeal.[1216]

At that point Richmond added, in what practically constituted a *post hoc* vindication of Featherston's conduct, that:

> He … did not think it was right to impute anything wrong to those who were negotiating that purchase. He could not … answer for all they might have said or done, or promised or neglected, but he was desirous of saying that the broad facts of the case justified the Assembly in the course they took in 1862. It was with the view of preserving the peace of a very important district of the Colony that such a course was taken. Whatever might have happened since then there could be no doubt that the main desire of the Superintendent of Wellington had been to preserve the peace. He had acted as agent of the Government, and by his action he carried out their intention. He thought the Assembly would be acting wisely in bringing this remnant of the excluded district within the operation of the Lands Court.[1217]

Section 40 of the Native Lands Act 1867 thus provided that the Governor could, at his discretion, refer to the Native Land Courts claims made to lands within the area covered by the Rangitikei-Manawatu Deed of Cession but only by those Maori who had not signed that Deed. By section 41, lands outside the block as specified in the

[1215] Buller to Ngati Kauwhata 13 September 1867, NZPD 1867, part 2, p.1138.
[1216] NZPD 1867, Part 2, p.1139.
[1217] NZPD 1867, Part 2, p.1139.

Deed were released from the provisions of section 82 of the Native Lands Act 1865. In November 1867, Grey advised the Imperial Government, with reference to the petition forwarded by Ngati Raukawa to the Queen, that by an Act recently passed, (section 40 of the Native Lands Act 1867) those who had withheld their consent from the sale of the block could be referred by the Governor to the Native Land Court and that he had been advised that 'at an early date' he would be asked to approve the necessary document.[1218]

Astonishingly, the *Wellington Independent* claimed that section 40 had been inserted at Featherston's suggestion. The absurdity of the claim appears to have escaped that journal, as it blithely ignored the fact that it had been Featherston who had secured the exemption of the block from an investigation by the Native Land Court in the first place. Now, apparently unable to overcome the opposition the transaction had generated, he had turned to the Native Land Court in the hope that it would solve the problems his policies had generated.[1219] The journal went on to add that 'We have now … the remedy…'[1220] Whanganui's *Evening Herald* suggested that Featherston needed the support of the General Government to resolve the impasse and thus salvage a reputation that was increasingly seen to depend upon the successful completion of the transaction.[1221] The fact was that, although the right to have their claims heard before the Native Land Court had belatedly been created for a small group of claimants, that right nevertheless carried with it the risk that the Court might find in favour of Ngati Raukawa. In turn, that raised for the Wellington Provincial Government the risk that the entire Rangitikei-Manawatu transaction could be called into question and over-turned. The financial implications for an already finanically embarrassed government were of the utmost seriousness.

'Unjust and shameful treatment'?

Those opposed to the Rangitikei-Manawatu transaction were not slow to attack the provisions of the Native Lands Act 1867. Those who had driven away the original

[1218] Grey to Buckingham, 4 November 1867, AJHR 1868, A1, p.8.
[1219] Editorial, *Wanganui Chronicle* 18 January 1868, p.2.
[1220] Untitled, *Wellington Independent* 26 October 1867, p.4.
[1221] Untitled, *Evening Herald,* 14 October 1867, p.2.

possessors of the land, who had never forfeited their rights, and who had remained peaceable throughout the wars, were being told, it was now claimed, that all they could hope for was 'an impossibility, namely, an individual right,' and that even a claim of that nature could not be brought before a Court without the special direction of the Governor.[1222] Others pointed to what appeared to be major inconsistencies in the treatment of Ngati Raukawa and other conquering tribes. Thus, early in January 1868, the *Daily Southern Cross* noted that Ngati Kauwhata had been told that it had not been in possession of Maungatautari in 1840 and therefore had no claim, the land having passed to the conquerors: but the iwi was also being told that while it was in 1840 in possession by right of conquest of the Manawatu lands it still had no claim. Thus, the journal concluded, the iwi was being told that 'Because you were conquerors you shall be stripped of Manawatu; and because you were conquered, you shall be excluded from the Upper Waikato.' It likened the iwi to Clan Gregor of Scotland.[1223] In the wake of the great meeting of Maori at Tokangamutu early in 1868, the same journal suggested that while apparently most Maori were disposed towards peace, yet the acquisition of the Rangitikei-Manawatu block remained of concern and wondered whether the Manawatu could constitute:

> … the live coal which may kindle a fire and overspread the whole island. Better far to do without land for settlement, than acquire it on such terms and at such a risk. If the land had been passed through the Native Land Court in the regular way, there could have been nothing to complain of; but the natives who hold it by right of conquest have been most unjustly and shamefully treated.[1224]

'Unjust and shameful treatment' was the major allegation advanced by T.C Williams in his pamphlet, *The Manawatu purchase completed or the Treaty of Waitangi broken.*[1225] Published in London, the pamphlet was available in New Zealand early in 1868, and copies were sent to the Governor, every Member of Parliament, and to

[1222] 'Government game,' *Daily Southern Cross* 1 January 1868, p.3. See also 'Fast and loose,' *Daily Southern Cross* 14 January 1868, p.4.
[1223] 'The Manawatu purchase,' *Daily Southern Cross* 6 January 1868, p.4. Clan Gregor participated in the Jacobite uprising and was defeated in 1746 at the Battle of Littleferry. The persecution of the clan continued until 1774. For the Native Land Court's ruling, issued on 5 September 1884, see AJHR 1885, G3, p.7. That report carried an Appendix dealing with 'alleged occupation by Raukawa' of Maungatautari.
[1224] Untitled, *Daily Southern Cross* 15 February 1868, p.3.
[1225] Thomas Coldham Williams was a son of the missionary Henry Williams and Marianne Coldham, born Paihia 1825, died Auckland 1912, one-time owner of the Brancepeth, Annedale, and Landsdowne estates in the Wairarapa.

newspapers throughout the colony. Prominent in the publication was Hadfield's narrative. When he arrived in the district in 1839, he wrote:

> Ngatiraukawa were then in undisputed possession of the district. They also asserted claims to land on the north side of Rangitikei, but, as they were at war with another tribe to the southward … I do not recollect seeing them located on that side. The previous owners, Ngatiapa, had been conquered by them, and were held in a state of subjection, some being actually in slavery at Otaki and Kapiti; others resided on the land as serfs … They had ceased to be a tribe; they had no organisation – no rights. Even that portion of the tribe which lived between Rangitikei and Whanganui was in a state of degradation … There would have been no room for questioning the title of Ngatiraukawa. There was no one to question it; it was a self-evident fact that they were in undisturbed occupation. They have never ceased to occupy and hold possession.[1226]

At the time of the Rangitikei-Turakina sale, Hadfield went on, Ngati Apa tried to lay claim the lands south of the river by erecting a hut: that was promptly destroyed by Te Rangihaeata and the claim was crushed in the bud. But further, 'when Ngati Raukawa, in 1849, consented to forego all claim the North side of Rangitikei, they distinctly and emphatically, in the presence of the Land Purchase Commissioner and others, re-asserted their title to the South side, and their determination to retain it.' Hadfield acknowledged that there was one vulnerable aspect of the iwi's claim, namely, that Ngati Raukawa had allowed some Ngati Apa to return and reside near Nepia Taratoa, the latter also allowing them to receive some of the rents from illegally leased lands. Hadfield claimed that, upon adopting Christianity, Ngati Raukawa released its slaves, some continued to reside with their 'former masters,' some intermarried with Ngati Raukawa and were treated as equals 'but without any thought of their being … reinstated in their former possessions. There were one or two attempts made about the year 1855 to regain a footing there, but these were instantly stopped.' Hadfield went on to record that during the Taranaki War, an anxious Nepia Taratoa invited back some of his old slaves (mostly Kingites) and to secure their services promised to let some of his lands and pay them with the money derived from the rents. That had been a temporary arrangement and one that Nepia Taratoa had reached without the sanction of his tribe. It was also an arrangement that 'could not possibly be construed into a formal transfer of the land.'

[1226] Untitled, *Evening Herald* 16 February 1874, p.2.

It was in the wake of Nepia Taratoa's death, Hadfield continued, that Ngati Apa began to assert its claims more vigorously. Such assertion, together with rumours that the Government might recognise Ngati Apa's claim, induced Ngati Raukawa, early in 1863, to remove cattle and sheep 'supposed to be there on the authority of Ngati Apa, and also to occupy and cultivate land close to the Rangitikei river.' Hadfield suggested that little more would have been heard of Ngati Apa's claims had not Featherston secured the position of Land Purchase Commissioner. Ngati Raukawa, continued Hadfield, agreed to arbitration, but Ngati Apa, 'knowing full well that their claim … would not hold good, but must prove untenable …' refused. Instead, Ngati Apa handed over its 'supposed rights' to Featherston, but whether as Superintendent, Land Purchase Commissioner, or arbitrator was unclear. In Hadfield's judgement, Featherston sided with Ngati Apa, while Ngati Raukawa, so long as Ngati Apa's claim was acknowledged, steadfastly opposed any sale. As for the rents, since the Land Purchase Ordinance remained in force, any payment would have been illegal and hence Featherston's instruction to runholders not to pay rent: his claim that he 'impounded' the rents was never true. That action was perceived by Ngati Raukawa as an effort to coerce them into selling, but in fact served to reinforce the iwi's determination not to comply.

In short, Hadfield suggested that Featherston had chosen to intervene in and exploit a passing dispute and as a result had reinforced Ngati Raukawa's aversion to selling land where it might otherwise have been open to negotiations. Indeed, he described as 'ridiculous' Featherston's claims that he had acted to avert an inter-tribal war. 'To suppose it possible for the miserable remnant of the Ngatiapa to have ever seriously contemplated war with their old conquerors, is an opinion that could only have been entertained by those wholly unacquainted with the relative numbers and antecedents of the two parties.' Featherston's claims served to heighten anxiety that he was trying to foment conflict as a pretext for confiscation. Ngati Raukawa proved alert to that ploy and hence carefully avoided engaging in any act that might cause the Government to charge them with acting illegally. According to Hadfield, Ngati Raukawa remained 'staunch in their support of the Government all through the war,'

while the Kingite Kawana Hunia 'strutted' about uttering 'unrebuked threats of war.'[1227]

Hadfield's strongly worded account generated considerable anger among Featherston's supporters and a good deal of unease among his opponents.[1228] The continued protests of the non-sellers plainly gave lie to the frequent claims made that the purchase had been completed**,** that substantial justice had been done to all involved, that most Maori were satisfied and that the remainder would gradually 'fall in.' Suggestions emerged that, whether unintentionally or not, the public had been deceived and the wish to conclude the transaction had been father to the thought. Williams's efforts thus attracted some bitter criticism: the *Wellington Independent* accused him of being a 'disappointed land shark' and published a letter from Ihakara Tukumaru to support its allegation.[1229] The *Wanganui Times* described the publication as 'positively disloyal and seditious.'[1230] Williams did not let such charges pass unnoticed or unchallenged.[1231] In fact his main purpose had been to call for an independent investigation by 'British commissioners.'[1232] In a letter published in the *Wellington Independent* in mid-February 1868 he set out the essence of his case:

> … the Manawatu was sold by a majority, but of whom does that majority consist. It is not the majority of a hapu who sold the property of the hapu – not the majority of a tribe that sold the property of the tribe – but a majority of tribes having no title whatever to the land who sold the property of certain hapus of another tribe who were unwilling to sell. The Manawatu country was excepted from the operation of the Native Lands Act; it had to be purchased to meet the requirements of the 'Land Orders and Scrip Act, 1858.' Had the Ngatiraukawa tribe offered the land for sale to the Government with the one condition added, that not one sixpence of the purchase money should be paid to any other tribe or tribes, there is no doubt the Commissioner would have seen his way clear to purchase the land from Ngatiraukawa, but Ngatiraukawa being indisposed to sell just then, the Land Commissioner collected together

[1227] Untitled, *Evening Herald* 16 February 1874, p.2.
[1228] For an interesting review, see '"The Manawatu purchase completed, or the Treaty of Waitangi broken,' *Hawke's Bay Weekly Times* 14 October 1867, p.325.
[1229] Editorial, *Wellington Independent* 5 March 1866, p.3. See also 'Memoranda of the month,' *Wellington Independent,* 7 March 1868, p.3, and 'Thos C. Williams again,' *Wellington Independent* 7 March 1868, p.9. Williams responded to some of the allegations by way of a letter that appeared as an advertisement in the *Evening Post* 25 February1868, pp.2-3.
[1230] See 'Advertisement,' *Wanganui Chronicle* 4 February 1868, p.2.
[1231] See, for example, 'To the editor of the *Evening Post*,' *Evening Post* 24 February 1868, p.2.
[1232] 'The Manawatu purchase,' *Wellington Independent* 13 February 1868, p.4.

> some six tribes … tells them the country (he wishes to buy) is all fighting ground and that the only possible means of preventing bloodshed – 'an intertribal war'- is that they should sell the whole of the land to the Queen. To this five tribes, having no title, agree, and a portion of the sixth tribe, only a few of whom had any title to the land, agree. The great majority, nearly all of the real owners, disagree. The land is accordingly accepted on behalf of her Majesty, and the money paid to the Maoris.[1233]

In short, the Manawatu purchase was no less a 'Brummagen' purchase than the Waitara acquisition had been. That was sufficient for the *Wellington Independent* to decide that it would not accept any further correspondence calculated, in its view, 'to prejudice the public mind.' Somewhat astonishingly, it then claimed that had it found that the Government was attempting to stifle inquiry into the merits of the Manawatu purchase then it would have encouraged discussion. That such was not the case was evident in the forthcoming hearing in the Native Land Court, blithely ignoring the fact that at Featherston's instigation the possibility of such a hearing had been blocked in 1862 and again in 1865. Now the implied claim was that, far from discouraging Ngati Raukawa claimants to pursue their claims through the Native Land Court, it was Featherston who had ensured that the dissentients would have that long-sought opportunity. Now the *Wellington Independent* insisted, 'Let impartial judges decide what the dissentients' claims are really worth, and define their extent, and let the decision, whatever it is, be final and conclusive.'[1234] Simultaneously, it claimed that Ngati Apa was as much in possession of the land as Ngati Raukawa; that Ngati Apa had been receiving from the runholders an equal share of the rents; that if Featherston had been disposed to purchase from one tribe to the exclusion of all others then Ngati Apa, 'backed by their allies, could have readily given him actual possession of the block against all comers;' and that some 400 of Ngati Raukawa had signed the deed of cession, including all the 'leading chiefs.'[1235]

Significantly, in advance of the hearing, the *Wellington Independent* was keen to contradict a claim by Hadfield that the 'danger' of an inter-tribal war over the Rangitikei-Manawatu block had been exaggerated. It elected to defend Featherston against the implied charge of gross misrepresentation and to do so by relying on Featherston's own reports. In support of its position, it cited a letter from Hadfield to

[1233] 'The Manawatu purchase,' *Wellington Independent* 13 February 1868, p.4.
[1234] 'The Manawatu purchase,' *Wellington Independent* 15 February 1868, p.5.
[1235] 'The Manawatu purchase,' *Wellington Independent* 15 February 1868, p.5.

Fox dated 12 November 1863 in which he referred to the 'what looked like the beginning of hostilities at Rangitikei.' Hadfield had gone on to note that 'I found considerable soreness in the minds of loyal natives on account of no notice having been taken of a proposal forwarded by Mr Buller to the Government for some investigation of the dispute.'[1236] It is noteworthy that Hadfield did not touch upon even the proximate genesis of the dispute, cited government inaction as a contributory factor, and recorded that Ngati Raukawa had agreed to his proposal for arbitration. There was little in Hadfield's observations to suggest that he considered that an outbreak of war had been imminent.

The first Himatangi hearing, March-April 1868

In March 1868 Parakaia Te Pouepa and others of Ngati Raukau, Ngati Te Ao, and Ngati Turanga, applied for a certificate of title in respect of 11,500 acres, the Himatangi block at the confluence of the Oroua and Manawatu Rivers, that is, within the Rangitikei-Manawatu block. The applicants were represented by T.C. Williams, and the Crown by William Fox, the latter appearing, in effect, to defend Ngati Apa's now former traditional interests in the block.

The claims

The proceedings opened before Judges T.H. Smith, J. Rogan, and W.B. White and Maori assessors Ropata Ngarongomate and Matai Pene Taui in Otaki on 11 March 1868. Thomas Williams appeared for the claimants Parakaia Te Pouepa and 26 others of Ngati Rakau, Ngati Te Ao, and Ngati Turanga, and the Crown by William Fox: the appearance of the Crown had been made necessary by the fact that it had purchased the interests of other iwi, while Fox's presence hinted at the importance that the Crown attached to the case and its outcome and the possible implications for its purchase of the larger Rangitikei-Manawatu block.[1237] Parakaia's claim was one of 11 lodged: adjudged to have the best prospect of success, it was brought to the front of

[1236] 'Thos C. Williams again,' *Wellington Independent* 7 March 1868, p.9.
[1237] Boast and Gilling claimed that Fox played 'a partisan role in supporting the claims of Ngati Apa …' See Boast and Gilling, 'Ngati Toa lands report 2,' p.50.

the queue. In the event that Parakaia succeeded in his claim, it was widely expected that other claims would follow, 'affecting a very large part if not the whole of the block for which £25,000 has actually been paid to persons who are now alleged to have no claim whatsoever to the land.'[1238] Perhaps it was for that reason that Fox, responding, it appears, to Featherston's aversion to the investigation, endeavoured to have the case dismissed on the grounds of 'vagueness.' Native Minister Richmond made it very clear to Featherston – who could not have misunderstood the implications – that:

> … sect 17 of the Native Lands Act 1867 distinctly recognises this sort of representative claim as within the class of claims by 'persons.' Independently however of any technical question the Government are bound in fulfilment of the plain intention of the legislature to secure for all claimants a full hearing without formal impediment on the part of the Crown … The Government are necessarily and expressly pledged to have all claims treated on their merits. To impede any claim would add strength to disloyal suspicions throughout the Island, without saving us from local excitement. The Government therefore request that Counsel may be instructed to rely on broad considerations and not to allow any smaller or semi-technical difficulties to postpone a decision by the Court which the quiet of the country requires should be arrived at without delay.[1239]

The case for the claimants

The case for the claimants rested essentially on claims of pre-annexation conquest followed by actual and continuous occupation, that Ngati Raukawa, following Ngati Toa's conquest, occupied the lands up to and beyond the northern bank of the Rangitikei River, while any Ngati Apa living south of that river remained, allegedly, 'in a state of captivity.' It was Matene Te Whiwhi who set out the region's pre-annexation history, noting that 'Ngatitoa thought to give the land as far as Whangaehu to Ngati Raukawa because of the murder of Te Pou by Muaupoko at Ohau;' that the Raukawa heke had forced the original iwi to flee to the Wairarapa where they were attacked by Ngati Kahungunu and forced to scatter to Rangitikei, Whanganui and into

[1238] Editorial, *Press* 24 March 1868, p.2.
[1239] Richmond to Featherston 11 March 1868, ANZ Wellington MA 13/73b.

Taranaki; and that some sought the protection of Te Rangiaheata thereby rendering themselves his 'dependent.'[1240]

Parakaia Te Pouepa stressed the invitation extended to Ngati Raukawa by Te Rauparaha to come and occupy the land from Porirua to Turakina; recited the defeats of Ngati Apa, Rangitane, and Muaupoko at the end of the 1820s; noted that Ngati Raukawa had apportioned the lands among themselves; and that Ngati Raukawa had allowed Ngati Apa to live under its protection; and insisted that such rights as Ngati Apa possessed it exercised under the authority of Ngati Raukawa.[1241] He also suggested that Ngati Apa's scorn for Ngati Raukawa had emerged after the advent of Christianity in the region. Evidence was also tendered that during the 1850s as lands were being leased, Ngati Raukawa had driven off sheep belonging to those who had failed to secure its permission to depasture.

In the course of cross-examination by Fox, Parakaia Te Pouepa acknowledged that in 1840 Ngati Apa had cultivations, settlements, and eel-catching places on the Manawatu lands, but insisted that 'they were not permanently settled.' He also attested that in case of conquest, those who were not reduced to slavery did not lose mana over the land, but that if the conquerors took actual possession of the conquered land and lived upon it the vanquished tribe would have no mana. He reiterated Ngati Raukawa's claim that it had consented to the sale of Rangitikei-Turakina but 'They did not consent to give up any land on this side.' Clearly realising the potential import of Parakaia's evidence, Williams had him reaffirm that in 1840 Ngati Raukawa had a pa on the south side of the Rangitikei that it occupied jointly with Ngati Toa. Parakaia also affirmed that the mana over the land rested with Ngati Raukawa even though Ngati Apa were living among them, the implication being that that Ngati Apa had not been able to expel the invaders and that either Ngati Raukawa had been unable to expel Ngati Apa or had chosen to let them remain on the Manawatu lands.

Hoani Meihana Te Rangiotu (Ngati Te Rangitepaia) insisted that in 1840 Ngati Raukawa had the mana over the land. 'It is true that Muaupoko had no mana over the land at that time – Ngati Apa – same. Ngati Kahungunu had no title at that time –

[1240] Native Land Court, Otaki Minute Book 1C, pp.197-199.
[1241] Native Land Court, Otaki Minute Book 1C, pp.201-202.

Whanganui and Nga Rauru tribes had no mana or tikanga over the land in 1840 – Rangitane same.'[1242] In response to Fox, he indicated that he heard that Ngati Apa and Ngati Raukawa lived together at Pukepuke prior to 1840, and that Ngati Apa caught eels at Kaikokopu and at Oahuru. On the matter of mana, he claimed to derive his mana 'from the Ngatiraukawa on the introduction of Christianity. My "mana" was of an inferior degree to that of Ngatiraukawa. All the Rangitane had "mana" restored to them through the kindness of Ngatiraukawa.' He also affirmed that Ngati Apa's eeling was 'by permission of the Ngatiraukawa.'[1243]

Octavius Hadfield claimed that 'Ngati Raukawa was the only tribe acknowledged to be in possession of this part of the country, from Kukutauaki … up to Turakina.' He conceded that he had 'never communicated with any but Ngati Raukawa.'[1244] Samuel Williams testified that he had been present at 'some' of the discussions involving the Rangitikei-Turakina block. At the beginning of the negotiations, McLean sought his assistance to secure 'the assent of the Ngati Raukawa and the Ngati Toa …' Te Rauparaha, he recalled, expressed sufficient displeasure that McLean found it necessary to assure him that he had come to consult and that 'he had no intention of buying it without their consent.' Williams claimed that he advised Te Rauparaha to 'shew consideration to the conquered tribes living on the land and that they should consent to the sale of a portion of the country …' It was only after considerable discussion that Maori reached an agreement to allow sale, initially of the land between the Whangaehu and Turakina Rivers but subsequently as far as the Rangitikei River. Williams did not attend the meeting involving Ngati Apa, Ngati Raukawa, and McLean, but recorded Ngati Raukawa as having informed him that the land to the north of the river had been 'given' to Ngati Apa, that the iwi intended to retain the lands lying to the south, and that they had suggested to Ngati Apa that sale would lead them into poverty – 'You may then be glad to come to us who have kept our lands for means of support, you will then see it would have been wise to keep the land.' Williams recorded that 'Mr McLean's admission and assertion of Ngati Raukawa led me to form an opinion that Ngati Raukawa held the "mana" …' while Ngati Raukawa retained the mana of the lands to the south, something that Ngati Toa

[1242] Native Land Court, Otaki Minute Book 1C, pp.222-223
[1243] Untitled, *Wellington Independent* 17 March 1868, p.4.
[1244] Native Land Court, Otaki Minute Book 1C, pp.211-220.

acknowledged and accepted. Further, Ngati Raukawa had no intention of selling those lands, while neither Rangitane nor Muaupoko 'would have had no hearing on the question,' and that Te Rangihaeata and Te Rauparaha, 'out of respect for me,' did not interfere. He also added that he did not believe that Ngati Apa 'were debarred from occupying or sharing,' presumably the lands lying to the south of the Rangitikei River.[1245]

The case for the Crown

In an opening address, described by the *Wellington Independent* as 'a clear and succinct narrative … [and] a model of its kind …' Fox set out the Crown's case in short compass, namely, that the claimants had not acquired rights over the land in question by conquest, that the original inhabitants had never been dispossessed but had remained the rightful owners up to its cession to the Crown, and that, in any case, the claimants had only ever occupied a small portion of the block.[1246] Fox also laid out his approach and strategy in his opening address. 'The witnesses whom I shall bring before the Court,' he claimed, 'will not be a few "tutua" or common men of one tribe, nor even a picked body of carefully-trained office-bearers in the Church; but they will be almost without exception the great leading chiefs of the several tribes on the West Coast …' Those men, he continued, had taken an active part in the pre-annexation wars and were 'familiar with all the land titles of their respective tribes.' Those witnesses would include men from Ngati Toa, notably Tamihana Te Rauparaha. Claiming that a great deal about the region's past had been distorted and misrepresented, he insisted that he would present an alternative view, dealing first with the 'Ngatitoa invasion' of c.1825, in which he would emphasise the 'reconciliation' between the invaders and Ngati Apa; and, second, the 'second invasion,' or more accurately migration involving Ngati Toa, c.1826, the welcome afforded by Ngati Apa, the unsuccessful challenge mounted by Muaupoko and Rangitane, and the subsequent conflicts between Ngati Apa, Rangitane, and Ngati Kahungunu, on the one side, Ngati Toa and Te Ati Awa, on the other.

[1245] Native Land Court, Otaki Minute Book 1C, pp.227-231 and 249-252. See also Untitled, *Wellington Independent* 17 March 1868, p.4.
[1246] Untitled, *Wellington Independent* 31 March 1868, p.3.

Fox proposed then to turn his attention to the arrival of Ngati Raukawa: he would demonstrate, he claimed, that the iwi, following its defeat at the hands of Ngati Kahungunu and its retreat to Maungatautari, decided to seek Te Rauparaha's 'protection.' Fox then touched upon the core of his case, namely, that Ngati Raukawa and the resident iwi reached an accord, the former occupying the Horowhenua, Ngati Apa remaining on its land between the Manawatu and Rangitikei Rivers, and indeed the latter, together with Rangitane and Muaupoko remaining on the lands of their ancestors. In short, the arrival of the iwi from the north had not resulted in the vanquishment, enslavement, or dispossession of the resident iwi. That Ngati Raukawa eventually attained what Fox termed 'an independent position,' he attributed to the invasion of 'the united tribes' (Te Ati Awa, Ngati Ruanui, Taranaki, Puketapu, Ngarauru, Ngati Tama, Ngati Mutunga and others) about 1836 on which occasion Ngati Apa joined with Ngati Raukawa and Ngati Toa to defeat the new arrivals in three major battles, including that at Haowhenua.

Interestingly, at that point Fox claimed that Ngati Raukawa and Ngati Apa both regained any mana they may have lost as a result of past events and Ngati Toa's paramountcy. Having repelled the invasion of the 'united tribes,' Ngati Raukawa, specifically Nepia Taratoa, moved north into the Manawatu lands where they enjoyed the protection of Te Hakeke. About 1836, Ngati Apa also welcomed Ngati Kauwhata to Oroua. The evidence, he claimed, would demonstrate that in 1840 and thereafter, Ngati Apa enjoyed 'tribal and territorial independence,' as evidenced by its signing of the Treaty of Waitangi. He rejected claims that in 1849 at the time of the Rangitikei-Turakina transaction Ngati Apa and Ngati Raukawa reached an agreement under which the latter agreed to allow the sale of that block, and cited McLean as to the interests Ngati Apa retained in the land lying to the south of the Rangitikei River. He touched on the matter of the leases, although suggested they did not constitute 'an altogether safe or reliable test of ownership,' and dealt at greater length with the Himatangi claim. He suggested that Ngati Raukawa first moved into the area around 1841 to engage in flax cutting, a move that Ngati Apa under Matene Te Matuku resisted, although about 1844 Ngati Raukawa (Ngati Rakau and Te Patukohuru) commenced to cultivate on a small scale along the northern banks of the Manawatu River. Fox acknowledged that those two hapu of Ngati Raukawa and Ngati Kauwhata

did exercise what he termed 'certain undefined rights over the inland portion' of the Himatangi Block, rights he characterised as those of 'commonage.' Both Ngati Apa and Rangitane continued to exercise acts of ownership over Himatangi. Finally, Fox announced with great (affected?) indignation an act of perjury on the part of Parakaia, namely, that whereas he claimed that only he and his hapu had any claim to Himatangi, in his earlier testimony to the Supreme Court he had declared that Himatangi belonged jointly in equal shares to himself and Nepia Taratoa.[1247]

Fox called several Ngati Toa witnesses. They carefully noted that it was Ngati Toa and not Ngati Raukawa that had overall authority over the region. Tamihana Te Rauparaha stressed the continuing mana of Ngati Toa over the entirety of the area and claimed that Te Rauparaha had set Ngati Apa's boundary as far south as the Manawatu River. Those of Ngati Raukawa living north of that river he described as 'mokais' of Ngati Apa, adding that 'Ngatikauwhata were living as "mokais' and Nepia and Parewahawaha were living as "mokai' – all the people occupying are doing so as "mokais."'[1248] Nopera Te Ngiha, also of Ngati Toa, claimed that Ngati Raukawa had fled northwards following their defeat at Haowhenua and Kuititanga, and that in 1840 Ngati Apa had full mana over the land, although curiously he cited the sale of Rangitikei-Turakina as evidence. Tamaihengia similarly claimed that Ngati Raukawa had not occupied lands to the north of the Manawatu River until the 1830s, but that the occupation had been peaceful. He also insisted that Te Rauparaha had allocated land to Ngati Raukawa only as far as Poroutawhao, that is, south of the Manawatu River. Further, he claimed that Ngati Apa had maintained its occupation of the Rangitikei-Manawatu lands.[1249] Essentially Ngati Toa claimed mana over the entire region, that the lands had been allocated by Te Rauparaha, and that those allocated to Ngati Raukawa stretched only to the Manawatu River.

For Ngati Apa, Matene Te Matuku claimed full rights over Himatanga from earliest times, although he acknowledged (under cross-examination) that 'Parakaia's fire is and has been burning on the bank of the Manawatu,' and that Raukawa had received the pastoral rents and allocated him a small portion. When asked how Nepia Taratoa

[1247] *The Rangitikei-Manawatu purchase. Speeches of William Fox, Counsel for the Crown, before the Native Lands Court at Otaki, March and April 1868*, Wellington: William Lyon, 1868, pp.5-11.
[1248] Native Land Court, Otaki Minute Book 1C, pp.384-391.
[1249] Native Land Court, Otaki Minute Book 1D, pp.399-403.

could manage leases that he himself claimed, he conceded that Nepia had stood on the boundary at Omarupapako and allocated the Manawatu lands to Raukawa and the Rangitikei lands to Ngati Apa.[1250] Nepia Taratoa appeared to possess standing and authority rather greater than had been acknowledged.

Kawana Hunia offered a long account of the history of the West Coast from Te Rauparaha's invasion onwards to the Battle of Haowhenua, and claimed, essentially, that it had been Te Hakeke (who had led the Ngati Apa contingent in that battle) who had invited Nepia Taratoa to settle between the rivers. What is of some interest was Hunia's recitation of Turangapito's anger at the arrival of Ngati Raukawa at Reureu, saying 'Let us crush him while he is in our power, lest he increase in power – lest his number be strengthened on our land.' According to Hunia, it was Te Hakeke who stayed Turangapito's hand. Hunia also gave a detailed account of all the leases negotiated over land in the Rangitikei-Manawatu block, 'proving that in almost every case the Ngati Apa were the first and principal lessors.'[1251]

Peeti Te Aweawe claimed that after the Battle of Haowhenua 'some of the Ngati Raukawa retired to the Rangitikei, and settled down among us … I located Te Whata and Te Whetu at the Oroua. This was because we had been fighting side by side at Haowhenua. The Rangitane at that time enjoyed their full independence. Te Whetu and Te Whata enjoyed mana over the land pointed out to them by Tiweta and Te Aweawe.'[1252]

Fox relied principally upon Amos Burr to support his Ngati Apa and Rangitane witnesses by demonstrating that Ngati Apa had been in possession of and held mana over the Manawatu lands in 1840. Burr attested that 'the Ngatiapa claimed and were in possession of [the] country between Rangitikei and Manawatu,' but qualified that by adding 'especially at fishing places on the coast;' that Ngati Apa was not in any sense in a state of subjection to Ngati Raukawa; that (citing Nepia Taratoa) the boundary between Ngati Apa and Ngati Raukawa lay at Omarupapako; that (again citing Nepia Taratoa) Ngati Raukawa and Ngati Kauwhata lived at Rangitikei and

[1250] Native Land Court, Otaki Minute Book 1D, pp.427-428.
[1251] 'The Manawatu purchase,' *Wellington Independent* 9 April 1868, p.4.
[1252] Native Land Court, Otaki Minute Book 1D, pp.

Oroua with the permission of Ngati Apa; that Ngati Apa's withdrawal to the north side of the Rangitikei had been to gather closer to their missionary (Richard Taylor); that the pastoral leases were not a true test of the ownership of the lands involved; and that 'If anyone were to say that Ngatiraukawa were in possession of all the country from Kukutauaki to Turakina I should say that was absurd.' Burr also conceded that he had seen in 1841, just one Ngati Apa pa, that near the mouth of the Rangitikei River, although he understood that the iwi also had a pa at Puketotara. Interestingly, Burr claimed that Te Hakeke had given permission to Ngati Raukawa to occupy land in the Rangitikei-Manawatu area.[1253] That Ngati Apa, according to his testimony, had largely moved away from its ancestral lands and, willingly or otherwise, allowed others to occupy them was a matter on which Burr chose not to comment.

Burr, who acknowledged having acquired most of his information from Nepia Taratoa, also claimed to have been present when more than half of the leases were negotiated for land between the two rivers, but then suggested that he was 'convinced that the granting of a lease is not conclusive proof of the ownership of the parties letting.' Much of his evidence was hearsay, as he himself conceded. He also conceded to being hazy about dates, at one point dating the Battle of Kuititanga to about September 1840 and at another to January 1840. He even seemed uncertain about the date of his own arrival in the district and indeed the date on which he began the ferry service across the Manawatu River. Further, he acknowledged that he did not travel all over the Manawatu and Oroua in 1841, while claiming to have heard nothing about the Treaty of Waitangi. That Ngati Raukawa did not live at Rangitikei, he attested, was 'because they were afraid of Ngatiapa who had obtained guns – the Ngatiraukawa were never were at Rangitikei:' that claim came moments after he had described Nepia Taratoa's settlement and cultivations at Rangitikei (opposite Parewanui), which settlement, he suggested, could have pre-dated Kuititanga. He then added that he had 'heard that Ngatiraukawa came there [Rangitikei] and put themselves under protection of Rauparaha …' He also acknowledged that he had not seen any permanent Ngati Apa settlements on the block beyond that at or near the south side of the mouth of the Rangitikei River.

[1253] For Burr's evidence, see Native Land Court, Otaki Minute Book 1D, pp.473-485.

Fox spent considerable time on the pastoral leases, relying on the evidence of three Ngati Apa witnesses, principally Ratana Ngahina. The impression was generated that Ngati Apa had been largely responsible for arranging the leases, receiving the rents, and making some payments to Ngati Raukawa. Fox chose not to raise the obvious question: had Ngati Apa exercised such control why did the iwi apparently seek (as contemporary reports suggested) to foment trouble over the rents?[1254] At that critical juncture Fox terminated his examination, claiming that the evidence had covered the period down to the moment at which Featherston was called on by the Government to intervene. It is possible Fox was not keen to have Ratana Ngahina cross-examined on the genesis of the dispute.

Featherson's evidence was of particular interest. He claimed that at the end of 1863 he was 'requested' to go to Rangitikei to try to settle the matters in dispute and that 'subsequently' he was appointed land purchase commissioner. He insisted that he had not read any of McLean's correspondence or reports relating to the Rangitikei-Turakina transaction. When cross-examined by Williams, Featherston could not remember whether he was a land purchase commissioner when he 'went up' to the Rangitikei, but affirmed that he had subsequently been appointed to that role. Featherston's vagueness seems a little odd, given the immense satisfaction to which appointment in 1862 had given rise. It was almost as if he were trying to draw some distinction between his roles as peacemaker and land purchaser. He certainly recalled his appointment as land purchase commissioner, noting that it post-dated his visit to the Rangitikei early in 1864: in fact Featherston's appointment as 'Commissioner for the purchase of lands from the Natives within the Manawatu Block as defined in the schedule of the "'Native Lands Act 1862"' was dated 15 July 1865.[1255]

Featherston went on to disclaim any knowledge of Ngati Raukawa's having assented to the sale of Rangitikei-Turakina subject to their retaining the south side. He also claimed that while Ngati Raukawa had proposed arbitration 'as to the title of the land' the iwi had made it clear that it would not accept an adverse decision. He did not explain precisely what he thought Ngati Raukawa meant by 'arbitration,' but it was at least possible that the iwi, at that stage unaware of the exclusion of the Manawatu

[1254] 'The Manawatu purchase,' *Wellington Independent* 23 April 1868, p.5.
[1255] ANZ Wellington AEBE 18507 LE1/49 1866/112.

lands, was proposing investigation by the Native Land Court. Quite why it would have proposed 'arbitration' when it was apparently not disposed to accept the outcome, Featherston did not say. What he did say was that all involved had agreed to his 'impounding' the rents and that the monies 'were to be paid when the whole question of the purchase should be settled.' That claim sat uneasily alongside his further claim that 'I had no instructions from the Minister as to the purchase of the land – my instructions were to endeavour to settle the dispute.'

Featherston attested that he had investigated the title to Rangitikei-Manawatu 'as far as it could be investigated and heard the same history as has been told in this court …' Nevertheless, he was unaware of when Ngati Raukawa began to cultivate on the block and unaware of when Ngati Apa had ceased to do so. Interestingly, he claimed to have visited every settlement on the block 'repeatedly' and 'repeatedly met all the dissentients,' but professed not to know of Ngati Rakau and could not recall Nepia Taratoa. He denied any knowledge of Te Ahutuaranga having been sold with the permission of Ngati Raukawa. 'The negotiations were all settled before I had anything to do with it – I had only to pay the money – I don't think I have read Searancke's reports – there was no necessity.' As for the pre-annexation history of the district, Featherston seemed clear that Ngati Toa had defeated Ngati Apa and Rangitane, Ngati Apa admitting Ngati Toa's title at his first meeting with them. Further, 'Ngati Apa agreed that Ngatiawa should join in sale and receive part of money – all the tribe were admitted by the Ngati Apa – that land was Ngati Apa's by inheritance – they never were dispossessed of it – Ngati Raukawa were in occupation … by the sufferance [*sic*] of Ngati Apa …'

Finally, Featherston acknowledged that, during the hui at Te Takapu, Ngati Raukawa had proposed a survey of the block as a preliminary step towards a full title investigation. He then insisted that Ngati Apa, armed and well supplied with ammunition and 'their position … thus improved,' would not have tolerated any survey, even one ordered by the government. That was a strange admission from someone who at the outset of the dispute over rents had advised the disputants that the government would not tolerate any violence or disorder, that anyone who transgressed would be declared to be in rebellion against the Crown, and that transgressors faced having their lands confiscated. The possibility that Ngati Apa, a small iwi, might

resist a survey by intimidation or force now seemed sufficient reason not to accede to any proposal for investigation by the Native Land Court. [1256]

The closing addresses

For the claimants, Williams on 22 April 1868 claimed, essentially, that Ngati Raukawa had migrated to the region in response to an invitation extended by Te Rauparaha, the latter seeking allies to assist him to retain the lands that he had conquered, and that Te Rauparaha had awarded to Ngati Raukawa the lands stretching from Kukutauaki to Whangaehu. As a result, by 1840 Ngati Raukawa was in undisputed possession of the land, symbolised by the fact that Nepia Taratoa signed the Treaty of Waitangi. Claims that Ngati Raukawa had been slaves of Ngati Apa and that Whatanui and Ngati Raukawa had been workmen of Te Rauparaha's he flatly rejected. Ngati Apa had been expelled from Himatangi in 1834, that is before the Battle of Haowhenua, from which time Ngati Raukawa had been in occupation of the block. 'If it is to be the law that conquered lands are to be returned, let the same law be acted on throughout the country: do not let it apply only to Himatangi.' Williams laid some stress on a meeting involving Ngati Apa and Ngati Raukawa – at which Hori Te Hanea and others (Ngati Apa) said that 'Rangitikei with all its windings as far as the hills shall be the boundary; if Ngati Raukawa cross to north bank, Ngatiapa shall drive them back; if Ngatiapa cross to south bank, Ngatiraukawa shall drive them back.' Williams went on to observe that 'It has been said that Ngatiapa did not consent. There was no reason to ask their consent. At the time of the Treaty they had no mana. They removed off the block to the northern bank of the Rangitikei; the slaves returned, and they again became a tribe.' And with respect to Ihakara's assertion, made during the Te Awahou negotiations, that he 'took out his plank that the ship might sink; he was angry with Ngatiraukawa because they had refused to obey him as their chief, and determined to sell; that Nepia stretched out his arms, meaning that Ihakara might sell his own, but that he was not to come in behind his back on to the rest of the block.' [1257]

[1256] It is of interest to note that that admission was not included in the report of the proceedings published in the 'Native Lands Court, Otaki,' *Evening Post* 20 April 1868, p.2.
[1257] 'Mr Williams's speech on the Manawatu purchase,' *Wellington Independent* 30 April 1868, p.4.

Williams claimed that he had said little about the leases as the Court had directed him to confine his attention to Himatangi, but he noted that they were illegal, that they had been executed at a time when the country was in a disturbed state on account of the Waitara war, that most of the leases had been arranged by Ngati Raukawa, and that Ngati Apa had been allowed to share in the rents. Such sharing bestowed no right to the land, while Ngati Apa's refusal to agree to an investigation of title as proposed by Ngati Raukawa as a means of resolving the dispute involving the rents was 'conclusive that Ngatiapa had no valid claim to the block.'[1258]

Williams also claimed that Rangitane, Muaupoko, and Te Upokoiri all 'lived with Ngatiraukawa for protection against Ngatikahunu, Ngatitoa, and Ngatiawa;' that upon adopting Christianity Ngati Raukawa had shown great kindness to those tribes, releasing slaves, granting the tribes 'large tracts of land,' and permitting them to catch eels. Interestingly, Williams claimed that 'The state of the entire subjection of these tribes has not been fully brought out before the Court … It was the request of Matene Te Whiwhi that as little as possible should be said about it …' In short, he claimed to have demonstrated that Ngati Apa had been expelled from Himatangi in 1834 and that Ngati Raukawa had been in possession since.

Williams dealt with the Rangitikei-Turakina transaction, noting that McLean had sought the advice of Samuel Williams and his assistance in persuading Ngati Raukawa to sell. He referred to the arrangement reached whereby Ngati Raukawa left the lands to the north of the river to Ngati Apa to do with as it wished on the clear understanding that Ngati Raukawa retained mana over the lands to the south, noting McLean's report of a meeting at Awahou in which it was shown that Ngati Raukawa gave over the lands to the north of the river but retained the south side, 'Ngati Apa to share within certain specified boundaries.'[1259]

For the Crown, Fox demonstrated his oratorical skills, his aptitude for destructive attacks, and his inclination to discredit his opponents. He attempted to enlist the sympathy of the Court, offered highly critical and disparaging comments on his adversary ('a harmless monomaniac'), impugned the integrity of Williams's

[1258] 'Mr Williams's speech on the Manawatu purchase,' *Wellington Independent* 30 April 1868, p.4.
[1259] 'Native Lands Court, Otaki,' *Evening Post* 25 April 1868, p.2.

witnesses, and claimed that the Treaty of Waitangi was regarded by Maori as a 'sham' and, in his own view, the 'work of … missionary landsharks.' [1260] He claimed that Hadfield's testimony was, as hearsay, inherently less reliable than the (largely hearsay) evidence offered by Burr, and perversely insisted that his witnesses were, unlike those called by Williams, not 'tainted' with what he termed 'interest.' Given the possibility that reputations, political futures, and the Crown's claim to have acquired the land from the rightful owners all rested on the Court's ruling, it is a matter for some wonderment that he could apply the term 'disinterested' to any of those who had appeared.

The Court appears to have paid little heed to Fox's 'sound and fury' or to his more outrageous claims, not least the accusations levelled at Parakaia that he was an 'omnivorous land shark – a man whose habitual practice it has been to prefer claims to land which did not belong to him, and to which he can establish no shadow of right,' and a perjurer thrice over to boot.[1261] Fox displayed a particular anxiety to discredit Hadfield, claiming that his evidence was tainted by his failure to secure land for the purposes of his church, and that his evidence was based on hearsay gathered while a young and inexperienced man. He compared the testimony of his witnesses who had participated in the key events and who had an interest in the block with those who appeared in support of claimants, dismissing the latter as being of inferior rank and indeed as mere 'hangers-on.'

What was of very considerable interest is that Fox argued against any application of the '1840 Rule,' while also criticising the importance that the Native Land Court accorded take raupatu over take tupuna and ahi ka. He insisted that the west coast of the North Island was the one region in particular to which it would be 'unjust' to apply the 1840 rule, 'the sovereign rights of the tribes and the titles to the land' being in a state of flux: such flux appear to have embraced Ngati Apa's withdrawal across the Rangitikei River, and Ngati Raukawa's arrival on the Manawatu lands. Fox concluded that Ngati Raukawa had demonstrated actual occupation of just 30 acres and the cultivation of some 120 acres out of the entire Himatangi block: that

[1260] Monomania was a ninteenth century term employed to denote partial insanity characterised by excessive concentration on or preoccupation or obsession with a single idea or single group of ideas. See Fox, *The Rangitikei-Manawatu purchase,* p.21.
[1261] Fox, *The Rangitikei-Manawatu purchase,* pp.18-19.

amounting to a 'mere encroachment' that conferred 'nothing in the character of a possessory right.' Conversely, two hapu of Ngati Apa occupied the block and that constituted a 'representative occupation' on behalf of members of a tribe whose ancestral mana covered the whole district.[1262]

Fox claimed that the evidence disclosed:

> … a consistent record of continuous exercise of ownership in every possible way in which a Maori could exercise it, to show that Ngatiapa have never ceased to own the land which they inherited from a long line of ancestors, and their occupation of which was fully confirmed to them by the only persons who could have shaken it, Rauparaha and those who accompanied him in his first taua.[1263]

The Crown's narrative thus consisted of eight key elements: first, that Ngati Apa had welcomed Ngati Toa to the region and emerged not as 'hirelings, serfs, or soldiers' but as the allies and certainly not adversaries of Te Rauparaha.[1264] The second followed, namely, that Ngati Apa had been neither dispossessed of their lands nor enslaved (apart, that is, from 'a few stragglers taken by their eel ponds and cultivations'[1265]) but left 'in undisputed enjoyment of their ancestral mana.'[1266] The third also followed, namely, that Ngati Apa had continued to cultivate and gather food from the lands in question, that is, to exercise all the customary acts of ownership, and to do so in 1840 at which time the iwi had also signed the Treaty of Waitangi (which he had moments earlier dismissed as being of little importance). Moreover Ngati Apa had subsequently granted six leases that included 'very nearly the whole block sold to the Crown' while accepting all of the proceeds in some and a share in others.[1267] The fourth element held that Ngati Raukawa had not defeated Ngati Apa and reduced the iwi to a state of complete subjection, there having been no battles involving the two iwi while, further, rejecting the claim that the remnant of Ngati Apa had been saved by the intervention and kindness of Ngati Raukawa.

[1262] Fox, *The Rangitikei-Manawatu purchase,* p.30.
[1263] Fox, *The Rangitikei-Manawatu purchase,* p.24.
[1264] Fox, *The Rangitikei-Manawatu purchase,* p.23.
[1265] Fox, *The Rangitikei-Manawatu purchase,* p.27
[1266] Fox, *The Rangitikei-Manawatu purchase,* p.23.
[1267] Fox, *The Rangitikei-Manawatu purchase,* p.26.

To explain the presence of hapu of Ngati Raukawa on the Rangitikei-Manawatu block, the Crown invoked the fifth key element, namely, that it had been by the invitation and permission of Ngati Apa that Ngati Kauwhata had occupied the Oroua lands, and that Ngati Raukawa had 'gradually established settlements of the block in the wake of the Battle of Haowhenua and as Ngati Apa 'gradually withdrew' across the Rangitikei River after the introduction of Christianity. Why Ngati Apa chose to invite Ngati Raukawa to settle on its ancestral lands, Fox did not say. The sixth element constituted a complete rejection that an arrangement had been reached in 1849 over the sale of Rangitikei-Turakina, Fox insisting that 'Not a tittle of reliable evidence' had been adduced to support it, that the southern boundary of the land to which Ngati Apa had a right lay at Omarupapako, as recorded by McLean in 1849 and confirmed by those 'disinterested' witnesses who had been present at the Te Awahou meeting, namely, Kawana Paipai, Kawana Hunia, and Tamihana Te Rauparaha. The penultimate element held that the claimants, having 'intruded' or 'encroached' (but not apparently been invited) upon the block subsequently occupied not more than 120 acres of the block claimed and then only since 1836, and that in fact from about 1826 to 1858 Himatangi had been occupied by Ngati Te Upokoiri with the consent of Rangitane.[1268] He advanced the argument that Matene Te Matuku's occupation of Himatangi had been 'a representative occupation; he and his two hapus sat there as members of a tribe whose ancestral mana covered the whole district,' while the occupation by Ngati Raukawa was that of the 'area sneak' who had 'crept in at the dust hole …' and had secured some 30 acres 'by the neglect or acquiescence of the true owners …'[1269] Finally, he observed, the decision of the Court carried wider implications insofar as it could, with respect to the 1,700 sellers, 'vindicate their honor [*sic*] or cover them with shame and confusion,' as it would the honour of the Government and its agents.

The *Wellington Independent* described Fox's closing address as 'the clearest, the most able, and the most complete statement that we have ever read on those much-vexed questions – tribal title and the Manawatu purchase.' Interestingly, it singled out Fox's criticism of the 1840 Rule, noting that 'all the great tribes of New Zealand hold their

[1268] Fox, *The Rangitikei-Manawatu purchase*, p.30.
[1269] Fox, *The Rangitikei-Manawatu purchase*, p.30. According to Fox the 'area sneak' was a term employed by London's thieves.

lands by virtue of ancestral descent stretching back much further than 1840.' It insisted that the claims lodged by Parakaia and others were 'of the weakest possible character 'while the fact that the Manawatu block was purchased from the real owners seems absolutely established.' It claimed that the witness who had appeared for the claimants had damaged both the case and their individual credibility; that Parakaia had offered varying statements; that Matene Te Whiwhi had 'prevaricated in a most extraordinary fashion;' and that Hadfield had contradicted statements made by some of the Crown's and the claimants' witnesses. Conversely, the Crown's witnesses 'were of a different stamp … all were practically disinterested, because the decision did not in any way affect their pecuniary interests.' That assertion blithely ignored the fact that the purchase monies had been paid over two years earlier. In short, the evidence demonstrated that Ngati Apa and Rangitane had been left by Te Rauparaha 'in undisturbed possession of this land [Himatangi] … that since then they have exercised rights of ownership … and that the claims of the Ngatiraukawas, on whose alleged right to the land Parakaia relies, were of but little value.'[1270]

The ruling

It must be borne in mind that the Native Land Court did not deal with the merits or otherwise of the Rangitikei-Manawatu transaction. Its focus centred on the matter of ownership of the much smaller Himatangi Block, although the Court made it clear that the 'principles,' on which its ruling was based applied to other claims in the larger block.[1271] In a brief ruling (in which it ignored Ngati Toa) issued on 27 April 1868 the Court found that:

> … before the period of the establishment of British Government the Ngatiraukawa tribe had acquired and exercised rights of ownership over the territory in question. The prominent part taken by this tribe in connection with the cession of the North Rangitikei and Ahu o turanga blocks, the sale of Te Awahou and the history of the leases also prove that these rights have been maintained up to the present time.

[1270] Editorial, *Wellington Independent* 28 April 1868, p.4.
[1271] Native Land Court, Otaki Minute Book 1E, p.719.

> On the other hand the evidence shews that the original occupiers of the soil were never absolutely dispossessed and that they have never ceased on their part to assert and exercise rights of ownership.
>
> The fact established by the evidence is that the Ngatiapa-Rangitane weakened by the Ngatitoa invasion under Te Rauparaha were compelled to share their territory with his powerful allies the Ngatiraukawa and to acquiesce in joint ownership.
>
> Our decision on this question of tribal right is that Ngatiraukawa and the original owners possessed equal interests in, and rights over the land in question at the time when the negotiations for the cession to the Crown of the Rangitikei-Manawatu Block were entered upon.
>
> The tribal interest of Ngatiraukawa we consider vested in the section of the tribe which has been in actual occupation to the exclusion of all others.[1272]

It seems clear that, in deference to Fox's representations about the 1840 rule, the Court placed some reliance on post-1840 developments involving the Rangitikei-Manawatu block. Further, the conclusion reached in paragraph 3 above would appear at odds with that offered in the final paragraph: the key words are 'compelled' and 'acquiesce.' The Court did not elaborate on how iwi 'compelled to share … and to acquiesce' continued to possess 'equal rights in and interests over' the land in question. The word 'compel' implies a relationship in which one party exercises sufficient power to force another to do its bidding: it thus appears to have recognised that the invasion of Ngati Toa and the arrival of Ngati Raukawa established a new polity and concentrated power in the hands of the invaders, specifically Ngati Toa. Since Ngati Toa were the invaders, that power clearly implied that the iwi had at the least subdued the region militarily and exercised its newly acquired dominance to allocate the lands of the original occupiers among its allies. The Court in fact made no further reference to Ngati Toa's claims of mana: perhaps it sensed the difficulty that it would then confront reconciling such claims with the conclusion it had reached regarding the merits of Ngati Raukawa's claims. The inference is that Ngati Apa and Rangitane had been unable to repel the invader.

Having decided that Ngati Apa had been 'compelled' to admit Ngati Raukawa to the Rangitikei-Manawatu block, the Court then concluded that on the question of tribal

[1272] Native Land Court, Otaki Minute Book 1E, pp.719-720.

right, 'Ngatiraukawa and the original owners possessed equal interests in, and rights, over the land at the time when the negotiations for the cession to the Crown of the Rangitikei Manawatu Block were entered upon.' Those negotiations did not commence in earnest until 1864, 24 years after the signing of the Treaty of Waitangi. The Court then arrived at another conclusion, namely, that while, in terms of 'tribal right,' Ngati Raukawa and the original occupiers 'possessed equal interests in, and rights over' the block, nevertheless, that tribal interest was 'vested in the Section of the tribe which has been in actual occupation to the exclusion of all others.' Parakaia and his co-claimants were those found to have been 'in actual occupation,' the Court rejecting the claim by Ihakara and Ngati Patukokuru on the grounds that their occupation had been only 'temporary.' In effect, 'actual occupation' was defined as the key criterion by which ownership would be adjudged. The concept of 'tribal right' was stripped of practical meaning and application.

Having decided that Ngati Raukawa and the original occupiers possessed 'equal' interests and rights in the block, the Court then awarded the applicants half of the area claimed, the remaining half having passed into Crown ownership.[1273] The 5,500 acres awarded to Parakaia was subject to a reduction of 2/27^{ths}, two of the claimants having been found to have signed the Deed of Cession. That interlocutory award was conditional upon the submission of an approved survey of the block being made within six months, a matter that would later assume considerable significance. In other words, the Native Land Court did what Fox implored it not to do, namely, to split the difference. It just so happened that the net 46 percent of the 11,000-acre block awarded to Parakaia was close to the 40 percent of the purchase monies awarded to Ngati Raukawa.

'A state of exultation'

Ngati Apa was delighted over the outcome, the *Wanganui Herald* reporting that the iwi was 'in a state of exultation that the decision of the court has removed the stigma

[1273] Two of the 27 claimants were found to have signed the deed of sale and hence the block was reduced by 2/27ths.

that they were a conquered people.'[1274] On the other hand, Hadfield, in all likelihood, reflecting the views of those among Ngati Raukawa opposed to the transaction, made no secret of his dismay. In a long letter that appeared in the *Wellington Independent* he claimed that the resident non-sellers numbered some 400 whereas the Court had nominated 'sixty-five persons [who] have any sort of interest in the land.' He agreed with the journal's own claim that Featherston had agreed to the removal of the restriction on the Court's jurisdiction once 'he had secured the signatures of an overwhelming majority to the purchase deed …' According to Hadfield:

> An investigation was refused while it was possible to adjudicate on the disputes between one Maori and another, or between one tribe and another, for which purpose the Native Lands Court was originally constituted. But an investigation is granted when the question before the Court has become complicated, when it has become a question between the Crown and some Maori claimants, with one scale already weighted with £25,000, *plus* an unknown amount of expenses …[1275]

That the scales had been tipped against Ngati Raukawa from the outset would become an essential element of the position that the non-sellers adopted. But further, Hadfield pointed to the 'inconsistency' in the Court's approach. The Court, he recorded, had ruled that the question before it 'was not the validity of the Manawatu purchase as a whole, but the claim of Parakaia and others to a specific portion of the Manawatu-Rangitikei block.' Accordingly, Williams had been instructed to bring evidence that bore solely on the Himatangi block. Fox, on the other hand, had been allowed to advance evidence of a far more wide-ranging character, evidence, moreover, that the Court considered 'sufficient' as the basis on which to decide the claims of several hundred persons to some 250,000 acres, 'persons who have had no opportunity of bringing their own claims before the Court.' Thus the Court, having limited Williams to the Himatangi block, had nevertheless decided that it had heard sufficient evidence to enable it 'to decide this question of tribal right, and by recording our decision on this point in the present judgment, we indicate a principle which may be conveniently and justly applied by this Court in dealing with other cases of claims in the Rangitikei-Manawatu block, which have been or may be referred to it.' It was that apparent inconsistency that persuaded the claimants that their applications had been

[1274] Untitled, *Wanganui Herald* 22 May 1868, p.2.
[1275] 'The Manawatu purchase,' *Wellington Independent* 30 May 1868, p.4.

pre-judged. At the same time, Hadfield asserted, 'The "principle" inferred from the "sufficient" evidence, obtained as an *ex parte* statement as to other parts of the whole block, is made to do duty in reference to Himatangi.' The ruling, he declared, was a 'disgrace.'[1276]

Judging the judges

The first Himatangi hearing has attracted a great deal of critical comment. Among the historians, Buick was severely critical, claiming that the ruling in favour of Ngati Apa was 'entirely without precedent, and contrary to all the native practice of dealing with their tribal territory.' He went on to assert that 'The dominion of each tribe was well and clearly defined, and any intrusion upon its boundaries was instantly regarded as an act of war.' Thus alliances between tribes were purely military:

> ... and never a partnership in possession … and where two distinct tribes were found living together, their relative positions were always those of conquerors on the one hand and slaves on the other. No instance can be quoted in which it was otherwise, because joint ownership was a class of tenure utterly repugnant to their whole system.[1277]

The Court, he concluded, buckled to political pressure.[1278]

Wilson suggested that 'the judgment was generally regarded as a compromise and not a judgement on its merits.' Ngati Kahoro and Ngati Parewahawaha 'were more or less satisfied,' but Ngati Kauwhata was 'entirely dissatisfied.' [1279] McDonald and O'Donnell suggested that **'**the Ngati-Raukawa were, all along, the victims of a too peaceable disposition,' and that it had been by their 'generosity' that Muaupoko, Ngati Apa, and Rangitane had continued to occupy part of the conquered lands. They also claimed that Featherston had never concerned himself with the merits of the dispute 'but advised the Government that the quarrel was opportune, as it would

[1276] 'The Manawatu purchase,' *Wellington Independent* 30 May 1868, p.4.
[1277] Buick, *Old Manawatu*, pp.244-245.
[1278] Buick, *Old Manawatu*, p.266.
[1279] Wilson, *Early Rangitikei*, pp.163 and 187.

probably enable them to buy the land for settlement.'[1280] Petersen was more forthright, labelling the finding that Ngati Raukawa *as an iwi* had no interest in the Rangitikei-Manawatu block a 'monstrous travesty of justice,' while claiming that those who had pressed for the sale of the block were the 'weeds' who had flourished under the benign protection of their conquerors and had acquired merit and muskets by adhering to the Queen, fiercely denied that they had ever been conquered, and by belligerence and vociferous demands had, as is often the case, received the attention accorded to him who shouted loudest.[1281] According to Petersen, 'this monstrous decision stunned the Ngatiraukawa, and the claimant tribes must have been almost equally affected by their unexpected good fortune.' He went on to note that the ruling and subsequent decisions by the Court in respect of the Manawatu lands facilitated 'their acquisition by the Government, and one cannot escape the conclusion that the Court, to its disgrace, was largely actuated by this consideration. It was a most convenient verdict. The land passed to the Government and a fraction only of the purchase money went to the real owners.[1282]

Anderson and Pickens noted that 'The decision satisfied no one entirely,' but 'was an especial blow to non-selling Ngati Raukawa - in their opinion it was based on a misreading of both history and principles of customary usage.[1283] More recently, Boast and Gilling offered a critical assessment of the Himatangi ruling: they focussed on the role of Ngati Toa and assert that it was Te Rauparaha who acquired the right, through 'his diplomatic and military prowess and success,' to allocate all the land south of the Whangaheu. Such control as he exercised clearly did not derive from ancestral occupation and hence could only have derived from 'ringa kaha and take raupatu, the conqueror's rights resting ultimately on force of arms.' They also suggested that by acting, as Native Minister Richmond asserted, as 'a Commission of general inquiry,' the Court exceeded its more narrowly defined statutory role. That the Court had so acted, and that the Crown had not intervened to restrain it, they

[1280] Rod A. McDonald and Ewart O'Donnell, *Te Hekenga: early days in Horowhenua.* Palmerston North: G.H. Bennett and Co, 1929, pp.159-160.
[1281] Petersen, *Palmerston North*, p.43.
[1282] Petersen, *Palmerston North*, p.40.
[1283] Anderson and Pickens, *The Wellington District*, p.123.

suggest, suited both its and the Wellington Provincial Government's political purposes. [1284]

Interpreting the ruling

The colonial press offered varying assessments of the ruling and of its implications. The *Press*, for example, noting that Ngati Apa and Ngati Raukawa had equal title to the block, and that Ngati Raukawa had lodged other claims for a very large part of the block, concluded that the whole purchase could prove invalid. At the very least, the Crown would lose a substantial proportion of the Rangitikei-Manawatu block it claimed to have purchased. [1285] The *Wanganui Chronicle* decided that equal title meant that the Wellington Provincial Government had acquired Ngati Apa's half and so much of the balance from those Ngati Raukawa who had consented to sell. Parakaia Te Pouepa had secured 5,000 acres while the Court was to consider, at Rangitikei on 12 May, the claims of the other non-sellers. 'The purchase for the province,' it concluded, 'will not turn out so advantageously as was at one time supposed.' To the cost of £25,000 had to be added interest and expenses, while the non-sellers would probably be awarded between 30,000 and 40,000 acres, 'no inconsiderable slice of the whole.' Moreover, reports that the claimants would not attend the 12 May hearing and that Ngati Raukawa would seek a re-hearing promised an indefinite postponement of a final settlement.[1286]

The *Lyttelton Times* suggested that the Court's decision was 'so unsatisfactory to both parties as to induce the fear that the Manawatu question may again crop up in some other form.' How the Court could thus award 5,500 acres of 'the very best' of the block to Parakaia defeated the journal. In its view, the ruling established 'an interpretation of tribal title and tribal right, on data altogether withheld, which promises to be the source of almost endless litigation between the Wellington Government and the natives. The land which Dr Featherston purchased for £25,000, and which was considered so great and so cheap an acquisition, is not yet secured to

[1284] Boast and Gilling, 'Ngati Toa lands research project,' pp.96-98.
[1285] Editorial, *Press* 19 May 1868, p.2.
[1286] Editorial, *Wanganui Chronicle* 30 April 1868, p.2.

the Government.'[1287] The *Wanganui Times* claimed that the ruling 'fully establishes the principle upon which Dr Featherston … proceeded from the first day upon which negotiations for the Block were commenced until the purchase money was paid as being strictly equitable and just.' That Ngati Apa had received £15,000 of the £25,000 in purchase monies, it attributed to the fact that the iwi had to 'satisfy the claims of the Wanganui and four [or] five lesser tribes …' It concluded that 'The long list of some eight hundred non-resident claimants of the Ngatiraukawa so exultingly flourished in the face of the Court by Mr Williams, is scattered to the wind by this present decision, and a precedent established upon which to base any other claims that may be advanced.'[1288]

The *Wellington Independent* initially expressed dismay over the ruling: if the remaining applicants could establish 'actual occupation,' then they too would have to be awarded land. 'We foresee in this a most dismal prospect of future litigation, and we shall have to thank the weak and illogical decision of the Native Land Court for such a disastrous result.' It complained that the Court did not set out the basis on which it reached its conclusions but merely asserted that it had had 'sufficient … to enable them to decide the question of tribal right.' It insisted that the evidence pointed to a diametrically opposite conclusion, namely, that Ngati Apa and Rangitane had 'the chief right of ownership … and the Ngatiraukawa, who constituted the non-sellers, possessed but a slender claim.'[1289] The journal continued to slate the ruling as 'arbitrary,' lacking 'a tittle of evidence to justify it,' and 'feeble,' a decision framed with a view to satisfying both parties. It found some consolation in its belief that Parakaia had secured sand hills, poor land, and useless swamps, while 5,500 acres among 27 persons amounted to a mere 200 acres each. Why that should have been a matter for satisfaction was left unsaid.

Still, the journal concluded, the Court had not only decided the tribal title, but its decision afforded 'the strongest support to the validity of Dr Featherston's purchase' in that it had ruled that Ngati Apa had never been 'absolutely dispossessed, had never lost their ancestral mana, had never ceased to exercise rights of ownership; and

[1287] Untitled, *Lyttelton Times* 6 May 1868, p.2.
[1288] 'The Manawatu block,' *Wanganui Times*. Cited by *New Zealand Herald* 18 May 1868, p.4.
[1289] Editorial, *Wellington Independent* 30 April 1868, p.3.

although they had been obliged to admit their powerful allies the Ngatiraukawa to share in their lands yet the latter are only entitled to what they can be shown to have actually occupied.' That was a clear confusion of argument with outcome. It went on to argue that the ruling also fully justified Featherston's division of the purchase monies, although it was clearly inconsistent with it, given especially that the £10,000 awarded to Ngati Raukawa included an allowance for the non-sellers. It went on to add that:

> This decision ought very greatly to simplify the settlement of the other ten claims still pending, and to reduce the amount of land awarded in them to a minimum. The great bulk of the Manawatu district is … unoccupied, and should be considered as under Ngati Apa *mana.* The portions of the block to which a title *by occupation* can be shown in resident dissentient Ngatiraukawas, cannot, it is hoped, prove very large. The decisions in the remaining ten cases will fix the exact amount, and then all the balance of the land will pass to Dr Featherston, for the province … a residuum which will no doubt be ample value for the £25,000 which has been paid.[1290]

Above all, it concluded, 'That horrible bugbear, tribal title, has been disposed of for good.'[1291] The irony involved in its claim that Ngati Apa held mana over the block and its constant championing of that iwi's tribal title appear to have eluded it entirely.

'We do not want to take any man's land against his will'

Ten other claims had been lodged to various parts of the Rangitikei-Manawatu block, perhaps in Featherston's estimation vindicating the exemption of the Manawatu lands from the operations of the Native Lands Act 1862 and 1865. Those claims included Rawiri and others for the Kakanui block of 18,600 acres; Kooro Te One for Mangatangi; Te Ara Takana for Rakehou block; Hare Hemi for Omarupapako block; Akapita Te Tewe for Hikungarara block; Kerimihana for Tawhirihoe; Paranihi Te Tau for Puhekokeke; Pumipi Te Kaka for Makowhai; Wiriharai for Kaikokopu; and Henare Te Waiatua for Oroua.

[1290] Editorial, *Wellington Independent* 7 May 1868, p.4.
[1291] Editorial, *Wellington Independent* 7 May 1868, p.4. See also 'General summary,' *Wellington Independent* 7 May 1868, p.6.

In February 1868 the Crown applied for an adjournment of the Native Land Court's hearing of the non-sellers' claims to Rangitikei (Bulls). Fox also indicated that he had been instructed not to proceed until the whole of the non-sellers' claims had been lodged. William Rolleston took the opportunity to record some severe criticism of Featherston.[1292] On the *Evening Post's* report of the Native Land Court's proceedings, he recorded (on 2 March 1868) that:

> … it should have been the business of the gentleman engaged in the purchase of the block to have urged the non-sellers to send in their claims & and to promote the adjustment of the matter in accordance with the action taken by the Government. The Natives will not unnaturally say that the Govt had been telling us for months or rather years 'you shall have your rights however long you have to wait.' We do not want to take any man's land against his will however unwise we may think him in holding out in a case of this kind & further we have and will do all to help you to your rights & now the first time there is an opportunity of bringing the matter to a judicial investigation technical objections are raised to the course itself prescribed. Until the matter is dealt with directly by the Government there appears to be no prospect of anything but prolonged expense, bitterness of feeling & it may be open outbreaks.[1293]

In a memorandum dated 10 May 1868, Rolleston noted that he considered it 'unfortunate' that the Court agreed to an adjournment to Rangitikei and that the other cases should have been allowed to lapse.[1294] The very next day, Native Minister Richmond wrote to Featherston over Crown Counsel's assertion that the claims referred to the Native Land Court 'were not in such form as should or perhaps legally could be entertained by the Crown.' He made it very clear that the Government was bound to secure for all claimants a full hearing without formal impediment on the part of the Crown. Although 'not disposed to neglect any means of supporting the substantial rights of the Province under the Crown,' or wishing to allow 'that fictitious or mythical pretensions should be suffered to make inroads on an estate for which a very handsome payment has been made,' Richmond, nevertheless, insisted that the Government desired 'that justice should be liberally dealt out to all bonâ fide

[1292] Rolleston, Cantebury's Provincial Secretary from 1863 to 1865 and later its Superintendent, was appointed by Frederick Weld as Under Secretary in the Native Department, a position he held from 1865 to 1868. Gardner noted that it was 'an office in which he showed sympathy and efficiency and sought to restrain Edward Stafford's aggressive policies.' See W.J. Gardner, 'Rolleston, William,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 22 January 2014.
[1293] Notes by Rolleston 2 March 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1294] ANZ Wellington ACIH 16046 MA13/116/73b.

proprietors and every claim must therefore so far as the Crown is concerned be dealt with on its merits.' Featherston was asked to ensure that Fox was instructed 'to rely on broad considerations …' At the same time the Government appears to have pressed Williams to ensure that all claims were submitted in time to allow consideration during the court's present sitting, in the interest of securing 'a final decision of the case.'[1295]

Considerable confusion appears to have ensued: it became clear that some among the claimants lacked representation and were thus unable or unwilling to proceed. Rawiri Te Whanui withdrew his application once Parakaia Te Pouepa lodged an application for a re-hearing of the Himatangi claim. The Native Land Court held Thomas Williams responsible for what it clearly regarded as a highly unsatisfactory state of affairs and, in fact, it accused him of having abandoned his clients. It concluded that the applications had been placed beyond its jurisdiction and that any further action rested on the Government and the claimants.[1296] The *Press* proposed that the Government should not only ensure that the claims were re-submitted but also to ensure that Maori were represented by competent counsel.[1297] Williams rejected the charge of abandonment, claiming that he had made it perfectly clear in advance that in his view the Native Land Court, 'in giving judgment in the Himatangi case, prejudged the whole of the other cases,' adding that the judges 'knew they had made a mess, and made use of me as their scapegoat.'[1298] For his part, Hadfield announced that an application would be made for a re-hearing, that it was possible that the matter would be taken to the Supreme Court, and that an appeal might be taken to the Privy Council. Ngati Raukawa was clearly prepared to play the long game. Alexander McDonald (who took over from Williams) similarly claimed that legal advice had indicated that there was little prospect of persuading the judges who had heard the Himatangi case to accept the claimants' arguments and that indeed the latter

[1295] Draft of a letter, Rolleston to Williams 23 March 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1296] Untitled, *Wellington Independent* 16 May 1868, p.5.
[1297] Editorial, *Press* 30 May 1868, p.2. The *Wellington Independent* launched a savage attack on Williams. See Editorial, *Wellington Independent* 23 May 1868, p.4.
[1298] 'The Native Lands Court,' *Wanganui Chronicle* 23 May 1868, p.2. See also his letter in 'The Manawatu purchase,' *Wellington Independent* 20 June 1868, p.6. Among other things he lambasted what he described as the 'Great New Zealand Land Court.'

confronted the 'very strong probability' that the same decisions would be reached.[1299] Richmond finally yielded to the representations of Ngati Raukawa and Alexander McDonald and the applications were withdrawn.[1300]

'The most triumphant and complete vindication'

Early in May 1868 Williams did apply to the Colonial Secretary for a rehearing on the grounds of 'sole possession over a period of 30 years of a block arising out of conquest.' Ngati Raukawa could not see, he recorded, 'why half of the land should be taken from them and restored to Ngatiapa and Rangitane the "vanquished survivors."' He went on to note that, having already restored large blocks to both Ngati Apa and Rangitane, Ngati Raukawa 'considered themselves thenceforth relieved from any joint ownership with these two tribes and entitled to be left in undisputed ownership' of the lands they had retained. Williams also noted that even the Court had acknowledged that Ngati Apa had been forced to acquiesce in Ngati Raukawa's occupation. [1301] Just a week later, on 14 May 1868, Judges Smith, Rogan, and White, asked to comment on their own ruling, rejected the reasons advanced by Williams as being 'altogether insufficient.' In their view:

> Parakaia failed to prove that he and his people held sole possession of the Himatangi Block or that they obtained it by conquest … It was not shown that the Himatangi block as defined and described in the evidence formed part of a portion of country which fell to the share of Parakaia and his people or that

[1299] Williams made it clear that he would not continue to act for Ngati Raukawa lest he again suffer the attacks of Fox, Featherston and 'his little pilot Walter Buller …' See Williams to Cooper 27 March 1869, ANZ Wellington ACIH 16046 MA13/ 116 /73b.

[1300] It is worthwhile noting here that McDonald was dismissed from his position as sheep inspector with the Wellington Provincial Government. In June 1868 McDonald accused Fox of pressuring Featherston on account of his alleged 'interference' in the 'Manawatu question.' McDonald rejected any claim that he had tried to thwart Featherston and accused Fox of having 'acted with unwarrantable precipitancy in reporting me upon mere hearsay.' See McDonald to Fox 1 June 1868, ANZ Wellington ACIH 16046 MA13/110/69b Part 3. Fox insisted that McDonald could not hold office and act for those opposed to the sale of Rangitikei-Manawatu without acting to 'thwart' Featherston. He declined to provide any details relating to McDonald's 'mischievous interference on many occasions in the matter of the Manawatu purchase …' See Fox to McDonald 6 June 1868, ANZ Wellington ACIH 16046 MA13/110/69b Part 3.

[1301] Williams to Colonial Secretary 7 May 1868, ANZ Wellington ACIH 16046 MA13/116/73b. It should be noted that the Native Appellate Court was not established until 1894. Finny argued that during the nineteenth century the Native Affairs Committee served as a *de facto* court of appeal. See Guy Finny, 'New Zealand's forgotten appellate court? The Native Affairs Committee, petitions and Maori land: 1871 to 1900.' LLB Hons research paper, Victoria University of Wellington, 2013.

> formal possession of it was taken by him until very recently. The evidence brought before the Court did not prove any conquest of Ngatiapa and Rangitane by Ngatiraukawa or any forcible dispossession of the former by the latter of the country lying between the two rivers.[1302]

They also rejected claims that the Himatangi block was an extension of Ngati Raukawa lands lying to the south of the Manawatu River.

The *Wellington Independent* was aggressively dismissive. It insisted that 'the case was as fully discussed as it was possible to be, and nothing new by any possibility can be brought forward concerning it.' In any case, it was claimed, Parakaia Te Pouepa and his co-claimants had received much more land than they were entitled to expect, while suggesting 'the demand of the claimants is so utterly preposterous that the Government cannot hesitate for a single moment in rejecting it.'[1303] Behind that claim lay mounting concern over the settlement of Rangitikei-Manawatu: by May four small farm associations had been organised and were seeking a total of 40,000 acres, while many independent settlers were 'hanging about almost in enforced idleness …' all anxious to settle a block that lay 'idle and unproductive, save for the occupation by some seven or eight squatters, and a few natives who cultivate the merest fraction of the whole.' Featherston had secured the consent of 'an overwhelming majority,' the Native Land Court had decided in favour of the Commissioner: all that remained for the Crown to take possession was for the Court to dispose of the remaining ten cases and make such awards as it thought fit.[1304]

Just five days later, on 19 May, Featherston presented his opening address to the Wellington Provincial Council. Scarcely unexpectedly, Featherston claimed that the Himatangi ruling 'most completely refutes the case so industriously circulated through the colony by Mr Williams, the Editor of the Canterbury *Press*, and the Missionary body, who entirely ignored the title of the Ngati Apa and Rangitane, and asserted the exclusive ownership of the resident and non-resident Ngatiraukawa.' The Court's decision on the matter of tribal title, he insisted, was 'entirely satisfactory.' He went on to claim that 'It most fully establishes the propriety of the course pursued by me in negotiating with the several tribes as *joint* [emphasis added] owners of the

[1302] Copy in ANZ Wellington ACIH 16046 MA13/116/73b.
[1303] Untitled, *Wellington Independent* 12 May 1868, p.3.
[1304] 'Williams, Hadfield & So,' *Wellington Independent* 6 June 1868, p.1.

district, and it particularly corroborates my action in giving to the claims of the Ngatiapa and Rangitane the weight which I attribute to them.' He permitted himself to engage in a good measure of undiluted triumphalism. 'In these respects,' he proclaimed, 'the decision of the Court is the most triumphant and complete vindication of the course pursued by me, and the most absolute refutation of the assertions of those who have so long thwarted and impeded the settlement of the question.'[1305]

And yet Featherston found the Court's application of the principle it had established to Parakaia's claim as 'illogical, inconsequential, and in its practical operation unjust.' At least he recognised that while Ngati Apa *as an iwi* had been granted one half of Himatangi, the other half had been awarded to just 27 members of one hapu of Ngati Raukawa. In his view, the Court should have awarded that area actually occupied by Parakaia to his hapu and the balance to Ngati Raukawa as a whole. The result of the application of the same line of reasoning to Ngati Apa's claim he chose to leave untouched. Featherston also complained about what he described as the 'very unfair' manner in which the block had been divided so that Parakaia had secured 'nearly all the available land … while the Crown is put off with the part remote from the river, and consisting of little else than swamp and sandhills.' Perhaps he would have been satisfied had Parakaia been confined to that portion of the land. He offered several other complaints, namely, that the Court had ignored the claim of Matene Maketu, the 'long-established residence' of Ngati Te Upokoiri, and the claim of Ihakara and Pati Kohuru, and criticised its apparent 'passing over' of Parakaia's alleged perjury. He had, nevertheless, decided to accept the Court's decision in Parakaia's case but decided to oppose the other ten applications: he, at least, recognised the implications of the fact that they had not been adjudicated upon and disposed of finally. It is somewhat odd to find Featherston now espousing the virtues of adjudication. Finally, Featherston voiced an assertion that had already been and would be heard many more times, that final settlement of the purchase was imminent.[1306] The *Press* described Featherston's criticism of the Court's decision as a 'public indecency,' coming as it

[1305] 'Opening of the Provincial Council,' *Wellington Independent* 21 May 1868, p.4.
[1306] 'Opening of the Provincial Council,' *Wellington Independent* 21 May 1868, p.4.

did from 'a subordinate officer in the service of the General Government …'[1307] Doubts that settlement was imminent were not long in surfacing.[1308]

Wellington's financial crisis and Gotty's sheep

Featherston's palpable relief at the outcome of the Himatangi hearings, notwithstanding his public criticism, had its roots in the financial crisis in which the Wellington Provincial Government, by 1868, found itself mired. By June 1868, its total debt stood at £208,000. Of that sum, the largest portion (£91,000) consisted of special loans, including £16,000 for the Wanganui bridge; £30,000 for the purchase of the Rangitikei-Manawatu block; £35,000 for land reclamation; and an overdraft of £12,000 owed to the Bank of New South Wales. In addition to the £91,000 represented by the special loans, the Wellington Provincial Government's general revenue was 'pledged' to the sum of £117,000. The difficulty, according to the Provincial Treasurer, was that a great deal of the capital was 'locked up' and that included the Manawatu purchase for which the amount owing stood at £28,100. 'It will be,' he announced in June 1866, 'one of the great objects of the Executive, by every means in their power, to make our locked up capital reproductive …' In the case of the Rangitikei-Manawatu block that clearly meant selling the land. Interestingly, he noted that 'a large sum has been expended at Otaki, during the late proceedings of the Land Court in engaging the services of counsel, and in entertaining the native chiefs.' The estimates for the ensuing year included revenue of £20,000 from the sale of Rangitikei-Manawatu lands. Whether or not such sum would be realised:

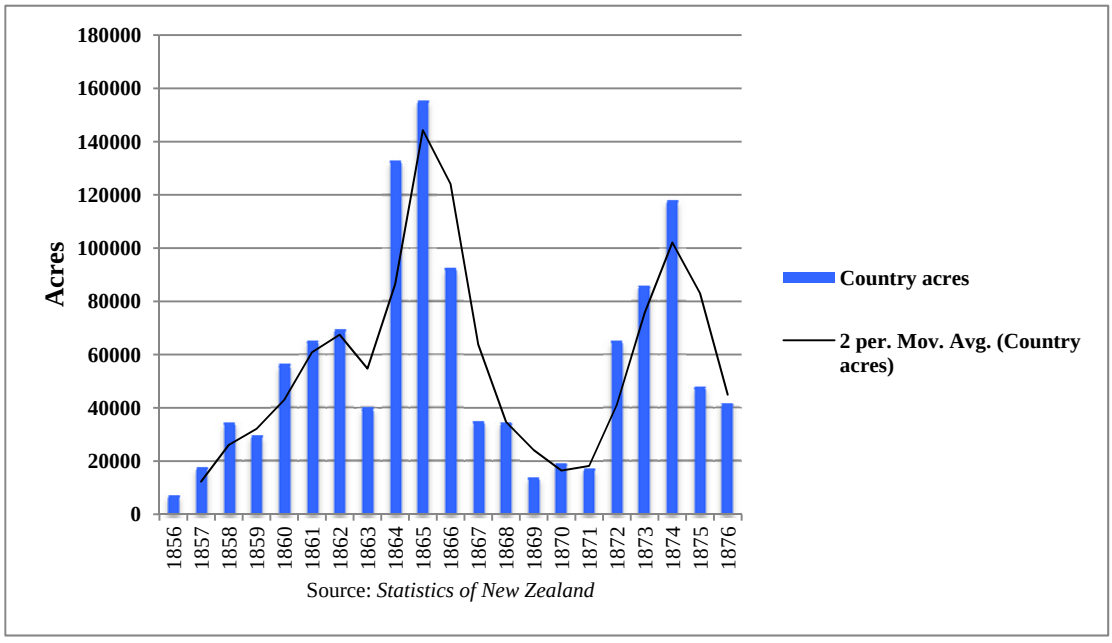
> … entirely depends on the action of the Court which is now to sit and on that of the General Government in making the title extinct. If the General Government should feel in a position to declare the title extinct, the Executive will for financial reasons be bound to bring that land into the market as soon as possible and it should be recollected that we shall have to set aside one fifth

[1307] Editorial, *Press* 30 May 1868, p.2. The *Wellington Independent* responded angrily to the charge. See Editorial, *Wellington Independent* 11 June 1868, p.3

[1308] See for example, Editorial, *Wellington Independent* 23 May 1868, p.4. It reported that already four 'small farm associations' were waiting to take up some 10,000 acres each in the block.

of the proceeds to pay off the loan secured on that land before bringing in the amount to current revenue.[1309]

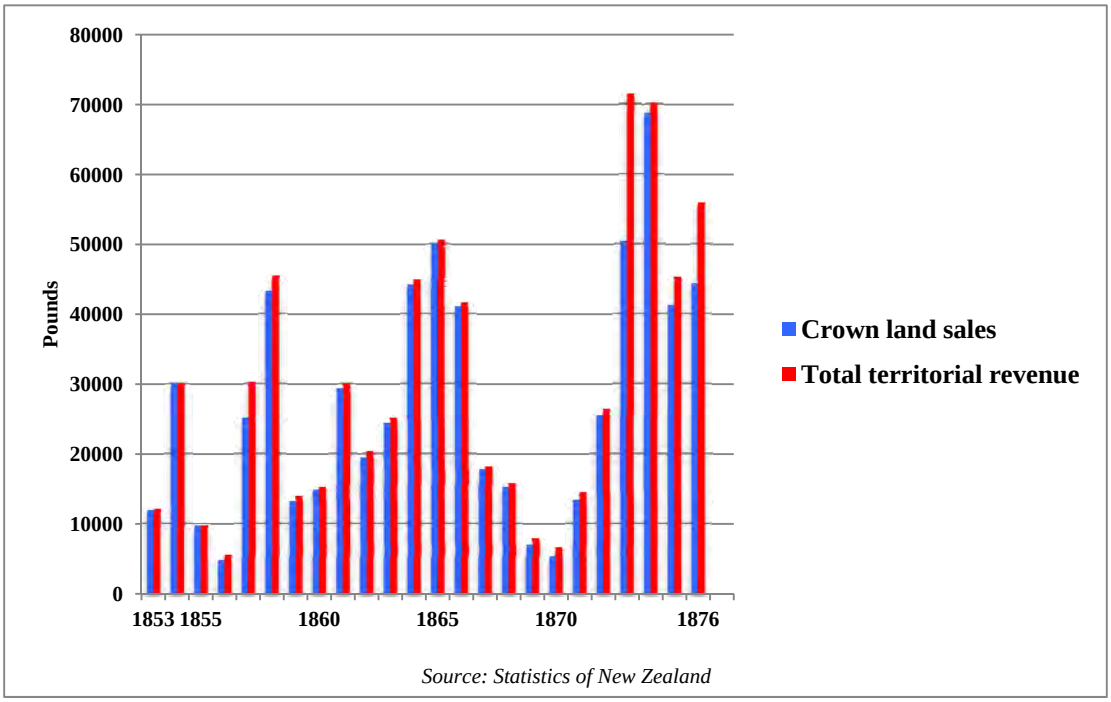
The following graphs offer a useful summary of the timing and severity of the Wellington Provincial Government's financial predicament. Graph 7.1 sets out the course of 'country' land sales from 1853 to 1876. The sharp contraction that took place from 1865 to 1871 is plain. Graph 7.2 sets out the revenue generated by land sales and the total territorial revenue, while Graph 7.3 sets out the Provincial Government's total revenue and expenditure. The same sharp and deep contraction is clearly apparent. It appears to have informed the urgency with which Featherston endeavoured to conclude the purchase of Rangitikei-Manawatu, his quest for an absolute purchase, and his efforts to minimise, isolate, and discredit the opponents of the transaction. The acquisition of the block and its subsequent division and sale represented the sole prospect the Wellington Provincial Government had for extricating itself from the financial difficulties in which it found itself enmeshed after 1865.



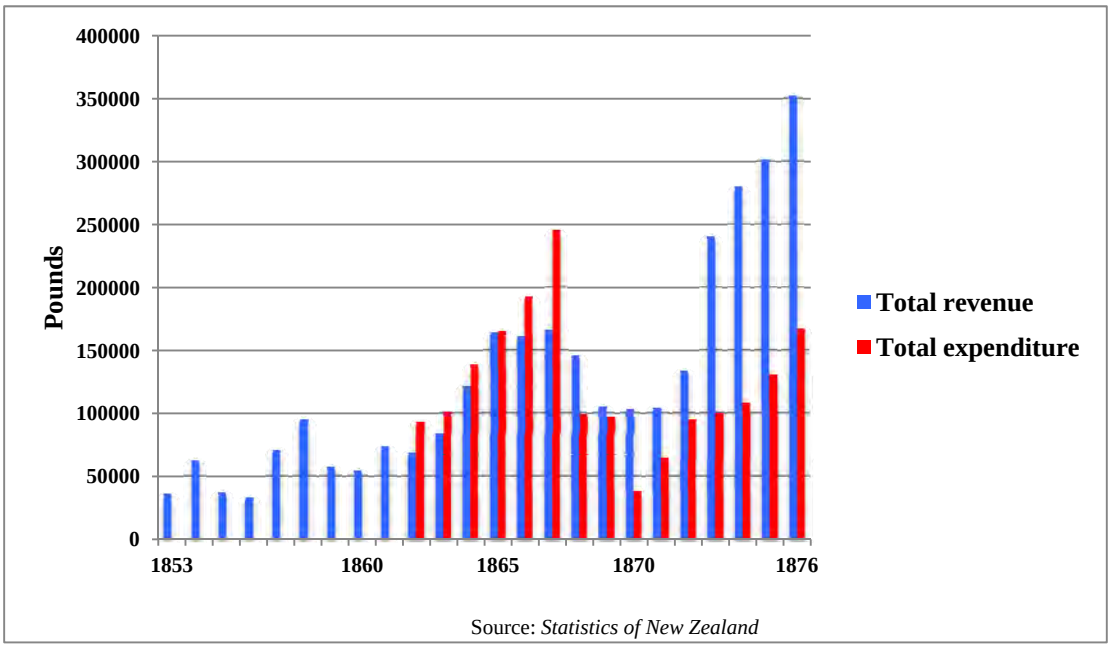
Source: *Statistics of New Zealand*

Graph 7.1: Province of Wellington, country land sales, 1853 to 1876

[1309] 'The financial condition of the Province,' *Wellington Independent* 7 July 1868, p.2.



