

**IN THE WAITANGI TRIBUNAL**

**WAI 2200  
WAI 1619**

**IN THE MATTER** of The Treaty of Waitangi Act 1975

**AND** Claims in the Porirua ki Manawatū Inquiry

**AND** the Wai 1619 claim on behalf of Ngāti Parewahawaha

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**BRIEF OF EVIDENCE OF JOHN REWETI**

**Dated 7<sup>TH</sup> OCTOBER 2020**

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Waitangi Tribunal

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Ministry of Justice  
WELLINGTON



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## **MAY IT PLEASE THE TRIBUNAL**

### **Introduction**

1. My name is John Reweti and I am providing this evidence on behalf of my hapū Ngāti Parewahawaha.
2. I am also a named claimant together with Tamahau Rowe in respect of the Wai 1260 claim for and on behalf of Ngāti Waewae. However, I understand I will presenting that evidence later in the inquiry programme.
3. I hold a Bachelors degree of Mātauranga Māori and a Masters degree in Maori in Management from Te Wananga o Raukawa.
4. I have spent a number of years reviewing, historical reports and archival materials and records researching my tribal history and have become somewhat of a tribal historian. It is from that perspective, that I have been able to prepare this evidence today.

### **The Claim**

5. In 2008 I filed a claim on behalf of Ngāti Parewahawaha to have our historical grievances against the Crown inquired into by the Tribunal. At the time I had the support of my whanau and hapū, many of whom are no longer with us today. I see it as my responsibility to see this process through to its conclusion.

### **Wai 1619 Report**

6. I have included as part of my evidence a report (“Wai 1619 Report”), authored by me, which is attached to this Brief of Evidence and marked, **Appendix A**.
7. The Wai 1619 Report uses multiple sources and required extensive research. It provides further detail and historical context in relation to Ngāti Parewahawaha issues and Crown breaches of Te Tiriti, that I hope will be helpful to the Tribunal in this inquiry.
8. This Brief of Evidence is made up of the most salient points taken from the Wai 1619 Report.

## **My evidence**

9. I am aware that other Ngāti Parewahawaha claimants have also provided evidence in this inquiry and I do not seek to cover the same materials as they have. Instead, I have chosen to focus my evidence in three key parts.
10. The first part will cover the heke of Ngāti Parewahawaha into the region and our whakapapa connections to the land and to other claimant groups within this inquiry.
11. I will traverse the tribal histories of the famous rangatira Te Rauparaha and his nephew lieutenant Te Rangihaeata. This will cover the early account of Te Rauparaha and his people Ngāti Toa and the migration into the Kapiti Coast. Included in this section, it will show whakapapa ties between Te Rauparaha and the primary leader of Ngāti Raukawa's migration south led by Te Ahukaramu, Nepia Taratoa and Te Whatanui all being rangatira of Ngāti Parewahawaha. It will provide historical accounts of battles fought throughout the region that support Ngāti Raukawa's claim of Raupatu over the original inhabitants of district by 1840.
12. It will also cover the battle Haowhenua which resulted in a well-defined boundary set at Kukutauaki between Ngāti Raukawa and Te Ati Awa the two allied iwi who assisted Te Rauparaha's conquest over the lands from Whanganui a Tara and Whangaehu.
13. The second part of my evidence will look at issues surrounding the alienation of the Rangitikei-Manawatu block in 1866 and the Native Land Court investigations of title the years following the sale.
14. My evidence in this section will highlight specific flaws in Featherston's actions over the alienation of the block and in particular how Featherston as an agent of the Crown failed to follow a fair and just process before the deed of sale was signed and completed. I look at this issue in the context of the Native Lands Acts of 1862 and 1865 to show how the combination of

legislation and Crown actions have detrimentally impacted our hapū of Ngāti Parewahawaha.

15. In particular, I focus on the Himatangi and the Rangitikei-Manawatu cases to illustrate that the extent the Crown went to in our rohe to exert undue influence during the title investigations of the Native Land Court. Due to the Crown involvement the Court went against Ngāti Raukawa claims of conquest (Take Raupatu) in the region gave more weight to ancestral claims (Take Tipuna) made by Ngāti Apa to suit their the Crown's own ends.
16. The third part of my evidence will look at issues surrounding the Ngāti Parewahawaha settlement at Ohinepuhiawe including the effects of the flooding of the Rangitikei River through Ohinepuhiawe native reserve which changed the river channel under the cliff face below the township of Bulls in 1897. In particular my evidence will set out more detail about the exchange between Hare Reweti and Crown agents seeking compensation for lands lost as a result.

#### **Roherohe Whenua – Partition of Land in the Rangitikei-Manawatu**

17. The first arrivals came in Te Heke Whirinui and lived on Kapiti for sometime. They eventually settled on the mainland in the vicinity of Otaki, Horowhenua and Manawatu and were lead by Te Ahukaramu.
18. Sections of Ngāti Raukawa who came in Te Heke Kariritahi lead by Nepia Taratoa settled land on the south bank of the Rangitikei River. This area was provided by Te Rauparaha and Te Rangihaeata with land between the Rangitikei River and the Whangaehu River to be settled jointly with Ngāti Apa under the alliance made through the marriage of Te Rangihaeata and Te Pikinga.
19. Te Whatanui returned to Kapiti in 1829 with the main body of his tribe, this migration known as the Heke Mairaro. He settled in the south of Manawatu district around Ohau.

