Porirua ki Manawatū Inquiry District

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

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Summary of report

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Introduction

1.1. My name is Terrence John Hearn and I prepared the report entitled One past, many histories: tribal land and politics in the nineteenth century (Wai 2200, #A152). I hold a PhD in historical geography from the University of Otago. In 2002, I was invited to contribute to the Central North Island Inquiry research programme and since that time have prepared reports for a large number of other inquiries, most recently the Māori Military Veterans' Inquiry and a further report for this inquiry.

1.2. As I outlined in an earlier summary, *One past, many histories* attempts to, compare and evaluate the many narratives that purport to describe and explain the tangled history of this district. A key part of that history has been a protracted, often violent, and intensely bitter struggle for the control of its lands that began with the displacement of the original inhabitants by Ngāti Apa, Muaūpoko, and Rangitāne, continued with the arrival of several iwi from the north during the 1820s and 1830s, and culminated in the political and legal struggle that marked the efforts of the Crown to extinguish native title. Displacement, dispossession, and loss are recurring themes in the pre-and post-annexation history of Porirua ki Manawatū. That history and especially the Rangitīkei-Manawatū purchase have been the subject of many and varying assessments. Hence in this report I endeavoured to focus upon the key events and issues and to reach some conclusions about the integrity of the Crown's efforts to acquire 'the Manawatū lands.'

Key events, key issues

(1) The Crown's land purchasing policies and objectives

The Crown's primary objectives were clear enough, namely, through purchase of land in customary title to expand and consolidate the reach and authority of the Crown, and through the implementation of the so-called land-fund model of colonial development, to establish a new socio-economic and political order. Purchasing was also intended to enhance internal security by establishing settlement bridgeheads, 'strategic corridors' linking Pākehā settlements, and 'zones of European dominance' that collectively would eventually bring the entire colony under the control of the Crown. Purchase would restrict Māori to small, rural, and largely subsistence settlements, discourage shifting cultivation and seasonal food migrations, while what was termed 'fixity of residence' would enhance security, policing and administrative control. Finally, purchasing would

allow the Crown to settle potentially destabilising conflicts among Māori over land. All of these considerations would bear upon the Crown's determination to extinguish Native title over Wellington's west coast lands. But the drive to acquire the highly coveted Rangitīkei-Manawatū block in particular also arose out of the financial difficulties that confronted the Wellington Provincial Government by 1860 and which, by the end of that decade, left it teetering on the brink of default and insolvency. The Crown's purchasing policy thus rested on several pillars, namely, the acquisition of land in customary ownership for what Governor Grey termed a 'trifling consideration,' the promise to Māori of collateral benefits as an inducement to sell, the re-sale of lands acquired at appreciably enhanced prices, and reserves for Māori based on existing and likely future subsistence needs.

(2) Purchasing standards

In his August 1839 instructions to Hobson, Normanby (as Secretary of State for the Colonies) specified that negotiations with Māori for the purchase of land were to be conducted with 'sincerity, justice, and good faith,' that all contracts entered into were to be 'fair and equal,' that Māori were not to be permitted to enter into any contracts in which they might be 'the ignorant and unintentional authors of injuries to themselves,' that all purchases were to be undertaken with 'the free and intelligent consent' of Māori 'expressed according to their established usages,' namely open debate by leaders before their people, and that in all dealings with Māori, the Crown would provide for and protect Māori interests. On that basis, the Crown developed a set of purchasing standards or guidelines that required it to investigate customary ownership and to settle disputes prior to entering into purchase negotiations, to define carefully the boundaries of purchase blocks, to conduct all negotiations in public, to secure the full and informed consent among all rightful owners over the terms and conditions of sale, to identify and have surveyed reserves prior to the conclusion of any contract for sale and purchase, to emphasise that 'collateral benefits' constituted the 'real payment,' and to have comprehensive purchase deeds prepared, approved, and signed by all parties. Normanby's instructions and the purchasing standards developed by Governors Shortland, FitzRoy, and Grey offer collectively a useful basis on which to assess the Rangitīkei-Manawatū transaction.