Graph 7.2: Province of Wellington, land sales revenue and total territorial revenue (£s), 1853 to 1876



Graph 7.3: Province of Wellington, total revenue and expenditure (£s), 1853 to 1876

Whether or not that sum would be realised would also depend upon the dissentients. In July 1868 Parakaia leased a large area of the recently sold Rangitikei-Manawatu block land to John Gotty for £250 for the first year.[1310] Featherston, it was claimed, asked Ngati Apa to drive Gotty's sheep off the block, but its attempts to drive them northwards across the Rangitikei River were opposed by Ngati Raukawa: in the ensuing fracas it appears that some 400 sheep were smothered and a further 200-300 were consumed. Gotty appears to have found alternative pasturage for the survivors. 'Thus ends that difficulty,' reported the *Hawke's Bay Herald.* Reports suggested that both iwi made certain preparations for battle: in particular, 'a very strong force' of Ngati Apa, under Kawana Hunia, built and occupied a redoubt, Hunia claiming that 'precautionary measures' were necessary so long as Hauhau were in the district 'and mixed up with the Ngatiraukawas …'[1311] Hunia was not at all averse to invoking the spectre of Hauhauism. The *Wanganui Chronicle* offered a rather different version of events. It claimed that Featherston had promised Nepia Taratoa a reserve. The latter had tired of waiting for its formal award and so had leased the land to Gotty. The latter had driven 3,000 sheep on the land, far too many for the land to accommodate, and so they had wandered on to Daniell's run and other portions of the block with the consequence of 'a general outcry …' The runholders banded together and attempted to drive the sheep off, assisted by some un-named Maori: their efforts were resisted by Taratoa 'and a melee was the consequence … [although] nothing serious happened; it turned out a drawn battle: and victory was declared for neither party.' The *Wanganui Chronicle* claimed that the affair had no connection with the opposition to the sale of Rangitikei-Manawatu.[1312]

That Featherston had reportedly warned Ngati Raukawa he would engage Ngati Apa to drive them off the land astounded the *Press.* It chose to interpret his alleged threat as an attempt to employ violence to solve a question of title between the Crown and Ngati Raukawa. The government, it averred, should at once withdraw Featherston's

[1310] John Gotty, born in Germany, was an early Whanganui settler and owned Whanganui's Rutland Hotel. See Woon, *Wanganui old settlers,* pp.16-17.
[1311] 'The Manawatu difficulty,' *Hawke's Bay Herald* 21 July 1868, p.3. A slightly different version of these events can be found in *Wanganui Times* 14 July 1868. Cited in 'The Manawatu difficulty,' *New Zealand Herald* 17 July 1868, p.3. See also 'Disturbances at Manawatu,' *Taranaki Herald* 11 July 1868, p.3, citing the *Wanganui Times.*
[1312] 'The Manawatu,' *Wanganui Chronicle*. Cited in *Evening Post* 8 July 1868, p.2.

commission and refer the whole matter to an independent tribunal.[1313] The *Wanganui Chronicle* subsequently reported that, by way of a letter, Featherston had ordered Gotty to remove his sheep to the Ngati Apa side of the Rangitikei River lest he send his 'agents' to do so. Ngati Apa, according to this version of events, claimed to have been so 'ordered' by Featherston and proceeded accordingly, on at least three separate occasions. Ngati Raukawa had attempted to save the sheep but some 100 Ngati Apa, urged on by William McDonnell, slaughtered in brutal fashion some 400, burned down whare belonging to Ngati Raukawa, and then commenced, on the southern side of the river (at Matahiwi), 'throwing up rifle pits, evidently preparing for the vengeance they have called down upon themselves.'[1314] Ngati Raukawa complained to the Native Office, the outcome being that Halse advised Hunia against crossing the river and against interfering with Ngati Raukawa. In turn, Hunia and Te Ratana appealed to Featherston, complaining that Halse was:

> … blaming us for doing what you told us to do, to look after the land that belongs to the Crown … We are here to see that the Queen's *mana* reigns over the land as it is now hers. Also blaming us for bringing our guns with us. We look upon the guns as our property whilst we have them, and can take them where we please … We have left Parewanui, and are now living at this new settlement on the Queen's land.[1315]

Whatever else the Gotty affair signified, it was clear that tensions between Ngati Apa and Ngati Raukawa (or at least sections thereof) remained high. It was also clear that the implications of the incomplete purchase, and the failure to deal with the reserves for the non-sellers, were increasingly manifest. In August the Maori Runanga of Ngati Raukawa at Rangitikei, Manawatu and Otaki informed 'The Great Runanga of Wellington' of their intention of travelling to Wellington to ask the Governor to ensure that Ngati Apa 'may be sent back to Parewanui with their guns.' They claimed that the government was not dealing openly and directly with them; they noted that 'We have been many times in Wellington, but Dr Featherston was always above us,'

[1313] Editorial, *Press* 14 July 1868, p.2.
[1314] 'The Manawatu imbroglio,' *Wanganui Chronicle* 14 July 1868, p.2; and 'The Manawatu,' *Wanganui Chronicle* 2 August 1868, p.2. William McDonnell was the son of Commander McDonnell RN and brother of Major Thomas McDonnell. Belich described the latter as a longtime friend of McLean and Featherston. See James Belich, 'McDonnell, Thomas,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.
[1315] Hunia and Te Ratana to Featherston. Cited in 'The Manawatu,' *Wellington Independent* 28 July 1868, p.5.

and as for Featherston's claim that he had maintained the peace between Ngati Raukawa and Ngati Apa 'perhaps this may be so, perhaps not …'[1316] The claims accorded well with the dominant Ngati Raukawa narrative of 'coercion' and an 'enforced' sale.

Fox invokes the spectre of the Hauhau

The whole matter was the subject of some discussion in the House of Representatives in July 1868.[1317] Fox suggested that the outcome of the hearing into Parakaia's claim 'had not by any means settled the question actually to be decided by the [Native Land] Court' and had created among Maori 'a strong feeling of dissatisfaction which … would lead to great difficulty and complication.' He also claimed that if the government had given any undertaking with respect to a re-hearing, that, too, 'would only lead to a further complication of the matter, and be productive of a very unsatisfactory issue.'[1318] For the government and in response to questions posed by William Fox, Native Minister Richmond indicated that during June a deputation of 16 claimants had met the Governor and that Te Kooro Te One had presented a written statement seeking a rehearing of Parakaia's claim and ten other claims that had been withdrawn. He indicated that while Parakaia had no grounds for a further hearing, the other claims would be referred back to the Court. He also suggested that 'The claimants to the land at Manawatu seemed altogether to object to any decision of any Court which fell short of granting their claims in full.'[1319] The difficulty confronting Ngati Raukawa was that the Crown had taken upon itself directly to establish the ownership of the Rangitikei-Manawatu block and to pursue its purchase accordingly, while acting in support of those who opposed Ngati Raukawa's account of the region's history. Since the Native Land Court had declared that the Himatangi ruling would guide all other claims involving Rangitikei-Manawatu, the strong likelihood was the same result would follow.

[1316] ANZ Wellington AEBE 18507 LE/58 1868/129.
[1317] NZPD 1868, Vol 2, p.107.
[1318] NZPD 1868, Vol 2, pp.107-108.
[1319] NZPD 1868, Vol 2, p.108.

As part of the pre-hearing manoeuvrings, the non-sellers petitioned for the cancellation of Featherston's appointment as Land Purchase Commissioner.[1320] McDonald, towards the end of September 1868, urged Richmond to remove Featherston from any further involvement in the Rangitikei-Manawatu transaction. He levelled several serious allegations against Featherston: that at the very beginning of the negotiations Featherston declined to consider proposals for a resolution of the dispute and indeed had announced that he 'did not care to settle the dispute, but to buy the land;' and that Featherston 'afterwards threatened to allow the Ngatiapa to destroy the sheep stations on the Block merely because the squatters presumed to pay a portion of the overdue rents to the Ngatiraukawa' and had 'actually urged on the Ngatiapa to a serious breach of the peace.' McDonald cited the Gotty affair and claimed that hostilities had been avoided only by 'the determination of Ngatiraukawa not to be forced into a collision with the Govt, Ngatiapa having repeatedly stated that they were acting under the authority of the Commissioner Dr Featherston.'[1321] Featherston denied the charges and noted that McDonald had been dismissed from the Provincial Government's services for repeatedly interfering in the Rangitikei-Manawatu transaction.[1322] On 25 October 1868 a very large hui was held at Manawatu: the 'extreme selling party' was represented by Ihakara and Tapa, the non-sellers by the gazetted claimants, and the Hauhau by Wi Hapi and Herenui. The well-attended hui decided that the final settlement of the Manawatu question would be left to the Court; that the Court would be asked not to make an arbitrary division of the land but to ascertain and separate the land of sellers from that of non-sellers; and that the Hau-hau claimants were to attend the Court or forfeit their claims.[1323]

The claims were heard before the Native Land Court sitting at Bulls in November 1868: Fox appeared for the Crown and McDonald for the claimants. McDonald sought permission to withdraw the applications, but the Court refused, 'determined to proceed with the investigation or dismiss the cases finally and absolutely.'[1324] One of McDonald's concerns was the involvement of the Crown in the form of William Fox. Indeed, he sought the advice of J.G. Allan (a barrister at Bulls), and he indicated that

[1320] 'Manawatu block,' *Wanganui Chronicle* 6 October 1868, p.2.
[1321] McDonald to Richmond 26 September 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1322] Featherston to Richmond 23 October 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1323] 'Great Native meeting at Manawatu,' *Wanganui Chronicle* 29 October 1868, p.2.
[1324] Untitled, *Evening Post* 18 November 1868, p.2.

since section 40 of the Native Lands Act 1867 expressly prevented the reference of claims from the sellers, the Court erred in allowing Fox to oppose on behalf of the Crown 'as the Crown has no other interest than that derived from the conveyance by the sellers.' He went on to suggest that if the decision of the Court went against the claimants, the Supreme Court might grant a new hearing on the grounds that the Crown had been improperly admitted.[1325] McDonald wrote to Stafford and insisted that his clients were being seriously disadvantaged as a result of the involvement of Fox and Featherston and warning him that Ngati Raukawa 'will certainly think that they have been deceived by Mr Richmond, by whom, as they understood, they had been assured that Dr Featherston would not be here at all; but that the Court itself would sufficiently protect the interests of the Crown ...' [1326] McDonald also complained that the Crown was lodging 'technical objections.' In a draft letter the Government contemplated at least directing Fox 'to waive all formal objections and expedite the conclusion of the business as much as possible.' The Government emphasised 'the importance of obtaining decisions on broad grounds of equity as by such means alone can any permanent settlement be effected.'[1327]

McDonald's objections to the appearance of the Crown were overruled by the Court. The result, he informed Richmond, was that 'the Crown now appears by its Counsel as an "objector" whose claims need not, and by the terms of the Act, must not be investigated or questioned.'[1328] Henare Te Herekau and others made their views clear to the Governor in a petition dated 13 November 1868. They recorded that upon appearing in Court at Rangitikei (Bulls) they 'found their claims opposed by all the power, prestige and influence of the Crown represented by the Superintendent of the Province, the Resident Magistrate of the District, an official Interpreter of the Resident Magistrate's Court at Whanganui, and an English Barrister recently Prime Minister of the Colony.' They went on to claim that while they were called upon to 'prove a perfect title to their land,' the Crown could not be questioned. Moreover, they suggested, the Governor was 'aware of the oppression which has been practised

[1325] Allan to McDonald ? November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1326] McDonald to Stafford 7 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1327] Draft of a letter to Featherston 8 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1328] McDonald to Richmond 10 November 1868, ACIH 16046 MA13/116/73b.

upon us now for nearly 5 years in the name of the Crown … the attempts …now being made to defeat our just claims by a form of judicial procedure.'[1329]

In response to McDonald's intimation that he would advise his clients to withdraw their claims, Richmond suggested that:

> The Court has evidently acted upon the opinion that their duty could only be effectually done by taking a comprehensive view of the history of the whole title and the principle of the decision in Parakaia's case is drawn from an examination of the claims of all the parties. Nor have I heard of any reason to doubt that the action in the present claims will be on narrower grounds. The Court has really been acting as Commission of general inquiry.[1330]

The Court's decision left many of the claimants discontented, believing it not to have been in accordance with the Native Lands Act 1867. McDonald claimed that they considered themselves 'placed before the Court in such a disadvantageous manner that the ends of justice are likely to be defeated. They will not therefore accept as final any decision of the present Court; and, if a decision is given, they will endeavour by every lawful means to obtain a new trial.' McDonald thus announced his intention to withdraw his clients' cases in order that they might secure time 'to put themselves into the position to which … they are entitled …' Opposition by the Crown to withdrawal would, he suggested, insofar as his clients were concerned, 'tend to weaken if not destroy their hope and confidence in the justice of the Govt.'[1331] McDonald was acutely aware that he would be accused of vexatious delaying tactics.

Fox claimed that McDonald's threat had generated 'an emergency' and insisted that 'a large proportion of Mr McDonald's clients are known to be Hau Hau' and thus unlikely to accept any adverse decision of the Court, while postponement of the cases 'might have a very prejudicial effect on the Sellers, who are already very sore at the delays which have arisen in the settlement of this long standing dispute.'[1332] The objective sought by both Fox and the Wellington Provincial Government was clear enough, namely, to have the Court deliver on its claim that it would brook no delay and would deal with the claims 'finally and absolutely.' It is not clear what advice

[1329] Copy in ANZ Wellington ACIH 16046 MA13/116/73b.
[1330] Richmond to McDonald 15 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1331] McDonald to Stafford 14 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1332] Fox to Colonial Secretary 18 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.

Richmond took, but he quickly advised both Fox and McDonald that the Government had consented to the withdrawal of cases, while making it clear that it did not commit itself to grant any 'new reference' of the cases although it remained 'bound generally to an equitable treatment of each on its merits to be ascertained in such a way as they may judge most convenient.'[1333] The applicants were permitted to withdraw their applications and the Court was adjourned *sine die.*

Richmond looked for an alternative: in November 1868 he recorded that the Government had decided to appoint a special commission of four (including Fenton and Maning, and one member nominated by Featherston and one by the claimants). Such a commission 'should report on the whole subject of the purchase and should make recommendations for satisfying the outstanding claims.'[1334] Writing to Defence Minister Haultain, he stressed that:

> The interests of the Crown are engaged for the peaceful settlement of this case far more than for the acquisition of land. It is therefore of secondary importance to inquire how they might be affected in the latter respect if the sellers are satisfied to acquiesce. Exactly opposite opinions are expressed on this point, one party saying that the pride of the Ngatiapa is engaged, while the other party alleges that having received all the payment for which they stipulated, the sellers are indifferent to the future ownership of the land and except so far as the arrears of rent are concerned will agree to any plan the Government approve.[1335]

In December 1868, following what Rolleston described (in a draft of a letter to Featherston) as the failure of the Native Land Court 'to arrive at a decision as to the rights of the non-selling claimants to the Rangitikei-Manawatu Block,' he also noted that a decision had been taken to appoint a commission.[1336] The members were to be McLean (nominated by Featherston), Fenton, and Maning and one other (to be nominated by the principal non-selling claimants). Their task would be 'to inquire and report what persons if any' of those not bound by the Deed of Cession had, by Native

[1333] Richmond to Fox and McDonald 22 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1334] Richmond, Manawatu block 28 November 1868, in MA 13/73B, ANZ Wellington.
[1335] Richmond to Haultain 28 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b. For Haultain, see Gerard Hensley, 'Haultain, Theodore Minet,' *New Zealand dictionary of biography. Te Ara – the encyclopaedia of New Zealand*, updated 8 October 2013.
[1336] Draft of a letter, Rolleston to Featherston 11 December 1868, ANZ Wellington ACIH 16046 MA13/116/73b. See also, Draft of a letter, Halse to McDonald 3 December 1868, ANZ Wellington ACIH 16046 MA13/116/73b.

custom, interests in or right or title to the block and to establish what part or parts of the block were owned by the non-sellers. It appears that Alexander McDonald travelled to Wellington to represent the 'Manawatu claimants' in 'framing a deed of reference of the Manawatu dispute.'[1337] The non-sellers were to be required to sign an undertaking to submit to the commission's award or recommendation. When McLean declined to participate, Richmond abandoned the notion of a commission and reverted to the Native Land Court.

In 'as unsatisfactory state as ever'

By March 1869 it was clear that the Provincial Government's 1868 estimates of revenue had proved optimistic and hence it embarked upon a programme of sharp retrenchment, paring back departmental budgets and costs, and terminating grants to schools and road boards.[1338] In March 1869, when opening the Wellington Provincial Council, Featherston acknowledged that his hope that the Provincial Government's finances would have improved had not been realised. On that occasion he attributed the difficulties to the 'depression' enveloping the colony before examining the policy of confiscation, the withdrawal of the imperial troops, and growing discontent, distrust and hostility among Maori, including those loyal to the Crown. He couched his observations in terms that bordered on the apocalyptic, 'ruin,' 'utter destruction,' and a matter of 'life or death.' He conceded that the Rangitikei-Manawatu purchase remained in 'as unsatisfactory state as ever,' attributed the continuing delays to claimants, and suggested that a proposal for a commission that had emanated from the Government had been found to be 'utterly impracticable.' Without a trace of irony, he did welcome the Government's decision to return the matter to the Native Land Court.[1339]

[1337] McDonald to Cooper 17 December 1868; and McDonald to Stafford 28 December 1868, ANZ Wellington ACIH 16046 MA13/116/73b. See also Featherston to Stafford 12 December 1868, ANZ Wellington ACIH 16046 MA13/116/73b. In January 1869 Featherston claimed that McDonald was 'doing an infinity of mischief and will, if not checked, in all probability bring on collision between the tribes.' Featherston to Stafford 20 January 1869. Cited in Stafford to Featherston 25 January 1869, ANZ Wellington ACIH 16046 MA13/119/75a.

[1338] 'Financial statement,' *Wellington Independent* 27 March 1869, p.5. An attempt – unsuccessful – was made in the Wellington Provincial Council to reduce Featherston's annual salary from £1,000 to £700. See Provincial Council, Friday 12 June,' *Wellington Independent* 13 June 1868, p.6.

[1339] 'Opening of the Provincial Council,' *Wellington Independent* 20 March 1869, p.6.

Parakaia did secure a small victory when in February 1869 the Native Land Court, under Judge Munro, upheld his claim to a share in the 450-acre Te Paretao, one of several pieces of land exempted from the Te Awahou sale. As noted in Chapter 3, Te Wereta had offered the block to Featherston and the sum £500 had been paid: Parakaia Te Pouepa's claim to a share was ignored. Despite Buller's best efforts, the Court awarded him one fifth or 88 acres of the block, a decision that gave 'great satisfaction' to Maori. Featherston contemplated an appeal, on the grounds that Parakaia's occupation was 'in no way established by the evidence before the Court,' but abandoned that course of action once an agreement was reached over boundaries.[1340] Further, the Court upheld the claim of Te Whatanui (son) for some 5,000 acres on the south side of the Manawatu. The application was described as the first case in which land excluded by the Native Lands Act 1865 had been taken to court. The land formed part of the New Zealand Land Company's original block and 'the Judge confessed his inability to explain to the natives the meaning of the clause in the act of 1867, professing to protect the interests of persons who have chosen to retain their right of selection on "extinguishment of the native title."'[1341]

Those modest successes apart, there was among Ngati Raukawa a great deal of uncertainty and anxiety over the likely future course of government policy and actions involving, especially, their lands: 'When they have conquered these Hauhaus what will they do to us? Will our lands be secure? Can we trust to the justice of the Government when it is strong; or do our rights depend merely upon its weaknesses and our power?' were some of the questions widely debated. Predictably, perhaps, the *Wellington Independent* attributed the apparent unease to the activities of the opponents of the Rangitikei-Manawatu transaction. 'When we have a party in our midst who are never weary of denouncing the Manawatu purchase as a "monstrous injustice,"' it suggested, 'when at the outside, it was nothing worse than a blunder, which we have ever since been endeavouring to rectify, we need not wonder at the same confusion of ideas existing in the native mind.'[1342] The admission that the transaction in part or in whole constituted 'a blunder' marked an interesting shift. Still, during the Provincial Council elections of June 1869, the apparent inability of

[1340] 'Native Land Court – Otaki,' *Evening Post* 13 February 1869, p.2.
[1341] 'Native Land Court – Otaki,' *Evening Post* 13 February 1869, p.2.
[1342] Editorial, *Wellington Independent* 2 March 1869, p.2.

the Provincial Government to gain quiet possession of the block was again attributed to a 'small minority … backed up by interested parties – capitalists such as Rhodes, Levin, and Pharazyn – who counted on getting hold of large slices of it.'[1343]

In May 1869 Te Kooro Te One and five others gave notice to those leasing the iwi's land that it wished to resume a portion 'as a livelihood in these days in which our money and all our means of living is stopped.'[1344] The *Evening Herald* described the move as 'a most ingenious plan to bring the vexed rent question to a final issue.'[1345] As interesting was a letter that followed in which the writer claimed:

> Unjustly outlawed in 1862 by the political trickery of Dr Featherston and Mr Fox; without a head, for their wise and powerful chief, Nepia Taratoa, died early in 1863; Ngatiraukawa at first offered a mere blind, unreasoning and desultory opposition to the persecution by which Dr Featherston and Mr Buller endeavoured to deprive them of their land. But by degrees the various *hapu* and individuals of the tribe collected themselves and their wrongs under the wing of an English lawyer – Mr Izard; and by his aid the first check was given to the rampant tyranny and official insolence of His Honor the Superintendent and his subordinate, Mr Buller. Since that time the proceedings of the Manawatu natives have been strictly legal and constitutional; seeking only, by the proper methods, to get the questions at issue between themselves and the Superintendent fairly tried before a competent court. Many times they have petitioned the Government to have the whole matter at issue left to the decision of *any* Judge of the Supreme Court, assisted by such 'native experts' as he might think necessary. But Dr Featherston's political influence has hitherto defeated the prayer of these petitions.[1346]

'Trickery' was the claim advanced by William Travers (MHR Christchurch City).[1347] In July 1869 he introduced a bill to amend the Native Lands Act 1867: the proposed measure dealt with the block that the New Zealand Land Company had 'purchased,' surveyed, and laid off in sections and in which it had sold rights of selection. Those rights had been expressly reserved by the Land Orders and Scrip Act 1858 and the Native Land Acts 1862 and 1865). But, according to Travers, the Native Lands Act 1865 contained 'a mis-recital' by which the power of exercising the right of selection

[1343] 'Untitled,' *Evening Post* 9 June 1869, p.2.
[1344] 'Letter of the Manawatu Natives to the squatters,' *Evening Herald* 10 May 1869, p.2.
[1345] Untitled, *Evening Herald* 10 May 1869, p.2.
[1346] 'Correspondence,' *Evening Herald* 11 May 1869, p.2.
[1347] See R. Winsome Shepherd, 'Travers, William Thomas Locke,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 18 March 2014.

had been extended over a block of country that comprised not only the original block, but also an additional and large tract of valuable country. The key additional words were 'or elsewhere in the Province of Wellington' and those words had not appeared in the Act from which the recital was purported to have been taken.

Travers then proceeded to examine Featherston's 'purchase' of the Rangitikei-Manawatu block and the protests entered by 'a large number' of Ngati Raukawa. While section 40 of the Act of 1867 had been passed to allow those who had not signed the deed of cession to bring claims before the Native Land Court, section 41 provided that the right of selection on the part of the New Zealand Company's purchasers was now restricted to lands over which Native title had not been extinguished. The result, he suggested, could well be that the Native Land Court might recognise the claims of the non-sellers who would then find, after meeting all the costs involved in securing titles, that they would hold the land subject to selection by the holders of the New Zealand Company's land orders. That would constitute, he suggested, 'a very gross iniquity upon the Natives.' In short, the Maori owners would be called upon to satisfy the Crown's obligations. Travers suggested that the whole business savoured of 'a trick' by means of which Maori, at their expense, would be required to give the Company's purchasers the benefit of a purchase made some 30 years previously. Should that be the actual result, Travers predicted, conflict would follow in response to 'such attempts at oppression and fraud.' His Bill sought to repeal the offending sections.[1348] Richmond concurred with Travers's analysis, but attributed the enactment of the offending sections to 'confusion' during the Act's committee stages.[1349] A second reading of the Bill was set down for 13 July 1869 but it was withdrawn some six weeks later, on 31 August.

Conclusions

One of the key elements of the narrative advanced by Ngati Raukawa was that it had been denied the right awarded to all other Maori to have its claims tested in the court established specifically to investigate and adjudicate upon such claims. In its view,

[1348] NZPD 1869, Vol 5, pp.372-375.
[1349] NZPD 1869, Vol 5, pp.375-376.

the acquisition of Rangitikei-Manawatu transaction amounted to a forced transaction and thus constituted a form of confiscation, a claim that in the wake of the Waitara fiasco, generated considerable public unease. Featherston had long opposed any referral of the matter of ownership to the Native Land Court, insisting that such a course of action would initiate a protracted and costly process and produce an outcome that one party or the other would not accept. Rather, he desired and sought a political solution. The tactics he employed to secure the consummation of the sale were familiar enough: first among them – and intended in particular for Maori - was to proclaim, in the wake of the hui at Te Takapu - that the purchase was 'absolute,' that is, embraced the entire block, to repeat that conviction, and to act accordingly. He set about restating his base claim, namely, that intervention and purchase had been necessary to avert conflict; he challenged the standing, integrity, and credibility of his opponents; he minimised the strength of the opposition to the sale; he accused the missionaries and other Pakeha of manipulating Maori in their own selfish if not nefarious end, thus insinuating that Maori were not capable of arriving independently at sound judgments and of mounting a campaign in opposition; and he attempted to divide those owners opposed to him. He displayed a studied lack of interest in the events of the pre-annexation period that had shaped inter-iwi relationships in the region, calmly ignored the directives from the General Government over, in particular, the matter of reserves, and nurtured his relationship with Ngati Apa. Indeed, he was accused of employing Ngati Apa to intimidate his Ngati Raukawa opponents: it is not clear that such accusations were entirely well-founded, but Ngati Raukawa clearly felt threatened, a fear that the General Government suspected had some basis.

In his campaign Featherston was ably assisted by Buller: although it is possible that many of allegations against Featherston's agent originated in misunderstandings, Buller being less fluent in Te Reo that he affected, he did employ at least two questionable tactics in his bid to present Featherston with as complete a Deed of Cession as he could. First, he secured the signatures of individuals whose claim to any interest in Rangitikei-Manawatu were at best marginal and in all likelihood fanciful, a process that might best be termed 'swamping.' The second, and related, tactic was to insist or at least convey the impression to those reluctant to sign that the purchase was

an accomplished fact and that any refusal to sell would mean loss of any entitlement to a share of the purchase monies.

As public disquiet mounted over the integrity of his approach to the purchase of the block and Buller's tactics, as predictions circulated that military intervention alone could solve the imbroglio, and as new challenges were mounted to the exemption of the Manawatu lands, Featherston began to shift his ground. Although still prepared to vilify his opponents, he endeavoured to cast himself as the defender of the rights of the dissentient minority. After having adamantly opposed referral to the Native Land Court he moved to propose arbitration and indeed investigation, although by a special commission rather than the Native Land Court. Indeed, rumours circulated during 1867 that those opposed to the transaction would be forced to prove their claims. The irony was lost neither on Featherston's Maori opponents nor upon some sections of the colonial press. Nor did it escape attention that it was only after Buller had largely succeeded in his mission to acquire as many signatures as possible that Featherston chose to portray himself as the defender of the rights of those averse to selling.

When the matter finally reached the Native Land Court, the Crown chose to appear as the counter-claimants, a decision that would have important ramifications. After a protracted hearing, the Native Land Court offered a ruling to which both sides offered strong objections, a ruling in which it appeared to struggle to reconcile the historical evidence with the Crown's claims of purchase. It concluded, on the one hand, that Ngati Apa had been never been 'absolutely dispossessed,' that it had been 'compelled' to share the lands it claimed with Ngati Raukawa, and that it had been forced 'to 'acquiesce in joint ownership.' It chose not to explore or in any way adumbrate upon the implications or significance of the terminology in which it had elected to couch its findings. Further, it ruled that while the claimants were entitled only to that small portion of Himatangi that they had 'actually occupied,' it nevertheless awarded half of the block to Ngati Raukawa and the balance to Ngati Apa/Crown. The application of that 'principle' to the remaining claims to Rangitikei-Manawatu carried with it the possibility that the Crown might have to forfeit a significant proportion of its 'purchase' (and of the purchase monies). Featherston's initial denunciation of the Native Land Court's ruling, the legal and political manoeuvring that followed in respect of the remaining claims and the efforts by Ngati

Raukawa to secure a re-hearing, constituted a clear acknowledgement of the high stakes involved.

The campaign of passive resistance mounted by Ngati Raukawa and Ngati Kauwhata in the wake of the Native Land Court's ruling, and the pressure to allow a re-hearing, combined with the increasingly fragile financial position of the Provincial Government of Wellington for which it might find itself ultimately held responsible, placed the General Government in an awkward position. It had, after all, declared that it had no wish to acquire land from those unwilling to sell, and it had declared that all those who had not accepted any part of the purchase monies were entitled to have their claims heard. At the same time it was conscious of the fact that during the Himatangi and the later (abandoned) hearings, it had appeared as Ngati Raukawa's opponent. In such circumstances it decided that the most prudent course of action was to refer all outstanding claims back to the Native Land Court. The 'second Himatangi hearing' and its aftermath are examined in Chapter 8.

Chapter 8: The Rangitikei-Manawatu transaction: the second Himatangi hearing

Introduction

As those among Ngati Raukawa opposed to the sale of Rangitikei-Manawatu pressed for further investigation of their claims, and as sections of the press found it difficult to reconcile assurances emanating from the Wellington Provincial Government that the purchase had been completed with continuing protests, the General Government, notably through Richmond, exhibited signs of distinct unease over the manner in which the transaction had been conducted. By March 1869 'Titokawaru's War' in South Taranaki was only just drawing to a close. Te Kooti would conduct his campaign for many more months. Economically, the colony was in serious difficulty: during 1869 the Fox Ministry formulated a development plan intended to re-vitalise colonisation through the construction of public works, large-scale assisted immigration, the large-scale acquisition of lands from Maori, and enhanced internal security. That plan pivoted on the ability of the General Government to secure foreign capital and that in turn depended upon the maintenance of order and stability. As pressing was the precarious state of the Wellington Provincial Government's finances and the very real possibility that it might default on its loans.

As public doubts over the conduct of Rangitikei-Manawatu transaction intensified, amid realisations that the protests of the non-sellers had their genesis in the region's complex pre-annexation history and in the circumstances surrounding the exclusion of the block from the jurisdiction of the Native Land Court, Richmond searched for ways in which to resolve the difficulties. The outcome would be the second Himatangi hearing, a proclamation that Native title in respect of the block had been extinguished, further letters, petitions and representations by those who felt aggrieved by the Crown's conduct, and what amounted essentially to a campaign of passive resistance intended to deny the Wellington Provincial Government quiet possession of the lands the purchase of which it considered complete. Chapter 8 explores these matters as they led to McLean's 'intervention to save an intervention.'

Historians and the second Himatangi ruling

The second Himatangi verdict has attracted a good deal of critical comment from historians. Buick claimed that the Court bowed to political pressure and insisted that Ngati Raukawa confronted not only Ngati Apa but the Governor and the General and Provincial Governments, although he did suggest that 'amidst such a conflict of truth and falsehood no one could well be blamed for going astray.'[1350] Wilson, on the other hand, suggested that the judgment was 'very proper and fair …'[1351] Petersen claimed that the second Himatangi and other rulings served to facilitate the sale of the lands concerned to the Crown, and suggested that it was impossible to 'escape the conclusion that the Court, to its disgrace, was largely actuated by this consideration. It was a most convenient verdict. The land passed to the Government and a fraction only of the purchase money went to the real owners.'[1352]

More recently, Anderson and Pickens suggested that the Himatangi judgment of 1868 had been delivered by a court attempting to reconcile conquest and occupancy as grounds for ownership, and that the Himatangi judgment of 1869 was made by a court prepared to deny 'well-established historical fact in order to establish occupancy as the primary grounds on which ownership would be established.' Thus, they suggested, 'There is reason to suspect that this judgment [of 1869] was framed in that particular way to justify the disregard that had been shown for Ngati Raukawa during the purchase of the Rangitikei-Manawatu district.'[1353]

The Manawatu lands and provincial solvency

The Wellington Provincial Government's financial position deteriorated sharply during 1868 and 1869. Indeed, by 1868 the Provincial Government was deeply in debt, a predicament attributed to 'the falling' of the Consolidated Fund (that is the decline in transfers from the General Government), the almost entire cessation of land sales, the general decrease of other provincial receipts, and interest charges on

[1350] Buick, *Old Manawatu*, p.165.
[1351] Wilson, *Early Rangitikei*, p.166.
[1352] Petersen, *Palmerston North*, p.40.
[1353] Anderson and Pickens, *Wellington district*, p.235.

borrowed monies. It had raised £74,000 by way of three loans, 'immediately or shortly redeemable,' and faced the prospect of having to default on two of those loans involving £58,000. In October 1868, Featherston thus applied to the General Government to have those loans included in the Schedule of the Public Debts Act 1867 with a view to reducing the interest payable to five percent, thereby generating an estimated annual saving of £7,657.[1354] The Government declined, observing that in any case the estimated saving would not exceed £2,960 per annum.[1355] By the end of June 1869, the Wellington Provincial Government's liability on account of existing loans stood at £86,750, while annual interest and sinking fund charges amounted to £8,514. To that burden had to be added the Province's share of the General Government's loans, namely, £124,700, plus annual charges of £7,482.[1356] During 1869, as the position deteriorated, the Provincial Government suspended public works construction, highways remained unrepaired, subsidies to schools and road boards were withheld, and the government's own employees and contractors were left unpaid. Even policemen had been reduced, or so it was claimed, to trying to earn a subsistence by hunting deserters from naval ships, while Provincial Councillors had taken to turning up only on pay days. Moreover, the Province had been barely able to service its debts. Fox later claimed that when his Ministry took office in 1869, Featherston was:

> … overwhelmed with political debt and difficulties, and absolutely afraid to walk down the street, on account of the political duns that were looking after him – his own salary and the salaries of his officials unpaid, and the whole province hung up on account of its impecuniosity. The trust funds had absolutely to be taken to meet the ordinary expenditure.[1357]

The sale of the Manawatu lands constituted the Provincial Government's last chance for solvency. Without those sales, according to the Provincial Secretary, the Government would have 'to throw up their cards.' To add to the difficulties, 'numerous outstanding land orders' remained and it was expected that the holders

[1354] Featherston to Stafford 2 October 1868, AJHR 1868, B8, pp.2-3.
[1355] Stafford to Featherston 15 October 1868, AJHR 1868, B8, p.3.
[1356] The monies had been raised under the Wellington Loan Act 1854, the Wellington Loan Act 1855, the Wellington Loan Act 1862, the Wanganui Bridge Act 1866, the Wellington Loan Act 1866 (No 3), and the Wellington Loan Act 1866 (No 11). AJHR 1869, B6. The comparable figures for Auckland were £38,750 and £3,100; for Nelson £17,400 and £1,740; for Canterbury £122,500 and £9,999; and for Otago £273,700 and £24,287.
[1357] NZPD 1874, Vol 16, p.849.

would seek to satisfy their claims before the Rangitikei-Manawatu block was opened for general settlement.[1358] Repeated claims emanating from the Wellington Provincial Government that the 'Manawatu difficulty' had been settled and that monies from the sale of land would quickly replenish the bare provincial coffers were, in the light of the resistance to the survey, ridiculed.[1359] Indeed, it was clear that the Provincial Government had only just managed to stave off disaster, in part through securing an advance of £10,000 from the Bank of New Zealand. The hope was that the coming year's revenue would sustain the government and its departments: the difficulty was the revenue depended in good measure on sales of the Manawatu lands and the prospects of securing such receipts, in the face of opposition to the survey of the block, and demands by the dissentients for another investigation, appeared to be slight.

'Fair play' for the non-sellers?

In response to sustained pressure, the General Government referred back to the Native Land Court 'all questions affecting the title or interests' of all Maori who had not signed the 1866 Deed of Cession.[1360] Table 8.1 summarises those claims. The hearing was held in Wellington before Fenton and Maning; W.T.L. Travers (assisted by Archdeacon Hadfield, Thomas Williams, and Alexander McDonald) acted for the dissentients and Attorney General Prendergast for the Crown, the latter's presence a measure of the importance the Crown attached to the proceedings. Some 100 Maori made the journey to Wellington to attend the hearing and were accommodated in the town's native hostelry.[1361] 'Whatever the result of the inquiry may be,' opined the

[1358] 'Wellington,' *Press* 19 January 1870, p.2; and 'Wellington No.II,' 24 January 1870, p.2. In October 1871, The Commissioner for the New Zealand Company's Land Claims advised the Minister of Justice that 1,300 acres were still required to satisfy the remaining holders of the land orders originally selected in the New Zealand Company's Manawatu block. In addition, 15,000 acres were required to satisfy those who selected land in the Otaki and Waikanae districts, noting that the Company had not ever surveyed land in those districts. See Lewis to Minister of Justice 6 October 1870, ANZ Wellington ACIH 16046 MA13/120/75b.
[1359] See, for example, Untitled, *Evening Herald* 4 January 1870, p.2 and 17 January 1870, p.2.
[1360] Untitled, *New Zealand Gazette* 34, 26 June 1869, pp.301-302.
[1361] The matter of the costs led to a claim by the hostel's custodian against Alexander McDonald (as 'agent for the dissentients') for £138, a Supreme Court jury finding for the defendant. See 'Supreme Court,' *Evening Post* 9 March 1870, p.2.

Wellington Independent, 'it can never be said that the native claimants have not had fair play in this matter.'[1362]

Table 8.1: Claims submitted by the non-sellers, Rangitikei-Manawatu block, May 1869

Claimants	Blocks
Akapita Te Tewe and others	Hikungarara
Keremihana Wairaka	Tawhirihoe
Paraninihi Te Tau	Reureu Pukekokeke
Pumipi Te Kaka	Makowhai
Wiriharai Te Angiangi and others	Kaikokopu
Henare Te Waiatua and others	Oroua
Hare Hemi Taharape	Omarupapako
Rawiri Wanui	Kakanui
Te Kooro Te One	Mangatangi
Te Ara Takana	Awahuri

At the outset, Fenton ruled that the Court would hear all the claims relating to the Rangitikei-Manawatu block together, that it would determine what he termed Ngati Raukawa's 'national title,' and that the ruling 'would be binding on every member of the Ngatiraukawa tribe whether present or not.' In short, if one claim succeeded then all might succeed, if one failed then the others stood to fail. Travers had argued that the Court could only deal with the claims that had actually been preferred: that raised the prospect that groups of claimants could well succeed one another, thereby postponing any settlement for the foreseeable future, and that was a prospect dreaded by the Wellington Provincial Government and which Fenton's ruling was intended to preclude.

Competing narratives

For the claimants, Travers repeated Ngati Raukawa's central claim, namely, that Te Rauparaha with the assistance of his allies 'completely' subjugated Ngati Apa and Rangitane, the resident iwi being 'placed in a condition of submission or bondage to the conquerors. The conquest was complete within the rules of Maori custom. Joint

[1362] Editorial, *Wellington Independent* 22 July 1869, p.2.

occupation on friendly terms after this [was] almost an impossibility … Ngati Apa were allowed to remain in occupation of the land on sufferance.'[1363] The claimants also argued that Ngati Toa had surrendered to Ngati Raukawa its 'over-arching' rights over Rangitikei-Manawatu, which rights they had continued to exercise. He also argued that if any Ngati Apa acquired rights subsequent to the conquest they did so as individuals who actually occupied and that they were absorbed into Ngati Raukawa or the occupying hapu.[1364]

For the Crown, Prendergast argued, when he opened his case on 5 August, that Ngati Apa had never been conquered, that a 'firm friendship' had been established between Ngati Apa and Ngati Toa through the marriage of Te Rangihaeata and Te Pikinga, and that Ngati Apa and Rangitane had never been disturbed in their possession of the land in question. He went on to claim that Ngati Raukawa had arrived in the region in 1829 as fugitives and refugees seeking the protection of Te Rauparaha and Ngati Toa and, further, that the arrival of Ngati Raukawa did not affect the relations subsisting between Ngati Apa and Ngati Toa. Subsequent to the Battle of Waiorua, Ngati Apa and Ngati Raukawa had remained at peace: small groups of the latter had settled on the Manawatu lands, and, the Crown conceded, acquired 'certain permissive rights of ownership …'[1365] That settlement, Prendergast asserted, was with the 'tacit assent' of Ngati Apa 'who, if not of themselves in a position to resist, were backed by the numerous and powerful Wanganui tribes, ever ready for a pretext to make war upon the Ngatiraukawa.'[1366] He went on to note that Ngati Apa chiefs had signed the Treaty of Waitangi in 1840, at which time Ngati Apa and Rangitane were in absolute possession of the Rangitikei-Manawatu; that Ngati Apa conducted the leasing negotiations; and that the bulk of the claimants were residents of Otaki, Ohau, and Waikanae and members of hapu that had never acquired rights by occupation over any part of the Manawatu lands. The attempt made to prove that in 1849 there had been what he termed 'a general partition' among Ngati Apa, Rangitane and Ngati Raukawa had, he submitted, failed. The leases, while of little value in determining customary ownership, nevertheless 'proved' that, until the sale of the block to the

[1363] Native Land Court, Wellington, 'Notes of evidence, Rangitikei-Manawatu Claims, 14 July 1869, in ANZ Wellington ACIH 16046 MA 13/73b.
[1364] 'Manawatu land dispute,' *Wellington Independent* 12 August 1869, p.2.
[1365] Untitled, *Wellington Independent* 7 August 1869, p.2.
[1366] Untitled, *Wellington Independent* 7 August 1869, p.2.

Crown, the non-resident hapu of Ngati Raukawa had not advanced any claim to the land. He also claimed that Travers had 'thrown over' 500 or 600 of his 'party' and that most of those remaining had never exercised any acts of ownership over the block. Finally, he cited McLean (who had been called by the claimants) to the effect that, at the time of the Rangitikei-Turakina transaction, 'the right of the Ngatiapa to the whole of the disputed block – from the Rangitikei River to Omarupapako – was recognised and admitted by the Ngatiraukawa tribe.'[1367]

It was not entirely clear what Prendergast meant by 'tacit assent:' in its ordinary meaning, the phrase means to accept reluctantly but without protest. Was Prendergast saying that Ngati Apa did not object or was unable to object to Ngati Raukawa's acquisition of 'permissive rights'? Nor did he attempt to explain why Ngati Apa 'reluctantly accepted' the arrival of Ngati Raukawa when it apparently had the backing of Whanganui. As he closed his opening address, Fenton advised him that 'it would not be necessary to examine witnesses for the Crown on the alleged subjection of the Ngati Apa to a condition of slavery and dependence, as it appeared to the Court from the evidence before it that the case for the claimants had entirely failed on that point.'[1368]

The Court rules: Part 1

The central issue was that of tribal right, that is, whether Ngati Raukawa had secured dominion over the lands prior to 1 January 1840 by way of conquest or possession, or, in other words, whether the rights of Ngati Apa had been completely extinguished 'subsequently to conquest and occupation …' or whether Ngati Apa retained ownership according to Maori custom in January 1840. If it had retained such ownership, the question was then whether it was 'hostile to, independent of, or along with that of the Ngatiraukawa, or any and what hapu or hapus involved.'

The Court's ruling was presented in two parts: the first, on 23 August, dealt with general issues, notably the matter of inter-tribal rights. The Court ruled:

[1367] Untitled, *Wellington Independent* 7 August 1869, p.2.
[1368] Untitled, *Wellington Independent* 7 August 1869, p.2.

> 1st. That Ngati Raukawa did not acquire by pre-1840 conquest of Ngati Apa by themselves or through Ngati Toa dominion over the land, or any part thereof;
> 2nd. That while Ngati Raukawa as a tribe did not acquire by occupation any rights over the estate, the three Ngati Raukawa hapu, namely, Ngati Kahoro, Ngati Parewahawaha, and Ngati Kauwhata, by January 1840, did acquire rights by occupation which constituted them owners, according to Maori usage and custom.[1369]
> 3rd. That Ngati Apa's rights were not extinguished but were affected to the extent that the Ngati Raukawa had acquired rights.
> 4th. That the ownership rights of the Ngati Raukawa hapu existed along with those of Ngati Apa.[1370]

Predictably, perhaps, the *Wellington Independent*, in an editorial that opened with Fenton's pronouncement that 'The estate belongs to the Ngatiapa,' hailed the ruling as 'a triumphant vindication of the purchase,' as proving that Williams's pamphlet [*The Manawatu purchase completed*] was 'a tissue of the veriest trash,' and that Hadfield had been shown to be 'entirely ignorant of Maori law and custom.' It went on to claim that Maori had had 'full justice meted out to them,' while suggesting that any attempt to foment dissatisfaction and dissent 'will be positively criminal, and will deserve condign punishment.'[1371] The journal was confident that Maori would accept the ruling.

The Court rules: Part 2

The Court sat again on 7 September 1869. It declined to examine the Ngati Apa list of claimants on the grounds that it had declared dominion to be with the Ngati Apa. In effect, the claims not only of Ngati Apa but of all those who claimed through that iwi were never subjected to formal scrutiny. The Court also decided that it was for Ngati Apa to mark off a portion of land for the members of the three hapu of Ngati Raukawa who had not signed the deed of cession.[1372] The list of claimants was scrutinised with the result that just 62 of the 500 claimants were admitted as having

[1369] The Court heard further evidence relating to Ngati Te Ihi Ihi but remained unconvinced and excluded that hapu.
[1370] AJHR 1870, A25, p.3.
[1371] Editorial, *Wellington Independent* 4 September 1869, p.4.
[1372] Untitled, *Wellington Independent* 9 September 1869, p.2.

any right, title, or interest in the lands. In response to Travers's claim that some of those whose names had been struck out were absent and imperfectly represented by their friends, the Court adjourned to the 17 September to allow defeated claimants to muster fresh evidence, although the *Wellington Independent* declared that the proceeding would be 'simply a formality.'[1373]

According to that same journal, the ruling exposed 'the true character of the opposition which has so long delayed the settlement of the Manawatu question, and retarded the progress of the province.' It congratulated Featherston on 'having consistently refused to propitiate his opponents by promising to the Church party the coveted grant of land on the Whakaari plains …' It excoriated all those who had supported the claimants, noting that 'The late government gave him no sympathy and little support, while the native claimants received every assistance and encouragement.' The journal took particular satisfaction in the Court's finding that just a small number of persons had been able to prove any interest in the land, that, with few exceptions those rights had been recognised by the Crown (and indeed by Featherston from the very outset), and that those claims would have long since been settled 'but for the overwhelming number of fictitious claims that were set by the non-resident Ngati Raukawa.'[1374]

As noted, on 17 September the Court issued an order that allowed for 'a further period to enable the parties to agree upon the boundaries of the lands allotted to the three hapu of Raukawa.' Maori understood that they were to reach that agreement, but it was Featherston and Buller who, perhaps taking advantage of the apparently loose wording of the order, hurriedly made their way through the district in the hope of securing an agreement with the 62 claimants. Indeed, Te Kooro Te One later recorded that, immediately following the 25 September sitting of the Native Land Court, Featherston called a meeting in his office and proposed that they should at once make arrangements for the reserves 'as the principal persons were present.' He claimed that the sellers agreed but that he and Miratana did not. Featherston, he noted, went up the

[1373] Untitled, *Wellington Independent* 9 September 1869, p.2.
[1374] Editorial, *Wellington Independent* 4 September 1869, p.4. See also 'The Manawatu case,' *Evening Herald* 1 September 1869, p.2.

coast and made the division anyway.[1375] At Oroua, the Ngati Apa rangatira who accompanied Featherston proposed that each non-seller in the three hapu admitted as claimants should be awarded ten acres. That proposal was rejected, while Featherston's suggestion of 100 acres per person was, according to Buller, accepted. On the other hand, those who gathered at Matahiwi made it plain that they would 'take nothing except at the hands of the Court.'[1376]

Featherston, accompanied by Buller and Booth, arrived back in Wellington on 24 September 1869. He had been, the *Evening Post* reported, 'completely successful in making arrangements with all those dissentients whose claims were allowed by the Native Land Court.' Five thousand acres had been set aside for 60 claimants.[1377] When the Court reconvened the next day, 25 September, McDonald was absent, but Ratana Ngahina and Hakaraia Koraho of Ngati Apa and Hoeta Kahuhui of Ngati Kauwhata advised the Court on the state of the negotiations between Ngati Apa and Ngati Kauwhata. The Court also took 'further Native evidence … as to the absolute requirements of the hapus for whom provision was about to be made …'[1378] It then issued its ruling.

Maning took the opportunity to rehearse the Court's view of the region's pre-annexation history. He indicated that Te Rauparaha, aided by his Ngapuhi allies, acquired 'a large territory to the North and South of Otaki, the former possessors which he had defeated, killed, or driven off.'[1379] Te Rauparaha then invited Ngati Raukawa to join and support him: the Court emphasised its view that Ngati Raukawa, in passing through the lands of Ngati Apa, 'took a kind of *pro forma*, or nominal, possession of the land, which, however, would be entirely invalid except as against parties of passing adventurers like themselves, who might follow; because the Ngati Apa tribe, though weakened, remained still unconquered …'[1380] In any case, Maning asserted that on his return to Kawhia after the first incursion, Te Rauparaha made

[1375] Young to Clarke 16 March 1874, ACIH 16046 MA13/118/74a.
[1376] AJHR1870, A25, p.4.
[1377] Untitled, *Evening Post* 25 September 1869, p.2.
[1378] Anderson and Pickens, *Wellington district*, p.131.
[1379] AJHR 1869, A25, p.4.
[1380] AJHR 1870, A25, p.5.

peace with Ngati Apa 'thereby waiving any rights he might have been supposed to claim over their lands.' [1381]

The analysis offered by Maning has the feel of the deductive. In order to explain Ngati Raukawa's attacks on Ngati Apa in the face of the 'friendly and confidential relations' established between it and Ngati Toa, Maning suggested that Ngati Toa accepted 'the destruction of a few individuals' as the price for the military support that Ngati Raukawa offered. From there it followed that 'It was the pride and pleasure of the Raukawa to hunt and kill all helpless stragglers whom they might fall in with …' Thus Maning could conclude that 'no acts of the Ngatiraukawa Tribe previous to the arrival of their whole force at Kapiti, whether by killing or enslaving individuals of the Ngatiapa, or by taking a merely formal possession of any of their lands did give them … any rights of any kind whatever over the lands of the Ngatiapa Tribe according to any Maori usage or custom.'[1382] Moreover, Te Rauparaha armed Ngati Apa (a matter on which Maning laid great emphasis) and employed them as 'a check upon his friends the Ngatiraukawa, who were much superior to his tribe in numbers …' In this narrative, it was Rangitane together with Muaupoko who attacked Te Rauparaha at Te Wi, a few of the former surviving Te Rauparaha's revenge attacks but who, in consequence of their close ties with Ngati Apa, remained undisturbed at Puketotara.

After their arrival in 1829, Ngati Raukawa remained about Kapiti, Waikanae, and Otaki before taking up, hapu by hapu, portions of the 'conquered country which had been granted or allotted to them by the paramount chief Rauparaha.' How he reconciled that conclusion with the Court's first general finding that Ngati Raukawa did not by pre-1840 conquest of Ngati Apa 'or through Ngati Toa' gain dominion over the land, Maning did not say. He went on to argue that by thus arming Ngati Apa and settling Ngati Raukawa on the conquered lands, Te Rauparaha created bulwarks against his northern enemies. Again the narrative takes on a deductive feel, for Maning then found that Te Rauparaha did not allocate any lands to Ngati Raukawa within any of Ngati Apa's ancestral lands for to have done so 'would have been clearly inconsistent with the relations then subsisting between himself and the Ngati

[1381] AJHR 1869, A25, p.5.
[1382] AJHR 1870, A25, p.5.

Apa Tribe over whose lands he had never claimed or exercised the rights of a conqueror …'[1383]

Maning then proceeded to deal with the awkward fact that three hapu of Ngati Raukawa had settled on the Manawatu lands, and that they had been 'unopposed by the Ngatiapa, on terms of perfect alliance and friendship with them, claiming rights of ownership over the lands they occupy, and exercising those rights, sometimes independently of the Ngatiapa, and sometimes conjointly with them …'[1384] The explanation for their presence he affected to find, not in any conquest by Te Rauparaha, but in an invitation extended by Ngati Apa to Ngati Parewahawaha and Ngati Kahoro. Quite why Ngati Apa invited the two hapu to settle on the block he chose not to say. Ngati Kauwhata arrived under what he termed 'slightly different circumstances.' Te Rauparaha had allotted lands to that iwi which, subsequently, had 'stretched' that grant, ventured across the Manawatu River, and 'effected a quiet intrusion' upon the lands of Ngati Apa. To explain the apparent lack of opposition on the part of Ngati Apa, Maning claimed that the iwi made a virtue out of necessity, in particular its small numbers, and constructed the same 'relations of friendship and alliance' as it had with Ngati Parewahawaha and Ngati Kahoro, in effect trading a portion of its ancestral lands in return for 'an accession of strength.' Maning carefully avoided any suggestion of 'protection.' He thus concluded that while the three hapu (he persisted in labelling Ngati Kauwhata as a hapu of Ngati Raukawa) had acquired certain rights in the Rangitikei-Manawatu block, Ngati Raukawa as an iwi had not.[1385] Ngati Apa emerged from this narrative as brave, resourceful, cooperative, friendly, and generous, and Ngati Raukawa as treacherous, calculating, ruthless, aggressive, and asserting interests and rights that had no foundation.

The ruling contained a number of inconsistencies: on the one hand Ngati Toa and Te Rauparaha were assigned a key role in the region's pre-annexation history, including the allocation of land of the 'conquered country.' On the other hand, it was asserted that Ngati Toa did not effect a conquest but in fact established a military alliance with Ngati Apa in order to keep Ngati Raukawa (Te Rauparaha's mother's people) in

[1383] AJHR 1870, A25, p.6.
[1384] AJHR 1870, A25, p.6.
[1385] AJHR 1870, A25, p.7.

check. On the one hand, Te Rauparaha had allotted lands, but on the other hand he did not allot or grant any lands to Ngati Raukawa 'within the boundaries of the Ngati Apa possessions, between the rivers Rangitikei and Manawatu, or elsewhere …'[1386]

The Court awarded 4,500 acres to Ngati Kauwhata (naming 36 individuals), 1,000 acres to Ngati Kahoro and Ngati Parewahawaha (16 individuals), 500 acres to Te Koore Te One and four others, and 200 acres to Wiriharai Te Angiangi. All lands were declared to be inalienable by sale for a period of 20 years from the date of the order. The order also required the completion of a survey within six months although the Court might dispense with survey if and when the Court were satisfied that it had been 'prevented by force …' [1387] The Native Land Court's list of owners did not include Parakaia Te Pouepa and his people: given that his right to Himatangi had lapsed, effectively he now had no footing in the block at all.

The public response

Maning, according to the *Wellington Independent*, was 'the best living authority on all questions of Maori title to land,' while his ruling had presented the issues at stake in a 'clear and intelligible manner …' Rangitikei-Manawatu had been 'fairly purchased' some three years previously from the 'rightful owners,' the Province in the interval having been 'wrongfully kept out of possession' at a cost of some £9,000, being interest on the loan raised to fund the acquisition. Nevertheless, 'If never before, the Manawatu purchase is now *un fait accompli* …' Again it took particular satisfaction in noting that the number of claimants admitted by the Court corresponded 'exactly with the number of *recognised dissentients* whose names were handed into the Land Court at Otaki last year by Mr Buller, as not having signed the deed – a very significant proof of the care and discrimination with which the negotiations were conducted.' Further, the extent of reserves offered to the non-sellers exceeded Featherson's offer made three years previously by a mere 200 acres.[1388] Featherston would later claim that those additional 200 acres represented the award made to Wirihari who 'was

[1386] AJHR 1870, A25, p.6.
[1387] AJHR 1870, A25, p.7. See also 'Order of Court,' *Wellington Independent* 28 September 1869, p.4.
[1388] Editorial, *Wellington Independent* 28 September 1869, p.2.

admitted by the Crown as an act of grace.' Thus, the Court awarded the same area of reserves (6,000 acres) that he had originally 'purposed' giving to the non-sellers.[1389] In fact, the area of what became known as 'Featherston's reserves' actually aggregated 3,361 acres. Much more importantly, the ruling was expected to generate a flow of funds into 'the now empty Provincial chest' and restore the Provincial Government's creditworthiness.[1390] For his part, Fox hailed the ruling as 'a most complete triumph for Featherston and Buller. The Raukawa I believe will submit without a murmur.'[1391]

Not all were persuaded by the triumphalism emanating from the Wellington Provincial Government and its 'organs.' The *Nelson Examiner* adopted a rather different stance on what it termed 'the Waitara case of Wellington.' To the 6,200 acres awarded by the Native Land Court it added the 5,000 acres awarded in 1868 to Parakaia Te Pouepa, thus concluding that 'non-contents' had secured about five percent of the entire block, that is, about double the reserve originally offered by Featherston. It went on to suggest that one of the difficulties attending the transaction had been the 'clacqeurs' who had surrounded Featherston, noting that the Native Land Court since 1865 had settled peacefully a dozen blocks of equal if not greater difficulty, and that it had taken Featherston eight years to conclude the purchase.[1392] Further, it argued that the Court's ruling may have supported 'the correctness of Dr Featherston's estimate of the comparative value of the tribal claims, but does not prove either the policy or the fairness of the invidious exception made of this district from the operation of that generous law in 1862.' In a strike at the central tenet of Featherston's narrative, the journal went on to observe that, with respect to the oft-repeated claims of inter-tribal warfare in 1863:

> … the evidence on [*sic*] the recent trial, and events during the progress of the negotiation and litigation, do not substantiate this assertion, and experience of the working of the Native Land Court shows, that demonstrations as violent as those of Ngatiapa and Ngatiraukawa, evaporate in noise in presence of a thoroughly impartial tribunal for defining the rights of the contending parties on intelligible principles.[1393]

[1389] 'Opening the Provincial Council,' *Wellington Independent* 23 November 1869, p.3.
[1390] 'Wellington,' *Otago Daily Times* 4 October 1869, p.3.
[1391] Fox to McLean 5 October 1869, ATL MS Papers 32 Folder 278.
[1392] A claque is an organised body of applauders associated with French theatres.
[1393] Untitled, *Nelson Examiner* 9 October 1869, p.3.

A 'warm discussion'

If Fox or Featherston believed that the transaction had finally and successfully been concluded, events would soon indicate otherwise. It was noted above that on **7** September 1869, the Native Land Court had adjourned to allow Ngati Apa and Ngati Raukawa to define the boundaries of the lands awarded to the non-sellers. The iwi appear to have agreed to meet, but before they could do so, on 25 September the Court reconvened. The circumstances surrounding this sitting have still to be fully investigated, including the part played by Featherston. Most of those interested, for example, claimed not to have received notice of that sitting while, according to Travers, as counsel he received instructions only ten minutes before it commenced. Nevertheless, the Court issued its final judgment and allotted to the three hapu of Ngati Raukawa certain blocks of land. 'That judgment,' Travers later claimed, 'took the Natives entirely by surprise …'[1394] Indeed, on 9 October 1869, that is two weeks after that sitting, Kawana Hunia and others of Rangitane, Ngatikauwhata, Ngatiparewahawaha, and Ngatiteahao advised Fenton 'that we are not all lazy in working in accordance' with the Court's orders to define the boundaries among them.[1395] Clearly they had interpreted the Court's order as obliging them to deal with the matter of boundaries and were negotiating accordingly.

Just two days after the Court handed down its ruling, Featherston pressed the General Government to act: what he most desired was to have a proclamation issued declaring the Native title in respect of Rangitikei-Manawatu to have been extinguished. Once extinguished, the former owners could have no further recourse to the courts. Fox made it clear to Featherston that the proper course was to have the reserves laid off on the ground before the Provincial Government attempted to take possession. Fox later recorded that 'Dr Featherston disagreed with that view, and a warm discussion occurred.'[1396] The matter was referred to the Attorney-General who advised that:

[1394] NZPD 1870, Vol 7, p.542.
[1395] Kawana Hunia Te Hakeke and others to Fenton 9 October 1869, ANZ Wellington ACOH 16046 MA13/116/73b.
[1396] AJHR 1874, H18, p.22.

> … before the usual notice of extinguishment of Native title was published, the boundaries of the land awarded to those of the claimants who (being non-sellers) had been found by the Court to be entitled, should be ascertained with sufficient accuracy to enable those lands to be defined; because the land over which the Native title was extinguished could not be defined until the parts excepted were defined.[1397]

Featherston then advised the Government that he had supplied the Attorney-General with a tracing of the boundaries of the land awarded by the Native Land Court.[1398] Despite what appears to have been some uncertainty on the part of the Government, on 16 October 1869 a proclamation was issued declaring the Native title over the 220,000-acre Rangitikei-Manawatu block to have been extinguished: the four awards aggregating 6,200 acres made by the Native Land Court were not included.[1399] According to Colonial Secretary Gisborne (who had been present at the meeting with Featherston) 'It was tacitly understood between the General Government and the Provincial Government that no possession should be taken of the land until the surveys of the reserves had been completed … The marking out of the reserves was to be the test of peaceful possession.'[1400] The *Gazette* notice was worded accordingly, actual possession being made contingent upon the completion of the reserves. During the later debate on the Rangitikei-Manawatu Crown Grants Bill in 1872, Fox claimed that 'great pressure' had been brought to bear by Featherston, such that the 'general Government, not without considerable discussion and considerable doubt as to the propriety of the course, did declare this estate to be provincial estate.'[1401] That, he suggested, had been a mistake, for 'had it not been for the pressure … the reserves would not have been declared a provincial estate until the boundaries of the reserves had been actually marked on the ground with the concurrence of the Natives.'[1402]

Once the proclamation had been issued and keen to settle matters before his impending departure for England, Featherston directed practically the whole of the

[1397] AJHR 1874, H18, p.5.
[1398] AJHR 1874, H18, p.5.
[1399] Untitled, *New Zealand Gazette* 60, 16 October 1869, pp.544-545. Four blocks were excluded: 4,500 acres on the west bank of the Oroua River (excluding 300 acres adjoining Te Awahuri Pa); 500 acres on the west bank of the Oroua River; 1,000 acres on the east bank of the Rangitikei River; and 200 acres at Oau.
[1400] AJHR 1874, H18, p.24.
[1401] NZPD 1872, Vol 13, p.891.
[1402] NZPD 1872, Vol 13, p.891.

provincial survey staff to the Manawatu: they insisted, successfully, that their arrears of salary were paid first.[1403] Travers advised the Government that the dissentients would take 'all lawful proceedings which they might be advised to take, for the purpose of resisting the adjudication of 25th September.'[1404] The non-sellers were clearly dismayed that no notice had been given, that the Court had issued a ruling without the relevant evidence before it, and that the Court had cut across efforts by the two iwi to define boundaries. Not for the first time would haste and a lack of judgment bedevil the transaction: the arrival of the surveyors inaugurated another round of protests.

Distributing the back rents

One matter that was resolved at this time (although not completely as subsequent events would demonstrate) was the repayment of the 'impounded' pastoral rents. Ngati Apa and Rangitane had been pressing for some time for payment: thus in February 1868, Ngati Apa and Rangitane made clear their opposition to the survey of the blocks claimed by the non-sellers. Although they had been reminded that the Crown now owned the land, both iwi insisted 'that until the rents were paid, they held joint possession of the land with the government,' and that they would obstruct the survey of blocks 'without communicating with His Honor and that his disapproval was immaterial.'[1405]

In November 1868, as Ngati Apa made plain its opposition to any further reference of the non-sellers' claims to the Native Land Court, Fox (to whom the iwi had made its representations) observed that 'It is not too much to say that their disgust at what they regard as a failure of justice, and a breakdown of the institutions provided for the settlement of their cases, is intense.' There was also the matter of the rents, suggesting that if Ngati Apa were not paid, 'it is more than probable that they will distrain, seizing the sheep & cattle of the Squatters their tenants.' Fox proposed a division 'as nearly as possible in the proportion formerly paid in the life-time of Nepia Taratoa

[1403] 'Wellington,' *Otago Daily Times* 11 November 1869, p.3; and Editorial, *Evening Post* 30 October 1869, p.2.
[1404] AJHR 1874, H18, pp.5-6.
[1405] Swainson to Richmond 3 February 1868, ANZ Wellington ACIH 16046 MA13/116/73b.

who acted a sort of middle man between the two tribes.'[1406] A few days later, Richmond indicated that the Government wished to see the 'impounded' rents distributed according to the proportions observed by Nepia Taratoa (snr) for the period up to December 1866 and then 'in conformity with the award to be made by the proposed Commission as to the shares of the respective Tribes concerned,' with the non-sellers receiving their share and the balance going to the Crown.[1407]

In February 1869, Ngati Raukawa (supported by Ngati Kauwhata) proposed that the rents should be divided equally between Ngati Raukawa and Rangitane, of the one part, and Ngati Apa of the other part.[1408] That same month, the General Government made it clear to the runholders concerned that it had decided to hand over the rents to Maori. That initiated some interesting responses: thus Edward Broughton, as agent for Trafford, claimed that he was liable for rents only up to 31 December 1866, the purchase of Rangitikei-Manawatu having been completed.[1409] John Cameron indicated that he would not pay without the consent of 'the selling part' of his landlords (represented by Hamuera Te Raikokiritia of Ngati Apa) and the 'non-sellers' (represented by Haeta of Ngati Kauwhata), and then only up to 5 December 1866. Ngati Apa, he claimed, did not expect any share of the rents owing from 5 December 1866. He also noted that Haeta had urged him not to pay 'until the Government has decided what portion of the land has been sold, and what portion has not been sold.'[1410]

Several months later, early in October 1869, Featherston approached the General Government for an advance of £2,500 so that he might make a part payment on the rents 'impounded.' The total amount due up to 30 September 1869 he put at just over £4,700 (Table 8.2): the arrangement appears to have been that the Wellington Provincial Government would endeavour to recover the amounts owing with the incentive that it would be held liable for any shortfall. Featherston also acknowledged

[1406] Fox to Grey 25 November 1868, ANZ Wellington ACIH 16046 MA13/116/73b.
[1407] Richmond to Haultain 28 November 1868, ANZ Wellington, ACIH 16046 MA13/116/73b.
[1408] Matene Te Whiwhi and others to Richmond 23 February 1869, and Tapa Te Whatatupari and others, 27 February 1869, AJLC 1881, No.3, p.7.
[1409] Broughton to Richmond 17 March 1869, ANZ Wellington AEBE 18057 LE1 65 1869/151. *Supporting Documents*, pp.497-507.
[1410] Cameron to Richmond 17 March 1869, ANZ Wellington AEBE 18507 LE1 65 1869/151. *Supporting Documents*, pp.497-507.

that he expected difficulties in recovering the back rents from two or three of the lessees. He went on to note that:

> The receivers of the purchase-money of £25,000 are perhaps not legally entitled to receive rent after December 1866, the date when the purchase-money was paid; still, considering the long period they have been kept out of their rents, the forbearance they have shown, and especially that many hapus, declared by the Native Land Court never to have had any interest whatever in the land, have for many years participated in the rents, I think it would be unfair and impolitic not to pay them the amount due from the squatters up to the 30th ultimo. [1411]

Table 8.2: Rents owed by occupiers of the Rangitikei-Manawatu block

Tenant	Run	Total amounts owed: nearest £
L. Daniell	Pukenui	649
J. Cameron	Pohatatua	340
T.U. Cook	Kaikokopu	531
Trafford	Mingiroa	473
W. Swainson	Te Rakehou	473
F. Robinson	Omarupapako	569
J. Treweek	Taikoria?	792
J. Alexander	Makowhai	346
Jordan & Tagg	Waitohi	528
Total		**4701**

Source: ANZ Wellington ACIH 16046 MA13/116/73b

It was clear that securing an agreement over distribution would not prove easy. Early in October Ngati Apa made it clear that it wanted 'all the rents.' It also objected to the Court's ruling that the three hapu of Ngati Raukawa should receive a share, insisting that 'It is enough for them that they have had rent in past years & £10,000 of the purchase money, besides a piece of land.'[1412] After what were described as six days of 'angry wrangling,' the claimants, unable to agree among themselves, left the matter of division to Featherston: his proposal of £2,545 for Ngati Apa, £1,600 for the three hapu of Ngati Raukawa admitted by the Court, and £550 for Rangitane was

[1411] Featherston to Fox 8 October 1869, AJLC, 1881, No.3, p.1.
[1412] Ratana Ngahina and others to Fox 12 October 1869, ANZ Wellington ACIH 16046 MA13/116/73b.

accepted.[1413] The three hapu, including Ngati Kauwhata, were also apparently unable to agree over the division among them and so left that matter to Featherston: from the £1,600 he deducted 476 10s on account of advances made, added £100 to the award, and awarded £900 to Ngati Kauwhata and £800 to each of the two hapu of Ngati Raukawa.[1414] Thus, Te Ratana Ngahina (Ngati Apa) advised Fox that Featherston had 'settled the matter in a very satisfactory manner' and that the three hapu of Ngati Raukawa had 'quietly taken their share of the rents with their own hands …'[1415] In the House, Cracroft Wilson, on the other hand, complained that Featherston had rendered the Crown liable for payment on account of illegal transactions in land.[1416] Fox noted that some of the lessees had 'flatly refused' to pay the rents owed, 'except on conditions to which the Government could not possibly be a party, such as confirming their leases,' and indeed claimed that they had 'sheltered themselves under the illegality of the whole business.'[1417]

In his address opening the 18th session of the Wellington Provincial Council in November 1869, Featherston announced that he had agreed to accompany Bell to England 'for the purpose of arranging sundry grave matters with the Imperial Government,' a mission that he had agreed to undertake 'conditional on my being able to leave the Province relieved from the financial embarrassments, and other difficulties in which it has been for some time involved …' It was thus with evident satisfaction that he welcomed the Native Land Court's ruling: it vindicated, he claimed, every action he had taken as Land Purchase Commissioner. Whereas the 1868 ruling had been 'illogical, inconsequential, and in its practical operation unjust,' the more recent judgment 'completely endorsed the fairness and justice' of the proposals he had made to the 'bona fide Ngatiraukawa dissentients,' and predicted that the block 'will shortly be at the disposal of the Province for colonising purposes. …' Featherston found further satisfaction in the fact that the block of 5,000 acres awarded to Parakaia and his hapu had reverted to the Crown on account of their having failed to have the land surveyed within the period specified by the Court. He

[1413] Untitled, *Wellington Independent* 28 October 1869, p.2. See also Featherston to Fox 5 November 1869, in Wellington Provincial Council, *Votes and Proceedings*, Session XVIII, 1969, Council Paper C1, pp.7-8.
[1414] Featherston to Fox 5 November 1869, AJLC 1881, No.3, pp.3-4.
[1415] Te Ratana Ngahina to Fox 24 October 1869, AJLC 1881, No.3, p.2.
[1416] NZPD 1869, Vol. 5, p.422.
[1417] NZPD 1869, Vol. 5, p.422.

recorded that he had settled the division of rents, employing funds advanced by the General Government. In turn, the 'squatters' had been called upon to pay up the arrears of rent: should they not do so, then 'the penal laws will be strictly enforced for illegal occupation.' If, on the other hand, they complied the value of their improvements would be added to the upset price of the land surrounding their homesteads.[1418]

The message seemed clear: the Provincial Government was prepared to proceed against the squatters when its financial interests were at stake: why it had not so proceeded some five years before and ended a dispute that had apparently threatened the peace of the Province was a question he chose not to explore. Perhaps he suspected that he had rendered the Government vulnerable to a charge that it had connived at illegal occupation in order to further its purchasing design. It is worthwhile noting here that in September 1870 Fox reported that the government had received 'at least two-thirds' back from the 'squatters.'[1419] In fact, by August 1872, just £1,971 had been recovered, leaving some £2,662 outstanding: that latter amount was charged to the Wellington Provincial Government [1420] That the question of the rents had not been settled was apparent in mid-November when Nirai Taraaotea and others, in the course of asking McLean why Himatangi had been 'taken without reason by Dr Featherston and Mr Buller,' sought the sum of £285 in respect of rents due on Himatangi.[1421] It would be many years before that matter was settled (see below).

'Their vile intrigues:' Featherston responds

Within a few days of departing for England (22 November 1869), Featherston made a 'farewell visit' to West Coast Maori: in fact, he appears only to have met Ngati Apa at Parewanui. Having praised the iwi for its part in Chute's Campaign, he noted that:

[1418] 'Opening the Provincial Council,' *Wellington Independent* 23 November 1869, p.3.
[1419] 'Manawatu block,' *Evening Herald* 20 September 1870, p.2.
[1420] Te Ratana Ngahina to Fox 24 October 1869, ANZ Wellington ACIH 16046 MA13/116/73b.
[1421] Nirai Taraaotea and others to McLean 18 November 1869, ANZ Wellington ACIH 16046 MA13/116/73b.

> Whenever the peace of the province was threatened, as it often had been, he always knew there were two tribes upon whom he could thoroughly rely. The Wanganuis and Ngatiapas were always ready to follow him – the disaffected tribes knew that, and he attributed the preservation of the peace of the province in a great measure to the fear the disloyal tribes had of the Wanganuis and Ngatiapas.[1422]

Unfortunately, Featherston's remarks relating to the Manawatu were not published. For Ngati Apa, Ratana Ngahina made clear the esteem in which the iwi held 'Petatone' and was clearly anxious to affirm its unwavering support for and trust in him and its unswerving support for the Crown. When it came time to mark off the reserves in the Rangitikei-Manawatu block or the awards made to Ngati Raukawa surveyed, he affirmed, Ngati Apa would be there to assist.[1423]

It was less clear that the public shared Featherston's confidence that all outstanding matters relating to the purchase had been settled. The *Evening Post* was led to confess that 'disguise it as we may, there is no denying the fact that the bulk of the public regard the Manawatu-Rangitikei Block as a very dubious sort of acquisition, and think it by no means certain that we shall be allowed to settle it without coming to an actual collision with the natives.' Uncertainty would deter selectors, with calamitous results given that the block offered the only prospective means of generating the revenue necessary to sustain the Provincial Government: it was imperative, the journal declared, that the provincial authorities demonstrate that they had 'unquestioned authority over the territory acquired by legitimate purchase.' At the same time, considerable venom was directed at Alexander McDonald for his alleged efforts to incite Maori to oppose the law and provoke disturbances, and indeed he was castigated as one of a number of 'pestilent intermeddlers who are for ever raking among the ashes of discord to find sparks wherewith to kindle a flame.'[1424]

Purchase clearly was one thing, quiet possession quite another. The apparent determination of those opposed to the sale meant that the dispute would, suggested the *Nelson Examiner,* 'require treatment very different from the high hand of Dr

[1422] 'Dr Featherston's farewell visit to the West Coast Natives,' *Wellington Independent* 27 November 1869, p.1.
[1423] 'Dr Featherston's farewell visit to the West Coast Natives,' *Wellington Independent* 27 November 1869, p.1.
[1424] Editorial, *Evening Post* 3 December 1869, p.2.

Featherston or Mr Fox's impertinence, to induce these men to abandon a position which must render the Crown right to the land for the time being a mere fiction and effectually prevent peaceful settlement and investment.' The same journal noted that a second party proposed bringing an action in the Supreme Court, 'a more legitimate and not less effectual mode of barring colonisation than that hinted by Mr Fox and Wi Hapi.' The latter had informed the Government that the proclamation extinguishing Native title constituted 'an act of robbery,' that only 'a few' of Ngati Raukawa had agreed to the sale, that the purchase monies had been distributed among Ngati Kahungunu, Ngati Ruanui, Whanganui, Ngati Toa, and Te Ati Awa. 'On which part of Rangitikei,' he asked, 'do these tribes possess an acre?"[1425] Fox responded by suggesting to Wi Hapi that it was plain that 'your pakeha are still instructing you,' a claim that clearly angered Wi Hapi.[1426] According to the *Nelson Examiner:*

> The country at large is not prepared to see the Armed Constabulary employed to support a disputed land purchase … War for the Manawatu block would mean ruin to the Fox administration; and therefore the hints of the Government may be taken as *brutum fulmen* … The colony is distinctly unwilling to burden itself by the exercise of such authority, and would rather see the Crown's claims to Manawatu left quietly in abeyance.[1427]

The dismay among the non-sellers over the Native Land Court's second ruling on Himatangi found expression in efforts to impede and obstruct the surveyors. Opposition appears first to have emanated principally from Ngati Kauwhata and Rangitane: writing from Awahuri on 18 November 1869, Te Kooro Te One, Hoani Meihana Te Rangiotu, Peeti Te Aweawe, Tapa Te Whata and nine others informed McLean that they had turned back the surveyors since they were 'not at all clear about the judgment of the Court published on the 25th September, nor about the proclamation of the Government, which says that the native title has been extinguished over this block of land at Rangitikei.' They were based, the writers suggested, 'on an erroneous belief on the part of the Court and of the Government, that all the rightful owners of the land agreed to the purchasing work and the reserve work of Dr Featherston.' They invited dialogue.[1428] According to Knocks, the

[1425] Wi Hapi to ? November 1869 and Wi Hapi to G.S. Cooper 21 November 1869, *Nelson Examiner* 22 December 1869, p.2.
[1426] G.S. Cooper to Wi Hapi 24 November 1869, *Nelson Examiner* 22 December 1869, p.2.
[1427] Editorial, *Nelson Examiner* 22 December 1869, p.2.
[1428] 'Manawatu,' *Evening Post* 27 November 1869, p.2, citing *Wanganui Herald.*

opposition to the survey of the proposed 4,500-acre reserve at Oroua being shown by Ngati Kauwhata and Rangitane arose out of their dissatisfaction over the extent of the reserves. Parakaia Te Pouepa, having not received the back-rents for Himatangi, supported them.[1429] Featherston attributed the obstruction to 'the same parties by whose unprincipled opposition the settlement of this question has been so long delayed and the peace of the province so repeatedly jeopardised,' and insisted that 'Until these parties find themselves liable to the pains and penalties of the "Disturbed Districts Act," as I trust they shortly will, it is hopeless to expect them to cease from their vile intrigues.' [1430] The *Wellington Independent* employed sufficiently extravagant language that the surveyor concerned, J.T. Stewart, while acknowledging the obstruction, rejected suggestions that he and his party had been in any way threatened.[1431]

The General Government again sought the advice of the Attorney-General: he made it clear that the matter of reserves had still to be settled, adding that:

> I believe that other reserves are to be made as soon as the land is surveyed; possibly, if this were understood, the Natives might be satisfied. The lands that have been excepted out of the proclamation of extinguishment of Native title, are not properly called reserves; they are a proportionate part of the land, representing the shares belonging to non-sellers. Reserves for the benefit of the Natives have yet to be made: they cannot be made before survey.[1432]

The disruption was sufficient for the *Evening Post* to declare that the purchase 'seems fated to be a perpetual nightmare …' It pointed the finger at 'the curse of New Zealand,' namely the missionaries, 'who, under the garb of religion, and with a specious pretence in their hand of upholding the rights of the natives, are in reality

---

[1429] AJHR 1874, H18, p.6.
[1430] 'Opening the Provincial Council,' *Wellington Independent* 23 November 1869, p.3. The *Wellington Independent* also referred to 'those same malignant instruments of mischief ...' See 'Manawatu,' *Wellington Independent* 16 December 1869, p.3. The Disturbed Districts Act 1869 was a draconian piece of legislation that, within districts proclaimed under it, provided for the arrest and trial of persons charged with committing treason or other offences 'in furtherance of rebellion or insurrection.' Those other offences included the publication of what was termed 'seditious libel.' The right to petition for a writ of *habeus corpus* was set aside, punishment included imprisonment with the possibilty of deportation, while nothing done under the Act could be challenged or questioned in any other court.
[1431] 'The Manawatu survey,' *Wellington Independent* 2 December 1869, p.3. The journal found it necessary to acknowledge that 'no violence' had been offered and that it understood that 'no extreme measures would be resorted to.' See 'The survey of the Manawatu block,' *Wellington Independent* 2 December 1869, p.3.
[1432] AJHR 1874, H18, p.6.

endeavouring to satisfy their own wretched greed for the acquisition of land …' It went so far as to insist that 'The land acquired … by a fair and legitimate purchase, must be taken possession of, and should bloodshed ensue in consequence, its guilt will lie on the heads of those who have provoked the strife.' Indeed, it pressed the government to employ section 24 of the Disturbed Districts Act and to banish 'the philo-Maori disturbers of the peace' to Stewart Island.[1433] In any case, emboldened, it seems, by the belief that Te Kooti and Titokowaru had been contained, that the war had left the Government prepared for emergencies, and by a conviction that Pakeha in the North Island were 'a match for the natives,' the *Evening Herald* was led to ask whether 'In the presence of these facts, is it not possible to crush a few dissentients at Manawatu?' It appears then to have thought better of its suggestion, noting that 'Great forbearance, conciliation and tact are required at the present time … We think it will be generally admitted that much more is required in the position of affairs at Manawatu than physical force.'[1434]

By early December the surveyors had resumed work, but only after a large party of Ngati Apa had assembled to assist.[1435] Buller advised Featherston that he expected to have about 100 Ngati Apa on the ground. 'They are prepared for anything,' he reported, 'but my instructions are to avoid a collision.' He went on to add that 'In the present temper of the Ngati Apa [*sic* – Ngati Raukawa? Ngati Kauwhata?] the position is critical, and that 'We should master them in a trial of strength but it might break the peace.'[1436] The essentially passive resistance continued: pegs were uprooted and trig stations 'destroyed.' When three of those involved declined to obey summonses to appear in court, Resident Magistrate Buller issued warrants for their arrest and, accompanied by two constables and 'a number of Ngati Apa,' proceeded to Mangamohoe and Matahiwi to effect the arrests.[1437] There some 40 Ngati Raukawa

[1433] Editorial, *Evening Post* 23 November 1869, p.2. On 5 November, Fox informed Cooper that Hadfield, his brother-in-law, and McDonald had 'put the province to several thousand pounds [of] unnecessary expenditure & delayed for years the settlement of the Manawatu question & the colonising ... of the country.' See Fox to Cooper 5 November 1869, ANZ Wellington ACIH 16046 MA13/116/73b.
[1434] Untitled, *Evening Herald* 30 November 1869, p.2.
[1435] 'The Manawatu survey,' *Evening Post* 2 December 1869, p.2. See also 'The survey of the Manawatu resumed,' *Wellington Independent* 4 December 1869, p.5.
[1436] Buller to Featherston 26 and 28 November 1869, ANZ Wellington ACIH 16046 MA13/119/75a.
[1437] The *Evening Post* reported the number as 20: see 'Wanganui,' *Evening Post* 6 December 1869, p.2. The Wellington Independent put the number at 'some half dozen Ngatiapas (friendly sellers):' see 'Manawatu,' *Wellington Independent* 16 December 1869, p.3.

had assembled, including Matene Te Whiwhi. While the latter advised Miritana Te Rangi, a former constable and the alleged offender, to go quietly, reportedly the Hau Hau decided otherwise, the result being that the 20 or so Ngati Apa rushed to assist the police thereby provoking a melee 'in which fists and hedge stakes were freely used, and a complete Homeric battle raged for more than half-an-hour.' Parakaia, it was reported, 'laid about him like a lion'[1438]

The eventual arrest of Miratana demonstrated, apparently, that 'by the exercise of a little decision and firmness, the law has been vindicated, and the Ngatiraukawa hauhaus taught that resistance to constituted authority is vain.'[1439] It seems rather more likely that the incident had served to remind Ngati Raukawa of the genesis of its difficulties. At the very least, Buller's action in taking a squad of Ngati Apa with him could only have been construed as a provocative act. That Miratana was convicted (under the Trigonometrical Stations and Survey Marks Act 1868) and imprisoned (being unable to pay the fine of £25 imposed) was a matter for further satisfaction, although the fact that Buller had acted both as the official who directed the arrest and the resident magistrate who heard the case attracted some ribald comment.[1440] Alexander McDonald was also convicted of 'counselling and procuring persons to commit a breach of the Act' and fined £30.[1441]

Buller was evidently of the view that a 'little firmness will put an end to the opposition,' an assessment in which, as Bell noted, he would prove to have been 'mistaken.'[1442] Fox later claimed that Buller's actions occasioned him some alarm and had led him to suggest that survey operations should be suspended. He desisted from that course on Buller's advice that to do so would bring the Government into contempt among Maori. He also recorded that McLean had been 'greatly opposed …' Indeed, he noted that the 'Manawatu dispute' had been discussed on several occasions

[1438] 'Manawatu,' *Wellington Independent* 16 December 1869, p.2.
[1439] 'Apprehension of Wiritana [*sic*],' *Evening Herald* 6 December 1869, p.2. See also 'Untitled, *Evening Post* 9 December 1869, p.2 and 15 December 1869, p.2. Fox claimed that he tried to dissuade Buller from effecting the arrest and recorded McLean as having been 'greatly opposed ... when he heard of it.' A.F. Halcombe, formerly Wellington's Provincial Secretary, later claimed that 'The arrest of Miritana and Mr McDonald was authorised, and the whole affair conducted,under the directions of the Premier, Mr Fox; and the Provincial Government had nothing to do with it.' See AJHR 1874, H18, p.19.
[1440] 'Untitled,' *Evening Herald* 9 December 1869, p.2.
[1441] AJHR 1870, A25, p.8.
[1442] AJHR 1874, H18, p.7.

in Cabinet 'and strong remonstrances were offered by more than one member against the General Government mixing itself up in the Manawatu difficulty.'[1443] The General Government's reluctance appears to have reflected its apprehension that the Miratana affair suggested a wider measure of dissatisfaction than Featherston had allowed. Indeed, both sellers and non-sellers appeared to have been incensed over what was regarded as the 'great haste' with which the Native title had been extinguished and with which surveyors despatched to commence work. The sellers were reportedly unhappy that the Native Land Court judges had not followed the 'usual' practice and visited the district and selected the reserves.