20. For some years, hapu of Ngāti Raukawa constantly recruited their countrymen in their settlements on the Manawatu, gradually extending their occupation over the whole country between Otaki and Rangitikei, although their chief stations were in the Horowhenua and Ohau districts.
21. During this period Ngāti Apa came under the protection of Rangihaeata and Nepia Taratoa who were in occupation some of the country north of the Rangitikei River. Their occupation was seen as a sign that Ngāti Apa were to be left in peace.<sup>1</sup>
22. Ngāti Kauwhata took up residence on the Oroua River below Mangawhata; Ngāti Hinepare, Ngāti Turoa, and Ngāti Tahuriwakanui above Mangawhata; among Ngāti Tauira.
23. Ngāti Whakaterere settled in the vicinity of Shannon, and Ngāti Wehiwehi among the Rangitane peoples on both banks of the lower Manawatu.<sup>2</sup>
24. Aperehama Te Huruhuru protection of Ngāti Parewahawaha's clearings at Pakapakatea from Ngāti Apa incursions.<sup>3</sup> His primary settlements were at Mingiroa just south of Ngāti Rangatahi and Ngāti Matakore at Miria Te Kakara.
25. The Ngāti Waewae, Ngāti Pikiahu and Ngāti Maniapoto people referred to above would eventually settle Te Reureu district. Ngāti Rangatahi would move to Te Reureu at a later date around 1846.
26. In his travels between Port Nicholson and Whanganui in 1842 Wakefield made a brief stop off at Tangimoana to re-supply his diminishing food supply. He gave a brief description of the kainga at the mouth of the Rangitikei River which was likely Tawhirihoe a place occupied by Ngāti Parewahawaha:

*The next day we reached Rangitikei, about thirteen miles further along the same desolate-looking coast. The small stockaded pa on*

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<sup>1</sup> Travers, T. W. *The Stirring time of Te Rauparaha* p 122

<sup>2</sup> Matheson, 'Rangiotu', p 7. See also I Matheson, 'The Maori History of the Opiki District', in *From Fibre to Food: Opiki, the District and its Development*, a Golden Jubilee Publication of the School and District, 1928-78, M J Akers (ed), Opiki, Opiki Jubilee Book Committee, 1978, pp 6-7

<sup>3</sup> Otaki Native Land Court MB 1C, 16 March 1868, pp 238–243

*the south bank was quite deserted, and the very houses which had formerly sheltered my large party on the opposite side seemed to have been removed. We fired two or three shots, hoping to attract some natives, as our stock of provisions was running low, and there were no potatoes on any of the stages; but we received no answer. Little Heuheu, my slave, now suggested that we should sound for a potato-pit; and the ramrods were accordingly stuck into the earth in every probable nook of the pa. The lad at last pounced upon an abundant store, and we filled two large baskets with the potatoes, which were remarkable for their size and quality. Just before dusk, I observed the bushy heads of two natives stealing a look at our proceedings from behind a low fern-covered ridge on the opposite bank. They disappeared immediately on my shouting to them; but when I had called out that it was "Ti-raweke and his White people very hungry and tired," a small canoe glided out of the rushes a little higher up, and they were soon sitting by our fire smoking a welcome pipe. They were of the Ngatiapa tribe, and had seen me on my former visit here. Our guns had attracted their notice; but they had feared to cross over, thinking that we were a party of the Ngatiraukawa, to whom this pa belonged, and some of whom they described to be little scrupulous in plundering or tyrannizing over the remnants of the aboriginal tribe...<sup>4</sup>*

27. In Gilling's defence of Ngāti Apa's position within the context of Ngāti Raukawa dominance over the Rangitikei-Manawatu stated that Ngāti Parewahawaha maintained significant sites of occupation along the southern banks of the Rangitikei River. Citing Wilson:

*It is certain, however, that sections of Ngatiraukawa did occupy lands on the block in various places, the Ngatiwehiwehi on the Manawatu and around about Taikorea, Napia Taratoa at Matahiwi, the chief of the Ngatiparewahawaha and other of the same hapu at Ohinepuhiawe where Aperehama te Huruhuru and Hare Rewiti lived, and the Ngatikauwhata at Awahuri on the Oroua, where the principle people were Tapa te Whata, Hoeta Kahuhui, and Takana Te Kawa; whilst Kooro te one of the same hapu at Mangawhata lived near the Oroua Bridge... Ihakara Tukuwaru was occasionally*

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<sup>4</sup> Wakefield E. J. *Adventure in New Zealand from 1839 to 1844 with some account of the beginning of the British Colonization of the Islands* Volume I, 1845, pp 377 - 378



*residence on the south of the Manawatu, but had a pa at Tawhirihoe close to the mouth of the Rangitikei on the south side...*<sup>5</sup>

28. Ngāti Parewahawaha also maintained an occupation of this area at Poutu, Maramahoe as well as other places as far north as Kakariki.

### Sites of Significance

Pā, Kainga, Wāhi Tapū and Wāhi Kaimahi

Name	Type and use	Waahi Tapu	Kaimahi
Tawhirihoe	Kainga / Pā	Pātūwatawata	Maara / Ika waitai / Toheroa / Inanga
Rehurehu			
Unuunu			
Awahou			
Hokianga	Kainga / Pā	Pātūwatawata	
Poutu	Kainga / Pā	Urupa	Maara / Tuna / Inanga / Patikitiki
Maramahoe	Kainga / Pa		
Matahiwi	Kainga / Pa	Urupa	
Ohinepuhiawe	Kainga/Pa	Urupa	Maara
Raungaiti	Kainga		Whare Kauta
Mingiroa	Kainga / Pa		
Hikungarara	Kainga / Pa	Urupa	
Paekakariki	Kohinga Kai		(Kaimoana) Kutai

<sup>5</sup> Bryan Gilling, *A land of fighting and trouble; the Rangitikei Manawatu Purchase*, A report for Crown Forest Rental Trust, 2000, p 14

Waitarere	Kohinga Kai		(Kaimoana) Toheroa
Tangimoana			(Fishing)
Rangitikei River	Kai Ika	Mauri o ngā wai Wai tai	(Tuna, Inanga. Patiki, Koura, Kokopū, Piharau)
Pukepuke	Roto		Tuna
Ruahine	Ngahere		Kaimanu
Tararua	Ngahere		Kaimanu
Ruataniwha	Kainga / Pa		Maara
Paku Rakateu			
Koputara	Roto		
Maramaihoa	Kainga / Pa		
Pakapakatē	Waerenga		Maara