(3) Planning for purchase

Large-scale land purchasing was initiated by Governor Grey. His first land purchases were intended to remove the causes of Māori hostility and to provide for landless immigrants: they included the Wellington-Hutt-Porirua purchase and the acquisition of Whanganui. He then turned to purchasing land required for future settlement: foremost among them were Kemp's 1848 acquisition of the bulk of the South Island, McLean's 1849 purchase of the Rangitīkei-Turakina block, and Mantell's 1853 purchase of Murihiku. During 1851 to 1853, he turned to the acquisition of the extensive areas in Hawke's Bay and the Wairarapa that Māori had leased to pastoralists. In 1853 he approved the establishment of a land purchase department and Donald McLean was made Chief Land Purchase Commissioner. Concurrently, the newly established settler government made clear, in June 1854, its desire for the purchase of a total of 12 million acres over a five-year period at an estimated cost of not less than £500,000. The plan called for the purchase of 2.5 million acres in Wellington Province, including the acquisition of key town sites and river crossings in a bid to enhance the re-sale value of adjacent lands. The New Zealand Loan Act 1856 empowered the Government to raise a loan of up to £500,000: of that sum, £54,000 was allocated to the purchase of land in Wellington Province, notably the Manawatū lands.

(4) Ngāti Raukawa's strategy

In the wake of the Crown's interest in acquiring both Rangitīkei-Turakina and the Manawatū lands, Ngāti Raukawa decided to define the core lands that constituted its rohe and to try to secure them from purchase. It relinquished, albeit reluctantly, its claims to the ownership of the lands lying to the north of the Rangitīkei River, consented to McLean's purchase of Rangitīkei-Turakina from Ngāti Apa, and restated its determination to resist any effort by the Crown to acquire the Manawatū lands. The weight of evidence indicates that Ngāti Apa, Ngāti Raukawa, and McLean agreed that the lands lying to the south of the Rangitīkei River would not be sold, that they would be held for both iwi.

Ngāti Raukawa was astute enough not to rely on McLean's promises and hence it began to negotiate pastoral leases as a bulwark against purchasing. In 1852 it proposed the creation of a permanent reserve that embraced the lands between the Manawatū River and the Kukutauaki Stream. That the proposed reserve did not include the land lying to

the north of the Manawatū River did not imply that it had relinquished any claims to ownership. The proposal failed to gain the support of the Crown. The latter was averse to creating large and permanent reserves for Māori, preferring rather that they re-purchase sections from purchase blocks, partly as a means of expediting the 'individualisation' of Māori land ownership, partly as a means of bringing more Māori-owned land into the market, and partly as a means of recouping the costs of its purchasing programme. Ngāti Raukawa reached an agreement with Rangitāne under which it recognised the claims of the latter to the lands that would comprise Te Āhuatūranga, while Rangitāne apparently accepted Ngāti Raukawa's claim to the Manawatū lands. The sale of the 250,000-acre Te Āhuatūranga block was finally concluded in 1864, but only after Searancke had endeavoured to deceive the owners over the extent and thus the price by declining to have the block surveyed prior to sale. On the other hand, the bitterly contested sale of the 35,000-acre Te Awahou in 1859, a block greatly desired by the Crown for the access it offered to the Manawatū lands, exposed differences within Ngāti Raukawa over the wisdom of selling land. Accounts of that purchase suggest that McLean and Searancke skilfully exploited those differences. While the Rangitīkei-Turakina transaction is held to demonstrate McLean's preference for dealing with iwi rather than hapū, he was ever the pragmatist and ever keen to exploit intra-iwi differences where it suited his purpose. It was partly with that purchase in mind that Hadfield later claimed that when it came to purchasing McLean was 'guided by no fixed principles.'[1]

(5) The exemption of the Manawatū

Once installed, the Wellington Provincial Government, having begun to borrow to finance public works and still endeavouring to meet the demands of its original land purchasers, turned to the acquisition of the Manawatū lands. It redoubled its efforts in the early 1860s as the Crown moved to bring its pre-emptive right of purchase to an end and to establish a court charged with establishing the ownership of and clothing customary land with transferable titles. In deference to the wishes of the 'Wellington party,' Parliament included a provision in Native Lands Act 1862 that excluded the Manawatū lands from its jurisdiction. The basis for the protracted struggle that followed was thus set in place. But Featherston also successfully pressured the General