The arrest, conviction and imprisonment of Miratana did not, contrary to Buller's expectation, bring about an end to the efforts to obstruct the surveyors, a group of some 80 'dissentients' subsequently pulling down several trig stations.[1444] Public opinion began to move against the Provincial Government as growing doubts surfaced that it had been less than transparent over its dealings with those opposed to the sale. Repeated assurances that all serious opposition to the sale and survey had ceased had worn thin. For some the options were clear: either the Provincial Government should abandon what had proved to be an excessively expensive purchase, or the General Government should suppress the opposition by deploying Branigan's new Armed Constabulary, invoking the Disturbed Districts Act and striking at those believed to be funding the opposition, and setting the 'law-breakers' to stone-breaking on the roads.[1445] Invoking the Disturbed Districts Act was generally regarded as a step too far: some of Wellington's Provincial Councillors had the courage to take exception to Featherston's proposal, Borlase, for example, observing that 'no Government would dare to apply the Act named to such a purpose as punishing men who only conscientiously oppose the pet scheme of the Superintendent of the Province.'[1446]

During December 1869, Fox met with some of the 'Manawatu dissentients.' On warnings that further efforts would be made to obstruct the surveyors, he apparently

[1443] AJHR 1874, H18, p.22.
[1444] Untitled, *Evening Post* 29 December 1869, p.2. On 1 February 1870, Buller reported that all opposition on the part of the Natives was for the present at an end.' See AJHR 1874, H18, p.7.
[1445] See, for example, Editorial, *Evening Post* 30 December 1869, p.2, and Editorial, *Evening Post* 18 May 1870, p.2. See also Richard S. Hill, 'Branigan, St John,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*. Updated 30 October 2012.
[1446] 'Wellington,' *Otago Daily Times* 9 December 1869, p.6.

walked out of the meeting.[1447] The 'Manawatu dissentients' now became the 'Manawatu obstructionists,' emboldened, meeting in large numbers, destroying under the cover of dark the work of the surveyors, the enemies of settlement and progress, the opponents of law and order, Hauhaus acting on the advice of Pakeha.The General Government decided that attempts to survey the block should be suspended: Buller accordingly issued the necessary instructions on 6 January 1870, redirecting the surveyors to laying off those reserves that were not likely to be opposed, notably those for Ngati Apa.[1448] Further resistance followed, conducted largely by recent arrivals in the district whose claims the Native Land Court had chosen to ignore in their entirety. They had been assured that should they conduct themselves peaceably, the Wellington Provincial Government might allocate them some land. When it appeared that the provincial authorities were not disposed to honour the undertaking apparently given those affected removed equipment and destroyed trig stations, notably that on Mount Stewart.[1449] According to Whanganui's *Evening Herald,* Fox assured Maori that a trigonometrical survey would not prejudice any rights that they might have, and that McLean would be asked to visit the district to investigate the manner in which the decisions of the Native Land Court were being implemented and to 'see that the dissentients received their rights.'[1450] On that basis, the surveyors were allowed to work without interruption during February, defining the external boundaries of the block and marking off undisputed portions.

The 'finishing stroke'?

Early in March 1870 Buller advised the Attorney-General that, owing to the 'violent opposition of the Natives,' there was no possibility that, in accordance with the Native Land Court's interlocutory order of 25 September 1869, all the awards made by the Court could be surveyed. Of the four awards, two had still to be surveyed. He went on to suggest that 'If the judgment of the Court is allowed to lapse for want of survey (as in the Himatangi case), the Government may have further trouble. The Natives will doubtless be advised that they are entitled to a fresh hearing, and will agitate for it,'

[1447] Untitled, *Evening Herald* 20 December 1869, p.2.
[1448] AJHR 1874, H18, p.7.
[1449] 'Stoppage of the Manawatu survey,' *Evening Herald* 18 May 1870, p.2.
[1450] Untitled, *Evening Herald* 2 February 1870, p.2.

and that, he insisted, was a possibility that 'must be avoided.' On the basis of Maning's advice, he proposed that he should ask the Court to make the interlocutory order final or to extend the time, that is, beyond the terminal date of the order, namely 25 March 1870.[1451] The upshot was that Buller, with the approval of both the General and Wellington Provincial Governments, appeared before the Chief Native Land Court Judge in Auckland in an effort to deliver what was hoped would be 'the finishing stroke to the Manawatu business …'[1452] In his 1874 report, F.D. Bell noted that 'It does not appear that any step was taken to afford the dissentient Natives an opportunity of accompanying Mr Buller to Auckland. Nor does it even appear that the Government, under the circumstances represented by Mr Buller, thought it necessary to wait, as they had decided in January to do, till Mr McLean should come.'[1453] Perhaps it was for those reasons that the Court ordered an extension of time, an additional six months, within which the survey of the reserves was to be completed. That extension carried with it further delays to the settlement of Rangitikei-Manawatu and monies flowing into the coffers of the practically impecunious Wellington Provincial Government.

Early in April 1870 Eruini Te Tau attempted to obstruct the survey of land near Te Reureu: Bell later recorded that although there had not been any actual disturbance, the Government had been served with 'ample warning of the dissatisfaction among the Natives being still of a dangerous kind.'[1454] The opposition induced Buller to embark upon a lengthy discussion around the Himatangi block:

> For my own part, I have always doubted the policy of including the Himatangi in the proclamation of extinguishment of Native title, although I am aware that Dr Featherston urged it. It is true that Parakaia failed to take up his award of half the block, intending, if Judge Fenton should give a more favourable judgement, to bring forward his case again, in the hope of receiving the whole. Consequently, there was no abstract injustice in making him abide the issue of the last judgment, under which he could have claimed nothing. Nevertheless, that action of the Government had the semblance of what was arbitrary. It appeared to Parakaia like taking an unfair advantage of him. He had a right to claim a fresh reference and a fresh adjudication, for he was not a party to the other suit. Practically, it is only a question of some 5,000 acres of indifferent

[1451] AJHR 1874, H18, p.8.
[1452] Untitled, *Evening Herald* 21 March 1870, p.2.
[1453] AJHR 1874, H18, p.8.
[1454] AJHR 1874, H18, p.8.

> land, and I think it would have been a far more dignified course to let Parakaia retain what a previous Court (in error, as it now turns out) awarded him. This, I believe, is the general feeling of the Natives. They regard our taking of Parakaia's piece, under the circumstances, as a 'muru,' or confiscation. On broad grounds of policy and fairness, I would say, give it back to him; not admitting his right but as an act of grace. But I should hardly like to see this done in Dr Featherston's absence [still overseas], for I know he is averse to giving Parakaia a single acre. On the other hand, while the question is in abeyance, I am unwilling to let the trig. survey proceed on Himatangi. It is, no doubt, important to keep the triangulation right, but far more so to keep right with the body of the Natives in the district. Negotiations with Parakaia in the present attitude of the question would only place me in a false position, without much chance of my succeeding.[1455]

Buller's representations notwithstanding, the survey continued, only to encounter further obstruction during May 1870 when a trigonometrical station on the Oroua River was destroyed, an extensive line of pegs removed, and the surveyors' equipment deposited on the far side of the Rangitikei River.[1456] According to the *Evening Herald*, those involved had arrived in the district about 1866 and 'squatted' on the land they now claimed. The Native Land Court had rejected their claims and advised them that, in its view, they could apply to the Provincial Government 'but that it would depend entirely upon their conduct whether any land would be given them or not, as they had not the slightest right to a single acre.' Buller, the journal continued, 'made it clear to them that no promises had been made, that any grant was indeed contingent upon their conduct, and that in the event of trouble they would be driven off the block.' Ngati Apa, it was reported, stood ready to assist the government and to arrest the 'Waikatos and Kingites.'[1457] The destruction caused some dismay, sufficient that the Chief Surveyor asked Buller to 'induce Parakaia and Kooro to permit the trig. survey to proceed, even though nothing more is undertaken for the present on Himatangi Block.'[1458] For his part, Parakaia advised McLean that he had ordered the action, adding:

> This is a word, give heed to it. Not one little bit of the Himatangi claim will be given up to the Government. But perhaps you had better go into the matter again. I and all the people wish you to go into the question respecting this

[1455] AJHR 1874, H18, p.9.
[1456] AJHR 1874, H18, pp.7-8.
[1457] 'Stoppage of the Manawatu survey,' *Evening Herald* 18 May 1870, p.2.
[1458] AJHR 1874, H18, p.8.

> land, and then an amicable settlement will be arrived at. Let us do it together.[1459]

As Bell recorded, that appears to have persuaded the General Government, by June 1870, to defer all further action until McLean could investigate: it would be several months before he would embark on that task.

David v Goliath: Ngati Raukawa restates it case

The Government might have decided to postpone any further action, but the debate over the whole Rangitikei-Manawatu transaction took on fresh momentum, in part in response to Parakaia's petition. Described by some as 'an ignorant old Maori' and as 'the tool of Archdeacon Hadfield,' Parakaia petitioned the Queen: a copy appeared in *The Times* courtesy of Colonel Hadfield. According to the *Evening Herald* 'A wail that the Maoris have been robbed runs through the petition, and there is a nice theological distinction peculiar to Otaki.' The journal denounced Hadfield, insisted that 'The petition represents what is false,' and rejected Parakaia's claim that he spoke for the whole of Ngati Raukawa.[1460] Similarly, the *Wellington Independent* in an unedifying editorial, attacked Hadfield's credibility, and for having 'concurred with this petition and its publication …' and otherwise endeavoured to subvert the rule of law. In particular, and this from the same journal that had previously acquiesced in the exclusion of the Manawatu block from that court's operation, it lamented the petition's criticism of the Native Land Court as 'not a real court.'[1461]

McDonald entered the lists, claiming that validity of Featherston's purchase had not been proved and indeed had not been the subject of 'judicial investigation.' Such an investigation, he suggested, was preferable to any attempt to take the land by force.[1462] He went on to claim that had the block not been exempted from the operation of the Native Lands Act 1865, Ngati Raukawa would have brought its

[1459] AJHR 1874, H18, p.9.
[1460] Untitled, *Evening Herald* 6 June 1870, p.2. See also Editorial, *Wellington Independent* 31 May 1870, p.2. It claimed that Parakaia was 'divided between love of notoriety and a greed for land ...'
[1461] Editorial, *Wellington Independent* 7 June 1870, p.2. See also Editorial, *Wellington Independent* 11 June 1870, p.4.
[1462] 'To the Editor of the Evening Post,' *Evening Post* 30 May 1870, p.2.

claims before the Native Land Court, but now found themselves opposed 'by all the power and influence inseparable from the name of the Crown' and confronted in the Court 'by a cloud of witnesses elected from among the recipients of …[the] £25,000 …' All the while, he noted, the Crown, with respect to the block, 'enjoyed the proverbial advantages of being the party in possession.' In short, Ngati Raukawa maintained that the *locus standi* of the Crown had been based on a deed purporting to be a deed of sale and conveyance to the Crown; that the validity of the deed, 'as creating a title in the purchaser,' had not been proved; that the admission of the Crown as the opponent of the claimants had been improper; that the division of the land ordered by the Court had been contrary to Maori custom insofar as the common consent of the iwi owning the land had not been obtained; and that the awards of land made were 'perfectly arbitrary' and inconsistent with the evidence, the findings of the Court and indeed the Court's own orders. McDonald also claimed that Travers had been advised just 'a few minutes' before the Native Land Court indicated that it would sit and adjudicate finally on the claims 'in pursuance of the agreements made between Dr Featherston and the claimants' when, he asserted, no such agreements had been reached.[1463] Finally, many believed that Fenton and Maning had made a mistake, that having decided that three hapu of Ngati Raukawa had rights in the block had subsequently made an award, not to the three hapu but to named individuals.

McDonald subsequently insisted that:

> The dissatisfaction and opposition of the natives is not confined to a few persons, but is at once well founded, deep[-]seated, and widespread; and springs not from the malign or 'underhanded' influence of 'base' or other Europeans, but from the original disinclination of Ngatiraukawa to sell the land, aggravated by the injudicious proceedings of an extremely ineligible Commissioner, acting under the authority of inexpedient special statutes.[1464]

It was clearly apparent that Ngati Raukawa had lost faith in the capacity or disposition of the Native Land Court to investigate the matter of title, that it had in effect confined itself to defining who among them was entitled to what land and where, and thereby leave the balance of the land to be appropriated by implication. The iwi was clearly also disappointed in the failure of the government to adhere to its undertaking

[1463] 'To the Editor of the Evening Post,' *Evening Post* 2 June 1870, p.2.
[1464] 'The Manawatu purchase,' *Wellington Independent* 31 May 1870, p.3.

to appoint a special commission of inquiry and its decision, apparently against its wishes, to refer their claims back to the court.[1465]

‘ … an entire answer’?

In the House, on 20 July 1870, Travers raised the matter with a view to having the September 1869 ruling again remitted to the Native Lands Court. Fox was clearly opposed and again attributed ‘all the trouble … to the mischievous, wicked, unpatriotic, and unlawful interference of a white man, named McDonald.’ In an effort to preserve the province’s prospects, he resorted to the familiar tactic of minimising the scale of the opposition, claiming that the opposition to the survey was on the part of ‘only a few natives who had been altogether excluded by the Native Lands Court, and declared to have no right to the land at all.’[1466]

On 4 August 1870 Richmond presented a petition to the House from ‘several members of the Ngatiraukawa tribe relative to their claims to land between the Rangitikei and Manawatu Rivers.’ He subsequently pressed the Native Minister over the matters raised while noting that Ngati Raukawa considered themselves to have been victims of a surprise in the last proceedings of the Native Land Court even while they had been carrying out the interlocutory order of the Court. Richmond suggested that since the case was not in the position of ordinary claims under the Native Lands Act, the Government could refer the matter back to the Court.[1467]

On 4 August 1870 a petition from 31 members of Ngati Raukawa was laid on the table of the House. In it they set out a number of complaints relating to the conduct of the Native Land Court. They claimed:

- That the order issued to the Native Land Court to re-hear the Himatangi claim had been made in the absence of any application on their part;

[1465] ‘The Manawatu purchase,’ *Wellington Independent* 31 May 1870, p.3.
[1466] ‘Notes from the Gallery,’ *Evening Post* 21 July 1870, p.2. See also NZPD 1870, Vol.7, p.544.
[1467] ‘The Manawatu case,’ *Wellington Independent* 17 September 1870, p.5.

- That the Native Land Court adjourned on 17 September in order to allow the hapu whose claims had been admitted and who had not signed the Deed of Cession to agree upon boundaries;
- That at Featherston's instigation the Court reconvened on 25 September but that the petitioners had been given no notice and therefore were 'entirely unrepresented;'
- That the award of land made to them was 'not in accordance with the judgment on issues, viz. to three hapus of Raukawas, but to certain individuals of these and other hapus;'
- That the award had not been made 'upon evidence or only on *ex parte* evidence as to the quantity and situation of the land to which the parties are entitled;'
- That the three hapu were at the time of the Court 'honestly engaged … in endeavouring to agree with Ngatiapa as to their respective boundaries, and failing an agreement within some reasonable time would have submitted to a ruling of the Court upon the point …'
- That following the Court's ruling, a proclamation had been issued declaring the Native title to have been extinguished 'thereby precluding your petitioners from any further recourse to the … Court …'[1468]

They sought such redress as Parliament should deem meet.[1469]

It fell to Premier Fox to respond to the petition: he did so by citing a 'private' letter he claimed to have received just hours earlier from Maning.[1470] That letter, he claimed, 'really did convey an entire answer to all the allegations contained in the petition …'[1471] On the matter of the sitting of which Ngati Raukawa had not been advised, Maning claimed that Maori had been given a 'short time' in which to reach an agreement over the location and boundaries of the blocks they were to receive. Should they prove unable to reach such agreement within the time allowed by the Court, then the Court would decide the matter without any reference to their wishes and consent

[1468] ANZ Wellington ACIH 16046 MA13/112/70g.
[1469] AJHR 1870, G1, pp.16-17.
[1470] Extracts from Maning's letter to Fox can be found in ANZ Wellington ACIH 16046 MA13/116/73b.
[1471] Fox implied that Travers had prepared the petition.

'as it was evident that their objections were merely vexatious, and with the deliberate intention to procrastinate and to delay perpetually any final judgment being come to.'[1472] He did not say whether those involved had been informed accordingly: the strong suspicion is that they were not.

To the petitioners' claim that, in giving its ruling on 25 September 1869, the Court had proceeded without any evidence as to the proper limitations of the rights of those found to have sustained their claims, Maning offered a tortuous response:

> The whole tenor of the evidence, from beginning to end [he insisted], showed that the rights of those hapus could not be defined exactly, or even approximately, by precise boundaries. They had territorial rights which the Court endeavoured, as nearly as possible, to compensate by adjudging to them certain areas of land, and the time given them to agree about the precise spots and boundaries was given as a favor, and with the consent of the other party, and from a consideration by the Court that it might lead to a peaceable and desirable arrangement of the matter, by giving the Raukawa a chance to obtain certain spots which they seemed attached to, or desirous to become possessed of, and which lands, or part of them, they seemed to have resided on, or used, more than others, but to which they could not show that they had an absolute right more than others. Failing the arrangement expected between the parties, the Court, in fact, by its judgment left the Raukawa certain areas of land which would fall to them as soon as they would accept them by agreement with the other party as to localities and boundary. But at the last sitting of the Court it was stated by the agent of the provincial authorities [that is, Featherston] and others that an actual final agreement as to boundaries had been come to, which statement had not been distrusted at all; but as it was clear that every effort had been made, and would be made to procrastinate and prevent a final settlement, the proviso was attached, that in case the survey of the lands, to the boundaries of which the Raukawa were stated in Court to have agreed, should be subsequently prevented or delayed by force, then, in that case, the survey would be dispensed with, which would leave the Raukawa parties in the position, and very justly so, which I have stated above, and the other party, in the interim, in possession.[1473]

It is not clear from that response whether or not Maning was suggesting that the Court had been misled over the alleged 'agreement,' but his comments have the slight feel

---

[1472] 'Manawatu block,' *Evening Herald* 20 September 1870, p.2.

[1473] 'Manawatu block,' *Evening Herald* 20 September 1870, p.2. Maning's letter was also published in 'The Manawatu case,' *Wellington Independent* 20 September 1870, p.3. Maning's biographer refers to 'this massive case,' but does not dwell upon it nor offer any indication that Maning recorded any private views of the proceedings or the conclusions that he had reached. See John Nicholson, *White chief: the colourful life and times of Judge F.E. Maning of the Hokianga.* Auckland: Penguin Group, 2006, p.195.

of the exculpatory about them. Nor was it at all clear why, if Ngati Raukawa, had agreed to the boundaries of the reserves, the iwi should then attempt to obstruct the survey.

Finally, and almost defiantly, Maning claimed that Ngati Raukawa would have accepted the court's decision had it not been for the 'malevolent' interference by Europeans, 'people who lead the Natives to think that the decisions of a Court are as nothing in comparison to their own truculent wills, and that, by persistence in opposition they can carry their point at last. If there is one thing more utterly wicked than another it is this urging the Natives to resist what I feel convinced they themselves know is right, and a more favourable decision that they would have expected if left to themselves.'[1474] In short, Maning suggested or at least implied that the Court had acted honourably, generously, and graciously, while Ngati Raukawa had chosen to treat its generosity with contempt.

The parliamentary proceedings induced McDonald to predict that either the government would shortly have to abandon the purchase, or that it would have to grant the investigation sought by Maori, or it would have to take the land by force. He decided to intensify the rhetoric by claiming that the non-sellers regarded Featherston's proceedings as 'a barefaced and deliberate attempt to deprive them of their land,' but (echoing Featherston's thinly disguised threat offered in 1864) that they had proceeded cautiously lest they were branded 'rebels' and opened themselves to the possibility of confiscation. That need for caution had masked the real extent of the opposition to selling, but as rumours and fears of war subsided so those opposed were increasingly disposed to assert their rights. Ngati Raukawa, he went on, 'at the very commencement of the dispute, elected to fight it out to the end according to our law, rather than by any Maori methods; and they rigidly adhered to that resolution all through a time when the disturbed state of the country powerfully tempted to a different course.'[1475]

McDonald also took Maning to task. He rejected claims that there was any threat to the 'security' of the district and that Maori were well aware that they could not 'win

[1474] 'Manawatu block,' *Evening Herald* 20 September 1870, p.2.
[1475] 'The Manawatu question,' *Evening Herald* 10 September 1870, p.2.

their claims with the sword.' On the other hand, while they would not resist an armed force of the government, they would not allow their lands to be taken 'by an improper form of judicial procedure,' nor 'allow it to be quietly squatted upon by trespassers.' He noted that 'if Mr Maning can only defend his judgments by attributing bad motives to those who differ from him, his utterances, judicial or otherwise, are not likely to carry much weight.' Maori, he asserted, would have arrived at a division of the land had they been granted a reasonable period of time in which to negotiate, but that 17 to 25 September did not constitute a reasonable time. He rejected flatly claims made by 'the provincial authorities' that the parties had reached an agreement over the location and boundaries of the reserves.[1476]

In a long letter dated 25 September 1870 and published in the *Evening Post*, Travers set out his version of events surrounding the 25 September 1869 sitting of the Native Land Court. Among other things he claimed that Featherston and Buller had gone to the district 'representing that they had been directed to make arbitrary allocations of land to the persons whose title had been recognised; and that if they refused such allocations, they would get nothing.' Some 12 of Ngati Kauwhata had, under duress, accepted the allocation proposed, three in fact signing an agreement to the effect, an agreement prepared in a language not a word of which any of them understood. That had been done, he added, just as the iwi involved were 'honestly engaged in organising a meeting with Ngatiapa for the purpose of settling the boundaries to be allotted to them.' That meeting had been scheduled for 5 October 1869. Travers insisted that no notice had been given that a sitting of the Court would take place on 25 September for the purpose of allocating land to the hapu, and the allocation then made had been done so without any evidence as to the extent or position of the land to which they were entitled. He thus concluded that:

> Was any such agreement as to boundaries &c as that mentioned by Judge Maning, ever actually entered into by the parties who object to the decision of the Court? If it was then these parties can have no ground of complaint. If it was not, then a fraud had been practised upon the Court … I, for one, believe that no good, either to the Province or to the Colony at large, can possibly result from attempts to enforce a judgment obtained, if it really was obtained, under such circumstances.[1477]

[1476] 'Manawatu question,' *Evening Herald* 21 Sepember 1870, p.2. See also 'The Manawatu case,' *Evening Herald* 28 September 1870, p.2.
[1477] 'The Manawatu case,' *Evening Post* 24 September 1870, p.2.

During September 1870 the survey of the Rangitikei-Manawatu block was again disrupted. Downes advised Buller that Ngati Kauwhata was objecting to the survey of the reserves allotted to it by the Native Land Court, Te Kooro Te One making it plain that the opposition was 'the deliberate resolution of the whole tribe.' Downes, a surveyor, claimed to have seen a letter from Travers to Te Kooro Te One to the effect that Ngati Kauwhata was 'entitled to demand a fresh investigation on the ground of surprise – that the question of title is not settled and that they are entitled to use sufficient force as may be required to remove trespassers from their land.[1478] Buller complained to McLean that Travers was inflaming the situation: in his view, opposition to surveying would be a serious and costly matter, noting that in one instance work of some two months had been undone in a single day by a party of 30.[1479]

The Rangitikei-Manawatu transaction thus gained a colony-wide notoriety amid renewed concerns that it might provoke another war. Calls again were made for the Wellington Provincial Government to set out clearly the manner in which it had dealt with the various parties involved rather than to continue 'hood-winking' the public. The whole affair, it was suggested, had moved beyond the capacity of the Provincial Government to manage, and hence calls for the General Government to intervene.[1480] Fox's claims that the opposition to the transaction was limited to a few disgruntled persons, were dismissed as it became apparent that at least three groups were involved: those who had joined in the sale but who claimed that Featherston had broken the promises made with respect to reserves; those who had not agreed to the sale and whose claims had been disallowed by the Native Land Court; and the three hapu whose grievances had been set out in a petition presented to Parliament. The first group largely included Ngati Apa (who also objected to the upper boundary of the block as specified in plans laid before the Court), while the second group included especially Parawihi Te Rau and Rawiri Te Whanui and their claims.[1481]

[1478] Downes to Buller 18 September 1870, ANZ Wellington ACIH 16046 MA13/116/73b.
[1479] Buller to McLean 16 November 1870, ANZ Wellington ACIH 16046 MA13/116/73b. See also 'Interruption of the survey at Manawatu,' *Evening Herald* 21 September 1870, p.2.
[1480] See, for example, Editorial, *Evening Post* 22 September 1870, p.2.
[1481] Editorial, *Evening Post* 15 October 1870, p.2.

The 'Wellington provincial bleat'

By January 1870, according to Fox, 'The Provincial Government … were very hard-up. They were in perfect desperation to get the land; and certainly the impression left upon my mind, not to speak it disrespectfully, was that they would have gone down on their knees to get it.'[1482] Suggestions were made that McLean should intervene, but protracted delays followed and in the interim the state of the Wellington Provincial Government's finances deteriorated further. Towards the end of September 1870, Wellington's Deputy Superintendent Waring Taylor made clear to the Colonial Secretary the parlous state of the Provincial Government's finances, a state attributable to 'the failure of its land revenue, caused by the continued interruptions from the Natives to the survey and occupation of the [Rangitikei-Manawatu] block.' Civil service salaries were four months in arrears, an overdraft of £10,800 was shortly repayable to the Bank of New Zealand together with a charge for £3,900 'incurred for contingent expenditure for Departments which it was absolutely indispensable to maintain …' The Provincial Government's liabilities for which immediate provision was necessary thus stood at £18,700 'and still leaving many works of almost absolute necessity unprovided for.' It thus sought an advance for the General Government of £20,000, such loan to be repaid out of the first proceeds of land sales within the Manawatu block.[1483] The General Government declined, Gisborne recording that it 'would not be justified in advancing money for such a purpose on the security of the proceeds of a block of land the possession of parts of which is at present disputed by Native claimants.' It was prepared to make a temporary advance to sustain those provincial departments (gaol, harbour, police, charitable institutions, survey, and land) 'essential to the peace and good order of the community …'[1484] As part of the arrangement, the General Government impounded the whole of the provincial revenue until its claims had been met.

[1482] AJHR 1874, H18, p.23.
[1483] Taylor to Gisborne 26 September 1870, AJHR 1872, G40, p.3.
[1484] Gisborne to Taylor 19 October 1870, AJHR 1872, G40, p.4; and Gisborne to Bunny 30 November 1870, AJHR 1872, G40, p.7.

The Provincial Government was unwilling to traverse the matter of responsibility for the Rangitikei-Manawatu debacle but, appeared to shift its stance by noting 'the manner in which at a ruinous cost to the Province … [the Provincial Government had] in deference to the wishes of Ministers, desisted from pushing on the surveys in those portions of the block where interruptions from the Natives have occurred.'[1485] It subsequently hardened its stance by attributing its difficulties not to the 'Church party' or a 'few dissentients' so much as to 'the over-riding action of a superior and often hostile legislature,' apparent, it was claimed, in the New Provinces Act 1858 by which a great portion of its land was lost, and the Native Lands Act 1862 by which the best Maori-owned land had been locked from settlement. Moreover, it had been compelled to borrow, on 'disadvantageous terms,' to effect the purchase of land owned by Maori.[1486]

In fact, at the heart of the financial difficulties so painfully apparent by 1870 lay the dependency of the Provincial Government on land revenues to fund its capital works programme and to sustain its operation, and upon its decisions to borrow against those revenues long before it had gained quiet possession of the lands that it had long coveted. It was out of such circumstances that Featherston's evident anxiety to persuade Maori to sell the Manawatu lands, to declare the sale completed, and to distribute the purchase monies, all in the face of opposition, had arisen.

By April 1869 the Manawatu purchase had cost the Wellington Provincial Government £28,972: of that sum £25,275 represented 'purchase money,' while interest on the Manawatu land purchase loan had cost an additional £6,594.[1487] Still, the sale of the Manawatu lands was regarded as the province's financial saviour, although, in December 1870, the *Evening Herald* felt compelled to ask 'how often has not the Manawatu been conjured to fill up an arithmetical hiatus in provincial statements?'[1488] For some Wellington's financial difficulties constituted 'a state of penury auguring the speedy dissolution of the Province.' Support for the Province's 'annexation' by the General Government emerged from Whanganui (long a centre of separatist sentiment) and the Wairarapa. On the other hand, the 'obstinacy' on the part

[1485] Taylor to Gisborne 26 October 1870, AJHR 1872, G40, p.4.
[1486] 'The Province,' *Wellington Independent* 3 December 1870, p.3.
[1487] Wellington Provincial Council, *Votes and Proceedings*, Session XVII, 1869 Council Paper F3.
[1488] See, for example, 'The financial position of the Province,' *Evening Herald* 3 December 1870, p.2.

of Maori had at least ensured that the land had not fallen into the hands of 'speculators.' Once the Provincial Government had succumbed, it was suggested, the General Government could parcel out the block in holdings for 'the occupation of the brawny sons of labor [sic]. Few will then say,' concluded the *Evening Herald*, 'that the Colony has been the loser by the litigation, or that it would have been better that Superintendentalism had been preserved at the expense of settlement, progress, and revenue.'[1489]

Late in November 1870, the Deputy Superintendent revealed that for the past eight months the Province had received revenues amounting to £13,948 against an expected £28,300, and that the Consolidated Revenue had returned £1,087 against an expected £10,000. To pay arrears of salaries, it had had to borrow £5,495 from the General Government, and it had an overdraft of £10,000. The outcome was that it would begin the next financial period with a debt of £18,496 that was expected to rise to £25,000 over the next two months and without any income during that time. 'This £25,000,' he announced, ' will be a first charge on the revenue, and as far as we can at present see, our only hope of liquidating it by the sales in the Manawatu Block, likely to take place early in the year 1871.' The settlement of the block would impose a further burden on the Provincial Government in the form of roads and bridges. Hence the Provincial executive proposed 'local taxation' to fund the maintenance of roads, the provision of education, the maintenance of law and order, the funding of hospitals, and the support of the Province's 'pauper population, which is unhappily greatly on the increase.' [1490] It was in such circumstances that the Wellington Provincial Government turned to McLean.

A 'fair, dispassionate and intelligent' judgment

As if the complications arising out of the incomplete Rangitikei-Manawatu transaction were not sufficient, other difficulties were beginning to emerge, this time centred on the lands lying to the south of the Manawatu River. Fresh from his victory

[1489] Untitled, *Evening Herald* 11 October 1870, p.2.
[1490] 'Financial condition of the Province of Wellington,' *Nelson Examiner* 7 December 1870, p.3.

in respect of Rangitikei-Manawatu, Kawana Hunia decided to test the resolve of Ngati Raukawa in respect of its claims to those lands. In April 1870 Knocks reported that 'the Oroua Hauhaus' together with 'all from Manawatu, Poroutawhao, Ohau, and Waikawa,' had arrived at Otaki where they met with Te Ati Awa on 5 and 6 April, the meeting involving some 300 persons. The hui appears to have canvassed a range of matters, among them, Ngati Apa's claim to the Horowhenua, and to have resolved to support Te Roera Hukiki, Te Watene, and Moihi in their insistence that Ngati Apa had no claim to Horowhenua 'or any right to come there to arrange disputed boundaries; that they the owners of the land, now that Te Whatanui is dead, would not meet Kawana Hunia, nor allow him to alter the boundary line fixed by the original Te Whatanui; and that if Kawana Hunia came armed, they had arms and would resist the Ngatiapa.' [1491] Tamihana Te Rauparaha was adamant that with respect to the Horowhenua, Ngati Apa had 'no right there; we must oppose them.' Ihakara, on the other hand, announced that he would meet Kawana Hunia to settle the dispute over Horowhenua, a declaration that induced Henera Te Herekau to indicate that he did 'not believe Ihakara, he told me some untruths about our land at Manawatu; be careful how you deal with the Horowhenua dispute.'[1492]

By July 1870 attention had turned back to the Rangitikei-Manawatu transaction and in particular to the circumstances surrounding the Native Land Court's hearing on 25 September 1869. In the House, Travers announced that he had endeavoured to obtain a copy of the Court's order only to find that Fenton had removed all the relevant papers from the Native Office. He thus turned to the Government to supply a certified copy. In the debate that followed, he noted that the Court had adjourned on 17 September 1869 to allow the parties involved to reach agreement over the boundaries of the lands to be set apart for the non-sellers. Accordingly,' Travers reported, 'the Ngatiraukawa and the … Ngatiapa agreed to hold a meeting to settle among themselves what should be the boundaries, so as to enable the Court to arrive at a final judgment on the subject. He understood every preliminary arrangement was made to enable them to come to a satisfactory conclusion; but before they had time to enable them to enter upon this investigation … Featherston visited the district and upon his

[1491] Knocks to Under Secretary, Native Department 11 April 1870, AJHR 1870, A16, p.25.
[1492] Knocks to Under Secretary, Native Department 11 April 1870, AJHR 1870, A16, p.25.

return requested the Land Court to sit on 25 September.'[1493] The great majority of those interested in the allocation, he claimed, were given no notice while counsel had been without instructions until ten minutes before the Court sat. Nevertheless, the Court allocated to the three hapu concerned the blocks described in the notice issued on 16 October 1869.

Travers now claimed that that notice issued under section 10 of the Native Land Act 1869 had not been intended to constitute a proclamation pursuant to the provisions of the Act: it was not in conformity with the Act since it did not purport to be issued by the Governor. It was, he claimed 'a mere notification.'[1494] In his view, the question might therefore still be settled under the provisions of the Native Lands Act and he thus suggested that the government might settle the matter by allowing the allotment of land to the dissentients to be brought again before the Native Land Court. Fox indicated that the Government would supply a copy of the order, but not a certified copy as it did not have such, surely a preposterous claim. On the other hand, Fox insisted, he would not support any move to have the matter referred back to the Native Land Court since, in his view, all the difficulties had arisen out of the 'interference and instigation of white persons …'[1495]

Fox acknowledged that Featherston had tried to reach an agreement with the three hapu over the boundaries of the 6,000 acres allotted, and that the Court had confirmed the agreement that Featherston claimed to have reached. The Superintendent had then promptly despatched surveyors to survey the 240,000 acres and the whole matter would have then been settled but for 'the mischievous, wicked unlawful interference of certain white men, who, some secretly and some openly and avowedly induced the Natives to destroy trigonometrical stations, and otherwise obstruct the carrying out of the surveys.' Fox suggested that it would not be necessary for the Court to intervene again. In his view, the Court, following two extended hearings, 'had given as fair, dispassionate, and intelligent a judgment as could be given on the subject.' He also

[1493] NZPD 1870, Vol. 7, p.542.
[1494] NZPD 1870, Vol.7, p.543.
[1495] NZPD 1870, Vol.7, pp.543-544.

noted that the matter had cost the Province of Wellington £25,000 in interest and legal expenses alone.[1496]

The short debate concluded with Travers, in strong language, debunking Borlase's version of the region's pre-annexation history as 'founded on gross ignorance' and as the views of someone apparently content 'with the loose jabber of persons who were as ignorant of the facts as himself …' Further, he suggested that while the pre-1840 history of the region had been treated by Fenton and Maning 'with a very considerable degree of simplicity,' to others it was distinguished by 'many complications.'[1497] If Fox thought that no more would be heard of the Native Land Court's sitting on 25 September 1869, it would soon become apparent that he was very much mistaken.

Conclusions

While the Native Land Court's 1868 ruling was conspicuous for its brevity, its 1869 judgment was distinguished by extended analysis and explanation. In the case of the latter the Court offered a detailed exposition of its understanding of the region's pre-annexation history. Much of the historical evidence centred on claims and counter-claims involving conquest, subjugation, bondage, and settlement on sufferance: in a ruling that contained some puzzling inconsistencies and contradictions, the Court offered conclusions that were quickly seized upon to support, justify, and endorse the Crown's claim to have purchased Rangitikei-Manawatu from its rightful owners.

Such exultation was of short duration as controversy developed around the Court's sitting on 25 September 1869. While the precise course of events that culminated in that final hearing have still to be clarified fully, the evidence strongly suggests a measure of manipulation on Featherston's part as he strove to complete the transaction as quickly as possible. The increasingly perilous state of the Wellington Provincial Government's finances, the crumbling state of its departments and the

[1496] NZPD 1870, Vol 7, pp.543-544.
[1497] NZPD 1870, Vol 7, pp.545-546. Charles Borlase represented Wairarapa in the Wellington Provincial Council, from 1857 to 1858 and then the City of Wellington from 1859 to 1875. He was MHR for Wellington City from 1866 to 1870 and served as mayor of Wellington in 1875.

demoralisation of its staff, mounting pressure on the General Government to abolish Wellington's provincial institutions, and a strong disinclination to allow iwi themselves to arrange the matter of reserves – as they believed that had been instructed to do – informed the haste with which he acted.

Considerations of that kind also lay behind the pressure Featherston brought to bear on the General Government to issue a proclamation declaring the Native title over Rangitikei-Manawatu to have been extinguished. Some members at least of the Fox Ministry were clearly reluctant to accept Featherston's assurances over the matter of reserves and, moreover, disinclined to accede to his demand that the proclamation should issue immediately. Once it became clear that Featherston's haste had engendered further protest and initiated another round of passive resistance, and once it became clear that purchase could not be equated with quiet possession, the General Government would regret that it had buckled to Featherston's importuning.

On the other hand, the General Government did resist and reject Featherson's desire to suppress the debate and the dissent that surrounded the Rangitikei-Manawatu transaction, and it made it clear that it would not employ coercive measures of any kind to enforce possession. Even Featherston's ardent supporters realised that such actions were hardly calculated to resolve in a constructive and publicly acceptable manner what had turned into an apparently intractable difficulty very largely of the Wellington Provincial Government's own making. Nor were public suspicions that Ngati Raukawa had been misled and out-smarted by Featherston allayed by Maning's curious account of the conduct of the Native Land Court during September 1869. Another solution to the imbroglio would have to be found.

Chapter 9: Rangitikei-Manawatu: an intervention to save an intervention

Introduction

In 1870 the already difficult and controversial Rangitikei-Manawatu transaction took a new twist that led the General Government, through Native Minister McLean, to intervene in an effort to dissuade sellers from repudiating the transaction and non-sellers from pursuing a campaign intended to delay and frustrate the Wellington Provincial Government's urgent desire and need to survey and sell the land. In effect, McLean intervened in an effort to preserve order, complete the purchase, and ensure quiet possession and thus save Featherston's original intervention intended to preserve order, effect purchase, and transfer the land into settler ownership. McLean's findings and proposals for resolution precipitated a crisis in the relationships between the General and Wellington Provincial Governments and saw the latter lurch towards bankruptcy and the province towards 'annexation.' The discussions, debates, and manoeuvres that attended and followed McLean's intervention offer valuable insights into some of the key events that had informed and that would continue to shape the narratives advanced by the various parties involved in their efforts to explain, rationalise, and justify the stances they had adopted and the courses of action that they had chosen to follow.

'Concessions might have to be made'

Although in January 1870 Fox had intimated to the Wellington Provincial Government that McLean was prepared to investigate and resolve the continuing disputes involving the Rangitikei-Manawatu block, it was many months before the Native Minister embarked upon that task. The reasons for that delay remain obscure. In the interim, Wellington's former Provincial Secretary claimed that:

> … the opposition had grown to such an extent that there was no analogy between the position of matters when we first made our application, and their position when Mr McLean visited the district. The adoption of forcible means, such as were taken in the case of Miritana, and which might have averted the opposition if they had been taken early in 1870, was hardly likely to do so in view of the more serious position into which it had grown in the meantime.[1498]

The Wellington Provincial Government's financial position continued to deteriorate through 1870. In November 1870 the Provincial Secretary again made it plain that actual revenues for the previous eight months had fallen far short of estimated income, in part the result of a sharp increase in general government's 'provincial charge,' and in part the result of the 'failure of the [province's] land fund. I have,' he informed the Council, 'on previous occasions had to refer *ad nauseam* to the Manawatu dispute, and its destructive influence on provincial prosperity.' The cost of the disruption to the surveys of the block had imposed a 'heavy money loss …', a burden to which general government had added by its failure to settle the matter expeditiously. In fact that same month the General Government advanced monies to allow the Provincial Government to continue to operate and to pay its employees. The only prospect it had for meeting its mounting debts was through sales of land in the 'Manawatu Block.' But that already stood charged with the repayment of the Land Purchase Loan of £30,000, while the sale of land would entail expenditure on roads and bridges. With roads deteriorating and education 'languishing,' the Provincial Government decided simply to wait for Featherston's return from England.[1499]

The General Government was not disposed to wait, McLean finally arriving in Manawatu in November 1870, having already indicated privately to Provincial Secretary Halcombe that 'concessions might have to be made … [since] the purchase made through Mr Buller was not fully completed … [and] that Dr Featherston, in making the purchase, had been misled.' It was clear, according to Halcombe, that McLean was anxious to prevent any conflict and had suggested that any forcible attempt to gain possession of the land 'would be injurious to the Government, and might have a very serious effect.' [1500] Given that the Fox Ministry was about to embark upon its ambitious immigration and public works programme using capital

[1498] AJHR 1874, H18, p.19.
[1499] 'Provincial Council,' *Wellington Independent* 26 November 1870, p.5.
[1500] AJHR 1874, H18, p.19.

raised in London's financial market, McLean's anxiety was understandable: the merest hint of conflict could have imperilled the entire programme and the hopes the Ministry entertained of stimulating a colonial economy stagnating as a result of falling wool prices and declining gold production. The heavy irony involved in the General Government's decision to intervene in an effort to avert possible conflict arising out of Featherston's original intervention in an effort to avert possible conflict went unremarked.

A narrative of deception, usurpation, and betrayal

During November 1870 McLean held a series of meetings with Maori at Manawatu, Awahuri, Oroua, Parewanui, and Rangitikei. Extensive notes were kept of most of them and they appear to offer some very useful insights into a wide range of matters besides those of reserves and their expectations of the Government. Extensive use is made of those notes in the sections that follow.

The first meeting appears to have been that held with Ngati Raukawa at Manawatu on 10 November 1870. One of the first issues raised was the 'arrangement' involving Rangitikei-Turakina: McLean is recorded as having said that 'I said to you long ago: "Give up the other side of Rangitikei and hold on to this."' Subsequently, Moroati noted that '… you told Raukawa to give up that land and cross the river, they did so, and after that the new commissioner came and did not act in accordance therewith.' After some discussion, McLean acknowledged, possibly opaquely, that he had 'not forgotten what I said at the time of the first sales on the subject of a fair division of the land to each tribe respectively.'[1501] Clearly, the narrative that was advanced held that, whereas Ngati Raukawa had observed the terms of that 'agreement,' Featherston had violated them. If it assumed that the notes were an accurate and sequential account of proceedings, then it appears that McLean did not offer his initial comments by way of a response. Nor did he at any time deny or reject the comments made about Featherston's violation of the 'boundary.'

[1501] Notes of a meeting between McLean and Ngati Raukawa, Manawatu 10 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

On the 14 November, McLean met Ngati Apa at Parewanui. Not unexpectedly, the iwi's primary concern centred on the matter of the reserves promised by Featherston and Buller and on who would meet the costs of surveying the same. McLean acknowledged that 'the reserves should be made first and the money paid afterwards.'[1502] A meeting with Te Kooro Te One and Aperahama Te Huruhuru followed at Bulls that same day, and with 'Rangitikei Maori' at Oroua on 18-19 November 1870: the latter was a large meeting that included many of those who had been involved in the Rangitikei-Manawatu transaction. The meeting was hosted by Ngati Kauwhata but involved Ngati Apa, Rangitane, and Ngati Raukawa: much was made of the passing of Te Rauparaha and Te Rangihaeata, but though dead that 'their words are held sacred,' and of the fact that it was McLean who had 'seen the old men.'[1503]

At Oroua, the sellers first held the floor and advanced what was essentially a narrative of deception and betrayal.[1504] 'Featherston wanted Ngatiraukawa to act outside of the law,' claimed Nepia Taratoa, 'but Ngatiraukawa would not. Featherston did the wrong …' He subsequently claimed to have been 'deceived into parting with my land,' and that 'I am dead, my selling the land killed me. Had I been well treated by Featherston it would have been well, but as it is I am broken to pieces … We thought that Featherston would act as you did …' Of the 21 sellers present who spoke all but one expressed disappointment, some denouncing the sale entirely. Many contrasted Featherston's conduct of the Rangitikei-Manawatu transaction with that of McLean and his purchase of Rangitikei-Turakina, Te Ahuaturanga, and Awahou when, according to Te Peeti Te Aweawe, 'everything was done properly.' Under Featherston, on the other hand, the result had been 'trouble' and 'confusion' afflicting alike sellers and non-sellers. Similarly, Katene noted that 'All your purchases Mr

[1502] Notes of a meeting at Parewanui between Ngati Apa and McLean 14 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1503] The words were uttered by Wiriharai, in Notes of meeting. Oroua 18 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1504] That sense was not confined to the Crown, Erina Kooro remarking that 'The Europeans only listened to the chiefs and not to the common people.'

McLean were properly completed and there has been no trouble since, now in this dispute Featherston has not done as you did.'[1505]

The sellers in fact dwelt at length on Featherston's conduct. It had been the Superintendent, they insisted, who had proposed the sale of the block as a way of resolving the dispute, but sale had only brought in its train more and even more intractable difficulties. Some claimed to have been left entirely or practically landless, while the reserves had either not been granted or had turned out to be considerably smaller than expected. Particularly vociferous over the matter of the inadequacy of the reserves was Kawana Hunia. The sellers made no secret of their dismay over the Native Land Court's awards to those who had not participated in the sale. At the same time, they noted that whereas Ngati Apa and the three Ngati Raukawa hapu had been directed to mark off the land claimed by the latter, Featherston intervened 'in a mad way' and himself marked out the land to be reserved giving 'a crumb to this one and a quarter acre to that.'[1506]

Hoani Meihana Te Rangiotu re-visited the meeting at Wharangi at which Featherston had met nine rangatira and departed with an 'agreement' to sell Rangitikei-Manawatu: '… they did not give up the land altogether to him. They said, this land is given to you but have eyes and ears; when you see the lightning and hear the thunder then it will be finished – these nine were only commencing the matter, we thought it would be settled, as you settled the other adjacent block.' That was a much-repeated claim. Hoani Meihana Te Rangiotu went on to declare that he would 'back out of the sale' and that he was 'mad to sell the land to Featherston.'[1507] A great deal of the criticism centred on the way in which the Native Land Court's September 1869 directive to 'divide' the land had been handled, and especially Featherston's intervention. Had the parties concerned been allowed to carry out that directive, Tapa Te Whata claimed, 'the dispute would before this have ceased to exist.' Similarly, Kerei Te Panau claimed that 'The Court appointed certain hapus – four – and Rangitane to mark off the land, but Featherston stepped in and gave a crumb to this one and ¼ acre to that. I

[1505] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1506] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1507] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

hold to what the Court said, it is the chair upon which I sit viz. that four hapus should mark off the land.' Kereama Pawe claimed that he had been satisfied with the 1869 ruling and had returned to divide the land, 'but the Commissioner came too quietly.' Areta insisted that the Court had directed that the hapu were to mark off the land but that 'The Commissioner came in a mad way to mark off reserves, the Court did not tell him to do it …'[1508] The collective view was clear, namely, that Featherston had usurped the order of the Court, that he and Buller assumed a task that Maori understood to have been entrusted to the hapu concerned. For McLean, that view, involving both sellers and non-sellers, posed a serious challenge.

As the meeting progressed, it also became very clear that considerable anger remained over Featherston's repeated claim that there was no possibility of the title to the block being investigated by the Native Land Court. Those present expressed dismay over having accepted Buller's assurances that Featherston would set apart the desired reserves, and their shock when it became clear Featherston was intent upon securing the 'whole of the land' and not merely those portions that their owners were willing to sell. The matter of the Rangitikei-Turakina transaction was again raised and it was clear that Ngati Raukawa and Ngati Kauwhata remained seriously aggrieved at what they perceived to have been a betrayal of trust. Hakaraia Pouri reminded McLean that 'At the purchase of North Rangitikei, you called all the tribes to meet at Te Awahou you said, "leave this side of Rangitikei, but let me have the other side …"'[1509]

The meeting also afforded Ngati Apa an opportunity to comment on the dispute over rents. According to Hamuera, in a comment that revealed a good deal about the balance of power in the region, 'We feared after the death of your old chief [Nepia Taratoa] that the Ngatiraukawa might attack us, and so we urged to sell the land.' It also said a great deal about the power and influence of Nepia and Ngati Raukawa in the region, and supports the view of those who suggest that Nepia's death left a power vacuum that Ngati Apa hastened to fill or at least exploit. Rather, it seems, Ngati Apa acted out of fear, a powerful motivator in human affairs, that it would be the subject of attack. Hamuera went on to suggest that while Ngati Raukawa had opposed the sale

[1508] Notes of a meeting at Oroua between Rangitikei and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1509] In Notes of meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

of Rangitikei-Manawatu, 'after a time the Ngatiraukawa influenced by a desire for silver joined in the sale …'[1510]

Of great interest were Kawana Hunia's remarks: he also spoke of the fear of an attack, claiming that 'there were many new hapus of Ngatiraukawa introduced …' presumably on to the Rangitikei-Manawatu block.[1511] That statement contained not the merest hint that those hapu had been 'invited' to settle on the block as Maning had claimed and, in fact, implies that the 'introduction' had taken place without Ngati Apa's consent. Of interest, too, was his claim that he had advised Fox that Ngati Apa were to 'blame' for the rents dispute insofar as they had failed to draw up the leases properly and that therefore he was uncertain whether they should fight. That ran counter to the testimony proffered by Ngati Apa to the 1868 Himatangi hearing. It also suggests that the official accounts of Featherston's 1864 discussions with the disputants were less than complete: Kawana Hunia's comments suggested that the dispute might have been more readily resolved than by 'absolute' purchase. Ngati Apa was also unhappy over the matter of reserves, claiming that Featherston had failed to have certain lagoons surveyed lest disputes develop between Maori and Pakeha. The size of the reserves disappointed. Moreover, he added, '… we asked for the reserves to be made before signing, but Buller said "Go on and sign."'[1512]

Kawana Hunia also touched upon the September 1869 directive issued by the Native Land Court: he claimed to have advised Featherston that Maori needed a month, to which Featherston had responded by indicating that he was leaving for England in a week. He went on to add that '… I intended to get the whole of Ngati Apa and Ngatiraukawa together to settle. Buller was afraid that I would do it right. Why did he act as he did?' He also suggested that it was Buller who had made a mistake over the inland boundary of the block.[1513]

[1510] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ACIH 16046 MA13/114/72a.
[1511] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1512] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1513] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

To this litany of complaints presented by the sellers, the non-sellers added more. They expressed unhappiness over the efforts of some to acquire even more land as reserves, and over the failure of the Provincial Government to have the promised reserves clearly defined. At that stage of the proceedings, McLean clearly wearied, perhaps embarrassed, by the continued debate, proposed that the 'four hapus' involved in the Native Land Court's decision and Ngati Apa appoint delegates to meet with him, at the same time insisting that he was 'not going to interfere with the past or with what has been concluded by the Court,' but that he sought to 'effect such a settlement as will prevent difficulties in future.' He went on to say that:

> I have heard what Hunia has had to say, and he will remember the advice I gave to the chiefs of the different tribes about the settlement of their disputes and boundaries. I strongly urged that the Rangitane should have their claims recognised to that portion of the inland district that originally belonged to them; that Ngatiapa should have their rights acknowledged, and that Ngatiraukawa should not be interfered with the land at Manawatu occupied by them; each tribe wanted to claim the whole of the land to the exclusion of the others, and objected at the time to my proposals for a subdivision of the territory, but eventually agreed and acted upon them as far as the Ahuaturanga and Awahou blocks were concerned, and I am confident that the partition of the territory then arranged was the most equitable for all parties that could be effected.[1514]

McLean went on to advise Maori to be 'temperate' about the lands lying to the south of the Manawatu River, directing his remarks to Hunia and Te Rangihiwinui in particular. It was only upon the insistence of Te Kooro Te One that McLean consented to listen to other non-sellers voice their views. Parakaia Te Pouepa and Henare Te Herekau thus raised the matter of Himatangi, but McLean declined to enter into any discussion, other, that is, than to warn them, with respect to the survey, that if they were 'going to act in an obstructive obstinate manner [they] cannot expect to get anything by doing so.' That same day, 21 November, McDonald made clear to McLean while the non-sellers considered he should settle with the sellers they should have land 'in proportion to the numbers of sellers, i.e. they would ask for about 12,000 acres in addition to the award of the Court.' McLean rejected that proposal,

[1514] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

arguing that it involved a fresh inquiry into the title and that was simply not possible.[1515]

McLean reflects

On (or about) 21 November McLean prepared a memorandum in which he reflected at length on the Rangitikei-Manawatu purchase and on the approach that might secure a resolution of the difficulties that had denied the Wellington Provincial Government quiet possession of the block. McLean appears to have prepared several drafts and the account that follows draws on them all.[1516] In his review of the history of the transaction, McLean recorded views that were highly critical of the Crown's conduct. He singled out the fact that the Crown's agents had set out to ensure that the Deed of Cession would be 'most numerously signed – so numerously indeed that the names of many members of tribes who had undoubtedly no claim or interest in the land were included.' He identified the omission from the Deed of Cession of any reference to reserves as a second major failure, and he expressed concern over what he termed the 'too hurried manner' in which Featherston and Buller had moved to define the awards made by the Native Land Court to the non-sellers of Ngati Kauwhata, Ngati Parewahawaha, and Ngati Kahoro.

On the matter of reserves, McLean recorded that:

> … it has always been the custom to properly conducted transactions of the kind to state in the deeds what special portions of the land ceded should be reserved for the use of the Natives, all the arrangements respecting which land should be clearly understood before the final completion of the transaction by payment of the purchase money.[1517]

Featherston had quite deliberately set his face against following the precedent set and the procedure specified.

[1515] Notes of a meeting at Oroua between Rangitikei Maori and McLean 18-19 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.
[1516] These can be found in ANZ Wellington ACIH 16046 MA13/114/72a and MA13/118/74a.
[1517] ANZ Wellington ACIH 16046 MA13/114/72a and MA13/118/74a.

McLean was equally critical over the short period allowed iwi by the Native Land Court to reach agreement over the boundaries of lands allotted to them, and went on to record that:

> … considering the short time that did elapse between the date of that order of the Court and the final judgment it does seem plain to an unbiased person that these representatives of the Crown when so great interests were at stake acted in too hurried a manner and there is no reason to doubt that a little concession in point of time would have led to a settlement within a very short period after the decision of the Court was given.[1518]

McLean recorded that he was averse to any re-opening of the title, but acknowledged that 'exceptional circumstances' associated with the transaction rendered it 'a matter of great political interest' that the outstanding issues should be settled and quickly lest delays render them difficult and expensive to resolve. A growing number of Maori, he noted, were inclined to repudiate the sale. He identified the core difficulty as the payment of the whole of the purchase monies before the matter of reserves had been finally settled: that had left the Government 'very much at the mercy of the Natives in any terms proposed for a settlement.' So long as dissatisfaction remained, 'it is hopeless to expect that Europeans will purchase land for the purpose of settlement.' Thus additional reserves were necessary, up to 12,000 acres in all: 'I believe,' he noted, 'it would be quite delusive to expect that any other course will lead to a conclusive termination of thus question …' McLean remained convinced that only the complete extinguishment of the Native title would have resolved the original dispute, at the same noting that it had been Featherston who had proposed sale to the Crown as the solution. Beyond Ngati Apa, Ngati Raukawa, and Rangitane, he went on to record, others had not yet established any claim to the land, being 'recent arrivals,' but were 'numerous and industrious and require some provision to be made for them to prevent their scattering about in marauding bands and joining any disaffected leaders in any parts of the Island …'[1519]

[1518] ANZ Wellington ACIH 16046 MA13/114/72a and MA13/118/74a.
[1519] ANZ Wellington ACIH 16046 MA13/114/72a and MA13/118/74a.

Further meetings

McLean met with Maori at Bulls on 22 November 1870 where the sellers pressed him to set apart additional reserves.[1520] Most interestingly, Nepia Taratoa went so far as to propose that the land should be surveyed 'so that the Superintendent should get no more than the value of his money' and the balance returned to the sellers. Not surprisingly perhaps, given the implied claim that Maori had been seriously short-changed, that suggestion aroused McLean's ire. Hare Reweti again claimed that the Court ordered the hapu to divide the land, but that Featherston and Buller 'got here first and laid off the boundaries, they did not settle it …' Te Kooro Te One challenged McLean to 'seek out each person's share' of the block and to observe the Native Land Court's decision to the effect, they claimed, that Maori were to divide the land and to divide it 'in proportion to the acreage so that the persons who sold may be properly defined, and also those who retained.' Te Ara wished to comply with the Court's order, indicating to McLean that 'I sit on the stool with which the Court provided me … that the land was to be properly subdivided in proportion to the acreage so that the persons who sold may be properly defined, and also those who retained.' Takana spoke in similar vein while others focused on the adequacy of reserves. Erina went so far as to claim that 'Featherston bought the land thievishly … he gave money to tribes who had no claim over the land; Kahuhunu [*sic*] had no right, Ngatirawa, Ngatihau all the tribes whom Featherston fed with money had no title, the hapus living on the block were only three, Kauwhata, Ngatitauira, and Rangitane, these are the real owners of the land … I ask you to define the acreage of the land to be allotted to the three hapu.' Rangitane took the opportunity to express their dismay at the mere £600 received for their share of the block and over the non-payment of £900 in back rents: McLean acknowledged that the iwi had 'suffered great loss' and suggested that 'perhaps the Reserve for Rangitane can be increased.'[1521]

[1520] Notes of a meeting between Rangitikei Maori and McLean at Bulls 22 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a.

[1521] In a separate meeting with McLean in the evening of 22 November, Hoani Meihana Te Rangiotu, Te Peeti Te Aweawe, and Hare Rakena pressed Rangitane's case over the small share of the purchase monies the iwi had received. Hoani Meihana Te Rangiotu claimed that when at Parewanui during December 1866, he had asked Buller not to give Rangitane's share to Ngatiapa 'as they are a bad tribe that is proved by the leases.' That appears to contradict Featherston's claim as recorded in his account of his January 1870 meeting with Rangitane.

In the view of many Maori, Featherston and Buller had interfered with a directive of the Court in an effort to limit the area that would be allocated as reserves and had achieved their object through an unannounced sitting of the Native Land Court. Those were serious charges. McLean did no more than to undertake to 'consider' their 'propositions,' while making it clear that he would not re-litigate the transaction. At the same time, he did observe that while the arguments advanced by the non-sellers might have been correct 'if this had been a new negotiation for the sale of the land,' nevertheless they were in fact 'near the conclusion of the affair' and thus confronted different circumstances.[1522] That appears to have been as near as McLean came to conceding that the whole transaction had been mishandled.

Other meetings followed, including one at Kakariki on 24 November 1870: on that occasion Karanama (travelling with McLean, as was Matene Te Whiwhi) criticised the decision of the Native Land Court with respect to the Rangitikei-Manawatu block in that it awarded rights to four hapu but not to the iwi as a whole and so excluded others, including Ngati Toa, 'the first conquerors of this land.' At another meeting on the same day, at Rangitikei, Hunia spoke at length, claiming that, with reference to the £90,000 demanded for Rangitikei-Manawatu, Featherston had told him that 'You alone are to arrange about the price of this land, because I am frightened at the price asked by the Ngatiapa, it rests with you to get it reduced.' Interestingly, he went on to claim that on a visit to Parewanui ahead of his departure for England, Featherston had assured Ngati Apa '"Now you have nothing to be frightened about, the Government will carefully carry on matters, the Government will fight against the Ngatiraukawa". Then we cheered.'[1523]

During a meeting at Te Reureu on 25 November 1870, McLean insisted that he would not revisit the Rangitikei-Manawatu purchase, but indicated that he was prepared to 'complete the matter.' The notes recorded McLean as saying that 'there is no going back to what has been left behind … all this land is mine.' All he would offer were lands along the riverbanks suitable for cultivation. Of considerable interest were the

[1522] Notes of a meeting at Bulls between Rangitikei Maori and McLean 22 November 1870, ACIH 16046 MA13/11/72a.
[1523] ANZ Wellington ACIH 16046 MA13/114/72a.

remarks Karanama addressed to Ngati Raukawa. Noting the iwi's patience, he observed that:

> Kawana Hunia and his European friend Mr Fox drew the sword against you … but you turned to them the backs of your heads. You had recourse to the law and the result has been that you see Mr McLean and Mr Fox here today. The Europeans talked of an appeal to the sword in order to hasten the approach of evil … Hearken Ngatiraukawa you have been spared from the sword of Kawana Hunia and the Government, but it has not been though the mediation of any third party, it has been your own doing. You made application to the law to have the right or the wrong of the matter but the decision was given against you inasmuch as only four hapus were declared to be entitled, all the other hapus were beyond the vision of the Court.[1524]

Had Karanama implied that the dispute over rents had been fostered by Fox? The record of the meeting did not record those present at that meeting. If present, as Karanama indicated, Fox did not respond, nor did McLean apparently offer any comment.[1525] Given the gravity of the charge, did the apparent lack of response suggest that Fox's involvement had long been recognised?

Defining the principles of a settlement

Such was the state of affairs that McLean confronted. First, he worked to secure agreement over the principles on which a settlement would be based. Those principles were:

- The decision of the Native Land Court reached in Wellington in 1869 to serve as the basis of the arrangement;
- The arrangement to be considered as supplementary to that of another Native Land Court that purported to define and limit the interests of individuals and which had been appealed against;
- The individual interests of owners, whether sellers or non-sellers, to be considered equal, and the estate to be divided accordingly;
- The 63 non-sellers to be considered entitled to costs in the long and expensive contest they had been compelled to sustain in defence of

[1524] ANZ Wellington ACIH 16046 MA13/114/72a.

[1525] McLean also held another meeting with Ngati Apa at Whanganui on 29 November, when the iwi conceded that it should not have signed the Deed of Cession until the reserves had been agreed and defined; with Whanganui at Puiki Waranui on 29-30 November; and at 70 Mile Bush on 2-3 December 1870.

their property, of which the Land Purchase Commissioner had sought to deprive them;

- That the sellers, in alienating their property, had been promised and were entitled to reserves;
- That it was expedient to make provision for the large number of persons whose claims had been disallowed;
- That the 63 non-sellers should contribute towards making such provision;
- That the sellers would be satisfied with the reserves which Mr McLean proposed making for them;
- That the disallowed hapus and persons would be satisfied with the provision which Mr McLean would consider sufficient for them;
- That in consideration of the complete trust and confidence which the 63 non-sellers had in Mr McLean, they would, after deducting 8,700 acres, to be retained for their common use, out of their proportionate share of the general estate, leave in his hands, and at his absolute disposal, 12,594 acres, being the remainder of their share, for the following purposes, namely, to meet special claims of individuals of their own number, as a contribution towards the liquidation of costs generally, and as a contribution towards making provision for disallowed hapus and persons;
- That the question of the amount of costs to which the 63 non-sellers were entitled, should be determined immediately after special claims and provision for disallowed hapus had been settled; and
- That Mr Kemp should remain in the district with full powers to carry out those arrangements and the whole dispute closed speedily and permanently.[1526]

McLean's proposals

McLean thus found that there were three groups of objectors: first, persons who, on the sale of their interests, had been promised but had not received adequate reserves;

[1526] Editorial, *Evening Post* 2 November 1871, p.2.

second, persons whose right to share in the block had been admitted by the Native Land Court but who had not sold their interests and who were dissatisfied with the shares allotted by an arbitrary decision of the Court at a sitting held without notice to the complainants; and, third, persons resident on the block whose claims had been disallowed by the Court or had not been investigated at all. The first group insisted that the reserves made fell far short of what Featherston had promised. Those reserves, they noted, had been an essential element of the agreement for sale and purchase, Maori having accepted £25,000 with reserves in lieu of the £50,000 demanded for the block without reserves. The second group challenged the validity of Featherston's purchase on the ground that the sellers had no right to alienate any part of the general estate until the title had been individualised, that they were in possession of at least a portion of the joint estate, and claimed that there should be an equitable division of interests before any were relinquished. The third group comprised those who asserted that their claims had not been properly investigated and who insisted that they had not accepted any part of the purchase money.

McLean dealt first with the sellers and non-sellers of Ngati Kauwhata, Ngati Kahoro, Ngati Parewahawaha, Rangitane, and Ngati Apa. With respect to the first group, the sellers, he acknowledged the inadequacy of Featherston's reserves and agreed to set apart for them additional land.[1527] The 'non-sellers' were temperate but firm, agreeing to withdraw all opposition upon certain concessions in the form of land being made available: it was agreed that the Rangitikei-Manawatu block comprised (net of Himatangi and sandhills) 220,000 acres, that the total number of owners ascertained by the Court was 650, giving an average area of 338 acres per soul. The number of non-sellers admitted by the Court was 63, thus giving 21,294 acres as their entitlement. From that latter total, the 'arbitrary award' of the Court of 6,200 acres was deducted thus reducing the area due to this second group to 15,094 acres. In order to give McLean some scope to make provision for the large numbers in the third group, this second group agreed to accept 8,700 acres, including the 6,200 acres awarded by the Court, 1,500 acres at Oroua, 750 acres at Rangitikei, and 250 acres also at Rangitikei. Ngati Kauwhata signed a deed by which it undertook to abstain

[1527] 'The Manawatu land purchase,' *Evening Post* 28 November 1870, p.2.

from making any future claims and from all future opposition.[1528] Alexander Macdonald emerged from these negotiations with his reputation enhanced, the *Evening Herald* declaring that from the first he had set out to uphold the legal and civil rights of his clients, and suggesting that the Government 'perhaps made a mistake ignoring the agent at the beginning.' It also attributed McLean's success not to his supposed command of money but to his 'general shrewdness combined with a special knowledge of Maori character.'[1529]

The agreement reached with the non-sellers meant that McLean had 12,594 acres with which to meet the third group and to defray the costs of the expensive litigation to which the actions of the Land Purchase Commissioner had committed them. This third group comprised some 250 members of Ngati Pikiao, Ngati Maniapoto, and Ngati Rangatahi, all occupying inland sections of the Rangitikei-Manawatu block. The Native Land Court had declined to recognise their claims, but McLean deemed it prudent and politic to set land apart for them.[1530]

On 24 November 1870 McLean informed the Province's Chief Surveyor that 'the main difficulties of the Manawatu question have been removed' and that 'reserves of considerable extent have been made in different parts of the block: no settlement could be effected without doing so.'[1531] According to the Premier, in advice given to the Provincial Secretary on 25 November 1870, the Kakariki and Te Reureu people had still to be settled with, but they were chiefly sellers, and that, while excluded by the Court, Featherston apparently had always intended to make reserves for them. Some additional reserves were also to be made for Ngati Apa and Rangitane. After deducting Featherston's reserves (3,361 acres), the awards made by the Native Land Court (6,226 acres), and the additional awards made by McLean, Fox estimated that the province would secure more than 90 percent of the entire block.[1532] The *Wellington Independent* expressed some satisfaction, recording that 'the non-sellers

[1528] 'The Manawatu land purchase,' *Evening Post* 28 November 1870, p.2.
[1529] Editorial, *Evening Herald* 25 November 1870, p.2.
[1530] Draft of a memorandum by McLean (?) 21 November 1870, ANZ Wellington ACIH 16046 MA13/114/72a. See also, Editorial, *Evening Herald* 19 November 1870, p.2; and McLean to Provincial Secretary, Wellington Provincial Government 24 November 1870, Untitled, *Wellington Independent* 26 November 1870, p.4.
[1531] Untitled, *Wellington Independent* 26 November 1870, p.4.
[1532] AJHR 1874, H18, p.11.

came to terms, ceded all their rights, and withdrew all opposition in consideration of certain new reserves being made for them.' The arrangements with the three non-selling hapu having been completed, it was expected 'that the whole question, without reference to Parakaia's claim at Himatangi, will be settled for an extent of land not larger than was claimed by one section of the non-sellers.'[1533] During December 1870, H.T. Kemp completed the details of the arrangements that McLean had negotiated.[1534]

Wellington's Provincial Secretary was, at first, relieved to hear of McLean's success, suggesting to Fox that he would 'look upon the dispute as cheaply settled at the cost of 3,000 or 4,000 acres of land, if the settlement means a hearty cooperation with us in the colonization of the block, and repression of all opposition on the part of the Maoris who would oppose survey for the purpose of being bought off.'[1535] The *Evening Post* was sceptical. 'Possibly,' it observed, 'his estimate will be found much too low; but even if ten thousand were given up, it would be better than to continue the vexatious litigation and quarrelling which has [*sic*] been going on for the last few years.' It would be as well, it suggested, that the Province accepted McLean's settlement without dispute 'as it seems that we are powerless to help ourselves.' Interestingly, it went on to suggest that 'It is perhaps fortunate that Dr Featherston is absent from the Province at the present time, as it is extremely unlikely that he would have consented to any compromise … As it is, the affair has all but ruined us … but we have sowed the wind, and must reap the whirlwind.'[1536] It was thus, albeit with some reluctance, that the loss of some 12 to 20,000 acres, 'honestly paid for at its full value,' was generally accepted.[1537]

Table 9.1 sets out the position reached following McLean's intervention. The 23,967 acres represented just under 11 percent of the Rangitikei-Manawatu block. It should be noted that the 5,500-acre Himatangi block was not included in that total. McLean subsequently recorded that he discovered that not only were the non-sellers unwilling

[1533] Untitled, *Wellington Independent* 26 November 1870, p.4.
[1534] Notes of a meeting at Te Reureu 25 November 1870; Kemp to McLean 2 January 1871; and Kemp to McLean 3 March 1871, ANZ Wellington ACIH 16046 MA13/114/72a.
[1535] Fox to Wellington Provincial Secretary 25 November 1871, AJHR 1874, H18, p.10.
[1536] Untitled, *Evening Post* 26 November 1870, p.2.
[1537] 'The Manawatu purchase,' *Evening Post* 12 January 1871, p.2. Completing those arrangements appears to have been Kemp's last official duty before he retired.

to complete the purchase but that those who had gained a 'large' share of the purchase monies were, 'under European advice, and of their own accord, desirous of repudiating the transaction.' Describing his task as 'one of the most disagreeable' he had ever had to undertake – citing 'promises made by the bushel but never fulfilled' – he noted that both the Wellington Provincial and the General Governments had pressed him to reach a settlement.[1538]

Table 9.1: Reserves made in the Rangitikei-Manawatu Block, 1872

Category	Number of reserves	Acres
Set apart by Featherston		3361
Awarded by Native Land Court October 1869	4	6226
Granted by Native Minister	79	14380
Total		**23967**

Source: AJHR 1872, F8

Featherston returns, objects, and departs

While Premier Fox might regard the arrangement secured by McLean as constituting 'a most favourable settlement,' the Wellington Provincial Government, even without the reported adjustment of the northern or inland boundary of the Rangitikei-Manawatu block, promptly expressed alarm over the extent of the 'concessions.'[1539] Fox's response was to the point, suggesting that if the Provincial Government were not satisfied 'it does not deserve to have an acre.' The settlement, he added, 'obviates all risk of future disturbances and will entirely detach the Cook Strait Natives [otherwise the 'grumbling Hauhaus'] from the King party.'[1540] Clearly, the General Government's intervention had been inspired, in part at least, by geo-political considerations. The Provincial Council was advised formally, on 28 November 1870, of the arrangements secured by McLean and there the matter rested until it emerged that Kemp, to whom McLean had turned to complete the work, was found to have

[1538] NZPD 1874, Vol.16, p.624.
[1539] AJHR 1874, H18, p.11.
[1540] AJHR 1874, H18, p.11.

awarded additional land, taking the total to 14,380 acres.[1541] The outcome was that Maori would retain 23,967 acres.

A few weeks later Featherston arrived back from England, resumed the Superintendency, and, in a strongly worded letter to Colonial Secretary Gisborne dated 26 January 1871, made clear his objections to McLean's arrangements. He rehearsed events since the December 1866 hui at Parewanui, insisting throughout that the opponents of the transaction were few in number, that the Province had made every effort to settle with the dissentients, and that McLean, 'without the knowledge or consent of the Provincial Government [had] made large gifts of land to the Natives – both sellers and non-sellers …' Of particular concern was the fact that while some of the land 'thus given away' consisted of sand dunes and swamp, 'the greater portion …[was] of first-class quality, and would … realize more than the upset Government price.' Featherston thus demanded payment (at £1 per acre) for the 14,379 acres, and the expenses involved (including survey costs).[1542]

Cabinet flatly rejected Featherston's claim for compensation, Gisborne reminding him that he had conducted the transaction as an agent of the General Government, recording that 'exceptional difficulties of no ordinary magnitude [had] embarrassed' the negotiations. The General Government, he insisted, had acted at the request of and in the interests of the Province which would secure all the proceeds from the sale of the block. At the same time, he, too, attributed the difficulties to certain 'European advisers' having encouraged Maori to obstruct the survey of the reserves awarded by the Native Land Court and the trigonometrical and detailed surveys of the remainder of the block. The conviction of Miritana and McDonald had allowed the surveys to proceed until Travers advised Maori that they would be justified in turning the surveyors off the land on account of their treatment by the Native Land Court, the result being renewed and much more determined obstruction and a declaration by Maori that they would resist occupation by the Crown. The Government, he suggested, had had three choices, either to suppress the resistance by force, to suspend the surveys, or to try to effect some compromise. The Government reminded Featherston that the Province had received 215,000 (90 percent) of the now estimated

[1541] For Kemp's decisions, see AJHR 1874, H18, pp.11-12.
[1542] Featherston to Gisborne 26 January 1871, AJHR 1872, G40, pp.16-17.

240,000 acres the block contained: given that the 'dissentient Ngatiraukawa' had originally claimed it all and then proposed to accept 80,000 to 90,000 acres in compromise, the final result left the Provincial Government in a triumphant position …'[1543]

Featherston responded angrily. He accused McLean of having 'given away to sellers, non-sellers and parties excluded by the Native Land Court some twelve thousand acres of the Manawatu. Kemp by whose authority nobody knows has since given away another four thousand acres … I deny the right of the Government thus to deal with the Provincial Estate.' He claimed payment for the whole of the land at the upset price of £1 per acre and insisted that the Province should not have to bear the cost of surveying the 16,000 acres awarded. He noted that Cabinet had refused to admit the claim and hence considered that he was 'obliged … to record my protest as Superintendent against the Manawatu arrangement.'[1544] Featherston's ire appears to have been fed in part by Buller's assertion that there had been no necessity to grant additional reserves to Ngati Apa. The iwi, he insisted, had been 'perfectly satisfied with their reserves at first but the liberal awards (as they considered) made by the land court to nonsellers of Ngatiraukawa made then discontented with their share.' [1545] The Provincial Government's position was clear enough, essentially that McLean had, without its knowledge or consent and unnecessarily made large gifts of land to Maori, both sellers and non-sellers. Moreover, most of that granted was of first-class quality and thus land that would have realised for the Government considerably in excess of its upset value. In short, McLean's intervention had cost it dearly and created further grounds for dissension and delay.

McLean responded as vigorously, claiming that the greater portion of the reserves comprised sand hills, swamp, and broken bush. He insisted that when he agreed to try to resolve the disputes he had no idea 'that the question was surrounded by so many difficulties.' Among the latter he named a threat of repudiation emanating from a 'responsible section of the sellers,' the non-sellers' claims to 19,000 acres and compensation for losses incurred in establishing their title, and (subsequently) the

[1543] Gisborne to Featherston 10 February 1871, AJHR 1872, G40, pp.17-18.
[1544] Featherston to McLean 11 February 1871, ANZ Wellington ACIH 16046 MA13/119/75a.
[1545] Buller to Featherston 11 February 1871, ANZ Wellington ACIH 16046 MA13/119/75a.

failure to fix clearly the inland boundary of the Rangitikei-Manawatu block. He insisted that:

> Under these & many other adverse circumstances & taking into consideration how troublesome & expensive these disputes [have] been to the interests of Wellington, I did my utmost on behalf of the province and colony to bring about as reasonable an adjustment of these interminable question[s] as could possibly be effected consistently with a peaceable occupation of the district by European settlers. The question might have been left in abeyance, but then it would have proved a source of lingering irritation and annoyance which at any moment might eventuate in a rupture with the natives … It was quite obvious [he concluded] that the provincial interest in the Rangitikei-Manawatu block was valueless until the native difficulty was removed. [1546]

It is a matter for conjecture whether the irony eluded Featherston. The latter remained especially incensed by Kemp's decision with respect to Te Reu Reu, demanding to know 'by what authority Mr Kemp has given away these additional acres.'[1547] Kemp himself claimed that he had had no alternative but to make 'what may appear at first glance a large addition' to the reserve that McLean had already proposed for the Maori of Te Reu Reu: McLean had indicated that the reserve for the 'Reu Reu Natives' should not exceed 'at the utmost 3,000 acres.'[1548] Kemp reported that the arguments advanced by the resident non-sellers had been 'both cogent and reasonable.'[1549] When the Wellington Provincial Council reassembled on 2 March 1870, Featherston took full advantage of the opportunity to set out his assessment without adding anything new, although concluding that since the General Government had acted in an effort to maintain peace, the price paid to the disaffected Natives must be deemed a liability of the colony, rather than of the province.'[1550]

In March 1871, on the eve of his resignation to take up the position of Agent-General in London, Featherston despatched a claim for £15,300, that sum including £14,300 as 'Payment for additional reserves in Manawatu Block, made by the Hon the Native

[1546] McLean to Featherston 15 February 1871, AJHR 1872, G40, p.11.
[1547] Note by Featherston on Holdsworth to Featherston 2 February 1871, ANZ Wellington ACIH 16046 MA13/116/73b.
[1548] McLean to Kemp 2 January 1871, ANZ Wellington ACIH 16046 MA13/114/72a.
[1549] A copy of this letter can also be found in ANZ Wellington ACIH 16046 MA13/116/73b.
[1550] AJHR 1874, H18, p.15.

Minister, 14,300 acres, at £1 per acre.'[1551] That demand was viewed by some as a joke and by others as a clear sign that he would never admit to having made a mistake in the purchase. The *Evening Post* suggested that had Featherston years ago conceded to having made mistakes a very much smaller concession may well have sufficed. That Wellington now found itself 'mulcted' of a large portion of its estate was the outcome of the Superintendent's obstinacy. It proposed that the Province accept McLean's awards, noting further that 'The Maoris have not in this instance acted in defiance of the law, but have come to Court and fought their case, and there is little doubt that their case was a remarkably good one.' The Province had made 'a very foolish purchase,' and the wrong parties had been dealt with, adding, with respect to the claim against the General Government, that 'Many impudent things have been done by the Provincial Government, but this is the most barefaced of them all.'[1552] For its part, the General Government appears to have interpreted the demand for £15,300 as an attempt to repudiate the £13,000 it had advanced to assist the Province through its financial difficulties. Accordingly, on 15 March 1871 it announced that it would impound Wellington's land revenues from 11 March. 'So,' concluded, the *Evening Post*, 'all Dr Featherston's *Chateaux en Espagne*, built on a large revenue, have been rudely demolished.'[1553] Further, during May 1871, 'an inland tribe,' Ngati Whiti (Ngati Kahungunu), employed surveyors to mark off its claims in Rangitikei-Manawatu amid suggestions that the Province might have to abandon another 40,000 to 60,000 acres.[1554]

Considerable soul-searching appears to have taken place within the Provincial Government for, in mid-May 1871 Superintendent Fitzherbert asked Provincial Treasurer Halcombe to set out the terms on which the General Government had been

[1551] Featherston to Gisborne 14 March 1871, AJHR 1872, G40, p.9. It is worthwhile noting that some welcomed the departure of 'the high priest of provincialism', his acceptance of the position marking a retreat from a '"Wellingtonia Gigantea" stripped of its foliage, and withering beneath the scorching sun of public indignation.' His departure, insisted Wanganui's *Evening Herald* presaged the failure of the provincial system. Untitled, *Evening Herald* 4 March 1871, p.2.
[1552] 'Mr McLean's award,' *Evening Post* 13 March 1871, p.2.
[1553] Untitled, *Evening Post* 17 March 1871, p.2. From the French expression 'Bâtir des châteaux en Espagne,' to build castles in the air.
[1554] The *Evening Post* suggested that one answer was to swamp the district with settlers. It also claimed Ngati Apa and Ngati Whiti, having combined in an effort to 'despoil' Raukawa, had 'fallen out over the plunder.' See Editorial, *Evening Post* 4 May 1871, p.2; and 'The Rangitikei-Manawatu district,' *Evening Post* 11 May 1871, p.2.

asked 'to settle the dispute by granting away Provincial lands.'[1555] Halcombe was quite clear on one point, namely, that the mode of settlement adopted by McLean 'was never contemplated by the Provincial Government …' He went on to insist that the General Government was not asked to 'settle' the dispute 'but to place the Provincial Government in peaceable possession of the land …' An approach to the General Government had been made in December 1869 as Maori renewed their opposition to survey: as a result the whole of the Province's survey staff had been placed under Buller's direction the net result of which had been the withdrawal of staff from those parts of the block where opposition had been offered, threatened or likely to have arisen. The outcome was the loss of 'several thousands of pounds to the Province.' It was not until November 1870 that McLean finally visited the district and then failed to consult the Provincial Government over the measures he proposed to employ and failed to indicate his intention of 'making large gifts of land … until after those gifts had been irrevocably made.'[1556]

In his opening address (described by the *Nelson Examiner* as a 'dismal document') to the Wellington Provincial Council in June 1871, Superintendent Fitzherbert made it clear that the Provincial Government confronted a financial crisis the result, he claimed not of any particular person, party, or past decisions, but 'the natural result of development.' [1557] His efforts to exculpate Featherston notwithstanding, the fact was that the Province had funded debt of £259,000 (interest and sinking fund guaranteed by the General Government), and 'urgent' unsecured liabilities of £38,850, while in order to remain functioning until 31 March 1872 the Provincial Government required a further £33,528. To meet its requirements for the year it thus required a total of £72,438. Its estimated income was £34,256, leaving a deficit of £38,182. Fitzherbert made it clear: the Provincial Government could default and hand over the

[1555] Fitzherbert to Halcombe 13 May 1871, AJHR 1872, G40, p.11. A.F. Halcombe served as Provincial Treasurer from 1870 to 1872, as an immigration agent for the General Government, and subsequently as agent for the Emigrants' and Colonists' Aid Corporation. He died in 1900.
[1556] Halcombe to Fitzherbert 15 May 1871, AJHR 1872, G40, pp.11-12.
[1557] 'Natural result of development', *Nelson Examiner* 17 June 1871, p.4. William Fitzherbert represented Wellington City and Hutt in the Wellington Provincial Council and was, according to Hamer, 'one of the leading members of the "Featherston party" ...' He also represented Wellington City (1855-1858) and Hutt (1858-1879) in the House of Representatives. He served as Colonial Treasurer in the Weld and Stafford Ministries, and reformed the financial relationships between general and provincial governments. In 1871 he was elected Superintendent of Wellington Province. Hamer noted that he 'acquired a reputation for using unscrupulous methods to attain his ends.' See David Hamer, Fitzherbert, William,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012.

management of its affairs to 'foreign hands' (a course of action that, he conceded, appealed to many), or establish throughout the province what he termed 'a self-supporting system of management, resting on the simple but sure ground of local self-reliance,' or 'realise certain portions of the public estate which have lately been unproductive,' or borrow some £100,000 to discharge 'actual liabilities,' to meet arrears of survey and to fund public works.[1558]

Despite its financial difficulties, in June 1871 moves were made in the Wellington Provincial Council to have the Provincial Government honour a 'promise' Featherston had made and award Buller £500 in the form of land scrip available within the province in recognition of his services with respect to the purchase of the Rangitikei-Manawatu block. Indeed, to Buller's assistance, it was claimed, 'the main success of the case is attributable.' Opposition was soon manifested.[1559] Ludlam suggested that the name 'Manawatu' should be abolished by law: the purchase of the block had been anything but successful as the Provincial Government had repeatedly claimed and, indeed, Buller's involvement had been 'most unfortunate for the province …' Pharazyn was bold enough to claim that Featherston had 'notoriously mismanaged the whole affair.' Others insisted that Buller and Featherston had followed a 'just and proper course,' that 'outside influences' were trying to obstruct a final settlement, and that McLean's mode of settling the dispute was unacceptable.[1560] No award was made to Buller but the matter would not rest there.

Fox's 'mouldy forensic eloquence'

As rumours of further opposition to surveying gained momentum during August and September 1871, the *Evening Post* offered its own account of the entire Rangitike-Manawatu transaction. It came at a time when the whole system of Crown pre-emptive purchasing, although no longer in place, was under scrutiny. Thus, in June 1871, Judge Monro suggested that the system had 'inherent defects.' It was at least

[1558] 'Opening of the Provincial Council,' *Wellington Independent* 7 June 1871, p.2.
[1559] 'Provincial Council, *Wellington Independent* 14 June 1871, p.2.
[1560] 'Provincial Council,' *Wellington Independent* 15 June 1871, p.2. The Provincial Solicitor claimed that Featherston 'had trusted everything to his interpreter, and in nearly every instance followed his advice.'

possible that he had in mind Featherston's efforts to acquire the Rangitikei-Manawatu block when he observed that:

> The Crown, which was the purchaser of lands, was also the sole judge of the right of tribes or families offering land for sale, and therefore was directly exposed to the suspicion of unfairness in extinguishing conflicting rights in proportion to willingness of the claimants to alienate territory which was so urgently required for the purposes of colonization; while, in the event of a purchase being made from a tribe not entitled to the land in question, the Crown was at once placed in the dilemma of either remaining a direct party to an act of injustice, or of having to extricate itself from that position by a double expenditure of public money. Again, the proposal on the part of any tribe to sell a block of land to which the fact of colonization had imparted a value previously unknown, could not always be unanimous, while it gave the signal for the revival of numbers of dormant claims, more or less well founded, and upon which there existed no independent tribunal competent to decide; and the refusal of any section of the tribe or of any of the numerous claimants to accede to the sale, or a general reluctance on their part to see what they considered as the inheritance of their fathers passing into the hands of another race, placed them in such a position of antagonism to the Government as would easily convert the non-seller first into a disaffected subject and then into an open rebel.[1561]

Notions of that character certainly informed the narrative advanced by the *Evening Post*, a narrative that stood in sharp contrast to the line that the *Wellington Independent* had assiduously developed over several years. It noted that Ngati Apa (and the 'remnants' of Rangitane and Muaupoko) had for some time past rejected claims that the conquest by Ngati Toa and its allies had, according to Maori custom, been completed: rather, in the interval between the original invasion and the arrival of Ngati Raukawa, they claimed to have returned from the mountain fastnesses to which they had been driven and to have resumed possession of their land and thereby reclaimed their mana. The *Evening Post* suggested that, on the basis of the best accounts available, the evidence suggested a rather different state of affairs, namely, that Ngati Raukawa had asserted mana over all the land and that Ngati Apa had been weak and scattered, had made no attempt to challenge their enemies, and had made no attempt to claim the land for themselves. 'On the contrary, they evinced in their attitude the dejection of a conquered people, and an abiding dread of the Ngatiraukawa.' Gathered together and organised, principally by Kawana Hunia, Ngati Apa began to reassert ownership of the lands that it had once possessed, leading to

[1561] Monro to Fenton 26 June 1871, AJHR 1871, A2A, p.15.

Featherston's decision to preserve the peace by purchasing the Rangitikei-Manawatu block. That decision had proved 'a wretched failure' and had brought the Province to the brink of 'utter collapse,' simultaneously generating even greater dissension among iwi and leading to 'a maze of litigation and trouble.'[1562]

In the *Evening Post's* view, *Featherston's* 'failure' was attributable to his having been 'too late in the field.' In other words, had efforts to acquire the block been undertaken before the dispute had assumed the proportions that it did, acquisition would have been more straightforward and accomplished at half the cost of the purchase monies eventually paid. Further, Featherston had allowed himself to be guided by Walter Buller:

> … a young man whose ignorance of the points at issue among the natives, and the state of the case generally, was only equalled by the extreme arrogance with which he laid down his dicta, and whose partisanship for Hunia was notorious. In spite of warning and remonstrance, in spite of sound advice … Dr Featherston and Mr Buller elected to consider the Ngatiapa the owners of the land and paid them the stipulated price for it. They were told that they had paid the money to the wrong men, but they would not listen, and so loudly and persistently did they howl down every attempt to prove them wrong, that at last they managed to persuade nearly every one that they were right. The dispossessed natives, however, continued to agitate, and procured a sitting of the Native Land Court at Otaki in 1868, the principal result of which was to afford an opportunity to Mr Fox of airing his mouldy forensic eloquence, and indulging in some choice snarls at his political opponents and private foes.[1563]

A second hearing followed in which the Native Land Court decided that while certain hapu of Ngati Raukawa had acquired rights of ownership conjointly with Ngatiapa, yet Ngati Raukawa *as a tribe* did not by virtue of its conquest prior to 1840 obtain exclusive rights of ownership over the block in dispute. 'How the Court arrived at this conclusion,' suggested the *Evening Post,* 'is rather difficult to understand …[1564]

[1562] Editorial, *Evening Post* 10 October 1871, p.2.
[1563] Editorial, *Evening Post* 10 October 1871, p.2.
[1564] Editorial, *Evening Post* 10 October 1871, p.2.

‘ … a subterfuge artfully prepared’?