## Battle of Haowhenua

29. The battle of Haowhenua was fought near Otaki in 1834. The conflict started between Ngāti Raukawa and Te Ati Awa, which involved local iwi in and about Nga Totara stream. The war started initially with a raid by Te Ati Awa on a potato plantation. But the true cause as Smith explained was the 'increasing pressure on the resources of the Kapiti Coast. This it was due some of the last arrivals from Taranaki on lands that had already been divided up among the earlier migrants to the region.<sup>6</sup> This group was known as Te Heke Hauhaua, of Ngāti Tama led by Te Puoho.<sup>7</sup>
30. The battle of Haowhenua consisted primarily of a series of encounters between Ngāti Raukawa and Te Ati Awa and grew as calls for reinforcements were carried throughout the country with support coming from Waikato, Ngāti Maniapoto and Ngāti Tuwharetoa to assist Ngāti Raukawa. Prior to their arrival Te Ati Awa called on the relations living in Waikanae assist them and Ngāti Raukawa were driven into their pa at Rangiuru Ngāti Ruanui joined the force besieged the pā.
31. Te Rauparaha apparently was staying with Ngāti Raukawa and sent messenger and as the Waikato, Ngāti Maniapoto, and Ngāti Tuwharetoa arrived Te Ati Awa withdrew north to Pakakutu Pā.
32. Fighting intensified over the next two days with both sides suffering huge losses. Ngāti Raukawa gained the upper ground in this engagement and Te Ati Awa were forced south to Haowhenua a large fortified pa south of the Otaki River.
33. In the Rangitikei-Manawatu land court hearings, Ngāti Apa would state their involvement in these battle indicative of their role as an ally to Ngāti Raukawa. The other side of this opinion was that their participation was part of their conditions of a tributary action on the part of a subjugated people.

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<sup>6</sup> Carkeek, W C. *The Kapiti Coast: Maori History and Place Names*, Wellington, AH & AW Reed, 1966 p 34

<sup>7</sup> Smith, S P, *History and Traditions of the Maoris of the West Coast North Island of New Zealand prior to 1840*, New Plymouth, Polynesian Society, 1910 p 497

34. The Haowhenua defensive line was protected by members of Ngāti Ruanui, Ngāti Tama, Ngāti Mutunga, Kaitangata, Puketapu, Manu-korihi, Otaraua, Ngāti Rahiri, and Ngamotu and joined by a large contingent of Ngāti Toa led by Te Hiko, a close relative to Te Ati Awa. he crossed to the mainland to join his relations.<sup>8</sup> The first attack by the combined force led by Ngāti Raukawa was repulsed so the force attacked Te Ati Awa at Waikanae.
35. It is uncertain who was victorious, according to Percy Smith's informant, the Ngāti Raukawa and the allies were routed when the main body of Puketapu, Manukorihi, and Ngamotu came to the assistance of the pā, and they retreated to Otaki.<sup>9</sup> Carkeek on the other hand says that Smith's informant left out 'many important details most of which concern defeats suffered by his own people'.<sup>10</sup> Travers, however drawing on Ngāti Raukawa sources, concluded that the war was brought to an end in the battle at Pakakutu where Ngāti Ruanui were defeated with serious loss. But peace was made soon afterwards, when all the leading chiefs met, and on the advice of Te Heuheu and Te Whatanui,<sup>11</sup>
36. A re-arrangement of boundaries took place following the termination of hostilities. In later years, they dated their rights of occupation in the region as being confirmed at Haowhenua. Some sections of Ngāti Raukawa re-occupied their former settlements at Otaki, Ohau, and Horowhenua, others returned to the Manawatu and Rangitikei Rivers.
37. Te Ati Awa also drew back from the battle area to south of the Kukutauaki Stream, which was to become accepted as the boundary between the interests of Ngāti Raukawa and Te Ati Awa.

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<sup>8</sup> Carkeek, W C. *The Kapiti Coast: Maori History and Place Names*, Wellington, AH & AW Reed, 1966 p 39

<sup>9</sup> Smith, S P, *History and Traditions of the Maoris of the West Coast North Island of New Zealand prior to 1840*, New Plymouth, Polynesian Society, 1910, p 519

<sup>10</sup> Carkeek, W C. *The Kapiti Coast: Maori History and Place Names*, Wellington, AH & AW Reed, 1966, p 40

<sup>11</sup> W L T Travers, *Some Chapters in the Life and Times of Te Rauparaha, Chief of the Ngatitōa*, Christchurch, Capper

38. A section of Ngāti Tama who had maintained a presence at Kaiwharawhara since 1825 attempted to take advantage of the interruption resulting from the war, made attempts to establish themselves at Paremata and Mana. But Ngāti Toa with help from Ngāti Raukawa wielded their control over that area.

### **Featherston and Buller purchase regime in the province**

39. In his position as Superintendent of Wellington, Featherston was given authority to make land purchases as a special commissioner and agent for the General Government. He was an influential figure in the Provincial Government and acted with a great deal of freedom during the 1860s. In some cases he took little regard of Government ministers when attempts were made to limit or curtail his action when dealing with Maori.
40. Buller was the resident magistrate who assisted Featherston in his purchase negotiations throughout the Wellington Province from 1862 with the purchase of the Papakowhai at Porirua from Ngāti Toa and the Te Awahou blocks in 1859. He was also involved in the Ahuaturanga Block in 1864. These were followed by the negotiation for the Rangitikei-Manawatu Block with the Deed of Sale eventually signed in 1866. But disturbances and the unsettled state of the country continued to hinder the purchase of the larger part of the Manawatu.

### **Tension over the Rangitikei-Manawatu Block**

41. Conflict over land rights between Ngāti Apa and Ngāti Raukawa signalled the danger of an outbreak of war between what was considered Kupapa, tribes supporting the Government and those with tribal allegiance to the Kingitanga. The arms and ammunition provided to Kupapa in the Taranaki wars shifted power in the Rangitikei-Manawatu region allowing Ngāti Apa to reassert their old claims in an effort to support Featherston's purchase of the block. These actions undermined the foundation and basis upon which the right of conquest was made by their old enemy Ngāti Raukawa, and in doing so, forced Ngāti Parewahawaha and their related hapū living in the district, into

years of turbulent mitigation under the serious threats of attack by Ngāti Apa and their supporters from Whanganui and Ngāti Ruanui.