[1] AJHR 1860, E4, at 11

Government into delegating to him, as Wellington's Superintendent, the power to acquire customary land. The exemption meant that the Manawatū lands would not be brought before what was originally a predominantly Māori court and the likelihood of contested and protracted hearings, and the appointment meant that Featherston was free to conduct the purchase as he saw fit. The evidence indicates that over neither the exemption nor the appointment (which conflated the power to determine customary ownership with the power to purchase) were west coast Māori consulted, much their views taken into account. The Manawatū block as exempted by the Native Lands Act of 1862 and again by the Native Lands Act 1865 embraced all that part of the west coast lands that lay between the Rangitīkei and Ohau Rivers, and between the sea and the Tararua and Ruahine Ranges: as such it enveloped a substantial proportion of the area that Ngāti Raukawa had a few years earlier proposed as a permanent reserve. The exempted block also included lands that featured prominently in the Domett Government's plans for the defence of Wellington.

(6) Minor dispute or *casus belli*?

The arrival of pastoralists on the west coast from c.1845 onwards clearly encouraged Ngāti Apa, Rangitāne, and Ngāti Raukawa, to cooperate over the definition of lease terms and the distribution of rents. Notwithstanding the prohibition against private leasing provided for in the Native Land Purchase Ordinance 1846, by 1861 runholders were well established. It was not that the Crown lacked the will to proceed against those who transgressed under the 1846 measure, but rather, in order to advance its own interests, it expressly chose not to do so. Given the leases and the determination of most Ngāti Raukawa hapū not to sell the Manawatū lands, Featherston sought leverage. What appears to have been a minor dispute over the distribution of pastoral rentals was thus elevated into what he termed the 'Rangitikei land dispute.' It is clear that Ngāti Apa, Ngāti Raukawa, and Rangitāne had been able to arrange lease terms, share the rental income, and settle disputes without the benefit of external intervention, that is, until 1863 when Ngāti Apa decided to assert a right to receive the rentals in their entirety, all the while refusing to negotiate a settlement. Although earthworks were thrown up, taunts and insults issued, and a day for fighting set, the preliminaries setting Ngāti Raukawa and Rangitāne against an out-numbered Ngāti Apa appear to have been more about bluff and bluster than serious intent, a ploy on the part of Ngāti Apa to draw the Crown into the dispute and a ploy to which Featherston was ineluctably drawn.

That Featherston, citing a desire to preserve the peace, chose to intervene and then to 'impound' the rents until the matter was settled, clearly demonstrated his willingness to use whatever method suited his purpose: thus Māori were reminded that the leases were illegal and that the Crown could confiscate the rents, runholders were reminded that the leases were illegal and could be terminated. While Featherston might project himself as 'peace-maker,' and however assiduously he tried to persuade Ngāti Raukawa that he was also a 'reluctant purchaser,' his purpose was perfectly clear. So much was made plain by his apparent efforts to discourage the parties from submitting their claims to arbitration, not that Ngāti Apa, in particular, needed much encouragement. In short, the dispute neatly suited the ambitions of both Kāwana Te Hūnia Hākeke and Featherston, the former to reverse the humiliations of the conflicts that accompanied the arrival of iwi from the north during the 1820s and 1830s, the latter to rescue the Province of Wellington from its increasingly dire financial straits. For his part, Kāwana Te Hākeke would later concede that he set out 'to have a disturbance with Ngāti Raukawa' in an effort to ensure that the Manawatū lands were not brought before the Native Land Court, the very same anxiety that agitated Featherston. It was, as one of Ngāti Apa's supporters observed, far easier to divide money than to divide land.

Featherston thus found in a minor dispute over rents the leverage he sought. But threatening criminal prosecution as a means of resolving a political problem and furthering a political agenda hardly constituted a proper or even legally justifiable manner of enforcing compliance with the Crown's desire to purchase the Manawatū lands. Further, Walter Buller (Featherston's 'little pilot' as Hadfield labelled him) later acknowledged that impounding the rents had been about 'impoverishing the Natives and making them sell the land.' Unsurprisingly, the runholders complied, Ngāti Apa did not object, and Ngāti Raukawa, fearing the permanent loss of an important source of revenue, acceded to what in any case had been represented to them as a short-term measure (but in fact not finally settled until 1885). Featherston's tactic, to secure compliance through fear of impoverishment, was far removed from Normanby's August 1839 instructions.