By September 1871 it appeared that McLean’s arrangements were beginning to disintegrate. Featherston’s bitter exchanges with McLean, his direct challenge to Kemp’s involvement, and his demand that the General Government compensate the Wellington Provincial Government had clearly generated considerable unease and apprehension within the Fox Ministry. According to McDonald, once McLean and Kemp had left the Manawatu, Fox himself instructed the surveyors not to recognise Kemp’s arrangements. The result was ‘delay and confusion.’ Moreover, McDonald added, Kemp was regarded as representing McLean, and that in the view of Maori the awards made had to be ‘laid off as arranged or not at all.’ McDonald appeared to suggest that Fox’s instruction amounted to a repudiation of the agreement that McLean had laboured to reach with Maori.[1565] Further, it became apparent that that agreement had not been set down formally, Maori evidently reposing great trust in McLean’s willingness and ability to carry it into effect. In any case, in their view, the arrangement so favoured the Government that self-interest would induce it to act promptly. Maori thus engaged McDonald to take the matter up with McLean: he spent some five weeks in Wellington, making it plain to McLean that Maori ‘were in the greatest distress and perplexity’ over the delays in implementation. After having been ‘bandied about between the two Governments like a shuttlecock,’ noted the *Evening Post*, McDonald ‘ … at last took his departure in disgust, with a promise of something for himself if he kept his principals quiet.’[1566] McDonald himself reported to a large hui at Rangitikei on 13 September: he had left Wellington, he noted, ‘not only without any clear assurance of Mr McLean’s power to carry his arrangements into effect, but also without any certainty that Mr McLean admitted his promises …’[1567]

Those attending the hui thus recorded that they and McLean had agreed:

> 1st: That when the non-sellers, whose title had been admitted by the Court, demanded their full share of the general estate, Mr McLean had replied, ‘If

[1565] McDonald to Fitzherbert 26 July 1871, ANZ Wellington ACIH 16046 MA13/119/75a. See also ‘Important Native meeting at Rangitikei,’ *Evening Post* 30 September 1871, p.2; Untitled, *Evening Post* 4 October 1871, p.2; and AJHR 1874, H18, p.2.
[1566] Editorial, *Evening Post* 31 October 1871, p.2.
[1567] ‘Important Native meeting at Rangitikei,’ *Evening Post* 30 September 1871, p.2.

you persist in that demand, you will put it out of my power to make provision for … your tribe.'

2nd: That while the previous injustice to the natives was admitted generally by Mr McLean, he had called upon them to agree to a final settlement according to the proverb 'Ko maru kai atu ko maru kai mai, ka ngohe ngohe,' without entering into the special merits of the case, or into the injustice or otherwise of the previous proceedings.

3rd: That Ngatiraukawa had been too credulous and sanguine in trusting so completely to verbal promises, and in comparing, as they had done, the previous proceedings and the visit of Mr McLean to the first and last notes of the Pipi Wharauroa.

4th: That whether Mr McLean had intended to deceive them, which was contrary to all their past experience of him, or whether he was unable to fulfil his promises, the effect upon them … was the same, viz: they were being starved by the delay and uncertainty, while the Government were enjoying the fruits of his promised settlement.

They thus resolved:

1st. That the survey and settlement of the block by Europeans must be stopped at all hazards, until Mr McLean's arrangements with the natives had been carried into effect.

2nd: That the Government should be asked voluntarily to suspend the survey and settlement of the block pending final settlement according to Mr McLean's promises to the natives.

3rd: That any attempt summarily to arrest natives for acts done in pursuance of the resolutions of this meeting would be resisted but all or any natives must obey a summons to attend and answer for his conduct before a competent Court.

4th: That notice of these resolutions should be given to the Government, to all persons intending to settle on the block; to the press …; and to the people generally.[1568]

[1568] 'Important Native meeting at Rangitikei,' *Evening Post* 20 September 1871, p.2.

A second meeting, at Oroua, followed on 29 September 1871: no reply having been received from either government to the representations made, those attending resolved to block efforts to transfer their land into settler ownership before the promises offered by McLean had been fulfilled. Featherston's public denunciation of McLean's arrangements had generated doubt that McLean had the power to carry his promises into effect and concern that he might now renege. They also made it clear that efforts to secure their lands had 'tied up the resources of the tribe for so many years,' that their title was still uncertain, and that they could not borrow against their land to pay their debts or to meet lawyers' fees to protect their interests. At the same time, Ngati Kauwhata took care to distance itself from the opposition being mounted by Ngati Maniapoto to the survey of the railway line at Kakariki.[1569]

In the House, McLean suggested that the matter involved inter-iwi disagreement over boundaries, and that the rumour of trouble was attributable to 'a person who is interested in fomenting the natives to keep up the opposition.'[1570] Indeed, his response elicited the claim that his observation, rather than calculated to set a complex matter at rest, was 'a subterfuge artfully prepared to evade a difficulty.' Rather, suggested the *Evening Post*, the survey had been stopped because Maori considered:

> … and with justice, that Government has broken with them, that they are being cajoled and bamboozled and led on with delusive hopes, until it is too late to help themselves. They have appealed to the law, and have professed themselves satisfied with the award which it made them, and only ask that award to be carried out. They have neither threatened nor attempted violence, but in stopping the survey, are merely retaining the only hold they have upon their property until it is secured to them ... If Dr Featherston committed a huge blunder in making the purchase, which he undoubtedly did, it is folly to supplement that blunder by others more egregious still.[1571]

McLean appears to have misread the situation, failing to appreciate both the concern of Maori over the fact that his promises had been 'mostly verbal,' and their anxiety that the agreement reached might now be subject to major modification. It was made clear, in the course of a hui held at Awahuri on 10 October 1871, that Maori would

[1569] 'The Manawatu difficulty,' *Evening Post* 7 October 1871, p.2.
[1570] 'The Manawatu question,' *Evening Herald* 9 October 1871, p.2.
[1571] Editorial, *Evening Post* 7 October 1871, p.2.

consider any modifications desired, but that the government 'ought not to continue taking possession of the Block until Mr McLean's arrangements have been carried out, or, if modifications are desired, fresh arrangements have been effected.' They also resolved to halt the surveyors until McLean had responded over the matter of proposed modifications and had demonstrated some understanding of their dissatisfaction.[1572] On 12 October they removed tents and equipment belonging to the surveyors. That stance appears to have borne fruit for a few weeks later Carkeek, a general government surveyor, was laying off the reserves: that the Provincial Government's surveyors were not involved was attributed by the *Wanganui Herald* to a disinclination to assist in handing over land to Maori that 'Featherston and Buller, vainly wishing to surround their own names with a halo of celebrity and renown, have on behalf of the Province of Wellington persistently tried to rob them off for years.'[1573]

The *Evening Post* concluded that 'Every investigation has shown more clearly that by the original purchase the rights of a large section of the owners of the block were disregarded …' Both governments, it proposed, should admit to having become parties to 'a bad bargain,' settle with Maori on the best terms obtainable, and decide their separate liability later.[1574] Concern mounted that allowing matters to drift, McLean had created an opportunity for that 'accomplished and unscrupulous Maori, Hunia' to provoke hostilities, imperilling the whole transaction and destroying the colony's creditworthiness at the very time it was endeavouring to raise large sums on the London capital market.[1575] The General Government appeared indisposed to listen and indeed exhibited an obstinacy that appeared to defy ready explanation, although it was anxious to extricate itself from the difficulties into which Featherston's demands for recompense had placed it. The *Wellington Independent* claimed that certain persons were endeavouring to drive McLean into a blunder that would provoke a war, and that the 'difficulty' was of such complexity as to 'frighten anyone who has anything to do with it.'[1576] The first claim was flatly rejected, while the second was interpreted as 'a shuffling and inexcusable attempt to cover the errors of Dr

[1572] 'Manawatu dispute,' *Evening Herald* 14 October 1871, p.2.
[1573] 'Rangitikei,' *Evening Herald* 15 November 1871, p.2.
[1574] Editorial, *Evening Post* 16 October 1871, p.2.
[1575] Untitled, *Evening Herald* 16 October 1871, p.2.
[1576] Editorial, *Wellington Independent* 1 November 1871, p.2.

Featherston, and the inflated folly of Walter Buller …'[1577] All that was required, insisted the *Evening Post*, was that the agreement reached between Maori and McLean should be carried into effect and help relieve Maori of the pressing debts in which their efforts to defend their rights had mired them.[1578]

'… a regular and authentic statement'

As Maori debated what to do in response to McLean's failure or inability to implement the agreement reached in December 1870, in the Legislative Council, on 10 October 1871, Mantell sought 'a regular and authentic statement upon a subject about which rumours were afloat …' Specifically, he sought a statement showing the amount for which the 'rightful' owners agreed to sell the block to the Crown; the amount paid by the Commissioners to Maori not owning or claiming land within the block; the amount paid to rightful owners; and the amount still due to the 'real owners,' believed to be £15,000. Mantell claimed 'That some amounts were paid to people who not only did not own land in the block but did not profess to own it, was notorious. The signatures were sought by the Commissioner for the purchase, or his agents, among tribes who never dreamt of claiming the right to any land within the block …' [1579] The return requested indicated that the sellers had received £25,000, that the non-sellers (Ngati Kauwhata, Ngati Parewahawaha, and Ngati Kahoro) had not been entitled to any money but had retained the land awarded by the Native Land Court, while no money had been paid to any person not owning *or claiming* land within the block.[1580] In the House, on 30 October, the claim was again made that of the £25,000 paid, only £10,000 had gone to the 'rightful owners' while the remaining £15,000 had been 'frittered away on payment to Maoris who had nothing whatever to do with the land.' McLean flatly rejected claims that the government had spent money fruitlessly, but Stafford took the opportunity to suggest that the transaction 'illustrated a curious and highly instructive passage in the history of New Zealand. They had had a Commissioner doing just as he liked, and going directly in the face of instructions

[1577] Editorial, *Evening Post* 2 November 1871, p.2.
[1578] Editorial, *Evening Post* 2 November 1871, p.2.
[1579] NZPD 1871, Vol 11, pp.182-183.
[1580] AJLC 1872, Return 24.

from the Native Minister, and they had seen a payment made by the same gentleman before the Native title had been conclusively decided.'[1581]

What at least was clear was that the Manawatu imbroglio had cost the Wellington Provincial Government dearly. In October 1871 Fitzherbert introduced into the House a Wellington Loan Bill intended to authorise a loan of £100,000 to meet the Province's outstanding liabilities: despite some resistance to the Colony's being saddled with a liability for £100,000 'to be spent by what has been hitherto the least efficient Provincial Government in the colony …', the measure was passed as the Wellington Debts Act 1871.[1582] It authorised the General Government to borrow £85,000 at not more than six percent (as a charge on the Consolidated Revenue) to pay specified debts incurred by the Provincial Government of Wellington. The monies raised and the interest and associated costs were to constitute a charge against that part of the provincial land fund arising from specified lands (or if insufficient from the provincial revenues). By section 16, the Wellington Savings Bank was closed and the Provincial Government debentures it held handed over to the Colonial Treasurer. The Act also provided that any future debts incurred by the Provincial Government would become a liability or charge against the General Government. The First Schedule set out the debts: they included £9,000 in debentures held by the Wellington Savings Bank, £3,000 to the Manawatu Small Farm Association, £10,400 to the BNZ (overdraft and interest), £25,568 owed to the General Government, and £27,000 as 'arrears of survey.' The second schedule identified the Awahou and Ahuaturanga blocks, containing 229,000 acres still unsold, as the lands against which the loan would be charged.

McLean's intervention: governmental narratives in opposition

By January 1872, McLean was back on the west coast. During the first week of February he met some 200 members of Ngati Pikiahu, Ngati Maniapoto, Ngati Raukawa, and Ngati Apa at Marton to discuss the matter of reserves. Reports indicated that they departed well satisfied with the promises and assurances that

[1581] NZPD 1871, Vol 11, pp.641-642.
[1582] 'Result of development,' *Nelson Examiner and New Zealand Chronicle* 11 November 1871, p.4.

McLean had offered.[1583] Concurrently McLean castigated Kemp, alleging that he had 'suddenly and without notice or authority … agreed to grant … 3000 additional acres' to a hapu (Ngati Pikiahu) already 'amply provided for.' In McLean's view, the award would generate dissatisfaction among the non-sellers of Ngati Kauwhata: the outcome, he claimed, would be to revive the complications that his arrangements had been calculated to bring to an end. That Kemp had apparently allowed Maori to define their reserve boundaries simply further complicated his efforts.[1584]

McLean also spent a good deal of time settling the inland boundary of the Rangitikei-Manawatu block. Fitzherbert made it plain that he was unhappy over the repositioning proposed, claiming that it would involve a loss to the Province of 67,000 acres.[1585] McLean defended his decision, claiming that the new boundary would not diminish appreciably the area of Rangitikei-Manawatu and that in fact it was calculated to expedite the acquisition of Waitapu.[1586] Hence, on 6 February 1872, McLean ordered a survey of the boundary agreed upon: that new boundary, he assured Fitzherbert would 'not to any appreciable extent diminish the area of the purchase …' and would in any case 'lead to the almost immediate acquisition of the territory inland of it.'[1587] The block was Waitapu, declared Crown land in April 1880, although Kawana Hunia maintained his objections until at least 1886.[1588] Nevertheless, in March 1872 McLean advised the Wellington Provincial Government that the matter of the inland boundary of the Rangitikei-Manawatu block and that of the reserves had been 'removed.' The larger reserves had been surveyed, but urupa and eel lagoons remained to be identified.[1589]

[1583] 'Local and general news,' *Wellington Independent* 9 February 1872, p.2. See also 'Hon Mr McLean's progress along the coast,' *Daily Southern Cross* 22 February 1872, p.3, citing the *Taranaki Herald*.

[1584] McLean to Kemp 7 February 1872, ANZ Wellington ACIH 16046 MA13/112/70g. Concurrently 'a great controversy,' involving Hunia and Ngati Raukawa rangatira, erupted over an unnamed block of land, but possibly Aorangi. The former, defeated in argument, promptly offered the land to McLean: the latter refused the offer, insisting that title had first to be investigated. In what was described as 'high wrath,' Hunia declared that he would take the land by force, in which case, it was predicted, Ngati Raukawa was unlikely to submit as it had apparently done over Horowhenua. See Untitled, *Evening Herald* 18 January 1872, p.2.

[1585] Fitzherbert to McLean 31 January 1872, ANZ Wellington ACIH 16046 MA13/118/74a.

[1586] Draft, McLean to Fitzherbert 6 February 1872 (draft), ANZ Wellington ACIH 16046 MA13/118/74a.

[1587] McLean to Fitzherbert 6 February 1872, AJHR 1872, G40, p.14.

[1588] For a recent account of the Waitapu block and its purchase, see T.J. Hearn, 'Taihape Inquiry District: Technical Research Programme. Sub-district block study – southern aspect,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2011).

[1589] McLean to Fitzherbert 30 March 1872, AJHR 1872, F8, p.3.

McLean also raised the matter of Himatangi. Noting that Parakaia and his co-claimants had not had their award surveyed as directed by the Court, he suggested to Superintendent Fitzherbert that 'it would hardly be judicious to take advantage on technical grounds of the non-completion of the survey within the prescribed time, as the Natives, though acquainted with the decision, were not aware of its stringency, and did not anticipate that any penalty would be enforced in consequence of their neglect.' In any case, given the 'almost valueless' character of that portion of the block allotted to the Crown, little was to be gained by keeping the dispute alive. He thus proposed returning the *whole* block to Parakaia.[1590]

Shortly thereafter, in April 1872, the General Government advised the Wellington Provincial Government that it was prepared to 'eliminate … all cash expenses incurred by them since … the extinction of the Native title in the Rangitikei-Manawatu Block [1869], in the settlement of disputes arising out of that purchase …' It proposed to charge those costs to the loan monies raised under the Public Works and Immigration Act for the purchase of lands in the North Island (with the interest and sinking fund charged to the Province). Further it was prepared to relieve the Province of responsibility for the impounded rents (apart from any rents that proved irrecoverable).[1591] By that stage, according to a return prepared by the Wellington Provincial Government and published in 1872, the cost of the Rangitikei-Manawatu block stood at £41,655, excluding the cost of surveys.[1592] Further, in September 1872, Fitzherbert furnished McLean with a summary of the reserves that he (McLean) had granted (14,379 acres), those granted by Featherston (3,361 acres), and those by the Native Land Court (6,226 acres).[1593] If to that total of 50,966 acres is added the Himatangi block of 11,000 acres, then the Province, under McLean's proposal to return the whole of Himatangi to Parakaia Te Pouepa and his people, stood to lose almost 62,000 acres or about a quarter of the originally estimated area of 250,000 acres.

[1590] McLean to Fitzherbert 30 March 1872, AJHR 1872, G40, p.13.
[1591] Gisborne to Featherston [*sic* – Fitzherbert] 4 April 1872, AJHR 1872, G40, p.10.
[1592] AJHR 1872, G40B, pp.1-2.
[1593] AJHR 1872, F8, pp.1-4.

Table 9.2: Reserves awarded by McLean classified by hapu, April 1872

Hapu	Number of reserves	Aggregate area: acres
Ngati Kauwhata sellers	4	700
Ngati Kauwhata non-sellers	11	2170
Rangitane	4	1650
Ngati Kahoro and Ngati Parewahawaha	14	2581
Ngati Apa	11	1960
Ngati Pikiahu, Ngati Rangatahi, Ngati Maniapoto, Ngati Raukawa	1	4400
		13461

Source: ANZ Wellington ACIH 16046 MA13/119/75a

The Rangitikei-Manawatu Crown Grants Bill, 1872

In September 1872, at McLean's direction, a return was prepared in which it was noted that, contrary to the usual practice, the Deed of Cession made no reference to reserves.[1594] McLean referred the matter to the Attorney-General: upon his having ruled that Crown grants could not be issued for the reserves since the lands formed part of the provincial estate, Native Minister McLean introduced into the House the Rangitikei-Manawatu Crown Grants Bill. Inevitably, perhaps, he elected to employ the opportunity to justify the General Government's intervention in 1870. In the course of the debate that followed, he rehearsed some of the details of the Rangitikei-Manawatu transaction, offering the familiar narrative involving rents, preparations for war, and the eventual agreement by 'a considerable majority of the tribes' to sell the land to the Crown.[1595] But, he recorded, when arrangements were made for the payment of the £25,000, 'a number of most important details connected with the purchase itself had not been completed.'[1596] Those details he listed as the failure to define both reserves and the block's inland boundary. He claimed that he had finally agreed to help resolve the impasse that developed 'but with the feeling that it was a very troublesome duty.'[1597] Although he found that many Maori, both sellers and non-sellers, were intent on repudiating the whole transaction, he decided not to disturb any

[1594] Statement by Young 3 September 1872, AJHR 1872, G40, p.14.
[1595] NZPD 1872, Vol 13, p.889.
[1596] NZPD 1872, Vol 13, p.889.
[1597] NZPD 1872, Vol 13, p.889.

of Featherston's arrangements or interfere with the Native Land Court's awards, but otherwise to try to come to an agreement. The Crown was clearly and distinctly averse to initiating or inviting any critical scrutiny of the transaction with all that that would imply and entail, including the likelihood of further protracted and expensive litigation.

Over a period of six weeks McLean recorded that he managed to persuade Maori 'to moderate their claims very considerably' to 14,000 acres over and above the area allowed by Featherston and the Native Land Court.[1598] He noted, especially, that the Native Land Court had declined to recognise the rights of some 200-300 Maori 'from the Waikato country' despite their having held the inland portion of Rangitikei-Manawatu for some 30 years. It was, he claimed, 'evident that they were not to be easily dispossessed of the land which they had held for so long a period of years; in fact, they were resolved to hold their own.' They had demanded some 20,000 acres but 'eventually they were satisfied by 4,400 acres … and by certain payments for abandoning their scattered cultivations.'[1599] McLean suggested that the 'previous Provincial Government' (that is, Featherston) had quite mis-apprehended the case, and who thought they had nothing to do, but that the law would give them possession. The law might, by legal fiction, give them the nominal title to the land, but could not secure them peaceable possession of a single acre of it.'[1600]

Debate within Ngati Raukawa

Running parallel with the debates over the Rangitikei-Manawatu Crown Grants Bill was a debate within Ngati Raukawa. It has not been possible to establish more than a bare outline of the discussions but they appear to have centred on the divisions that had emerged within the iwi and on its future in the Porirua ki Manawatu region. Thus from 6 to 10 September 1872, members of Ngati Raukawa, Muaupoko, Rangitane, and Ngati Apa, met at Ihikaretu on the Manawatu River: among the matters concerned was an invitation from Tawhiao and Rewi Maniapoto to all the hapu of

[1598] NZPD 1872, Vol 13, p.889.
[1599] NZPD 1872, Vol 13, p.889.
[1600] NZPD 1872, Vol 13, p.890. It is worthwhile noting here that McLean was anxious to disavow any responsibility for the Waitara debacle and the war that followed.

Raukawa to return to Maungatautari. It was Whiti Patato (Wi Hapi) who tried to persuade Ngati Raukawa to accept, noting that all of the land occupied by the iwi was being sold and that a considerable portion of it was claimed by Muaupoko, Rangitane, and Ngati Apa.[1601] For what was described as the 'Government party,' Ihakara Tukumaru and other rangatira flatly rejected the idea.[1602]

In the course of the debate, Huru Te Hiaro, a Rangitane rangatira, noted that disputes between his tribe and Ngati Raukawa over land had ended 'because both parties were willing to abide by the decision of the Native Lands Court.'[1603] It was at that point that discussion about a return to the Waikato ended.[1604] The meeting resolved, among other things, that all disputes about titles to land should be submitted to the Native Land Court, 'the result of which shall be final, and the losing party shall not bear malice or give trouble on account of an adverse judgment.' It also resolved that any grievances should be referred to their parliamentary representative, and that those among Ngati Raukawa who had adopted hauhauism should return to 'their former religion.'[1605] It was Nepia Taratoa who claimed that 'The divisions amongst us have not been caused through this or that form of religion, but because some of the people, together with Whiti, took up arms and went to Taranaki.' Henere Te Herekau traced the divisions with Ngati Raukawa to 1860 when the iwi broke into Kingites, kupapa, and Government Natives, with the Rangitikei-Manawatu transaction featuring prominently in the 'estrangement' that emerged: strong differences of opinion persisted, with Hauhau holding the 'Government party' responsible for selling the land.[1606]

The Wellington Provincial Government's claim for compensation

The introduction of the Rangitikei-Manawatu Crown Grants Bill allowed the Wellington Provincial Government to press its claim for compensation: that claim was grounded in a belief that, in his efforts to settle the 'difficulty,' McLean ignored

[1601] Booth to Assistant Native Secretary 12 September 1872, AJHR 1872, F3A, p.33.
[1602] Booth to Assistant Native Secretary 12 September 1872, AJHR 1872, F3A, p.33.
[1603] Notes of a meeting at Ihikaretu, AJHR 1872, F3A, p.35.
[1604] Booth to Assistant Native Secretary 12 Setember 1872, AJHR 1872, F3A, p.35.
[1605] Booth to Assistant Native Secretary 12 September 1872, AJHR 1872, F3A, pp.33-34.
[1606] Booth to Assistant Native Secretary 12 September 1872, AJHR 1872, F3A, p.36.

the ‘validity’ of the purchase, the decisions of the Native Land Court, and the extinguishment of native title over the block, and that he dealt with the matter as a case of disputed ownership ‘and recklessly gave away in the shape of reserves, alike to sellers and non-sellers, some 14,000 acres of the Provincial estate.’ The award of additional reserves, the grant of the entire Himatangi block to Parakaia, and the alteration of the inland boundary, and the losses generated by interrupted survey work, constituted, it was suggested a sound case for recompense from the General Government.[1607] In the House, on 22 October 1872, Fitzherbert proposed the insertion of a clause in the Bill to provide for arbitration in respect of the matters in dispute between the General and Provincial Government.

That was a course opposed by Fox, citing his Government’s efforts to assist Wellington through its financial difficulties, including the Wellington Debts Act 1871 which authorised a loan of £85,000 for the Province and under which the revenues arising from the sale of the unsold portions of the Awahou and Te Ahuaturanga blocks were charged with repayment. [1608] By 27:19 the House, despite the Government’s opposition, supported the inclusion of the arbitration clause.[1609] In the Legislative Council, the suggestion of compensation for Wellington was strongly opposed. Buckley made it clear that, in his view, ‘There could be no doubt the Provincial Government in the negotiations respecting this land made a great muddle of it. The parties employed by the Provincial Government not only purchased the land from the wrong persons, but paid the wrong persons, and it had to be paid for twice over.’[1610] By the slimmest of margins, the Council voted to strike out the clause that provided for the appointment of an arbitrator to decide compensation, but it did support the inclusion of a new clause providing for the appointment of an arbitrator to inquire into the Province’s claims.[1611]

Those amendments led to another and acrimonious debate in the House, now distinguished by the bitterness between Fox and Fitzherbert. It also made clear the Government’s conviction that Featherston had mismanaged and bungled the

[1607] Editorial, *Evening Post* 5 October 1872, p.2.
[1608] NZPD 1872, Vol 13, pp.891-892.
[1609] NZPD 1872, Vol 13, p.884.
[1610] NZPD 1872, Vol 13, p.926.
[1611] NZPD 1872, Vol 13, p.928.

Rangitikei-Manawatu purchase. With the fate of the Bill in doubt, the House rejected the proposed amendments, thereby losing, as Fox noted, 'the opportunity of finally closing and settling this long-vexed and dangerous question,' which would leave the land in the possession of a few sheep farmers on land leased from Maori, and – ironically – invited repudiation of the agreement that McLean had negotiated.[1612] The House rejected the amendments, Parliament was prorogued the next day (25 October 1872), and the Bill was lost, postponing the settlement of the 'vexatious' matter of the Rangitikei-Manawatu for at least another year. Sharp criticism followed of what was held to be 'the mistaken selfishness of the Wellington Provincial Government.'[1613] Indeed, the loss of the Bill caused some dismay among Maori, with Fox warning that they might, as a result, decide to repudiate the whole transaction, leave the dispute unresolved, and delay the province's quiet possession of the land indefinitely.[1614]

The Rangitikei-Manawatu Crown Grants Act 1873

The Wellington Provincial and General Governments subsequently discussed the matter and agreed that Bell should investigate and, should he consider the claim a valid one, suggest the compensation payable, leaving open the matter from whence any monies would be drawn. [1615] The Bill was reintroduced and passed in 1873 as the Rangitikei-Manawatu Crown Grants Act 1873. It empowered the Governor to fulfil and carry into effect the agreements reached between McLean and Maori, to issue grants from the Crown of the lands agreed to be granted in fee-simple, and to reserve those lands that it had been agreed should be set apart. By section 5 Bell was appointed 'to be arbitrator, to consider and decide what compensation (if any)' should be paid to the Province of Wellington on account of the lands taken and awarded to Maori according to agreement made with McLean.

Some sections of the colonial press continued to question Wellington's claim for recompense. The question, claimed Whanganui's *Evening Herald*, was whether the

[1612] NZPD 1872, Vol 13, p.937.
[1613] See, for example, 'Wellington and the Manawatu dispute,' *Colonist* 22 November 1872, p.7.
[1614] NZPD 1872, Vol 13, p.940. See also 'Wellington and the Manawatu dispute,' *Colonist* 22 November 1872, p.7.
[1615] Untitled, *Wellington Independent* 10 January 1873, p.2.

Rangitikei-Manawatu purchase had been a valid one, and indeed claimed that the decisions handed down by Fenton and Maning in 1869 had been 'at the time thought by very competent authorities to be against the weight of evidence …' With respect to McLean's decision to return land to Maori, Wellington, it was suggested, 'might be thankful that the loss is no greater than they allege it to be.' It concluded that 'the original purchase was bad, and the initial badness has entailed the subsequent redress.'[1616] According to Superintendent Fitzherbert, the purchase of the 183,413-acre block had cost the Province £43,155.[1617] The 13,875 acres set apart by McLean cost the Province £3,264, plus £1,040 for surveys, quite apart from the potential revenue from the sale of the land. He thus set the Province's losses arising out of McLean's intervention at £17,287, but decided to claim £10,796.[1618]

'The Province was in a very despondent state'

Wellington's claims were thus investigated by Speaker F.D. Bell: it is not necessary to traverse his findings in any detail, although it is worth noting that he declined to comment on what he termed 'the exceptional manner in which the money for the original payments to the Natives was allowed to be raised, or upon the equally exceptional proceedings which ended in the judgment of the Native Land Court in 1869 …'[1619] It is also important to note that Bell discovered that an understanding had been reached between the two governments that the Province would not claim possession under the notification of 16 October 1869 until the lands excepted by the Native Land Court had been laid out on the ground and that until that had been done neither government was 'to proceed to any possessory act under the notification …'[1620]

[1616] Untitled, *Evening Herald* 7 February 1874, p.2.
[1617] From an original estimated area of 220,000 acres, Fitzherbert deducted 27,000 acres on account of the alteration to the inland boundary, the 3,361 acres reserved by Featherston, the 6,266 acres awarded by the Native Land Court, and 13,875 acres set apart by McLean.
[1618] AJHR 1874, H18, p.17. Such losses notwithstanding, in September 1873 the Wellington Provincial Council decided to recognise Featherston's services with a grant of £2,500 for the purchase of land (2,000 acres adjoining the Makowhai Stream, southwest of Sanson were selected). It is worthwhile noting that Featherston had proposed the award of a bonus to Buller, but that engendered bitter opposition.
[1619] AJHR 1874, H18, p.3.
[1620] AJHR 1874, H18, p.2.

Bell suggested an award to the Province of £15,265 to cover specified costs, namely, the cost of raising the 1866 loan of £30,000, interest (£10,565) on that loan, the land purchase commissioners' fees (£2,500), Native Land Court costs (£966), and 'supplementary purchase money' of £345.[1621] That proposal gave rise to a lengthy and acrimonious debate, a great deal of which is of passing relevance to this inquiry, but that contained some comments of interest.

For the Government, Vogel claimed:

> … that the action taken by the province for the purchase of the Manawatu block, was one taken at the risk of the Province of Wellington, and not at the risk of the colony. Seeing that Dr Featherston was so strongly confident of his ability to manage the matter, and seeing that he was so willing that the province should be amenable for all the responsibility of doing so, and that he was really acting for the province and not for the colony, the Assembly, and the various Governments during the time the negotiations lasted, somewhat reluctantly allowed him to proceed, with the full determination that the colony should not have to pay anything for it.[1622]

Vogel went so far as to insist that he had joined the Fox Ministry upon, among other things, an assurance that the colony would not be made 'liable for the Manawatu affair,' an assurance that Fox had offered.[1623] Although a great deal of the debate is of passing relevance to this inquiry, some of the comments offered are of interest. Thus Vogel claimed that the 'premature' proclamation declaring the Native title extinguished had been issued in response to pressure exerted by Wellington. Bell suggested that 'the history of the case … showed incontestably that both the General and Provincial Governments had been mistaken in the course they took with regard to this land.' In fact, he went so far as to suggest that the Native title had never really been extinguished for Parakaia's claims had not been settled.[1624]

Fox claimed that, in 1861, Featherston, 'at his own very urgent request,' had been appointed a Land Purchase Commissioner so that he might negotiate the purchase of

[1621] AJHR 1874, H18, p.4.
[1622] NZPD 1874, Vol 16, p.611.
[1623] NZPD 1874, Vol.16, p.612.
[1624] NZPD 1874, Vol.16, p.615.

the block, and that Featherston had acted in the interests of the Province.[1625] That claim directly contradicted Featherston's own 1867 insistence that the 'Rangitikei Land Dispute' had been forced upon him. Fox also insisted that it had been at the 'earnest solicitation' of the Wellington Provincial Government that Native Minister McLean had set out to resolve the dispute and that 'with great difficulty, but without any very great stretch of liberality as regarded the quantity of land disposed of he succeeded in inducing those Natives to acquiesce in the decision of the Court, and to hand over all the land with the exception of the reserves which the Court had made, and which he had agreed should be made.'[1626] Further, he claimed that since McLean had settled the matter the Province had sold £100,000 worth of land, and set aside the 100,000-acre Feilding block.[1627]

McLean recorded that he had not been optimistic about the chances of settling a matter that he found in 'a very incomplete state.' There were no boundaries separating purchased from non-purchased land; some reserves had been marked off without the consent of Maori; the awards of the Court, as understood by Maori, had not been defined prior to the issue of the proclamation extinguishing Native title; the dissentient Maori were not prepared to complete the purchase; and that those who had secured a large proportion of the purchase money 'were desirous of repudiating the transaction.' He went on to add that 'The province was in a very despondent state. Its funds were at the lowest ebb, and great pressure was brought to bear upon him by … [Fox and Gisborne] to induce him to settle the question.' McLean described his task as one of the 'most disagreeable' he had undertaken. He was plainly irritated at the lack of gratitude on the part of the provincial authorities and especially the attempt to render him the scapegoat for the transaction. Had he not made the additional reserves, he added, 'the province would not have got a single acre.' Maori, aware of the discord between the provincial and general governments over the matter, and aware that McLean's award might not be ratified, decided, too, 'that they also should be allowed to break through their obligations, and reopen the whole question.' That view, he claimed, he had persuaded them to abandon.[1628]

[1625] It was noted above that Featherston claimed that he had been directed to intervene.
[1626] NZPD 1874, Vol 16, p.620. For the stance that he took, Fox was described as 'the dog in the manger.' See Editorial, *Evening Post,* 26 August 1874, p.2.
[1627] NZPD 1874, Vol 16, p.621.
[1628] NZPD 1874, Vol 16, p.624.

Suggestions that what Wellington regarded as 'a debt of honor' owed by the colony could be transformed into an additional loan taken were fiercely resisted.[1629] The issue turned into a struggle between the centralists and provincialists, and indeed Vogel, scathingly critical of Fitzherbert's handling of the provincial audit, claimed that had it had the power the General Government would have 'removed' the Superintendent.[1630] After Vogel and Fitzherbert had traded insults and accusations, the motion to the effect that provision should be made for the £15,000 as suggested by Bell was lost by 25 to 31. Abolition of the provincial governments soon followed, and it is difficult to escape the conclusion that Featherston's handling of the Rangitikei-Manawatu transaction and the crisis that followed contributed to that major constitutional change.

The non-sellers protest

By mid-1871 it was plain that the non-sellers were distinctly unhappy over what they perceived to be the unwillingness of the General and Provincial Governments to implement the agreement reached with McLean in November 1870. McDonald classified those seeking redress into three groups: first, those who had sold their interests in the block but not obtained adequate reserves for their maintenance; second, those who had not sold and whose claim had been recognised by the Crown but who remained dissatisfied with the quantity and location of the land awarded to them; and the third 'A large number of residents of from 20 to 30 years' standing whose claims had either been disallowed or had not been investigated at all.'[1631]

As 'Agent for the Native Claimants,' McDonald indicated to McLean that his clients sought a total of 11,599 acres: that area had been arrived at by taking the area of Rangitikei-Manawatu as 240,000 acres, deducting 30,000 acres for Himatangi and the sandhills, and dividing the balance by the number of owners recognised by the Native Land, that is, 650. That gave a *per capita* average of 323 acres and thus a total of 20,349 acres for the 63 non-sellers. From that total, McDonald had deducted the 6,200

[1629] The characterisation was Fitzherbert's. See NZPD 1874, Vol 16, p.845.
[1630] NZPD 1874, Vol.16, p.847.
[1631] McDonald to McLean 24 July 1871, ANZ Wellington ACIH 16046 MA13/114/72a.

acres awarded by the Native Land Court and the additional 2,550 acres awarded by McLean and Kemp. His clients, he informed McLean, did not expect to receive the entire balance but rather were 'willing to abide by any proportion' that McLean might consider fair and reasonable. [1632]

In September 1871 McDonald advised Fitzherbert that a hui held at Matahiwi on 13-14 of that month had concluded that Fox had repudiated Kemp's awards, and that Featherston's condemnation of the efforts of both McLean and Kemp had served to generate 'complete doubt' over whether McLean's promises would be honoured. In the interim, the Provincial Government had already secured £11,000 from the sale of land in the block 'while the Natives had got nothing but promises upon which they could not realize a single shilling.' The hui agreed that Ngati Raukawa had been 'too credulous and sanguine' in accepting McLean's verbal promises and that whether McLean intended to deceive them – 'which was contrary to all their past experience of him' – or was otherwise unable to fulfil the promises he had made, the outcome was the same, namely, that 'they were being starved by the delay and uncertainty while the Govt. was enjoying the fruits of his promised settlements.'[1633] The narrative of betrayal that had emerged during the McLean's November 1870 meetings with Maori was almost palpable. In December 1871, at another meeting at Matahiwi, Fitzherbert complained that McDonald had advised Maori 'to hold out for as much land as they could possibly get and at the same time told them that Mr McLean's conduct towards them was bad, that in fact he was treating them like dogs or pigs, giving them a little bit of land here and a little bit of land there in the same way that he would throw food to hungry animals.'[1634]

In January 1872, McLean met the non-sellers of Ngati Kauwhata, Ngati Parewahawaha, and Ngati Kahoro at Whanganui where on 23 January 1872 an agreement was reached in which they relinquished all claims up to 1,150 acres, being the disputed land at 'Hoeta's Peg;' relinquished all claims for costs incurred in prosecuting their claims; relinquished any claims in Rangitikei-Manawatu except the awards made for them by the Native Minister; and relinquished all claim to 574 acres

[1632] McDonald to McLean 24 Jul 1871, ANZ Wellington ACIH 16046 MA13/11/74a. In a letter to Fitzherbert dated 26 July 1871, McDonald offered a slightly different set of estimates.
[1633] McDonald to Fitzherbert 15 September 1871, ANZ Wellington ACIH 16046 MA13/119/75a.
[1634] ANZ Wellington AAYS 8638 AD1 114/cy CD 1872/1338. *Supporting Documents*, pp.23-25.

known as Te Raikihou. In return, it appears that the General Government paid £1,500 to McDonald 'on behalf of Te Kooro Te One and the other claimants … in settlement of their claims and disputes in relation to Rangitikei-Manawatu.' They were also paid £200 towards the cost of the Oroua mill and £500 for agricultural implements, while a loan of £1,500, on the security of their reserves, was also awarded to them. In February 1872, McDonald assured McLean, the non-sellers were satisfied that all their claims had been met, provided that 'the arrangements you have now made are carried straight out …'[1635] It was on that basis that McLean advised Fitzherbert that the Wellington Provincial Government could resume management of Rangitikei-Manawatu: 'The main difficulties,' he noted, '… have been removed.'[1636]

Just a few weeks later, McDonald advised Fitzherbert that his clients were 'excessively discontented by [the] non-completion of [the] agreement made at Whanganui,' and warned that continuing delays could see new difficulties emerge.[1637] A report on the progress of the surveys of the reserves in the Rangitikei-Manawatu block indicated that of a total of 22,801 acres, 14,030 acres had been fully surveyed, 7,610 acres had been partially surveyed (including Te Reu Reu), and 1,161 acres remained unsurveyed.[1638] Difficulties remained, mostly over the acreage and location, especially Rotonui-a-hau, an eel fishery on the Oroua River claimed by Te Kooro Te One. Matters of that kind, it was considered, only McLean could resolve.[1639]

The locality and area of the reserves for the non-sellers in fact came to constitute a protracted saga: only an outline is offered here. The failure of the Rangitikei Crown Grants Bill 1872 to secure passage through Parliament saw McDonald advise Bunny that Maori were 'becoming seriously uneasy and alarmed by the delay issuing tangible titles to their lands,' and suggesting that they could take direct action 'to prevent the further occupation of the Block by the Govt until their reserves are assured to them by proper titles.' Interestingly, McDonald expressed the hope that Fitzherbert would not, as Featherston had done, 'suspect and accuse me of misrepresenting the tendency of the Native mind in the matter' or of having himself

[1635] McDonald to McLean 7 February 1872, ANZ Wellington ACIH 16046 MA13/119/75a.
[1636] McLean to Fitzherbert 30 March 1872, AJHR 1872, F8, p.2.
[1637] McDonald to Fitzherbert 12 April 1872, ANZ Wellington ACIH 16046 MA13/119/75a.
[1638] Holdsworth to Fitzherbert 4 April 1872, ANZ Wellington ACIH 16046 MA13/119/75a.
[1639] Dundas to Holdsworth 28 March 1872, ANZ Wellington ACIH 16046 MA13/119/75a.

'prompted them to any course of action which they may adopt ...'[1640] Many months later, in May 1873, he advised McLean that while Maori had been advised that they might lawfully obstruct and resist the further occupation of the block until the agreement reached with him had been carried into effect, they had refrained from 'obstructing the operations of Government within the Block' but wanted immediate steps taken to relieve them of the uncertainties and losses arising out of the failure to define the reserves and issue Crown grants. They also sought to have McLean's promises set down in a formal document.[1641]

That same month, May 1873, for Ngati Tukorehe, Hare Hemi Taharape made it clear that it was still seeking 'justice,' that none of its 50 members had signed the Deed of Cession, taken any of the purchase monies or received any land. It had though incurred legal costs of £110 and hence appealed to Williams for assistance.[1642] So, too, did Ngati Turanga, Ngati Te Au, and Ngati Rakau: they claimed that while they had been awarded 5,000 acres of Himatangi and while McLean had returned the balance of the block, 'it is now all taken by the Government.'[1643]

In August 1873, Resident Magistrate Willis advised McLean that he had attended hui at Awahuri on 5 July 1873 and at Matahiwi on 25 July 1873 when Maori renewed their complaints that they had been deceived by Featherston over the matter of reserves, that McLean had not fulfilled his promises and thereby raising fears that they would never be secured, and raising the prospect of driving off the stock and repossessing such of the block as had not been sold to Pakeha until those promises had been fulfilled. He recorded that Kereama Paoe had suggested that they should 'return at once to the verdict of the Court, which was that the four tribes [including Ngati Apa] should have time to divide the land and apportion its share.' Featherston, he added, 'hindered and evaded that verdict and obtained another verdict by misrepresentation … the subsequent troubles are all owing to that deceptive action of Dr Featherston.' A widely shared belief had clearly developed that Featherston had deceived the owners and that McLean's promises were proving to be empty, that he, too, was guilty of the same charge of deceit (tito) as levelled at Featherston. The

[1640] McDonald to Bunny 24 August 1872, ANZ Wellington ACIH 16046 MA13/118/74a.
[1641] McDonald to McLean 6 May 1873, ANZ Wellington ACIH 16046 MA13/118/74a.
[1642] Hare Hemi Taharape to Williams 17 May 1873, in Williams, *A letter*, Appendix, p.civi.
[1643] Pineaha Mahauariki to Williams 21 May 1873, in Williams, *A letter*, Appendix pp.civi –civii.

latter, it was believed, had given them 'a shadow' but 'retained the substance.' In essence the complaints centred on three issues, namely, that Crown grants for Featherston's reserves had not been issued, that Crown grants for the Native Land Court's awards had not been issued, and that Crown grants for McLean's awards had not been issued.[1644] All trust between governors and governed appears to have been lost.

Dissatisfaction among Maori, particularly Ngati Kauwhata, was scarcely allayed by the passage of the Rangitikei-Manawatu Crown Grants Act 1873. In February 1874 Alexander McDonald was charged under the Trigonometrical Station Act 1868 with destroying a station (Awahure 1) in the Manawatu in December 1873, an action apparently intended as an assertion of proprietary rights to the land concerned. He was convicted and fined £10 and costs.[1645] Willis suggested that while McDonald might describe himself as the 'agent and servant' of Ngati Kauwhata, in fact he was 'the originator and instigator of all the opposition to the settlement of the reserves.'[1646] McDonald continued to act for Ngati Kauwhata and, in June 1874, presented Ngati Kauwhata's case to a public meeting at Sandon. The meeting was largely attended, almost one third of those represented being Maori. McDonald reviewed the history of the Rangitikei-Manawatu purchase, offered some strongly worded criticism of Featherston and Buller, and suggested that McLean remained unwilling or unable to settle the dispute. Ratana of Ngati Apa announced that he intended to stop all surveys until he had gained what he sought. The meeting resolved that McLean should be asked 'to settle all matters connected with the Manawatu dispute.'[1647]

In March 1874, Young reported that he had attended meetings with Ngati Kauwhata, Ngati Parewahawaha, and Ngati Kahoro at Te Awahuri and Rangitane at Puketotara. Discontent, he reported, remained manifest.[1648] In 1876, the hapu, especially Ngati

[1644] Willis to McLean 15 August 1873, ANZ Wellington ACIH 16046 MA13/118/74a.
[1645] 'Resident Magistrate's Court,' *Wellington Independent* 24 February 1874, p.3. See also 'Manawatu trigonometrical pole case,' *Wellington Independent* 25 February 1874, p.3; and 'Untitled,' *Wanganui Chronicle* 14 March 1874, p.2.
[1646] Willis to Native Minister 18 May 1874, AJHR 1874, G2, p.23.
[1647] 'Mr McDonald's meeting at Sandon,' *Wellington Independent* 8 June 1874, p.3.
[1648] See Young to Clarke 16 March 1874 on the proceedings of meetings with Ngati Kauwhata, Ngati Parewahawaha and Ngati Kahoro at Te Awahuri, and Rangitane at Puketotara, ANZ Wellington ACIH 16046 MA13/118/74a.

Kauwhata, were still pressing the Government to implement the agreement they had reached with McLean at Whanganui on 23 January 1872. Further difficulties followed as the parties could not agree on the meaning of the terms of that agreement. At the heart of the difficulties lay disagreement over the extent and position of the awards McLean had made to the non-sellers. In September 1876 the Government drew up a new draft deed of agreement, but McDonald lodged strong objections to its terms and insisted that all his clients sought was the implementation of the January 1872 accord.[1649] Concurrently, Rangitane continued to complain about the £4,100 due, it claimed, on account of the original purchase of Rangitikei-Manawatu and retained by Kawana Hunia.[1650]

The Himatangi Crown Grants Act 1877

In 1872 the Wellington provincial Government determined to acquire Himatangi. In November of that year, Wardell advised Fitzherbert that, as instructed, he had initiated negotiations and that Maori sought £1,500 and a reserve of 880 acres, later reduced to £1,000 and 500 acres. Some also wanted to sell all but 100 acres of Awahou. The amount to be paid for the blocks was to be kept 'strictly private' and the blocks referred to respectively as Block 1 and Block 2.[1651] A few weeks later he reported that he had been unable to complete arrangements for the purchase of Himatangi and hence had informed the owners that as they had failed to fulfil the condition imposed on them by the Court that the block had reverted to the Crown. In an effort, it seems, to avoid further dispute, Wardell had advised them that the Provincial Government was willing to pay 'a reasonable sum to settle the question …' He offered £750 and a reserve of 500 acres.[1652] The offer appears to have been rejected.

[1649] McDonald to Clarke 30 September 1876, ANZ Wellington ACIH 16046 MA13/119/74b. In 1887, Ngati Kauwhata, Ngati Parewahawaha and Ngati Kahoro entered into an agreement with the Crown under which for the sum of £4,500 the hapu agreed to 'a complete release and abandonment of … [their] claims and interests' in the Rangitikei-Manawatu block. That followed the agreement reached 15 years earlier, on 23 January 1872.
[1650] For the difficulties that claim posed for the Douglas Special Settlement, see 'Native disturbance in Rangitikei,' *Wanganui Chronicle* 2 March 1877, p.2.
[1651] Wardell to Fitzherbert 23 November 1872, ANZ Wellington ACIH 16046 MA13/120/75b.
[1652] Wardell to Fitzherbert 16 December 1872, ANZ Wellington ACIH 16046 MA13/120/75b.

It was not until 1877 that Parliament finally acted on McLean's March 1872 recommendation to Superintendent Fitzherbert that the Himatangi Block should be granted in its entirety to Parakaia Te Pouepa and his people. During the Bill's second reading in the Legislative Council (29 August 1877), Colonial Secretary Pollen observed that:

> He need not go into the history of the Manawatu-Rangitikei purchase further than to say that for a great many years past it had been the subject of heart-burning among the Native people of that district, and a source of very great embarrassment and difficulty to the Government. It had also had the unfortunate effect of obstructing and even up to this moment seriously affecting the progress and settlement of a very important district in the colony.[1653]

Parakaia had long claimed that McLean, in 1871, had 'promised' that he and his people should have the entire block. The Government insisted that it had been unable to locate any 'direct' evidence to support that claim, but, conceded Pollen, 'there were circumstances – some of them within his own knowledge – and evidence of a documentary character which rendered it almost certain that a promise of the kind had been made by the Native Minister, on behalf of the Government …' [1654] He cited McLean's letter of 30 March 1872 addressed to Fitzherbert, and went on to remark that 'Anyone who remembered the relations which at that time existed between the Provincial Government, as the purchasers of the block, and the Native Office would not be surprised to know that the answer to that memorandum, if any had been received, was not of an affirmative character.' [1655] The Wellington Provincial Government had clearly been unwilling to make any concessions to one long castigated as one of its leading opponents and critics.

Pollen had intended in 1876 to introduce a Bill to authorise the grant of the land to Parakaia but for the fact that his successors petitioned Parliament for the return of the entire block. Indeed, several petitions were presented during 1876 dealing with various aspects of the Rangitikei-Manawatu transaction: Ihakara Tukumaru and two others claimed that Featherston's promises of reserves in the block had not been fulfilled: the Native Affairs Committee, 'in the absence of evidence,' decided that it

[1653] NZPD 1877, Vol 25, p.87.
[1654] NZPD 1877, Vol 25, p.87.
[1655] NZPD 1877, Vol 25, p.88.

had no opinion to offer.[1656] Rawiri Te Whanui and 14 others claimed that a block of 18,600 acres in the Rangitikei district had been unjustly taken by Featherston and sought its restoration: the Committee decided that the case had been fully heard by the Native Land Court and thus declined to offer any recommendation.[1657] Moroati and eight others sought an inquiry into Featherston's purchase on the grounds that the land had not been sold by its rightful owners: the Committee noted that the petition was one of many involving complicated issues of Native title and that 'it did not feel competent to make any satisfactory recommendation on the subject, it being a question which should be dealt with by some legal tribunal, capable of making a full inquiry.'[1658] Utiku Marumaru and 97 others claimed that they had been deceived as regards the sale of lands in the Rangitikei-Manawatu district and that promised reserves had been kept back: the Committee again decided that in the absence of evidence it could offer no recommendation.[1659]

The petition to which Pollen had referred was that lodged by Pitihira Te Kuru and 35 others. In November 1875 they sought from Buller an explanation for the delay in the return of Himatangi.[1660] Buller appears to have several discussions with McLean in which, the Native Minister (according to Buller) promised to return the whole ('12,000' acres) to the original claimants. In their petition Pitihira Te Kuru and others claimed that their hapu had not joined in the sale of the Rangitikei-Manawatu block, that they had not received any of the purchase money, and that they had been unjustly deprived of the Himatangi block. In his evidence tendered to the Native Affairs Committee, McLean noted that Parakaia's failure to have a survey of Himatangi survey completed within the six months allowed by the Court 'to me seemed a mere technical matter and I did not like to see him nor did I consider it fair that he should be deprived of his land owing to a mere technicality.' McLean indicated that he had recommended to Featherston that Himatangi should be withheld from sale until a settlement had been reached with Parakaia. He also noted that he had discussed the matter with Parakaia at Ohinemuri 'and my recollection is that I then promised that five or six thousand acres which had been originally awarded to him subject to survey

[1656] AJHR 1876, I4, p.19.
[1657] AJHR 1876, I4, p.8.
[1658] AJHR 1876, I4, p.8.
[1659] AJHR 1876, I4, p.19.
[1660] Pitihira Te Kuru and others to Buller 12 November 1875. ANZ Wellington ACIH 16046 MA13/68/37b.

should be given to him.' At the same time, McLean suggested that if Parakaia were awarded the entire 11,000 acres, the Provincial Government of Wellington would be 'prejudiced … to the extent that they had paid for.'[1661] On the grounds that the petitioners were seeking to acquire additional land, and that the Committee could not act as a Court of Appeal, [1662] in September 1876, Under Secretary H.T. Clarke recommended the return of 6,000 acres of Himatangi provided that Maori released the Government from all claims in respect of the block, the 6,000 acres to be located next to the Awahou block.[1663] In January 1877, Pitihira Te Kuru and other rejected the offer.[1664]

Buller continued to press the Government over the matter.[1665] In June 1877, Native Minister Pollen advised the Premier that while there was no documentary evidence to support the claim that McLean, in 1871, had promised Parakaia Te Pouepa that the whole of Himatangi would be returned, nevertheless, there were grounds for believing that such a promise had been made. Pollen recorded that Buller had proposed the return of the 11,000 acres, at the same time undertaking to relinquish the claim for back rents, and to release the Crown from all further claims. Pollen also cited the payment to Ngati Kauwhata. Given that, he suggested, it would be 'fair and prudent' to assume that McLean had promised the return of the 11,000 acres: he thus recommended that Parliament be asked to pass a special Act.[1666]

In January 1877 Pitihira Te Kuru and others, noting that the government had 'satisfied all the desires of Ngatikauwhata,' again sought the return of the entire 11,000 acres.[1667] For reasons not readily apparent, the Government decided to act on that request: the Himatangi Crown Grants Act 1877 thus recorded that Ngati Teau, Ngati Turanga, and Ngati Rakau of Ngati Raukawa had not joined in the sale of the Rangitikei-Manawatu block and had received no part of the purchase money. Section 3 thus empowered the Governor in Council to direct the Native Land Court to

[1661] ANZ Wellington AEBE 18507 LE1 1/1876/7.
[1662] See AJHR 1876, I4, p.9. What it did recommend was the establishment of a Native appellate court.
[1663] Clarke to Native Minister 20 September 1876, ANZ Wellington ACIH 16046 MA13/68/37b.
[1664] Pitihira Te Kuru and 25 others of Ngati Te Au, Ngati Turanga, and Ngati Rakau to the Government 19 January 1877, ANZ Wellington ACIH 16046 MA13/68/37b.
[1665] Buller to Clarke 29 May 1877, ANZ Wellington ACIH 16046 MA13/68/37b.
[1666] Pollen to Atkinson 8 June 1877, ANZ Wellington ACIH 16046 MA13/68/37b.
[1667] Pitihira Te Kuru and others to the Government 19 January 1877, AJHR 1885, I2A, pp.17-18.

ascertain the shares of each member of the three hapu; section 5 provided for the issue of a Crown grant to those identified as 'tenants in common in undivided shares,' such grant to be inalienable except by lease for a maximum of 21 years; section 6 provided for an alternative, namely, that instead of issuing a grant, the Governor in Council could direct a subdivision of the block. Section 16 provided that the passing of the Act 'shall be deemed and taken to be a full and complete satisfaction of all actions, suits, claims, damages, and demands whatsoever, both at law and in equity which the said hapu, or members thereof, now have against Her Majesty or the colony in respect of or arising out of or concerning the said block.'

The Himatangi back rents

The controversy over Himatangi had still not run its course: there remained the matter of back rents allegedly due in respect of Himatangi. The amount outstanding was, in January 1877, given as £1,000 (including interest of £500).[1668] In a letter dated 1st April 1878, W.L. Rees, now acting for the grantees of Himatangi, pressed for information regarding the £1,500 apparently lying in the hands of the government to the credit of the grantees.[1669] He was informed that all the back-rents had been distributed. In July 1880, Buller, engaged in December 1879 by those interested to represent their views, took the matter up again: he set the amount owed at £820 (£500 plus interest at 10 percent annum over 10.5 years).[1670] The Government instituted an

[1668] Pitihira Te Kuru and others to Ministers of the Government 19 January 1877, ANZ Wellington ACIH 16046 MA13/68/37b.
[1669] Rees to Clarke 1 April 1878, AJHR 1885, I2A, p.19.
[1670] It is of interest to note here that in 1878, Buller petitioned Parliament for the £500 he claimed he was owed by the former Wellington Provincial Government. The matter was considered by the Public Petitions Committee: Buller insisted that Featherston had promised a bonus should the negotiations for the purchase of the Rangitikei-Manawatu block prove successful. Buller submitted a letter of support from Featherston: dated 3 October 1873, it made no reference to any such promise having been made in advance of the negotiations that resulted in purchase. Fox supported the claim, insisting that the promise had been made before Buller had 'transferred from the Resident Magistracy of Wanganui to the office he held under Dr Featherston – from an easy position to an arduous one.' He also claimed that neither Buller's leave nor his salary as Featherston's secretary in England had anything to do with the Manawatu purchase. Halcombe indicated that the decision in 1871 not to pay the 'gratuity' was based on three grounds: first, that the Province was not in actual possession of the land; second, that the Province had derived no benefit from a declaration of possession; and, third, that the Province was 'exceedingly poor,' so much so that it was unable to pay its civil servants. Fitzherbert took the opportunity to attack the General Government for its actions, presumably McLean's intervention. 'The province of Wellington,' he declared, ' was deeply injured; it was defrauded of a large sum of money, but the chief injury lay in the fact that its settlement was seriously retarded.' The Public Petitions Committee rejected the claim, concluding that Buller had been 'amply remunerated' for any services

inquiry, the conclusion being that all the impounded rents had been repaid, and that even if an equitable claim for arrears existed it had been extinguished by the Himatangi Crown Grants Act 1877. In short, the Government concluded that no claim had been made out and Buller was informed accordingly.[1671]

The first of several petitions to Parliament followed. The Legislative Council considered the matter and recorded that Treasury had established that the outstanding rents amounted to £4,699 12 1 and that £4,633 10s had been distributed.[1672] To cover the balance of £66 2 1, a sum of that amount was placed on the estimates but not paid.[1673] In 1882 Renata Ropiha and 87 others petitioned Parliament claiming that Ngati Raukawa, Ngati Toa, and Ngati Turanga did not sign the deed of cession for the Rangitikei-Manawatu block, that they took no part of the purchase money, and that the unpaid rents due in respect of Himatangi now stood (including interest) at £1,250. The Native Affairs Committee recommended that the Government 'look carefully into the matter' and that it 'do what may be equitable towards the settlement of a long-standing dispute.'[1674]

The matter was raised again in 1883 when Rawiri Rangiheuea, Te One Taupiri, and Kipa Te Whitu claimed that they had never received their share of the Himatangi rents, and that while the Government owed them £1,500 it had offered only £60 in settlement. The Committee drew attention to its recommendation made in 1882.[1675] The matter was also considered by the Legislative Council's Native Affairs Committee: it rehearsed the history of the claim, noting that at the time of Featherston's purchase, the rent owing by Captain Robinson (whose run embraced practically the whole of the Himatangi block) had stood at £500. It recorded that Ngati Turanga, Ngati Rakau, and Ngati Teau had not been represented at the meeting of 17 October 1869 when the distribution of the rents was arranged and had received

---

rendered. The matter was referred back to that Committee but it adhered to its original recommendation. See AJHR 1877, I2, pp.13 and 38; and *In the matter of Dr Buller's petition: extracts taken from the official minutes of evidence taken before the Public Petitions Committee, 1877*. Wellington, 1878.

[1671] Lewis to Rolleston 18 January 1881, ANZ Wellington ACIH 16046 MA13/68/37b; and Lewis to Buller 19 January 1881, AJHR 1885, I2A, p.19.

[1672] AJLC 1881, No.3, p.6.

[1673] AJHR 1885, I2A, p.19. It was also recorded that the Government had recovered from runholders the sum of £1,971 1s 10d. In effect, the government paid out £2,662 8s 2d more than it collected.

[1674] AJHR 1882, I2, p.34.

[1675] AJHR 1883, I2, p.26.

none of the 'impounded' rents although the monies owed by Robinson were included in the amount distributed. It recommended that the Government discharge in full the accrued rents and interest, and that it should consider, 'in a liberal spirit,' the costs incurred by the petitioners.[1676]

No action appears to have been taken, for in 1884 Renata Ropiha, on behalf of three hapu of Ngati Raukawa, petitioned for the payment of £1,650. The Native Affairs Committee claimed that it had had insufficient time to investigate and hence declined to offer any recommendation.[1677] Concurrently, the Legislative Council's Native Affairs Select Committee renewed its earlier report.[1678] Further petitions followed in 1885 and on this occasion the Native Affairs Committee investigated the matter in considerable detail. The evidence, notably that presented by Buller, offered some useful insights into a number of matters.[1679] Buller, noting that Robinson had paid, in January 1870, £400 he owed in unpaid rents, indicated 'That the statement in one of Dr Featherston's final reports, that he had settled in full with Natives for the back rents, referred only to the vendors, the Commissioner declining to have anything further to do with those who had resisted the sale.'[1680] Buller appeared to imply that Featherston's decision had been born out of a fit of pique. It also appeared that instead of securing the 11,700 acres of Himatangi, the three hapu secured 11,000, Featherston evidently intervening and selling the remaining 700 acres and retaining the full proceeds. Maori had applied to both the government and the Native Land Court for those 700 acres, and made it clear that they intended to continue to press for their return.[1681] Mantell, in answer to a suggestion by Mr Pere that the 700 acres had been 'wrongfully' sold by the government, responded by saying that 'It is exceedingly

[1676] JLC 1883, pp.141-142. The petition is set out in AJLC 1883, No.3, pp.1-2.
[1677] AJHR 1884, I2, p.17.
[1678] JLC 1884, Session 1, p.22.
[1679] Parakaia Te Pouepa approached Buller in 1875 to assist his hapu to secure a title to Himatangi and the outstanding rents on the block. His terms were £500 for the former and £100 for the latter, although dissatisfaction on the part of his clients meant he had to wait ten years before he received his fee. See Galbreath, Walter Buller, pp.130-131. A good deal of this evidence was considered above in relation to the pastoral rents dispute of 1863 and is not considered further here.
[1680] AJHR 1885, I2A, p.1.
[1681] AJHR 1885, I2A, p.10. In 1879 Judge Heaphy investigated the matter of the missing 781 acres. He noted that the first schedule of the Himatangi Crown Grants Act 1877 referred to 'eleven (11,000) thousand acres, more or less …' That imprecision, he suggested, accounted for the missing 781 acres. The Court, nevertheless, had no power to go beyond the description and area of Himatangi as defined by the Act. In his view, the 11,000 acres formed the final arrangement. See Untitled, *Manawatu Herald*, 5 December 1879, p.2. For Heaphy, see Michael Fitzgerald, 'Heaphy, Charles,' in *Dictionary of New Zealand biography*. *Te Ara – the encyclopaedia of New Zealand*, updated 30 December 2012.

probable, if they had the chance,' while also noting that Parliament had specified that area of Himatangi as 11,000 and not 11,700 acres.[1682] Why 11,000 and not 11,700 appears to have been something of a mystery. Mantell also observed that he had made the suggestion about wrongful sale 'Because, as far as I could see, it appeared to me to be the practice of all Governments to sell land recklessly, not caring whether the title was good.'[1683] Pollen insisted that he had been unable to give Maori more than the Act allowed.[1684]

In his evidence, J.C. Richmond, at the time of the purchase (1868) in charge of the Native Office, offered a very different assessment of Parakaia Te Pouepa from that regularly portrayed by Featherston, Buller, and some sections of Wellington's press, notably the *Wellington Independent.* He had, Richmond noted, 'quietly but steadily opposed the completion of the purchase,' that he 'was throughout very consistent in his resistance. He was … a quiet and orderly Native, and put no other difficulty in the way. He was always recognised as the spokesman of his party.'[1685] Over Featherston, Richmond was somewhat more oblique. The whole Rangitikei-Manawatu transaction was, he declared:

> … anomalous. Dr Featherston, who was Superintendent of Wellington at the time, had received a special commission as Land Purchase Commissioner from the Government of Mr … Fox, and had been acting for some time when I came into the Native Office. The Government of the time did not interfere – it was not thought desirable to interfere with Dr Featherston's operation – except that it reserved itself the right of supplementing those operations, so that justice might be meted out to those who objected.[1686]

Richmond did not elaborate on the 'anomaly' involved, although it clearly centred on Featherston's appointment as Land Purchase Commissioner. As for the monies owing, Richmond simply noted that 'The whole thing, it seemed to me, was illegal. The lease was not according to law – it was irregular: indeed, the whole thing seemed to be irregular.' [1687] The Rangitikei-Manawatu purchase clearly troubled many.

[1682] AJHR 1885, I2A, p.12.
[1683] AJHR 1885, I2A, p.13.
[1684] AJHR 1885, I2A, p.16.
[1685] AJHR 1885, I2A, p.10.
[1686] AJHR 1885, I2A, p.11.
[1687] AJHR 1885, I2A, p.11. Although Richmond referred to 'the lease,' the context indicates that he was referring to leasing generally.

Indeed, Pollen observed that 'There are a good many circumstances connected with that of which nobody need be proud.'[1688] He went on to insist that, under the Himatangi Crown Grants Act 1877, all the claims arising out of the block had been extinguished, and that no rents had been retained: the question, he suggested, was whether the right owners had received the monies.[1689] That assertion notwithstanding, The Native Affairs Committee reported that the report prepared by the Native Affairs Committee of the Legislative Council 'fairly meets the merits of the case,' that the claim for accrued rental and interest should be paid in full, and that the costs incurred by the petitioners should be considered 'in a liberal spirit.'[1690] Parliament subsequently allocated £1,000 under the Immigration and Public Works Appropriation Act 1885. At a meeting held at Te Motuiti on 6 October 1885, the 'celebrated Himatangi case' was finally settled: the £1,000 was paid over by Under Secretary for Native Affairs Lewis, and the occasion was marked by a gift of 'a valuable greenstone' for Native Minister Ballance.[1691] From that £1,000 Buller received his fees of £600.[1692]

Conclusions

Featherston's efforts to conclude the Rangitikei-Manawatu transaction ahead of his planned departure for England failed. In the face of determined resistance on the part of the non-sellers, hints of repudiation on the part of the sellers, and the protests of those whose claims had been ignored by the Native Land Court, the Wellington Provincial Government appeared transfixed. With considerable reluctance, it finally turned to the General Government for assistance. That McLean was deputed to try to resolve the difficulties generated considerable apprehension over what his investigations might reveal, over the concessions that he might propose, and over Featherston's likely response on his return.

[1688] AJHR 1885, I2A, p.14.
[1689] AJHR 1885, I2A, p.15.
[1690] AJHR 1885, I2, pp.20-21.
[1691] 'Untitled,' *Wanganui Herald* 12 October 1885, p.2.
[1692] It appears that the original agreement between Buller and the three hapu had provided for the sale of a portion of the Himatangi block to cover his costs, but that Himatangi Crown Grants Act 1877 had rendered the block inalienable.

In his search for a solution, McLean held a series of meetings with Ngati Raukawa, Ngati Apa, Rangitane, and Ngati Kauwhata. In the course of protracted discussions, the four iwi separately presented their cases that embodied claims of deception, usurpation, and betrayal. They traversed a wide range of matters, among them, the agreement for a 'general partition' said to have been reached in 1849 – claims in respect of which McLean did not reject and indeed appears to have confirmed; the pastoral leases – in respect of which Ngati Apa acknowledged the key role played by Ngati Raukawa; the part that fear had played in the events of 1863; the claims that war among the iwi had been imminent – with even Kawana Hunia suggesting considerable doubt over that prospect; and Featherston's perceived presumptuous decision to act on the Native Land Court's directive of 25 September 1869. It was made abundantly clear by some hapu and iwi that they entertained a singular distrust of Featherston and Buller and scant respect for the manner in which they had chosen to conduct the Rangitikei-Manawatu transaction.

McLean proved reluctant to traverse or to respond to claims concerning the history of the transaction but rather remained focused on averting repudiation and on reaching an accord that would satisfy if not entirely meet the wishes of those whose grievances he canvassed. He was, nevertheless, in no doubt over the proximate origins of the difficulties, nominating them as the inclusion in the Deed of Cession of many whose claims to Rangitikei-Manawatu had been marginal at best and imagined at worst, the failure to agree upon and have marked out the boundaries of reserves in advance of payment and in advance of the extinguishment of Native title, and the haste with which Buller and Featherston had acted upon the Native Land Court's directive. McLean was clearly deeply troubled over the last in particular.

McLean's decision to award additional reserves proved anathema to Featherston. On the eve of his departure to England as the colony's Agent-General, he disparaged and denounced McLean's efforts and instigated a claim for compensation from the General Government that would take several years to resolve. The bitterness that characterised his attacks on McLean suggested that he had been deeply affronted by the implication of the settlement reached, that his dealings with Maori and, in particular, with Ngati Raukawa, had been considerably less than fair and honourable. His sustained support for Buller's much-criticised claim for additional recompense for

his services during the transaction, and the fact that Buller served as his secretary whilst in London also suggested a resolute faith in the propriety of his actions. However thus persuaded he may have been, his convictions were neither universally shared nor widely endorsed.

It would take a great many more protests, petitions, representations, and meetings before the arrangements that McLean had reached with Porirua ki Manawatu Maori were finally honoured, in the form of the Rangitikei-Manawatu Crown Grants Act 1873: even then its passage was delayed by the Wellington Provincial Government's claim for compensation for the additional lands set apart for Maori. The attendant debates were distinguished by the efforts of both the General and Provincial Governments to eschew responsibility for the difficulties that had bedevilled the Rangitikei-Manawatu transaction practically from the moment of Featherston's initial intervention. The former certainly was not prepared to acknowledge that, once having granted Featherston the powers he had so eagerly sought, it failed to ensure that he complied with its purchasing procedures or its directives. For its part the Wellington Provincial Council appeared incapable or unwilling to direct, limit, or restrain its Superintendent in the exercise of his powers. In what appears to have been something of a vacuum, Featherston proceeded apparently unimpeded and unchecked despite the serious reservations that continued to be expressed over his earlier conduct of the Wiatotara purchase.

It would be several more years – and only after unsuccessful efforts by the Wellington Provincial Government to acquire the balance of Himatangi – before the passage of the Himatangi Crown Grants Act 1877 allowed the Government to honour McLean's promise to award the Crown's share of the block to Maori. Acting under an Order-in-Council issued on 13 April 1878, Native Land Court Judge Charles Heaphy awarded the 10,9973-acre block (three acres having been set apart as an urupa) to Ngati Teau (ten persons), Ngati Turanga (28 persons), a second section of Ngati Turanga (18 persons), Ngati Rakau (16 persons), and a second section of Ngati Rakau (15 persons). Each person was awarded an undivided 1/87th of the 10,997 acres.[1693] Further, it was not until 1885 that the matter of the unpaid Himatangi back rents was

[1693] See 'Report of decision on claims to the Himatangi Block,' *New Zealand Gazette* 69, 15 July 1880, pp.1012-1013.

settled. The Government proved curiously unwilling to act on the recommendations offered by successive select committees of both chambers: it took the findings arising out of a comprehensive investigation conducted by the Native Affairs Select Committee in 1885 to induce it to settle with the owners of Himatangi. That investigation was notable for the discomfiture over aspects of the Rangitikei-Manawatu transaction still felt by Richmond, Pollen, and even Buller, but one of the most controversial land transactions in nineteenth century New Zealand finally had been brought practically to a close.

Chapter 10: The Horowhenua: the contest for Manawatu-Kukutauaki

Introduction

The discussion thus far has centred mainly on the large block purchases conducted by the Crown under the pre-emptive purchasing regime during the 1860s. The district between Otaki and Manawatu remained, in 1871, largely unsettled by Pakeha save for a few sheep farmers, and one or two accommodation houses. It was a district, nevertheless, widely considered capable of sustaining a sizeable settler population: during the 1870s, therefore, and into the 1880s the Crown turned its attention to the lands lying to the south of the Manawatu River, in particular the Manawatu-Kukutauaki and Horowhenua blocks. Purchase first required that the Native Land Court should establish ownership: in the hearings that would follow, narratives that wove together elements of the region's pre-annexation past emerged as the contending parties sought to persuade the Court that it should recognise the claims of one to the exclusion of the other.

Chapter 10 deals with Manawatu-Kukutauaki, with a good deal of discussion based on the evidence presented to the Native Land Court. It offers, first, a brief summary of the assessments that historians have offered of both the Manawatu-Kukutauaki and Horowhenua rulings. It then turns to a discussion of the Travers investigation of 1870 and the subsequent Native Land Court title investigation of 1873-1874. Chapter 11 deals with the Horowhenua block, while Chapter 12 offers an account of the Crown's purchasing on the west coast during the period from c1870 to c1880.

The Manawatu-Kukutauaki and Horowhenua rulings

The rulings of the Native Land Court in respect of the Manawatu-Kukutauaki and, especially, the Horowhenua blocks have attracted a great deal of critical scrutiny on the part of historians. It will be helpful, first, to consider briefly the assessments they

have offered and the key issues that they have identified. Those assessments have largely to do with the Horowhenua block. Thus Buick suggested that having ceded Rangitikei-Turakina to Ngati Apa, having returned Te Ahuaturanga Block to Rangitane, and having been 'coerced' into selling Rangitikei-Manawatu, Ngati Raukawa might have supposed that its 'cup of bitterness' was full. Unfortunately, for Ngati Raukawa, he added, Hunia and those Europeans behind him 'were shrewd enough to see that if the Ngatiraukwa had not acquired a right by conquest over the Manawatu, they could lay no better claim to Horowhenua, where a few Muaupoko still lived.'[1694] The five tribes, that is, Whanganui, Muaupoko, Rangitane, Ngati Apa, and Ngati Kahungunu, thus claimed Manawatu-Kukutauaki on the grounds of ancestry and occupation. 'The audacity of this latter contention,' observed Buick, 'is almost humorous in its presumption, for if there could ever have been any doubt as to the completeness of Te Rauparaha's conquest in the Manawatu, and further north, there could never be the slightest room to question its thoroughness at Horowhenua.'[1695] Buick relied, in part, upon Charles Kettle's evidence presented in 1844 to a Committee of the House of Commons and upon Jerningham Wakefield. He went on to set out a key element of the Ngati Raukawa narrative when he concluded that:

> … it appears that by emulating the precepts of the gentle Nazarene, Te Whatanui committed a fatal blunder, for had he not 'saved Muaupoko from the ovens of Te Rauparaha,' had he rooted them out as 'weeds of the field,' had he not summoned them to come down from the trees upon the mountains, to 'come out and occupy places where men do dwell,' had he not given them land to live upon – his generosity could never have been turned as a weapon against his descendants, and his humanity made an excuse for disinheriting his tribe.[1696]

Buick did note that Manawatu-Kukutauaki judgement appeared to be consistent with that given in the Himatangi case, namely, that 'sections' of Ngati Raukawa were found to have acquired rights over the block but excluding Tuwhakatupua and

[1694] Buick, *Old Manawatu*, p.268.
[1695] Buick, *Old Manawatu*, p.269.
[1696] Buick, *Old Manawatu*, p.273. Buick relied in part on Kettle's evidence presented to the British House of Commons in 1844 to the effect that the resident iwi had been greatly reduced in number, the survivors being released from slavery by Te Whatanui. He also cited Native Secretary H.T. Kemp's 1850 survey in which he reported that it was to Te Whatanui that 'the individuals comprising the tribe of Muaupoko in a great measure owe their existence.' See 'Report No.3,' *Wellington Independent* 4 September 1850, p.4.

Horowhenua.[1697] In the case of the latter, the Court's ruling was to take from Ngati Raukawa lands that they had long occupied and cultivated. The claim that Te Whatanui had been gifted land he described as 'ludicrous …' and that the Native Land Court employed Te Whatanui's act of generosity to Muaupoko as evidence that Ngati Raukawa had not conquered the original inhabitants. In Buick's view, the conquest 'which stands out as a great historical fact was treated as a myth, and the Treaty of Waitangi … was cast to the four winds of Heaven.'[1698]

Baldwin claimed that the 'blot' on the record of the Native Land Court represented by Rangitikei-Manawatu transaction was surpassed only by the Horowhenua block, 'the judgment in which reads like one of Horace's finest satires. Nor was the Native Land Court consistent; and the deadliest comment on the judgment in the two blocks … is furnished by the same Court's judgment in the Manawatu-Kukutauaki cases.'[1699] McDonald and O'Donnell cited Judge John Wilson's testimony to the 1896 Horowhenua Commission to the effect that the decision over Horowhenua went 'outside the then existing law.'[1700] McDonald himself insisted that the Court had ignored the 1840 rule and concluded that 'By no stretch of reasoning can the verdict be said to have been just, according to the ruling [*sic*] on which Maori ownership is based – namely, that those shall be adjudged the owners who were actually in possession at the time British rule was proclaimed over New Zealand in 1840.' The judgment, they claimed, was 'prompted by a desire to compensate Kemp for his services to the Crown,' and possibly to avert possible conflict.[1701] He concluded that:

[1697] Buick, *Old Manawatu*, p.276.
[1698] Buick, *Old Manawatu*, pp.278-279.
[1699] Baldwin, 'Early Native records of Manawatu block,' p.11.
[1700] John McDonald was the son of Hector McDonald, a whaler and trader who settled in the district and who subsequently leased 12,000 acres along the coast from Ohau to Porouatawhao. See McDonald and O'Donnell, *Te Hekenga*, p.23.
[1701] McDonald and O'Donnell, *Te Hekenga*, p,160. Dreaver suggested that Te Rangihiwinui and his Whanganui troops, togther with Rapata Wahawaha and his warriors, were 'the colonial government's greatest military assets.' See Dreaver, 'Te Rangihiwinui, Te Keepa.' In 1924, Judge Gilfedder, in a report on a petition submitted by Rere Nicholson over Raumatangi, asserted that in 1873, in the midst of 'much ill feeling and a great deal of quarrelling between the Ngatiraukawa and Muaupoko … the Native Land Court, in order to effect a compromise and allay inter-tribal hostility, awarded the greater portion of the Horowhenua Block to Major Kemp and his Muaupoko people, and gave Raumatangi, containing 100 acres, to Te Whatanui and those Ngatiraukawa who were claiming under him.' Chief Native Land Court Judge R.N. Jones rejected the claim that Raumatangi had been awarded as a compromise. 'The land covered by the compromise to settle disputes was Horowhenua 9 Block, and that was awarded some years afterwards.' See AJHR 1926, G6E, p.1.

> There appears to be not a shadow of a doubt that the Ngati-Raukawa were, all along, the victims of a too peaceable disposition, this applying to the whole of their dealings with land on the coast from Wanganui down to Otaki. Certainly they did not do any great amount of fighting for this land, but it was, by the law of the strong hand, held by them, prior to the coming of the *pakeha*. Their generosity, which seems to have been consistent throughout, allowed the Muaupoko … and the Ngati Apa and Rangitane … to continue to occupy part of the conquered lands, a generosity which in both instances was abused.[1702]

In the case of Manawatu-Kukutauaki, Anderson and Pickens noted that the Court rejected conquest as a basis for title and that such rights as Ngati Raukawa had secured had been so as a result of occupation 'with the acquiescence of the original owners,' and were shared with Ngati Toa and Ngatiawa, while among the original possessors Muaupoko retained rights at Horowhenua and Rangitane at Tuwhakatupua. In short, neither Muaupoko nor Rangitane had been finally dispossessed of their lands, the same finding that the Native Land Court had made in respect of Ngati Apa and the Rangitikei-Manawatu block. They went on to suggest that the arrival of Christianity, the establishment of European government, and the need to employ Maori to support the government forces during the wars of the early 1860s 'changed the status of … [the] dispossessed tribes. Now they were seen as both loyal subjects of the Queen and as residents on and occupiers of the land.'[1703] Had the Court found for Ngati Raukawa on the basis of conquest, Anderson and Pickens suggested, the implications would have been of major significance, not least the likely removal of Rangitane and Muaupoko, either forcibly or through the sale of the land which they claimed. Such a finding would also, they noted, have raised 'embarrassing questions about the Rangitikei-Manawatu purchase.'[1704] Finally, they suggested that the Kukutauaki judgement appears to have been 'a contrived judgment, based on a far-fetched interpretation of the historical evidence,' and that the Court was swayed more by the pattern of tribal power and residency as it had emerged by 1872 than by the situation which had existed in 1840.[1705]

Anderson and Pickens also examined the 1873 Horowhenua block hearing, noting that the Native Land Court again rejected any suggestion of conquest and awarded

[1702] McDonald, *Te Hekenga,* pp.159-160.
[1703] Anderson and Pickens, *Wellington district,* p.234.
[1704] Anderson and Pickens, *Wellington district,* p.236.
[1705] Anderson and Pickens, *Wellington district,* pp.237-238.

most of the block to the Muaupoko counter-claimants. They pointed out the inconsistency with the earlier Manawatu-Kukutauaki ruling: in that case the Court found in favour of Ngati Raukawa on the basis of 'occupation, with the acquiescence of the original owners,' but did not find similarly in the case of Horowhenua although the iwi had occupied that land also with the 'acquiescence of the original owners.'[1706] They concluded that the Court was 'panicked' into its decision by the threats offered by Te Rangiwinui, and by the government's wish to pacify the district and to compensate Kemp for his services to the Crown.[1707] On the other hand, they suggested, it was possible that the Court was endeavouring to implement the Government's clear desire to pacify the west coast by distributing the available land in such a manner that no iwi or hapu was entirely left landless and without the means of material support. If so, then the merits of Muaupoko's case were of little moment. The Court, they concluded, 'acted in a political manner.'[1708]

Ward largely followed suit, describing the Manawatu-Kukutauaki ruling as a 'contrived judgement' based on a 'far-fetched interpretation of historical evidence.' Questions remained, he noted, as to whether this was a political judgement.[1709] With respect to Horowhenua, the Court's ruling, with respect to Ngati Raukawa, 'made little sense,' and suggested that it had acted 'not judiciously but rather expediently,' largely, it seems, in the face of threats by Kemp and Hunia and in the face of inaction on the part of the Crown to disarm them.[1710] That the Government refused to allow a re-hearing, despite strong support on the part of the Native Affairs Committee in 1892 and 1894 and of the Legislative Council's Native Affairs Committee of 1896, he attributed to 'Government expediency.'[1711] Gilling, on the other hand, noted that the original iwi had never been annihilated or dispossessed and indeed had managed to sustain their occupancy of the land. He did suggest that the Native Land Court, given especially Judge Wilson's testimony to the 1896 Horowhenua Commission, could well have exercised greater care over the area it awarded Muaupoko.[1712]

[1706] Anderson and Pickens, *Wellington district*, p.215.
[1707] McDonald and O'Donnell, *Te Hekenga*, p.145.
[1708] Anderson and Pickens, *Wellington district*, p.217.
[1709] Alan Ward, *National overview*, *Volume iii*. Waitangi Tribunal, Wellington, 1997, p.241.
[1710] Ward, *National overview*, p.241.
[1711] Ward, *National overview*, p.242.
[1712] Gilling, '"A land of fighting and trouble,"' p.275.

Boast and Gilling, commenting on the Himatangi, Manawatu-Kukutauaki, Horowhenua, and Ngarara investigations as a whole, concluded that the Court's rulings were in large measure shaped by political expectations and considerations, that the Court was pressured in arriving at decisions that supported the Crown's purchasing ambitions and conduct. In respect of Himatangi in particular, they concluded that 'The very conduct of the cases shows that the Crown was not simply a disinterested party seeking the ultimate truth about the region's history, but that it would actively seek to discredit those, both Maori and Pakeha, who stood against it.'[1713] The Court, they noted, consistently rejected the narrative advanced by Ngati Toa and Ngati Raukawa that Te Rauparaha had conquered the entire region, dispossessing and forcing Ngati Apa, Rangitane, and Muaupoko to flee, and allocating the spoils of victory among his allies. The Court, in fact, inverted that narrative so that Ngati Raukawa's occupation was ascribed not to military victory but to the acquiescence of the resident iwi in whose continuous (if diminished) occupation the Court found sufficient evidence to support its interpretation of the region's pre-annexation history.

David Young recorded that Te Rauparaha's retaliatory strikes against Muaupoko left 'some of their hapu decimated, dispossessed, and enslaved,' and suggested that against a background of 'tribal enmity, humiliation, and lost ancestral land,' Te Rangihiwinui's efforts, both on and off the battlefield, were intended primarily to recover the Horowhenua lands where 'his father's Muaupoko were a shadow of their former selves and, living largely under the protection of the invaders, Ngati Raukawa.' Noting the award of Horowhenua to Muaupoko and Te Rangihiwinui's decision to accede to McLean's proposal for the return of 1,200 acres to Ngati Raukawa, Young concluded that the latter 'in this bizarre twist of the Native Land Court determination, found themselves as supplicants.'[1714] Dreaver offered a similar assessment: noting that 'many' among Ngati Raukawa chose to support Titokowaru in 1868-1869, while Ngati Apa, Rangitane, and Muaupoko supported the Crown, he

[1713] Boast and Gilling, 'Ngati Toa lands research project, Report Two,' p.132.
[1714] David Young, *Woven by water: histories from the Whanganui River*. Wellington: Huia Publishers, 1998, pp.104-105.

suggested that the war afforded the original resident iwi 'an opportunity to seize back from Ngati Raukawa the land they had lost by conquest in the 1820s.'[1715]

In brief, for historians the Manawatu-Kukutauaki and, in particular, the Horowhenua investigations revolved largely around two key issues. The first was whether or not Muaupoko had been vanquished by Ngati Raukawa, and the second was whether Muaupoko survived independently or as a result of the protection afforded by Te Whatanui. A great deal of the criticism levelled at the Native Land Court, both at the time and subsequently by historians, centres on allegations that it accorded little weight to the historical evidence presented to it, and that it was more intent on reaching a decision that had more to do with ensuring stability and order than with the merits or otherwise of the cases advanced by claimants and counter-claimants.

'… the return of Ngatiapa to this side'

It is not necessary to set out in detail the events that preceded the Manawatu-Kukutauaki and subsequent Horowhenua title investigations. The events of the period from 1869 to 1871 are set out in a paper entitled *A brief sketch of the Horowhenua case* located in Archives New Zealand, while Anderson and Pickens also set out the background and the course of the dispute.[1716] Only a brief summary is offered here, partly to establish the background to and context of the Native Land Court's investigation.[1717]

In February 1868 Te Rangihiwinui wrote to the Governor accusing Ngati Raukawa of provoking trouble over Rangitikei earlier in the month and advising him that he was:

[1715] Dreaver, 'Te Rangihiwinui, Te Keepa.'
[1716] ANZ Wellington AEBE 18507 LE1/101 1874/9; and Anderson and Pickens, *Wellington district*, Chapter 7, pp.145-163.
[1717] It is worthwhile noting here that by 1870 the Maori presence on the lands south of the Manawatu River appears to have contracted markedly. A traveller, in March 1873, reported that 'the once formidable tribes of the Manawatu district are vanishing as silently as snow in the sunshine. Deserted native villages and weedy and abandoned cultivations form an almost conspicuous feature in the landscape and the striped and conical erections called trig stations, which might be likened to tombstones erected by advancing civilisation to commemorate the departure of the Maoris … A little more time, a little more fever, and little of the old race will be left in the Manawatu …' See 'Stray notes on the West Coast,' *Wellington Independent* 31 March 1873, p.3.

> … off to Waingongora and Ngatiruanui to bring my people who are there back to Wanganui, and also to bring together my people from all the settlements, so that we may be altogether, having the benefit of the united counsels of all to watch the proceedings of those people [Ngati Raukawa]; for I am very much annoyed at my people being treated in this manner, and so I send to my people in the Ngatiruanui country, to come and take care of the small tribe, Muaupoko, lest they be destroyed.[1718]

Richmond appealed to Hori Kingi to restrain Te Rangihiwinui and his people while he would deal with Ngati Raukawa.[1719] There seems little doubt that the General Government was uneasy over Titokowaru's mounting challenge to the survey and settlement of the confiscated lands and continuing predictions that the Rangitikei-Manawatu transaction could still prove to be 'Wellington's Waitara.'

The dispute, in the Crown's understanding, arose out of an old conflict between Ngati Raukawa and Ngati Apa and Muaupoko, that is, to the time at which Te Whatanui apparently allocated land to Muaupuko.[1720] Ngati Raukawa and Muaupoko appear to have co-existed peaceably on the Horowhenua block until the early months of 1869 when some of Te Whatanui's descendants moved to have a survey conducted preparatory to lodging a claim in the Native Land Court. Muaupoko, perturbed by the arrival of surveyors, initiated a campaign, led by Te Keepa Te Rangihiwinui (of Rangitane and Muaupoko) with the assistance of Ngati Apa (Kawana Hunia's mother being of Muaupoko) to assert ownership of the Horowhenua.[1721] They appear, initially at least, to have enjoyed the support of Te Whatanui Tutaki's widow, Riria Te Whatanui.[1722] In January 1870 Native Department interpreter J.A. Knocks recorded that Muaupoko had generated a 'disturbance' at Horowhenua by razing houses belonging to Te Whatanui, and that Matene Te Whiwhi had dissuaded his people from retaliating in kind.[1723]

[1718] Kemp to Governor 18 February 1868, AJHR 1868, A1, p.52.
[1719] Richmond to Hori Kingi 22 February 1868, AJHR 1868, A1, p.52.
[1720] See, for example, Fergusson to Earl of Kimberley 17 December 1873, AJHR 1874, A1, p.21.
[1721] AJHR 1871, F8, pp.3-5. For the immediate background to the moves to have the land surveyed, see Anderson and Pickens, *Wellington district*, p.147.
[1722] Te Whatanui Tutaki died in 1869. His widow, Riria, of Ngati Apa, returned to her people in the Rangitikei. See Anderson and Pickens, *The Wellington district*, pp.147-148.
[1723] Knocks to Cooper 10 January 1870, AJHR 1871, F8, p.7.