42. Ngāti Apa boast of arms and ammunition collected while fighting for the Government in the south Taranaki wars suggests they were in a better position to now retake the lands they had lost to Ngāti Toa and Ngāti Raukawa in the Rangitikei-Manawatu. In this case Ngāti Raukawa or to be more precise Ngāti Parewahawaha in response to these assertions fortified their Pā at Tawhirihoe, Hokianga and Makowhai, Buick stating:

*The manner in which they had renewed their strength and confidence was decidedly characteristic of the Maori, and shows how tenaciously they clung to their love of revenge, and how keenly they sought their opportunity to obtain it. Many of the friendly Ngatiapa had been engaged by the Government in the West Coast war with General Chute, against the Hau Haus, but instead of turning their arms upon these fanatics, they industriously collected as many guns as came in their way, and carefully reserved their cartridges, so that when the campaign was over Kawana Hunia was able to boast, at a meeting held at Turakina, that they had plenty of arms and ammunition, and could easily drive their opponents off the field, that in fact they would prefer an appeal to arms to any other mode of settling the dispute... The Ngatiraukawa indignantly denied these pretensions to ownership of the land, and immediately made preparations to demonstrate by the good old rule that they were its sole proprietors. Strongly fortified pas were built at Tawhirihoe, Hokianga, and Makowhai, and the Ngatiraukawa, having been reinforced by a small section of the Rangitane, who became their allies, the two tribes lay within striking distance, waiting for some trifling incident to put the brand to the bush, when the Europeans interfered.<sup>12</sup>*

43. Ngāti Apa were using the same tactics at various meetings to intimidate those who were making opposing claims for their interest and rights into the Rangitikei-Manawatu. Government officials were well aware of this type of behaviour due to their

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<sup>12</sup> Buick, T L, Old Manawatu, or the Wild Days of the Old West, Palmerston North, Buick and Young, 1903, p, 182

presence, recording the discussion at all meetings concerning the block. While Featherston said he did not want another Waitara<sup>13</sup> when dealing with the Rangitikei-Manawatu Block, the pending conflict between Ngāti Raukawa and Ngāti Apa would allow him to force a sale of the block to the Crown. Featherston's and Buller's excuse for promoting the Crown's purchase of the entire Rangitikei-Manawatu Block was their solution to try and maintain a level peace throughout their purchase regime. But at the same time Featherston was advancing Ngāti Apa's growing confidence and power in order to secure the sale of the block. Featherston would ensure that throughout the negotiation, the issues of rights made by Ngāti Apa and Ngāti Raukawa would be steered more toward rights derived from early occupation, which was more suited to Ngāti Apa's claim as oppose to following rights derived from conquest which upheld and supported Ngāti Raukawa's claim in the land. Gilling noted Buick's insistence on the overwhelming rights of Ngāti Raukawa in the region, and his ardent advocacy of those rights, was based on his unshakable belief that 'under the Maori code the tribe which proved itself victorious in the field sealed with the blood of its dead their rights to the soil' this code was so well established as not to need confirmation – 'a position that cannot be assailed'.<sup>14</sup>

### **Rangitikei-Turakina Block purchase and its relevance**

44. At the onset Ngāti Raukawa included the claim that an agreement had been reached where they would return the Rangitikei-Turakina block to Ngāti Apa for their disposal to the Crown, on the basis that their interests in the Rangitikei-Manawatu were satisfied by that sale, and they were not to make claims to the southern side of the Rangitikei River. Gilling stating that:

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<sup>13</sup> Refers to battles fought between sellers and none sellers in the purchase by the Government of land in the Waitara District

<sup>14</sup> Gilling, Bryan. 2000, *A land of fighting and trouble*, The Rangitikei-Manawatu Purchase, Crown Forest Rental Trust, p. 81



*The exact circumstances of the 1849 Rangitikei-Turakina purchase became important again at this point, Te Rauparaha and Te Rangihaeata had castigated the Ngāti Raukawa chiefs for permitting Ngāti Apa to even raise the possibility of a sale. After protracted and tense negotiations and accord had been reached in which Raukawa agreed that Apa resume sole rights over the land between the Rangitikei and Whangaehu rivers, on the condition that they made no challenge to the Raukawa rights over the land south of the Rangitikei River.<sup>15</sup>*

45. Buller made the following remarks on the issue:

*It appears that when the Ngāti Apa in 1847 surrendered to the Crown the land lying between the Wanganui and Rangitikei Rivers they compromised the conflicting Ngāti Raukawa claims of conquest by conceding to the latter the right of disposal over the territory lying south of the Rangitikei with this mutual understanding – that as the Ngāti Raukawa had received a share of the payments to Ngāti Apa, should in like manner participate in the purchase money of this block whenever Ngāti Raukawa should sell – with the lapse of years the Ngāti Apa have come to regard their right in every respect equal to that of the present holders while the latter always regarding the Ngāti Apa claim as one of sufferance are disposed now to ignore it altogether.<sup>16</sup>*

46. In later years the Crown refused to acknowledge this agreement, which was also challenged by Ngāti Apa. After discussion with members of Ngāti Raukawa and Ngāti Apa Buller concluded relations between the two tribes were strained, saying:

*It appears that when the Ngāti Apa in 1847 surrendered to the Crown the land lying between the Wanganui and Rangitikei Rivers they compromised the conflicting Ngāti Raukawa claims (of conquest) by conceding to the latter the right of disposal over the territory lying south of the Rangitikei with this mutual understanding – that as the Ngāti Raukawa had received a share of the payments to Ngāti Apa, should in like manner participate in the purchase money of this block whenever Ngāti Raukawa should sell – with the*

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<sup>15</sup> Gilling, Bryan. 2000, *A land of fighting and trouble*, The Rangitikei-Manawatu Purchase, Crown Forest Rental Trust, p. 68

<sup>16</sup> Buller to Mantell, 31 August 1863, Mantell Papers, MS 83 (236), ATL

*lapse of years the Ngāti Apa have come to regard their right in every respect equal to that of the present holders while the latter always regarding the Ngāti Apa claim as one of sufferance are disposed now to ignore it altogether.*<sup>17</sup>