(7) Agreement or contract?

Towards the end of 1864, Featherson claimed to secure the agreement of Ngāti Apa, Rangitāne, and Ngāti Raukawa to the sale and purchase of Rangitīkei-Manawatū. But his claim was followed by reports of Ihākara Tukumaru's extreme displeasure upon realising that ownership of the block and the allocation of interests would not be matters for the Native Land Court to investigate. That response was a clear indication that those rangatira who met Featherston on 12 October 1864 had done so not to conclude but to explore the terms of a possible sale. They made it clear that they did not have the support of their people to proceed further, that is, that they were not then competent to conclude a contract, and that any sale was contingent upon a formal investigation into ownership and a division of the contested lands among the rival claimants. Given that the apportionment of purchase monies would depend on relative interests, that was a sensible precaution.

With the essential terms outstanding – boundaries, price, reserves, and iwi shares – it is clear that no binding contract for sale and purchase had been agreed. Featherston's assurance to Premier Weld in May 1865 that such an agreement had been concluded and that just the 'details' had to be arranged was disingenuous. Moreover, his claimed 'agreement' hardly sat comfortably with the basic tenets of contract law. Featherston appears to have been anxious over proposed changes to the Native Lands Act 1862, and Ngāti Raukawa's determination to have the Manawatū lands brought before the Native Land Court. Featherston thus demanded that the new (1865) Native Lands Bill again exempt the Manawatū lands: the exemption was renewed, the outcome, it was claimed, of 'provincial log-rolling.'

At a meeting with Ihākara Tukumaru in November 1865, Featherston thus insisted that the Manawatū lands were 'virtually ... already in the hands of the Commissioner,' and that 'It was only fair to deal with the Rangitikei-Manawatū block as land under sale to the Government, although the final terms had not yet been arranged.' Featherston was now clearly aware that the 'agreement' reached on 12 October 1864 did not constitute a formal contract and that his efforts to induce Ngāti Raukawa to honour a contract that had never been concluded had failed. Hence a further hui was arranged, for Te Takapu, when the terms of the proposed sale would be settled.

Having announced prior to the meeting that he would ignore the claims of those opposed to a sale and distribute the purchase monies accordingly, Featherston, unsurprisingly, encountered strong opposition during the April hui. Those opposed to sale renewed their demands for a Native Land Court hearing. In response, Featherston shifted his ground: whereas in August 1865 he had indicated that sale required the consent of all owners, now he insisted that only majority consent was required. The reason for Whanganui's presence at the hui was immediately clear: swamping would allow him to dismiss his opponents as a 'small section' of Ngāti Raukawa. The price was set at £25,000, allowing Wellington's Treasurer to declare that expected sales of land within the block 'would reap a rich dividend and allow the Government to extricate itself from its financial woes.' Thus stood exposed Featherston's self-proclaimed role of peacemaker and reluctant purchaser for what it had always been, a stalking horse. Swamping the hui may have allowed Featherston to secure majority consent to sale and purchase: he was as far as ever from securing quiet possession of the Manawatū lands.

(8) Doubts and disquiet

A great deal of criticism followed Featherston's claim of a successful purchase. Critics insisted that the exemption of the Manawatū lands had constituted an injustice to Māori, fears of hostility had been deliberately over-blown, Ngāti Raukawa had been coerced into selling, the Crown had paid a nominal price for an immensely valuable block of land, and that Featherston had managed to conflate and confuse to his advantage the roles of purchaser, peace-maker, and protector. Ngāti Raukawa took its case to the public through the columns of the colonial press, emphasising the 'arrangement' reached during the Rangitīkei-Turakina negotiations, suggesting that it had been deceived by Featherston, pointing out that he had chosen to deal with those who had only remote connections with the land, and insisting that the iwi had not agreed during the Te Takapu hui to the sale of the block. To those claims, Ngāti Kauwhata added its weight.