The dispute centred on the boundaries of the land held by Muaupoko, Kawana Hunia in particular being keen to use the dispute to enlarge Muaupoko's domain.[1724] A correspondent of the *Wellington Independent* suggested that encouraged by their success in Rangitikei, Ngati Apa 'now wish to get back all the land taken from Muopoko by Ngatiraukawa … For some years past,' he added, 'Ngatiapa have been very insulting and bounceable towards their old conquerors … and there is no doubt that now they are well armed they would like to repay them for all the indignities and defeats received at their hands in former years.'[1725] At a hui at Otaki on 5 and 6 April 1870, Tamihana Te Rauparaha counselled Ngati Raukawa and Te Ati Awa to ignore Hunia and Ngati Apa, at the same time insisting that:

> They must be driven back to Rangitikei, to the other side of Manawatu. Leave this side of Manawatu as a place on which to light your fires. As for Muaupoko, let them remain on their little piece of land, for the boundaries were settled long ago by Te Rauparaha, Te Rangihaeata, and Te Whatanui many years ago. Let no persons interfere to shift these boundaries, for Ngatiraukawa and the descendants of Te Rauparaha showed much affection for Ngatiapa and Hunia when the Court sat at Otaki in 1868, in March, and in 1869, in July, when the Court sat at Wellington. Now the claims of Ngatiapa are confined to the other side of Manawatu.[1726]

A further hui was held in Kupe, a large meeting house erected at Panui-o-Marama, on 21 April to 3 May 1870. Ngati Kahungunu and Te Ati Awa offered to investigate the dispute between Ngati Raukawa and Muaupoko, but no settlement was reached. Towards the end of May, Matene Te Whiwhi accused Kawana Hunia of having ventured into the district in order to commit acts of provocation, specifically that he and Muaupoko were erecting houses on Te Whatanui's land. Further, he accused Ngati Apa of having brought government-issued weapons to Horowhenua with a view to evoking a response – unsuccessfully, he noted - from Ngati Raukawa and Ngati Toa. Matene Te Whiwhi appealed to McLean to direct Kawana and Muaupoko to retire to the north of the Manawatu River and to surrender their weapons.[1727] That Ngati Raukawa should appeal to McLean induced a correspondent of the *Wellington Independent* to suggest that it said much for McLean's standing that Ngati Raukawa,

[1724] See AJHR 1896, G2, p.239. Pomare endeavoured unsuccessfully to resolve the dispute. See Pomare to McLean 4 July 1870, AJHR 1871, F8, pp.11-12. Wiremu Pomare of Nga Puhi had married a daughter of Te Whatanui Tutaki.
[1725] 'Ngatiapa v. Ngatiraukawa,' *Wellington Independent* 22 July 1871, p.3.
[1726] Te Rauparaha to Cooper 25 April 1870, AJHR 1871, F8, p.7.
[1727] Matene Te Whihwi and 36 others to McLean 24 May 1870, AJHR 1871, F8, p.11.

who had 'not been considered as great allies of the pakeha, should … restrain their natural impetuosity and defer to the opinion of the European.'[1728] Wiremu Pomare arrived in the district in June 1870, but his efforts to persuade Muaupoko to compromise over the location of the southern boundary of its block failed. Moreover, the iwi made it clear that it was not prepared to have the land surveyed or the dispute settled by 'Pakeha law.'[1729]

Ngati Raukawa and Ngati Toa, amid warnings of 'trouble' emanating from Te Rangihiwinui and Kawana Hunia, appear to have decided to press the matter to a conclusion by subdividing the land in question. In January 1871, Muaupoko attacked cultivations at Mahoenui and in June razed houses at Te Kouturoa. Finally moved to act, in July 1871 the Government despatched Major J.T. Edwards to inquire into the dispute that, according to Knocks, did not involve all of Muaupoko, a section of that iwi having aligned itself, 'more or less,' with Ngati Raukawa. It was Hunia, he reported, who had 'a strong determination not to allow the Ngatiraukawa to have any claim to the Horowhenua district, and is prepared to prevent occupation of the disputed land by force of arms,' although adding that he did not think 'anything serious will come of it.' [1730] On the other hand, Edwards suggested that Ngati Raukawa had provoked the armed demonstrations mounted by Hunia and Kemp 'by threatening to keep off, by force of arms, any of their opponents who should attempt to occupy the disputed block.'[1731] Ngati Apa, apparently supported by Whanganui, refused to consent to a Native Land Court hearing into the dispute, but both iwi agreed to refer the matter to a runanga presided over by two Pakeha. Edwards now reported that Ngati Apa was 'much better armed than Ngatiraukawa', encouraging the latter, despite 'great provocation,' to 'keep the peace and trust to the law alone for protection …'[1732]

As the disputants traded accusations during July 1871, rumours of impending conflict abounded and that the Ngati Raukawa hapu residing on the lands to the north of the Muaupoko block would be drawn into the contest. Hunia in particular attracted

[1728] 'Ngatiapa v Ngatiraukawa,' *Wellington Independent* 22 July 1871, p.3.
[1729] Heta Te Whatamahoe and all the Muaupoko to McLean 28 October 1870, AJHR 1871, F8, pp.12-13.
[1730] Knocks to McLean 2 July 1871, AJHR 1871, F8, p.15.
[1731] Edwards to Bell 6 July 1871, AJHR 1871, F8, pp.15-16.
[1732] Edwards to McLean 10 July 1871, AJHR 1871, F8, p.17.

considerable criticism in the light of his armed antics, threats, flourishing of government-supplied rifles, pa building, threats to disinter Te Whatanui's body and burn it, and allied preparations for conflict. For his part, Te Rangihiwinui was fond of reminding Ngati Raukawa that on the occasion of Muaupoko's original defeat, the iwi 'had nothing but a stick.'[1733] Ngati Raukawa, on the other hand, appears to have exhibited considerable restraint and appealed to McLean to intervene. McLean, with apparent effect, continued to press Hunia and Te Rangihiwinui to leave Horowhenua and to settle the matter through arbitration. He thus directed Marsden Clarke to the district with a view to 'arriving at the real views held by those on the questions at present affecting them, more especially the Horowhenua dispute, and the disposition they feel to refer this matter to arbitration.'[1734] That same day, 11 August 1871, he proposed to Matene Te Whiwhi that Ngati Raukawa name the rangatira to sit in 'a court of investigation,' Hunia having agreed to that course and having named rangatira Renata Kawepo (Ngati Upokiri and Ngati Hinemanu) and Te Hapuku (Ngati Whatu-i-apiti). In response to demands by Hunia and Te Rangihiwinui that Ngati Huia leave the disputed land, Te Watene Te Kaharanga announced that he was not disposed to accept any investigation, while Hohuate Te Ruirui informed McLean that 'all of Ngatiraukawa' insisted that Ngati Huia and Muaupoko should remain on their lands, and that Hunia and Te Rangihiwinui should be directed to leave the district.[1735]

Ngati Raukawa's resolve, and in particular that of Ngati Huia, to resist appears to have stiffened in the face of Te Rangihiwinui's declared intention to 're-conquer their old possessions' from Horowhenua to Porirua.[1736] Moreover, the iwi was discomfited by what it perceived to be the Government's tardy response and its apparent reluctance to proceed against Hunia for his alleged crimes. Whanganui's *Evening Herald* was moved to observe that Hunia was likely to give the Government 'some trouble and afford a good illustration of how the friendship and loyalty of a native chief may entail obligations of a character so expensive as to throw into the shade any services that might be rendered … he considers himself entitled to supplies of firearms and to support from the Government at any and all times.' It also suggested

[1733] 'Ngatiapa v Ngatiraukawa,' *Wellington Independent* 22 July 1871, p.3.
[1734] McLean to Clarke 11 August 1871, AJHR 1871, F8, pp.22-23.
[1735] Te Watene Te Kaharanga to McLean and Hohuate Te Ruirui to McLean 28 August 1871, AJHR 1871, F8, p.25.
[1736] Clarke to Halse 31 August 1871, AJHR 1871, F8, p.28.

that when Hunia found arbitration going against him he resorted to other means, while 'It ought to be remembered that the Ngatiraukawa tribe have always submitted to the law …If they have been enemies of the colonists, it has been in the way of litigation, and not of physical or savage force.'[1737]

In September 1871, Tamihana Te Rauparaha, Henare Te Herekau, and Rawiri Te Whanui petitioned Parliament. They set out an account of events leading up to the fracas in which they asserted that 'You have all heard about the Rangitikei question, and about the return of Ngatiapa to this side between Rangitikei and Manawatu. One portion of the Ngatiraukawa acquiesced, another was obstinate. The case was heard before the Native Land Court, and by that tribunal the river of Manawatu was declared to be the boundary.'[1738] Such then was Ngati Raukawa's perception of the outcome of the Himatangi hearings. They went on to claim that once Ngati Apa had secured the land between the Rangitikei and Manawatu Rivers, the iwi, fully armed, in April 1870 'came across to Horowhenua.' That same year they had asked McLean to recover the weapons owned by the Government but were ignored. In July 1871, Kawana Hunia, Kemp and their people returned, 'with the Government guns,' and attempted to oust from the lands the descendants of Te Whatanui, setting fire to homes and beating the wife of Te Watene Te Kaharanga, and attempting to eject 'the old occupiers of Horowhenua.' The petitioners predicted major trouble given that 'all the tribes know that that place is a permanent possession of Ngatiraukawa … [and] that the Government supplied the Ngatiapa with guns …' Following the recent events, which had 'given great pain to all Ngatiraukawa, Ngatiawa, and Ngatitoa,' the petitioners recorded that Ngati Raukawa again unsuccessfully pressed McLean to intervene, the latter confining himself to proposing that Te Rangihiwinui and Hunia should retire to the Rangitikei and that Ngati Raukawa should 'withdraw' to Otaki. The former complied, the latter refused, with the result that:

> … if fighting should take place, there will be great trouble in the Island. Do not consider that, because this is a fight between two sections of the Native race, it is all right; no, other tribes are looking on, and all tribes know that that place is a permanent possession of Ngatiraukawa; they also know that the

[1737] Editorial, *Evening Herald* 27 July 1871, p.2.
[1738] AJHR 1871, I1, p.4.

> Government supplied the Ngatiapa with guns, in consequence of which this trouble will increase.
>
> Some of us are in great distress, and have begun to think that the Government have no regard for, nor do they draw near to, peaceful people. This tribe (the Ngatiraukawa) have for many years been living in peace, and have been patient through the troubles which have occurred in this Island: they have steadfastly kept to their churches, their schools, and have been faithful to the Queen, and have upheld her laws even up to this year.[1739]

The petitioners asked the Government to recover all of its weaponry and munitions from Ngati Apa, Rangitane, Muaupoko, Whanganui, 'and other tribes,' and to direct Kawana Hunia and Major Kemp to return to their permanent abodes. In evidence, Tamihana Te Rauparaha claimed that 'Kemp's and Hunia's dispute is not for Horowhenua only, but for all the lands now in possession of Ngatiraukawa; and they wish to be avenged on account of my father having killed and destroyed most of their people.'[1740]

The underlying narrative was clear enough, that Ngati Raukawa, an iwi that had only ever sought recourse to the law to settle disputes, was being disadvantaged by a government that, on the one hand, had armed its opponents and, on the other, was apparently indifferent to its claims and indeed the justice of its cause. In Parliament (on 26 September 1871) Mantell suggested that 'after the arrangement of 1865, Native militiamen, or Natives holding arms from the Government, were enabled to retain possession of them until the very possession of them excited them to try to recollect whether there was or was not some neighbour with whom there was an old quarrel to settle …' [1741] Apparently stung into action, McLean admonished Te Rangihiwinui over the retention of government arms, but, oddly perhaps, did not instruct him to arrange for their surrender.[1742] Te Rangihiwinui's response was interesting: insisting that McLean had been misinformed, he suggested to McLean that 'If you require the guns to be given up, say so, and it shall be done.'[1743] McLean

[1739] AJHR 1871, I1, p.4.
[1740] AJLC 1871, Petition of Tamihana Te Rauparaha and others. It was during September that rumours, false as it transpired, circulated that Matene Te Whiwhi was mustering a force of some 200 to assist Te Watene.
[1741] NZPD 1871, Vol 10, pp.597-598.
[1742] McLean to Kemp 6 October 1871, AJHR 1871, F8, pp.31-32.
[1743] Kemp to McLean 7 October 1871, AJHR 1871, F8, p.32.

thereupon directed him to prepare a list of all the weapons issued by the government and to place them 'in store under Major Turner's care until they are required.'[1744]

Nevertheless, a perception gained ground that the government was simply trying to stave off the issue until after prorogation, the implication being that Ngati Raukawa would be denied the opportunity to air its grievances. That tactic did not stop the government's critics. On 19 October the *Evening Post* published a letter from Tamihana Te Rauparaha and Watene Te Waewae to the effect that they had made repeated visits to Wellington to ask the Government to settle the Horowhenua dispute but to no avail; they had sought to attend a select committee appointed to hear their petition but had been debarred from its proceedings; and that they had been told that the arms were being collected – by Te Rangihiwinui, the very man who had taken up arms against Ngati Raukawa. 'Mr McLean's Government,' they concluded, 'is not a Government that upholds the Queen's laws. It is carried on by bribing the Maori with money to get them to keep quiet.'[1745] That was an allegation that the *Wellington Independent*, certain that 'danger is looming large,' took up with alacrity. It, too, alleged that 'The object of the Government is to stave off, by the usual means, until after the prorogation. Money is being paid away … which is absorbed as water is in sand, leaving no trace behind.' It claimed, no doubt with an eye on the outcome of his intervention in the Rangitikei-Manawatu imbroglio, that 'lavish expenditure' had been the secret of McLean's rule. To govern the natives by legitimate means, he has not the ability.'[1746] The collection of Government-owned arms was raised in the Legislative Council on 25 October when the Government was asked whether Te Rangihiwinui, 'who had recently taken up arms against the Ngatiraukawa tribe,' had been employed by the Government to collect that iwi's arms. According to Sewell, no such instructions had been issued: it is plain that they had.[1747]

[1744] McLean to Kemp 7 October 1871, AJHR 1871, F8, p.32.
[1745] Tamihana Te Rauparaha and Watene Tiwaewae to Editor, *Evening Post*, in Editorial, *Evening Post* 19 October 1871, p.2,
[1746] Editorial, *Wellington Independent* 19 October 1871, p.2. A year later, Tamihana Te Rauparaha withdrew his criticism of McLean, suggesting that in October 1871 he was angry with his opponents, Whanganui and Ngati Apa who had retained Government arms and that he had been 'irritated and trembled at that time on account of land at Horowhenua which was being illegally seized by Muaupoko, and Hunia and Kemp ...' See 'A Maori view of the political situation,' *Wellington Independent* 5 September 1872, p.3. See also *Colonist* 10 September 1872, p.4.
[1747] NZPD 1871, Vol 11, p.514.

The *Evening Post*, certain that the Horowhenua dispute was 'an offshoot of the "great Manawatu difficulty" [was] in all likelihood the precursor of many others yet to burgeon in rank luxuriance upon the soil of the "Provincial estate,"' predicted that should Hunia sustain his claim:

> … he will go on towards the south, demanding the restitution of all the country as far as Otaki – perhaps further – in pursuance of the engrossing motive of all his actions – the restoration of his tribe to the position it occupied before its evil star guided the canoes of conquering Rauparaha to the coasts of its territory … Kemp and Hunia should not only be at once driven back from the aggressive position they have assumed, but awarded a punishment so severe that it would deter others from attempting to follow in the lawless path they have trodden.[1748]

The disputants speak

Despite the bellicose rhetoric, posturing, and illegal acts, the Government had good reason to suppose that the disputants might respond positively to a suggestion that the whole matter should be referred to a 'tribunal.' In fact, in June 1871 Te Rangihiwinui had expressed some serious misgivings over the Native Land Court, suggesting to Haultain that 'Under the present system, men lose their lands; others get land that does not belong to them, because they are strong to talk.'[1749] Towards the end of September 1871 McLean persuaded Matene Te Whiwhi to urge Watene Te Waewae to leave the disputed ground until the matter had been resolved by the proposed runanga of rangatira.[1750] Early in October Clarke advised McLean that Ngati Raukawa had appointed himself and Paerawa and Hone Peti as its arbitrators, the arbitration itself to take place in December.[1751] Te Rangihiwinui appeared to approve although he insisted that Te Watene must first leave the ground. At that point the proposal for arbitration appears to have foundered, for several weeks later McLean commissioned W.T.L. Travers to collect statements from all those involved, unless such collection was a preparatory step. In the event, Travers did collect statements,

[1748] Editorial, *Evening Post* 10 October 1871, p.2.
[1749] Te Rangihiwinui to Haultain, AJHR 1871, A2A, p.39.
[1750] McLean to Clarke 29 September 1871, AJHR 1871, F8, p.30. Tamihana Te Rauparaha apparently opposed both Watene Te Waewae's removal and a peaceful settlement of the dispute. See ANZ Wellington AEBE 18507 LE1/101 1874/9.
[1751] Clarke to McLean 5 October 1871, AJHR 1871, F8, p.30.

from Watene Te Waewae, Ihakara Tukumaru, Wi Tako, and Te Rangihiwinui. Kawana Hunia declined to cooperate.

The Travers investigation

In the course of his inquiry, Travers interviewed Te Rangihiwinui, members of Te Whatanui's family, Ihakara Tukumaru, and Wi Tako Ngatata. Kawana Hunia, though present, declined an interview. Some of the evidence offers very useful insights into a range of matters. Te Rangihiwinui, for example, claimed that the land occupied by Te Whatanui's descendants formed part of Muaupoko's ancestral lands and that he did not recognise any right claimed by those descendants; that Te Rauparaha, by killing Te Waimai, had provoked the attack at Te Wi; and that in the face of Te Rauparaha's retaliatory attacks, Muaupoko did 'run away inland to the mountains' but took refuge on the island pa. He did acknowledge that Te Whatanui had 'interposed to prevent Te Rauparaha continuing his aggressions upon the Muaupoko,' but denied that that had led Te Whatanui to settle at Horowhenua. The latter settled there, he claimed, 'on account of his making peace with one of the chiefs of Muaupoko.' Further, he acknowledged that Te Whatanui did assure Taueki that he would 'protect' Mauapoko. When asked why Muaupoko had not earlier claimed the land in question, Te Rangihiwinui asserted that 'There was no bother about the land previously to the occupation of portions of it by Europeans. The leasing of the land has given rise to the dispute. Through the leasing of the land each one has need to get as much land and as much money as he could.' When asked whether Muaupoko had ever objected to Te Whatanui and his descendants occupying land at Horowhenua, Te Rangihiwinui noted that 'They lived peaceably until the time of Tutaki … and would not have raised objections but for the encroachment of Ngati Huia.' Finally, he claimed, that Te Whatanui did not fulfil his promise to protect Muaupoko and that Te Whatanui and Muaupoko lived in 'a state of distrust towards each other.'[1752]

Through Watene, Te Whatanui's descendants insisted that they did not claim 'the general estate of Muaupoko,' that Muaupoko had never objected to their presence,

[1752] ANZ Wellington ACIH 18593 MA W1369 27 1872/272. The report carried the date of 16 December 1871.

that they had never encroached beyond the boundary laid down by Te Whatanui, that the land in question belonged to the family although Ngati Raukawa would 'protect them in their occupation if necessary,' and that Te Whatanui had fulfilled his promise of protection. Ihakara Tukumaru largely supported those claims while noting that Muaupoko had had no say in the sale to the New Zealand Company nor participated in the distribution of goods, apart, that is, from some blankets that Te Whatanui may have given his 'slaves.' He added, for good measure, that 'It is only owing to the Europeans that they are able to open their mouths now at all.' Wi Tako Ngatata (Te Ati Awa) also offered some valuable insights: he insisted that had not Te Whatanui, 'a very great chief … [whose] words were always respected,' offered his protection to Muaupoko then the iwi would have been exterminated by Ngati Toa and Te Ati Awa. He acknowledged that Te Whatanui had assisted Te Rauparaha against Te Ati Awa, suggesting that Te Rauparaha was 'very much afraid that the Ngatiawa would have the whole of the land, as they had got all of the land about Kapiti and the West Coast, and nearly the whole of the Middle Island. He became jealous, and managed to work on Te Watanui [*sic*] so as to get his assistance against Ngatiawa.' Muaupoko, he continued, with respect to the sale to the New Zealand Company, were not treated as having any right to share in the proceeds. In short, the whole of territory claimed by Muaupoko was conquered by Ngati Toa and Ngati Raukawa, and while Muaupoko had been allowed to return, the land was not returned to them. Te Whatanui give the iwi 'a mere permission to reside.'[1753]

Travers provided McLean with a summary in which he concluded that Muaupoko, even with the assistance of Ngati Apa, and Rangitane, had been unable to resist Ngati Toa and its allies, and that Muaupoko would have been exterminated had not Te Whatanui, 'for reasons of his own,' offered the iwi his protection. Thereafter, Muaupoko reoccupied 'part of their former tribal territory without further molestation, living in amity with, but under quasi subjection to Te Whatanui.' The latter had defined Muaupoko's land by a line of posts 'the remains of which are alleged to be still in existence.' Muaupoko occupied the land so allocated and did not object to Te Whatanui's 'appropriation' of land. He noted that Ngati Raukawa, Ngati Toa, and Te Ati Awa claimed no interest in the land but would defend the rights of Te Whatanui's

[1753] ANZ Wellington ACIH 18593 MA W1369 27 1872/272.

descendants. The troubles he attributed to Kawana Hunia's interference, including his construction of a house on the land appropriated by Te Whatanui. Watene and Wiremu Pomare (a grandson of Te Whatanui) drew a new boundary in an effort to prevent further disputes and not in recognition of Muaupoko's claims.[1754]

The Crown and the west coast lands

Early in 1872 James Grindell was directed by the Native Department's Under-Secretary G.S. Cooper to tour the West Coast 'and endeavour to make arrangements (as desired by the Minister for Public Works) with the various hapus and tribes for sending applications to the Native Lands Court to have their title to all lands, of which they are desirous of disposing to the Government, investigated.'[1755] The Crown was clearly keen to take advantage of the growing uncertainty over land ownership arising out of the campaign initiated by Te Rangihiwinui and Hunia. The very clear desire of the Wellington Provincial Government was to construct a new road (to replace that running along the beach) to link the Rangitikei-Manawatu district with Wellington and to open up to selection by settlers the largest area of land in the Province still in Maori ownership.

Late in March 1872, Grindell reported to Cooper that he had met Ngati Raukawa at Otaki, members of the iwi having gathered from Waikawa, Ohau, Horowhenua, Poroutawhao, and Manawatu. Among those attending were Tamihana Te Rauparaha, Matene Te Whiwhi, Parakaia Te Pouepa, and Karanama Te Kapukai. They took the opportunity to dilate on the claims advanced by Rangitane and Muaupoko to lands in their occupation. According to Grindell:

> They characterized these tribes and their connections, Te Ngatiapa of Rangitikei, as a scheming dissatisfied lot, desirous of obtaining possession of the whole country under the shelter of the law, which they and their fathers

[1754] ANZ Wellington ACIH 18593 MA W1369 27 1872/272.

[1755] Grindell to Cooper 25 March 1872, Wellington Provincial Council, *Votes and Proceedings*, Session XXII, 1872, Appendix to Superintendent's Speech, p.38. Grindell was attached to the Native Department but was directed to assist the Wellington Provincial Government. G.S. Cooper had served in the Native Land Purchase Department from 1854 to 1858 as district land purchase commissioner in Hawke's Bay and the Wairarapa, as a resident magistrate, from 1861 as the Under Secretary of the Native Department, and, in addition, from 1869 as the Under Secretary of the Defence Department. He died in 1898. See 'An old and revered civil servant,' *Evening Post* 16 August 1898, p.6.

> had not been able to hold by force of arms. They had, they said, shown much forbearance to them for a long time, had given up lands to preserve peace, and had made many submissions to them, but they found the more they got the more they wanted. They were, however, at last determined they would give way no longer, they would allow of no further aggressions. They would sell the mountains to the pakeha, and oppose any claims those tribes might make. They seemed to think the Government favoured these people.[1756]

In the protracted discussions that followed, Grindell made it clear that disputes over ownership should be settled in the Native Land Court, and that the Crown would only consider purchase once titles had been determined. Grindell subsequently held meetings with Maori at all of the settlements along the west coast from Manawatu to Waikanae, receiving from each hapu written applications to the Native Land Court to have their claims investigated. The area involved stretched from the Manawatu River and Te Ahuturanga to the Wainui and Waikanae blocks, a total of between 250,000 to 300,000 acres. Each hapu would then be in a position, he observed, 'to sell to the Government without fear of the interference of others … It is quite apparent that they are generally desirous of selling their waste lands at the present time, but an immense amount of jealousy and suspicion exists among the various claimants and tribes in reference to each other's claims and boundaries.' There were also, he reported, signs of division within Muaupoko, some members objecting to any surveying of the land in dispute between themselves and Ngati Raukawa, others supporting an application to the Native Land Court.[1757]

On his return to Otaki, Grindell engaged in further discussions as a result of which he secured nine applications from Ngati Raukawa: one of those was from Matene Te Whiwhi and his sister Rakapa Topiora (wife of Karanama Te Kapukai), their claim, on behalf of Ngati Raukawa generally, being for a large swathe of land. Although intended to meet intra-iwi jealousies and to present a united front, in fact that claim did not secure the support of all hapu and hence applications were prepared for separate investigations. Ngati Tehihi and Ngati Wehiwehi, both having declined to attend the Otaki hui, opposed any title investigation, insisting that there could 'no doubt of their being the proper owners …' After what Grindell reported to have been 'a very violent debate,' the two hapu joined with Matene Te Whiwhi's general

[1756] Grindell to Cooper 25 March 1872, Wellington Provincial Council, *Votes and Proceedings*, Session XXII, 1872, Appendix to Superintendent's Speech, p.39.
[1757] Grindell to Minister for Public Works 31 May 1872, AJHR 1873, G8, p.32.

application.[1758] Nevertheless, it was clear, as Grindell observed, that mistrust, suspicion, and jealousy shaped the relationship not only between Ngati Raukawa and the original resident iwi but also among the hapu of Ngati Raukawa itself. Rangitane was prepared to take its claims to the Native Land Court and accordingly submitted two applications for an investigation of Tuwhakatupua 1 and 2, in all an area of some 10,000 acres and available for purchase; while Rangitane and Ngati Raukawa conjointly offered for purchase the 20,000-acre Oroua Block. With respect to Horowhenua, on the other hand, Muaupoko were not prepared to send in any applications until they had consulted 'their friends …' but, following the precedent set by Ngati Apa with respect to the Rangitikei-Manawatu block, were 'in favour of selling the hills, and would sell if the Government would acknowledge their claim, and purchase without requiring their title investigated by the Court.'[1759] The objective and the tactic were similar to those that Ngati Apa had successfully employed with respect to Rangitikei-Manawatu.

On the matter of surveys, all owners declared their inability to bear the costs, and indeed insisted that should they have to do so they would be unable to pass their lands through the Court. Grindell thus proposed the preparation of 'a good topographical map' of the district between Otaki and Manawatu to show rivers, lakes, native settlements, boundary posts, and so on so as to enable a division of the country to be made on the map in the court by the surveyor.[1760] The Government, he assured them, would meet the cost: in response to a concern that the Government would take that cost into account when considering the price it was prepared to offer the land, Grindell insisted that they would be offered 'a reasonable price' that they could accept or reject. Finally, Grindell noted that he had rejected all requests for advances, noting that it was 'inadvisable, as a rule, to make advances on land to which there are so many adverse claimants before their titles have been investigated by the Court.'[1761] On that same day, 25 March 1872, he advised Wellington's Superintendent that 'if

[1758] Grindell to Cooper 25 March 1872, Wellington Provincial Council, *Votes and Proceedings*, Session XXII, 1872, Appendix to Superintendent's Speech, p.12.
[1759] Grindell to Cooper 25 March 1872, Wellington Provincial Council, *Votes and Proceedings*, Session XXII, 1872, Appendix to Superintendent's Speech, p.41.
[1760] Grindell to Minister for Public Works 31 May 1872, AJHR 1873, G8, p.32.
[1761] Grindell to Cooper 25 March 1872, Wellington Provincial Council, *Votes and Proceedings*, Session XXII, 1872, Appendix to Superintendent's Speech, p.43. It is not clear that this advice was always heeded. The matter of advances is dicsussed further below.

one party receive money, the others will expect it also, or they will say with reason that favour is shown, and that the rights of one party is [*sic*] being acknowledged to the prejudice of the other.' He went on to add that:

> … if we were to pay them money for [land] without first duly ascertaining the ownership, they would be secure, having received the payment, but we should in all probability, be landed in a difficulty, as it was likely this and that hapu would come forward, each claiming and taking a slice, till at last we should be left with nothing but the bones. For our own protection, therefore, we require the title to be investigated.[1762]

Grindell clearly expected that the preparation of a topographical map would proceed without opposition, but by May difficulties were apparent and indeed, in a measure of the uncertainty and apprehension that prevailed during 1872, some hapu changed their stance. Divisions emerged within Muaupoko, some within the iwi insisting that they owned 'the whole coast from north to south' and that Ngati Raukawa 'had no right to any part of it.' Moreover, the hapu of Ngati Raukawa were generally opposed to the survey of boundaries among them, 'the idea,' Grindell reported in July 1872, 'being to unite as a whole against the Ngatiapas and others tribes opposed to them, with a view to getting their right as a tribe to the entire coast district first investigated by the Land Court, before entering into any disputes relative to minor internal claims amongst themselves.'[1763] Ngati Huia in particular opposed any survey, Grindell, in response, making it clear that the Native Land Court required maps before it would consider applications in respect of ownership and that, in the absence of legal titles, the Crown would not countenance purchase.[1764] Ngati Raukawa, it seems, were determined to deal with its enemies first, establish ownership, and then deal with partitioning among its hapu.

Grindell attributed the unease within Ngati Raukawa to T.C. Williams, as did the *Evening Post*. The former reported that Williams had advised the iwi itself to have the land surveyed in one block and to establish its tribal claim 'independently of Government interference.'[1765] The *Evening Post* claimed that, opposed to Maori

[1762] Grindell to Fitzherbert 25 March 1872, *Wellington Provincial Gazette* 19, 10, 3 May 1872, p.92. Cited in Anderson and Pickens, *Wellington district*, p.180.
[1763] Grindell to Minister for Public Works 2 July 1872, AJHR 1873, G8, p.33.
[1764] Grindell to Fitzherbert 13 June 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.
[1765] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.

selling any more land to the Crown, Williams had suggested that 'the survey was only the prelude to conflicting claims being established before the court, and the ultimate result the breaking up of the conquering tribe.'[1766] Also accused of unwonted (and self-serving) interference was the private surveyor J.H. Wyld who appears to have suggested to Maori that through survey liens the Crown would attempt to secure possession of the entire district. Booth's efforts to acquire some of the lands involved was another source of concern, Grindell recording that, with respect to Tuhakatupua 'and other blocks,' Booth had advanced monies to Rangitane, an act viewed by Ngati Raukawa as a recognition of Rangitane's claims. In his view, 'The advance of any money by one officer on account of, or other interference in respect of, land, the negotiations for the purchase of which have been entrusted to another, is a highly objectionable procedure.' Grindell was also perturbed by that fact that Booth had evidently fixed the price ('which is very considerable') of the land, thus compromising the Crown's ability to negotiate.[1767]

Grindell found it necessary to remind Maori that he had indicated at the outset that the Crown wished to purchase land, but, he reported, he assured them, in terms that suggested that the Crown had drawn some lessons from the Rangitikei-Manawatu debacle (then still playing out) that:

> … not an inch would be alienated without a price agreed upon and the free and full consent of all interested, and that indeed if they were to offer the whole of the land the Government would not agree to purchase it all – it was not the object of the Government to beggar them and render them homeless but to improve their condition.[1768]

In answer to charges that the Crown would employ survey charges as a means of securing the land, he reiterated the original promise that the Government would meet the costs. Indeed, in what again stood in marked contrast to Featherston's approach, Grindell reassured Maori that:

> The Government have agreed to do this not for the purpose of having a lien upon the land, but for the purpose of preserving peace and quietness amongst

[1766] Editorial, *Evening Post* 10 July 1872, p.2.
[1767] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b. Grindell's comments were cited in Editorial, *Evening Post* 10 July 1872, p.2.
[1768] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.

> you and of embarking you to settle your differences by Law. The Government objects to fighting anywhere, but more especially in the midst of European settlements, and you were very nearly coming to that a short time ago at Horowhenua. If each hapu amongst you were to employ its own surveyor, the other tribes claiming would desire to do likewise and the result would be confusion and bloodshed. To prevent this the Government was willing to step in as a mediator and employ its own surveyors to mark off the boundaries as claimed by each party, leaving the Court finally to settle all disputes.[1769]

On 2 July 1872 Grindell reported that while Rangitane were 'allies and relations of the Muaupoko at Horowhenua,' Te Peeti Te Aweawe, Hoani Meihana Te Rangiotu, and other Rangitane rangatira had made clear their disapproval of Muaupoko's opposition. Rangitane had agreed to allow surveying to proceed and the Native Land Court finally to define the boundaries. He also advised the Minister for Public Works that, on 28 June, he met Ngati Raukawa at Otaki where he had endeavoured to settle doubts they entertained over surveys of disputed boundaries, court procedures, reserves, roads, and the advantages of having settlers located near them. Confident that Ngati Raukawa would allow the survey to proceed, Grindell predicted that the survey and map would be completed by September.[1770] Muaupoko, supported by Ngati Apa and Ngati Kahungunu, were of a different mind altogether. According to Grindell, Muaupoko 'laid claim to the whole of the west coast and 'positively refused to allow the country in their locality to be surveyed, and protested strongly against the surveys of other parts of the coast at Otaki and elsewhere, declaring that the whole must be discontinued until they had given their consent.'[1771]

By way of summary, Grindell recorded that:

> … Ngatiraukawa from the commencement have been extremely forbearing and anxious to submit every dispute to the decision of the Court, whilst the Muaupokos have been extremely unreasonable, and even arrogant and imperious, protesting against and interfering with surveys in localities which have been, within my own knowledge, in the undisputed and peaceable occupation of the Ngati Raukawa for over 30 years. I believe Kawana Hunia of Ngatiapa to be their principal instigator in this line of conduct for the deliberate purpose of creating a disturbance between the tribes. The Rangitane by no means approve of this course, and are equally as anxious as

[1769] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.
[1770] Grindell to Minister for Public Works 2 July 1872, AJHR 1873, G8, pp.33-34.
[1771] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.

> Ngatiraukawa that the survey should be proceed and the whole question be settled by the Court.[1772]

Towards the end of July 1872 Grindell was back on the west coast in an effort to persuade Muaupoko to cooperate. In fact, he had arranged to meet Te Rangihiwinui now evidently keen to persuade Ngati Apa and Muaupoko to withdraw their objections to the surveys of the west coast in general and to that of Horowhenua in particular.[1773] He did not appear at that meeting, apparently on account of illness, but it appears that he may have entertained suspicions about the Government's true intent. In his evidence to the 1896 Horowhenua Commission he referred to McLean's approach 'before' the 1873 hearing:

> He had been to me before the Court pronounced anything, because he had given a lot of money to the Ngatihuia for flour and other things, and that annoyed me, because he had given that money on purpose to create a disturbance about the land. *Why did it annoy you?* – Because it was done to purchase the land … I stopped the sale of the land, and it was agreed that it should be brought before the Court; and the Ngatiraukawa put in a claim, and I was the counter-claimant.[1774]

In the absence of Te Rangihiwinui, Grindell discussed the matter with Kawana Hunia: the latter, he reported, he found 'much more reasonable' than he had expected. After some discussion, it was agreed that all boundaries claimed by all hapu would be depicted on the map under preparation: on that basis the survey would be allowed to proceed. Further, according to Grindell, Hunia had spoken kindly of Ngati Raukawa, referring in particular to the protection that Te Whatanui had afforded Muaupoko, an act that would not be forgotten. On the other hand, he referred to Ngati Toa and Te Ati Awa in terms of great rancour and bitterness.'[1775] Upon Hunia indicating that Muaupoko would allow the survey to proceed unimpeded, Grindell arranged a meeting between Muaupoko and Ngati Apa and Ngati Raukawa where Matene Te Whiwhi indicated that Ngati Raukawa 'did not object to their surveying where they chose, that they intended to leave the whole question of their right and title to be decided by English law, and that they were very glad indeed that Kawana Hunia and

[1772] Grindell to Fitzherbert 2 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.
[1773] It is worthwhile noting here that in December 1871 Te Rangihiwinui had been appointed 'a Commissioner' for the purchase of the 45,500-acre Parae Karetu. See McLean to Kemp 4 December 1871, AJHR 1873, G8, p.35.
[1774] AJHR 1896, G2, p.25.
[1775] Grindell to Fitzherbert 24 July 1872, ANZ Wellington ACIH 16046 MA13/120 /75b.

his people had at last adopted their view of the case …'[1776] For his part, Grindell attributed Muaupoko's apparent change of heart to the pressure that Rangitane had seen fit to bring to bear, and suggested that Hunia had 'made a virtue of necessity and submitted with a proper grace.'[1777]

In fact, Muaupoko remained uneasy, such that Grindell found himself again, in the middle of September 1872, attempting to persuade the iwi to allow the survey to proceed. The objections, lodged within days of the survey's completion, centred on internal divisions, Muaupoko apparently anxious in particular over the location of the northern and southern boundaries of the block that had been allocated by Te Whatanui. Grindell described the action as 'a breach of the promises' made publicly by Hunia and Kemp, and insisted that the former's conduct had been 'deceitful in the extreme' and indeed undertaken without Muaupoko's consent.[1778] The survey was completed, but it was abundantly clear that some within Muaupoko and some hapu of Ngati Raukawa were apprehensive over the apparent implications of the survey for the distribution of the land between iwi and indeed among hapu. It is possible, as Anderson and Pickens asserted, that some were confused over the precise meaning of the newly-cut survey lines.[1779] It seems more likely that they understood very clearly not only their meaning but also their wider implications.

As those internal tensions rose, both Muaupoko and Ngati Raukawa made to preserve a degree of unity as each confronted the demands and decisions of the other. While Grindell appears to have dealt with each in a transparent and candid manner, his efforts to induce Maori to take their claims to the Native Land Court and to complete a topographical survey, and the Crown's clearly expressed desire to acquire the land (thus conferring upon it a commercial value) served to augment and expose those tensions and divisions and to confer upon the matter of boundaries an importance and significance that they might not otherwise have acquired. There is little evidence that the Crown sought to exploit the tensions or to impose its will, at least in respect of the topographical survey, although it may have taken advantage of what appears to have

[1776] Grindell to Minister for Public Works 29 July 1872, AJHR 1873, G8, pp.34-35.
[1777] Grindell to Fitzherbert 26 July 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.
[1778] Grindell to Fitzherbert 26 and 27 September 1872, ANZ Wellington ACIH 16046 MA 13/120/75b.
[1779] Anderson and Pickens, *Wellington district*, p.178.

been a serious food shortage on the west coast during the spring of 1872.[1780] Otherwise, the Crown appears to have been determined to avoid the difficulties that engulfed the Rangitikei-Manawatu transaction. It made no attempt to emulate Featherston and conceal its real intentions under the mantle of peacemaker. It made no secret of its desire to purchase, just as iwi or at least some Maori through their demand for advances made none of their desire to sell.[1781] It remained the case, nevertheless, that with reference to the land lying both to the north and to the south of the Manawatu River that the Crown sought to acquire lands the ownership of which was in dispute: the difference lay in the matter of approach. It was also the case that the stance, in particular on the part of Ngati Raukawa, on the matter of land sales had changed: from their original strongly held opposition to the sale of Rangitikei-Turakina and Rangitikei-Manawatu, the iwi's general resistance had weakened: disease, high infant mortality, and economic pressures appear to have taken an increasingly serious toll of an iwi that once could point with pride to its material achievements. Almost certainly, as the number of local settlers grew, roads were constructed, transport improved, and Maori nearer the main urban centres of Whanganui and Wellington responded to the market, west coast Maori found it increasingly difficult to compete and turned to the proceeds of land sales as the most readily available option.

The Manawatu-Kukutauaki investigation

Manawatu-Kukutauaki was the name originally applied to the lands that stretched southwards from the Manawatu River to the Kukutauaki Stream and from the Tasman Sea to the crest of the Tararua Range. Primarily as a result of Grindell's efforts, noted above, by November 1872 a large number of applications for lands within the block was before the Native Land Court, as indeed were claims by Ngati Toa and Te Ati Awa for lands lying further to the south: the key claim appears to have been that brought by Akapita Te Tewe and others representing certain portions of the

[1780] For a discussion, see Anderson and Pickens, *Wellington district*, pp.182-184.
[1781] Grindell to Minister for Public Works 24 April 1872; Grindell to Fitzherbert 29 April 1872; and Grindell to Fitzherbert and Under Secretary for Public Works 19 June 1872, ANZ Wellington MA 13/120/75b.

Ngatiraukawa tribe. They claimed exclusive ownership, founded on conquest and on continuous occupation from a period anterior to the Treaty of Waitangi. The counter-claimants were Ngati Apa, Muaupoko, Rangitane, Whanganui, and Ngati Kahungunu, that is, the iwi whom Ngati Raukawa claimed to have displaced: the claim was based on take tupuna and continuous occupation.

On 5 November 1872, at Foxton (locally known as 'Sandopolis'), Judges Rogan and Smith commenced an investigation into the estimated 350,000-acre block that stretched from Paekakariki to the Manawatu. Hunia and Te Rangihiwinui immediately set out to bring the proceedings to a premature end. A few days later, an obviously agitated Grindell advised Fitzherbert that if the hearings were to proceed, Whanganui, Rangitane, and Muaupoko would declare war on Ngati Raukawa. At the same time rumours circulated in Foxton that the five tribes opposing Ngati Raukawa would not accept an adverse decision of the Court.[1782] The opposition on the part of Hunia and Te Rangihiwinui to the investigation reflected, in his view, their anxiety that Ngati Raukawa might substantiate its claim. At the same time, he added, they also ran the risk that any halt to the hearings might well be interpreted by Ngati Raukawa's allies (who included Ngapuhi and Te Arawa) as favouring Te Rangihiwinui's party to the prejudice of Ngati Raukawa.[1783]

Despite repeated 'taunts, insults, and threats,' it was apparent that Ngati Raukawa, Ngati Toa, and Te Ati Awa had decided to leave matters relating to ownership and thus the resolution of the dispute with Ngati Apa, Rangitane, and Muaupoko to the Native Land Court.[1784] The claimants did respond to Te Rangihiwinui when the latter predicted that should Ngati Raukawa secure the land they would promptly sell and return to Maungatautari, an expectation that Tamihana Te Rauparaha promptly quashed. 'We shall remain here,' he said, 'by the graves of our fathers.'[1785] By doing all possible to secure an adjournment, those opposed to Ngati Raukawa created a

[1782] Grindell to Cooper 10 November 1872, ANZ Wellington ACIH 16046 MA13/120/76.
[1783] Grindell to Fitzherbert 10 November 1872, ANZ Wellington ACIH 16046 MA13/120/75b.
[1784] 'A Native dispute,' *Wellington Independent* 18 November 1872, p.3.
[1785] 'Foxton,' *Wellington Independent* 30 November 1872, p.3. In a despatch dated 6 December 1872, Governor Bowen noted that 'There has been for more than one generation a fiercely-debated quarrel between several Maori tribes for the ownership of valuable lands near Otaki and the beautiful Lake of Horowhenua. Before the arrival of the English an internecine warfare had been carried on for many years; and it has required the constant efforts of the successive Governors to prevent these blood-feuds from breaking out afresh.' See Bowen to Kimberley 6 December 1872, AJHR 1873, A1A, p.6.

difficult dilemma for the Government and one for which it was unwilling or unable to suggest a resolution. In particular, it was acutely aware that Ngati Raukawa's opponents would not accept an *ex parte* decision, and that such a refusal would leave the dispute to fester. The decision on adjournment was left to the Court: assisted by Rangitane's decision to oppose Te Rangihiwinui's application for an indefinite adjournment, and apparently determined to resist any direction from the Government, it decided to proceed. Ngati Kahungunu also decided to appear. In those circumstances and given that Rangitane and Ngati Raukawa were apparently prepared to recognise each other's claims, Te Rangihiwinui decided to contest Ngati Raukawa's claim and duly appeared in Court on 18 November. For its part, the Court decided first to hear the tribal claims to Manawatu-Kukatauaki and then to deal with Horowhenua. The presentation of evidence took until 9 December 1872 when the Court adjourned to 4 March 1873.

The evidence

Ihakara Tukumaru opened Ngati Raukawa's case by claiming the entire block through conquest, that is, by Te Rauparaha who had subsequently gifted it to Ngati Raukawa. The latter, he attested, had arrived in 1830. He described the negotiations with the New Zealand Company and insisted that neither Rangitane, Ngati Apa, nor Muaupoko had objected to the proposed sale. He also claimed that the sale of Rangitikei-Turakina and Te Ahuaturanga had proceeded only with the consent of Ngati Raukawa. While acknowledging the challenges that Ngati Raukawa now confronted, Ihakara Tukumaru insisted that the original iwi had been conquered and the lands parcelled out by Te Rauparaha.[1786]

Hoani Meihana Te Rangiotu appeared for five opposing and closely connected and allied iwi (Whanganui, Ngati Apa, Rangitane, Muaupoko and Ngati Kahungunu) and claimed the land on the basis of ancestral connections. Somewhat unexpectedly he then announced that he wished to 'come in with the Ngatiraukawa. I do not wish to oppose them,' he added, 'they have been many years here.'[1787] Ngati Raukawa, on the

[1786] Native Land Court, Otaki Minute Book 1, pp.11-13.
[1787] Native Land Court, Otaki Minute Book 1, pp.13-14.

other hand, while prepared to admit Hoani Meihana Te Rangiotu (his wife being of Raukawa), opposed Rangitane's claim to any part of Manawatu-Kukutauaki: Rangitane promptly changed its position and announced that it would contest the claim. Meihana thus led the case for the counter-claimants: it was centred around the contention that Ngati Raukawa did not conquer the area but that their settlement followed negotiations between Te Whatanui and Rangitane and Muaupoko rangatira. He was supported by others from the five iwi.

Te Rangihiwinui endeavoured to portray Ngati Raukawa as a tribe without mana, and to present Ngati Apa, Rangitane, and Muaupoko, with the exception of the Battle of Waiorua, as anything but vanquished but rather as iwi who 'lived in independence.' Muaupoko, he claimed, had never lived under the mana of Te Whatanui 'until we commenced disputing about the land.' [1788] Kawana Hunia largely followed Te Rangihiwinui's lead, claiming, among other things, to have defeated Ngati Toa on eight occasions, and to have spared Ngati Raukawa from 'extermination' in the wake of the Battle of Kuititanga. He described the 'sale' of land to the New Zealand Company as 'improper' and 'secret,' and undertaken to enable Ngati Raukawa to secure arms and powder.[1789] Under cross–examination, he claimed 'It was not through Watanui's [*sic*] consent that we continue to live at Horowhenua.' He insisted that that 'Ngatiraukawa lived at Otaki after the fight at Haowhenua[.] Ngatitoa & Ngatiwa went away some of the Ngatiraukawa went to Horowhenua and lived with the Muaupoko & some came to Manawatu & lived with the Rangitane some went to Oroua & Rangitikei & lived there with Ngatiapa & some went to Taupo.'[1790] Finally, he claimed that Muaupoko gave land to Te Whatanui at Horowhenua 'and not any other of the Ngatiraukawa,' and that he had 'merely' heard that Rangitane, Ngati Apa, and Muaupoko had given land to other rangatira of Ngati Raukawa.[1791]

Hamuera Te Raikokiritia offered a slightly different version of events, that is, that it had been Te Whatanui who had 'induced the people in this place to live in peace and they continued to do so.' Nevertheless, he rejected claims of conquest as 'stories invented by Rauparaha & Ihakara,' and suggested that it been Te Whatanui's

[1788] Native Land Court, Otaki Minute Book 1, p.55.
[1789] Native Land Court, Otaki Minute Book 1, p.79.
[1790] Native Land Court, Otaki Minute Book 1, p.98.
[1791] Native Land Court, Otaki Minute Book 1, p.99.

intervention that had dissuaded the resident iwi from fighting' to the end. He noted that after the Battle of Haowhenua, Ngati Raukawa occupied the land between Horowhenua and Rangitikei, adding that 'They did not come to take the land they came because they were hungry after the fight at Haowhenua they came where they could grow food that is why they went to live among the Ngatiapa and Rangitane.[1792]

Kawana Hunia and Hamuera Te Raikokoritia were more concerned to deny any conquest by Ngati Raukawa rather than they were to list burial sites, cultivations, food-gathering areas, and other sites of significance. The latter, for example, claimed, in a statement that perhaps concealed as much as it revealed, that Ngati Apa 'did not fight it out to the end' with the invading iwi 'because Whatanui interposed to make peace.'[1793] Te Peeti Te Aweawe maintained that the original owners had given portions of land to Ngati Raukawa 'on account of their having kept to the original terms of the peace making.' He named those to whom land had been given as 'Ngatiwhakatere, Ngatipari, Ngati Wehiwehi, Ngati Kauwhata, Ngati Kahoro, Ngati Parewahawaha, Ngati Hua and Te Whatanui, [and] Ngati Turanga … We did not give any land to the Ngati Rakau.'[1794] Of considerable interest, too, was Te Peeti Te Aweawe's claim that a new generation of rangatira of Rangitane, Muaupoko, and Ngati Apa was challenging Ngati Raukawa's control over the lands lying to the south of the Manawatu River.[1795] Again, the attempt perhaps revealed more about relationships as they had evolved by 1840 than the three iwi would have preferred.

Witnesses for the claimants sought to counter those claims. Rangitane rangatira Huru Te Hiaro indicated that Ngati Raukawa had secured the land 'part by conquest and part by gift.'[1796] Matene Te Whiwhi attested that Te Rauparaha had stopped killing Muaupoko after Te Whatanui had established his mana over Horowhenua and over Muaupoko, He denied that the five tribes ever gave land to Ngati Raukawa and, indeed, that Ngati Raukawa ever gave land to Muaupoko at Horowhenua: as far as Te Whatanui was concerned, he claimed, Muaupoko held neither mana nor authority, 'they were nobody.' The five tribes never gained satisfaction for their defeats,

[1792] Native Land Court, Otaki Minute Book 1, pp.99-101.
[1793] Native Land Court, Otaki Minute Book 1, pp.95-99.
[1794] Native Land Court, Otaki Minute Book 1, p.109. The refusal to give land to Ngati Rakau appears to have led to a later dispute involving Tuwhakatupua.
[1795] Native Land Court, Otaki Minute Book 1, pp.109-116.
[1796] Native Land Court, Otaki Minute Book 1, pp.166-168.

demonstrating that 'they were beaten & had no mana.' Interestingly, Matene Te Whiwhi noted that while some of the evidence had secured from his parents, 'most came within my own knowledge.'[1797] He went on to note that the boundaries of the conquered lands were set by Ngati Toa before Ngati Raukawa arrived, Whangaehu being the northern boundary.[1798] Henare Te Herekau recounted past skirmishes and fights and swore that Te Whatanui had spared Muaupoko so that they might be his slaves. Francis Robinson indicated that he first arrived in the Manawatu in 1843 and in 1845 negotiated with Nepia Taratoa and others for land on the north side of the Manawatu River and with Taikaparua for land on the south side.[1799] The squatter Thomas Cook recorded that about 1843 Ngati Raukawa were 'the principal people' on the Manawatu-Kukutauaki block, 'others were living there but I understood at the time they were under subjection to the Raukawa.' He also noted that he had never heard of the five tribes objecting to the sale of Manawatu to the New Zealand Company. Without any objection from Rangitane, he had leased land from Ngati Raukawa on the south side of the Manawatu River, land that had earlier been leased by Skipworth: that lease had been the occasion of a dispute between Ngati Raukawa and Te Rangihaeta, marked by the latter driving Skipworth's sheep off the land. Finally, he noted that Ngati Raukawa had occupied the land from the Manawatu to Kukutauaki, apart, that is, from a few Muaupoko at Horowhenua.[1800]

The ruling

Early in February 1873, McDonald advised Fitzherbert that Ngati Apa was again seeking to provoke hostilities in an effort, this time, to prevent the sitting of the Native Land Court on 4 March 1873.[1801] It did not succeed and on 4 March 1873 the Court issued its ruling.[1802] The case, it held, involved a claim by Ngati Raukawa founded on conquest and continuous occupation anterior to the Treaty of Waitangi, while the five iwi claimed that the block had been inherited by them from their ancestors and remained 'in their own possession.' The Court went on to rule that

[1797] Native Land Court, Otaki Minute Book 1, pp.147-148.
[1798] Native Land Court, Otaki Minute Book 1, p.152.
[1799] Native Land Court, Otaki Minute Book 1, p.168.
[1800] Native Land Court, Otaki Minute Book 1, pp.170-171.
[1801] McDonald to Fitzherbert 9 February 1873, ANZ Wellington ACIH 16046 MA13/120/75b.
[1802] That ruling did not apply to those portions of the block the titles to which the Court had already imvestigated.

'Sections of the Ngatiraukawa tribe have acquired rights over the said block, which, according to Maori custom and usage, constitute them owners thereof (with certain exceptions) together with Ngatitoa and Ngatiawa, whose joint interest therein is admitted by the claimants.' The Court then went on to declare 'That such rights were not acquired by conquest, but by occupation, with the acquiescence of the original owners.' Who the latter were, the Court chose not to say, nor why they had apparently 'acquiesced.' The Court then went on to say 'That such rights had been completely established in the year 1840, at which date sections of Ngatiraukawa were in undisputed possession of the said block, excepting only two portions thereof [Horowhenua and Tutuwhakatupua].' Ngati Apa, Whanganui, and Ngati Kahungunu were found not to have any rights to the block 'nor any interest therein beyond such as may arise from connection with Muaupoko resident at Horowhenua or with that section of Rangitane whose claims at Tutuwhakatupa are admitted by the claimants.'[1803]

The Court thus recognised both take tupuna and take raupatu, according priority to the former: where a conquered people had been able to maintain continuous occupation, however limited, their rights took precedence. Alexander McDonald later observed that the Court provided 'for any persons of the original tribe who clung to the land and remained on it notwithstanding the incursion and overwhelming strength of the incoming tribes.'[1804] The Court also appeared to invoke the 1840 rule.

The narrative that had been advanced during the Rangitikei-Manawatu transactions and investigations was now clear, namely, that the presence of Ngati Raukawa on the west coast of the North Island could be explained, not as the result of conquest, subjection, and occupation, but as occupation with the acquiescence of the original owners. The Native Land Court, chiefly responsible for that hypothesis, never offered any extended explanation or elaboration: certainly, it never attempted to explain why the original occupants, 'the five tribes,' were, with the exception of a small number of Muaupoko at Horowhenua and Rangitane on Tutuwhakatupa, no longer resident on the block. Nor did it ever attempt to explain why the original residents should have 'acquiesced' to the occupation of their lands by Ngati Raukawa. The Court's major

[1803] Native Land Court, Otaki Minute Book 1, pp.176-178.
[1804] AJHR 1896, G2, p.72.

objective appears to have been to formulate rulings that, while they appeared to accord with at least some elements of the historical evidence, were in fact intended to try to avert conflict.

The response

Grindell recorded that Te Rangihiwinui 'turned pale and trembled …'[1805] On the other hand, the *Wellington Independent* conceded that the bulk of the evidence advanced went to show that 'the Muaupoko and other tribes occupied the territory pretty much on sufferance, if not in actual slavery …'[1806] Whanganui's *Evening Herald* recorded that the ruling 'produced a feeling of entire satisfaction' on the part of both claimants and their opponents. The Court's ruling was greeted with 'Not the slightest outburst of feeling or ebullition of anger …' It went on to suggest that the remaining 'minor details,' including definition of boundaries would not entail any difficulties. Grindell, it recorded, 'is now authorised to purchase on behalf of the Government, and has already made sundry and various advances on portions of the block hereafter to be sold.' A road would be constructed immediately, some three to five miles inland from the coast, the land on the inland side to be acquired first, leaving that on the seaward side 'for occupation as temporary native reserves and for future disposal.'[1807] The ruling, it was hoped, would bring to an end disputes over ownership, although the possibility of the General Government stepping in and ordering a complete rehearing in order to 'please a few men whose claims are merely those which were admitted by generous conquerors, and who now, believing themselves to be backed and supported by Government, are endeavouring to accomplish their ends by threats of violence,' generated some alarm.[1808]

On 10 March, the counter-claimants indicated that they would apply to the government for a rehearing, while Ngati Raukawa pressed for a definition of boundaries. On the grounds that the claim had only been partly heard and that neither party was in a position to ask for a rehearing, the Court (on 12 March) announced that

[1805] Grindell to Fitzherbert 4 March 1873, ANZ Wellington ACIH 16046 MA13/120/75b.
[1806] 'Stray notes on the West Coast,' *Wellington Independent* 3 April 1873, p.3.
[1807] Untitled, *Evening Herald* 12 March 1873, p.2. See also 'Native Land Court,' *Evening Post* 10 March 1873, p.2.
[1808] Editorial, *Evening Post* 24 March 1873, p.2.

it ‘could not see its way to make the order applied for as to do so would amount to a decision on ex parte evidence of the question of the boundaries of the land owned by Muaupoko at Horowhenua.’ The Court thus proceeded to make an order granting Ngati Raukawa the title to Manawatu-Kukutauaki excepting Tutuwhakatupua and Horowhenua, although without prejudice to Ngati Raukawa’s claims.[1809]

Conclusions

In many respects the contest over the ownership of Horowhenua constituted another phase in a campaign by the originally resident iwi to reassert ownership and regain control of those lands claimed by those who had invaded and settled in the region during the two decades preceding 1840. That contest had begun with Ngati Apa’s overtures to the Crown in 1847 and secured its first successes in the sales of Rangitikei-Turakina and Te Ahuaturanga. It was Ngati Raukawa’s position that those large land sales proceeded on the basis of a consensus or ‘agreement’ that the iwi involved had reached over a ‘general partition’ of the lands of the west coast. That consensus, it claimed, involved it relinquishing its claims to lands that lay around the margins of its rohe in return for recognition of its claims to and wish to retain the latter. Despite the clear wish on the part of the Wellington Provincial Government that the Crown acquire as much of the balance of the west coast lands as possible, the sole subsequent sale of any note, Te Awahou, took place at the wish of a section of Ngati Raukawa, the only serious opposition originating within the iwi.

The part that any consensus or agreement played in the decision of the Crown not to defer to the wishes of the Wellington Provincial Government remains unclear: what is clear is that in the early 1860s Ngati Apa restated its claim to the ownership and the right to dispose of Rangitikei-Manawatu. The iwi thus implemented a carefully considered strategy that, although opposed and contested, succeeded in its aim. The key elements that had comprised that strategy were applied, by Muaupoko and Ngati Apa, to the Horowhenua lands. Insults, bellicose threats and confrontation, and attacks on property (largely) were the main weapons of choice. The objective, too, appears to have been the same, namely to draw the Crown into a dispute with deep

[1809] Native Land Court, Otaki Minute Book 1, pp.190-191.

historical roots with a view to securing a negotiated settlement rather than being required to accept an externally imposed judicial solution. As was apparent in the case of Rangitikei-Manawatu, those claiming the Horowhenua lands were averse to having their claims subjected to formal investigation.

For Ngati Raukawa, the new campaign re-kindled fears that the Crown would again, as it had appraised the outcome of the Rangitikei-Manawatu transaction, sacrifice its claims and interests to appease the demands of two of its supportive iwi. In fact, the Crown, having absorbed, it appears, the lessons arising out of the Rangitikei-Manawatu imbroglio, first commissioned an investigation of the dispute and subsequently encouraged the disputants to refer their claims to the Native Land Court. After considering claims and counter-claims that centred on conquest, subjugation, bondage, and protection, the Court, much as it had done in the case of the two Himatangi hearings, reached for a compromise. While it upheld Ngati Raukawa's claims to Manawatu-Kukutauaki – with exception of the Tutuwhakatupua and Horowhenua blocks – it did so on the basis not of conquest but of occupation with the 'acquiescence of the original owners.'

As it had done previously, the Court eschewed some key questions. Did it really mean that the original owners had (according to the standard meaning of the term) accepted reluctantly and without protest the intrusion and settlement of others? Or did it seek to imply that such acquiescence had been in some way conditional? It was possibly significant that the Court elected not to elaborate upon the meaning of the term central to its ruling. The Court also made one other key finding, namely, that where the original owners had not been dispossessed they retained their rights and that such rights assumed precedence. That take tupuna trumped take raupatu would be restated forcefully in the Horowhenua ruling.

Chapter 11: The Horowhenua: the contest for the Horowhenua block

Introduction

The ruling of the Native Land Court in respect of Manawatu-Kukutauki left Te Rangihiwinui and Muaupoko, together with Kawana Hunia, singularly determined to assert and secure the iwi's claims to the ownership of the Horowhenua lands. In the campaign that unfolded, Muaupoko, or some sections of the iwi, found inspiration in that mounted by Kawana Hunia in respect of Rangitikei-Manawatu. In the case of the latter Ngati Apa's campaign had been founded on a calculated combination of threats of violence, overt posturing, insults, and a relationship with the Crown that the iwi had taken considerable care to establish and nurture. Ngati Apa's campaign was greatly assisted by the fact that the block remained outside the jurisdiction of the Native Land Court: the iwi set out to ensure that it remained excluded. At the same time it set out to draw the Crown into a relatively minor and contained dispute over pastoral rents with a view to proposing sale as the only effective means of resolving a dispute that had commenced with the irruption from the north.

In the case of the Horowhenua, Te Rangihiwinui and Muaupoko confronted a different set of circumstances. The lands to the south of the Manawatu River came within the jurisdiction of the Native Land Court, Ngati Raukawa was committed to a formal title investigation, and the Crown was apparently less susceptible to the pressure that Ngati Apa had managed to bring to bear a decade or so earlier. Te Rangihiwinui and Muaupoko would have to find alternative ways of securing what they considered to be redress for historic wrongs. Chapter 11 examines the Horowhenua investigation, McLean's efforts to secure a resolution to the dispute involving Ngati Raukawa and Muaupoko, and Ngati Raukawa's efforts to secure a re-hearing. It also explores briefly the partitioning of the Horowhenua in 1886: that partitioning formed the backdrop to the bitter, protracted, and costly dispute that revolved around the issues of trusteeship and ownership and the Crown's acquisition of a substantial proportion of the block.

The Horowhenua investigation

The two portions excluded from Kukutauaki were Horowhenua and Tuwhakatupua. Te Rangihiwinui again endeavoured to impede the hearing into the Horowhenua block, but on this occasion the Court decided to proceed apparently in the expectation that Muaupoko would participate, as indeed it did. The investigation opened on 11 March 1873, the Court (J. Rogan and T.H. Smith, with Hemi Tautari as assessor). Patrick Buckley appeared for Ngati Raukawa.[1810]

The evidence

At the outset, the Ngati Raukawa claimants acknowledged that Muaupoko had some rights, that Te Whatanui had defined the area reserved for that iwi, setting the southern boundary, while his son Whatanui Te Tutari had more recently set the northern boundary. The challenge to the southern boundary had been initiated by Hunia and Kemp. Ngati Raukawa sought a court order for the title to the land, although admitting that Muaupoko had claims at Horowhenua and Rangitane at Tuwhakatupa. The Court declined, on the grounds that the latter two iwi had not had the opportunity to state their cases, although it indicated that it was prepared to make an order in favour of Ngati Raukawa but excluding the land claimed by Muaupoko.[1811]

On 26 March 1873 Muaupoko, led by Keepa Te Rangihiwinui, began to present its case as counter-claimant: the general objective was to demonstrate that Ngati Raukawa had not occupied certain portions of Horowhenua. Te Rangihiwinui later admitted that his evidence had been false, that he had persuaded Kiritotara to give false evidence, while Paki Te Hunga of Ngati Pariri also admitted to perjury at the behest of his people.[1812] A great deal of Te Rangihiwinui's testimony centred on

[1810] According to the *Wellington Independent,* Buckley received 2,000 acres a large proportion of which was valued at £3 per acre. See 'Stray notes on the west coast,' *Wellington Independent* 3 April 1873, p.3. McDonald and O'Donnell put the cost at 1,000 acres. See McDonald and O'Donnell, *Te Hekenga*, p.145.
[1811] Native Land Court, Otaki Minute Book, 1, p.194.
[1812] AJHR 1896, G2, pp.2-3.

boundaries and important sites, tracks, and recent events, including the leasing of the land and Ngati Raukawa's decision to have the block surveyed. He set out the full extent of the lands claimed by Muaupoko, and denied that Whatanui had ever defined and set apart lands where Muaupoko could live under his protection.[1813] He acknowledged that he had instigated the slaughter of Hector McDonald's cattle as an attempt 'to ascertain whose was the land,' and that he had re-leased the land to McDonald, again 'to see who was in the right – whether Karanama's protection was greater than mine. Ngati Raukawa,' he noted, 'have never interfered since I leased the land and we alone have had the rent.'[1814] Of interest is that he appears not to have responded to a question posed by Buckley, to the effect that 'Were you able to resist Rauparaha Ngati Raukawa Ngati Toa Ngati Awa?' Other Muaupoko witnesses identified various sites of importance, including urupa, cultivations, and eel weirs, while insisting that their occupation had not been disturbed by either Ngati Raukawa or any other tribe.[1815]

Kawana Hunia denied that Ngati Raukawa had rights to any land other than 50 acres at Raumatangi. He insisted that all of the Whatanui's slaves had come from Ngati Kahungunu, denied that Muaupoko had ever been enslaved, and claimed that Muaupoko was a sufficiently strong tribe that 'Rauparaha bolted away naked in the night.'[1816] The last appears to have been a reference to the attack at Te Wi. Manihera Te Rau attested that Muaupoko had never been disturbed in the occupation of the land and that Whatanui's right to Raumatangi derived from a pa given to him by Taueki following the Battle of Haowhenua. Under cross-examination, he denied that Te Rauparaha had ever threatened to annihilate Muaupoko.[1817]

Ngati Raukawa concluded its case on 3 and 4 April, its chief witness being Matene Te Whiwhi. He dismissed the evidence offered by Manihera Te Rau, and went on to claim that there had been no dispute over boundaries until 1869 (when the Whanganui contingent of the Armed Constabulary found itself largely unemployed) when his wife called in a surveyor to survey the area north of the Hokio Stream. He claimed

[1813] Native Land Court, Otaki Minute Book 1, p.257.
[1814] Native Land Court, Otaki Minute Book 1, p.253.
[1815] Native Land Court, Otaki Minute Book 2, pp.4-23.
[1816] Native Land Court, Otaki Minute Book 2, p.15.
[1817] Native Land Court, Otaki Minute Book 2, pp.22-23.

that Muaupoko, since the arrival of the northern tribes, lived only in the area bounded by Waiwiri, the Hokio, the sea, and the lakes, that Muaupoko had never cultivated south of the Hokio following the arrival of the northern tribes, that Ngati Raukawa had lived on the land undisturbed, and that Ngati Raukawa had made all leasing arrangements. Tamihana Te Rauparaha set out to contradict the evidence tendered by Muaupoko and Ngati Apa. He attested to the continuity of Ngati Raukawa's occupancy. With respect to Muaupoko, he claimed, 'There few people … were preserved by Whataanu,' where Te Rauparaha 'would have killed the lot of them … The Muaupoko had no status at the time of Haowhenua they were only living as slaves,' that they 'bore the same relation to … [Whatanui] as eels in the weirs.'[1818] The rest of his testimony was intended to deny any claim on the part of Muaupoko to the land, although he acknowledged that Whatanui Tutaki did share with Muaupoko the rents arising from the lease of land to McDonald, that is, the rents generated by the lands that had been awarded to Muaupoko. Nevertheless, he added, until 1869 Muaupoko had not asserted any mana over the lands concerned and indeed had not been permitted to do so.[1819] Other Ngati Raukawa and Ngati Toa witnesses similarly claimed that disputes over the land only dated from 1869 when Te Rangihiwinui and Hunia had built Kupe and burned whare.

While the hearing was in progress Te Rangihiwinui marched his men, in full uniform, up and down outside the courtroom in what was widely interpreted as a not very subtle attempt to 'bounce' both the Native Land Court and the Government.[1820] Indeed, according to McDonald, at one stage Te Rangihiwinui rose in the Court and made it clear that unless its finding was in Muaupoko's favour he would bring 400 Whanganui warriors down to Horowhenua and that neither the Court nor the Government would 'put him off the land.' [1821] It is uncertain whether Te Rangihiwinui's attempts at intimidation had their desired effect, but a few days later, on 5 April 1873, the Native Land Court awarded Muaupoko not the widely expected 20,000 acres but 52,000 acres.

[1818] Native Land Court, Otaki Minute Book 2, pp.26-27.
[1819] Native Land Court, Otaki Minute Book 2, p.28.
[1820] In 1896 Neville Nicholson claimed that during the Horowhenua Block hearing, Te Rangihiwinui 'was to be seen dressed up in his regimental uniform, wearing his sword, and marching about Foxton.' See AJLC 1896, No.5, p.32.
[1821] McDonald and O'Donnell, *Te Hekenga*, p,142.

Further evidence: the Horowhenua Commission 1896

It will be helpful here to consider briefly some of the submissions presented to the Horowhenua Commission of 1896. Not only did they offer further insights into the narratives advanced but also into how narratives change to accommodate new developments or respond to new imperatives. In Ngati Apa's version of the region's pre-annexation history, as presented by Wirihana Hunia to the Commission, the first group to invade the Horowhenua was Te Amio Whenua expedition (1820-1822) which, having travelled down the East Coast of the North Island looked to return along the west coast: Muaupoko, it is claimed, attacked and routed the taua. That allowed Te Rauparaha to proceed south and to attack Muaupoko before he returned north to Kawhia. On his return south, Te Rauparaha arrived at the Rangitikei where he was 'succoured' by Ngati Apa before being allowed to continue to Kapiti. En route Ngati Toa killed 'an old woman belonging to the Muaupoko Tribe,' the latter exacting retribution at Papaitonga by killing 'a great number' of his people. Te Rauparaha retaliated, returned to Kapiti, and then went to 'the other side of the Manawatu, and he began to kill the people of the Rangitane and Muaupoko at Hotuiti.' Subsequently, Ngati Apa (led by Paora Turangapito) and Muaupoko fought and defeated Ngati Toa at Waikanae, but not at Waiorua where Whanganui, Ngati Kahungunu, Ngati Apa and Muaupoko were defeated. Te Rauparaha then called Ngati Raukawa to join him 'so that they should establish themselves on the land from Manawatu right on to Wellington, because he thought he had defeated the pas of the tribes of these lands, and therefore he had taken possession of them.' Te Pehi similarly sent for Te Ati Awa, Taranaki, and Ngati Ruanui. Muauapoko were subject to further attacks by Te Rauparaha, while Ngati Raukawa defeated Muaupoko at Karikari (on the Manawatu River), some being killed and some being taken prisoner. 'Those who were captured alive were saved by Te Whatanui.' At that juncture, according to Wirihana Hunia, Te Hakeke 'went to visit Te Whatanui, and when he got there peace was made between Te Whatanui and Te Hakeke.' The context in which he offered the words *suggests* that Ngati Apa sued for peace, in that case raising questions about the subsequent relationship between Ngati Apa and Ngati Raukawa.

Significantly, Wirihana Hunia went on to add that:

> Te Whatanui then released the women prisoners of Muaupoko, and let the remains of the tribe that had been scattered, owing to Te Rauparaha's fighting, collect at Horowhenua, and sent to the Muaupoko to say that peace was made. Te Whatanui's expedition came on, and came down to Horowhenua, and Te Whatanui found that Muaupoko had assembled, and he told them peace had been made. He said he had made peace with Te Hakeke and others, and had ceased to disturb Muaupoko. He would leave the killing of men to Te Rauparaha: he was not going to fight any more. 'I will cherish men instead of destroying them. Te Whatanui remained at Horowhenua and made it a permanent residence; he remained to take care of and protect Muaupoko.[1822]

He went on to describe the 'Battle of the Pumpkins' in which, despite advance warnings given by Te Whatanui, Ngati Toa and Te Ati Awa slaughtered 400 of Muaupoko and Rangitane. That appears to have marked the end of the fighting. Thus 'The Ngatiawa and Ngatiraukawa occupied the land between Manawatu and Wellington, none of the Muaupoko then remaining on the south part of these lands. There were no Muaupoko up by the Manawatu, but they had all gathered together at Horowhenua.' That assembly at Horowhenua, he indicated, took place following the advent of Christianity among the Maori peoples of the West Coast. 'After Christianity came to the land, then the Muaupoko – some of them – returned … [to Horowhenua] because peace had been made in consequence of Christianity being amongst them.' He made one other possibly important observation: when asked about the part that Te Hakeke had played 'in all the fighting,' specifically which side if any he had assisted, Wirihana Hunia indicated that he had 'joined issue with Ngatiraukawa and Ngatitoa,' and that Te Hakeke and Taiwhererua had assisted in bringing about peace.[1823]

Wirihana Hunia also attested that upon the birth of his father, Kawana Hunia, the latter's father, Te Hakeke claimed 'that the child that was born was to take charge of all these tribes [Ngati Apa, Rangitane, Muaupoko, and Ngati Kahungunu] – to take care of them. It was to look after his lands, and to reclaim those taken from them by Te Rauparaha.' Kawana Hunia, he claimed, kept all the promises that had been made in his name by his father. At that stage, Wirihani Hunia's purpose became clear: if it had not been for his father, he claimed, Horowhenua:

[1822] AJHR 1896, G2, p.48.
[1823] AJHR 1896, G2, p.48.

> ... would have been still retained by Ngatiraukawa, and their power would still be exercised over these lands. But the southern portion he did not get back, for the Ngatiraukawa were there: but all up to the Tararua Ranges Kawana recovered possession of this land here. If it had not been for my father, Kemp would have had no claim on these lands.[1824]

Some care has to be taken with Wirihana Hunia's evidence: his purpose, shaped by the circumstances that had led to the appointment of the Commission, was to emphasise the part apparently played by his father and grandfather in ensuring the survival of Muaupoko and the iwi's continued possession of Horowhenua.

Muaupoko advanced a very different account, although again it is important to bear in mind the circumstances in which and the purpose for which the evidence was offered. Te Rangihiwinui claimed that:

> The last words of … Te Whatanui were these: When Te Whatanui arrived here at Horowhenua he came to Taueki and said, "I have come to live with you – to make peace." Taueki said, "Are you going to be a rata tree that will shade me?" Whatanui said to Taueki, "All that you will see will be the stars that are shining in heaven above us; all that will descend on you will be the rain drops from above.' Taueki considered that he would give him this piece of land. Then he gave him an eel-weir named Raumatangi, and a piece of land called Mauri …[1825]

Te Rangihiwinui was clearly suggesting that Ngati Raukawa and Muaupoko had agreed to peaceful co-existence. Te Rangi Mairehau simply rejected claims that Ngati Raukawa had conquered Horowhenua. 'Ngatiraukawa made no conquests; let some women who are here of Ngatitoa speak of conquest, but not Ngatiraukawa nor Whatanui.' Te Rangi Mairehau went on to add that 'The only fighting of Ngatiraukawa was Heretaunga, and there they were defeated by Ngati Kahungungu [*sic*], and they did not fight any more.' He denied that Te Whatanui had saved Ngati Apa, Rangitane, and Muaupoko from Te Rauparaha, a claim in which he was supported by Raniera Te Whata, also of Muaupoko.[1826] Indeed, the latter claimed that when Te Whatanui arrived 'we found him fighting against Te Rauparaha.'[1827] Finally, Te Rangi Mairehau claimed not to know of any invitation extended by Te Rauparaha

[1824] AJHR 1896, G2, p.48.
[1825] AJHR 1896, G2, p.26.
[1826] AJHR 1896, G2, p.92.
[1827] AJHR 1896, G2, p.101.

to Ngati Raukawa to occupy the land and denied that 'the Muaupoko and Rangitane and Ngati Apa were rescued out of the hands of Te Rauparaha by Te Whatanui …'[1828]

In a statement presented to the Commission, Kipa Te Whatanui attested, essentially, that Te Whatanui went to Karikari and made peace with Rangitane, Ngati Apa, and Muaupoko, but that Te Rauparaha continued to launch attacks on Muaupoko. Te Whatanui then:

> … sent some slaves of his to call the Muaupoko together to come to him. The Muaupoko arrived … Taueki asked Te Whatanui 'whether he would be the sheltering rata over him. Whatanui said, 'Only the drops of rain from heaven will come on you; my hand shall not touch you.' After that, Rauparaha sent word to Whatanui that he had better destroy the Muaupoko, and Whatanui returned for answer, 'No one must climb up my backbone,' and the messenger returned and gave that message to Rauparaha. That was the end of the fighting in this place … Whatanui and the Muauapoko then resided on this land, and Whatanui thought it best to lay down a boundary between himself and the Muaupoko. Then he spoke to Taueki, and they both laid down a boundary – Tauataruru – and the Muaupoko and Whatanui resided peaceably on the land.[1829]

In that version, it was Te Whatanui who took the initiative that saw Muaupoko reassemble at Horowhenua, that Taueki had sought an assurance of protection, that Te Whatanui had defied Te Rauparaha and defined the lands on which Muaupoko could reside.

For its part the Commission concluded that:

> In the course of time, the Muaupoko were almost exterminated by … [Ngati Toa and Ngati Raukawa], and the remnant of the Muaupoko were driven either into the fastnesses of the hills, or to take refuge with the Whanganui or other tribes … The tribes which had almost destroyed the Muaupoko seem never to have permanently settled on the land; but as right was co-extensive with the power to enforce it, the right of the Muaupoko to the land was practically extinguished. It is important to bear this in mind, because, when subsequently members of the Muaupoko claim rights based on a foundation prior to their dispersion, the arguments in support of those rights are founded on an extinguished basis. The Muaupoko, having been driven practically off their land, a Ngatiraukawa chief – Te Whatanui – settled on or near the

[1828] AJHR 1896, G2, p.92.
[1829] AJHR 1896, G2, p.225.

> Horowhenua Lake … For some reason or other Te Whatanui took compassion on the remnant of the Muaupoko, and being able to speak for his own tribe, used his influence with Te Rauparaha and obtained that chief's promise not to further molest the Muaupoko. Te Whatanui then promised the Muaupoko his countenance and protection, and they gradually drifted back on to the land, where they lived under the protection of Te Whatanui.[1830]

In brief, the Commission found that Muaupoko had been invited to return to the lands they had once occupied. They did not resume ownership, rather they occupied by way of permission.

McDonald also provided an account (secured largely from his father Hector McDonald) in which Te Rauparaha granted Te Whatanui most of the land from Waikanae as far north as Whanganui and that it was Te Whatanui who conferred his protection on the small number of Muaupoko who remained and persuaded them to return to their ancestral lands of Raia Te Karaka, but as a 'subject tribe.'[1831] It was, McDonald recorded, at a meeting at which Muaupoko expressed doubt about Te Whatanui's ability to offer protection, that the latter responded with *Heoia no te mea e pa kiau ko te ua anake o te rangi*, that is 'Nothing can touch me but rain from heaven.'[1832] McDonald also set out the manner in which Te Whatanui allocated a block of 20,000 acres to Muaupoko and insisted that the latter 'occupied their limited domain through the forbearance of Ngati Raukawa, they had no rights, but only such privileges as were allowed them by the toleration of that tribe.'[1833] He went on to suggest that Muaupoko, opposed to Ngati Raukawa and anxious to exact revenge on Te Ati Awa for the slaughter that constituted the Battle of the Pumpkins, set out to establish a close alliance with the Crown: led by Keepa Te Rangihiwinui, a small band of Muaupoko warriors fought alongside the Crown's force during the wars of the 1860s. Newly confident and armed, Muaupoko, according to McDonald, set out to reassert full control of its ancestral lands, the formerly peaceful relationship between the iwi and Ngati Raukawa breaking down. In that process, Kawana Hunia would

[1830] AJHR 1896, G2, p.4. The Committee took extensive evidence from Kipa Te Whatanui, T.C. Williams, and W.T.L. Travers.
[1831] For the McDonalds, see See Anthony Dreaver, 'McDonald, Agnes and McDonald, Hector,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 12 November 2013.
[1832] McDonald and O'Donnell, *Te Hekenga*, p.17. Te Keepa Te Rangihiwinui is said to have reported those words in evidence tendered to an 1871 'Commission.' See AJHR 1896, G2, p.111.
[1833] McDonald and O'Donnell, *Te Hekenga*, pp.19-20.

play a significant part, taking advantage of the death of Te Whatanui in 1869 to claim the rents payable by Hector McDonald in respect of land that he had leased from about 1854.[1834] In that case, Kawana Hunia appears to have applied the tactic that had worked so well in the case of Rangitikei-Manawatu.

The ruling

The Court delivered its ruling on 5 April 1873. Noting that Ngati Raukawa had sought to prove an occupation 'as would amount to a dispossession of the Muaupoko,' the Court declared that it was 'unanimously of opinion that the Claimants have failed to make out their case …' In other words, Muaupoko had not been conquered, enslaved, or dispossessed. The Court did find that Muaupoko had availed itself of Te Whatanui's offer of protection 'but it does not appear that the surrender of their land by the Muaupoko was ever stipulated for as the price of that protection or that it followed as a consequence of the relations which subsisted between that Tribe and Te Whatanui.' Why then Muaupoko had sought the protection in the first place and why the iwi had not sought to expel the invader went unremarked. The Court thus found that Muaupoko had been in possession of the land at Horowhenua at the time of Te Whatanui's arrival, 'that they still occupy these lands and that they have never been dispossessed of them.' All that the Court was prepared to do was to recognise that Te Whatanui had secured as a gift a small area of land at Raumatangi and for that it was prepared to issue a certificate of title.[1835] Thus, Muaupoko secured not merely the 20,000-acre block that Te Whatanui was said to have allocated to the iwi, but extensive areas lying both to the north and the south of that block, lands long occupied by Ngati Raukawa. The iwi was, Grindell reported to Fitzherbert, 'vexed and disgusted' by the decision.[1836]

Te Rangihiwinui, on the other hand, was jubilant. At a welcome accorded the Superintendent and Bunny (while returning from Palmerston North to Wellington on the day the ruling was issued), he offered an assurance that no 'troubles' would arise over 'the land around him – the lands which had been the possessions of his fathers

[1834] Kawana Hunia Te Hakeke's mother was of Muaupoko.
[1835] Native Land Court, Otaki Minute Book 2, pp.53-54.
[1836] Grindell to Fitzherbert 9 April 1873, ANZ Wellington ACIH 16046 MA13/120/75b.

… Those lands had been usurped by the Ngatiraukawas; he had now received back through the Court but a small portion of them, and whatever course he might adopt with respect to the remaining portion would be strictly according to English law …'[1837] He made it plain that Muaupoko would take further legal steps in respect of the lands awarded to Ngati Raukawa, presumably Manawatu-Kukutauaki. Also present at that welcome were several Ngati Raukawa rangatira: Ihakara Tukumaru made clear Ngatiraukawa's disappointment over the Court's decision with respect to Te Whatanui's lands at Horowhenua, and while Matene Te Whiwi insisted that 'the only sword Ngatiraukawa would unsheath would be that of the law, not war,' his sister, Rakapa, added that 'the sword of the law was much heavier and afflictive to bear than the other.' The welcome to the Superintendent almost dissolved into a fierce contest between Te Rangihiwinui and Tamihana Te Rauparaha when it was quickly brought to a close.[1838]

The ruling was generally greeted with some astonishment.[1839] It was understood, claimed the *Colonist,* that Ngati Raukawa were the admitted owners of all the lands between the Kukutauaki Stream and the Whangaehu River, that the iwi had protected Muaupoko from Te Rauparaha who grumbled about having been deprived of 'the last of his meal,' and that Muaupoko lived with Te Whatanui as 'tributaries or semi-slaves.'[1840] Even the *Wellington Independent*, not generally well disposed towards Ngati Raukawa, recorded that the evidence clearly demonstrated that Muaupoko and other iwi had occupied the land 'pretty much on sufferance, if not in actual slavery …'[1841] Whanganui's *Evening Herald* offered a scathing account of the conduct of those involved in the proceedings. It described the latter part of the Court's proceedings at Foxton and at Waikanae as 'fruitless and expensive. Nothing really or permanently satisfactory has been accomplished, but a great deal of irremediable evil has been the result …' and went on to predict that an appeal in respect of Horowhenua would follow.[1842]

[1837] 'The Native Lands Court,' *Wellington Independent* 10 April 1873, p.3.
[1838] 'The Native Lands Court,' *Wellington Independent* 10 April 1873, p.3.
[1839] See McDonald and O'Donnell, *Te Hekenga,* p.142.
[1840] 'Muaupoko and Ngatiraukawa land dispute,' *Colonist* 13 January 1874, p.3.
[1841] 'Stray notes on the West Coast,' *Wellington Independent* 3 April 1873, p.3. See also 'Otaki,' *Evening Herald* 24 November 1874, p.2.
[1842] 'Waikanae,' *Evening Herald* 28 May 1873, p.2.

On 10 April 1873 an order was made by the Native Land Court for the issue in favour of Te Rangihiwinui of a certificate of title for the 52,640-acre Horowhenua Block. On the same day the Court issued an order for the registration of a list of 143 names as the owners of the block being members of Muaupoko, Ngati Apa, Rangitane, and Ngati Kahungunu.

Te Rangihiwinui later admitted that he had offered false testimony.[1843] For the Court, Judge Wilson testified before the 1896 Horowhenua Commission that from 1862 to 1886 'the traditions of our Court were …that anything that was necessary to redress a wrong, or what might appear to be a wrong action of the Court from causes, inside or outside of legislation, must be legislated for.' He claimed that in 1873 McLean had thanked Judge Rogan for acting outside the law so as to get the country settled,' while Rogan himself had confided to Wilson that, with respect to Horowhenua '"They will legalise what we have done."'[1844]

No other evidence was located bearing upon official interference. Nevertheless, Wilson's evidence appears to lend some support to the criticism that the Court's decision was politically motivated and driven. Perhaps the most trenchant of the critics was McDonald: he suggested that 'from the first it was evident that, according to Maori law and custom, and also according to the rulings of the Court itself in regard to the methods of determining ownership, the Muaupoko claims to further land could not be substantiated.' Te Rangihiwinui and Hunia advanced 'specious arguments' that under cross-examination 'broke down,' while the former informed the Court that in the event of an adverse ruling he would bring his 400 Whanganui warriors down to Horowhenua and resist any attempt to eject him and his people. According to McDonald, at that juncture Rogan adjourned the Court for three days and visited the land where Te Rangihiwinui indicated the boundaries he sought. The Court, he claimed, obliged, with the result that Muaupoko secured 52,000 acres rather than the 20,000 acres originally allocated by Te Whatanui. He thus concluded that:

> By no stretch of reasoning can the verdict be said to have been just … It was argued … that Te Whatanui had permitted the Muaupokos to dwell side by

[1843] See AJHR 1896, G2, p.180.
[1844] AJHR 1896, G2, p.132.

> side with him on lands he allotted specifically to them, therefore they were not conquered, but had concluded a treaty with him. But the weight of evidence of the old missionaries and traders … who knew the subordinate position held by the tribe in pre-*pakeha* and early *pakeha* days, was against this. It is only fair to say, however, that this evidence was not called at the Court of '73.' [1845]

It is worth while recording here that the *Wellington Independent* claimed that the Government, by persuading Ngati Raukawa and Muaupoko to allow the Native Land Court to investigate their respective claims, had prevented an outbreak of violence.[1846] The *Evening Post*, on the other hand, claimed that Ngati Raukawa had never sought to resolve the dispute through violence and that the iwi was well known for its disposition to act towards its 'blustering opponents with the greatest moderation and calmness, and always evinced an earnest desire to have the dispute settled amicably by arbitration.'[1847] It noted that Hunia and Te Rangihiwinui had refused to accept the decision of a number of iwi that Muaupoko should receive some 25,000 acres, and that an invitation to the Government House – where they 'feasted to their hearts' content' – failed to change their minds from securing a favourable decision through a resort to arms. That the parties agreed to refer the matter to the Native Land Court owed a great deal to Grindell's efforts and the assistance rendered by Hoani Meihana Te Rangiotu.[1848]

' Is this not an injustice?'