47. Ngāti Raukawa did not receive any of the money paid out for the Rangitikei-Turakina purchase. Their stance on the matter of the Rangitikei-Manawatu was embodied in the desire by Te Rangihaeata and Te Heuheu Mananui to preserve the district for Maori. Both Te Rangihaeata and Te Heuheu thought to stem the tide of land sales at Manawatu stopping it from encroaching on their own lands. This point was argued by Ngāti Pikiahu and Ngāti Waewae of Te Reureu that the post erected at Pourewa in 1840 symbolised an *‘aukati i te hokohoko whenua, mai Pourewa tae utu ki Tongariro*. (Ban on selling land between Pourewa and Tongariro).<sup>18</sup> The same reasoning would apply to the land held by Te Rangihaeata in the Horowhenua. O’Malley stating:

*Ngāti Raukawa had indeed acknowledged Ngāti Apa rights to transact lands north of the Rangitikei River and had confirmed a boundary between the two tribes much further south than this, at Omarupapako, some five miles to the north of the Manawatu River. Yet McLean’s confident belief that other tribes would not assert any further claims was misplaced. Te Rangihaeata and Te Heuheu vehemently rejected the proposed transaction. Both rangatira were implacably opposed to European settlement of their land and concerned that any dealings at Rangitikei would erode Maori control of the border regions, eventually impacting on their own lands and – ultimately they feared – on their own chiefly authority. It appears to have been this fundamental concern, rather than any assertion of mana over the territory to the north of the Rangitikei River, which drove their opposition to the proposed transaction... Seen from this prospective the eventual agreement of all concerned that Ngāti Apa’s right to transact lands to the north of the Rangitikei River would not be opposed, provided the area to the south of this to Omarupapako and beyond to the Manawatu remained in Maori ownership, was similarly promised less on any assertion of mana*

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<sup>17</sup> Buller to Mantell, 31 August 1863, Mantell Papers, MS 83 (236), ATL

<sup>18</sup> Ngāti Waewae Oral and Traditional Report, He Iti Na Motai

*whenua over these land than on the perceived need to create a buffer zone between Ngāti Raukawa (and Ngāti Toa) lands to the south of this and now new area of Pakeha settlement to the north of the Rangitikei. South of this river would be off limits to the Crown and Pakeha settlement. From the perspective of Te Rangihaeata and other Ngāti Toa and Ngāti Raukawa chiefs, Ngāti Apa could be the authors of their own misfortune north of the Rangitikei River if they so wished (and Te Rangihaeata was under no doubt that this would be the consequence of dealing with the Crown), but if they sought to transact land south of that river they would eventually bring trouble to all of the tribes. That was another matter entirely and one which would be bitterly contested.<sup>19</sup>*

### **Disputes and near conflict**

48. Following the sale of the Rangitikei-Turakina block, disputes broke out over the exercise of rights on the south bank of the Rangitikei River. Ngāti Apa began to cut totara at Pakapakatea and in response Aperahama Te Huruhuru of Ngāti Parewahawaha began cultivations in the same area. He was made to move the following summer by an armed force of Ngāti Apa who also burnt off his waerenga and used the area again to plant corn. Ngāti Parewahawaha replanted potatoes for three seasons, with each crop being destroyed. Eventually a meeting was called at Maramaihoea to settle the dispute. Parakaia later told the court that:

*he had gone to the meeting to protect the mana of Whatanui and Ngāti Raukawa, and 'in confidence because [he] knew the boundary had been fixed and the Government were witnesses and parties to the arrangement which was now being interfered with...'<sup>20</sup>*

49. Parakaia also stated that Ngāti Apa made a request for their interest to the south bank of the Rangitikei River to be recognised, but they were rejected and the matter was brought to an end.

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<sup>19</sup> O'Malley, Vincent. *A Marriage of the Land, Ngāti Apa and the Crown 1840 – 2001, An Historical Overview*, Crown Forest Rental Trust, 2005 pp, 26, 27

<sup>20</sup> Otaki Native Land Court MB 1C, 16 March 1868, p 239

## Trouble over leasing

50. Trouble was reignited over the lease of land by Ngāti Parewahawaha to pakeha settlers who had moved into the area. Leasing was considered a much better and sustainable option than outright sale. Nepia Taratoa was acting in accordance to the mana he held as a rangatira of Ngāti Raukawa and Ngāti Parewahawaha, where he exercised the right to negotiate such terms and arrangements as well as determine how the rents of around £600 per year were to be shared and paid out, It was through Nepia's long held benevolence towards Ngāti Apa and Rangitane that they were also included in the payments. Nepia Taratoa acknowledged areas of Ngāti Apa interest, south of the Rangitikei River, but he did not acknowledge their right to alienate of any of those lands. Buick made the following remarks:

*When Ngatiraukawa accepted the Christian religion, they, unlike the American slave-holders of the Southern States, deemed it inconsistent with their profession of religion to retain their fellow-men in slavery. They let their slaves go free. Several of these men continued to reside amongst their former masters. There were some intermarriage; they were thenceforth treated as equals, but without any thought of their being again reinstated in their former possessions. There were one or two attempts made about the year 1855 to regain a footing, but these were instantly stopped. Subsequently it was agreed to erect a mill at Makohai, on the Rangitikei River, for the joint use of Ngatiapa and Ngatiraukawa. In consequence of this there was a combined effort to raise funds for the purpose agreed upon. This gave rise to the first leases to the squatters in which both parties joined, but this was only a temporary arrangement, agreed upon for a specific purpose, with the view of arriving at an object concerning which there was no difference of opinion. Some time afterwards, during the Taranaki war, when the whole of the tribes along this coast had their attention more or less pre-occupied with matters of general interest, Nepia Taratoa, being alarmed, wished to have his old slaves again around him, they being for the most part Kingites. He invited some of them to come to his neighbourhood. In order to secure their services he offered to let some of his lands, and pay them with the money derived from the rents; what was done was to promise them some temporary*

*participation in the rents from the leased lands. This act of his, which was done without the sanction of the tribe, could not possibly be construed into a formal transfer of the land.*<sup>21</sup>