Concerns emerged within the General Government: Featherston was instructed to demonstrate that ***he*** had 'duly investigated' claims to ownership of the block, that such investigation had been conducted after 'due publicity,' that ownership had been properly established, that the area of and price for the block had been 'accurately defined and laid down,' and that all claimants had agreed to the proposed distribution

of purchase monies. Public disquiet intensified, and discomforting parallels were drawn with the Waitōtara transaction in which Featherston had elected to deal with and pay a small group with minor claims to that block. Buller's efforts to acquire signatures – or 'padding' as Hadfield termed them -– to the Deed of Cession were bitterly criticised. Buller eventually secured some 1,400 signatures: whether they were of the 'real owners' was not known since ownership of the block had never been established, a fact that even Featherston's 'organ', the *Wellington Independent*, felt obliged to concede. The claimants had signed, but whether the claimants were the owners was another matter entirely.

In October 1866, Ngāti Raukawa took its case to Minister of Native Affairs Richmond. It emerged that Featherston had still to furnish the report that had been requested in the previous May. In advance of the hui planned for Parewanui in December 1866 when the distribution of the purchase monies would be decided, the General Government again directed Featherston to submit a full report, including the basis upon which the purchase monies would be allocated and details of the reserves set apart for the 'dissentients.' Without such information, Featherston was informed, the Governor would be advised not to approve the transaction. Featherston complied, seizing the opportunity to minimise and discredit the opposition, and to describe the Whanganui signatories as practically irrelevant –but including them in his analysis of iwi/hapū support for the transaction. He would later concede that, without its support, Ngāti Apa would never have attempted a trial of strength with Ngāti Raukawa. In other words, Whanganui were included not as claimants but as military backers: for that support they would receive £2,000, monies that therefore did not go to the rightful owners the identity of whom remained unknown. Irrelevancy, it seems, came with rich rewards. Of 1,647 signatures on the completed Deed of Cession, 730 or 44.3 per cent were members of Whanganui. That Featherston was clearly aware of the reasons for Whanganui's involvement raises serious questions about his probity and about the integrity and validity of the entire Rangitīkei-Manawatū transaction.

An interesting point about Featherson's analysis of support is that while he took pains to distinguish between 'resident' and non-resident' Ngāti Raukawa, the 'residency' or otherwise of Ngāti Apa, Ngāti Te Upokoiri (whose claims to the Manawatū lands were not defined but who nevertheless secured £1,000), Muaūpoko, and Ngāti Toa did not rate a mention. He also set out the allocation of the purchase monies, but without

defining any basis therefor, and claimed that at the request of the owners reserves would be defined once that purchase had been concluded. That was clearly contrary to well-established Crown policy and contrary to the General Government's direction. Featherston was clearly determined that he would define the location and area of reserves: the owners would be rendered supplicants for their own lands.

Richmond was not reassured, seizing on the fact that Featherston had failed to comply with the Government's direction issued in May 1866, observing that his stance on the matter of reserves embodied 'a principle new to the practice of the Government in land purchases,' insisting that the Government had never recognised the right of a majority in an iwi to override the minority, suggesting that the 1862 exemption had been less than well founded, and complaining that Featherston had unilaterally fixed a hui at which the distribution of purchase monies among the sellers would be arranged. Richmond's complaints constituted a devastating critique of the manner in which Featherston had conducted the transaction. But the Government failed to order a halt to the hui, instead indicating that it was prepared to approve the payment of advances in order to meet the expectations of sellers. All claims and thus the final distribution of purchase monies would be matters for inquiry by a commission 'acting in the manner adopted by the Native Land Court.'

Featherston threatened to abandon the entire proceedings, but chose to ignore Richmond's directions (including the matter of reserves) and proceeded to Parewanui where, after tense negotiations, those assembled agreed to the allocation of the purchase monies exactly as he had indicated several months earlier. Featherston had been delayed in his arrival at the hui, his buggy having 'come to grief in a quicksand' along the beach that served as a road: it was an apt metaphor for the transaction and a portent of the troubles ahead.

That the sellers among Ngāti Raukawa and Ngāti Toa agreed to set aside £2,500 of the £10,000 they secured for the non-sellers was a clear indication of the strength of the opposition to the sale within Ngāti Raukawa and a rebuff to Featherson's standing efforts to dismiss those involved as 'a small section.' The Superintendent's assumption that the sellers would 'encourage' the non-sellers to fall into line (a standard Crown purchasing tactic) would prove to be ill-founded. To Featherston's defiance as a land

purchase commissioner acting on behalf of the Crown, the General Government was either unable or unwilling to respond.