Ngati Raukawa quickly made clear its dissatisfaction with the Court's ruling. In April 1873, Te Watene Tiwaewae and 69 others applied to the Governor for a re-hearing 'of our land at Horowhenua for we do not understand the reason why we are despoiled of our dwelling houses, our cultivations, our pa tunas, our farms, and our permanent settlements. We have now been 46 years in the absolute possession of this land that is Horowhenua.' They also claimed, without offering any explanation, that none of their

[1845] McDonald, *Te Hekenga*, p.144.
[1846] Editorial, *Wellington Independent* 3 June 1873, p.2.
[1847] Editorial, *Evening Post* 5 June 1873, p.2.
[1848] Editorial, *Evening Post* 5 June 1873, p.2.

witnesses had appeared before the Court.[1849] In May, Te Watene Tiwaewae and 43 others appealed to McLean for a re-hearing. 'We have become like the sandpiper whose sandbanks have become obliterated by the flowing tide.' They also insisted that the 100 acres awarded 'were not fit for the occupation of man, nor would it support a rat with its young …' They claimed that 'It is only now that we understand that land taken by conquest and retained by long occupation does not give a legal right to it. But it is those lands that were taken and the owners of which were killed, made captives and enslaved by Te Whatanui and whom he thus saved that perhaps justifies the law in giving to them. Is this not an injustice?'[1850]

Horomona Toremi and others complained to Buckley that the Government had 'exalted those tribes whereby they turned against and trampled under their parents who showed kindness to them.'[1851] Smith and Rogan – who had heard the case – claimed that 'No valid ground for asking for a rehearing is even attempted to be shewn [*sic*] and we are not aware that any exists.'[1852] Ngati Raukawa (Ngati Pareraukawa and Ngati Kahoro) continued to occupy a portion of the block. In July 1873, in what appears to have been an attempt to embarrass the Government, T.C. Williams appealed to British Prime Minister Gladstone for not merely a review of the Horowhenua ruling but for an investigation into the disposition of iwi at the time of the signing of the Treaty and the Crown's purchase of the Rangitikei-Turakina, Te Ahuaturanga, and Rangitikei-Manawatu blocks, and the subsequent rulings of the Native Land Court.[1853] The various representations made by Ngati Raukawa failed to elicit any response and when Watene approached Fenton, in December 1873, the latter noted that applications for a re-hearing had to be submitted within six months: it seems unlikely that he was unaware that several applications had been lodged well within that period.[1854] On 19 December 1873, Grindell submitted a report to the

[1849] Te Watene Tiwaewae and 60 others to the Governor 21 April 1873, ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357.
[1850] Te Watene Tiwaewae and 43 others to McLean 13 May 1873, ANZ Wellington ACIH 16082 MA 75/2/14. *Supporting Documents*, pp.283-357.
[1851] Horomona Toremi and others to others to Hart and Buckley 7 May 1873, ANZ Wellington MA 75/14.
[1852] Memorandum, Rogan and Smith 3 June 1873, ANZ Wellington MA 75/14.
[1853] T.C. Williams, *A letter*. Williams appears to have assisted Ngati Raukawa to prepare the applications for a re-hearing. See AJHR 1896, G2, p.219.
[1854] Te Watene Tiwaewae and Te Puke Te Paea to Fenton 8 December 1873, ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357. Roera Hukiki and two others subsequently petitioned Parliament over the matter of a re-hearing, claiming that an application had been lodged

Under Secretary of the Native Department on Te Puke of Ngati Raukawa, recording that one of Te Puke's wives (Poha) was a Muaupoko captive, that after the conquest his father, Te Paea, and Hukiki Te Ahukarama had claimed and occupied the land from Muhunoa to Waiwiri the greater portion of which had been awarded by the Native Land Court to Muaupoko. Te Puke, he suggested, was unlikely ever to waive his claim to the land, not least since he had been exhorted by his dying father never to part with their home at Papaitonga Lake.[1855]

During December 1873, in an attempt to oust those of Ngati Raukawa still on the Horowhenua block, Kawana Huia proceeded to raze whares and destroy crops, but, prudently, returned to Rangitikei when a small group of armed Ngati Raukawa, led by Te Puke, arrived at the scene. James Booth (as Land Purchase Commissioner) persuaded Ngati Raukawa to leave the matter in the hands of the authorities although that concession was made conditional upon a prompt response from the Government on the matter of a re-hearing.[1856] On that matter, the *Evening Herald* claimed that it 'generally admitted that the decision of the last Native Lands Court, out of which all the difficulties have arisen, was unsound, but there are weighty reasons against re-opening the decision …'[1857] That did not deter Ngati Raukawa from pressing its case.

'Not a dog would bark'

That same month, December 1873, Kawana Hunia, Aperahama Tipae, and Mohi Mahu invited McLean to Parewanui to discuss the Horowhenua dispute with Ngati Apa, Muaupoko, and Rangitane.[1858] McLean appears to have declined the invitation.

---

within the time prescribed by law. The 1876 Native Affairs Committee recommended that the government inquire accordingly, noting that 'if it be ascertained that such application was duly made, it will be in the power of Government to comply with the request for a rehearing if they deem it desirable to do so.' See AJHR 1876, I4, p.23.

[1855] Grindell to Cooper 19 December 1873, ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357.

[1856] 'The Horowhenua dispute,' *Evening Herald* 18 December 1873, p.2. See also Editorials, *Wellington Independent* 15 and 17 December 1873, p.2; and 'The Horowhenua Native dispute,' *Evening Herald* 20 December 1873, p.2.

[1857] Untitled, *Evening Herald* 24 December 1873, p.2. See also Hector McDonald's account in 'The Horowhenua dispute,' *Evening Herald* 27 December 1873, p.2.

[1858] Hunia, Tipae, and Mahi to McLean 29 December 1873 ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357.

In January 1874 Hunia advised McLean that he was not depriving Ngati Raukawa of its land, but rather that it was Ngati Raukawa taking his, all the while accusing Ngati Raukawa of arson, crop destruction, theft, closing roads, and other threatening behaviour.[1859] Hunia's actions, in fact, appear not to have won the support of Muaupoko despite Ngati Raukawa's retaliatory razing of several whare belonging to the iwi. Indeed, he appears to have lost the support of Whanganui while even Te Rangihiwinui criticised his actions.[1860] The *Evening Herald* suggested that the strength of Ngati Apa:

> … consisted principally in having had the Government to back them. Dr Featherston and Mr Buller selected them to intimidate the Manawatu tribes into selling a block of land [Rangitikei-Manawatu], when they derived a factitious strength which they probably flattered themselves was real. They had then numerous allies, for every tribe of slender claims placed itself under aegis of a chief and tribe whose own claims, although stronger, were the same in kind, and had to be substantiated by a modification of the law of conquest. Hunia, who was never wanting in audacity, made the most of his position, and was as bounceable to his compatriots as he was exacting with the Government. For a long time he was accepted as an ally of the Government, and his friendship was thought to be synonymous with security on this Coast.[1861]

The journal went on to offer some trenchant criticism of Hunia's conduct during the Chute Campaign, most notably during the conflict at Okotuku, and suggested that such was his reputation that the best way of settling the dispute was a criminal prosecution. 'Not a dog,' it concluded, 'would bark at Hunia's conviction …'[1862] In fact, Hunia, together with Karaitiana Ngatara, Hapimana Tohu, and Riwai Te Amo were charged with arson and appeared in the Wellington Magistrate's Court in January 1874.[1863] Those involved offered an apology and an assurance that henceforth they would abide by the law, while in 'consideration for his past services' (of which

---

[1859] Hunia to McLean 12 January 1874, ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357.

[1860] In evidence tendered to the 1896 Horowhenua Commission, Te Rangihiwinui claimed 'It was not the Ngatiraukawa who brought this disturbance about; it was in consequence of the action of Kawana Hunia.' He also noted, no doubt with a measure of satisfaction given the subsequent dispute with Hunia, that a show of resistance on the part of Ngati Raukawa had induced him to flee. See AJHR 1896, G2, p.25. Keepa also confessed to have given false evidence to the Native Land Court during the Horowhenua hearing, out of, he claimed, friendship for Hunia: that false testimony related to the degree of unanimity amongst Muaupoko and between himself and Hunia, and over Hunia's involvement in Muaupoko affairs. See AJHR 1896, G2, p.180.

[1861] Untitled, *Evening Herald* 24 December 1873, p.2.

[1862] Hunia took strong exception to those remarks and threatened to sue their author for libel. See 'Governor Hunia feels himself aggrieved,' *Evening Herald* 3 January 1874, p.2.

[1863] 'Resident Magistrate's Court,' *Wellington Independent* 21 January 1874, p.3.

the *Evening Herald* claimed no knowledge) Hunia was treated with 'leniency.'[1864] Evidently, the government had decided that it had made its point that the law would be upheld, and concluded that Hunia's evident loss of mana was punishment sufficient.[1865]

McLean intervenes

Early in January 1874, amid rumours of impending warfare, Mete Kingi attempted to mediate, meeting Ihakara at Manawatu, Te Horo at Porotawha, Hoani and the Muaupoko at Horowhenua, Ngati Raukawa at Hokio, and Ruaparaha Karanama and all the Ngati Raukawa rangatira at Otaki on 6 January. Those most affected by the dispute declined to attend that meeting. McLean was left in no doubt that the iwi was dismayed by the judgment of the Native Land Court, although a sharp division emerged over whether the matter should be left to McLean to resolve. Anxious to dissuade those hapu disadvantaged by the Horowhenua ruling, McLean claimed that an application for a rehearing was 'beset with difficulties,' noting that six months had elapsed since the publication of the ruling so that only Parliament could authorise a new investigation. Concurrently, he expressed disappointment in Matene Te Whiwhi's apparent reluctance to play the part of peacemaker.[1866] McLean may have suspected that a body of opinion within Ngati Raukawa was not averse to confronting Muaupoko and Hunia. Matene Te Whiwhi rejected the criticism.

McLean met Ngati Raukawa again on 12 January at Otaki where he was recorded as having said that 'I was not concerned in land purchases on this side of the Manawatu, but only as far as Te Awahou Block.' He claimed not to have ignored the applications

[1864] Untitled, *Evening Herald* 24 January 1874, p.2.
[1865] McLean suggested to Fitzherbert that the fact that Hunia had 'surrendered himself to the law,' the 'orderly' way in which the iwi associated with him had assented to his so doing 'should meet with some recognition.' McLean also cited his services to the colony and to the province, the indignity occasioned by his temporary imprisonment, and the costs he had incurred: Fitzherbert accepted the suggestion that the law had been vindicated.' See McLean to Fitzherbert 22 January 1874, and Fitzherbert to McLean 24 January 1874, ANZ Wellington ACIH 16082 MA75/2/14. *Supporting Documents*, pp.283-357. See also Editorial, *Wellington Independent* 24 January 1874, p.2.
[1866] The following section is based, in part, on 'Horowhenua land dispute together with notes of meetings, 1874,' ANZ Wellington ACIH 16082 MA75/2/12, p.3. *Supporting Documents*, pp.264-282. The report was prepared by T.E. Young (Native Officer in the Native Land Purchase Department) for publication in the AJHR 1874 as G3, but did not appear.

for a rehearing, but claimed that 'When the Court decided the matter was settled: it cannot be reopened, and I acquiesce in the judgment. It is childish work to ask for a rehearing,' and then claimed that Ngati Raukawa should have pressed charges against the 'very bouncible' Kawana Hunia. In fact, McLean offered a most interesting comment, suggesting to Ihakara Tukumaru that while he (McLean) 'was always inclined to keep him [Hunia] in his place …you and Dr Featherston made him big. Perhaps he thinks the Government will support him; but as it is, I have done with him.'[1867] Horomona Toremi agreed: 'It was Dr Featherston who made Hunia big.'[1868]

Te Watene Tiwaewae (Te Whatanui's nephew) was present at that meeting on 12 January 1874. His plea was plain: 'The quarrel was not commenced by me, but by Kawana Hunia. Second, by the Court which gave my land to that man … It is for you to give me back to me my land, the land over which my fires have burnt.' He was supported by Nerehana who claimed 'this land at Horowhenua under the Treaty of Waitangi, and through long and uninterrupted residence,' while Te Puke demanded of McLean that he return his land.[1869]

McLean's response was fascinating:

> When [he insisted] the Rangitikei [-Turakina] and the Awahou Blocks were purchased by me, it was arranged that the south side of Manawatu [emphasis added], where the fires of Ngatiraukawa were burning, should be left as they [*sic*] were, but you yourselves broke through this arrangement.[1870]

In short, McLean acknowledged what the Crown had otherwise consistently denied, namely, that at the time of the Rangitikei-Turakina and Te Awahou purchases an arrangement, what was later termed a 'general partition,' had been arrived at under which the lands occupied by Ngati Raukawa to the south of the *Manawatu* River were to remain untouched. Ngati Raukawa had consistently maintained that the arrangement applied to the lands lying to the south of the *Rangitikei* River with the

[1867] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.
[1868] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.
[1869] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.
[1870] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.

exception of those limited areas to which it acknowledged that Ngati Apa had a claim. Ihakara Tukumaru (unsurprisingly, perhaps) agreed with McLean, observing that 'You speak truth when you say that the land on this side of the Manawatu River was *set apart* [emphasis added] for Ngatiraukawa as land over which their fires have burnt.'[1871]

McLean's reference (if it is assumed that he was accurately recorded) to Te Awahou is a little puzzling: all the evidence indicates that the 'agreement' had been reached, as he in fact had acknowledged, at the time of the Rangitikei-Turakina transaction. It seems more likely that the Te Awahou sale constituted the breach to which he referred, its sale at the behest of Ihakara apparently signalling the willingness of Ngati Raukawa to relax its former determined opposition to alienation. It is perhaps significant that those present did not deny, or, rather, that they were not recorded as having denied, McLean's assertion. Nevertheless, it is very clear that Ngati Raukawa and McLean did reach an accord or understanding that appears not to have been recorded, and an accord that, in McLean's judgement, Ngati Raukawa itself had violated and, presumably, opened the door to all that had followed. Why McLean had apparently never previously acknowledged that an accord had been reached is a question that cannot now be answered with any confidence. It seems at least possible that McLean had viewed it as little more than a temporary expedient intended to secure Rangitikei-Turakina: any suggestion that such had been the case would in all likelihood have gravely impaired the Crown's prospect of acquiring the Manawatu lands. The evidence suggests that he may have decided that silence was the better part of valour.

McLean went on to insist again that Horowhenua could not be re-opened and proposed that he should try to resolve the dispute. At the same time, he indicated that he would deal only with Whatanui's descendants while cautioning that his remedy must be accepted. Te Watene Tiwaewae, angry that his applications for a re-hearing had been ignored, assented, as did Hapi Te Rangitewhata for (he claimed) Ngati

[1871] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents,* pp.283-357.

Huia.[1872] Further meetings, involving those most directly engaged in and affected by the dispute, followed as a result of which Ngati Raukawa appears to have accepted that no re-hearing would take place. Young recorded that 'This it was not considered expedient to grant, as it would have unsettled the whole of the Native title to the block between Manawatu and Kukutauaki, because it would then only have been fair to the Ngatiapa and other tribes who opposed the Ngatiraukawa to have granted a rehearing in the case of this block.'[1873] McLean's opposition to a rehearing had little to do with the legal rights of the hapu involved or the strength of their case and everything to do with the Government's desire to maintain order, acquire land, and promote settlement. In any event, the evidence suggests that Ngati Raukawa generally was not disposed to risk a re-opening of the Manawatu-Kukutauaki investigation: cost, the prospect of protracted litigation, and inability to sell the lands concerned were all matters that the iwi took into account. Those most affected by the 1873 ruling appear to have decided to test McLean's resolve to settle the dispute. Ihakara Tukumaru also acquiesced but served McLean a warning that Ngati Raukawa had tired of Hunia's conduct. Hunia, he insisted, 'claims all the land from Rangitikei to Horowhenua and thence to Waikanae; we shall next find him urging a claim to Pukehou and Otaki.'[1874]

On 13 January McLean met the descendants of Te Whatanui. Te Watene Tiwaewae dated the troubles involving Horowhenua back to the death of Te Whatanui Tutaki in 1869. At that time, the mana of those descendants extended over that part of the block that lay to the south of Lake Horowhenua, while Muaupoko held the land to the north of the Lake 'and one party did not interfere with the other.' He attributed the origin of the troubles to Kawana Hunia and his disruption of the survey being conducted for Raukawa. He claimed to have tried to resolve the matter with Muaupoko, but Hunia had proceeded to construct 'Kupe' on land claimed by Te Whatanui's descendants, to enlist support from other iwi around the North Island, to move the boundary line established by Whatanui, and to claim land at Tauateruke. He recounted the sequence of events in great detail, and concluded that 'I have been very dark on account of the action of the Native Land Court, which has given my land, the land of my fathers, to

[1872] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents,* pp.283-357.
[1873] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents,* pp.283-357.
[1874] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents,* pp.283-357.

men of another tribe.'[1875] Ngawiki Taueka claimed that Richmond had asked him to take Ngati Huia's claim to the Native Land Court, that 'It was the Government that commenced the survey by asking us to go into Court.' Te Puke insisted that there had been no difficulties with Muaupoko over the matter of boundaries until a decision was made to take the matter to the Native Land Court. Nerehana similarly claimed that it had been McLean himself who had advised him, in 1869, to take the matter to the Native Land Court.[1876] Their testimony centred on the Horowhenua block rather than Manawatu-Kukutauaki. Horomona Toremi was very clear about the relationship between Ngati Raukawa and Muaupoko:

> The Muaupoko did not at that time [1841] occupy the land which they now claim; they used then to work for Whatanui; they went with Whatanui to fight against Ngatiapa. The Ngatiraukawa broke up the Ngatiapa canoes &c but did not take their pa. The Ngatiraukawa returned to Mahoenui, Horowhenua, and Muhunoa. Muaupoko in those days never contested out rights. They lived on the land set apart for them by Te Whatanui: they were an inferior tribe.[1877]

Another meeting took place at Otaki two days later, on 15 January 1874. Hapi Te Rangitewhata claimed that Muaupoko had first disputed the boundary between itself and Ngati Huia in 1855 and again in 1857 when an agreement was reached to establish the boundary midway between Te Maeru and Ngatokorua. That arrangement had endured until 1869 'when we were visited by Mr Richmond, who proposed that a new inquiry should be held.' A new agreement was made, one to which Muaupoko agreed, but, he claimed, following the intervention of Te Rangihiwinui and Hunia, the document containing the agreement was destroyed by Rangitane.[1878] What dismayed Ngati Huia was that the decision of the Native Land Court in respect of Horowhenua cut across the agreement that had been reached with Muaupoko.

Matene Te Whiwhi made his position very clear:

> Ngatitoa and Rauparaha did not make any reserves in their giving lands; portions were set apart absolutely for Ngatiawa to Ngatiawa, for Ngatiraukawa

[1875] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12, pp.6-7. Further notes relating to this meeting can be found on pp.13-16. *Supporting Documents*, pp.283-357.
[1876] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12, pp.8-9. *Supporting Documents*, pp.283-357.
[1877] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12, p.9. *Supporting Documents*, pp.283-357.
[1878] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12, p.10. Additional notes of this meeting can be found on pp.16-17. *Supporting Documents*, pp.283-357.

> to Ngatiraukawa. The portions reserved by Ngatitoa and Rauparaha for themselves were at Waikanae, Otaki, and the left bank of the river at Papaitonga and Horowhenua. They reserved these places because of the names of our ancestors, Uira, Rangihoumariri, Poaka, Poa, Watatii, Taiko, Te Iringakohe … These were kaingas about which Ngatitoa and Ngatiraukawa were angry, because the people above mentioned had been killed there. They, our fathers, are dead, but we are still angry about Papaitonga and Horowhenua, because of the bones of our fathers, which were thrown into the lake by the Muaupoko.[1879]

McLean appealed to Ngati Raukawa to abandon the pa it had constructed and 'to appeal to the law.' On the face of it, that appears to have been a strange request given the Government's lack of response to applications for a rehearing. Te Watene Tiwaewae was adamant that in the face of another attack he would 'shoot someone,' a remark made with Kawana Hunia very clearly in mind.[1880] An agreement was made to remove the palisading that had been constructed around the whare and to leave the matter to McLean to resolve.

Ngati Raukawa's narrative was very clear, namely, that Muaupoko had been allocated land and had been protected by Te Whatanui, that the arrangement had proved more or less durable until 1869, that the difficulties that had emerged were the deliberate work of Te Rangihiwinui and Hunia, and that at the request of the Government it had repaired to the Native Land Court for an investigation of title. The outcome was that, acting in deference to the Government's wish, the iwi and Ngati Huia in particular had lost the lands they had conquered and then peaceably occupied for many years.

A few days later, on 16 January 1874, the Native Minister claimed that peace had been made between Ngati Raukawa and Muaupoko.[1881] He had persuaded Te Rangihiwinui to give to Ngati Raukawa 1,200 acres (that is, in addition to the 100 acres awarded by the Native Land Court). 'It would be difficult,' recorded the *Wellington Independent*, 'to overrate the good service which the Hon Donald McLean has been able to do on this occasion.'[1882] Further, Hunia and others appeared in the Wellington Resident Magistrate's Court to answer charges of arson. Towards the end

[1879] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.
[1880] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA75/2/12. *Supporting Documents*, pp.283-357.
[1881] 'Settlement of the Horowhenua dispute,' *Evening Post* 16 January 1874, p.2.
[1882] Editorial, *Wellington Independent* 17 January 1874, p.2.

of that month Aperahama Tipae wrote to McLean demanding the 'return' of Horowhenua and the release of Kawana Hunia 'that your peace may be established.'[1883] The charges were withdrawn, the Government claiming 'that the law had been sufficiently vindicated …' [1884] McLean appears to have secured his resolution of the dispute at considerable cost. At the very end of January, Ngati Apa, meeting at Parewanui agreed to surrender all the arms furnished by the government and to settle disputes by recourse to the law. For all that, Watenene Te Ranginui maintained that it was 'necessary to prevent the Ngatiraukawa from trespassing on the land awarded to Muaupoko and Ngatiapa by the Court. The Government should survey the land so that the Maoris may not quarrel about the survey and commit other breaches of the law.'[1885]

Aorangi (or Oroua)

Also before the Native Land Court in 1873 was Aorangi, a 19,449-acre block that had been excluded from the Te Ahuaturanga and Rangitikei-Manawatu blocks. Williams named this block Oroua and suggested that it formed part of the country that Ngati Raukawa had reserved for itself and that 'most certainly belonged of right to them, and to them alone.'[1886] The block was in fact claimed by Rangitane, Ngati Kauwhata, and Ngati Apa (Ngati Tauira). In 1870 Tapa Te Whata of Ngati Kauwhata convened a meeting at Te Awahuri at which those attending agreed to a three-way division of the land, with Rangitane taking the southern portion, Ngati Apa the middle, and Ngati Kauwhata (Ngati Wehiwehi) the northern portion of the block. In 1872, Ngati Kauwhata and Rangitane appear to have offered their shares to the Crown, but that sale did not proceed. At a second runanga those attending agreed to refer the matter to the Native Land Court for an investigation of title.

[1883] Aperahama Tipae to McLean 29 January 1874, ANZ Wellington ACIH 16082 MA75/2/11. *Supporting Documents*, pp.252-263.
[1884] For an account, see 'Horowhenua land dispute,' ANZ Wellington ACIH 16086 MA75/2/12, pp.17-18. *Supporting Documents*, pp.283-357.
[1885] Stevens to Native Minister 31 January 1874, ANZ Wellington ACIH 16082 MA75/2/11. *Supporting Documents*, pp.252-263.
[1886] Williams, *A page*, pp.26-27.

In February 1873 Willis reported to the Native Minister that Hunia had held a stormy meeting at Oroua and had threatened to return with guns and drive Ngati Kauwhata off the land on which they were living, the dispute being over the felling of timber on a block, that is, Aorangi, due to come before the Native Land Court in Foxton in March. In Willis's view, McDonald's account of Kawana Hunia's stance had been 'grossly exaggerated.'[1887] Willis subsequently reported that the provocation had not been Hunia's alone, and that Ngati Kauwhata, with support from Ngati Raukawa, would resist any effort by Ngati Apa to dislodge them from their land and that they would continue with the felling of timber if only to make it clear to Hunia that they would not be intimidated or 'degraded.'[1888] Tensions clearly were running high.

The first of the Aorangi investigations took place in Te Awahou in March 1873. Ngati Kauwhata based its claim to a portion of the block upon the grounds of conquest, gift, and occupation over 30 years, Tapa Te Whata focussing in his evidence upon the boundaries of the land claimed.[1889] Hamuera Raikokiritea for Ngati Apa rejected any claim based on conquest.[1890] Rangitane admitted Ngati Kauwhata's claim over the entire block but remained committed to the proposed three-way division among Ngati Kauwhata, Rangitane, and Ngati Tauira as agreed in 1870. Kawana Hunia and Te Rangihiwinui objected to any award to Ngati Kauwhata, the former noting that he had not attended the runanga in 1870.[1891] Hoani Meihana Te Rangiotu indicated that he did not attend the 1870 runanga and voiced his objection to the arrangement that had been reached, specifically that Ngati Kauwhata and Ngati Tauira had secured 15,000 acres and Rangitane just 5,000 acres.[1892]

Kooro Te One described the proposed division as 'a fair one,' and noted that it had been 'made deliberately and with love & affection for one another and was not done with any ill feeling … We do not want all the land but that our disputings should cease and that after a fair investigation by the law our claim should be settled.'[1893]

[1887] Willis to Native Minister 10 February 1873, ANZ Wellington ACIH 16082 MA75/2/9. *Supporting Documents*, pp.231-251.
[1888] Willis to Native Minister 15 February 1873, ANZ Wellington ACIH 16082 MA75/2/9. *Supporting Documents*, pp.231-251.
[1889] Native Land Court, Otaki Minute Book 1, p.204-205.
[1890] Native Land Court, Otaki Minute Book 1, p.206.
[1891] Native Land Court, Otaki Minute Book 1, pp.207-211.
[1892] Native Land Court, Otaki Minute Book 1, pp.211-212.
[1893] Native Land Court, Otaki Minute Book 1, p.212.

The Court approved of the arrangement that the iwi had reached, and the block was partitioned and awarded to Ngati Kauwhata (Aorangi 1 or Upper Aorangi of 7,526 acres), Ngati Tauira (Aorangi 2 or Middle Aorangi of 7,000 acres), and Rangitane (Aorangi 3 or Lower Aorangi of 4,923 acres).[1894]

Ngati Apa was unhappy over that partition, sufficiently so that in August 1873 it lodged an application for a re-hearing. In October 1876, Wirihana Hunia and three others appeared in the Resident Magistrate's Court at Bulls charged with obstructing the survey of the Upper Aorangi Block awarded to Ngati Kauwhata. Two of the quartet were each fined £5 and costs, and the other two fines of £1 and costs.[1895] Ngati Apa claimed both Upper and Middle Aorangi, characterising Ngati Kauwhata as a subservient group that occupied the land on sufferance, a view that Rangitane does not appear to have shared.

A second hearing took place five years later, in Palmerston North in March 1878 where Ngati Apa, Rangitane, and Ngati Kauwhata offered conflicting accounts. Ngati Kauwhata claimed that it had conquered the land but had not exterminated the original occupiers. Nor, added Tapa Te Whata, had Ngati Apa been able to drive out the invaders.[1896] He also claimed that he had proposed the partitioning of the block, a claim supported by Hoani Meihana Te Rangiotu: the latter also noted that the 1873 partition had been voluntarily arrived at by the three iwi and that the land had been allocated not on the basis of ancestral title but occupation and utilisation.[1897]

Several witnesses appeared on behalf of Ngati Apa. Kawana Hunia claimed 'this land as having inherited it from ancestry. Tapa has no right to say he took the land by conquest. Rauparaha & Matene were those who fought against us. I took revenge … Chiefs of Ngatiapa, Muaupoko, & Rangitane made peace with Rauparaha & Rangihaeata.' He thus sought to diminish the standing of Tapa Te Whata, claiming that 'he was not of much account.'[1898] He went on to suggest that Ngati Apa had allotted land to those who had released some Ngatiapa women captives, that is to

[1894] Ngati Tauira was generally described as a hapu of Ngati Apa.
[1895] 'Southern items,' *New Zealand Herald* 21 October 1876, p.6.
[1896] Native Land Court, Otaki Minute Book 3, p.159.
[1897] Native Land Court, Otaki Minute Book 3, p.161.
[1898] Native Land Court, Otaki Minute Book 3, p.162.

Ngati Kauwhata and Ngati Wehiwehi, but that they had never given the whole of the land. He went further and claimed that Ngati Apa 'protected' Ngati Kauwhata from Muaupoko. He named the Ngati Apa hapu living in the district as Ngati Hahu, Ngati Tauira, Nagai Mamuku, Ngati Tumokai, while Ngati Rawhi, Ngati Titai, and Muaupoko 'lived and cultivated there.' The six hapu of Ngati Apa had moved to Rangitikei 'because they wanted to prevent it being a highway for war parties.' A small number of Ngati Apa had remained at Awahuri to care for cultivations.[1899] In short, he claimed, 'I am the owner of the middle and upper Aorangi and I repudiate any of these subdivisions except the Rangitane portion which is lower Aorangi which was arranged long ago.'[1900] Finally, Kawana Hunia claimed that he had been the 'principal person' in the sale of Te Ahuaturanga and Rangitikei-Manawatu blocks, in particular, that he had agreed to allow Hirawanu to 'manage' the sale of the former and that 'The land was sold in the end with the support of Ngati Apa.'[1901]

Hema Te Au attributed Ngati Apa's move to Rangitikei to the arrival of the missionaries, and insisted that Ngati Kauwhata 'worked on the land [middle Aorangi] without authority. I consider they were working under me. I was the chief. I had mana over the land … I never interfered with them because Government asked me to keep quiet.' Ngati Tauira, he added, agreed to admit Ngatikauwhata to a portion of this land 'but it was by mistake because they thought I would consent. Ngatikauwhata were workmen during my father's time down to my time.'[1902] Hamuera Raikokiritia made it plain that the block 'belonged to myself alone from my ancestors, not the rest of Ngati Apa, Ngatitauera [*sic*] were the principal owners.'[1903] He acknowledged that Hunia had been angry when he divided the land, that 'They were all angry because I gave land to Ngatikauwhata,' adding that 'I divided this land not thinking there would be any anger shown by Rangitane & Ngatiapa believing that I had full power to do.' He also acknowledged that land had been given to Ngati Kauwhata out of gratitude for the release of the women (who included his mother). Significantly, he noted that Ngati Tauira had agreed to the subdivision and not Ngati Apa as a whole.[1904] For

[1899] Native Land Court, Otaki Minute Book 3, pp.163 and 165.
[1900] Native Land Court, Otaki Minute Book 3, p.165.
[1901] Native Land Court, Otaki Minute Book 3, p.165.
[1902] Native Land Court, Otaki Minute Book 3, p.116.
[1903] Native Land Court, Otaki Minute Book 3, p.162. As noted above, Ngati Tauira was a dual-descent hapu, from Ngati Apa and Rangitane.
[1904] Native Land Court, Otaki Minute Book 3, pp.167-170.

Ngati Tauira, Kerei Te Panau indicated that he did not want the partition changed: 'I am,' he declared, 'a chief of the soil and in a position to subdivide. I consider that Kauwhata have an equal mana as myself over Aorangi.'[1905]

Te Rangihiwinui claimed the block on his own behalf and on behalf of Ngati Apa, Ngati Mawai, Ngati Tumokai, Ngati Tauira and others of Ngati Apa. He objected to the 1873 partition on the grounds that his section of Ngati Apa had 'equal rights with Ngati Tauira over the land,' pointing to tensions within the iwi.[1906] Essentially, Ngati Apa claimed that there had been no conquest, that it had gifted land, and that Ngati Kauwhata's occupation had been with its consent. It also claimed equal rights with Ngati Tauira over the block, but it was clear that Ngati Apa and Ngati Tauira did not see exactly eye to eye, and that the latter was prepared to resist the efforts of the former to disrupt the partition and lay claim to Aorangi.

For Rangitane, Hoani Meihana Te Rangiotu noted that the three iwi lived on and cultivated the land, that their occupation predated the Battle of Haowhenua, and that the block had been partitioned 'not … under ancestral title but by voluntary arrangement.[1907] He also made clear the close relationships that had developed in the wake of the Battle of Haowhenua among Rangitane, Ngati Tauira, and Ngati Kauwhata and, indeed, Ngati Raukawa.[1908] Interestingly, he referred to 'the Ngatitauera [*sic*] section of Rangitane,' suggesting that Ngati Tauira sat between Ngati Apa and Rangitane, accounting perhaps for its inclination to stand against Kawana Hunia.[1909] As for the 1873 partition, Meihana recorded that:

> The division of the land was arrived at on account of the tribes having lived together for so long – they cultivated as far up as Putaanga and then there was a blank which had not been cultivated by anyone. The three tribes worked together at Tonaroawetu. The children of those who died on the ground subdivided the land and the persons who signed the agreement had a perfect

[1905] Native Land Court, Otaki Minute Book 3, p.176.
[1906] Native Land Court, Otaki Minute Book, p,p.170-172.
[1907] Native Land Court, Otaki Minute Book 3, pp.160-161.
[1908] Morrow noted that neither Ngati Raukawa nor Muaupoko ever claimed an interest in Aorangi. See Diana Morrow, 'Iwi interests in the Manawatu, c.1820-c.1910,'(commissioned research report, Wellington: Office for Treaty Settlements, 2002) pp.34-35.
[1909] Native Land Court, Otaki Minute Book 3, p.177.

> right to divide the land. It is quite false that Ngati Kauwhata were servants of Ngati Apa.[1910]

Finally, Tapa Te Whata rejected claims that Ngati Kauwhata had ever been driven off Aorangi; he admitted the claim of Ngati Tauira, while noting that that hapu had never mentioned any other hapu of Ngati Apa as having an interest in the land; and claimed that Rangitane and Ngati Kauwhata had fought to keep Aorangi out of the Te Ahuaturanga Rangitikei-Manawatu transactions.[1911]

The Court's ruling was brief: it decided that that Rangitane, Ngati Kauwhata and a section of Ngati Tauira were entitled to the block, endorsed the 1873 partition, and made just two changes to the lists of owners.[1912]

The Ngarara block

The 45,000-acre Ngarara (formerly the Waikanae or Ngarara-Waikanae) block was also before the Native Land Court in 1873. Once occupied by Muaupoko and kindred iwi, the land was apportioned by Te Rauparaha between Te Ati Awa and Ngati Raukawa. The block was claimed by Te Ati Awa. The claim was disputed by Ngati Toa, not all of whom had moved to Porirua in the wake of the Battle of Haowhenua, while considerable disagreement centred on the boundary with Wainui. Once that matter had been settled, the Court awarded the block to Te Ati Awa. In 1874 Ngati Toa brought a claim for some 840 acres within the block, but the Court found that it (first called Ngarara and then Kukutauaki 1) had already been granted to Te Ati Awa, Ngati Toa having conquered but abandoned the land prior to 1840. The subsequent history of Ngarara, centring on the dispute over ownership between Ngato Toa and Te Ati Awa, is not traversed further in this report. A detailed examination of that dispute can be found in Anderson and Pickens. [1913]

[1910] Native Land Court, Otaki Minute Book 3, pp.179-180.
[1911] Native Land Court, Otaki Minute Book 3, pp.181-182.
[1912] Native Land Court, Otaki Minute Book 3, pp.182-183.
[1913] Anderson and Pickens, *Wellington district*, Chapter 11, pp.283-299. See also ANZ Wellington ACIH 16077 MA 70/2/4 89/2033. *Supporting Documents*, pp.192-221.

Partitioning Horowhenua

The arrangement that McLean had announced on 16 January was finalised in Wellington on 9 and 11 February 1874: Te Rangihiwinui agreed to give Ngati Raukawa 1,300 acres, 'the position and boundaries to be fixed by actual survey,' while Ngati Raukawa would also receive £1,050 in respect of Muhunoa, together with some reserves. Seranacke had endeavoured some years earlier to acquire Muhunoa but disputes among Ngati Raukawa prevented the earlier conclusion of that transaction.[1914] In December 1875 and again in April and November 1877, Ngati Raukawa pressed to have the 1,300 acres promised surveyed. On 27 April 1877, Native Minister Pollen met Ngati Raukawa, Ngati Toa, and Te Ati Awa at Otaki where the three iwi set out the 'troubles' confronting them. Pollen assured them that he would work 'to fulfil all of his [McLean's] promises.' Among those 'troubles' was Tararua (outside the Inquiry District) on which the Crown, in advance of its title investigation, had made advances to Te Rangihiwinui, Hunia and others. Pollen was adamant that the Crown had not prejudged ownership by making advances and insisted that the Native Land Court should investigate. Wi Parata was not persuaded, claiming to have seen cases 'where there was a leaning on account of the Government having entered into negotiations before the land was brought before the Court.'[1915]

The matter of the 1,300 acres remained outstanding in 1879 when Kiri Ngapera and Makere Hariata claimed that 'The reserve … is simply a promise, which is like pie-crust – easily broken,' but noted that Ngati Raukawa still looked to Te Rangihiwinui to honour the agreement reached with McLean.[1916] In July 1881, Booth recorded that while Te Ranghiwinui had certainly promised that Ngati Raukawa should have 1,300 acres, he repeatedly put off any survey. 'My impression,' he recorded, 'was that he had not informed the Muaupoko tribe & was afraid to carry out this promise. I am afraid there is nothing to be done with him in his present temper.'[1917] Muaupoko, in

[1914] 'Horowhenua land dispute,' ANZ Wellington ACIH 16082 MA 75/2/12. *Supporting Documents*, pp.264-282.
[1915] Wi Parata also noted that while the block might comprise land of little value, 'We do not value Tararua for its own sake but because our mana exists over it.' See ANZ Wellington AECZ 18714 MA-MLP1 25/s N&D1877/1881. *Supporting Documents*, pp.515-534.
[1916] 'The Horowhenua dispute,' *Manawatu Herald* 8 August 1879, p.2.
[1917] Booth to Lewis 26 July 1881, ANZ Wellington ACIH 16082 MA 75/2/14. *Supporting Documents*, pp.283-357.

fact, was disposed to challenge the 'award' but settling the matter required partitioning and that depended on Te Rangihiwinui lodging the appropriate application: until then Ngati Raukawa's occupation depended on his promise. In August 1883 Lewis advised the Native Minister that Kemp should be pressed to have the 1,300 acres defined, but a decision was taken to allow the applications for partitioning then before the Native Land Court to take their course.

The Horowhenua block was partitioned in 1886 into 14 blocks. On 25 November 1886 the Native Land Court issued an order for a block of 1,200 acres, then numbered No. 3, in favour of Te Rangihiwinui for the descendants of Te Whatanui. The latter rejected the block, and on 3 December the Court allotted No. 9 to Te Rangihiwinui as trustee for those descendants: in 1897 the Native Appellate Court found that that allotment was made to allow Ngati Raukawa to chose between No. 9 and No. 3 (finally numbered No. 14).[1918] In his evidence to the 1896 Horowhenua Commission, Te Rangihiwinui insisted that the land was intended to honour Taukei's original 'gift' to Te Whatanui. That he chose not to give up the whole of the land promised by Taueki, he attributed to Ngati Raukawa's effort to claim the whole of the land, that is, Horowhenua, on the basis of conquest.[1919]

Anderson and Pickens offer a detailed account of the 1,200-acre block and the reserves. By way of conclusion they recorded that whereas in 1873 Ngati Raukawa had claimed some 30,000 acres of Horowhenua, by 1898 it had secured less than 1,600 acres.[1920] They also noted that as a result of the Horowhenua Block Act 1896, Ngati Raukawa gained Horowhenua 11B, section 41 of 80 acres: found on survey to contain 140 acres and to include property belonging to Muaupoko, the matter was investigated in 1902. Under the Horowhenua Block Act Amendment Act 1906 the matter was referred back to the Native Land Court to determine the ownership of the land. It divided the land between Ngati Raukawa (47 acres) and Muaupoko (85 acres). In 1912, the Native Appellate Court considered the matter when the two iwi rehearsed their long-established narratives, the one claiming conquest and occupation, the other refuting conquest and denying any occupation, the one claiming that the 1873 ruling

[1918] AJHR 1898, G2A, p.184.
[1919] AJHR 1896, G2, p.189.
[1920] Anderson and Pickens, *Wellington district*, Chapter 9, pp.237-251. The conclusion is on p.251.

had been wrong, the other claiming it to have been correct. Of interest to this investigation is the fact that the Court ruled that 'there is not a particle of doubt that the Ngati Raukawa in 1840 were the absolute masterful owners of the block.'[1921] The Court accepted that Muaupoko had been protected by Te Whatanui, that its members had resided on land that he had defined and allocated, and that the iwi had otherwise exercised right of ownership only with the permission of Ngati Raukawa. The Court decided that it had 'sufficient justification for our preferring our own conclusions to those of the Court of 1873.'[1922] At the same time, it indicated that its finding applied only to the 132 acres, a small block located in the middle of the larger Horowhenua block. It claimed that under section 12 of the Native Land Claims Adjustment Act 1910, all it could consider was that block: how Ngati Raukawa managed to conquer, occupy, and retain the land when its claim to Horowhenua as a whole had been rejected in 1873, the Court elected not to say.

In search of 'justice and good government'

In 1880, Ngati Raukawa decided to try to re-open both the Rangitikei-Manawatu transaction and the 1873 Horowhenua ruling: accordingly, several petitions were addressed to the Secretary of State for the Colonies, from Henare Te Herakau and Rawiri Te Whanui, Waretini and 282 others, Matene and 263 others, and Ihakara Ngatahuna and 84 others.[1923]

Henare Te Herekau and Rawiri Te Whanui claimed that 'The Treaty of the Queen has been sight of in respect to our lands – that Treaty has been trodden upon. Our lands have passed away, passed away wrongfully.' Interestingly, they claimed that 'a portion' of Ngati Raukawa had joined with Te Rauparaha and Ngati Toa in their plans to exterminate the original residents, and that by the time Te Whatanui and the bulk of Ngati Raukawa arrived 'they adopted another plan and preserved the tribes of Ngatiapa, Muaupoko and Rangitane …' The original owners of the land had been

[1921] Native Appellate Court, Wellington Minute Book 3, pp.251-270.
[1922] Native Appellate Court, Wellington Minute Book 3, pp.271-272.
[1923] Henare Te Herekau and Rawiri Te Whanui to Governor 12 August 1880; Waretini and 282 others to Chief Secretary of the Colonies, August 1880; Matene and 263 others to Governor, August 1880; and Matene and 263 others to Governor, August 1880, ANZ Wellington ACIH 16046 MA13/25/16a.

Ngati Kahungunu but that iwi had fled to the east coast on the arrival of Ngati Toa, Te Ati Awa, and Ngati Raukawa.

The petitioners went on to claim that many Whanganui had been killed and their pa of Putikiwharanui 'overthrown' in retaliation for the deaths of Ngati Raukawa. Ngati Apa, Rangitane and Muaupoko were permitted to live among Ngati Raukawa but 'had no claim.' For the generosity displayed towards the three iwi, Ngati Raukawa had paid a heavy price whereas Ngati Toa and Te Ati Awa had killed all the original occupants of the lands stretching from Kukutauaki to Wellington and sold the land without allowing the original owners to retain any land or to receive any of the proceeds. They went on to recite their decision to allow Ngati Apa to sell the land lying to the north of the Rangitikei River, and to all Rangitane to sell Te Ahu-o-Turanga, but the lands lying to the south of Rangitikei River were 'withheld by us for Ngatiraukawa,' although it acknowledged the sale of Te Awahou. The petitioners conceded that no written document concerning the division of the land had been prepared but that all had accepted the arrangement. That arrangement had been upset by the sale of some blocks to the Crown and the 'unjust' rulings issued by the Native Land Court. The petitioners noted that, having sold their land, Ngati Apa and Rangitane had demanded of Nepia Taratoa that he share the rents with them: that decision and the fact that their ancestors had once occupied the land constituted the pretext on which the land was claimed and sold to the Crown. In short, the petitioners sought an investigation into their claims.

A second petition, dated 5 August 1880, was forwarded by Waretini Tuainuku and 282 others: it traversed the same ground and same issues, while citing Te Rauparaha's request of Te Whatanui to return with Ngati Raukawa and 'live upon my land at Whangaehu, Rangitikei, Manawatu and Otaki.' On their return Ngati Raukawa found that all the Nga morehu of the original iwi had fled into the bush and the mountains, while Te Rauparaha gave over all the lands from the Whangaehu River in the north to Kukutauaki in the south. Further, they claimed, Te Whatanui chose to disregard Te Rauparaha's direction to exterminate the 'remnants,' choosing to allow them to reside – but without mana – on certain lands. Ngati Raukawa remained in peaceful occupation of the lands until 1848 when McLean visited Samuel Williams at Otaki and sought his assistance in securing the assent of Te Rauparaha, Te Rangihaeata and

Ngati Raukawa to the sale of 'the Rangitikei and the Whangaehu.' The anger of the two rangatira notwithstanding, Ngati Raukawa agreed to the sale conditional on the lands lying to the south of the Rangitikei remaining in the hands of Ngati Raukawa. The iwi then permitted the sale of Te Ahu-o-Turanga by Rangitane and itself, without opposition, sold Te Awahou.

The petitioners went on to claim that Nepia Taratoa had agreed to award Ngati Apa a portion of the rents but that, following his death, Ngati Apa had decided to press its desire to sell the land. Whereas Ngati Raukawa had consented to the block being investigated by the Native Land Court, Ngati Apa had refused and the Government and Parliament ignored Ngati Raukawa's request for an investigation. They conceded that some of Ngati Raukawa had received purchase monies but suggested that 'some were worn out at the continuous quarrelling because the Government would not cause the title to be investigated' while others had accepted in the belief that they would not get 'justice.' They rejected the claim that although some hapu had not accepted any payment that land nevertheless had been sold by the iwi as a whole. The rulings and awards made by the Native Land Court in 1868 and again in 1869 they described as 'unjust' and indeed that the 1869 ruling in particular left them 'utterly wronged …' Their version of events involving Horowhenua followed established lines, claiming in short that the guarantees of the Treaty had not been fulfilled – while noting that the Treaty was between the Queen and Maori and that whereas Ngati Raukawa had fulfilled its obligations the Crown had not. The petitioners sought the appointment of 'some great European Chief' to conduct an investigation.[1924]

On 21 August 1880 Henare Te Herekau, Rawiri Te Whanui, Wiremu Te Whatanui, and others met the Governor and the Premier: the five petitions and letters were handed to the Governor. The latter 'intimated' that petitions to the Secretary of State for the Colonies would be sent to London, while suggesting that T.C. Williams should prepare a statement setting out precisely what the petitioners sought.[1925] That same day, Henare Te Herekau conveyed that request to Williams and set out the issues that

[1924] Waretini Taiunuku and 302 others also wrote to the Governor along very similar lines, although focussing on the Horowhenua dispute, while imploring him to act on their complaints. The file also contains two other petitions, both addressed to the Secretary of State for the Colonies.
[1925] Deputation of Ngatiraukawa Chiefs to the His Excellency the Governor 21 August 1880, ANZ Wellimgton ACIH 16046 MA13/25/16a.

he should cover, essentially that Ngati Raukawa had never been in rebellion against the Queen, that it had not fought other iwi since the signing of the Treaty and yet had had their lands taken from them unjustly, and that it sought the appointment of an external investigator.[1926] Williams complied, stressing their desire for an external investigation and the Crown's obligations under the Treaty of Waitangi, but unable to resist describing the Rangitikei-Manawatu transaction as 'fraudulent' and that their lands at Horowhenua had been 'taken from them …' adding that 'What the Maoris want is really good and honest government …'[1927]

On 21 August 1880 a Ngati Raukawa deputation met Governor Robinson as a result of which the latter agreed to forward the petitions to London.[1928] At Robinson's request, and at the direction of Ngati Raukawa, T.C. Williams prepared a covering statement.[1929] In that statement, the purchase of Rangitikei-Manawatu was described as 'fraudulent,' while Horowhenua had been taken, in effect, by force. The iwi sought the return of Horowhenua but accepted that Rangitikei-Manawatu was irrecoverable, seeking instead 'justice and good government, to know there are those over them who take an interest in their welfare.' It was a request that embodied a key element of the narrative that Ngati Raukawa had long maintained, that although it had been peaceful and law-abiding, successive governments, provincial and general, had found it convenient to minimise the iwi's claims and rights and to bow to the pressures of those considered to be its supporters.[1930] A change in governorship entailed delays and in January 1881 Ngati Raukawa presented another petition to the new Governor. The government failed to acknowledge receipt and indeed it was not until August 1881 that the petitions submitted twelve months earlier were finally forwarded to London. They were referred back to the Government: no action was taken. During July and August 1883, T.C. Williams published a 'letter' that was published in the *New Zealand Times* in the form of a series of 'advertisements' that culminated in a

[1926] Henare Te Herekau to Williams 21 August 1880, in ANZ Wellington ACIH 16046 MA13/25/16a. See also Matene Te Whiwhi to Williams 23 August 1880, in ANZ Wellington ACIH 16046 MA13/25/16a.
[1927] Williams to Governor 23 August 1880, ANZ Wellington MA13/25/16a.
[1928] 'Deputation of Ngatiraukawa Chiefs to His Excellency the Governor, Saturday 21 August 1880,' ANZ Wellington MA13/25/16a.
[1929] Henare Te Herekau to Williams 21 August 1880, ANZ Wellington MA13/25/16a.
[1930] Williams to Cardigan 23 August 1880, ANZ Wellington MA 13/16. Williams appears to have regretted some of the terminology he employed. See Williams to Cardigan 24 August 1880, ANZ Wellington MA13/25/16a.

supplement included in the *New Zealand Times* of 10 August 1883.[1931] No action followed.

The Horowhenua Commission 1896

In 1890 Kipa Te Whatanui and 76 others petitioned Parliament for the appointment of a royal commission to investigate Horowhenua.[1932] The Native Affairs Committee of 1892 recommended that the Government should 'take the whole questions affecting the Horowhenua block into their consideration, and, if possible, to institute such legislation as will finally settle all disputes in connection therewith.' [1933] The Committee made the same recommendation in 1894.[1934] The outcome, in effect, was the same, namely, no action. While the Horowhenua Block Act 1895 provided for the appointment of a commission, it was not empowered to reopen the investigation conducted in 1873. In response, Kipa Te Whatanui and 90 others of Ngati Raukawa petitioned the Legislative Council. In 1896, the Council's Native Affairs Committee, after considering a range of evidence and some witnesses (but not from among Muaupoko), concluded that 'There will always remain a constant sense of injustice in the minds of [Te Whatanui's people] unless a rehearing is granted. We are convinced that any inquiry which does not go behind the judgment of the Court in 1873 which caused all the subsequent trouble and litigation will be futile and only render confusions worse confounded.'[1935]

In brief the Committee upheld the narrative advanced by Ngati Raukawa. In its view, it had been:

> … conclusively shown that the whole country from Whangaehu to Cook Strait was conquered by Te Rauparaha about the year 1823. He afterwards invited his relative Te Whatanui, the great chief of the Ngatiraukawa, to join him in the occupation of the country. On Te Whatanui's arrival, Te Rauparaha on behalf of the Ngatitoa and Ngatiawa, formally ceded to Te Whatanui and the Ngatiraukawa all the lands from the Whangaehu to Kukutauaki, reserving to

[1931] Supplement to the *New Zealand Times* 10 August 1883, pp.2-4. A copy of the supplement can be found in ANZ Wellington MA13/25/16a.
[1932] AJHR 1890, I3, p.9.
[1933] AJHR 1892, I3, p.5.
[1934] AJHR 1894, I3, p.6.
[1935] AJLC 1896, No.5. p.2. The Committee did have before it the evidence offered by Te Rangihiwinui and Hunia to the Travers Commission in 1871, to the Native Land Court in 1873, and to the Howowhenua Commission of 1896.

> themselves the country south of that, at the same time charging Ngatiraukawa to utterly destroy the remnant of the original inhabitants. Te Whatanui, being of a merciful disposition, declined to fulfil the wish of Te Rauparaha, saying that there was room enough for his own people as well as the remnants of the original inhabitants, whom they would keep as slaves. The Ngatiraukawa chiefs then took possession of the country from Whangaehu to Kukutauaki … As Te Rauparaha continued to harass the Muaupoko, Te Whatanui collected the scattered remnants of the tribe and took them under his protection.[1936]

The Committee found that Te Whatanui had allocated part of Horowhenua to Muaupoko; that by 1870 Ngati Raukawa had occupied the land for 40 years without being disturbed; that in 1858 it had leased the open land as a sheep run, such lease not being contested until 1870; that the land allocated by Te Whatanui to Muaupoko had well understood and recognised boundaries; that the Native Land Court had been tendered false testimony; that efforts had been made to intimidate the Court; and that Ngati Raukawa subsequently had been denied the right of appeal. It also noted that terms of reference drawn up for the Horowhenua Commission meant that it could not consider its claim.

It recommended that a rehearing should take place (excluding the two blocks of 100 and 1,200 acres already awarded to Ngati Raukawa). In the Council a debate followed in which the Committee's chair (H. Williams, brother of T.C. Williams) suggested that rather than a rehearing, the Horowhenua ruling should be 'revised,' that is, that the Government should bring in legislation with a view to restoring Te Whatanui's land to his hapu, while the title of the rest of Horowhenua (excepting the Muaupoko block and those areas in Crown and private ownership) should be investigated afresh.[1937] The Committee's recommendation was opposed, partly on the grounds that to do so would re-open the Rangitikei-Manawatu transaction, and partly on the grounds that such action would disturb every Native land title.[1938] Interestingly, some members took the opportunity to defended Te Rangihiwinui against charges of perjury. Whitmore, for example, suggested that the committee had considered

[1936] AJLC 1896, No.5, p.1. Interestingly, the Committee relied in part on a paper presented by Walter Buller to the New Zealand Institute in November 1894 in which, with reference to Te Wi, he referred to Muaupoko having been reduced to 'a mere remnant, took refuge in the mountains, and never dared to impose the spell of the *tapu* on the scene of their discomfiture and entombment. No better proof could be given of the complete conquest of the Muaupoko at that time by the Ngatitoa and Ngatiraukawa than the inability of the survivors ever afterwards to enforce the observance of this rite.' The Committee also cited the findings of the Horowhenua Commission.
[1937] NZPD 1896, Vol.95, p.441.
[1938] NZPD 1896, Vol. 95, pp.443-444.

evidence that 'all went in one direction.' He went on to insist that Muaupoko had been the original proprietors and that it was Muaupoko that had granted a reserve to Te Whatanui. Swainson, on the other hand, insisted that the evidence was plain that Muaupoko had been reduced to 'utter subjection … and were simply the slaves and servants of the conquerors.'[1939]

The Horowhenua Commission offered its version of the history of the Horowhenua Block. It recorded that Ngati Toa and Ngati Raukawa 'almost exterminated' Muaupoko and the remnants of that iwi:

> … were driven either into the fastnesses of the hills, or to take refuge with the Whanganui or other tribes. The tribes which had almost destroyed the Muaupoko seem never to have settled permanently on the land; but, as right was co-extensive and co-existent with the power to enforce it, the right of the Muaupoko to the land was practically extinguished. It is important to bear this in mind, because, when subsequently members of the Muaupoko claim rights based on a foundation prior to their dispersion, the arguments in support of those rights are founded on an extinguished basis. The Muaupoko, having been practically driven off their land … Te Whatanui – settled on or near the Horowhenua Lake … For some reason or other Te Whatinui [*sic*] took compassion on the remnant of the Muaupoko, and being able to speak for his own tribe, used his influence with Te Rauparaha and obtained that chief's promise not to further molest the Muaupoko. Te Whatanui then promised the Muaupoko his countenance and protection, and they gradually drifted back on to the land where they lived under the protection of Te Whatanui … Te Whatanui died, and after his death trouble began between the Muaupoko, who asserted that the land was theirs, and members of Ngatiraukawa who had settled upon it. Houses were burned, and ultimately a Native Land Court sat in 1873, to investigate the claims of the different tribes to the ownership of, amongst other lands, what is now the Horowhenua Block. The result of the proceedings in that Court was to adjudge the Muaupoko Tribe the owners of the Horowhenua Block, with the exception of a small block of 100 acres known as Raumatangi, situated between the Hokio Stream and the Horowhenua Lake, which was declared to belong to certain representatives of … Te Whatanui … The Court of 1873 … directed a certificate of title to issue under the 17th section of 'The Native Lands Act, 1867,' in the name of Kemp, and indorsed [*sic*] on the back of that certificate the names of the persons who were found to be members of the tribe.[1940]

On that basis, Kipa Te Whatanui persisted, petitioning again in 1897 for a rehearing: the Native Affairs Committee referred the petition to 'the urgent and favourable

[1939] NZPD 1896, Vol.95, pp.433-444.
[1940] AJHR 1896, G2, p.4.

consideration of the Government.'[1941] Seddon made it clear that the Government was not prepared to accede, claiming that a rehearing would unsettle 'all Native titles,' constitute a precedent for similar claims relating to other blocks in dispute, and generate protracted litigation.[1942] Minister of Lands McKenzie insisted that the Horowhenua Block was not an 'ordinary' block:

> It was a block which had been awarded in the centre of a very large tract of country. The remnant of the Muaupoko had had this awarded to them in 1873 in opposition to the strong protests of the Ngatiraukawa. Sir Walter Buller knew, as did every one else, that at the time of the Court in 1873 Major Kemp, with a strong body of armed Natives, was encamped on or close to this Horowhenua Block, and was demanding it from Sir Donald McLean on threat of bloodshed, and was thereupon awarded it; and he knew further of the fighting, and bickering, the burnings, the threatened bloodshed in connection with the award of this land to the Muaupoko.[1943]

Ngati Raukawa never succeeded in having the investigation into the title of Horowhenua re-opened.

Conclusions

Although in the course of the Horowhenua investigation, witnesses for Muaupoko denied claims that those who had survived Ngati Toa's efforts to exterminate the iwi had sought and secured the protection of Te Whatanui and Ngati Raukawa, the iwi's conduct of the case suggested that it was not confident that the Native Land Court would adopt its version of events. That Te Rangihiwinui and others later admitted having misled the Court lends weight to the assessment. In the event, the Court appears to have been impressed less with the evidence advanced than with the threats and accompanying displays of military might that Te Rangihiwinui offered. Whereas the general expectation had been that the Court would confirm Muaupoko in the ownership of the 20,000 acres said to have been defined and allocated by Te Whatanui, it awarded the iwi a block of 50,000 acres the boundaries of which had been defined by Te Rangihiwinui.

[1941] AJHR 1898, I3, p.5.
[1942] NZPD 1898, Vol.104, p.24.
[1943] AJHR 1897, Session II, G2A, p.2.

In support of its award, the Native Land Court, having rejected Ngati Raukawa's claims of conquest and subjugation, found that Muaupoko did accept an offer – and an unconditional one at that – of protection. Why Ngati Raukawa had felt it necessary or desirable to make such offer and, more importantly, why Muaupoko had chosen to accept it, were key matters that the Court elected not to explore. The response of Ngati Raukawa to the ruling was one of dismay. The Native Land Court's decision had been made, it was suspected, with an eye to wider political considerations and possibly pressure rather than to the merits of Ngati Raukawa's claims and its legal rights. Perhaps it was as well that McLean's relief at the Court's judgment was not made public. Nor would those suspicions have been allayed by Fenton's curious failure to act on Ngati Raukawa's applications for a re-hearing. The Court itself appears to have proceeded on the assumption that Parliament would rectify any mistake it might make, while Fenton's failure suggests that he, too, was content to pass the whole matter on to Parliament. Order, stability, and settlement, all at a time when the colony's economic future pivoted on its ability to borrow foreign capital and to attract immigrants trumped Ngati Raukawa's claims.

The discussions that followed in the wake of the Court's ruling and which accompanied McLean's efforts to resolve the continuing dispute did at least have the merit of offering some invaluable insights into the circumstances surrounding the Rangitikei-Turakina transaction and the agreement reached over a 'general partition.' They also raised serious questions over the probity of the Crown when dealing with Ngati Raukawa and its rights, interests, and claims. Neither those discussions, the lengthy and eloquent petitions presented to the Crown in 1880, the findings of the Legislative Council's 1896 Native Affairs Committee, nor the conclusions of the 1896 Horowhenua Commission assisted Ngati Raukawa. The iwi never did succeed in securing a re-hearing.

Chapter 12: Railways, roads, and settlers: Crown purchasing in the Horowhenua, 1870 to c1885

Introduction

During the 1870s the Crown, employing a modified form of pre-emptive purchasing, embarked upon another round of large-scale purchases of lands owned by Maori. It was not that the established pre-emptive system lacked defenders: McLean, not unexpectedly, offered a strong defence of what he termed the 'system of government purchases' implemented by Grey and Gore Brown, and cited the settlement of the Rangitikei district as an example of the results achieved and achieveable.[1944] Also not unexpected was Mantell's attack on McLean and his record, accompanied by a prediction that Maori would resist any return to the old system of land purchases.[1945] Purchasing now would follow survey, title investigation, the determination of ownership, and the definition of interests. While private purchasing was possible (and remained so until the passage of the Native Land Courts Act 1894), the Crown sought to exclude or limit competition from private purchasers: its desire, it insisted, was to exclude the 'speculator,' long invoked as an impediment to settlement and development. That revival of Crown purchasing reached out to include the Horowhenua: Chapter 12 offers an account of the Crown's land purchasing programme in the Porirua ki Manawatu Inquiry District that accompanied and followed the title investigations of 1872 and 1873. It also contains a brief section that summarises the outcome of Crown land purchasing in the Porirua ki Manawatu Inquiry District from 1849 and makes clear the large-scale transfer of land that had taken place out of Maori or traditional ownership over the succeeding 50 years.

[1944] NZPD 1870, Vol 7, pp.512-513.
[1945] NZPD 1870, Vol 9, pp.232-234.

‘Re-illumining the sacred fire’

The land purchases of the 1870s, constituted a central element of the Fox Ministry’s ‘development plan’ for the colony.[1946] Vogel set out some of the basic ideas in his Financial Statements of 1869 and 1870 in which he announced a plan for extensive public works (roads in the North Island, railways in the South Island), large-scale assisted immigration, water supply for the goldfields, and the acquisition of lands from Maori to create for the North Island a ‘Landed Estate.’[1947] That plan was intended to relieve the state of ‘stagnation and depression’ that had followed the gold rushes of the 1860s; to ‘re-illumine’ what Fox termed ‘that sacred fire of colonisation;’[1948] to enhance internal security, including the employment of Maori on public works and what Vogel termed ‘the balancing of the numbers of the two races by a large European population;’[1949] and to stimulate private commodity export production through the provision of external economies in the form of roads, railways, ports, water supply works on the goldfields, and expanded telegraphic communication. The repayment of the large-scale capital borrowing required would be met, in large part, through the purchase and re-sale of lands owned by Maori.

Crown land purchasing in the 1870s: the legislative framework

The statutory basis of the so-called ‘Vogel plan’ was the Immigration and Public Works Act 1870. Section 34 authorised the Crown to acquire ‘any land’ in the North Island while section 35 allocated £200,000 for the purpose. The other key piece of legislation was the Immigration and Public Works Loan Act 1870 which authorised the government to raise £4 million for immigration and public works purposes.

[1946] Loveridge suggested that the Crown’s purchasing programme between 1865 and 1910 exhibited four main phases. The first comprised the ‘Immigration and Public Works Purchases’ of 1870/71-1882/83; the second, the ‘North Island Main Trunk purchases’ of 1883/84-1890-91; the third, the ‘Closer Settlement purchases’ of 1891/92-1899/1900; and the fourth, the ‘Taihoa purchases’ of 1900/01-1909/10. In the Porirua ki Manawatu Inquiry District most of the post-1870 Crown purchasing fell into the first phase. Donald M. Loveridge, ‘The development of Crown policy on the purchase of Maori lands, 1865-1910: a preliminary survey,’ (commissioned research report, Wellington: Crown Law Office, 2004).
[1947] AJHR 1869, B2, pp.2-15, and 1870, B2, pp.3-29.
[1948] NZPD 1870, Vol 7, pp.392-394.
[1949] NZPD 1870, Vol 6, p.108.

Section 42 of the Immigration and Public Works Act Amendment Act 1871 provided for the acquisition of lands owned by Maori 'for the purpose of mining for gold for the establishment of special settlements or for the purposes of railway construction.' That section also empowered the Crown to enter into arrangements for the purchase of land from Maori prior to the lands concerned having passed through the Native Land Court. Section 42 also empowered the Crown to impose restrictions on private alienation in respect of those blocks into which it had entered into negotiations for purchase or lease. That section also provided that lands had to be passed through the Native Land Court before transactions could be completed.

In the Public Works Statement of 1871, the Minister noted that the policy, under the Immigration and Public Works Act 1871, was to acquire large tracts of land for settlement purposes.[1950] Section 3 of the Immigration and Public Works Act 1873 allocated a further £500,000 for Maori land purchase (including £150,000 in the Wellington Province and £50,000 in the Taranaki Province). Concurrently, the government formed a land purchase branch and appointed land purchase agents to operate throughout the North Island. As Native Minister for the period from 1869 to December 1876, Donald McLean assumed overall control and direction of the Maori land purchasing programme.[1951] The land purchase provisions of the Immigration and Public Works Acts thus marked the re-entry of the Crown into the purchasing of lands owned by Maori. That major reversal of policy was justified on the grounds that the Crown needed to create a public estate to support its large-scale capital borrowing programme; to secure for the state the appreciation in land values which it was confident would follow the construction of roads and railways; to ensure the spread of closer settlement, to extend the Crown's territorial reach, and to improve the colony's internal security. [1952]

[1950] AJHR 1871, B2A, p.12. The Native Land Purchase Department had been abolished in 1865 and hence nominal or partial responsibility for the purchase of lands from Maori was assigned to the Minister of Public Works. Control passed from the Minister of Public Works to the Minister of Native Affairs in 1873: a Land Purchase Branch was formed within with the Department of Native Affairs. See AJHR 1874, E3, p.11.

[1951] McLean was Native and Defence Minster in the Fox Ministry 1869-1870, and Native Minister in the Waterhouse (1872-1873), Fox (1873), Vogel (1873-1875) Pollen (1875-1876), Vogel (1876), and the Atkinson Ministries of 1876 and 1876-1877.

[1952] NZPD 14, 1873, pp.138 and 1242. With respect to improving internal security, Belich employed the term 'swamping.' See James Belich, *Making peoples: a history of the New Zealanders from Polynesian settlement to the end of the nineteenth century*. Auckland: Penguin Press, 1996, pp.249-257.

Although many Maori were unhappy over the restrictions imposed on private alienation, and although the Government's political opponents attacked them, McLean insisted that it was essential to defend the 'public interest' against the depredations of land speculators and the end of 'progressive settlement.' The Crown, he claimed, somewhat disingenuously, was 'not asking for any monopoly: it was open to private individuals to acquire Native territory, and why should it not be equally open to the Government to make such purchases?'[1953] During a debate on the Public Works and Immigration Bill 1873, McLean claimed that allowing private individuals to purchase land from Maori was more likely to lead to trouble and conflict than if the Crown did so; that only the Crown was able and prepared to promote 'sound and progressive settlement.' Choosing to overlook the debacle into which the Crown's efforts to acquire the Rangitikei-Manawatu block had descended, McLean went on to insist that 'There could not possibly be any safer or more satisfactory method of acquiring Native lands than by making the Government responsible for the results of its acquisition, and for the security of tenure of those settled upon it … If the North Island was to be made suitable for settlement, if they were to have colonization upon a systematic plan, inevitably the Crown alone must be responsible for the acquisitions made.'[1954] Further, he noted – in a statement that would have come as a surprise to many west coast Maori – that 'The Government in no case completed the purchase of any land until the necessary preliminaries had been gone through in the Native Lands Court.'[1955]

The Native Land Act 1873 furthered the directions charted by the Native Lands Act 1865 by eliminating any remaining possibility that titles might be issued to named tribes and firmly establishing the principle of individual ownership. On the other hand, it abolished the troublesome ten-owner rule by stipulating that the names of all owners were to be entered on 'memorials [rather than certificates] of ownership' and their shares defined. The assignment of shares to all owners meant that individuals, irrespective of chiefly and collective wishes, and indeed without the knowledge of other owners, could sell their undivided shares. The Act contained other important changes, among them section 49 which allowed owners to agree to an outright sale of

[1953] See, for example, NZPD, 1872, Vol 13, p.154 and pp.255-258.
[1954] NZPD 15, 1873, p.1243.
[1955] NZPD 9, 1870, pp.21-23.

land at any time. Further, whereas by section 50 of the Native Lands Act 1865 the initiative for partitioning lay with the owners of the lands concerned, by section 107 of the Native Land Act 1873 – which dealt with inchoate agreements for sale and purchase – the Native Land Court could initiate an investigation of title to and interests in any block, and was empowered to:

> … make such orders, either for the completion of the agreement upon such terms and conditions as the Court shall think fit, or for the apportionment of the land between the parties interested therein in such manner as the Court shall think equitable, or for the repayment by the Natives who shall be found to have received such money …or it may by such order declare that such land or any part thereof has been duly ceded to Her Majesty …

Subsequent amendments of section 107 empowered the Native Minister to apply to the Native Land Court to have Crown interests defined and the land concerned vested in the Crown.[1956] What the Native Land Act 1873 failed to do was to respond to concerns raised by Maori over the Crown's alleged willingness to engage in secret dealings, to deal with reputed rather than established owners, and to enter into purchase negotiations prior to title determination. Parliament declined to sanction the sale by public auction of lands owned by Maori after titles had been defined.[1957]

Two further Acts completed the legislative framework, namely, the Government Native Land Purchases Act 1877 and the Native Land Act Amendment Act 1877. In 1877 John Sheehan, Native Minister in Grey's recently appointed ministry described the results of the previous several ministries' Maori land purchasing programme as 'most unsatisfactory' and as having secured 'the least possible result with the largest amount of money.' The new Government, he announced, would complete McLean's purchasing programme and then 'retire from the field as land purchasers on a large scale.' [1958] He went on to claim that the Government 'consider it proper under existing circumstances to leave private persons to be the chief operators in the purchase of Native land.' Describing the Native Land Act 1873 as 'a failure,' he insisted that the Native Land Court had become 'the servant' of the Native Department, that in practice 'the Court itself has simply become a machine which has been used to help

[1956] See section 6 of the Native Land Act Amendment Act 1877.
[1957] D.V Williams, *Te Kooti tango whenua: The Native Land Court 1864-1909.* Wellington, 1999, p.261.
[1958] NZPD 1877, Vol. 24, p.316; and 1877, Vol 27, pp.230-240.

the Government to secure a large quantity of Native land in the North Island.'[1959] In explaining the change of policy, Sheehan cited the financial resources required for purchasing, and increasing difficulty of acquiring land 'because the Native people can find private purchasers who will give two, three, and four times the price the Government will give, and it is not to be expected that the Natives will let the Government have their land for 2s 6d per acre when private persons are willing to give 10s.'[1960] It is worthwhile recording here that, according to Ormond (who had taken charge of the Land Purchase Department following McLean's death in 1877), the Atkinson Government had already abandoned many proposed purchases as 'there had been no arrangement made which properly bound either the Native people or the Government …' It is not entirely clear what Ormond meant, but it seems likely that he was referring to advances and the liens securing them. He also noted that a decision had been made not to undertake any new purchases, and that steps were to be taken to recover monies advanced to Maori land owners.[1961]

To give effect to the government's new policy, Native Minister John Sheehan introduced a Government Native Land Purchases Discontinuance Bill: it finally emerged as the Government Native Land Purchases Act 1877. Section 2 of that Act in fact strengthened the power of the Crown to exclude private purchasers and marked an about-turn by the Ministry. The Crown thus had at its disposal three key purchasing tools: first, the right to negotiate for the purchase of lands before title had been determined and relative interests defined; second, the right to acquire individual interests; and, third, the power to exclude private competition. The other important measure passed in 1877 was the Native Land Act Amendment Act 1877. Section 6 provided that 'The Native Minister may at any time cause application to be made to the Native Land Court to ascertain and determine what interest has been acquired by or on behalf of Her said Majesty …' The Crown thus had the power to bring blocks before the Native Land Court for determination of title.

The about-face by the Grey Ministry over Maori land purchases played a major role in its defeat at the hands of the 'free-traders' and its replacement by the Hall Ministry

[1959] NZPD 1877, Vol. 27 p.236.
[1960] NZPD 1877, Vol. 27, p.236.
[1961] NZPD 1877, Vol. 27, pp.517-522.

in which John Bryce served as Minister of Native Affairs.[1962] While critical of his predecessor's policies, and in particular of the purchasing methods employed by the Crown, nevertheless, Bryce opposed unfettered free trade. The new ministry was in fact divided over the issue of Maori land but its withdrawal from purchase negotiations was prompted largely by its growing financial difficulties that followed the collapse of the land boom in 1879. By June 1883, the government had 'relinquished' negotiations in respect of 57 blocks (576,440 acres) by withdrawing proclamations issued under the Government Native Land Purchases Act 1877. Further, another 478,283 acres 'reverted' to their Maori owners as the Crown (acting under section 6 of the Native Land Amendment Act 1877) applied to have its interests partitioned out of the blocks involved.[1963] The government also set out to complete selected purchases while declining to enter into new purchasing negotiations. The result was that the area of land under negotiation for purchase contracted sharply over the period from 1878 to 1885.

The Wellington Provincial Government's land purchasing plans

The Wellington Provincial Government was to the fore in pressing the General Government to resume large-scale land purchasing within the Province. [1964] The exact relationship, with respect to land purchasing, between the two governments was not explored, but it appears that provincial authorities identified the desired blocks while Native Department staff undertook the purchase negotiations. Further, the Wellington Provincial Government appears to have supplemented the funds allocated by the General Government to land purchase. The Public Works Statement of 1872 recorded that negotiations were in train for the purchase of a large area between Whanganui and Waikanae, the owners having applied to the Native Land Court to determine proprietorship before selling to the Crown.[1965] As the Native Land Court prepared to open its investigation into Manawatu-Kukutauaki, Superintendent Fitzherbert

[1962] See Sheehan in AJLC 1879, Session II, No.6, p.3. Stone attributed the fall of the Grey Ministry to this about-face, the advocates of free trade in Maori land believing that such lands 'were the sacred preserve of private speculators on which the state had no right to lay impious hands.' See R.C.J. Stone, 'The Maori lands questions and the fall of the Grey Government,' *New Zealand Journal of History* 1, 1, April 1967, p.56.
[1963] AJHR 1886, G6, pp.1-2.
[1964] This section is based in part on Anderson and Pickens, *Wellington district*, pp.203-211.
[1965] AJHR 1872, B2A, p.14.

reminded Grindell (on secondment from the Native Department to the Wellington Provincial Government) that the Provincial Government wished, in the first instance, to acquire 250,000 acres in a block that extended from the crest of the Tararua Range to the line of the new road intended to link Wellington and the Manawatu. The balance of the land, between the road and the coast would be left in Maori hands, its owners offered the well-established assurance that construction of the road would enhance its value. The Provincial Government allocated £30,000: with the General Government prepared to advance just £10,000, Fitzherbert turned to the New Zealand and Mercantile Agency Company for a loan to cover the shortfall of £20,000. That increased the pressure to effect the purchases quickly at least cost so that the land could be moved into the market at an enhanced price. That pressure lay behind Fitzherbert's concern over Te Rangihiwinui's delaying tactics during the Manawatu-Kukutauaki hearing and his subsequent determination to press for a re-hearing, and over the likely boundaries of the Horowhenua block and their relationship with those of the block that the Provincial Government wished to acquire.

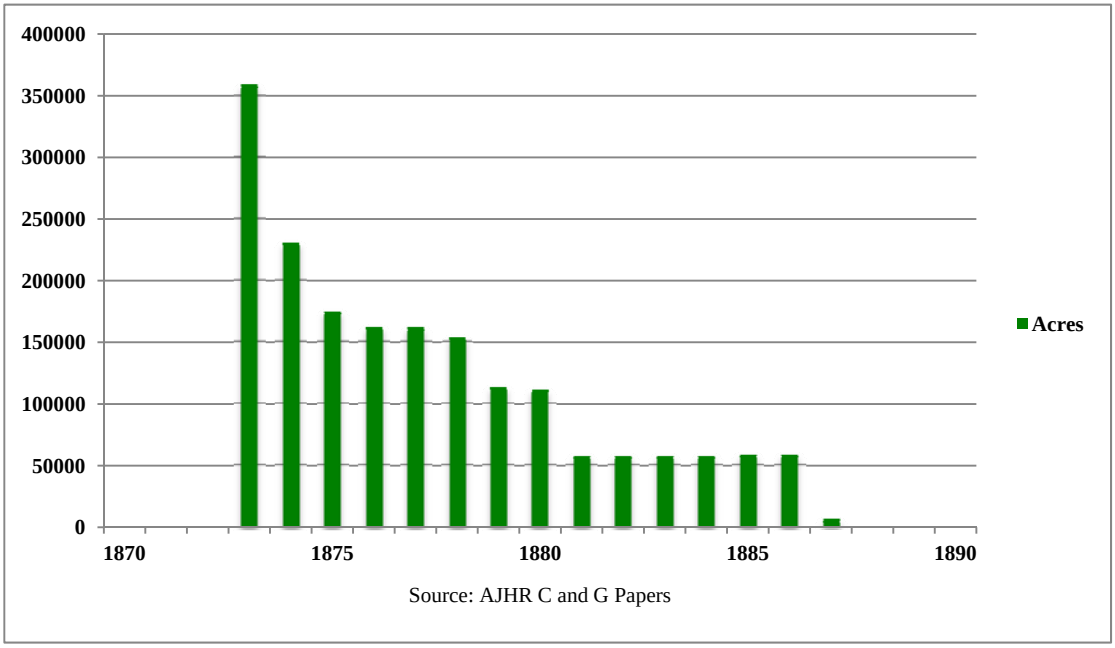
Further complications emerged as hapu of Ngati Raukawa moved to partition Manawatu-Kukutauaki, a development that would, in Grindell's assessment, encourage 'speculators' to make offers that would 'embarrass the Government and cause vexatious complications.'[1966] Making advances, he added, carried the risk that Te Rangihiwinui might accuse the Government of having pre-judged the outcome of the re-hearing that he still sought. The other complication with which he had to deal, Grindell reported, was the possibility that the Court would award certificates of title to collectivities rather than individuals: under section 17 of the Native Lands Act 1867 lands awarded in the name of iwi remained inalienable until subdivided.[1967]

Crown land purchasing in the Inquiry District

In seeking to acquire land from Maori, the Crown followed a number of key steps. Having selected the lands that it wished to acquire, the Crown's first step was to issue proclamations under section 42 of the Immigration and Public Works Act 1871.

[1966] Grindell to Fitzherbert 17 March 1873, ANZ Wellington MA13/120/75b Part 2.
[1967] Grindell to Fitzherbert 9 April 1873, ANZ Wellington MA13/120 /75b Part 2.

Indeed, in February 1872, it issued a proclamation that encompassed most of the north-western section of Wellington Province: it was cancelled in October 1872. Graph 12.1 employs data published in the *Appendices, Journals of the House of Representatives* to set out the area within the Porirua ki Manawatu Inquiry District that the Crown claimed to have under negotiation for purchase. The large area given for 1873 appears to have been that covered by the proclamation issued in February 1872 but later cancelled. In December 1874, notifications were issued in respect of 55 blocks in Wellington Province.[1968] Subsequently, during 1875, notifications were issued in respect of the 5,500-acre Himatangi block awarded to Parakaia Te Pouepa and his people, and in respect of Tuwhakatupua 1 and 2.[1969]



Graph 12.1: Area under negotiation for purchase, Porirua ki Manawatu Inquiry District, 1870 to 1890

Section 42 of the Immigration and Public Works Act Amendment Act 1871 empowered the Governor, with respect to lands owned by Maori that the Crown desired to acquire, to declare his intention to do so: the effect of such declaration was to render it illegal for any person to purchase or acquire any right, title or interest, or

[1968] 'Intention to enter into negotiations for the purchase of Native lands in the Province of Wellington,' *New Zealand Gazette* 68, 24 December 1874, pp.853-855.
[1969] 'Notice of intention to purchase Native land,' *New Zealand Gazette* 1, 7 January 1875, pp.16-17; and 'Negotiations for purchase of Tuwhakatupua Block,' *New Zealand Gazette* 48, 26 August 1875.

contract for the purchase of such land. The Crown's practice was to make advances on the lands concerned and secure liens accordingly.[1970] Thus towards the end of April 1873, Grindell advised Fitzherbert that, as blocks passed through the Native Land Court, liens were secured on account of advances made.[1971] Turton, for example, recorded that in June 1872 a deed of lien was taken over the interest of Hoani Taipua in Manawatu-Kukutauaki 2C, the sum involved being £41 14 6.[1972] In July 1872, James Booth furnished a report covering his purchases during the first half of 1872.[1973] He listed 'Aorangi,' some 7,000 acres acquired from Rangitane and Muaupoko; Taonui, the area of which had still to be established, but lying to the south of Aorangi between the Oroua and Manawatu Rivers, again from Rangitane and Muaupoko; Tuwhakatupua, the area of which similarly remained to be defined, from Rangitane, Muaupoko, and Ngati Raukawa. In each case, the owners had accepted £200 and agreed to complete the sale upon securing a Crown title.[1974]

In March 1873, that is, following the issue of the Manawatu-Kukutauaki ruling, Grindell advised Fitzherbert that he proposed making advances, 'without a definite price being stated,' on various blocks as they passed the Court, the objective being to thwart 'private speculators.' Such advances, for which he required £1,500, would be secured by liens.[1975] Several weeks later, the *Wellington Independent* reported, in April 1873, that such was the expenditure on food and drink that the several hundred Maori attending the Te Awahou sittings of the Native Land Court were 'very impecunious.' It went on to suggest that 'It was through knowing this probably that

[1970] Such advances were otherwise known as earnest money, or earnest penny, Arle's penny, or God's silver. Strong objections were in fact raised to the practice, also known as tamana or ground-bait. See, for example, NZPD 1876, Vol 22, pp.437-440. In 1877 Ngati Whakatere and Ngai Tutaiaroa petitioned Parliament in respect of five blocks of land in the Manawatu district, claiming that, whereas only the names of 50 owners had been entered on the certificates issued under the Act of 1873, there were in fact 250 owners. They objected to the advances paid to those 50 named individuals, as well as to the price being offered. The Native Affairs Committee decided that the matters raised 'should receive the attention of the Government.' See AJHR 1877, I3, p.45. In 1877, at Otaki, Native Minister Pollen made it clear that advances would no longer be paid on land that had not passed through the Native Land Court See R. Ward to Under Secretary, Native Department 25 May 1877, AJHR 1877, G1, p.21.
[1971] Grindell to Fitzherbert 21 April 1873, ANZ Wellington ACIH 16046 MA13/120/75b.
[1972] Turton, *Deeds*, pp.138-139.
[1973] Dreaver noted that James Booth 'had a reputation for guileful and pushing [land purchase] methods,' so much so that Woon once accused him of endangering the peace. Anthony Dreaver, *Horowhenua County and its people: a centennial history.* Palmerston North: Dunmore Press for the Horowhenua County Council, 1984. p.89.
[1974] AJHR 1873, G8, p.28.
[1975] Grindell to Fitzherbert 17 March 1873, ANZ Wellington ACIH 16046 MA13/120/75b.

the Provincial Government sent up about £15,000 … to Mr Grindell to advance to the natives in anticipation of any sales they may make …'[1976]

By the end of April 1873, Grindell reported that he had secured liens in respect of Manawatu-Kukutauaki 2 and 3, and that he had partly executed liens over Manawatu-Kukutauaki 7A, 7B, 7C and Manawatu-Kukutauaki 4A, 4C, and 4D. He also expected to secure liens over Manawatu-Kukutauaki 4B and 4E, and on substantial blocks at Ohau and Muhunoa. Even then, he indicated, boundaries of the blocks had still to be settled.[1977] By the end of April 1873, therefore, the Province had acquired just 76,000 acres out of the desired 250,000-acre block. Following Grindell's suspension for an alleged assault, Wardell took over responsibility for land purchasing. Wanganui's *Evening Herald* claimed that 'The suspension of the only officer adapted … for dealings with the natives was a step the results of which will yet be felt.' His successor, it suggested, found it 'simply impossible' to emulate his predecessor's 'uniformly honest' approach to Maori.[1978] Within a few weeks Wardell was replaced by James Booth.[1979] His efforts were facilitated by the continuing passage of lands through the Native Land Court, accompanied by surveys, certificates of title, and lists of owners.

In his address opening the 27th Session of the Wellington Provincial Council in May 1874, Superintendent Fitzherbert noted that the General Government had allocated £500,000 to Maori land purchase: of that sum, £150,000 had been allocated to Wellington Province. The Provincial Government, he claimed, during the past 12 months, had:

> … cooperated with the Hon D. McLean, in endeavouring to acquire territory. I attach so much importance … to the speedy extinguishment of the native title

[1976] 'Stray notes on the West Coast,' *Wellington Independent* 3 April 1873, p.3.
[1977] Grindell to Fitzherbert 24 April 1873, ANZ Wellington MA13/75B Part 4.
[1978] 'Waikanae,' *Evening Herald* 28 May 1873, p.2. The charge against Grindell was subsequently withdrawn. Contemporary accounts of the proceedings at Foxton were highly criticial of 'dealers' of all descriptions who had set out 'to reap a harvest.' See, for example 'Stray notes on the West Coast,' *Wellington Independent* 3 April 1873, p.3. Grindell died in 1900. See 'Obituary,' *Press* 10 March 1900, p.6.
[1979] Booth arrived in New Zealand in 1852 in connection with the Church Missionary Society and settled, in 1856, at Pipiriki on the Whanganui River. In 1865 he was appointed resident magistrate in Whanganui and at Gisborne in 1883. He died 14 May 1900. See 'Obituary,' *Auckland Star* 7 June 1900, p.8.

> over certain tracts of country that I wish that I were able to report that more rapid progress had been made. The negotiations which have been going on more or less, during the last three years, for the country between Waikanae and the left bank of the Manawatu, are now I hope, after repeated adjournments of the Land Court, drawing to a close.[1980]

Crown purchasing was assisted by the partitioning of Manawatu-Kukutauaki among hapu and families: the complications surrounding attempts to acquire large blocks from iwi appear largely to have been avoided.[1981] Those partitions ranged from 200 to some 10,000 acres, and the number of owners from about ten to some 200. Booth was confident that the purchases he was completing would eventually comprise 'a considerable estate,' and indeed, in June 1876 reported that he was 'in hopes that the purchase of the whole block [from Manawatu to Waikanae] will be completed before the end of next year.'[1982] His optimism appears to have been inspired in part by Ngati Raukawa's decision not to support a proposed inter-iwi league that would have had included among its objectives preventing both the sale or lease of land and the construction of roads and railways.[1983]

In June 1877 Booth offered a useful summary of the position reached, with respect to Crown purchasing. According to Booth, the Crown had, between 1871 and June 1877, acquired nine blocks in the 'Waikanae' district, a total of 40,675 acres at an average of 1.78s per acre; 24 blocks in the 'Otaki' district, a total of 51,059 acres at an average of 2.76s per acre; and eight blocks in the 'Manawatu' district, a total of 11,9632 acres at an average of 4.72s per acre.[1984] Negotiations were in train for other blocks, among them ten in the 'Manawatu district with a total area of 89,312 acres on which just over £2,354 had been paid with another £10,845 required to complete purchase; and eight blocks in the 'Otaki' district totalling 15,059 acres on which £1,177 had been paid and for which an additional £911 was required.[1985] Booth also listed 16 blocks with a total area of over 70,000 acres and on which advances had been made, but in respect of which various difficulties existed in the way of purchase.

[1980] 'Speech of his Honor the Superintendent on opening the twenty-seventh session of the Provincial Council,' *Wellington Independent* 1 May 1874, p.1.
[1981] According to Anderson and Pickens, by the 1880s Manawatu-Kukutauaki had been subdivided into over 100 named blocks. See Anderson and Pickens, *Wellington district*, p.207.
[1982] Booth to Under Secretary, Native Department 30 June 1876, AJHR 1876, G5, p.12.
[1983] Dreaver, *Horowhenua County*, pp.89-90.
[1984] AJHR 1877, G7, pp.18-19.
[1985] AJHR 1877, G7, pp.20-21.