### **The Death of Nepia Taratoa**

51. Nepia Taratoa represented the mana of Ngāti Parewahawaha, which was considered sufficient to stop any serious threat to the established leasing arrangements, which also included holding over the sale of the Rangitikei-Manawatu to the Crown. In 1862 Nepia Taratoa died leaving the issue wide open for Featherston and Buller to reinterpret.
52. On the issue Fox indicated that trouble surrounding the rents from leases had been eased by Nepia's influence while he was alive, which he administered to placate Ngāti Apa, by allocating them a large sum of money. But after his death this failed to satisfy them, Fox reported in August 1863:

*Since Nepia's death the differences which had been kept down by his great influence have assumed a more marked character, and for some months passed there has been great agitation among the natives on the subject. The Ngatiraukawas and Rangitanes appear to have considered that the Ngāti Apa's were receiving very much more rent than their interest in the land entitled them to claim, and the two former tribes have combined to assert their rights as against the other.*<sup>22</sup>

53. Nepia Taratoa had allowed Ngāti Apa to lease land at Kakanui and Makowai for three years in order to enable them to participate in running a mill there. In a lease to Robinson of lands on the north-west bank of the Manawatu, Nepia had allowed Ngāti Apa to share in the rents for Omarupapaka, but Parakaia

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<sup>21</sup> Buick, T L, *Old Manawatu*, or the Wild Days of the Old West, Palmerston North, Buick and Young, 1903 p 178.

<sup>22</sup> 'Memorandum for Native Minister Relative to the Disputes and Threatened Hostilities Between Ngāti Raukawas, Rangitanes and Ngāti Apas in Rangitikei-Manawatu District', 19 August 1863, Mantell Papers, MS 83 (236), ATL

had refused to admit them into the arrangements made with regard to Himatangi.<sup>23</sup> Buick stated:

*So long as Nepia Taratoa lived they received his benevolence with all humanity and meekness, but scarcely had his spirit passed away when "they became covetous and wanted all the rents to themselves." As time went on, they grew bolder, and presently became openly contentious for the ownership of the land itself doubtless feeling that Taratoa's generosity had given them the semblance of a legal claim. But this was not the whole secret of their arrogance, for they further felt that they had sufficiently regained their tribal power to assert upon the field of battle their right to the home of their fathers.<sup>24</sup>*

54. Nepia Maukiringutu the son of Nepia Taratoa testified to the relations between Ngāti Parewahawaha and Ngāti Apa regarding the actual rights over the land:

*When Ahuaturanga was sold my father and his people fixed the boundaries of the land... the Upper Manawatu on to Ahuaturanga, for Rangitane; that down towards the mouth of the River Manawatu on to Rangitikei to remain for Ngatiraukawa. Some years afterwards my father and his people granted some illegal and irregular leases over this country; the first year my father and his people took all the money; the third year my father gave some money to Ngatiapa; the fourth year Ngatiapa and Rangitane asked my father and Ngatikauwhata to allow them to join in these leases. My father gave his consent and they joined. My father intended that they should have a portion of the money alone, not of the land. The land was to be for my father and his tribe alone. My father was simply treating, as he always had treated, with kindness these people, Ngatiapa, and their friends.<sup>25</sup>*

#### **Ihakara offers to shares rent and land**

55. In May 1863 a meeting at Parewanui was attended by Ngāti Raukawa, Rangitane and Ngāti Apa. The Ngāti Parewahawaha

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<sup>23</sup> Otaki Native Land Court MB 1C, 18 March 1868, pp 270–279

<sup>24</sup> Buick, T L, *Old Manawatu, or the Wild Days of the Old West*, Palmerston North, Buick and Young, 1903, p, 182

<sup>25</sup> Buick, T L, *Old Manawatu, or the Wild Days of the Old West*, Palmerston North, Buick and Young, 1903, p,179

rangatira Ihakara Tukumarū proposed that the rents or the land should be shared by the three tribes. To this Hunia Te Hakeke of Ngāti Apa rejected Ngāti Raukawa's rights and demanded their total withdrawal from the arrangements, which came under a barrage of threats to use force if they did not comply.

56. Ngāti Raukawa and Rangitane later met at Puketotara in July of that year to address the escalating threat of war by Ngāti Apa. Due to their uncompromising behaviour, the Ngāti Raukawa decided they 'would stand on their rights and take ownership of the all land in dispute and take steps as well to obtain the rents due to them from pakeha settlers'.<sup>26</sup>
57. In response to Ngāti Apa threats, Ngāti Raukawa gathered a force of 200 armed men made up of Ngāti Parewahawaha and related hapū from the area including sections of Rangitane and erected a pa at the southern mouth of the Rangitikei River near Tawhirihoē. The lease holder there at the time was Mr Alexander who had been paying rent money to Ngāti Apa for three years. He was told that all future rents be paid to them as well as the share of the back rent already paid to Ngāti Apa.

### **Buller investigates**

58. The Government became anxious that an inter-tribal war was pending. Buller was sent to investigate and try to calm the situation. Both parties agreed to lay their claims before the Governor. Ngāti Raukawa and Rangitane refused to withdraw from the area and began to cultivate the land. Later that month Fox made another attempt to intervene as the dispute intensified. He sought help from Noa Rauhihi of Te Reureu regarded as a principle man of Ngāti Raukawa. They travelled to Kakanui pa near Tawhirihoē, and then crossed the river to Parewanui.

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<sup>26</sup> 'Memorandum for Native Minister Relative to the Disputes and Threatened Hostilities Between Ngāti Raukawas, Rangitanes and Ngāti Apas in Rangitikei–Manawatu District', 19 August 1863, Mantell Papers, MS 83 (236), ATL

### **The request for a Court of Arbitration**

59. Both parties asked that the dispute be submitted to a Court of Arbitration for the history of the block to be fully examined and conflicting claims be reconciled.<sup>27</sup>
60. Ngāti Raukawa requested the presence of McLean and Williams to verify the promises made during the Rangitikei-Turakina negotiations. They agreed to withdraw from the area and allowed the rents to be held over until the question of title was settled. Fox and Buller urged the Government to set up a court and resolve the dispute as soon as possible, but nothing was done to ease the situation and the conflict continued to fester.<sup>28</sup>
61. At the end of 1863, the Native Secretary, Shortland, gave instructions to negotiate with the three tribes and encourage them to agree upon arbitration or division of the land'.<sup>29</sup> But Featherston's involvement signalled a change of direction in the policy that moved away from arbitration to outright sale.