(9) The first Himatangi hearing

The matter did not end there as those opposed determined to remain in occupation, to resist surveying, and otherwise to deny the Wellington Provincial Government quiet possession. After an extended campaign of passive resistance that included appeals to the Queen, responses from Richmond that in the light of his earlier tangles with Featherston could best be described as equivocal, belated efforts by Featherston to assuage concerns over reserves and again employ the uncollected rents to pressure the non-sellers, Parliament passed the Native Lands Act 1867: section 40 empowered the Crown to refer to the Native Land Court the claims of the non-sellers, while section 41 released from exemption the lands outside the Rangitikei-Manawatū block. In 1868, the Native Land Court (acting as 'a commission of general inquiry' as Richmond described it) heard an application by Parakaia Te Pouepa and others for a certificate of title to the 11,500-acre Himatangi block (within the Rangitīkei-Manawatū block). It was one of 11 such claims and on the outcome the fate of the Rangitīkei-Manawatū transaction appeared to rest.

The commission found that the 'original' owners – Ngāti Apa and Rangitāne – had been so 'weakened' by the 'Ngātitoa' invasion that they had been 'compelled to share their territory with his [Te Rauparaha's] powerful allies the Ngātiraukawa and to acquiesce in joint ownership.' Nevertheless, Ngāti Apa and Rangitāne 'possessed equal interests in, and rights over the land' when negotiations for sale and purchase began. How iwi 'compelled' to do the bidding of others could be said to possess equal rights and interests is something that the commission failed to explain. Further, it found that 'The tribal interest of Ngātiraukawa ... vested in the section of the tribe which has been in actual occupation to the exclusion of all others.' The commission thus declined to recognise any 'tribal' right to the Manawatū lands, rather only the rights of resident hapū. But that did not apparently apply to Ngāti Apa whose tribal right the commission clearly recognised.

Finally, the commission 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-Manawatū block, which have been or may be referred to it.' In other words, the commission claimed that its findings applied, without the need for further investigation or qualification, to the Manawatū lands as a whole. Apart from anything else, the finding was hardly consistent with the Deed of Cession: where were Whanganui, Ngāti Upokoiri, Ngāti Kahungungu, Ngāti Ruanui, Ngāti Toa, and Te Āti Awa? If the commission failed to recognise them as owners, why had Featherston sought their assent to the sale and why had they received purchase monies?

The ruling suggested that the entire transaction might be rendered invalid or that the Crown had acquired only Ngāti Apa's share of the block plus those lands that sections of Ngāti Raukawa had agreed to sell: the non-sellers stood to secure as much as 40,000 acres and thus seriously compromise the Wellington Provincial Government's expectations of a rich harvest. That Featherston endeavoured to have the remaining ten claims dismissed suggested considerable consternation over the implications of the ruling. In the face of criticism the commission retreated, now claiming that the evidence presented did not prove any conquest by Ngāti Raukawa or any forcible dispossession of Ngāti Apa and Rangitāne. It did not attempt to reconcile that view with its original finding.

As the legal and political struggle continued, the Wellington Provincial Government's financial position continued to deteriorate. The pressure to secure quiet possession of the entire Rangitīkei-Manawatū block mounted, and hence the General Government decided, in November 1868, to appoint a special commission to inquire into the entire Rangitīkei-Manawatū transaction and to make recommendations for settling outstanding claims. It abandoned its decision when Featherston, predicting 'ruin' and 'utter destruction,' described the proposal as 'utterly impracticable,' and upon McLean declining an invitation to sit as a member.

(10) The second Himatangi hearing

The outcome was a second Himatangi hearing. The Native Land Court (Fenton and Maning) decided that the central question was whether Ngāti Raukawa had secured dominion over the land prior to 1 January 1840. In Part 1 of its ruling, it found that

Ngāti Raukawa as an iwi did not do so, that three hapū of the iwi did establish rights of ownership by occupation, and that such rights existed alongside those of Ngāti Apa. In Part 2, the Court ruled that it had decided not to investigate the Ngāti Apa's claims on the grounds that it had declared dominion to rest with that iwi: in effect the claims of Ngāti Apa were never tested. Of some 500 Ngāti Raukawa claimants, just 62 were admitted as having a right: for those claimants Ngāti Apa was instructed to mark off portions of the block.