For most he proposed accepting refunds. They included the 52,000-acre Horowhenua block, most of the 'claimants' proposing to retain the land. Another block was described as remote from other Crown purchases, and another as having been leased by the owners.[1986]

Payment of advances by the Crown did not always deter private purchasers. Thus, in November 1873, Booth advised Fitzherbert that 'private speculators were only too ready to make advances on demand of Native owners on the chance of ultimately obtaining possession of coveted portions of the [Manawatu-Kukutauaki] Block.'[1987] In order to provide the Crown with greater security for advances made, section 2 of the Government Native Land Purchases Act 1877 provided that where the Crown had paid any money for the purchase of land owned by Maori, 'it shall not be lawful for any other person to purchase … such land.' The Crown promptly issued notifications in respect of all those blocks on which it had made advances: the total was 168,442 acres, including the 52,000-acre Horowhenua block, while the sum advanced amounted to almost £5,146.

By 1883, as the government's financial position deteriorated, proclamations had been withdrawn from and purchase negotiations relinquished in respect of 11 blocks in the Porirua ki Manawatu Inquiry District. Table 12.1 sets out the details. The total area from which proclamations were withdrawn was just over 16,068 acres: of that area, 2,800 acres were set apart as reserves. In addition a large number of blocks reverted to their Maori owners out of blocks dealt with under section 6 of the Native Land Act Amendment Act 1877, that is, blocks from which the Crown's interests had been excised. A large number of those blocks were subsequently acquired by the Wellington and Manawatu Railway Company.

[1986] AJHR 1877, G7, 1877, pp.21-22.
[1987] Booth to Fitzherbert 25 November 1873, ANZ Wellington ACIH 16046 MA13/120/75b.

Table 12.1: Blocks from which proclamations withdrawn and purchase negotiations relinquished, Porirua ki Manawatu Inquiry District, by 1883

Blocks	Withdrawn unconditionally: acres	Withdrawn as Native reserves: acres
Whirokino	4971	
Paruauku 1	147	
Wairarapa 1	200	
Waihoanga 4 Part		50
Waihoanga 4A	430	
Muhunoa 4		100
Manawatu-Kukutauaki 4A		650
Manawatu-Kukutauaki 4C		1000
Manawatu-Kukutauaki 4E		1000
Manawatu-Kukutauaki 2G	415	
Middle Aorangi	7105	

Source: AJHR 1883, G6, p.14

The purchase of Waitapu

In addition to the Horowhenua lands, the Crown also set out to acquire a block that lay along the northern reaches of the Inquiry District, namely, Waitapu.[1988] Wilson suggested that it was Kawana Hunia who 'ingeniously discovered' that, as the result of a survey error, the Crown failed to pay for a section of the Rangitikei-Manawatu block. [1989] Hunia appears to have discovered that the boundary of Rangitikei-Manawatu ran from the Waitapu Stream to Parimanuka instead of to Umutoi as the surveyors had it. Morrow noted that Ngati Hauiti, Ngati Hinemanu, and Ngai Te Upokoiri were also involved.[1990]

The creation of the so-called 'Waitapu Reserve' appears to have been the result of McLean's efforts to define the northern boundary of the Rangitikei-Manawatu block. Early in 1872, in a telegram to Wellington's Superintendent, William Fitzherbert, McLean made clear his desire, as part of his effort to ensure that the Crown secured

[1988] This section draws on T.J. Hearn, 'Taihape Inquiry District. Sub-district block study – southern aspect,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2011), pp.244-254.
[1989] J.G. Wilson, *Early Rangitikei.* Christchurch, 1914, p.243.
[1990] See Morrow, 'Iwi interests.' See also Paula Berghan, 'Block research narratives for Aorangi and Waitapu, 1873-1930,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2003); and Vince O'Malley, '"A marriage of the land?" Ngato Apa and the Crown, 1840-2001: an historical overview,' (commissioned research report, Wellington: Crown Forestry Rental Trust, 2005).

quiet possession of Rangitikei-Manawatu, to have the inland boundary of that block between Waitapu and the Oroua River defined so that further purchases in the district might be undertaken.[1991] He advised Fitzherbert that:

> The settlement of the inland boundary of the Rangitikei-Manawatu Block appeared to me to be of such imminent importance to the peaceable occupation of the district that I have spared no exertion or trouble in deciding on a boundary which would protect the interests of the Province [Wellington] and at the same time satisfy the Native claimants. After repeated and lengthy discussions with the Natives, most of whom were not parties to the original sale of the land, I proposed that a line should be drawn half-way between Umutoi and Pariroa, and thence to the Waitapu, which is the inland boundary of the purchase on the Rangitikei River.[1992]

A new survey was conducted by John Knowles of Marton, the outcome being the creation of a new 29,484-acre 'Waitapu Reserve' or 'Waitapu Block.'

Little appears to have taken place with respect to the block until March 1875 when Aperahama Tipae wrote to Native Minister McLean urging him to reject any offer to sell Waitapu and advising him against making any advances, observing that 'If you do so, and that secretly to any person, then your own laws will be condemning you.'[1993] Clearly he was acutely suspicious that the lands he considered to be his would be sold without his knowledge.[1994] In February 1877 Kawana Hunia asked Under Secretary Clarke whether he and Buller had 'settle[d] about the Crown grant for Waitapu and Umutoi. He added that he would 'shortly go and settle with Renata Kawepo in order that the portion to be set apart for the moneys advanced by you and Sir Donald McLean may be defined.'[1995] A few weeks later, in early March 1877, Utiku Potaka took up the matter of Puhangina, Te Umutoi, and Waitapu with the government: in particular he requested that the names of Arapeta Potaka and Rawinia Potaka should be inserted into the Crown grant for the Waitapu reserve and the grant itself forwarded to him. He added that '… the persons whose names are inserted by Hunia

[1991] D. McLean to W. Fitzherbert ? 1872, AJHR 1872, G40, p.13.
[1992] D. McLean to William Fitzherbert 6 February 1872, AJHR 1872, G40, p.14.
[1993] Aperahama Tipae, Whangaehu to Native Minister 15 March 1875, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[1994] Aperahama Tipae, Whangaehu to Native Minister 5 October 1875, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[1995] Hunia Te Hakeke, Parewanui to Under Secretary, Native Department 2 February 1877, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.

should have their interest in his portion, that is at Waitapu between Rangitikei and Kiwitea, the portion between Kiwitea and Oroua belongs to me and my party.' He concluded by observing that:

> … let this be done at once in order that I may be clear how to act with respect to Otamakapua, however that we may all be clear how to discover some means for the settlement of Otamakapua. However our wish is to have the question of the title to Otamakapua thoroughly gone into.[1996]

In May 1877 Hamera Ngapuru Te Raikokiritia of Parewanui announced that he wanted the block divided and two grants issued.[1997] Hamera subsequently indicated that he wanted no more than ten grantees named, five of Ngati Apa and five of Renata Kawepo's hapu. He was informed that a grant for Waitapu would not issue until 'the whole question has been decided according to law.' Utiku Potaka was informed similarly.

The following month, June 1877, Utiku Potaka informed Clarke that he proposed visiting Wellington and wished to see him with respect to Waitapu, Puhangina, and Umutoi. He went on to add that:

> I strongly object to the action taken by Kawana Hunia in the matter of the Waitapu Grant because he was the principal seller of the Rangitikei-Manawatu block in which this land Waitapu was included. On my representing the matter to Sir Donald McLean it was decided to cut the boundary line midway between Pariroa and the Umutoi but I wanted it taken from Waitapu to Pariroa, ultimately it was agreed to have it taking the line midway between Pariroa and Te Umutoi. No other member of the Ngatiapa discussed the question of this boundary with the late Sir Donald McLean, I did it alone. I therefore consider that I am the proper person to deal with this Crown Grant & not Kawana Hunia who is acting deceitfully for he sold this land.[1998]

The record fell silent again until August 1879 when Kawana Hunia informed Native Minister Sheehan that:

[1996] Utiku Potaka, Pourewa to Under Secretary, Native Office 8 March 1877, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[1997] Hamera Ngaouru Te Raikokiritia, Parewanui to Under Secretary, Native Land Purchase Department 21 May 1877, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[1998] Utiku Potaka, Pourewa to Under Secretary, Native Land Purchase Department 4 June 1877, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.

> Do you and Dr Buller make final arrangements about the Twenty seven thousand acres of Waitapu, possession of which was given into my hand by Sir D. McLean and I, thereupon, caused Pariroa to fall to Sir D. McLean. Do you complete arrangements about that place, so that Renata and myself may be clear, it being about to be sold to your Government.[1999]

In October 1879, Booth informed Native Minister Bryce that he required immediately the sum of £14,742 for the purchase of 29,484 acres at 10s per acre, being what he described as the southern portion of Otamakapua returned to Maori by McLean 'when he altered the inland boundary of the Rangitikei-Manawatu … block in 1872.' According to Bryce, it was 'highly desirable that this block should be acquired previous to the final payment on the Otamakapua block and the amount required will therefore be provided as soon as required.'[2000] Bryce subsequently reminded Booth that the purchase of Waitapu was 'the key to the larger block [Otamakapua].'[2001]

Booth appears to have considered asking the Native Land Court to consider Waitapu together with Otamakapua. Asked for his opinion, Buller, as 'Counsel for the Crown,' was adamant that 'the matter does not admit of one moment's doubt,' and went on to observe that:

> The Court has no jurisdiction whatsoever over this land & no amount of consent would have clothed it with a power unknown to the statute. The Waitapu Reserve is part of the Rangitikei-Manawatu Block over which the Native Title was extinguished by Gazette proclamation in 1869. It was one of the numerous reserves afterwards made by Sir Donald McLean to allay the discontent in the district & the machinery provided by the legislature for giving legal effect thereto was the Rangitikei-Manawatu Crown Grants Act 1873. Some doubt existed as to what particular natives were entitled to the land under McLean's promise & the issue of the Waitapu Grant was delayed in consequence. I proposed to the late Native Minister that a Royal Commission should issue to a Judge of the Native Land Court or some other person to ascertain and report who of the rival claimants were so entitled in order that the act might take effect. It seems to me however that the present is a very favourable opportunity for acquiring the estate for the Crown on the same terms as Otamakapua to which indeed it is the natural key. In the event of a purchase the govt should obtain a deed of release executed by both the

[1999] Kawana Hunia to Native Minister, August 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2000] James Booth, Land Purchase Officer, Wellington to Native Minister 10 October 1879, and note by Native Minister 10 October 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2001] Native Minister to James Booth 17 October 1879, ANZ Wellington ACIH 16046 MA13/99/58d.

> contending parties. This would get rid of McLean's promise & the reserve could then be dealt with as ordinary waste lands of the Crown.[2002]

No evidence has thus far been located to show that Waitapu was designated a 'reserve' and it certainly does not rate any specific mention in the extensive claims for compensation that the Province of Wellington brought against the General Government.[2003]

What the available file does indicate is that on 21 October 1879 Booth made a payment of £10 to Kawana Hunia on account of Waitapu, while towards the end of that month Booth reported that he had paid £7,371 to Renata Kawepo and 'the Upokoiri portion of the persons to whom Sir Donald McLean gave the land.' The balance, that is, a further £7,371, would be paid to Aperahama Tipae and Ngati Apa who were 'very anxious to take over the money and sign [the] deed.'[2004] Booth was instructed to ensure that he secured Kawana Hunia's consent and that payment extinguished all Maori claims to the block. Booth reported a few days later that Hunia had 'committed himself by accepting £220 from the Upokoiri recipients of the first payment,' but that he would not make any payment until Hunia had signed the deed.[2005] The caution seemed justified when Buller advised Gill that he was quite sure that Hunia would not give his consent without a struggle and that 'Some days will be spent in "korero."'[2006]

It soon became clear that others besides Kawana Hunia were unhappy. Utiku Marumaru, dismayed by the payment made to Ngati Te Upokoiri, informed the Native Minister that Ngati Apa owned Waitapu.[2007] Hunia remained anxious to

[2002] Walter Buller to Native Minister 13 October 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2003] On those claims, see AJHR 1870, A25, pp.1-7; 1872, G40, pp.1-18; and 1874, H18, pp.1-24.
[2004] Land Purchase Officer, Whanganui to Under Secretary, Native Land Purchase Department 29 October 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2005] Land Purchase Officer, Whanganui to Under Secretary, Native Land Purchase Department 3 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2006] Walter Buller to Under Secretary, Native Land Purchase Department 3 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2007] Utiku Marumaru, Parewanui to Native Minister 28 October 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.

exclude Ngati Paueiri whom he termed 'Utiku's tribe.'[2008] Hunia himself complained to Bryce over the payment made to Ngati Te Upokoiri and went on to insist that:

> I argued the matter out with Sir D. McLean urging that half of it [Waitapu] be given back to me. Sir D. McLean consented … whereupon Sir D. McLean asked me also to be liberal with respect to the half of Pariroa, that I should return it to the Government and I fully agreed, and we two settled the boundary …

McLean, he went on, had never discussed Waitapu with Utiku Potaka, adding that he had been 'the most prominent seller in the Manawatu Block by which it was fully given to Dr Featherston, and I have the token given by Dr Featherston still in my hand … a gold ring that cost seven guineas and a Scotch kilt.' Finally, he informed Bryce, 'In respect to Otamakapua keep your money [.] I and my people will live (occupy) on that land and I will apply for a rehearing.'[2009]

On 5 November 1879, Buller indicated to the Under Secretary that Booth wished to meet him at Whangaehu and that he should bring with him copies of all the official memoranda relating to Waitapu.[2010] The latter included minutes of a meeting held 'at Rangitikei in 1870-1871 when Sir D. McLean agreed to give back the Waitapu Block.' On 9 November Buller urged the Department to forward all the papers to Booth ahead of the planned meeting on Waitapu.[2011] Considerable difficulty was experienced in locating all the papers, but on 14 November those that had been located were forwarded to Booth. A week later, Buller reported that 'after a week's hard talking' the matter had been settled, that Kawana Hunia had signed the deed on the previous evening, and that on that day they had travelled out to Whangaehu to pay over the purchase money.[2012] Booth reported that Kawana Hunia and Aperahama Tipae, as representative chiefs of Ngati Apa, had signed the transfer deed, but added that Hunia, 'through his obstinacy & … selfishness … [had] given an immense deal

[2008] W.L. Buller to Under Secretary, Native Land Purchase Department 10 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2009] Kawana Hunia, Parewanui to Native Minister 29 October 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2010] Walter Buller to Lewis 5 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2011] Buller to Lewis 7 November 1879, ANZ Wellington MA-MLP 1 1886/344.
[2012] Buller to Under Secretary, Native Land Purchase Department 21 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.

of trouble,' adding that Hunia was 'five days at it before he would sign and he now wants to take £3,000 as his personal share and to put off the tribe with £500.'[2013]

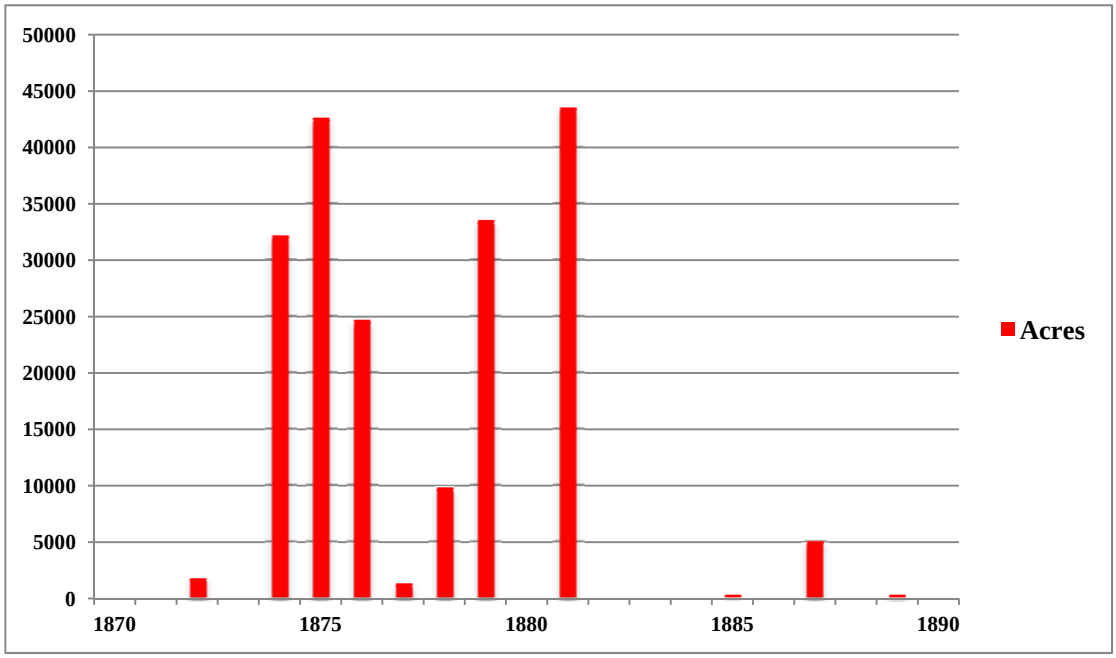
It emerged that Hunia had signed the deed on the express understanding that the sale did not debar him from pressing his alleged claim against the government in respect of the monies paid over at Omahu to Utiku Potaka, Renata Kawepo, Hamuera Te Raikokiritea and others for their share of Waitapu. Booth agreed to assist Hunia to secure an investigation into his claims 'by competent authority,' a concession made to Hunia individually and not to Ngati Apa generally.[2014] Booth forwarded the completed deeds of purchase for the 29,484-acre Waitapu to Wellington on 25 November 1879. Half of the total purchase price of £14,742 was paid to Kawana Hunia and others, and the other half to Utiku Potaka and others. In April 1880, Waitapu was declared to be Crown land.[2015] Kawana Hunia continued to press his demand for the return of the 14,000 acres of Waitapu awarded to Utiku Potaka, Renata Kawepo and others, as did his son Wirihana Hunia following his father's death in May 1885.[2016] In 1886 Native Minister Ballance agreed that a further inquiry should be made: Booth, now Gisborne's resident magistrate and asked to report, insisted that McLean had recognised Kawana Hunia, Utiku Potaka, and Renata Kawepo as co-owners. That such was the case, Booth claimed, was borne out the decision of the Native Land Court to award the adjacent Otamakapua block, 'of which Waitapu was originally a portion,' to Ngati Hauiti and Ngati Te Upokoiri.[2017] Wirihana Hunia was informed accordingly and there the matter rested.

The Crown's purchases 1870 to 1890 : a summary

Graph 12.2 sets out the course of the Crown's purchasing in the Porirua ki Manawatu Inquiry District over the period from 1870 to 1890: the bulk of the purchasing had

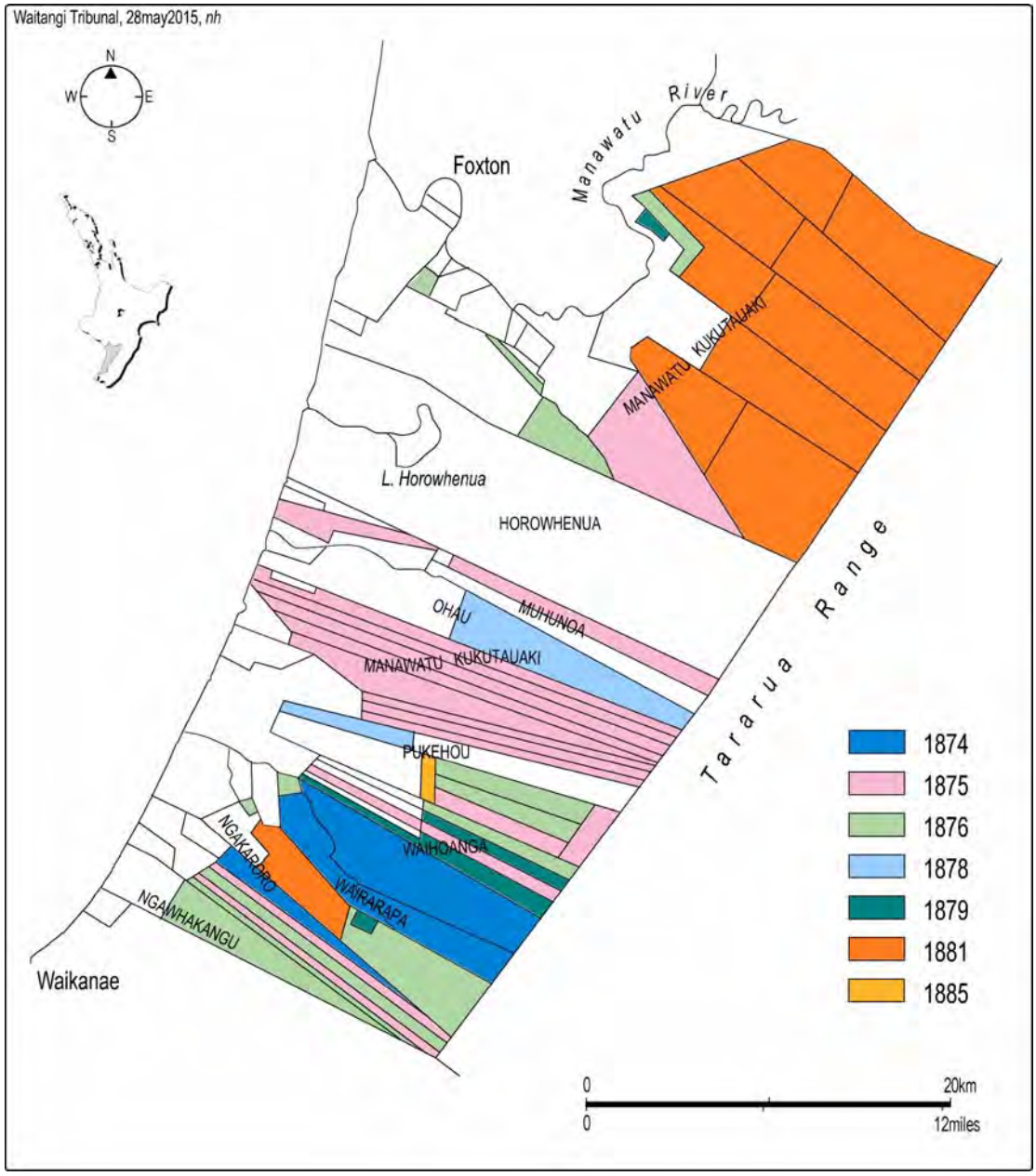
[2013] Land Purchase Officer, Whanganui to Under Secretary, Native Land Purchase Department 22 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2014] Memorandum dated 20th November 1879 by Land Purchase Officer, Whanganui, ANZ Wellington MA-MLP 1 1886/344. See also Land Purchase Officer, Whanganui to Under Secretary, Land Purchase Department 25 November 1879, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.
[2015] 'Lands declared to be waste lands of the Crown,' *New Zealand Gazette* 34, 8 April 1880, p.451.
[2016] His passing was attributed by some to 'witchcraft.' See 'General Assembly of the Presbyterian Church of New Zealand,' *Auckland Star* 11 February 1886, p.4.
[2017] Resident Magistrate, Gisborne to Under Secretary, Native Land Purchase Department 17 August 1886, ANZ Wellington AECZ 18714 MA-MLP 1 1886/344.

been completed by 1881. Some acquisitions were completed after 1890, notably in the Ngarara block in 1891, Horowhenua 6 and 12 in 1899, Taonui 1A and 1B in 1901, and Kapiti Island in 1902. Map 12.1 depicts Crown purchases in the Manawatu and Horowhenua districts between 1870 and 1885. Most of the land acquired by the Crown was on the eastern side of the district, most of the flatter and more fertile land to the west remaining in Maori ownership. By 1891 the only block still under negotiation for purchase in the Manawatu was the 76-acre Ngawhakaraua (for which an advance of £10 had been paid in April 1873).[2018] By that date, too, only a modest area, some 22,285 acres – in 27 blocks – were leased to settlers. The largest blocks still in Maori ownership included divisions of Aorangi (in all 6,980 acres); Tuwhakatupua (4,499 acres); Horowhenua (1, 3 to 9, 12, and 14 with a total of 47,049 acres); Muhunoa (1,499 acres); Manawatu-Kukutauaki (2,578 acres); Muaupoko (290 acres); and Ngarara West (21,339 acres).



Graph 12.2 Area purchased by the Crown, Porirua ki Manawatu Inquiry District, 1870 to 1890

[2018] AJHR 1891 Session 2, G10, p.5. Purchase negotiations were subsequently abandoned.



Map 12.1: Crown land purchases in the Manawatu and Horowhenua districts, 1870 to 1885

One other matter relating to the position as it developed by about 1890 that merits notice was the distribution of wealth (real property) between Maori and settlers. Under the Land Tax Act 1878, the Land-Tax Department conducted its own valuations of land and improvements for taxation purposes. The only summary data thus far located were for 1888 and they are set out in Table 12.2. The data in columns 2, 3, and 4 exclude the unoccupied Crown and both occupied and unoccupied Native

land: the total values for the latter two catgories of land are set out in column 5. Calculation of an index of distribution (where an index of 100 represents even distribution) yielded indices of 10.26 for Rangitikei County, 13.24 for Oroua County, 1.18 for Manawatu Country, and 19.67 for Horowhenua County, and an index of 8.74 for the four counties combined where an index of 100 woud have represented equal distribution.[2019] Unfortunately, the data available did not distinguish between lands owned by Maori and those owned by the Crown, but the results suggest that wide disparities in wealth, measured in terms of real property, between Maori and Pakeha quickly developed in the Porirua ki Manawatu Inquiry District.

Table 12.2: Results of property assessment (£s), by counties, 1888

Counties	Total improvements:	Unimproved value:	Total value:	Unoccupied Crown lands and Native land occupied & unoccupied: £
Rangitikei	499603	583319	1082922	111126
Oroua	455441	942312	1397753	185050
Manawatu	97721	439275	536996	6374
Horowhenua	212086	357188	569274	112020
Totals	**1264851**	**2322094**	**3586945**	**313752**

Source: AJHR 1890, B15, p.16

Private purchasing

The focus of this report, as required by the Direction Commissioning Research, has been on the transfer of land out of Maori and into Crown ownership. It should be noted, nevertheless, that some private purchases were also completed within the Inquiry District, notably by the Wellington and Manawatu Railway Company. Construction of a railway line to link Wellington with the west coast had long been mooted. In 1878 Native Minister Sheehan announced that the Government was:

[2019] The indices were obtained by dividing column 5 by column 4 and multiplying by 100.

> … bound to make extensive purchases between here [Wellington] and the West Coast. We are bound to acquire every acre of land between Waikanae and the Waikato, in order to place the intermediate districts in possession of a substantial land revenue, and we can then fairly claim that they should fairly contribute to the expenses of the trunk lines.'[2020]

Construction of a line began in 1879 but faltered when the Hall Ministry adopted the recommendation of the 1880 Railway Commission. The latter described the proposed line from Wellington to Foxton as 'premature, on the ground that a large part of the country it would open us is still in the hands of Native owners; and inexpedient, on the ground that the value of the land the line would serve has been greatly overrated, and that the undertaking would be an unprofitable one …' [2021] The Railways Construction and Land Act 1881 thus provided for railway construction by private interests and empowered the Crown to make grants of land as a subsidy. The Wellington and Manawatu Railway Company, registered in 1881, undertook to construct a line from Wellington to the Manawatu, the Crown agreeing to transfer 210,500 acres, most of it located between Wainui and the Manawatu.[2022] By 1886 the line had been completed thus connecting the Wellington-Masterton line with the Foxton-New Plymouth line (both state-constructed lines). In 1889, the company was listed as owning 179,239 acres valued at £247,698, making it one of seven companies in New Zealand whose holdings exceeded 150,000 acres.[2023]

Private purchasers other than the Wellington and Manawatu Railway Company also acquired land directly from Maori in the Inquiry District. Although the course and scale of such purchasing and the purchasing process itself remain to be fully explored, the available evidence suggests that private alienations by way of sale over the period from 1873 to 1900 were modest in both number and the area involved. A return listing all private dealings in Maori-owned land from the passage of the Native Lands Act 1873 to June 1883 indicated that Alexander McDonald acquired a total of almost 1,612 acres in Aorangi at an average price of just over £1 per acre.[2024] Also sold into private ownership were Aorangi 2 and 3: the division of the block was set out in

[2020] NZPD 1878 , Vol 29, pp.227-230.
[2021] AJHR 1880, E3, p.ix.
[2022] AJHR 1882, D7, pp.1-8.
[2023] AJHR 1890, B15, p.26. The Company's dispute with the Crown over the area allocated is not examined here. See, for example, AJHR 1888, I5, p.8; I5B; and 'Action by the Manawatu Railway Company,' *New Zealand Herald* 13 November 1889, p.5.
[2024] AJHR1883, G6, p.7.

Chapter 10. The Crown endeavoured to acquire Aorangi 2, but in 1882 Booth reported that the owners 'did not want to sell the whole, as if they did so they would be left without sufficient land for their own maintenance.'[2025] The proclamation issued in respect of the block was revoked in 1882. In 1883 Aorangi 2 was partitioned among the Ngati Apa hapu of Ngati Tauira (2,000 acres), Ngati Rakei (2,000 acres), Ngati Apu (2,000 acres), and Ngati Tuanini (1,000 acres). According to the *Manawatu Standard*, the partition had been arranged by the owners involved, thus allowing the Court to deal with the matter with exemplary celerity and at a cost to the owners of less than £50. 'We thus learn,' it concluded, 'that the Natives if left to their own counsel without the interference of lawyers, and simply aided by the advice of agents they can trust, can manage their land affairs cheaply, and to the satisfaction of those wishing to purchase.' Of the 7,100 acres, by November 1883, 6,668 had sold to eight purchasers, including Buller who acquired 1,000 acres, leaving a Native reserve of 432 acres. The Government had for many years endeavoured to acquire the block at 4s per acre: sold privately, the land fetched an average price of 35s per acre.[2026] Aorangi 3 was offered to the Crown in 1872, £200 being advanced to Tutere Tiweta and some 40 others, but the sale did not proceed, the result, it appears, of an acute division of opinion within Rangitane. The advances were not refunded and hence the Crown sought an award of land as per section 66 of the Native Land Act 1886 to cover the advances, a survey lien, and other charges: that application was heard in the Native Land Court in 1890 when the Court partitioned the block into Aorangi 3A and Aorangi 3B, the Government acquiring in satisfaction of its claims a total of 300 acres. Further partitioning followed and many of the divisions passed into Pakeha ownership.

Elsewhere in the Inquiry District, by June 1883, James Gear and Isabella Ling had acquired a total of 1,200 acres, also at £1 per acre; and James Bull 724 acres at £3 per acre.[2027] Section 6 of the Native Lands Frauds Prevention Act 1881 required that a trust commissioner 'as far as possible to inquire into the circumstances attending every alienation' and satisfy himself over 'the nature of the consideration', whether such consideration had been paid, and whether the vendors 'had sufficient land left

[2025] Booth to Gill 7 August 1882, in ANZ Wellington MA-Wang 1/12. Cited in Morrow, 'Iwi interests,' p.19.
[2026] 'Native Land Court,' *Manawatu Standard* 30 November 1883, pp.2 and 3.
[2027] AJHR 1883, G6, pp.11-12.

for their occupation and support.' Notices published in the *New Zealand Gazette* indicate that transactions involving both the lease and sale of land within the Porirua ki Manawatu Inquiry District were investigated.[2028] The Native Lands Frauds Prevention Act 1881 and its amendments were repealed by the Native Land Court Act 1894.

Some indication of the scale of private purchasing during the 1890s can be gleaned from the findings of the Horowhenua Commission and the various notifications that appeared in the *New Zealand Gazette* as they related to applications for the removal of restrictions on alienation and to confirmations of alienation. Under section 6 of the Native Land Court Act 1886 Amendment Act 1888 the Court was empowered to annul or vary any restrictions placed on alienation 'on application by a majority in number of the owners of the land the subject of the restriction …' The Court was required to satisfy itself that owners had 'other land, or shares in other land, the title whereto has been determined by the Court, belonging to them in their own right, and sufficient for their maintenance and occupation …' Under section 52 of the Native Land Court Act 1894, the Court was empowered to remove or vary any restrictions that had already been placed upon or that might be placed upon alienation, although restrictions in place prior to 30 August 1888 could only be varied or removed by the Governor on the recommendation of the Court. Further, section 4 of the Native Land Laws Amendment Act 1895 allowed the Governor-in-Council to except land from the operation of section 117 (prohibiting dealings with Native land) of the Native Land Court Act 1894. A return published in 1905 indicated that, from the passage of the Native Land Court Act 1894 to 1904, a modest number of applications was made in respect of blocks in the Porirua ki Manawatu Inquiry District, notably in respect of Ngarara West C, Manawatu-Kukutauaki, Horowhenua, Himatangi, and Pukehou. A smaller number had been refused, while others had still to be considered, notably in the Manawatu-Kukutauaki, Muhunoa, Aorangi, Horowhenua, and Ngarara West blocks.[2029]

[2028] See, for example, 'The Native Lands Frauds Prevention Act 1881 and the the Native Lands Frauds Prevention Act 1881 Amendment Act 1886,' *New Zealand Gazette* 38, 10 July 1890, p.784.
[2029] AJHR 1905, G4, pp.1-32. The *New Zealand Gazette* contained notices relating to the removal of restrictions. See, for example, 'The Native Land Court Act 1886 and its amendments – Removal of restrictions,' *New Zealand Gazette* 37, 11 May 1893, p.633; and 'The Native Land Court Act 1894,' *New Zealand Gazette* 74, 26 August 1897, p.1565.

By section 53 of the Native Land Court Act 1894, the Court was required to confirm any alienation of land, taking into account the matters specified in the Native Lands Frauds Prevention Act 1881 and its amendments. Thus the Court was required to satisfy itself that any proposed alienation was not 'contrary to equity and good conscience' or in contravention of any restriction on alienation, that the consideration had been paid and that the 'each Native alienating, other than a half-caste, has sufficient land left for his support, and that each half-caste alienating has sufficient means of support derivable from land or otherwise.' How the Native Land Court interpreted and applied those requirements are matters that have still to be investigated.

Crown purchasing in the 'Liberal era'

During the last decade of the 19th century, the Liberal Government, keen to ensure that New Zealand take full advantage of the opportunities presented by the advent of marine refrigeration, purchased some 2.4 million acres of Maori-owned land. It had made plain its intention in the Financial Statement of 1891. The Native Land Purchases Act 1892 empowered the government to borrow up to £50,000 per annum for the purposes of Maori land purchase, provided for the removal in whole or in part of all existing restrictions on alienation, and allowed the Crown to prohibit private dealings in blocks declared under negotiation for purchase. Section 117 of the Native Land Court Act 1894 restored the Crown's pre-emptive right of purchase, an action justified on the familiar grounds of protecting state-funded development from 'the land-grabber, the land-shark, [and] the pakeha-Maori …'[2030] The Lands Improvement and Native Lands Acquisition Act 1894 allowed the government to raise up to £500,000, including £250,000 for the purchase and preparation of Maori-owned lands for settlement. Such was the scale of the purchases that in 1896 the government sought Parliamentary approval to allocate a further £250,000 to purchase together with an additional £250,000 for the preparation of the lands so acquired. The Aid to Public Works and Land Settlement Act 1896 (Schedule) provided the necessary authorisation.

[2030] NZPD 1894, Vol 86, pp.370-375.

Most of the Liberal Government's land purchasing took place elsewhere in the North Island, notably in Te Rohe Potae, but some purchases were made in the Poririua ki Manawatu Inquiry District, notably in the Ngarara and Horowhenua blocks and on Kapiti. The history of the Horowhenua block, following the Native Land Court title hearing, is complex, involving largely a protracted struggle within Muaupoko for control. Only a brief outline of the Crown's acqusitions within the block is offered here. In 1877 Booth nominated the Horowhenua block as among those upon which the Crown had made advances (put at £64 16s): he also noted that since the majority of the claimants wished to retain the block he proposed to recover the advances.[2031] Nevertheless a proclamation was issued in respect of the block on 27 January 1878; clearly the Crown did not accept Booth's proposed course of action.[2032] In late 1880, Hunia proposed the sale of Horowhenua, but the block had first to be subdivided among the owners. The Crown's interest in the block was heightened by the fact that only acquisition of Horowhenua would allow the Crown to fulfil its undertaking over the allocation of land to the Wellington and Manawatu Railway Company. Te Rangihiwinui objected most strongly to Hunia's action, but growing debt, combined with the machinations of private buyers and the purchasing ambitions of the Crown, compelled him to contemplate subdivision and sale.

In an 1886 return, the 52,460-acre block was listed as held by Maori and as inalienable.[2033] That same year, Te Rangihiwinui, acting as trustee, applied for the partition of the block under section 10 of the Native Land Division Act 1882, and on 25 November 1886 the Native Land Court divided the block into 14 subdivisions. Three blocks were awarded to Te Rangihiwinui: Horowhenua 1 of 77 acres and purchased by the Wellington Manawatu Railway Company; Horowhenua 2 of 3,989 acres and acquired by the Crown for the Levin Village Settlement in July 1887 for £6,000 (plus interest of £210 13 8); and Horowhenua 3 of 1,200 acres. The last was to enable Te Rangihiwinui to give effect to the agreement he had reached with McLean in 1874 to give to certain descendants of Te Whatanui land in settlement of a dispute.

[2031] AJHR 1877, G7, pp.22-23. Dreaver noted that it was not clear to whom the payment had been made or what the motive may have been but suggested that 'it was probably a precaution connected with plans for road and railway building.' See Dreaver, *Horowhenua County*, pp.94-95.
[2032] Section 11 of the Horowhenua Block Act 1896 declared that the proclamation issued on 26 January 1878 ceased to be of any effect as from 30 December 1886.
[2033] AJHR 1886, G15, p.19.

On 1 December 1886, apparently without proper notice to the persons interested, the Native Land Court confirmed the first two partitions above but not the third: it then proceeded to issue an order for Horowhenua 9 of 1,200 acres in favour of Te Rangihiwinui in trust as an alternative choice to Horowhenua 3. Five blocks of varying acreages were awarded to members of Muaupoko, while Horowhenua 6 of 4,620 acres was awarded to Te Rangihiwinui in trust for 44 others of Muaupoko. Te Rangihiwinui also secured Horowhenua 10 of 800 acres to enable him to discharge legal costs of some £3,000 (none of which had been incurred on behalf of Muaupoko). Horowhenua 11 of 15,207 acres was issued in favour of Warena Hunia and Te Rangihiwinui in trust for the 143 persons in the registered list of owners. [2034] On 2 December 1886, the Court issued an order for Horowhenua 13 of one square foot (to deal with a double entry in the list of owners). The next day, on 3 December 1886 the Court confirmed the order of 25 November for 1,200 acres, originally Horowhenua 3 but now Horowhenua 14, and issued an order for Horowhenua 12 of 13,137 acres in favour of Ihaia Taueki as trustee for Muaupoko. It is worthwhile noting here that the Horowhenua Commission of 1896 offered some scathing criticism of Judge Wilson: in its view the Native Land Court merely endorsed arrangements made by owners among themselves and hence its astonishment over 'the extraordinary attitude adopted by the Court … The Judge says, in effect, that the Court sat administratively, to blindly carry out, without investigation, inquiry, or explanation, either to the Court, or by the Court to the Natives, of the effect of what was being done.' Wilson claimed that he had been bound to act as he did, a view described by the Commission as 'erroneous.' [2035]

Horowhenua 11

Prior to the partition of 1886 it was agreed among those concerned that Horowhenua 11 should be retained undivided for the use and occupation of Muaupoko and held in the name of the trustees for the iwi. Te Rangihiwinui was named as trustee, but apparently in an effort to settle a long-standing dispute between him and the Hunia

[2034] For Te Rangihiwinui's petition which sets out the details, see AJHR 1894, J1, pp.1-8.
[2035] AJHR 1896, G2, p.5. For Wilson's claim that the court had been sat 'administratively,' see p.131.

family over the block, the name of Warena Hunia was added as a second joint trustee. On survey, Horowhenua 11 originally estimated to contain 15,207 acres, was found to contain 14,975 acres. In February 1890 the Native Land Court (sitting at Palmerston North) rejected Te Rangihiwinui's claim that Horowhenua 11 was held in trust and apportioned the block between Te Rangihiwinui (8,000 acres) and Wirihana Hunia.[2036] Te Rangihiwinui applied, successfully, to the Chief Judge of the Native Land Court for a re-hearing: in May 1891 the Native Land Court confirmed the partition, although it noted that the original order issued in 1886 constituted 'a severe loss to the Muaupoko tribe.'[2037] Those whom the iwi had regarded as trustees had become owners and thus free to deal with the land as they chose.

In 1890 Te Rangihiwinui and 63 others of Muaupoko petitioned Parliament over the matter: the Native Affairs Committee, the latter recommending the preparation of legislation 'to authorise a re-hearing of the block, with the object of subdivision among the several parties concerned.'[2038] They petitioned Parliament again in 1891 and in 1892 seeking the restoration of what they insisted were the equitable rights of Muaupoko. On the other hand, Warena Hunia sought a declaration that Horowhenua 11 had been vested in Te Rangihiwinui and himself as absolute owners and not as trustees.[2039] In 1892, evidently at the instigation of Premier Ballance, a fresh proclamation over Horowhenua was issued under section 16 of the Native Land Purchases Act 1892: with a currency of two years, the proclamation was intended to prevent any further alienations until such time as the matter of the trusteeship, as claimed by Te Rangihiwinui had been resolved.[2040]

Within weeks of Ballance's death on 27 April 1893, the Government, allegedly at the instigation of one Donald Fraser (to whom Hunia was indebted), began treating with Warena Hunia, over the heads of both Te Rangihiwinui and Muaupoko, for 1,500

[2036] Untitled, *Wanganui Herald* 11 April 1890, p.3.
[2037] 'An important judgment,' *Wanganui Herald* 16 May 1891, p.3.
[2038] AJHR 1890, I3, p.6.
[2039] AJHR 1892, I3, p.16.
[2040] The 1896 Horowhenua Commission challenged that action, noting that 'The Act contemplates the *bona fide* entering into negotiations by the Crown for the acquisition of Native Land as a condition precedent to the issue of a Proclamation. The evidence before us shows that no such negotiations were entered into.' A payment of £5 to Te Rangihiwinui on 10 October 1892 in respect of Horowhenua 11 was dismissed as 'a mere colourable negotiation which it was thought would find jurisdiction for the issue of this Proclamation ...' AJHR 1896, G2, p.18.

acres for a state farm. On 1 September 1893 it paid £2,000 (out of a total price of £6,000) to Hunia, and did so despite the fact that a transfer could not be registered on account of a caveat on the title. The Horowhenua Commission later found that that payment had been made despite the fact that 'the officers of the Crown knew at the time of the payment that this was a trust property.' They appear to have proceeded on the basis that Hunia's interest was at least equal to the area conveyed.[2041] Of the money paid, the sum of £500 quickly made its way to Donald Fraser: the *Evening Post* described him as 'the recently-converted Government candidate [for Otaki], and the agent and attorney for Warena.'[2042] A further £500 went to pay a bank for a loan for which Fraser was liable as guarantor.

That same year, 1893, Hera Te Upokoiri and Ihaia Tauekia and 75 others sought a halt to all alienations until the matter of the trusteeship had been resolved. The Native Affairs Select Committee recommended that the Government, before purchasing any portion of Horowhenua 'should cause inquiries to be made as to the alleged trust … and, if satisfied that a trust was implied, legislation should be introduced this session to protect the interests of the tribe.'[2043] A further petition followed in 1894, the *Wanganui Herald* noting that the dispute had been before the Native Affairs Committee so often that it had 'become almost as profitable to the lawyers as a chancery suit.'[2044] In July 1894 Seddon claimed, that while 1,500 acres had indeed been purchased from Hunia, the Crown retained the whole of the purchase monies and that the Crown's title to the land was complete. Clearly he was in error.

The 1894 Native Affairs Select Committee made it clear that they favoured a short Act to meet the case, but, according to the *Evening Post* 'At the last moment Mr Seddon and a few faithful henchmen came into the committee-room and voted against it, on the ostensible ground that as there was an action pending in the Supreme Court, it would be improper for Parliament to interfere.'[2045] Muaupoko approached the Government directly, only to be rebuffed by Seddon. Indeed, the *Evening Post*

[2041] AJHR 1896, G2, p.12.
[2042] 'The Horowhenua scandal,' *Evening Post* 22 December 1894, p.2. The sitting member for Otaki was the 'Conservative' J.G. Wilson. Anxious to win the seat, the Liberal Government was keen to persuade local businessman Donald Fraser to stand – unsuccessfully in the event - against Wilson.
[2043] AJHR 1893, I3, pp.15 and 19.
[2044] 'The Horowhenua dispute,' *Wanganui Herald* 5 October 1894, p.2.
[2045] 'The Horowhenua scandal,' *Evening Post* 22 December 1894, p.2.

claimed that the Government had threated the iwi abysmally, meeting them with threats and warnings, including imprisonment should they obstruct the survey of the land. It went on to note that:

> We shall not soon forget the scornful way in which Mr Seddon treated the Muaupoko chiefs and their solicitor … when a deputation of the former waited upon him to protest against what was being done … The Muaupoko stated their case with the utmost simplicity and dignity … The Minister met them with threats and warnings; and they were dismissed from the Premier's presence with an intimation that 'the law must be obeyed,' and that if they presumed to molest or interfere with the Government surveyors, who were by this time on the land, they would go to prison.[2046]

On 17 December 1894 the Supreme Court issued a decree in which Hunia and Te Rangihiwinui were declared to be trustees, thus reinstating the 142 members of Muaupoko as the owners. Further, it ordered Hunia to meet the costs of the action. Hunia was ordered to account for and to pay the £2,000 he had received to the Court (plus interest at six percent) and to pay the costs of the action brought by Te Rangihiwinui (estimated at several hundred pounds).[2047] The likelihood that Hunia would comply was evidently remote, the *Evening Post* suggesting that 'The Supreme Court, in ordering Hunia to repay the monies 'might as well call for the reproduction of last year's sunlight. The plunder has been distributed long since …'[2048] Moreover, the effect of the Court's decision was that the block belonged to 142 members of Muaupoko and Warena Hunia: the latter's share was evidently small. It seemed that the Crown had lost its £2,000. The Supreme Court's ruling also meant that the Crown had, as the *Evening Post* expressed it, 'no shadow of a title to the Levin State Farm on which large sums have been spent in improvements.' The Crown, it alleged, had 'secretly' paid the £2,000 to Hunia despite 'most emphatic warnings,' and despite the Government having promised not to pay until the title had been settled.

The colonial press seized the opportunity to launch some scathing attacks on the Liberal Government. The *Evening Post* alleged corruption and incompetence, and claimed that the Supreme Court's ruling would bring a halt to 'one of the most nefarious transactions in which any Ministry in New Zealand was ever mixed up.' It

[2046] 'The Horowhenua scandal,' *Evening Post* 22 December 1894, p.2.
[2047] 'The Horowhenua case,' *Evening Post* 17 December 1894, p.2.
[2048] 'The Horowhenua case,' *Evening Post* 29 December 1894, p.2.

went on to claim that the £2,000 had been paid in pursuit of 'Party purposes.'[2049] A major consequence of the ruling was that the Crown was left without a title to the land allocated to the Levin State Farm and in which it had invested heavily: having no title, it was unable to give a title to those portions sold on to settlers. The *Otago Daily Times* suggested that Fraser, having 'no doubt listened to Mr Seddon's short, logical, and epigrammatical utterances … saw the error of his ways, and declared himself an out and out Radical.' It recorded that an effort by the Government to legalise the transaction had been frustrated by the Legislative Council, and that Seddon had threatened Muaupoko when it had 'waited on him, when they went quite courteously and with much dignity to protest against their ancestral lands being taken by the Government, that there was a prison and the police …' even while Seddon himself was aiding Hunia in breaking the law.[2050] The *Press* was equally certain that Muaupoko had been 'grossly wronged,' while describing Fraser's sudden conversion to 'Seddonian Liberalism' as 'the usual "Baphometic baptism" through which the Seddon Ministry have [*sic*] passed so many converts.'[2051] In short, the purchase of part of Horowhenua 11 constituted an effort by the Seddon Government to shore up its electoral support. Still, it observed, Fraser had secured his £500, a sum described derisively by the Press as 'an ample solatium for the injury his sensibilities sustained in his defeat for Otaki,' while the Government had been spared having to pay the balance of the purchase money (£4,000) to Hunia. On the other hand, it faced the possibility that its tenants on the Levin State Farm might decide to sue for compensation. The *Press* expected that the Government would appoint a commission 'as judiciously selected with a view to "colour" as the Pomahaka Commission,' and otherwise seek to deny, obfuscate, and conceal.[2052]

For his efforts to attribute responsibility for the fiasco to the late John Ballance and in so doing to obscure the fact that the Crown's title rested upon a land transfer

[2049] 'The Horowhenua exposure,' *Evening Post* 18 December 1894, p.2.
[2050] Editorial, *Otago Daily Times* 23 December 1894, p.2.
[2051] 'The Horowhenua exposure,' *Press* 10 January 1895, p.4. The term 'Baphometic baptism' (often 'Baphometic Fire-baptism') denotes a spirtual re-birth.
[2052] 'The Horowhenua exposure,' *Press* 10 January 1895, p.4. See also 'The Horowhenua case,' *Evening Post* 24 January 1895, p.2. The Government's purchase of Pomahaka Estate in Otago under the Lands for Settlement Act 1892 was the subject of allegations of corruption, the transaction being described as 'improper' and the price paid as 'absurdly excessive.' The purchase was investigated by the Waste Land Committee during September and October 1894. See AJHR 1894, Session 1, I5A, pp.i-xv.

certificate that had been wrongly issued, Minister of Lands McKenzie was accused of 'both suggesting what was false and suppressing what was true.'[2053] Te Rangihiwinui, on the other hand, won high praise for his stance, in particular his decision to defend Muaupoko's 'ancestral home' by taking the matter at his own cost to the Supreme Court.[2054] McKenzie was also lambasted for appointing a royal commission to do what, it was claimed, the Supreme Court had already investigated and upon which it had already delivered judgment. The appointment of a commission in fact was viewed as an effort by Seddon and McKenzie to block further investigation by the Supreme Court and the possibility of more embarrassing revelations, to 'cover with a thick coat of whitewash a very grimy transaction.'[2055] Adding to the Government's discomfiture was the Court of Appeal's dismissal, in May 1895, of an appeal by Warena Hunia, the Court delivering what was described as 'a very powerful judgment.'[2056] It was now perfectly clear that Hunia had had no right to sell the land in question, that he could not give a valid title, and that the monies paid had not been his to dispose of as he chose. Hunia's claim that Muaupoko had handed over to him (and Te Rangihiwinui), without charge, the 15,000-acre Horowhenua 11 on which stood the iwi's homes, cultivations, urupa, and the lake from which it drew a large part of its sustenance had been dismissed as an absurdity, and the trust itself declared void for uncertainty.

Predictably, perhaps, the Government's decision to appoint a commission of inquiry was greeted with great scepticism, given especially that it had steadfastly ignored several petitions from Muaupoko calling for an investigation. The view was also advanced that, since the Supreme Court had settled the matter by describing Hunia as a 'fraudulent trustee,' the time for a commission had long passed, unless the hope was that the commission would produce findings on the basis of which Parliament could override the Court's findings.[2057] The Horowhenua Block Act 1895 nevertheless provided for the appointment of just such a commission, at the same time declaring

[2053] 'The Horowhenua block,' *Evening Post* 7 January 1895, p.2. See also 'Hon Mr McKenzie and the Horowhenua block,' *Evening Post* 26 February 1895, p.2.
[2054] See, for example, 'The Horowhenua case,' *Evening Post* 24 January 1895, p.2.
[2055] 'A whitewashing commission,' *Evening Post* 25 January 1895, p.2; 'The Horowhenua Commission,' *Evening Post* 28 January 1895, p.2; and 'Hon Mr McKenzie and the Horowhenua block,' *Evening Post* 26 February 1895, p.2.
[2056] 'The Horowhenua block,' Evening Post 17 May 1895, p.3; 'The Horowhenua case,' *Evening Post* 18 May 1895, p.2; and 'The Horowhenua judgment,' *Evening Post* 20 May 1895, p.2.
[2057] See, for example, Editorial, *Otago Daily Times* 2 February 1895, p.2.

that Horowhenua 6, 9, 11, 12, and 14 were 'absolutely inalienable' until 'after the last day of the next session of Parliament.'

It is not proposed to examine in any detail the findings of the Horowhenua Commission: it is assumed that these will be dealt with elsewhere. It is nevertheless fair to say that the Commission's report and the subsequent conduct of the Government (notably on Seddon's part) elicited a good deal of ridicule throughout the country's press and elsewhere.[2058] One of the Commission's chief critics was Walter Buller: the Commission had described his position as 'peculiar' since he appeared for Te Rangihiwinui and a large number of Muaupoko whose respective interests were 'diametrically opposed.'[2059] Buller published several pamphlets in which he attacked the Commission: they gained a wide distribution throughout New Zealand.[2060] With respect to one of the latter, the *Otago Daily Times* suggested that 'it should be studied by those who wish to get at the truth.' The *Manawatu Herald* described that same pamphlet as a 'formidable and apparently conclusive indictment of the findings and methods of Royal Commission.'[2061] Nevertheless, the Horowhenua Block Act 1896 embodied the Commission's principal recommendations. The Act dealt with Horowhenua 6, 9, 11, 12, and 14, a total of 35,128 acres. Under section 8(c), a certificate of title was to be issued to the Crown for that part of Horowhenua 11 known as the State Farm at Levin, but only after the sum of £4,000 had been paid to the Public Trustee for and on account of those found to be entitled, namely, the successors of Kawana Hunia.

A certificate of title was to be issued to four hapu of Ngati Raukawa (Ngati Hikitanga, Ngati Pareraukawa, Ngati Parekohatu, and Ngati Kahoro) for such part of Horowhenua 11 as the Native Land Court should decide, thereby fulfilling the

---

[2058] See, for example, 'The Horowhenua difficulty,' *Manawatu Herald*, 19 November 1896, p.2.
[2059] AJHR 1896, G2, p.2.
[2060] During an acrimonious debate in the House in October 1895, McKenzie denounced Buller in terms that suggested to some that the latter should not be allowed to remain at large. See 'The Horowhenua block again,' *Evening Post* 26 October 1895, p.2. McKenzie repeated his attack in the House in July 1896. See 'The Horowhenua again,' *Evening Post* 9 July 1896, p.4. For accounts of the protracted and bitter dispute between Buller and McKenzie, see Galbreath, *Walter Buller*, pp.193-206 and 216-233; Geoff Park, *Nga Ururoa. The groves of life: ecology and history in a New Zealand landscape.* Wellington: Victoria University Press, 1995, pp.163-224; and Tom Brooking, *Lands for the people? The Highland Clearances and the colonisation of New Zealand. A biography of John McKenzie.* Dunedin: Otago University Press, 1995, pp.194-196.
[2061] 'The Horowhenua difficulty,' *Manawatu Herald* 19 November 1896, p.2.

undertaking formally given by Te Rangihiwinui on 9 February 1874. In respect of Horowhenua 12, a certificate of title was to be issued in the name of the Crown, again once the purchase monies had been lodged with the Public Trustee. By section 11, the proclamation issued on 26 January 1878 was declared to have been of no effect from 30 December 1886, while section 19 provided that the costs of the Commission, set at £1,266 19s 5d, were to be deducted from the purchase monies payable by the Crown for Horowhenua 12. The dispute, originating in a failure on the part of the Native Land Court, cost Muaupoko dearly. The Crown, on the other hand, secured its block by paying the balance of the originally agreed price of £6,000, and acquired Horowhenua 12 from which it deducted the costs of the commission. Under the Act, the matter of the section 14 was referred to the Native Appellate Court, while Buller's dealings in connection with the same block were referred to the Supreme Court. Further litigation, centring on Horowhenua 14 and Buller's costs and claims, followed. In August 1897 the Government withdrew all the allegations that had been levelled against Buller, acknowledging that there was no evidence to support them. McKenzie, who had claimed that Buller had been well aware of the trust involving Horowhenua 14 and who had insisted that his conduct merited a prison sentence, found himself in an ignominious position and subject to sharp ridicule. Buller secured Horowhenua 14. Muaupoko, on the other hand, confronted not only the loss of land but significant legal costs.[2062] The Crown went on to complete the purchase of Horowhenua 6 and 12 in 1899, while in 1900 it acquired Horowhenua 3E5, 6A, 6B, and 6C, in 1907 sections 37 and part 38 in Horowhenua 11B, and in 1908 Horowhenua 7A.

Maori and land in the Porirua ki Manawatu Inquiry District by c.1900

By 1886 most of the land in the Porirua ki Manawatu Inquiry District had been clothed with titles derived from the Crown. A report published in that year indicated that in three counties of Rangitikei, Manawatu, and Horowhenua, a total of 265,065 acres had not been passed through the Native Land Court. The bulk of that land lay in

[2062] See 'The Horowhenua iniquity,' *Evening Post* 18 December 1897, p.4; 'The Horowhenua block,' *Evening Post* 14 April 1898, p.5 and 18 April 1898, p.6; 'The Horowhenua case,' *Evening Post* 25 April 1898, p.5; and 'More Horowhenua block litigation,' *Evening Post* 16 May 1898, p.6.

Rangitikei County and thus outside the Porirua ki Manawatu Inquiry District. In the Manawatu County the area not so passed stood at 9,600 acres and in the Horowhenua County at just 1,862 acres.[2063] In short, within a period of 35 years, in the northen reaches of the Inquiry District Native title had been extinguished over the Rangitikei-Turakina, Rangitikei-Manawatu, Te Ahuaturanga, and Te Awahou blocks, while the blocks themselves, reserves apart, had passed into Crown ownership. In the southern reaches of the Inquiry District, most of the lands had been passed through the Native Land Court, and a large proportion subsequently acquired by the Crown. Two major changes had taken place: the first involved the practical extinguishment of customary Native title and its replacement with titles derived from the Crown; and the second involved a major revolution in ownership as lands once owned in their entirety by Maori had passed very largely into the hands of the Crown and, to a much lesser extent, private ownership.

The revolution in ownership is summarised best in a map of land tenure in 1902-1903 published in 1903. Map 12.2 summarises, for the Porirua ki Manawatu Inquiry District, the result of some 50 years of Crown and private purchasing and makes clear the scale of the transfer of land out of Maori and into settler ownership. The lands that remained in Maori ownership were concentrated largely along the Rangitikei River, west of the railway line between Paraparaumu and the Manawatu River, while a third area lay inland of Oroua Downs. The available data offer little indication of land sales by iwi, the area that each sold or leased, or the geographical pattern of Maori land ownership as it had evolved by 1902. Census data do offer some county-based details relating to the ownership of lands in occupation, but they are aggregate rather than iwi-specific.

[2063] AJHR 1886, G15, p.1.

Map 12.2: Land tenure, Porirua ki Manawatu Inquiry District, 1902-1903

Conclusions

In 1851 William Fox offered an account not of New Zealand but of the six colonies of New Zealand. The quasi-federal system of government established two years later constituted a formal recognition of the geographical structure of Pakeha settlement and the emerging commercial economy that Fox had described. Provincial governments emerged as the chief agents of colonisation, using locally generated land revenues to fund the construction of public works that extended out from their primary centres of settlement to embrace their hinterlands. By the end of the 1860s, as the colony's commodity export prices fell, immigration faltered, and most provincial governments struggled to raise loans and to repay debt, the General Government assumed control over capital borrowing, immigration, and the construction of transport and communications infrastructure. The objective was to foster and facilitate the articulation of the colony's several and still largely separate settlements into a single space or national economy: the abolition of the provincial tier of government in 1876 was an outcome of the process of national integration that gathered major momentum from the end of the 1860s. Complementing central government initiatives were the expansion of privately-owned coastal shipping services, the emergence of colony-wide banking and finance institutions, and the establishment of import-replacement industries serving national rather than regional markets.

The Porirua ki Manawatu Inquiry District was no less affected by such profound changes than all other parts of New Zealand. Indeed, Wellington Province about 1870 mirrored the colony as a whole. Transport links between Wellington itself and its hinterland were few and vulnerable: roads were scarcely formed, rivers had still to be bridged, telegraph communications were in their infancy, and the development of the rich agricultural and pastoral resources of the lands of the west coast had barely begun. Practically cripped by debt, still struggling with the aftermath of the Rangikei-Manawatu imbroglio, and fending off those who would prefer its abolition, the Wellington Provincial Government's efforts to promote the expansion of the provincial economy also faltered. As part of an effort to revive the province's fortunes, the General Government undertook, in line with its larger effort in the North Island, to encourage and facilitate the transfer of the remaining areas of desirable land out of Maori and into settler occupation and ownership. Almost a decade after the

Crown pre-emptive system of purchase had been brought to an end, the Crown thus returned as the major purchaser of land, acquiring and subdividing large blocks, constructing local transport networks, and assisting settlers to transform ‘waste’ lands into productive farms.

Even before quiet possession of the Rangitikei-Manawatu block had been finally secured, the General Government (and the Wellington Provincial Government, while it endured) had turned its attention to the lands lying to the south of the Manawatu River. It now encouraged Maori to take their lands through the Native Land Court, it made advance payments to owners, largely excluded private competitors, and negotiated agreements for sale and purchase of blocks at prices significantly lower than its few private competitors were prepared to pay. Much of that purchasing followed an established procedure that appears to have given rise to few controversies or difficulties, although the scale of the purchasing would contribute significantly to the economic marginalisation of Porirua ki Manawatu Maori apparent by about the turn of the century. The significant exception was the Horowhenua Block. The manifold difficulties that emerged in respect of that block centred on the question of trusteeship: the Crown, in full knowledge of the dispute and aware but dismissive of serious implications for Muaupoko, and in pursuit of what appear to have been dubious political considerations, acquired a large part of the block, Parliament later passing legislation to confirm its purchase.

With the acquisition of Horowhenua 6 and 12, Crown land purchasing in the Porirua ki Manawatu Inquiry District came practically to an end, although the acquisition of Kapiti Island remained to be completed. The invasions from the north during the 1820s and 1830s profoundly altered the regional pattern of Maori land ownership: the purchasing conducted (largely) by the Crown during the succeeding five decades resulted in a second transformation with ramifications that continue down to the present day.

Chapter 13: Conclusions

Frequent reference has been made throughout this report to narratives, whether advanced by iwi, the Crown, or historians. In fact, all history is reconstruction, all history is interpretation, and all history is narrative. What perhaps distinguishes the history, pre- and post-annexation, of the Porirua ki Manawatu Inquiry District is the number and widely divergent narratives that have been advanced to describe and define the outcomes of the events that commenced with the arrival of Ngati Toa about 1820. Those competing narratives were deployed to shape, inform and, it was hoped, direct the course of events with which this investigation is chiefly concerned, namely, the rapid and almost complete transfer of the lands, forests, and waters of the Porirua ki Manawatu Inquiry District out of Maori and into the hands of the Crown and Pakeha settlers. Indeed, it could be said that in this land of 'fighting and trouble,' as Hoani Meihana once termed it, the physical battles were replaced by the battles of the narrative.[2064]

Historical narratives, in the sense employed in this report, constitute efforts by social groups or other entities or, indeed, individual historical actors to order the seemingly disparate and random events of their pasts into cohesive bodies of knowledge, the latter serving as reminders of origins and experiences, and as guides to future directions. The strength of any narrative derives from its strength, internal consistency, and plausibility. During periods of great change, narratives serve to foster and support a sense of individual and collective identity: as pressures mount, narratives often gain in importance, clarity, and separation. They may also acquire new elements, or they may metamorphose into different and often more distinctly political narratives intended to defend and advance the interests of particular groups or entities. They may also be employed to explain, defend, or justify particular courses of action.

Such metamorphosis appears to have emerged at an early stage in the post-annexation period. The arrival of settlers and the Crown – replete with new values, beliefs, and aspirations, new technologies, and new institutional arrangements – in search of land,

[2064] AJHR A4, 1866, p.19.

flax, and timber, alerted Maori to the fact that their whenua also constituted a source of material wealth, that their lands and forests could be converted into a new medium of exchange. McLean's efforts to acquire the Rangitikei-Turakina block certainly encouraged iwi to articulate and advance their separate narratives, a process that intensified as the Crown turned to the acquisition of Te Ahuaturanga, Te Awahou, and, especially, Rangitikei-Manawatu and Horowhenua. It was the arrival of the Crown in particular that saw the various narratives gain in significance and relevance as rival groups sought to maintain their cohesion, advance their version of the outcome of the pre-annexation wars, and to regain or to enhance their standing. What were at first essentially historical narratives were transformed by west coast iwi into narratives intended to identify, enhance, and advance each group's key interests.

From the many accounts of the pre-annexation history of the Porirua ki Manawatu Inquiry District, it is possible to extract a number of major or over-arching narratives. For those migrating south into the region, those narratives centred upon the themes of conquest, dispersal and banishment, enslavement and subjugation, protection from extermination, and especially dispossession of land and settlement by permission, division and distribution of the land, and protection. On that basis, Ngati Raukawa in particular mounted a claim to the ownership of the lands stretching from the Whangaehu River to the Kukutauaki Stream. For those iwi already resident in the region, the narratives advanced centred on survival, re-assembly, co-operation, co-existence, and sustained possession. On that basis, Ngati Apa and Muaupoko in particular asserted their ownership of the same lands based on ancestry and continuous occupation. Those competing narratives came to constitute the basis on which each iwi would advance its claims to ownership, to the right to control, and to the right to alienate.

If iwi advanced markedly divergent narratives purporting to describe and explain the same sequence of events, the same 'facts,' so, too, have historians as they similarly sought to order and interpret those events and render clear their meaning and significance. Their widely divergent accounts make clear the extent to which such narratives can be and are shaped as much by the values, beliefs, and concepts that historians bring to bear upon the task of historical reconstruction and interpretation as they are by the 'facts.' Thus their accounts of the wars and migrations of the period

from about 1820 to about 1840 fall, mostly, into two fairly loosely defined groups. The first comprises narratives that emphasised the themes of conquest, domination, subjugation, and dispossession, while the second includes narratives that accorded greater weight to peace-making, continued independence, cooperation, and coexistence. The sharp contrasts arose out of or reflected the sources that historians employed, the questions they asked, the conceptual frameworks adopted, and indeed biases. Some of the contrasts constitute matters of emphasis, but others are more substantive. What the various accounts offered by historians do have in common is that their assessments of the outcome of the pre-annexation wars were carried through into their descriptions and interpretations of the post-annexation transfer of land.

Most importantly, iwi carried their separate narratives into their interactions with the Crown. Prior to embarking upon his first major land purchase, namely, Rangitikei-Turakina, McLean took the time to acquaint himself with the history of the west coast region and with the character of the relationships among its Maori peoples and to shape his approach to the proposed transaction accordingly. While then, he accepted Ngati Apa's claims to rights and interests in the land lying to the south of the Rangitikei River, such was the complexity and delicacy of inter-iwi relationships that he elected not to attempt to acquire the 'Manawatu lands.' The evidence also strongly suggests the iwi involved, under pressure from the Crown to sell, agreed to a 'general partition' of the Rangitikei and Manawatu lands. Further, the evidence suggests that Ngati Raukawa sought to secure the Crown's recognition of that partition by proposing a permanent reserve that encompassed the lands that, it appears, had been recognised to constitute the core of its rohe. Concurrently, it relinquished claims to those lands peripheral to that core. In that effort can be discerned a certain willingness on the part of Ngati Raukawa to be flexible, accommodative, and pragmatic in its response to other iwi and the Crown as they jostled for the right, on the one part, to alienate and, on the other part, the opportunity to purchase the highly coveted lands of the west coast.

Although McLean appears to have taken some care, before entering negotiations for sale and purchase, to investigate the character and extent of competing claims and the narratives that underlay them, the approach he developed and employed with respect to land purchase was essentially pragmatic. Narratives purporting to explain the past

and to describe present relationships were employed not to define ownership or to define interests, but to identify those likely to claim and who, prudence suggested, should be included in the discussions and negotiations. Featherston appears to have carried this approach furthest: thus, with respect to the Rangitikei-Manawatu transaction, he would, after the purchase had been concluded, disclaim all knowledge of the past events that had shaped the region's present. Moreover, he set out to secure the signatures to the Deed of Cession of all those with claims to the block however remote they may have been.

The Crown, during the period of pre-emptive purchasing, in fact developed and advanced a narrative of its own, one intended to explain and secure support for the course of action on which it had embarked. It embodied several distinct elements that revolved around the establishment and maintenance of internal security, the introduction of the rule of law, the preservation of peace, economic growth through the conversion of natural resources into sources of output, and the universal distribution of the benefits of that growth. Collectively, those elements supported and sustained its claim that peace and prosperity for all the peoples of the colony could best be secured and maintained by a single central and appropriately empowered entity, the Crown itself. Elements of that narrative emerged during McLean's negotiations for Rangitikei-Turakina: purchase of land by the Crown, he suggested, would allow Maori to resolve disputes over land and thus enhance stability and order; purchase would allow Maori to invest capital in the development of their remaining land and so participate in the newly emergent commercial economy; purchase would be followed by the arrival of settlers, employment, and roads, and settlement would bring schools and hospitals. In his efforts to acquire Rangitikei-Manawatu, Featherston, convinced from an early date that Maori would be rendered extinct by the advance of a superior culture, chose to emphasise just one of those elements.

The evidence clearly indicates that the 'Manawatu lands' assumed great importance in the plans of the New Zealand Company and subsequently in those of the Wellington Provincial Government. Their ability to sustain their colonising missions depended first and foremost on the acquisition of lands from Maori and re-sale to settlers, while upon the conversion of those lands into sources of output rested the economic fortunes of the Province as a whole. The importance attached to the extinguishment of

Native title to the lands of the west coast was plainly evident in Featherston's sustained efforts to secure to the Wellington Provincial Government the right to conduct land purchasing operations within its borders and, when that failed, to secure appointment as the General Government's Wellington land purchase commissioner. Featherston was above all actuated by three major desires, namely, to control and direct the affairs and development of his Province, to invigorate and defend provincial political institutions, and to secure and maintain peace, order and stability. All three informed and drove his land purchasing ambitions. Whereas the acquisition of Rangitikei-Turakina, Te Awahou, and Te Ahuaturanga, none of which involved Featherston, proceeded without serious difficulty or major controversy, that of Rangitikei-Manawatu, for which Featherston was responsible, quickly became mired in controversy and protest.

While some historians have been inclined to hold Featherston primarily responsible for the difficulties that attended the protracted Rangitikei-Manawatu transaction, in fact he embarked upon the task in circumstances very different from those that confronted McLean at the time of the Rangitikei-Turakina purchase. Warfare had engulfed large parts of the North Island; Hauhauism, with its emphasis upon salvation from the Pakeha, had made its appearance and secured adherents among west coast Maori; the Maori King movement was gaining strength and securing followers among Ngati Raukawa in particular; and immigration into Wellington Province was dwindling and economic performance remained sluggish. Having borrowed monies and invested in public works in the expectation that it would secure healthy land revenues, the Wellington Provincial Government confronted declining land sales, contracting income, and an increasingly limited capacity to service its debts. Concurrently, Featherston was faced with mounting political challenges, among them, the emergence of a strong and reform-minded party within the Provincial Council, the development of a movement dedicated to constituting a new province that would include those lands vital to Wellington's interests, growing criticism over his Government's apparent inability to maintain effective and efficient public services, and growing doubts over the maintenance of the Colony's quasi-federal political structure. Further, some sections of public certainly entertained deep suspicions over where Ngati Raukawa's sympathies and loyalty lay, with the Crown or with the Maori King. Featherston clearly regarded the acquisition of the long-coveted Manawatu

lands as the solution to at least some of those difficulties: sale of the Manawatu land would allow the Provincial Government to meets its debt repayment obligations, replenish the provincial treasury, allow investment in much-needed public works, sustain provincial public services, disarm the separatists, and meet the demands of those whose land orders the New Zealand Company had failed to fulfil.

While Ngati Apa had been willing to sell Rangitikei-Turakina, Ngati Raukawa, on the other hand, proved as unwilling to dispose of the lands that it claimed to have acquired through conquest and subsequent occupation. Featherston did not make his task any easier when he elected to try to acquire the block as a whole, that is, to secure what was commonly termed 'absolute purchase,' rather than to try to acquire the block stepwise through negotiations with individual hapu. To further his pursuit of 'absolute purchase,' Featherston recognised that he had to acquire the powers of a land purchase commissioner and to secure the exemption of the Manawatu lands from the operation of the proposed new Native land law legislation. In his judgment, investigation of contested claims to such a large and coveted block of land would prove involved, protracted, and of uncertain outcome, where the needs of his Province indicated a speedy and complete purchase. His appointment as Land Purchase Commissioner and the exemption of the Manawatu block from the operation of the Native Lands Act 1862 fulfilled both requirements.

In the face of Ngati Raukawa's steadfast opposition to the sale of Rangitikei-Manawatu, Featherston had also to secure some form of political leverage as a basis on which he might initiate purchase negotiations. Ngati Apa's decision to confront Ngati Raukawa over the distribution of rents arising out of (illegal) leasing of land to Pakeha squatters provided, as Buller quickly realised, the necessary opportunity. At first sight that dispute appears to have been of quite minor dimensions, involving two, perhaps three runs. In fact, Kawana Hunia's decision to provoke trouble had deeper roots: it lay in the apparent dissipation of the very modest proceeds Ngati Apa received for Rangitikei-Turakina, in the apparent determination of Ngati Raukawa to lease all of the Rangitikei-Manawatu lands, and in concern over the constitution (under the Native Lands Act 1862) of a tribunal to investigate and adjudicate land claims. The timing of the dispute is suggestive: illegal squatting on the west coast had begun several years earlier and rents had been distributed apparently without

difficulty and yet it was mid-1862 before Ngati Apa made its move, after it had demonstrated its loyalty to the Crown, after Featherston has secured his commission, and just ahead of the passage through Parliament of the Native Lands Act 1862 and, it should be noted, more than a decade after it had first pressed McLean to acquire the lands lying to the south as well as to the north of the Rangitikei River.

Kawana Hunia's challenge was to draw the Crown into a dispute that might be perceived or construed as a precursor of a war that could engulf Wellington Province: a dispute over rents arising out of illegal squatting controlled largely, it seems, by Ngati Raukawa, offered the opportunity he sought and the political leverage that Featherston required. It was the case that both the General and Wellington Provincial Governments exhibited some hesitancy about involvement in what was regarded initially as a minor dispute, but once Fox and Featherston both appreciated the implications of Ngati Raukawa's plan to lease the entire block and discerned an opportunity for Wellington to secure its long-cherished ambition to acquire the lands involved, Featherston acted. Drawing the Crown into an inter-iwi dispute also afforded Kawana Hunia an opportunity to fulfil the duty evidently imposed upon him by his father, namely, to recover all the ancestral lands that the iwi had previously lost, a duty which seems to sit oddly with the iwi's claims that it was never dispossessed of those lands. Drawing the Crown into the dispute and offering the land for sale enabled Ngati Apa to establish its claim to Rangitikei-Manawatu and offered it perhaps the only opportunity it would have of dispossessing its Ngati Raukawa rivals, the only opportunity to re-visit and recast the outcome of the pre-annexation civil wars, and the opportunity to employ the growing power of the Crown to settle to its satisfaction longstanding suspicions and enmities and reassert manawhenua.

There is just a hint in the archives consulted that Fox (resident in the Rangitikei district) may have helped to foment the dispute. No corroborating evidence was located, but it was clear that both the Crown and the Ngati Apa discerned in the dispute an opportunity to secure their separate objectives. Although the origins and scale of the dispute may remain less than entirely clear, what is clear is that Featherston chose to employ it as a stalking horse for his real goal. No evidence was located to indicate that he considered instituting proceedings against the squatters whose occupation was, after all, illegal. It was not that the Crown lacked the will or

the capacity to sue those deemed to be in illegal occupation, but it chose to employ its power only against those whose occupation was held to obstruct its plans for purchase. Rather, Featherston elected to invoke the possibility of cancellation in a bid to secure compliance on the part of the squatters with his decision to 'impound' the rents payable by all Rangitikei-Manawatu runholders. His claim that his action was intended to secure the peace has to stand alongside Buller's later claim that the objective had been to impoverish Maori and render Ngati Raukawa in particular receptive to the Crown's desire to acquire the block in its entirety. If Buller were correct, then impounding of illegal rents was an exercise in cynical politics.

There is little doubt that Featherston was familiar with the approach McLean had employed in his negotiations with Maori, but he elected to focus almost solely on what he perceived to be, or at least consistently maintained constituted, a serious threat to peace. The need to preserve peace and stability, either through negotiated purchase or armed intervention and confiscation, constituted the core of the narrative that Featherston advanced – and long maintained – as justification for the Crown's intervention. At the same time, he set out with considerable care to persuade Maori that he had intervened as a mediator and peace-maker and not as a prospective purchaser. That claim sat uncomfortably with his protracted struggle to secure appointment as land purchase commissioner, with his efforts to secure the exemption of the Manawatu lands, and with his belief that the extinguishment of Native title over all of the west coast lands was vital if the Province were to flourish.

Featherston consistently maintained that the proposal to sell Rangitikei-Manawatu proceeded from Maori themselves. With respect to Ngati Raukawa, that was certainly not the case. It is not entirely clear that it proceeded from Ngati Apa either, although the iwi endorsed the proposal where Ngati Raukawa, initially, rejected it. The latter's approach to the dispute was to try to separate the issue of the rents, and settle the question of distribution, from that of sale and purchase, an effort that was frustrated by Featherston's insistent claim that illegal squatting was complicating his efforts to resolve the dispute. Resolving a dispute over the distribution of rents scarcely suited the Land Purchase Commissioner's ambition.

Once claimants to Rangitikei-Manawatu agreed to consider sale, Featherston applied some of the approaches that McLean had successfully deployed. He chose to negotiate with all possible claimants rather than to define those whose claims had substantive merit, and he encouraged claimants to define those entitled to share in the purchase monies and indeed to arrange their individual shares. On the other hand, he chose not to follow McLean's practice and secure agreement over the size and location of reserves and have those reserves excluded from the sale block prior to the conclusion of the sale and purchase agreement. Featherston, it seems, preferred to render Maori dependent upon his goodwill: as events would demonstrate, the reserves he made could scarcely be described as munificent, while his approach to all, sellers and non-sellers, was less than even-handed. His failure to have reserves defined and excised, his failure to deal even-handedly, and his failure to set aside the ample reserves he had promised combined to provoke determined resistance that would delay by several years the subdivision and sale of Rangitikei-Manawatu.

As that resistance hardened, Featherston, rather than dealing directly with the core issues, resorted to tactics intended to marginalise, belittle, isolate, and excoriate the 'dissentients.' Foremost was his repeated invocation of the likelihood of war should the purchase not be completed and quiet possession secured. It followed that purchase, on the other hand, would ensure peace, stability, and progress, ideographs or virtue words that had wide public appeal and that were calculated to secure wide public support. The unstated assumption was that only purchase by the Crown could secure those desired ends. The political arsenal deployed by Featherston and those sections of the colonial press that supported him included several other tactics and ploys. Thus, repeated claims were made that the opponents comprised a small group of pejoratively labelled 'non-contents,' for the most part led by a minor and unscrupulous chief: their resistance, it was asserted, would fade in the face of the collective will of the iwi involved. Efforts were made to reduce the complexities involved to a few simple statements and so divert attention from the core issues; to cast those opposed as pliable, disloyal, treacherous, devious, self-serving, mischievous, and obstructionist; to invoke the spectre of conspiracies involving the missionaries, squatters, and others; and to accuse those opposed as the enemies of economic progress, peace, and stability. Repeated efforts, extending over several years, were made to present the transaction to both Maori and the general public as

having been successfully completed, efforts made, it seems, to assure a nervous public that Rangitikei-Manawatu would not prove to be Wellington's 'Waitara' and that an era of prosperity lay immediately ahead. Such claims were also made in an effort to encourage claimants to sign the Deed of Cession lest they should forfeit the right and opportunity to secure a share of the purchase monies and to secure reserves: claims of that kind were intended to persuade owners that completion of the transaction was inevitable and thus calculated to appeal to the fear of exclusion and loss.

Featherston's opponents were not deterred and in fact devised a campaign intended to appeal over his head to Parliament and to the general public beyond. In its implementation they displayed a remarkable sophistication and an enduring tenacity of purpose. Almost certainly Octavius Hadfield and Thomas Williams and other Pakeha were involved, but to the fore were several well-informed, politically astute, and articulate Maori leaders. Featherston and Buller, in particular, might seek to denigrate Parakaia Te Pouepa, Hoani Meihana Te Rangiotu, Henare Te Herekau and others as minor players, 'catechists,' and adulterers, but they displayed steadfastness of purpose, courage in the face of excoriation, and persistence in the face of set-backs. They couched their appeal in terms that most in the general public would find familiar and reassuring: what they sought, they insisted, was the right extended to all other Maori, namely, to have their claims investigated by an impartial tribunal. What they were not prepared to accept, they insisted, was a transaction that ignored their rights as owners and that in effect constituted confiscation. The position was admirably and succinctly expressed by Parakaia Te Pouepa when in 1867 he advised Grey that he was not opposed to the sale by any one of his own piece of land, but that Featherston was apparently not pleased at that stance and wished to acquire his piece and pay others for it.[2065]

Among some sections of the general public those claims resonated clearly, the more especially since Featherston had not concealed his opposition to any formal investigation of the rival claims to ownership. Moreover, those opposed to the transaction made it clear that any resistance to the surveyors would not involve violence, a commitment to which they carefully adhered. In short, Ngati Raukawa and

[2065]Parakaia Te Pouepa to Grey 29 March 1867, ANZ Wellington ACIH 16046 MA 13/111/70e.

Ngati Kauwhata transformed their historical narratives into what were essentially political narratives that had at their core claims of legal disempowerment arising out of the enactment of the Native Lands Acts of 1862 and 1865 and their provisions exempting the Manawatu lands from the jurisdiction of the Native Land Court.

The campaign, carefully developed and as carefully implemented, clearly had a major bearing upon the decision to allow those who had not signed the Deed of Cession to have their claims investigated by the Native Land Court. Both the claimants and the Court were placed in a difficult position: the former found that they confronted the Crown, with all the resources that it commanded, while the latter was required to adjudicate after the fact of purchase. Any ruling that did not favour one party or the other was thus vulnerable to attack on grounds that were only peripherally related to the substantive issues involved. The 1868 and 1869 hearings allowed the Crown, scarcely a disinterested party, to advance its own narrative that purported to describe, interpret, and define the outcomes of the pre-annexation warfare that had engulfed the west coast for some two decades. In doing so it revealed a very clear disposition to employ those events to construct a narrative that both supported its own land purchasing ambitions and justified its conduct of the transaction. Essentially, and in the face of a great deal of evidence to the contrary, it claimed that Ngati Toa did not conquer the region and that Te Rauparaha therefore did not allocate the conquered lands among his allies. Its corollary claim was thus that Ngati Raukawa occupied the west coast lands, and Rangitikei-Manawatu in particular, at the invitation or by the grace and favour of the original occupiers. In short, the Crown inverted the narrative advanced by Ngati Raukawa.

In the event, the Native Land Court in 1868 arrived at a determination that hinted strongly at compromise, while that offered in 1869 was based upon an interpretation of the region's pre-annexation history that contained some remarkable inconsistencies. Although it frequently referred to those lands as 'conquered' and to Te Rauparaha as the 'paramount chief,' it proved unable or unwilling to recognise the implications of the terminology it elected to employ. Moreover, it did not attempt to explain why Ngati Raukawa or Ngati Kauwhata had been invited or allowed to occupy lands later claimed by others by virtue of ancestral links and continuous occupation. During the 1869 hearing, Fenton indicated that Ngati Raukawa had

committed one great mistake: 'The fact is, Mr Travers [counsel for claimants], it appears to me the flaw in your client's title is that they did not kill and eat all these people.' [2066] The context of those remarks, namely that Ngati Raukawa had contributed to the conquest of the west coast, indicated that in Fenton's view, Ngati Raukawa had not pressed that conquest to its presumed logical conclusion, namely, the extermination of all of its opponents. That 'remnants' of Ngati Apa, Muaupoko, and Rangitane remained, irrespective of any conditions that might have been imposed upon them, was sufficient for the Court to rule that claims based ancestral connections and continuous occupation took precedence over those based on invasion, conquest, and occupation. Moreover, in ruling that the Ngati Raukawa claimants were entitled only to that land that they actually occupied, the Native Land Court set a standard that had it been applied to Ngati Apa may have resulted in a very different outcome. By offering the block for sale and pressing the Crown to purchase, Ngati Apa avoided having its claims subjected to the scrutiny of any tribunal. No evidence was located to indicate that Ngati Apa opposed the exemption of the Manawatu lands from the jurisdiction of the Native Land Court. On the contrary, Kawana Hunia's own, and admittedly somewhat enigmatic comments, suggest that Ngati Apa acted in anticipation of that exemption.

Those rulings, and what appears to have been an effort by Featherston to exploit to the Crown's advantage the 1869 ruling with respect to reserves, served to re-invigorate his opponents and the campaign of passive resistance. As the Wellington Provincial Government consequently proved unable to secure quiet possession and as its financial position continued to deteriorate, it appealed to the General Government. McLean was clearly alarmed to find a disposition on the part of many, sellers and non-sellers alike, to repudiate the entire transaction. Whether he accorded any great credence to claims (made then and subsequently) that the former owners of Rangitikei-Manawatu were intent upon extracting a second payment and that all the trouble had been fomented by Hadfield, McDonald, and Williams, is not clear. Certainly during the many meetings he held, Maori stressed three major matters: first, that Featherston had neither recognised nor respected the 'general partition' that had been agreed in 1849; second, that Featherston had consistently opposed and

[2066] 'Muaupoko and the Ngatiraukawa land dispute,' *Colonist* 13 January 1874, p.3.

undermined their efforts to secure a hearing before an impartial tribunal; and third, that Featherston had cut across the Native Land Court's September 1869 directive concerning the definition of reserves. The evidence does not disclose any overt effort to secure an additional payment: what was sought was fulfilment of the arrangements into which Featherston had entered over reserves and recognition of the claims of the non-sellers and of those who Featherston and the Court had chosen to disregard.

McLean clearly identified the difficulties but notably and explicitly refused to investigate rival claims to ownership or Featherston's conduct of the transaction. He confined his efforts to negotiating arrangements over reserves that would satisfy all those involved, and allow the Wellington Provincial Government to secure quiet possession and thereby recover from its perilous financial position. What McLean sought was a political solution to a dispute that had its origins in the events that had preceded annexation and in the competing historical narratives to which those events had given rise. His awards of additional land hardly met with Featherston's and the Wellington Provincial Government's approbation. Interestingly, rather than contemplate seeking reimbursement from Maori, they chose to sue the General Government for compensation. Although several years would elapse before the arrangements arrived at by McLean were finally implemented, his intervention and the promise of additional reserves, and the passage of the Rangitikei-Manawatu Crown Grants Act 1873 and the Himatangi Crown Grants Act 1877, saw overt opposition to the Rangitikei-Manawatu transaction decline but not cease entirely. Ngati Raukawa would make further efforts to secure recognition of its claims and redress for the injustices it insisted had been imposed upon it, while Thomas Williams, in 1883 and again in 1899 attempted to draw official and public attention to the iwi's claims. Practically, the only matter settled was the payment, in 1885, of the back-rents on the Himatangi Block.

The contest for the Horowhenua lands followed a not dissimilar course: a dispute over rents and boundaries was again employed to generate a confrontation in which arson and the destruction of property were employed as weapons. The evidence suggests that the dispute, fomented by Kawana Hunia in particular, was intended to draw the Crown into the controversy in the expectation or certainly the hope that, as in the case of Rangitikei-Manawatu, a political rather than legal settlement would be secured.

Perhaps having absorbed the lessons of the protracted and bitterly contested Rangitikei-Manawatu purchase, the Crown encouraged the disputants to take their claims to the Native Land Court. The ruling in the case of Horowhenua again attracted a great deal of criticism, largely on the grounds that it was based less on a careful assessment of the historical evidence than with a weather eye on the highly charged political context and the alleged expectations of the General Government. The evidence does suggest that the latter in particular was less interested in the claims being settled in accord with their individual merits and rather more in preserving order and stability. Practically above all else, the General Government was determined to protect its plans to employ foreign capital to reinvigorate the colonial economy. Whereas, the Rangitikei-Manawatu 'dissentients' managed to secure hearings for those who had not signed the Deed of Cession, Ngati Raukawa's efforts to secure a re-hearing in the case of the Horowhenua Block failed.