### **Resolve tensions by outright sale to the Crown**

62. Arriving in the district Featherston found Ngāti Raukawa and Rangitane together at Tawhirihoē pa. He was suspicious of Ngāti Raukawa because he saw them as an obstacle to his proposal to purchase the entire block, and through their links to the Kingitanga he considered their action against Ngāti Apa, one of inciting war. He made an announcement to Ngāti Raukawa that he was determined to preserve the peace and would regard the first shot fired to be an act of war. The primary aggressor in this dispute as it has been in previous disputes between the two tribes, was Ngāti Apa and in this situation Featherston directs the blame squarely at Ngāti Raukawa, when, on each occasion

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<sup>27</sup> Buller to Fox, 27 August 1863, Mantell Papers, MS Papers 83 (236), ATL; Fox to Mantell, 19 August 1863, Mantell Papers, MS Papers 83 (236), ATL

<sup>28</sup> V Fallas, 'Rangitikei–Manawatu Block', claim Wai 52 record of documents, doc A3, pp 13–14

<sup>29</sup> Shortland to Featherston, 15 December 1863, WP series 3 1863/637, NA Wellington



their stance has been of a defensive nature rather than the aggressor.

63. For the second time Ihakara proposed for the dispute be settled by a court of arbitration, where the three tribes could settle their respective claims in a fair and control environment. But with encouragement from Featherston this was rejected by Ngāti Apa who also challenged Ngāti Raukawa's authority to the district. In regards to Ngāti Apa's position Featherston states:

*A consultation here took place amongst the chiefs, and they got up one after another in rapid succession, and declared they never would consent to arbitration; that an arbitration would involve them in an endless number of disputes; that they would dispute about the apportionment of the block; that they would dispute about the particular block to be assigned to each party, about the surveys, about the boundaries of each man's land, and therefore they would have nothing to say to arbitration.*<sup>30</sup>

64. According to Buller's testimony:

*Featherston's acceptance of Ngāti Apa's claims had not been planned - the desire to preserve the peace outweighed any wish to buy land but Featherston had accepted Ngāti Apa's argument that it was 'impossible to have settled the disputes by an investigation of title - it was considered that the only course was to get clear of all'.*<sup>31</sup>

65. This argument would be carried and followed up rigorously by Featherston throughout the purchase negotiation, denying Ngāti Raukawa any opportunity to have their rights in the district fairly investigated either by arbitration court or title investigation under the Native Lands Act 1862.

### **1863 offer to divide the land between the three tribe**

66. The issue of having claims put through arbitration was considered too complicated; Featherston argued that the current lease arrangements simplified the matter considerably and referred back to 1863 when Ihakara offered to divide the land

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<sup>30</sup> Featherston to Fox, 18 February 1864, 'Further Papers Relative to the Native Insurrection', AJHR, 1864, E-3, p 38, no 29, encl

<sup>31</sup> Otaki Native Land Court MB 1C, p 219

between the three tribes. He would calculate the rent that had been paid out including lump sum Nepia Taratoa paid to Ngāti Apa as an indication of each tribe's interest in the block. He suggested further that:

*'[these] three interests might easily be satisfied by a money payment but not by a subdivision of land', and that this should be a 'sum which would at the ordinary rate of interest yield to them the same amount as they have been jointly receiving from the squatters as rent'.<sup>32</sup>*

67. Ngāti Raukawa and Rangitane had already determined the Ngāti Apa were receiving much more rent than their interest in the land allowed and that this was one of the main issues that had brought them into conflict in the first place.
68. Featherston scrutiny in this particular matter was a distortion of past facts and statements surrounding lease arrangements and the partition of land between the three tribes that would eventually force them into a decision that meet his end goal, the outright alienation of the block to the Crown.

### **Ngāti Raukawa rejects Ngāti Apa's right to sell**

69. Ngāti Raukawa and Rangitane rejected the right of Ngāti Apa to give up the land for sale to the Crown. Featherston considered it to be the only option available and argued that he could not force Ngāti Apa into arbitration. But the workings of the Native Land Court in other districts were based on an individual or group application submitted to the court and the court then giving notice to any or all interested parties. If individuals or groups did not want to engage in the investigation or did not receive notification it did not stop the court from its proceeding. Individuals or groups who missed out could make later applications to the court to have their claim heard.
70. Featherston inflames the situation by going to Putiki and gathering the support from chiefs in Wanganui, Wangaehu and

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<sup>32</sup> Featherston to Fox, 18 February 1864, 'Further Papers Relative to the Native Insurrection', AJHR, 1864, E-3, p 39

Turakina. They were also willing to support Ngāti Apa in the event of an attack. Featherston returned to Tawhirihoe and found Ngāti Raukawa and Rangitane ready for a confrontation.

71. Ngāti Apa confirmed their position to Featherston saying that they would not go into arbitration and they gave up all of the land along with all its problems. To show their sincerity they surrendered one gun and a box of cartridges to Featherston. After much frustration Matene Te Whiwhi and Tamihana Te Rauparaha gave their support to sell, but Ihakara and Hoani Meihana repeated the determination of their peoples to hold fast to the land.

### **The Rangitikei-Manawatu purchase proceeds**

72. After much thought Ihakara Tukumarū wrote to Featherston in September 1864, indicating he was now prepared to face up to the sale of land between the Rangitikei and Manawatu Rivers, considering it as the only means of settling their great difficulties. He warned Featherston stating:

*But we wish you to understand that this is the individual act of a few, the leading men in the dispute, and threatened fight. The general consent of the tribe has not yet been obtained to the proposed sale. The final decision as to selling or refusing to sell, rests of course with the whole tribe. But we are anxious to communicate to you at once our own conclusions on the subject. You are sufficiently acquainted with the system of land selling – that it is only when both chiefs and people are agreed the land can be absolutely ceded.<sup>33</sup>*

73. Tapa Te Whata of Ngāti Kauwhata supported Ihakara's proposal in a separate letter.<sup>34</sup> Featherston then agreed to meet with them and a dozen other chiefs of Ngāti Raukawa and Rangitane in October 1865. He was pleased with progress towards purchase, reporting that there had been an unspoken admission that Ngāti Apa had claims, and would be entitled to a share of the purchase