Maning then offered his version of the region's pre-annexation history in which he claimed that Ngāti Raukawa had only ever taken 'nominal' possession of the land. Of what 'nominal possession' consisted, he did not say, other than it did not confer on the iwi any rights over the lands of Ngāti Apa. By such means, the finding of the 1868 commission that Ngāti Apa and Ngāti Raukawa shared equal interests and rights was parlayed into a finding that the former had never forfeited its rights at all. That three hapū of Ngāti Raukawa had settled on the Manawatū lands, Maning attributed to an invitation extended – for reasons not specified – by Ngāti Apa, thus turning on its head the finding of the earlier commission. Under pressure from Featherston and somewhat against its better judgement, reserves having still to be defined, in October 1869 the General Government issued a proclamation declaring Native title over the block as having been extinguished.

Another round of protests followed. Matters were not assisted by an effort on the part of Featherston and Buller to pre-empt the Native Land Court's direction to Ngāti Apa and Ngāti Raukawa to mark off the awards made and to secure the Court's approval in the absence of claimants and their counsel. It was now clear that the 6,200 acres awarded by the second Himatangi ruling were not reserves at all but lands awarded to the non-sellers. Featherston's failure to comply with the General Government's direction, namely, that reserves for the sellers should have been agreed and defined before the purchase was concluded would mean further delay. Resistance turned violent as Buller, in an effort to force on the surveys, set iwi against iwi. Featherston pressed for the deployment of the Armed Constabulary and for the application of the draconian Disturbed Districts Act 1869 to suppress all dissent and resistance as those opposed to the transaction were cast as 'obstructionists.' Wiser counsels prevailed.

(11) McLean's inquiry

As the Wellington Provincial Government trembled on the brink of insolvency, Native Minister McLean was directed to conduct an inquiry: he would later describe the task as one of the 'most disagreeable' that he had undertaken. During his meetings with Ngāti Raukawa, he acknowledged that an understanding had been reached in 1849 over the Manawatū lands whilst not denying claims that Featherston had refused to honour that agreement. Rangitāne adverted to the Whārangi discussions, insisting that those who had attended had not agreed to sell the Manawatū lands, that they were 'only commencing the matter ...' Iwi also insisted that Featherston's alleged usurpation of the Native Land Court's 1869 direction to them to mark off the lands it had awarded had prolonged the dispute. For its part, Ngāti Apa now claimed that it had been out of fear of attack following the death of Nepia Taratoa, and that it had pressed Featherston to acquire the Manawatū lands. Plainly, Māori considered that they had been deceived, misled, intimidated, and betrayed.

McLean declined to traverse the history of or to re-litigate the transaction, but he did conclude that it was Featherston who had first proposed purchase, that Featherston and Buller had secured on the Deed of Cession the signatures of many without any valid claim to the Manawatū lands, that they had interfered with the Court's 1869 order, and that the core of the continuing difficulties lay in Featherston's refusal to secure agreement over reserves before concluding the Deed and distributing the purchase monies. In short, the entire transaction had been mishandled. McLean identified three groups of objectors – those who had sold but not received promised reserves; those who had not sold and were dissatisfied with the awards made by the Native Land Court; and those who resided on the land but whose claims had not been investigated or indeed recognised at all. As a general result, McLean recommended that an additional 14,379 acres should be granted to Māori in addition to the 3,361 acres set apart by Featherston and the 6,226 acres set apart by the Native Land Court (to which McLean later proposed to add the whole of the Himatangi block). The total of 23,967 acres represented over ten per cent of the Rangitīkei-Manawatū block, or with the Himatangi block included, 35,000 acres or 14 per cent). By December 1870, McLean had thus reached an agreement with all iwi and hapū involved: implementation awaited the passage of the Rangitikei-Manawatu Crown Grants Act 1873.

(12) 'Wellington's Waitara'

Featherston was dismayed and, on the eve of his departure for England as Agent-General, presented the General Government with a demand for £15,300, a demand that the Government flatly rejected. McLean insisted that he had acted to discourage Māori from repudiating the entire transaction. Further delay and confusion followed, especially as McLean appeared to waver and unable to enact the agreements reached. Surveying was halted again during October 1871 and pressure mounted on both the General and the Wellington Provincial Governments to resolve the dispute. In the House, Stafford summed matters up succinctly. 'They had had,' he remarked, 'a Commissioner doing just as he liked, and going directly in the face of instructions from the Native Minister, and they had seen a payment made by the same gentleman before the Native title had been conclusively decided.'