Two other matters merit brief comment. It would be a mistake to suppose that the protracted battle over Rangitikei-Manawatu centred solely on the possession of the land. Who owned the land and who derived the benefits from that ownership were important matters. But at a deeper level the struggle was over whether those with claims to the block were to be afforded, as the law provided all other Maori, the right to have their claims heard before an independent and impartial tribunal. At its core, the question was whether all Maori, as provided by the Treaty of Waitangi, were to enjoy 'the rights and privileges of British Subjects,' or whether such enjoyment was secondary to other political and economic imperatives and considerations. Further, that struggle was over whether Maori customary ownership of land should give way to a form of ownership that, embodying the key attribute of transferability, was demanded by the emerging colonial capitalist economy. On that matter at least, Featherston was in no doubt that Maori required no more than small reserves about their principal kainga while they awaited their extinction.

At the core of the controversy and the struggle for the ownership and control of the lands of the Wellington's west coast thus lay the narrative of inevitability, the belief that events once they have occurred impose what Clark termed 'a sense of their necessity,' as expressed in the claim that there was no alternative to the path taken. 'These narratives of inevitability,' he added, ' take many different forms – they may

merely attribute responsibility to other states or actors, they may ascribe to the system itself a propensity to generate war, independently of the will of individual actors, or they may appeal to the impersonal forces of History or Fate.'[2067] That narrative was deeply embodied in the belief that Maori were disposed by custom and tradition to settle differences through violence, in the belief that a dispute involving Ngati Apa, Rangitane, and Ngati Raukawa would engulf Wellington province, and that the only enduring solution was for the Crown to purchase the land at the heart of that dispute and from a people whose eventual fate was in any case extinction. Whether sincerely held or affected, those beliefs constituted the core of the narrative advanced to support the revolution in land ownership that took place in the Porirua ki Manawatu Inquiry District between 1820 and 1900.

[2067] Christopher Clark, *The Sleepwalkers. How Europe went to war in 1914*. London: Penguin Books, 2013, p.362.

Index to Supporting Documents

Alexander Turnbull Library

Archives New Zealand

Bibliography

Primary sources

Archives

Archives New Zealand, Wellington

AAFV 997: Statutory Branch Registered Maps

AAFV 997/34 GS North Island, tribal boundaries, native population, as given by F.D. Fenton, 1858, 1863-1863

AAFV 997/39 G518 North Island native tribal boundaries, topographical features, confiscated land, military and police stations – F.W. Palin, Defence Office, Wellington, 1869-1869

AAFV 997/122 W39 Ahuaturanga and Upper Manawatu, Te Oroua, and Awahou blocks (map)

AAFV 997/125 W105 Manawatu Horowhenua – sections, bush, potato grounds, lake Horowhenua – Charles Brier, 1842-1842

AAFV 997/125 W106 69/1368 Manawatu, Rangitikei Block, block, boundary, names – Lewis, 1867-1867

AAFV 997/125 W118 Country sections, Manawatu, Horowhenua, Native reserves, sections, roads, potato grounds, 1843-1843

AAFV 997/131 WR30 Rangitikei-Manawatu Block, Native reserves (tracing)

AAFV 997/131 WR30A Rangitikei-Manawatu Block, Native reserves (tracing)

AAYS 8638: Army Department

AAYS 8638 AD1 114/cy CD1872/1338 His Honour William Fitzherbert, Superintendent, Wellington, 17 January 1872, forwarding memo by J.G. Holdsworth respecting native meeting regarding Manawatu land, 1872-1872

AAYS 8638 AD1 114/dr CD1872/1358 From G.S. Cooper, Wellington 20 January 1872: Reporting land negotiations by Mr Grindell

AAYS 8638 AD1 114/ds CD1872/1359 His Honour, William Fitzherbert, Wellington, 20 June 1872, relating to survey of Rangitikei Manawatu block, 1872-1873

ACFP: General outwards correspondence from the Lieutenant-Governor

ACFP 8214 NM 1/- General outwards correspondence from the Lieutenant-Governor 24 July 1847 – 28 February 1853

ACIH 16046 MA13

ACIH 16046 MA13/25/16a Ngati Raukawa Special File 129, 1880-1883
ACIH 16046 MA13/25/16a Ngati Raukawa petitions 1880-1880
ACIH 16046 MA13/68/37b Himatangi Papers, special file 15, 1875-1880
ACIH 16046 MA13/111/70a Rangitikei-Manawatu, schedule consisting of papers, 1863-1867
ACIH 16046 MA13/111/70b Rangitikei-Manawatu, schedule consisting of papers, 1866-1866
ACIH 16046 MA 13/111/70c Rangitikei-Manawatu, schedule consisting of papers, 1866-1866
ACIH 16046 MA13/111/70d Rangitikei-Manawatu, schedule consisting of papers, 1866-1867
ACIH 16046 MA13/111/70e Rangitikei-Manawatu, schedule consisting of papers, 1867-1867
ACIH 16046 MA13/111/70f Rangitikei-Manawatu, schedule consisting of papers, 1866-1867
ACIH 16046 MA13/112/70g Rangitikei-Manawatu, schedule consisting of papers, 1872-1872
ACIH 16046 MA13/112/70h Rangitikei-Manawatu, schedule consisting of papers, 1870-1871
ACIH 16046 MA13/114/72a Rangitikei-Manawatu, unregistered papers, 1866-1871
ACIH 16046 MA13/115/72b Rangitikei-Manawatu, unregistered papers
ACIH 16046 MA13/115/73a Rangitikei-Manawatu, Native Office and Native Secretary registered files, 1866-1866
ACIH 16046/116/73b Rangitikei-Manawatu, Native Office and Native Secretary registered files, 1867-1871
ACIH 16046/119/74b Rangitikei-Manawatu, Native Office, Native Land Purchase, and Native and Defence registered files, 1871-1875
ACIH 16046/120/75b Rangitikei-Manawatu Special Files Nos 15, 82, 84, 85, 86, and 87, Wellington provincial registered files, 1872-1874

ACIH 16057 MA24: Miscellaneous Papers

ACIH 16057 MA24 8/16 Applications for arms. Register of copies of Maori Messenger despatched 1860-1861. List of natives supplied with bound conference papers. At back, Native Land Purchase Commissioner, Wellington, outwards letters 10 January 1852-12 September 1853

ACIH 16057 MA24 10/21 Miscellaneous official correspondence 1840-1842; 1844; 1863-1866; 1870
ACIH 16057 MA24 14/24 Miscellaneous Maori letters, 1844-1870
ACIH 16057 MA24 18/30 Miscellaneous papers, 1865-1920

ACIH 16077 MA 70: Records of the Department of Maori Affairs, Commission to inquire into matters connected with the Waipiro, Porangahau, Mangamaire and Ngarara Blocks

ACIH 16077 MA70/1/1 Evidence of the Commission relative to Ngarara - Nos. 1-35 - 15 November - 6 December, 1888
ACIH 16077 MA70/2/3 Evidence and report of the Native Affairs Committee of the Legislative Council, relative to Ngarara - 17-24 August, 1888
ACIH 16077 MA70/2/4 89/2033 Registered file of the Native Office, including the following items:

(1) Various petitions to Parliament about injustices and the issue of a Commission
(2) report of the Native Affairs Committee of the Legislative Council upon a petition concerning the Ngarara Block - September 1888
(3) Report of the Commissioners (printed)
(7) Miscellaneous papers relating to the Commission, 1888-1889

ACIH 16082 MA 75: Records of the Department of Maori Affairs, Horowhenua Commission

ACIH 16082 MA75/1/1 Minute book of the Commission - 6 March - 15 May, 1896
ACIH 16082 MA75/1/2 Report of the Commission, no date
ACIH 16082 MA75/1/3 Notes of a meeting of the Rangitane Tribe with Dr Featherston and Mr Buller at Puketotara - 19 January - Native Office file, 1867
ACIH 16082 MA75/1/4 Objection to surveying a boundary on certain land at Horowhenua - Native Office file, 1869
ACIH 16082 MA75/1/5 Various papers of the Native Office relating to Horowhenua including "A brief sketch of the Horowhenua Case" - Native Office file, 1869-1871
ACIH 16082 MA75/1/6 Papers relative to Horowhenua (printed), 1871
ACIH 16082 MA75/1/7 Bundle of telegrams relating to Horowhenua - to and from Donald McLean, 1871
ACIH 16082 MA75/2/8 Kukutauaki Block: copy of proceedings of Native Land Court at Foxton, November 1872, with notes of evidence used by Commission, 1872
ACIH 16082 MA75/2/9 Reports on dispute between Ngatikauwhata Tribe and Kawana Hunia - Native Office file, 1871-1873
ACIH 16082 MA75/2/10 Disposal of Poroutawhao, adjoining Horowhenua - Native Office file, 1873
ACIH 16082 MA75/2/11 Judgement of Native Land Court, concerning Horowhenua - Native Office file, 1874

ACIH 16082 MA75/2/12 File of Native and Defence Department papers, mostly records of meetings between Government and Maoris - (Printed and unprinted) - Native Office file, 1874

ACIH 16082 MA75/2/13 Sievwright's purchase: removal of Proclamation, 1885-1886 (Attached is printed Petition to Parliament by Sir Walter Buller, ?1896) - Native Office File, 1885-1886

ACIH 16082 MA75/2/14 File containing papers relating to Horowhenua - Native Office file, 1873-1886

ACIH 16082 MA75/3/15 File containing papers relating to Horowhenua - Justice file, 1890-1896

ACIH 16082 MA75/3/16 Minutes of Proceedings and evidence in the Native Appellate Court, Levin, under the provisions of the "Horowhenua Block Act, 1896", in relation to Division XIV of the said Block - February-April - (Printed, with an index in pencil), 1897

ACIH 16082 MA75/3/17 Report of the Native Affairs Committee on "The Native Lands Settlement and Administration Bill", together with Petitions and Minutes of Evidence - (printed), 1898

ACIH 16082 MA75/3/18 File dealing with the alleged perjury of three Maoris before the Commission and with question whether Alexander McDonald could legally be charged with subordination of perjury - Justice Department file, 1898

ACIH 16082 MA75/3/19 Minutes of Evidence of Native Land Court of Appeal, sitting at Levin, May 1898

ACIH 16082 MA75/3/20 Minutes of Evidence of Native Affairs Committee, taken in connection with petitions relating to the proposed Native Lands Settlement and Administration Bill 1899 - (printed), no date

ACIH 16082 MA75/4/21 General file relating to Horowhenua, 1880-1899

ACIH 16082 MA75/4/22 File containing summary of Law Accounts re Horowhenua; report of the Public Petitions A to L Committee on the petition of Sir Walter Buller, with evidence and appendix - (printed), 1898

ACIH 16082 MA75/4/23 Disposals of sub-divisions of Horowhenua No. II B, No. 36, Kawiu, 1904-1905

ACIH 16082 MA75/4/24 Miscellaneous papers, including a sketch plan of subdivisions of No. II Block, Horowhenua, 1893, 1896-1905, 1893-1905

ACIH 18593 MA W1369: Records of the Department of Maori Affairs, Registered files, commission papers, land transfer papers, indexes and registers and other miscellaneous records

ACIH 18593 MAW1369/1 6/0/7 Native Reserve Petitions, 1917-1929

ACIH 18593 MAW1369/27 1872/272 Te Watene Tiwaewae wants to sell part of Horowhenua; does Mr McLean still desire that arbitration should take place? (Letter and attachments), 1872-1873

ACIH 18593 MAW1369/27 1890/1531 Horowhenua Block telegrams, 1887-1890

ACIH 18593 MAW1369/27 1896/22 Horowhenua Block return of The District Land Register to the order of the Royal Commission, 1896

ACIH 18593 MAW1369/27 [86] Statement of Warena Te Hakeke with regard to the Horowhenua block, 1892

ACIH 18593 MAW1369/27 [87] Horowhenua Memorandum for Native Land Court Chief Judge re Horowhenua no.11, 1891
ACIH 18593 MAW1369/28 [88] Horowhenua Commission (report and evidence) AJHR 1896 g 2, 1896
ACIH 18593 MAW1369/28 [89] Horowhenua Commission 1896 (clerks notes), 1896
ACIH 18593 MAW1369/28 [90] Horowhenua correspondence, 1896
ACIH 18593 MAW1369/28 [91] Horowhenua Block: minutes of proceedings in Native Appellate Court (AJHR 1897 G2), 1897
ACIH 18593 MAW1369/29 [92] Typed copy of minutes from Native Appellate Court, Levin 15 Sept 1898 on Horowhenua sub division 11, 1898
ACIH 18593 MAW1369/29 [93] Loose papers re Horowhenua Block, 1898-1902
ACIH 18593 MAW1369/36 [116] Loose papers relating to various subjects including Ngakaroro 3c (claims made), succession orders, etc, 1881-1923
ACIH 18593 MAW1369/115 part 6 Bound volume containing maps of Native Reserves (indexed), c.1862-c.1878

AEBE 18507: Legislative Department

AEBE 18507 LE1 15/ 1856/128 Alt No 101 Return showing detailed estimate of expenditure on account of the Land Purchase Department for the year 185
AEBE 18507 LE1 18/ 1858/226 Alt No 40 Land purchases from Natives, correspondence between the Governor and his Ministers relative to
AEBE 18507 LE1 1/ 724 1860/228 Alt No 61 Native lands, return of all lands purchased in the various provinces – return showing all purchases of native land subsequent to 30 June 1856
AEBE 18507 LE1 1861/229, Memorandum by Mr Searancke in vindication of his conduct as Land Purchase Commissioner
AEBE 18507 LE1 28/ 1860/230 Alt No 103 Native lands, a return of all outstanding contracts for the purchase of
AEBE 18507 LE1 31/ 1861/228 Alt No 40 Land Purchase Department, further papers relative to the operations of
AEBE 18507 LE1 49/ 1866/112 Alt No 18 Featherston, Dr, authority under which exercises the duties of a Native Land Purchase Commissioner
AEBE 18507 LE1 49 1866/121 Alt No 69 Native insurrection, return of arms and ammunition supplied to friendly natives
AEBE 18507 LE1 54 1867/115 Alt No 120 Manawatu, correspondence relative to an alleged threat of the Land Purchase Commissioner to avail himself of the offer of 500 armed Native[s] v the dissentients to the sale of
AEBE 18507 LE1 58 1868/129 Alt No 78 Petition of the Maori Runanga of Ngatiraukawa at Rangitikei, Manawatu and Otaki praying that the Ngatiapa may be sent back to Parewanui with their guns
AEBE 18507 LE1 65 1869/151 Alt No 125 Wellington, Province of, return of rents received and impounded by the Land Purchase Commissioner from runholders in the Manawatu Block
AEBE 18507 72 1870/129 Alt No 145 North Island, maps of the, showing the various tribes

AECZ 18714: Native Land Purchase

AECZ 18714 MA-MLP1 1/6f 1873/112 James Grundell [*sic*, Grindell] 29 July 1872: report on his visit to Horowhenua to arrange for surveys of native lands, 1872-1873

AECZ 18714 MA-MLP1 8/I 1880/738 James Booth, Otaki 8 November 1880 as to steps taken to recover advances on certain lands the purchase of which has been abandoned, 1880-880

AECZ 18714 MA-MLP1 9/ac 1881/221 James Booth 25 May 1881 Forwarding report showing state of land purchase transactions in the Wanganui district 1881-1881

AECZ 18714 MA-MLP1 1/bk 1873/108a James Booth 12 July 1872 Report on land purchasing operations for 1872 1872-1872

AECZ 18714 MA-MLP1 4/bs 1879/193 James Booth 5 July 1879 Annual report as land purchase officer

AECZ 18714 MA-MLP1 5/ej 1879/595 James Booth 5 December 1879 Return showing state of his negotiations in progress 1879-1879

AECZ 18714 MA-MLP1 8/h 1880/737 James Booth 5 November 1880 Natives agree to an investigation of government interests in Waha o te Marangai block 1880-1880

AECZ 18714 MA-MLP1 8/1 1880/738 James Booth, Otaki 8 November 1880 as to steps taken to recover advances on certain lands the purchase of which has been abandoned, 1880-1880

AECZ 18714 MA-MLP1 36/s 1879/646 James Booth 16 December 1879 Reporting on interviews in December 1878 of the then Native Minister by a deputation of Ngatiapa and Rangitane chiefs interested in Middle and Lower Aorangi blocks 1879-1879

AECZ 18714 MA-MLP1 36/s 1882/300 James Booth 7 August 1882 Report on proposals of Natives regarding sale of Middle Aorangi block 1882-1882

AECZ 18714 MA-MLP1 36/2 NO1880/102 Wirihana Hunia 22 December 1879 Asks for 8000 acres of Aorangi 2 for himself and tribes on which to live 1879-1880

AECZ 18714 MA-MLP1 53/i 1882/255 Secretary Wellington and Manawatu Railway Company 17 Jul 1882 Requesting particulars on account of Tuwhakatupua Aorangi Horowhenua and any other blocks within area of allocation with the purchase of which the Government does not intend to proceed 1882-1882

AECZ 18714 MA-MLP1 53/i PW1872/2554 James Booth 19 September 1872 Forwards tracing of Tuwhakatupua and advances to Rangitane 1872-1872

AECZ 18714 MA-MLP1 27/q 1890/136 T.W. Lewis, Wellington 24 April 1890 Memo of instructions to Mr Butler to endeavour to settle dispute between Kemp and Hunia regarding Horowhenua 1890-1890

ACIA 16195: Wellington Provincial Government

ACIA 16195 WP3/8 60/227-569 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1860-1861

ACIA 16195 WP3/8 61/1-450 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1860-1861

ACIA 16195 WP3/9 61/451-711 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government 1861-1861

ACIA 16195 WP3/10 62/1-400 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1862-1862

ACIA 16195 WP3/11 63/1-100 Superintendent, general inwards letters and letters from the Commsiioner of Crown Lands and the General Government, 1862-1863

ACIA 16195 WP3/11 62/401-636 Superintendent, general inwards letters and and letters from the Commissioner of Crown Lands and the General Government, 1862-1863

ACIA 16195 WP3/12 63/101-400 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1863-1863

ACIA 16195 WP3/13 63/401-704 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1863-1863

ACIA 16195 WP3/14 64/3-404 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1864-1864

ACIA 16195 WP3/15 64/406-700 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1864-1864

ACIA 16195 WP3/16 64/701-1069 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1864-1864

ACIA 16195 WP3/17 65/1-450 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1865-1865

ACIA 16195 WP3/18 65/451-648 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1865-1865

ACIA 16195 WP3/18 65/700-776 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands, 1865-1865

ACIA 16195 WP3/19 66/1-450 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the Gnereal Government, 1866-1866

ACIA 16195 WP3/20 66/451-732 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1866-1866

ACIA 16195 WP3/23 68/5 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1868-1868

ACIA 16195 WP3/24 69/1-200 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1868-1869

ACIA 16195 3/24 64/480-591 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1868-1869

ACIA 16195 WP3/25 69/475-565 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1869-1869

ACIA 16195 WP3/25 69/201-474 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1869-1869

ACIA 16195 WP3/25 69/475-565 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1869-1869

ACIA 16195 WP3/26 70/1-450 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1870-1870

ACIA 16195 WP3/27 71/9-664 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1870-1872

ACIA 16195 WP3/27 72/1-160 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1870-1872

ACIA 16195 WP3/27 70/451-567 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1870-1872

ACIA 16195 WP3/28 72/163-780 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1872-1872

ACIA 16195 WP3/29 72/781-953 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1872-1873

ACIA 16195 WP3/30 73/301-662 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1873-1873

ACIA 16195 WP3/31 74/1-450 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1874-1874

ACIA 16195 WP3/32 75/1-150 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1874-1875

ACIA 16195 WP3/32 74/451-642 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1874-1875

ACIA 16195 WP3/32 75/1-150 Superintendent, general inwards correspondence and letters from the Commissioner of Crown Lands and the General Government, 1874-1875

ACIA 16195 WP3/33 75/151-564 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1875-1875

ACIA 16195 WP3/34 76/5-329 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1876-1876

ACIA 16195 WP3/35 76/331-574 Superintendent, general inwards letters and letters from the Commissioner of Crown Lands and the General Government, 1876-1877

ACIA 16196: Wellington Provincial Government

ACIA 16196 WP4/1 1872/4-575 Superintendent, inwards letters from the General Government, 3 January to 28 December, 1872-1872
ACIA 16196 WP4/6 1872/8-372 Superintendent, inwards letters from the Commissioner of Crown Lands, 4 January to 9 December, 1872-1872
ACIA 16196 WP4/6 1873/1-55 Superintendent, inwards letters from the Commissioner of Crown Lands, 3 January to 19 December, 1873-1873
ACIA 16196 WP4/2 1873/1-221, Superintendent, inwards letters from the General Government, 4 January to 31 December, 1873-1873
ACIA 16196 WP4/6 1874/1-53 Superintendent, inwards letters from the Commissioner of Crown Lands, 3 January to 18 December, 1874-1874
ACIA 16196 WP4/3 1874/2-301 Superintendent, inwards letters from the General Government, 8 January to 31 December, 1874-1874
ACIA 16196 WP4/6 1875/1-34 Superintendent, inwards letters from the Commissioner of Crown Lands, 6 January to 3 December, 1875-1875
ACIA 16196 WP4/4 1875/1-167 Superintendent, inwards letters from the General Government 4 January to 29 December, 1875-1875
ACIA 16196 WP4/6 1876/1-31 Superintendent, inwards letters from the Commissioner of Crown Lands, 5 January to 28 December, 1876-1876
ACIA 16196 WP4/5 1876/1-35 Superintendent, inwards Letters from the General Government, 1 November to 30 December, 1876-1876
ACIA 16196 WP4/5 1876/5-154 Superintendent, inwards letters from the General Government, 18 January to 30 October, 1876-1876
ACIA 16196 WP4/5 1877/1-11 Superintendent, inwards letters from the GNeneral Government, 9 January to 24 January, 1877-1877

ACIA 16198: Wellington Provincial Government

ACIA 16198 WP6/1 Superintendent, entry books of outward letters, 17 June 1856 - 30 March 1858, 1856-1858
ACIA 16198 WP6/2 Superintendent, entry books of outward letters, 2 April 1858 to 17 September 1856, 1858-1860
ACIA 16198 WP6/3 Superintendent, entry books of outward letters, 20 September 1860- 28 June 1862, 1860-1862
ACIA 16198 WP6/4 Superintendent, entry books of outward letters, 1 July 1862 to 20 September 1864, 1862-1864
ACIA 16198 WP6/11 Superintendent, entry books of outwards letters, 30 December 1863 to 14 November 1864, 1863-1864
ACIA 16198 WP6/5 Superintendent, entry books of outwards letters, 21 September 1864 to 25 November 1867, 1864-1867
ACIA 16198 WP6/6 Superintendent, entry books of outwards letters, 4 January 1868 to 27 June 1871, 1868-1871

ACIA 16198 WP6/7 Superintendent, entry books of outwards letters, 28 June 1871 to 30 August 1872, 1871-1872
ACIA 16198 WP6/8 Superintendent, entry books of outwards letters, 3 September 1872 to 21 April 1873, 1872-1873
ACIA 16198 WP6/9 Superintendent, entry books of outwards letters, 17 June 1874 to 28 September 1875, 1874-1875
ACIA 16198 WP6/10 Superintendent, entry books of outwards letters, 27 September 1875 to 28 February 1877, 1875-1877

Manuscripts

Account of migrations to the Wellington area recorded by H.T. Whatahoro Jury (Alexander Turnbull Library MA-Papers-0189-B055)

Account of some of the hekes or migrations from Taranaki and the North to Cook Strait, told by Rangipitio of Onaero to A. Shaw and S. Percy (Alexander Turnbull Library MS 1127-128)

Agreement by Ngati Toa (Matene Te Whiwhi and others) to sell land at Porirua to James Mackay and others (Alexander Turnbull Library MS 0520)

Walter Buller, *Papers* (Alexander Turnbull Library-copy-micro-0686)

George Clarke (Jr), *Letters and journals* (Hocken Collections)

Featherston papers (Alexander Turnbull Library MS1741-1

Diary of James Grindell – MS-Group-1551

Hadfield Papers [Papers summarising the Native Land Court sitting at Otaki March/April 1868] (Alexander Turnbull Library MS Papers 139)

Octavius Hadfield, *Papers, Volume 1* (Alexander Turnbull Library QMS-0897)

Octavius Hadfield, *Papers, Volume 2* (Alexander Turnbull Library QMS-0898)

Octavius Hadfield, *Relations between the British Government and the Native Tribes of New Zealand* (Alexander Turnbull Library Micro-MS-0409)

Te Kohitanga Papers (Alexander Turnbull Library MS-Papers-6373)

McLean Papers (Alexander Turnbull Library MS Papers 32 and MS Copy Micro 535)

Mantell Family Papers [Papers regarding the Rangitikei-Manawatu purchase] (Alexander Turnbull Library MS Papers 83:236)

Rangi Marumaru, *Notes on the Parewanui district and the Ngati Apa Tribe* (Alexander Turnbull Library MS-Papers-1985

D. Matheson Collection, *Document concerning the Rangitikei purchase* (Alexander Turnbull Library MS-Papers-2779)

Henry Sewell, *Journals* (Alexander Turnbull Library QMS-1786-1787)

W.M. Smith, *Journal 1833-1841* (Alexander Turnbull Library QMS)

Tamihana Te Rauparaha, *Life and times of Te Rauparaha* (Alexander Turnbull Library fMS-220-221)

Te Watene Taungatara, *History of Ati Awa* (Alexander Turnbull Library MS-Papers-1187-181)

Richard Taylor, *Papers 1826-1872* (Alexander Turnbull Library MS-Papers 254)

Wiremu Neera Te Kanae, *The history of the tribes Ngati Toarangatira, Ngati Awe-o-Runga-o-Te-Rangi and Ngati Raukawa, having special reference to the doings of Te Rauparaha, 1888.* (Auckland Public Library)

Official publications

Appendices, Journals of the House of Representatives

1854: Votes and Proceedings of the House of Representatives
1855: Votes and Proceedings of the House of Representatives
1855: Enclosures to messages from His Excellency the Officer administering the Government
1856: Votes and Proceedings of the House of Representatives
1856: Native land purchase
1856: Native Land Purchase Department
1856: Financial returns relative to the assets and liabilities of the General Government
1858, B5: Correspondence relative to the New Zealand loan of £500,000
1858, C1: Native land purchases
1860, C1: Native land purchases: statement of the distribution and expenditure of the allocated sum of £180,000
1860, E1: Further papers relative to Native affairs
1860, E1A: Further papers relative to Native affairs: petition from Natives of Otaki for Governor's recall
1861, C1: Commissioners' reports relative to land purchases
1861, C3: Return of the quantity of land purchased from the Natives
1861, C4: Return of the Land Purchase Department 1861
1861, C5: Statement of the amount of the land purchase loan expended in the Provinces of Auckland, Wellington, and Hawke's Bay

1861, E1F: Further papers relative to Native insurrection
1862, C1: Report of the Land Purchase Department relative to the extinguishment of Native title in the Ahuriri District
1862, C3: Return of the quantity of land purchased from the Natives and the amount paid
1862, E3: Native addresses of welcome to Sir George Grey, Auckland, 1861
1862, E7: Reports of the state of the Natives in various districts
1862, E9: Further papers relative to Governor Sir George Grey's plan of Native government
1863, A1: Papers relating to Acts of the Assembly
1863, A8A: Memorandum on roads and military settlements in the northern island of New Zealand
1863, B7: Return of all sums authorised to be borrowed by the General and Provincial Governments of New Zealand
1863, E3A: Despatches from the Secretary of State and the Governor of New Zealand
1863, E15: Papers relative to the purchase of the Waitotara block in the Province of Wellington
1863, E16: Return of Europeans in the occupation of Native land
1864, E2: Further papers relative to the Native insurrection
1864, E3: Further papers relative to the Native insurrection
1864, E7: Return of all officers employed in Native districts in January 1864
1864, E10: Return of persons occupying Native lands
1864, G10, petition of Ihakara and other natives resident at Rangitikei at Manawatu, praying that their territory may be brought under the operation of 'The Native Lands Act, 1862.'
1865, C2: Return of land purchases in New Zealand
1865, D15: Papers relative to certain disallowed accounts of the Resident Magistrate, Manawatu
1865, D15A: Further papers relative to certain disapproved accounts of the Resident Magistrate, Manawatu
1865, E2: Papers relative to the Rangitikei land dispute
1865, E2A: Papers relative to bringing lands in the Manawatu district under the operation of the Native Lands Act, 1862
1865, E2B: Correspondence relating to the Manawatu block
1865, G4: Petition of Ihakara and other Natives resident at Rangitikei at Manawatu, praying that their territory may be brought under the operation of the Native Lands Act 1862
1865, G9: Petition of Matene Te Whiwhi and Otaki Natives
1865, G10: Petition of Parakaia Panepa and other Natives
1865, G11: Petition of Henere Te Herekau and other Natives
1866, A1: Despatches between the Governor of New Zealand and the Right Hon the Secretary of State for the Colonies
1866, A4: Further papers relative to the Manawatu block
1866, A15: Correspondence relative to the Manawatu block
1866, B1: Return relative to the ordinary and territorial revenue of the several provinces, from 1st July 1861 to 30 June 1865
1866, B7: Return relative to the ordinary and territorial revenue of the several provinces, from 1st July, 1861 to 30th June, 1865
1866, C3: Return of all lands in the several provinces of New Zealand held under depasturing leases or licenses etc

1866, C4: Return showing the total number of acres of lands sold or otherwise disposed of in the several provinces of New Zealand
1867, A19: Return of correspondence relative to the Manawatu block
1867, C4: Return showing the total number of acres of land sold or otherwise disposed of in the several provinces of New Zealand from the 1st of April, 1856 to the 31st of December, 1866
1867, G1: Petition of Te Whiwhi and other Natives at Otaki
1867, G13: Petitions presented to the House of Representatives; petition of Natives of Manawatu relative to Rangitikei lands
1867, G14: Petitions
1868, A1: Despatches from the Governor of New Zealand to the Secretary of State for the colonies
1868, A19: Copy of reply to application of non-selling Ngatiraukawa claimants to be heard in Wellington
1868, G1: Petition of the Ngatikauwhata Tribe
1868, B8: Papers relative to certain provincial debts of the Province of Wellington
1869, A10: Reports from officers in Native districts
1869, B6: Return of the total liability of the Colony, as well as of the several provinces on account of existing loans
1869, D27: Return of leases made by Natives to Europeans
1870, A1B: Further despatches from the Secretary of State for the Colonies and the Governor of New Zealand: Rangitikei Manawatu, final decision
1870, A11: Return giving the names etc of the tribes of New Zealand
1870, A16: Reports from officers in Native districts
1870, A25: Memorandum on the Rangitikei and Manawatu land claims
1870, C3: Returns of lands sold etc in the Colony of New Zealand
1870, G1: Petition of Ngatiraukawa Tribe
1871, A2: Memorandum on the operation of the Native Land Court and appendices relating thereto
1871, A2A: Papers relative to the working of the Native Land Acts
1871, F4: Report from the Commissioner of Native reserves
1871, F6A: Reports from officers in Native districts
1871, F6B: Further reports from officers in Native districts
1871, F8: Papers relative to disputes amongst Native tribes, as to lands at Horowhenua
1871, G30: Correspondence relative to Mr W.L. Buller's leave of absence to England.
1871, I1: Petition of Tamihana Te Rauparaha and others
1872, F1B: Report on the Native reserves in the Province of Wellington
1872, F3: Reports from officers in Native districts
1872, F3A: Further reports from officers in Native districts
1872, F8: Further correspondence relating to the Manawatu-Rangitikei purchase
1872, G40: Claims of the Province of Wellington against the colony: Manawatu purchase
1872, G40B: Statement of claims made by the Province of Wellington against the General Government
1872, H11: Report of the Select Committee on Native Affairs
1873, A1A: Despatches from the Governor of New Zealand and the Secretary of State
1873, G1: Reports from officers in Native districts
1873, G1B: Reports from Native officers of Native meetings
1873, G8: Reports from officers engaged in purchase of Native lands

1874, C4: Area of lands purchased and leased
1874, G2: Reports from officers in Native districts
1874, G7: Approximate census of the Maori population
1874, H18: Report on the claim of the Province of Wellington in respect of the Manawatu Reserves
1875, G1: Reports from officers in Native districts
1875, G1A: Further reports from officers in Native districts
1875, G6: Statement relative to land purchases, North Island
1875, G7: Native land purchase agents
1876, G1: Reports from officers in Native districts
1876, G5: Purchase of lands from the Natives
1876, G10: Statement relative to land purchases, North Island
1876, I4: Reports of the Native Affairs Select Committee
1877, C6: Lands purchased and leased from Natives in North Island
1877, C8A: land purchases in the North Island
1877, C9: Unsold land in each county
1877, G1: Reports from officers in Native districts
1877, G7: Purchase of lands from the Natives
1877, I3: Reports of the Native Affairs Select Committee
1878, C5: Lands proclaimed under the Government Native Land Purchases Act 1877
1878, G1: Reports from officers in Native districts
1878, G2: Census of the Maori population, 1878
1878, G4: Lands purchased and leased from Natives in North Island
1879, G1: Reports from officers in Native districts
1879, G1A: Further reports from officers in Native districts
1879, Session II, C4: Lands purchased and leased from Natives in North Island
1879, Session II, C9: Purchase of Native lands in North Island
1879, Session II, H31: Land-tax valuing
1880, C3: Lands purchased and leased from Natives in North Island
1880, E1: Public works statement (map)
1880, E3: Report of Railway Commission
1880, G3: Report of the Commissioner of Native reserves
1880, G4: Reports from officers in Native districts
1881, C6: Lands purchased and leased from Natives in North Island
1881, G2: Report of the Ngati Toa Royal Commission, with Ngati Toa genealogical tables of descent
1881, G2A: Ngati Kauwhata Claims Commission
1881, G2B: Ngati Kauwhata Claims Commission: correspondence relating to the
1881, G3: Census of the Maori Population, 1881
1881, G8: Reports from officers in Native districts
1882, C4: Lands purchased and leased from Natives in North Island
1882, D7: Contract entered into between Her Majesty the Queen and the Wellington and Manawatu Railway Company Limited
1882, G1: Reports from officers in Native districts
1882, I2: Reports of the Native Affairs Select Committee
1883, C3: Lands purchased and leased from Natives in North Island
1883, G1: Reports from officers in Native districts
1883, G4: Alienation of Native lands
1883, G5: Native Land Court
1883, G6: Dealings with Native lands

1883, G7B: Lands reserved exclusively for Natives
1883, G7C: Native reserves in New Zealand
1883, I2: Reports of the Native Affairs Select Committee
1884, Session II, C2: Lands purchased and leased from Natives in North Island
1884, I2: Reports of the Native Affairs Select Committee
1885, C7: Lands purchased and leased from Natives in North Island
1885, G2: Reports from officers in Native districts
1885, G6: Lands passed through Native Land Court and purchased by Europeans
1885, I2: Reports of the Native Affairs Select Committee
1885, I2A: Native Affairs Committee: Report on the petitions of Renata Ropiha and others and Hera Tuhangahunga and others, together with minutes of evidence
1886, C5: Lands purchased and leased from Natives in North Island
1886, G1: Reports from officers in Native districts
1886, G6: Dealings with Native lands
1886, G12: Census of the Maori population
1886, G15: Lands possessed by Maoris, North Island
1887, D5A: Wellington and Manawatu Railway Company
1887, Session II, C3: Lands purchased and leased from Natives in North Island
1887, Session II, G1: Reports from officers in Native districts
1887, Session II, I5A: Report on petition of Wellington and Manawatu Railway Company
1888, B15: Results of property assessment, 1888
1888, G2: Native land purchases in the North Island
1888, G2A: Lands purchased and leased from Natives in North Island
1888, G5: Reports from officers in Native districts
1888, I5: Reports of Waste Lands Committee
1888, I5B: Report on petition of Wellington and Manawatu Railway Company
1889, C6: Lands purchased and leased from Natives in North Island
1889, G1: Ngarara, Porangahau, Mangamaire, and Waipiro blocks
1889, G3: Reports from officers in Native districts
1889, I3: Reports of the Native Affairs Select Committee
1890, B15: Results of property assessment 1888 (Commissioner's report)
1890, G2: Reports from officers in Native districts
1890, G4: Lands purchased and leased from Natives in North Island
1891, G2: Census of the Maori population
1891, Session II, D17: Wellington and Manawatu Railway, terms on which the Crown is entitled to purchase
1891, Session II, G5: Reports from officers in Native districts
1891, Session II, G10: Native lands in the Colony
1892, G4: Lands purchased and leased from Natives in North Island
1892, Session II, G3: Reports from officers in Native districts
1893, G4: Lands purchased and leased from Natives in North Island
1893, I3: Reports of the Native Affairs Select Committee
1894, G3: Lands purchased and leased from Natives in North Island
1894, J1: Petition of Major Kemp relative to the Horowhenua block
1894, I3: Reports of the Native Affairs Select Committee
1895, G2: Lands purchased and leased from Natives in North Island
1896, G2: Horowhenua Commission
1896, G3: Lands purchased and leased from Natives in North Island
1896, I8: Report on certain revisions of evidence attached to the report of the

Horowhenua Commission with minutes of evidence
1896, Session II, H13B: Census of the Maori population
1897, Session II G2: Horowhenua block, Minutes of proceedings and evidence in the Native Appellate Court under the provisions of the Horowhenua Block Act 1896 in relation to division XIV of the said block
1897, Session II, G2A: Horowhenua block, memorandum by the Hon Minister of Lands in connection with section XIV of the Horowhenua block
1897, Session II, G2B: Horowhenua block, memorandum re proceedings in the Supreme Court under the provisions of section 10 of the Horowhenua Block Act 1896
1897, Session II, G3: Lands purchased and leased from Natives in North Island
1897, Session II, I3B: Report of Native Affairs Committee on the Horowhenua Block Act Amendment Bill, together with minutes of proceedings
1898, G2: Horowhenua block: proceedings in the Supreme Court and judgements on the special case stated by the Native Appellate Court
1898 G2A: Horowhenua block: proceedings and evidence in Native Appellate Court
1898, G2B: Horowhenua block: proceedings in Native Appellate Court on applications of Hetariki Matao and others
1898, G3: Lands purchased and leased from Natives in North Island
1898, I1B: Report of committee on petition of Sir W.L. Buller for payment of costs in Horowhenua case
1899, D1: Public works statement [proposed state takeover of Wellington-Manawatu Railway]
1899, G3: Lands purchased and leased from Natives in North Island
1900, D1: Public works statement [proposed state takeover of Wellington-Manawatu railway]
1900, D11: Report on the condition of the Wellington-Manawatu railway
1900, G3: Lands purchased and leased from Natives in North Island
1901, D13: Correspondence relating to the purchase of the Wellington-Manawatu Railway
1901, G3: Lands purchased and leased from Natives in North Island
1901, H26B: The Maori population
1902, A2: Despatches from the Secretary of State to the Governor of New Zealand
1902, G3: Lands purchased and leased from Natives in North Island
1903, G3: Lands purchased and leased from Natives in North Island
1903, I3: Report of the Native Affairs Committee
1904, G3: Lands purchased and leased from Natives in North Island
1905, G3: Lands purchased and leased from Natives in North Island
1906, Session II, G3: Lands purchased and leased from Natives in North Island
1906, H26A: Papers relating to the Maori population
1907, D1: Public works statement [regarding the purchase of the Wellington-Manawatu railway]
1907, G1: Native lands and Native land tenure
1907, G3: Lands purchased and leased from Natives in North Island
1908, B6: Financial statement [statement relative to Wellington-Manawatu railway]
1908, D1: Public works statement [regarding the purchase of the Wellington-Manawatu railway]
1908, G3: Lands purchased and leased from Natives in North Island

1908, G3A: Maori land purchase operations
1908, G4: Island of Kapiti: return showing particulars in respect of
1909, G3: Native lands in the North Island
1909, G3A: Maori land purchase operations
1909 Session II, B6:
1909 Session II, B7A:
1911, G6: Native lands in the North Island
1911, G9: Native land courts and Maori land boards
1911, G14E: Horowhenua 3E2: Native Land Claims Adjustment Act 1910, report and recommendations
1911, G14G: Manawatu-Kukutauaki 4B2: Native Land Claims Adjustment Act 1910, report and recommendation under
1911, G14H: Manawatu-Kukutauaki 4B2: Native Land Claims Adjustment Act 1910, report and recommendations under
1926, G6E: Native Land Amendment and Natiuve Land Claims Adjustment Act 1925: report and recommendation on Petition No.154 of 1925, of Rere Nicholson, relative to Raumatangi (Horowhenua) block

Appendices to the Journals, Legislative Council

1866, pp.1-6: Statement on Native Affairs by the Honourable the Native Minister
1867, pp. 43-52: Papers relative to Native lands
1871: Petition of Tamihana Te Rauparaha and others relative to Government arms and ammunition in the hands of certain Natives
1872, No.24: Statement relative to the purchase of the Rangitikei-Manawatu block
1875, No.5: Correspondence relating to Poirirua
1877, No.19: District Officers under the Native Lands Act 1873
1878, No.3: Native land purchases
1879, Session II, No.6: Native Expenditure Committee, Report and evidence of the
1879, Session II, No.8: Native land purchases
1881, No.3: Himatangi back rents, papers relating to
1882, No.14: Himatangi rents
1883, No.3: Himatangi back rents, petition relative to
1896, No.5: Native Affairs Committee, report on petition of Kipa Te Whatanui and 90 others relative to lands at Horowhenua, together with the evidence
1896, No.6: Petitions of Sir Walter Buller
1899, No 19: Native Land Court Act 1894, orders made under the
1899, No.20: Manawatu-Kukutauaki 7D3: Validation Court Decree
1900, No 2: Native reserves in the colony
1905, No.5: Unproductive Native land in North Island
1906, Session II, 1906, No.6, Issue of the grant for the Horowhenua block
1910, No.6: Horowhenua block: explanation regarding the issue of title thereto

New Zealand Parliamentary Debates

Wellington Provincial Council, Council Papers

Session 13, 1865, Council Paper 7: Memoranda in reference to the Rangitikei land dispute

Session 13, 1865, Council Reports 8: Mr Stewart's report on Manawatu block

Session 15, 1867, Correspondence 1: Further papers in reference to the Rangitikei land dispute (Notes of a Native meeting at Parewanui, Rangitikei, December 1866)

Session 16, 1868, D4: Report of the Manawatu Land Committee

Session 17, 1869, F3: Return of cost of Manawatu-Rangitikei block

Session 18, 1869, C1: Papers relative to the Manawatu-Rangitikei block

Sessions 19 and 20, 1870-1871, D1: Memorandum by the Commissioner of Crown Lands on the survey of the Rangitikei-Manawatu block

British Parliamentary Papers

'Report of Select Committee on New Zealand, with minutes of evidence, appendix, and index,' BPP 1844, Vol XIII

'Copies of despatches from the Governor of New Zealand enclosing or having reference to reports and awards made by Mr Spain, Commissioner of Land Claims, upon the title to land of the New Zealand Company, and of other claims,' BPP 1846, Vol XXX

'Papers relative to the affairs of New Zealand, correspondence with Governor Grey,' BPP 1848-1849, Volume XXXV

'Correspondence and papers relating to Native inhabitants, the New Zealand Company, and other affairs of the colony,' BPP 1851, Vol XXXV

'Further papers relative to the affairs of New Zealand,' BPP 1854, Vol XLV

'Further papers relative to the affairs of New Zealand,' BPP 1870, Vol L

Pamphlets and related

Baldwin, P.E., *Horowhenua block No. 9 and the descendants of Whatanui*. [Wellington: Edwards, Russell & Co., 1896]

In the matter of Dr Buller's petition: extracts from the official minutes of evidence taken before the Public Petitions Committee of the House of Representatives in the session of 1877. Wellington, 1878.

Brief report of Dr Buller's speech at Foxton. [Wellington, 1881?]

Buddle, Thomas, *The Maori king movement in New Zealand with a full report of the Native meetings held at Waikato, April and May 1860.* Auckland: New Zealander Office, 1860

Buller, Walter, *Address of Dr Buller (as counsel for Ngatiapa in the Native Land Court): Rangatira block.* Wellington, 1882

Sir Walter Buller at Bar of the House and the history of the Horowhenua block. [Wellington], 1895.

Buller, Walter, *Sir Walter Buller's objections to the report of the Horowhenua Commission.* [Wellington? 1896].

Buller, Walter, *The Horowhenua case: reply by Sir Walter Buller to the Hon J. McKenzie, Minister of Lands.* [Wellington, 1897]

Featherston, Isaac E., *Statement of the services of Mr Walter Buller, RM, in the acquisition of Native lands.* London, 1874.

Fox, William, *The Governor and the late Ministry: with a review of the causes which led to their resignation: being a letter from Mr Fox to the electors of Rangitikei.* [Wellington? 1865?]

Fox, William, *The Rangitikei-Manawatu purchase: speeches of William Fox Esq., Counsel for the Crown, before the Native Land Court, at Otaki, March and April 1868, together with other documents.* Wellington, 1868

Hill, Edward, *There was a Taranaki land league.* Wellington: Wellington Historical Society, 1969

Kemp, Henry Tacey, Reports on Maori population. *New Zealand Government Gazette, Province of New Munster*, 3 (16) 1850

McDonald, Alexander, *A true history of the Horowhenua Block: being a reply to Sir Walter Buller's pamphlet.* Manawatu Farmer & Horowhenua County Chronicle 1896 4 March 1896.

Te Hakeke, Warena, *Statement of Warena Te Hakeke with regard to the Horowhenua Block.* Whanganui: Wanganui Herald, 1892

Williams, Thomas Coldham, *The Manawatu purchase completed, or, The Treaty of Waitangi broken.* Wellington, 1867

Williams, Thomas Coldham, *A letter to the Right Honourable W.E. Gladstone, being an appeal on behalf of the Ngatiraukawa Tribe.* Wellington, 1873

Maps

AJHR 1884, C1, *Map of the North Island, New Zealand, shewing the land tenure, June 20th 1884.*

AJHR 1885, G6, *Lands passed through the Native Land Court and purchased by Europeans.*

AJHR 1872, D6, *Manawatu district: line of raid Foxton to gorge … also tramway Foxton to Palmerston.*

Walter Buller, *Sketch map showing part of Ngatiapa tribal estate.* [Wellington, 1882]

Map of portion of North Island affected by the Wellington and Manawatu Railway, ca. 1882. (Alexander Turnbull Library MapColl 832.4gme {ca.1882]/Acc.241)

[Map of Wanganui, Rangitikei and Manawatu, showing land in dispute by Maoris, 1840-1882.] Wellington, 1882. (Alexander Turnbull Library MapColl 832.4gbbd [1840-82]3228). (This map was originally published in the *New Zealand Times* 14 July 1882).

Map of old Rangitikei & adjacent districts: showing blocks purchased from the Natives, early settlements, also modern counties & towns. Christchurch, 1914. (Alexander Turnbull Library MapColl 832.41gbbd {185-?] 441596)

Plan of block in the Rangitikei-Manawatu district selected by the Hon Colonel Feilding for the Emigrant and Colonists' Aid Corporation of Landon, [Wellington], 1872. Alexander Turnbull Library MapColl 832.43gbbd 1872 11123

Rangitikei & Turakina districts from original survey, 1858. Christchurch, 1914. Alexander Turnbull Library MapColl 832.41gbbd 1858 44158a

F.H. Tronson, Map of the Manawatu-Rangitikei district: comprising the Manawatu, Oroua, and part of the Horowhenua Counties, provincial district of Wellington, New Zealand. [Wellington], 1887. Alexander Turnbull Library MapColl r832.4gbbd 1887 1168

Thomas C. Williams, *Map of Wanganui, Rangitikei, and Manawatu, showing land in dispute by Maoris, 1840-1882.* Wellington, [1882]

Newspapers

Auckland Star 1870-1880
Colonist (Nelson) 1857-1880
Daily Southern Cross (Auckland) 1843-1876

Evening Post (Wellington) 1865-1890
Feilding Star 1882-1890
Lyttelton Times (Christchurch) 1851-1869
Manawatu Herald (Palmerston North) 1878-1895
Manawatu Standard (Palmerston North) 1883-1895
Manawatu Times (Palmerston North) 1877-1895
Nelson Evening Mail 1866-1880
Nelson Examiner and New Zealand Chronicle 1842-1874
New Zealand Colonist and Port Nicholson Advertiser (Wellington) 1842-1843
New Zealand Gazette and Wellington Spectator (Wellington) 1839-1844
New Zealand Herald (Auckland) 1863-1880
New Zealand Spectator and Cook's Strait Guardian (Wellington), 1844-1865
New Zealander (Auckland) 1845-1852
Otago Daily Times (Dunedin) 1861-1880
Otago Witness (Dunedin) 1851-1880
Press (Christchurch) 1861-1880
Star (Christchurch) 1868-1880
Te Karere/ Maori Messenger
Wanganui Chronicle 1874-1890
Wanganui Herald 1876-1890
Wellington Independent 1845-1874

Secondary sources

Books

Adkin, George. Leslie, *Horowhenua: its Maori place names & their topographical & historical background.* Wellington: Department of Internal Affairs, 1948; Christchurch: Capper Press, 1986

Allwright, George, *A brief introduction to the Maori colonisation of Manawatu*. Palmerston North: Printed by D. Rabone, 1958

Anderson, Atholl, Judith Binney, Aroha Harris, Auckland War Memorial Museum, and Stout Centre, *Tangata Whenua: an illustrated history*. Wellington: Bridget Williams Books, 2014

Angas, G.F. *Savage life and scenes in Australia and New Zealand.* 2 vols, London: Smith, Elder & Co, 1847.

Baldwin, Olive (compiler), *The celebration history of the Kapiti district: 100 years plus.* Paraparaumu: Kapiti Borough Council, 1988

Ballara, Angela, *Iwi: the dynamics of Maori tribal organisation from c.1796 - c.1945.* Wellington: Victoria University Press, 1998

Ballara, Angela, *Taua: 'musket wars,' 'land wars,' or tikanga? Warfare in Maori society in the early nineteenth century.* Auckland: Penguin Books, 2003

Belich, James, *Making peoples: a history of the New Zealanders from Polynesian settlement to the end of the nineteenth century.* London: Allen Lane; Auckland: Penguin Press, 1996

Bevan, Thomas, *The reminiscences of an old colonist: personal and historical.* Wellington: Printed at the office of the *Evening Post*, 1905

Boast, Richard, *Buying the land, selling the land: governments and Maori land in the North Island 1865-1921*. Wellington: Victoria University Press, 2008

Bohan, Edmund, *'Blest madman:' Fitzgerald of Canterbury.* Christchurch: Canterbury University Press, 1998

Brees, S.C. *Pictorial illustrations of New Zealand*. London: John Williams, 1847

Brooking, T.W.H. *Lands for the people? The Highland Clearances and the colonisation of New Zealand. A biography of John McKenzie. Dunedin: University of Otago Press*, 1995

Buick, Thomas Lindsay, *Old Manawatu, or, The wild days of the West*. Palmerston North: Buick & Young, 1903; Christchurch: Capper Press, 1975

Buick, Thomas Lindsay, *An old New Zealander, or Te Rauparaha, Napoleon of the south.* London: Whitcombe & Tombs, 1911; Christchurch: Capper Press, 1976

Burns, Patricia, *Te Rauparaha: a new perspective.* Wellington: Reed, 1980

Burns, Patricia, *Fatal success: a history of the New Zealand Company.* Auckland: Heinemann Reed, c1989

Burton, Ormond Edward, *Hadfield of the Kapiti Coast.* [Otaki: The author, 1972]

Butler, Peter, editor, *Life and times of Te Rauparaha by his son Tamihana Te Rauparaha.* Wairua, Martinborough: Alister Taylor, 1980

Carkeek, Wakahuia, *The Kapiti Coast: Maori tribal history and place names of the Paekakariki-Otaki district.* Wellington: Reed, 1966

Cassells, Ken, *Uncommon carrier: the history of the Wellington and Manawatu Railway Company 1882-1908.* Wellington: New Zealand Railway and Locomotive Society, 1994

Caughey, Angela, *The interpreter: the biography of Richard 'Dicky' Barrett.* Auckland: Bateman, 1998

Chambers, Wesley, *Samuel Ironside in New Zealand, 1839-1858.* Auckland: Ray Richards Publisher, 1982

Chapple, Leonard and H.C. Veitch, *Wanganui*. Hawera: printed by the *Hawera Star* for the Whanganui Historical Society 1939

Clarke, George, jnr, *Notes on early life in New Zealand.* Hobart: J. Walch & Sons, 1903

Colenso, William, *Excursion in the northern island of New Zealand*. Launceston: V.D. Land, 1844

Cooke, Peter and John Crawford, *The Territorials: the history of the territorial and volunteer forces of New Zealand.* Auckland: Random House, 2011

Cowan, James, *The New Zealand Wars: a history of the Maori campaigns and the pioneering period: Volume II: the Hauhau Wars, 1864-1872.* Wellington: W.A.G. Skinner, 1922-1923

Cowan, James, *Sir Donald McLean: a New Zealand statesman.* Wellington: A.H. & A.W. Reed, 1940

Crawford, James Coutts, *Recollections of travel in Australia and New Zealand.* London: Truebner & Co, 1880

Crosby, Ron, *The musket wars: a history of inter-iwi conflict, 1806-1845.* Auckland: Reed, 1999

Dalton, Brian James, *War and politics in New Zealand 1855-1870.* Sydney: Sydney University Press, 1967

Davies, Dougal Arthur and Roy Clevely, *Manchester Block 1874-1974: a centennial history of the Oroua County and the Feilding Borough*. Feilding: Feilding Borough Council, Oroua County Council, 1981

Dieffenbach, Ernst, *Travels in New Zealand, with contributions to the geography, geology, botany, and natural history of that country*. 2 vols, London: John Murray, 1863.

Dilke, Charles, *Greater Britain: a record of travel in English-speaking countries during 1866 and 1867*. London: Macmillan, 1868

Dixon, Maren and Ngaire Watson, *A history of Rangiotu.* Palmerston North: Dunmore Press for Rangiotu Centennial Committee, 1983

[Documents appended to the twelfth report of the Directors of the New Zealand Company, April 26, 1844]. London: The Company, 1844

Downes, Thomas William, *Early history of Rangitikei, and notes on the Ngati Apa tribe.* Wellington: Government Printing Office, 1910

Downes, Thomas William, *Old Whanganui.* Hawera: W.A. Parkinson & Co Ltd, 1915

Dreaver, Anthony, *Horowhenua County and its people: a centennial history.* Palmerston North: Dunmore Press for Horowhenua County Council, 1984

Dreaver, Anthony, *Levin: the making of a town.* Levin: Horowhenua District Council, 2006

Fargher, Ray,*The best man who ever served the Crown? A life of Donald McLean.* Wellington: Victoria University Press, 2007

[Fenton, Francis Dart], *Important judgments delivered in the Compensation Court and Native Land Court, 1866-1879.* Auckland: published under the direction of the Chief Judge, Native Land Court by H. Brett, general steam printer, 1879

Fenton, Francis Dart, *Observations on the state of the aboriginal inhabitants of New Zealand*. Auckland: printed by W.C. Wilson for the New Zealand Government, 1859

Fox, William, *The six colonies of New Zealand.* London: John W. Parker & Son, 1851

Francis, Mark, *Governors and settlers: images of authority in the British colonies, 1820-1860.* Christchurch: Canterbury University Press, 1992

Galbreath, Ross, *Walter Buller: the reluctant conservationist.* Wellington: GP Books, c1989

Glen, Robert, editor, *Mission and Moko: the Church Missionary Society in New Zealand 1814-1882*. Christchurch: Latimer Fellowship of New Zealand, c1992

Gorst, John Eldon, *The Maori King.* Auckland: Reed, 2001

Grover, Ray, *Cork of war. Ngati Toa and the British Mission: an historical narrative.* Dunedin: McIndoe, 1982

Hamer, David and Roberta Nicholls, editors, *The making of Wellington 1800-1914.* Wellington: Victoria University Press, 1990

Heaphy, Charles, *Narrative of a residence in various parts of New Zealand.* London: Smith, Elder, 1842

Hill, Richard, *State authority, indigenous autonomy: Crown-Maori relations in New Zealand/Aotearoa, 1900-1950*. Wellington: Victoria University Press, 2004

Holcroft, Montague, *The line of the road: a history of Manawatu County 1876-1976.* Dunedin: J. McIndoe for Manawatu County Council, 1977

Hoy, Douglas, *West of the Tararuas: an illustrated history of the Wellington and Manawatu Railway Company.* Wellington: Southern Press, [1972]

Hunt, Anthony, editor, *Foxton 1888-1988: the first 100 years.* Foxton: Foxton Borough Council, 1987

Johnston, R.J. editor, *Society and environment in New Zealand.* Christchurch: Whitcombe and Tombs, 1974

Jones, Pei Te Hurunui, *King Potatau: an account of the life of Potatau Te Wherowhero, the first Maori king*. Wellington: Polynesian Society, 1959?

Jones, Pei Te Hurunui and Bruce Biggs, *Nga iwi o Tainui.* Auckland: Taunui Maori Trust Board, Auckland University Press, 1995

Kemp, Henry Tacey, *Revised narrative of incidents and events in the early colonising history of New Zealand.* Auckland: Wilson & Horton, 1901

King, Michael, *The Penguin history of New Zealand.* Auckland: Penguin Books, 2012

Laurenson, S.G., *Rangitikei: the day of striding out.* Palmerston North: Dunmore Press, 1979

Lethbridge, Christopher, *The wounded lion: Octavius Hadfield 1814-1904: pioneer missionary, friend of the Maori, & primate of New Zealand* Christchurch: Caxton Press, c1993

McConchie, Jack, David Winchester, and Richard Willis, editors, *Dynamic Wellington: a contemporary synthesis and explanation of Wellington.* Wellington: Institute of Geography, Victoria University of Wellington, 2000

McDonald, Rod, *Te Hekenga: early days in Horowhenua.* Palmerston North: G.H. Bennett & Co, 1929

McEwen, John *Rangitane: a tribal history.* Auckland: Reed Methuen, 1986

McGavin, Thomas Andrew, *The Manawatu line: a commemoration of the Wellington and Manawatu Railway Company.* Second edition, Wellington: New Zealand Railway and Locomotive Society, 1982

Maclean, Chris, Joan Maclean, and Anna Rogers, *Waikanae: past and present.* Waikanae: Whitcombe Press, 1988

Maclean, Chris, *Tararua: the story of a mountain range*. Wellington: Whitcombe Press, 1994

McLean, Ronald W. *Dicky Barrett: trader, whaler, and interpreter.* Auckland: Auckland University Press, 1994

McLennan-Boman, Vera, *Glimpses into early Manawatu: the saga of Amos and Lydia Burr.* Waikanae: Heritage Press, 1985

McLintock, A.H. *Crown Colony Government in New Zealand.* Wellington: Government Printer, 1958

Macmorran, Barbara, *In view of Kapiti*. Palmerston North: Dunmore Press, 1977

Macmorran Barbara, *Octavius Hadfield.* Wellington: B. MacMorran,1969

Maning, Frederick, *Old New Zealand: a tale of the good old times and a history of the war in the north against the Chief Heke, in the year 1845, told by an old chief of the Ngapuhi tribe. Also Maori traditions by a Pakeha-Maori.* London: Richard Bentley and Sons, 1893

Marais, J.S. *The colonisation of New Zealand*. London: Oxford University Press, 1927

Matheson, Ian, *The birth of Palmerston North.* Palmerston North: Manawatu Standard, 1971

McLintock, A.H. editor, *Encyclopaedia of New Zealand.* Wellington: Government Printer, 1966

Melody, Paul, *They called it Marton.* Palmerston North: G.P.H. Print, 1979

Miller, John, *Early Victorian New Zealand: a study of racial tension and social attitudes, 1839-1852*. London: Oxford University Press, 1958

Morrison, Hugh, *Mana Maori and Christianity.* Wellington: Huia Publishers, 2012

Mulgan, Alan, *The city of the strait: Wellington and its province: a centennial history*. Wellington: A.H. and A.W. Reed, 1939

Nicholson, John, *White chief: the story of a Pakeha-Maori. The colourful life and times of Judge F.E. Maning of the Hokianga.* Auckland: Penguin Group. 2006

McDonald, Rod, *Te Hekenga: early days in Horowhenua, being the reminiscences of Mr Rod McDonald.* Palmerston North: G.H. Bennett and Coy [1929]

Nicholson, John, *White chief: the colourful life and times of Judge F.E. Maning of the Hokianga.* Auckland: Penguin Group, 2006

Oliver, W.H. with B.R. Willaims, *The Oxford history of New Zealand.* Oxford: Clarendon Press; Wellington, New York: Oxford University Press, 1981

Owens, John, *The mediator: a life of Richard Taylor*. Wellington: Victoria University Press, 2004

Palmerston North Public Library, *History of Palmerston North and district: a bibliography*. Palmerston North, 1982

Park, Geoff, Nga Ururoa. *The groves of life: ecology and history in a New Zealand landscape*. Wellington: Victoria University Press, 1995

Petersen, George, *The pioneering days of Palmerston North.* Palmerston North: George Petersen, 1952

Petersen, George, *Forest homes: the story of the Scandinavian settlements in the Forty Mile Bush, New Zealand*. Wellington: A.H. & A.W. Reed, 1956

Petersen, George, *Palmerston North: a centennial history*. Wellington: Reed, 1973

Petre, William Henry, *An account of the settlements of the New Zealand Company from personal observations during a residence there.* London: Smith, Elder & Co, 1841

Phillips, Jock and Terry Hearn, *Settlers: New Zealand immigrants from England, Ireland, and Scotland 1800-1945.* Auckland: Auckland University Press, 2008

Ramsden, Eric, *Rangiatea: the story of the Otaki church, its first pastor and its people.* Wellington: Reed, 1951

Rice, Geoffrey, editor, *Oxford history of New Zealand.* Second edition, Auckland: Oxford University Press, 1992

Royal, Te Ahukaramu Charles, *Kati au i konei: collection of songs from Ngati Toarangatira and Ngati Raukawa*. Wellington: Huia Publishers, 1994

Richardson, John L.C., *A summer's excursion in New Zealand, with gleanings from other writers.* London: Kerby & Sons, 1854

Rochfort, John, *Adventures of a surveyor in New Zealand and the Australian gold diggings.* London: David Bogue, 1853

Rutherford, John, *Sir George Grey KCB 1812-1898: a study in colonial government.* London: Cassell, 1961

Ryan, Tim, *The colonial New Zealand wars*. Wellington: Grantham House, 2002

Sampson, F. Bruce, *Early New Zealand botanical art*. Auckland: Reed Methuen, 1985

Saunders, Bryan G. R. and A.G. Anderson, *Introducing Manawatu*. Palmerston North: Department of Geography, Massey University, 1964

Simcox, Francis, *Otaki: the town and the district.* Wellington: A.H. & A.W. Reed, 1952

Sinclair, Karen, *Prophetic histories: the people of the Maramatanga.* Wellington: Bridget Williams Books, 2002

Sinclair, Keith, *The Maori land league: an examination into the sources of a New Zealand myth.* Auckland: Auckland University College, 1950

Sinclair, Keith, *Kinds of peace: Maori people after the wars, 1870-85.* Auckland: Auckland University Press, 1991

Smart, Maxwell J.G. and Arthur P. Bates, *The Wanganui story.* Second edition, Wanganui: Wanganui Newspapers, 1973

Smith, S. Percy, *Wars of the northern against the southern tribes of New Zealand in the nineteenth century.* Wellington, 1904

Smith, S. Percy, *History and traditions of the Maoris of the West Coast, North Island of New Zealand prior to 1840.* Wellington: Whitcombe & Tombs, 1904

Sole, Tony, *Ngati Ruanui: a history.* Wellington: Huia Publishers, 2005

Sorrenson, M.P.K., *Ko Te Whenua Te Utu=Land is the price: essays in Maori history, land, and politics.* Auckland: Auckland University Press, 2014

St George, Ian, editor, *William Colenso: his life and journeys.* Dunedin: Otago University Press, 2012

Swainson, William, *New Zealand and its colonisation.* London: Smith, Elder and Company, 1859

Taylor, Richard, *Te Ika a Maui, or New Zealand and its inhabitants.* London: Wertheim and Macintosh, 1855

Taylor, Richard, *The past and present of New Zealand*: *with its prospects for the future.* London: W. Macintosh, 1868

Thomson, Arthur S., *The story of New Zealand: past and present, savage and civilised.* Two volumes, London: John Murray, 1859

Travers, William T.L., *The stirring times of Te Rauparaha (chief of the Ngatitoa).* Christchurch, Melbourne: Whitcombe & Tombs, 1906

Turnbull, Michael, *The New Zealand bubble: the Wakefield theory in practice.* Wellington: Price, Milburn 1959

Turton, Henry H., *Maori deeds of land purchases in the North Island of New Zealand.* Wellington: Government Printer, 1877-1878

Wakefield, Edward J., *Adventure in New Zealand from 1839 – 1844.* Two volumes, London: John Murray, 1845

Walker, Ranginui, *Ka Whawhai Tonu Matou: struggle without end.* Auckland: Penguin, 1990

Walls, P. *The hungry heart: journeys with William Colenso.* Auckland: Vintage, 2011

Ward, John, *Supplementary information relative to New Zealand: comprising despatches and journals of the Company's officers of the first expedition, and the first report of the directors.* London: John W. Parker, 1840

Ward, Alan, *An unsettled history: Treaty claims in New Zealand today.* Wellington: Bridget Williams Books, 1999

Wards, Ian, *The shadow of the land: a study of British policy and racial conflict in New Zealand 1832-1852.* Wellington: Historical Publications Branch, Department of Internal Affairs, 1968

Watters, R.F. editor, *Land and society in New Zealand.* Wellington: Reed, 1965

White, John, *The ancient history of the Maori: his mythology and traditions.* Wellington: George Didsbury, Government Printer, 1887-1890

Williams, David, *'Te Kooti Tango Whenua:' the Native Land Court 1864-1909.* Wellington: Huia Publishers, 1999

Williams, David, *A simple nullity? The Wi Parata case in New Zealand law and history.* Auckland: Auckland University Press, 2011

Williams, Thomas Coldham, *The Manawatu purchase completed, or, the Treaty of Waitangi broken.* Wellington, 1867, London, 1868

Williams, Thomas Coldham, *A page from the history of a record reign.* Wellington: McKee & Co, 1899

Wilson, James G., *Early Rangitikei: a few notes, collected from various sources of the settlement on the Rangitikei River of a number of Maoris of different tribes: a short history of the purchase and colonisation of the land between the Turakina and Oroua Rivers, and an account of the various pioneers.* Christchurch: Whitcombe & Tombs, 1914

Wilson, Ormond, *From Hongi Hika to Hone Heke: a quarter century of upheaval.* Dunedin: McIndoe, 1985

Wood, Frederick L.W., J.C. Beaglehole, and Peter Munz, editors, *The feel of truth: essays in New Zealand and Pacific history.* Wellington: A.H. and A.W. Reed, 1969

Wood, Sybil M., *Samuel Williams of Te Aute: a biography.* Pegasus, Christchurch, c1981

Woon, J.G. *Old Wanganui settlers.* Whanganui: H.I. Jones, 1902

Young, David, *Woven by water: histories from the Whanganui River*. Wellington: Huia Publishers, 1998

Articles and related

Baldwin, P.E., 'Early Native records of the Manawatu block,' *Transactions of the New Zealand Institute* 38, 1905, pp.1-11

Ballara, Angela, 'The pursuit of mana? A re-evaluation of the process of land alienation by Maoris 1840-1890,' *Journal of the Polynesian Society* 91, 4, 1982, pp.519-541

Ballara, Angela, 'Te Whanganui-a-Tara: phases of Maori occupation of Wellington Harbour, c.1800-1840,' in David Hamer and Roberta Nicholls, editors, *The making of Wellington, 1800-1914.* Wellington, 1990, pp.9-34

Ballara, Angela, 'Te Whatanui,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Ballara, Angela, 'Te Rangihaeata,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Ballara, Angela, 'Te Pikinga,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Ballara, Angela, 'Ngatata-i-te rangi,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Ballara, Angela, 'Takamoana, Karaitiana,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Barton, Phil, 'Surveying and mapping the Tararua mountain system,' *Otaki Historical Society historical journal* 19, 1996, 16-27 and 20, 1997, 40-50

Beamish, Richard, 'Journal of an excursion from Wellington to Manawatu,' *Notes on New Zealand, being extracts of letters &c from the settlers in the colony affording general and useful information for intending emigrants.* London: Stewart & Murray, 184? No.2, September 1849.

Belich, James, 'McDonnell, Thomas,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Bentley, Trevor, 'Musket wars,' in Ian McGibbon, editor, *The Oxford companion to New Zealand military history.* Auckland: Oxford University Press, 2000, pp.

Best, Elsdon, 'Te Whanga-nui-a-Tara: Wellington in pre-Pakeha days,' *Journal of the Polynesian Society* X, 1901, pp.107-165.

Bevan, Thomas, 'Reminiscences of an old colonist,' *Otaki Historical Society historical journal* 5, 1982, 82-89; 6, 1983, 92-96; and 7, 1984, 82-89

Biggs, Bruce, translator, 'Two letters from Ngaati-Toa to Sir George Grey,' *Journal of the Polynesian Society* 68, 4, 1958, pp.261-276

Boyd, Mary, 'Williams, Samuel,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Buller, Walter, 'The story of Papaitonga; or a page of Maori history,' *Transactions of the New Zealand Institute* 26, 1893, pp.572-584

Burnett, R.I.M. 'Shorter communications: Kupapa,' *Journal of the Polynesian Society* 74, 2, 1965, pp.227-230

Cairns, A.R. 'Ngatata, Wiremu Tako,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Carkeek, W. 'Re Rauparaha: Kawhia and the journey south,' *Te Ao Hou* 8, March 1960, pp.6-9

Demsey, G. (compiler), 'The disputed lands,' *Otaki Historical Society historical journal* 6, 1983, pp.14-35

Downes, Thomas, 'Early history of Rangitikei and notes on the Ngati Apa Tribe,' *Transactions of the New Zealand Institute* XLII, Wellington, 1909

Downes, Thomas, 'The Battle of Waiorua,' *Otaki Historical Society historical journal* 4, 1981, 104-105

Dreaver, Anthony, 'The native timber industry in Horowhenua,' *Otaki Historical Society historical journal* 9, 1986, 14-20

Dreaver, Anthony, 'Te Rangihiwinui, Te Keepa,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Dreaver, Anthony, 'McDonald, Agnes and McDonald, Hector,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 12 November 2013

Durie , Mason, 'Te Aweawe, Te Peeti,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

'Estimate of the Maori population of the North Island, ca. 1840,' *Journal of the Polynesian Society* XXIV, 94, June 1915

Fitzgerald, Michael, 'Heaphy, Charles,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 December 2012

Gilling, Bryan, ‘The Queen’s sovereignty must be vindicated: the 1840 rule in the Maori Land Court,’ *New Zealand universities law review* 16, 2, 1994, pp.136-174

Glen, Frank, ‘Buddle, Thomas,’ *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 5 June 2013

Graham, George, ‘Te Wi, the massacre there and its consequences as recorded by Tamehana te Rauparaha,’ *Journal of the Polynesian Society* 54, 66-78

Hamer, David, ‘The settlement of the Otaki district in a New Zealand perspective,’ *Otaki Historical Society historical journal* 1, 1978, 3-10

Hamer David, ‘Wellington on the urban frontier,’ in Hamer, David and Roberta McIntyre, editors, *The making of Wellington.* Wellington: Victoria University Press, 1990, pp.

Hamer, David, ‘Fitzherbert, William,’ *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Hamer, David, ‘Isaac Earl Featherston,’ in *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 18 September 2013

Hensley, Gerard, ‘Haultain, Theodore Minet,’ *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 8 October 2013

Hill, Richard S. ‘Branigan, St John,’ *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand*, updated 30 October 2012

Hill, R.D. ‘Wairarapa 1843-1853: the land and the squatter,’ *Proceedings of the Third New Zealand Geography Conference*, Palmerston North, 1961, pp.93-101

Hill, R.D. ‘Pastorialism in the Wairarapa, 1844-1853,’ in R.F. Watters, editor, *Land and society in New Zealand,* Wellington: Reed, 1965, pp.25-49

Hearn, T.J. and R.P. Hargreaves, ‘The growth and development of a new society,’ in R.J. Johnston, editor, *Society and environment in New Zealand.* Christchurch: Whitcombe and Tombs, 1974, pp.64-87

Knight, Catherine, ‘Creating a pastoral world through fire: the case of the Manawatu, 1870-1910,’ *Journal of New Zealand Studies* NS 16, 2013, pp.100-122

R.M.L and G.J.D, ‘The Kingite flag at Pukekaraka, Otaki,’ *Historical journal, Otaki Historical Society* IV, 1981

Maclean, Sally, ‘Searancke, William Nicholas,’ *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

McIntyre, W. David, 'Sewell, Henry,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 12 February 2014

McLean, Chris, 'To the island,' *Otaki Historical Society historical journal* 22, 1999, 2-12

McLintock, A.H. 'New Zealand Company,' in A.H. McLintock, editor, *Encyclopaedia of New Zealand,* Wellington: Government Printer, 1966, pp.658-661

Matheson, Ian, 'Notes on the Maori history of the Rongotea district,' in Pamela Benson, *History of Rongotea: for Rongotea School Centenary 1881-1981*. Rongotea, 1981

Matheson, Ian, 'A brief history of the flax-milling industry,' *Otaki Historical Society historical journal* 24, 2002, 23-24

Matheson, Ian, 'The Maori history of the Opiki district,' in M.J. Akers, *From fibre to food: Opiki, the district and its development, 1928-2003.* [Palmerston North][2003]

Minson, Marian, 'Brees, Samuel Charles,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 December 2010

Oliver, Steven, 'Te Anaua, Hori Kingi,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Oliver, Steven, 'Te Rauparaha, Tamihana,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Oliver, Steven, 'Te Tirarau Kukupa,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Oliver, W.H. 'Te Whiwhi, Henare Matene,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012.

Owens, J.M.R. 'Taylor, Richard,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Parsonson, Ann, 'The expansion of a competitive society. A study of nineteenth century Maori society,' *New Zealand Journal of History* 14, 1, 1980, pp.45-61

Parsonson, Ann, 'The pursuit of mana,' in W.H. Oliver with B.R. Williams, editors, *The Oxford history of New Zealand*. Oxford: Clarendon Press; Wellington, New York: Oxford University Press, 1981, pp.147-160.

Parsonson, Ann, 'The challenge to Mana Maori,' in G.W. Rice, editor, *The Oxford history of New Zealand*. Second edition, Auckland: Oxford University Press, 1992, pp.167-198

Patterson, Brad R., 'The Wellington old land claims,' *Lands and Survey History Project Research Paper,* Wellington, 1986

Patterson, Brad R.'What happened to poor Waring Taylor?' Insights from the business manuscripts,' *The Turnbull Library Record* 24, 2, October 1991, pp.113-131.

Patterson, Brad R., 'Laagers in the wilderness: the origins of pastoralism in the southern North Island Districts, 1840-1855,' *Stout Centre review* 1 (3). 1991, pp.3-14

Patterson, Brad, 'Would King Isaac the First lose his head?' in *New Zealand studies* 6, 1, March 1996, pp.3-16

Patterson, Brad R., 'The white man's right:' alienation of Maori lands in the southern North Island districts, 1840-1976,' in Jack McConchie, David Winchester, and Richard Willis, editors, *Dynamic Wellington: a contemporary synthesis and explanation of Wellington.* Wellington, 2000, pp.155-178

Porter, Frances and W.JH. Oliver, 'Richmond, James Crowe,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 15 January 2014

Renwick, William, 'Fenton, Francis Dart,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

RML, 'The great runanga at Tainui Pukekaraka,' *Otaki Historical Society historical journal* 4, 1981, 106-110

RML and GJD, 'The Kingite flag at Pukekaraka,' *Otaki Historical Society historical journal* 4, 1981, 111-113

Shepherd, R. Winsome, 'Travers, William Thomas Locke,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 18 March 2014

Sinclair, Keith, 'Te Tikanga Pakeke: the Maori anti-land selling movement in Taranaki 1849-1959,' in F.L.W. Wood, J.C. Beaglehole, and Peter Munz, editors, *The feel of truth: essays in New Zealand and Pacific history,* Wellington: A.H. & A.W. Reed, 1969, pp.79-92

Sinclair, Keith, 'Richmond, Christopher William,' Dictionary of New Zealand biography. Te Ara – *the encyclopaedia of New Zealand*, updated 15 January 2014

Smith, Phillippa Mein, 'Smith, William Mein,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Sorrenson, M.P.K., 'The Maori King movement 1858-1885,' in Robert Chapman and Keith Sinclair, editors, *Studies of a small democracy.* Auckland: Pauls Book Arcade for the University of Auckland, 1963

Sorrenson, M.P.K., 'Shorter communications: the Maori King movement: a reply to B.J. Dalton,' *Journal of the Polynesian Society* 74, 1, 1965, pp.70-75

Sorrenson, M.P.K., 'Review of Hill, Edward, *There was a Taranaki land league,* Wellington: Wellington Historical Society, 1969, *Journal of the Polynesian Society* 80, 1, 1971, pp.136-137

Sparks, Teremoana and W.H. Oliver, 'Waitohi,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 October 2012

Stark, June, 'Octavius Hadfield,' *Otaki Historical Society Historical Journal* 3, 1980, pp.3-13

Stone, R.C.J. 'The Maori lands question and the fall of the Grey government,' *New Zealand Journal of History,* 1,1, April 1967, pp.51-74

Swabey, B., 'Manawatu-Wellington Railway Company,' *Otaki Historical Society historical journal* 8, 1985, pp.3-12

Swabey, B., 'The Native Land Court, Kapiti, Waiorua block,' *Otaki Historical Society* 8, 1985, pp.69-79

Te Rauparaha, Tamehana, 'Te Wi: the massacre there and its consequences as recorded by Tamehana Te Rauparaha,' *Journal of the Polynesian Society* 54, 1, 1945, pp.66-78.

'The Battle of Kuititanga,' *Otaki Historical Society historical journal* 6, 1983, pp.66-71. (From W.C. Carkeek, *The Kapiti Coast: Maori tribal history and place names of the Paekakariki-Otaki district.* Wellington: Reed, 1966, pp.55-63).

Tonk, Rosemarie, 'A difficult and complicated question: the New Zealand Company's Wellington, Port Nicholson, claim,' in D.A. Hamer and R. Nicholls, editors, *The making of Wellington 1800-1914*. Wellington: Victoria University Press, 1990, pp.35-59

Travers, W.T.L. 'On the life and times of Te Rauparaha,' *Transactions of the New Zealand Institute* 5, 1872, pp.19-93.

Urlich, Dorothy, 'The introduction and diffusion of firearms in New Zealand 1800-1840,' *Journal of the Polynesian Society* 79, 4, 1970, pp.399-410

Urlich, Dorothy, 'Migrations of the North Island Maoris 1800-1840: a systems view of migration,' *New Zealand geographer* 28, 1, 1972, pp.23-35

Ward, Alan, 'McLean, Donald,' *Dictionary of New Zealand biography. Te Ara – the encyclopaedia of New Zealand,* updated 30 Octber 2012

Warr, Eric and Bryan Saunders, 'Railway development in the Manawatu,' *New Zealand geographer* 20, 2, 1964, 185-189

Watson, Mary and B.R. Patterson, *The white man's right: acquisition of Maori land by the Crown in the Wellington Provincial District of New Zealand, 1840-1876.* Working paper 3, Victoria University of Wellington, 1985

Weaver, John, 'Frontiers into assets: the social construction of property in New Zealand, 1840-1865,' *Journal of Imperial and Commonwealth History* 27, 3, September 1999, pp.17-54

Dissertations and theses

Dawe, B.N., *The Rangitikei-Manawatu purchase.* MA Thesis, Victoria University of Wellington, 1948

Dunbar, Kathryn, *Native policy in New Zealand in 1858: the danger of divided responsibility.* Long essay, Department of History, University of Otago, 1959

Grove, R.N., *Te Whatanui: traditional Maori leader.* MA Thesis, Victoria University of Wellington, 1985

Hall, K.H., *Aspects of the career of Dr Featherston.* MA Thesis, Victoria University of Wellington, 1950

Hearn, T.J., *South Canterbury: some aspects of the historical geography of agriculture, 1851-1901.* MA Thesis, University of Otago, 1971

Henderson, G.M., *The Rangitikei-Manawatu block purchase, with introductory notes on the Maori race.* MA Thesis, 1917 (Alexander Turnbull Library, New Zealand Pacific Collection Pq333.32HEN1917

Krivan, Mark, *Unrealised plans: the New Zealand Company in the Manawatu, 1841-1844.* Dip Soc Sci Dissertation, Massey University, 1988

Lambeth, Merran, *Ture, manawhenua, ne tino rangatiratanga: Rangitane and the Crown.* BA Hons Research Exercise, Massey University, 1994

Melvin, Matthew, *Rangatiratanga, "government,' and the Rangitikei-Manawatu purchase, 1866.* MA Thesis, University of Auckland, 1995

Mills, G.A., *O'er swamp and range: a history of the Wellington and Manawatu Railway Company Limited, 1882-1909.* MA Thesis, University of New Zealand, 1928

Parsonson, Ann, *He whenua te utu: the payment will be land.* PhD Thesis, University of Canterbury, 1978

Patterson, Brad R., *Reading between the lines: people, politics, and the conduct of surveys in the southern North Island of New Zealand, 1840-1876*. PhD Thesis, Victoria University of Wellington, 1984

Tonk, Rosemarie, *The first New Zealand land commissions, 1840-45.* MA Thesis, University of Canterbury, 1986

Wigglesworth, Roger, *The New Zealand timber and flax trade, 1769-1840.* PhD Thesis, Massey University, 1981

Reports

Armstrong, David, '"A sure and certain possession:" the 1849 Rangitikei-Turakina transaction and its aftermath.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 2004

Boast, Richard, 'Ngati Toa in the Wellington region.' A report to the Waitangi Tribunal, Wellington, 1997

Boast, Richard, 'Ngati Toa and the colonial state.' Wellington, 1998

Boast, Richard and Bryan Gilling, 'Ngati Toa land research programme: Report Two, 1865-1975.' Wellington, 2008

Finny, Guy, 'New Zealand's forgotten appellate court? The Native ASffairs Committee, petitions, and Maori land: 1871 to 1900,' LLB Hons research paper, Victoria University of Wellington, 2013

Gilling, Bryan, 'Ihaia Taueki and Muaupoko lands: an interim report for the Ihaia Taueki Trust.' Commissioned research report, Ihaia Taueki Trust, 1994

Gilling, Bryan, '"A land of fighting and trouble:" the Rangitikei-Manawatu purchase.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 2000

Harris, Aroha, 'An "iniquitous job?" Acquisition of the Waitotara Block by the Crown.' Commissioned research report, Wellington: Waitangi Tribunal, Wellington, 1993

Hearn, Terrence John, 'Taihape Inquiry District, Sub-district block study – southern aspect.' Commissioned research report, Wellington: Crown Forestry Rental Trust, Wellington, 2012

Hutton, John, 'Raukawa traditional history summary report.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 2009

Loveridge, Donald M. 'Origins of the Native Lands Act and Native Land Court.' Commissioned research report, Wellington: Crown Law Office, 2001

Loveridge, Donald M. '"An object of the first importance:" land rights, land claims, and colonisation in New Zealand, 1839-1852.' Commissioned research report, Wellington: Crown Law Office, 2004

Loveridge, Donald M. 'The development of Crown policy on the purchase of Maori lands, 1865-1910: a preliminary survey.' Commissioned research report, Wellington: Crown Law Office, 2004

Luiten, Jane, 'Early Crown purchases - Whanganui ki Porirua.' Commissioned research report, Wellington: Waitangi Tribunal, 1992

Luiten, Jane, 'Muaupoko land and politics scoping report,' Commissioned research report, Wellington: Waitangi Tribunal, 2013

McBurney, Peter, 'The Ngati Apa reserves.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 1999

McBurney, Peter, 'Ngati Kauwhata and Ngati Wehi Wehi interests in and about Te Rohe Potae district.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 2013

Morrow, Diana, 'Iwi interests in the Manawatu, c.1820-c.1910.' Commissioned research report, Wellington: Office of Treaty Settlements, 2002

O'Malley, Vincent, 'The Ahuriri purchase: an overview report.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 1995

O'Malley, Vincent, '"A marriage of the land"? Ngati Apa and the Crown, 1840-2001: an historical overview.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 2005.

Small, Fiona, 'Ngati Apa blocks west of Rangitikei-Manawatu.' Commissioned research report, Wellington: Crown Forestry Rental Trust, 1999

Ward, Alan, 'Maori customary interests in the Port Nicholson District, 1820s to 1840s: an overview.' Commissioned research report, Wellington: Waitangi Tribunal, 1998

Waitangi Tribunal Rangahaua Whanui Series

Robyn Anderson and Keith Pickens, *Wellington district: Port Nicholson, Hutt Valley, Porirua, Rangitikei, and Manawatu*, Waitangi Tribunal Rangahaua Whanui Series (Wellington: Waitangi Tribunal, 1996)

Suzanne Cross and Brian Bargh, *The Whanganui district*, Waitangi Tribunal Rangahaua Whanui series (Wellington: Waitangi Tribunal, 1996)

Waitangi Tribunal Reports

Waitangi Tribunal, *The Wairarapa ki Tararua report 2010*. 3 vols. Wellington: Legislation Direct 2010.

Direction commissioning research

OFFICIAL

Wai 2200, #2.3.2

WAITANGI TRIBUNAL

Wai 2200

CONCERNING the Treaty of Waitangi Act 1975

AND the Porirua ki Manawatū District Inquiry

DIRECTION COMMISSIONING RESEARCH

1. Pursuant to clause 5A of the second schedule of the Treaty of Waitangi Act 1975, the Tribunal commissions Dr Terry Hearn, historian, to prepare an overview report on nineteenth-century Crown–Māori relations concerning land and politics for the Porirua ki Manawatū district inquiry.

2. The report will provide a broad overview of the history of hapū and iwi interactions with each other and with the Crown from the early nineteenth century until such time as authority over land and land ownership across the district rested predominantly with the Crown.

3. In particular, the report will address the following topics:

   a) Hapū and iwi accounts of their pre-1840 history;

   b) The post-1840 history of Crown–Māori relations in the district, including interactions among hapū and iwi and their interactions with the growing power of the colonial state;

   c) The purchasing of land, including the statutory and policy frameworks of land purchase, the Crown's objectives and methods of land purchase, and the nature of land purchase negotiations. The report should consider what steps those purchasing land on behalf of the Crown took to ensure they were purchasing from the right owners;

   d) The Native Land Court, focusing on the cases presented to the Court and questions about how the Court made decisions in determining titles to land in the district;

   e) Land tenure and ownership systems, including an evaluation of the system of land titles established under Crown authority and the extent to which it reflected hapū and iwi understandings of ownership of land and resources and their wishes as to how land should be administered.

4. The commission commenced on 10 February 2014. A complete draft of the report is to be submitted by 23 February 2015 and will be distributed to all parties for

feedback. The commissionee will be sent the transcripts for the Tribunal's kōrero tuku iho hui, and will be assisted by Tribunal staff to consult with claimant kaumātua and kuia if the claimants wish it.

5. The commission ends on 8 June 2015, at which time one copy of the final report must be submitted to the Registrar for filing in unbound form, together with indexed copies of any supporting documents or transcripts. An electronic copy of the report and any supporting documentation should also be provided.

6. The report may be received as evidence and the author may be cross-examined on it.

7. The Registrar is to send copies of this direction to:
   Dr Terry Hearn
   Claimant counsel and unrepresented claimants in the Porirua ki Manawatū district inquiry
   Chief Historian and Tribunal Advisor, Waitangi Tribunal Unit
   Principal Research Analyst, Waitangi Tribunal Unit
   Manager – Research and Inquiry Facilitation, Waitangi Tribunal Unit
   Inquiry Facilitator, Waitangi Tribunal Unit
   Solicitor General, Crown Law Office
   Director, Office of Treaty Settlements
   Chief Executive, Crown Forestry Rental Trust
   Chief Executive, Te Puni Kōkiri

DATED at Gisborne this 1st day of April 2014

C L Fox

Deputy Chief Judge C L Fox
Presiding Officer
WAITANGI TRIBUNAL