In fact, the failures were not solely those of Featherston. Parliament itself, by acceding to Featherson's demand for exemption, and the General Government by acceding to his demand for appointment as land purchase commissioner and failing to exercise any oversight of his actions were also responsible. In effect, the General Government, certainly by default, had allowed the inability of the Wellington Provincial Government to manage its finances and to conduct the negotiations in accordance with standing instructions, to trump its obligations as specified by Normanby. Premier Vogel's effort, in 1874, to deny the General Government's responsibility was less than honourable. Speaker F.D. Bell was more forthright when he concluded 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.'

For Ngāti Kauwhata, Ngāti Parewahawaha, and Ngāti Kahoro, a further struggle followed as they endeavoured to secure the implementation of McLean's arrangements. Although they reached an agreement, further difficulties and delays followed and charges of deceit over the matter of reserves were now levelled at both Featherston and McLean – essentially over the extent and location of McLean's awards to the non-sellers and over the Crown's failure to issue Crown grants. A delay in the return of the entire 11,000-acre Himatangi to Parakaia and his people (as promised by McLean in 1871) as the Wellington Provincial Government sought to acquire a block for which it insisted it had paid was finally resolved by the Himatangi Crown Grants Act 1877.

Perhaps the last word should be left to Daniel Pollen (Premier 1875-1876) and J.C. Richmond (Native Minister 1866-1869). In 1885, the former conceded that 'There are a good many circumstances connected with ... [the Rangitīkei-Manawatū purchase] of which nobody need be proud.' The latter recorded that the whole Rangitīkei-Manawatū transaction was 'anomalous ... 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.' That the Rangitīkei-Manawatū transaction proved to be protracted, costly, and controversial was as much a failure of the General Government as it was that of the Wellington Provincial Government and its Superintendent. It was to the credit of neither that they each sought to eschew responsibility by blaming the other for a transaction that earned it the sobriquet of 'Wellington's Waitara.'

Conclusions

- That Parliament elected, upon pressure from Wellington's representatives long determined to acquire the Manawatū lands but without consulting or securing the consent of Māori, to exclude those lands from the jurisdiction of the newly established Native Land Court so that competing claims were not tested and customary ownership not defined until the Himatangi hearings of 1868 and 1869, that is, after the purchase had been concluded and purchase monies distributed.
- That the General Government, having appointed Wellington's Superintendent as a land purchase commissioner, allowed him to act without effective oversight or supervision and failed to ensure that he complied with its directions.
- That Featherston employed tactics that were at variance with the Crown's purchasing guidelines. He ignored the agreement or understanding that McLean and Ngāti Raukawa had reached in 1849 over the Manawatū lands; exploited a minor disagreement over pastoral rents in an effort to secure leverage over Ngāti Apa, Rangitāne, and Ngāti Raukawa; employed the threat of Crown-enforced impoverishment as an inducement to sell; attempted to pressure Māori into honouring an agreement for sale and purchase without having first defined,

completed, secured full and free consent to, and recorded all the relevant terms; swamped the probable owners in order to minimise and circumvent opposition to sale; cultivated a fear of loss of purchase monies in an attempt to sway objectors and doubters; held out collateral benefits but failed to embody the promises thus made in the Deed of Cession; failed to reach agreement over reserves in advance of the conclusion of the Deed of Cession; attempted to pre-empt and manipulate a directive of the Native Land Court; set out to confine Māori to minor reserves, failing thereby to protect Māori interests, most notably over the critical matter of sufficiency; negotiated with and allocated purchase monies to hapū and iwi whose connections with the Manawatū lands were remote at best and contrived at worst; and to maximise the financial return to the Wellington Provincial Government so as to rescue it from impecuniosity.

- That the transaction was inconsistent with Normanby's instructions of August 1839 to the effect that the Crown should seek to acquire land from Māori by contracts that were 'fair and equal,' and through negotiations that were conducted with 'sincerity, justice, and good faith.'