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<sup>33</sup> 'Papers Relative to the Rangitikei Land Dispute', AJHR, 1865, E-2, p 4, no 1, encl 2

<sup>34</sup> 'Papers Relative to the Rangitikei Land Dispute', AJHR, 1865, E-2, p 4, no 1, encl 1

money. Ihakara then presented Featherston with a *mere* that once belonged to Nepia Taratoa. This was said to given as 'a token that the land was for ever gone from them', and was now in the hands of the Government.<sup>35</sup>

74. Although Featherston held some doubt about Ihakara's authority over Ngāti Raukawa in the past.<sup>36</sup> His confidence was now beginning to grow in relation to possible alienation of the block, writing to the Colonial Secretary:

*I feel therefore that I am fully justified in saying that this quarrel which has for so long seriously threatened the peace of this Province is now virtually at an end, and that though some considerable time may elapse before the questions of price, reserves are arranged, that the purchase of the Block is certain.*<sup>37</sup>

#### **Exclusion from the Native Land Court investigation**

75. Local support for Paimarire was growing in the Rangitikei<sup>38</sup> and it is likely that information about how the Native Land Act of 1862 was applied to the alienation of lands between the Rangitikei and Manawatu Rivers. Several months after Ihakara agreed to sell the block the agreement began to falter. It was realised that Featherston had moved an amendment within that Act to specifically exclude the Rangitikei-Manawatu Block from the Native Land Courts operation; this was repeated in the 1865 legislation.
76. Featherston reason for this move was if the Crown's monopoly to purchase the block was diminished then private speculators would frustrate the sale by pushing up the price of the land.<sup>39</sup> But it was always the contention of Ngāti Raukawa and its hapū to hold the block from alienation, and that leasing was a far more

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<sup>35</sup> 'Memorandum by the Superintendent of Wellington for the Colonial Secretary', AJHR, 1865, E-2, pp 3–4

<sup>36</sup> Featherston to Fox, 18 February 1864, 'Further Papers Relative to the Native Insurrection', AJHR, 1864, E-3, p 37, no 29, encl

<sup>37</sup> 'Memorandum by the Superintendent of Wellington for the Colonial Secretary', AJHR, 1865, E-2, p 4

<sup>38</sup> P Clark, 'Hau Hau' The Pai Marire Search for Maori Identity, Auckland, Auckland University Press, 1975, p 23

<sup>39</sup> R Galbreath, Walter Buller: The Reluctant Conservationist, Wellington, GP Books, 1989, p 68

sustainable means of generating an income, without interfering with the Crown pre-emptive right to purchase.

77. On the issue of title investigation Featherston and Buller did not believe that any tribunal assigned to investigate ownership of the block had the capacity to make finding according to tenets of Māori customary law:

*Formerly it might have been comparatively easy to settle the matter by a reference to Maori law and usage; but the events of the last seventeen years have so complicated the question of title, and have imported so many new elements into the case, that to adjust it by any such reference now is simply impossible.<sup>40</sup>*

78. Angered, that they were not informed of the amendment made by Featherston, Ngāti Raukawa threatened to repudiate their earlier agreements and in April submitted a petition to Parliament that the 'ill-working restriction' be removed from their territory.<sup>41</sup> They preferred that an investigation of title be undertaken to support their claim.

79. This was never to eventuate for Ngāti Raukawa within a reasonable timeframe and Featherston continued on with the purchase. In December 1866 the Deed of Sale was signed by Ngāti Raukawa sellers. Many non-sellers refused to attend the event.

### **Sale Negotiations 1863 to 1865**

80. Featherston and Buller held meetings with various Ngāti Raukawa hapū including Ngāti Parewahawaha in December 1863 hiding the fact that the block had been excluded from the workings of the Native Land Court as far back as 1862, maintaining that this was normal practise for blocks where down payments had been made, but on the Rangitikei-Manawatu block no such deposit had ever been paid out.

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<sup>40</sup> 5 August 1865, 'Correspondence Relating to the Manawatu Block', AJHR 1865, E-2B, p 5, no 1, encl

<sup>41</sup> 'Petition of Ihakara and other Natives Resident at Rangitikei and Manawatu', AJHR, 1865, G-4, p 4

81. Featherston used the gifting of Nepia Taratoa's *mere* to suggest that the absolute surrender of the land by Ihakara in the presence of Ngāti Raukawa rangatira, arguing 'It was only fair therefore to deal with the block as under sale to the Government, although the final terms had not yet been arranged'.<sup>42</sup>
82. Featherston again stress the senselessness of arbitrating through the Native Land Court, because Ngāti Apa would not agree to participate. Although Ihakara finally agreed to accept the exclusion of the block from the operation Native Land Court, it was probably done in keeping with tikanga Māori in regards to the gifting of Nepia Taratoa's *mere*, but it didn't take away the fact that Featherston had been deceiving them and that under the law that the non down payment for the block would make their agreement null in void. Ihakara's agreement was also made on the proviso that the land between Manawatu and Ohau, was to be brought under the operation of the Act, which was agreed to by Featherston.
83. Various chiefs of Ngāti Raukawa including Ngāti Parewahawaha met at Maramahoea in 1865, Ngāti Kauwhata convened a meeting at Oroua, all objecting to the ongoing taking of rents, arguing that they were being withheld to 'force them to terms' for the sale of the block rather than Featherston's insistence to keep the peace. Some criticised Ihakara actions while others upholding their continued opposition to any alienation of the block.<sup>43</sup>
84. Featherston continued to deny any responsibility for advancing the sale of the block, and stressed that his main reason was to prevent the outbreak of war. He told Ngāti Raukawa that he would consider the release of rents, but only if they were all unanimous that this should be done.

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<sup>42</sup> 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 15, no 6, encl 1

<sup>43</sup> Notes of a meeting at Maramahoea (Rangitikei), 4 December 1865, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, pp 16–19, no 6, encl 2

## Negotiating the Price to Purchase the R/M Block

85. At the same meeting of 1865 the price for the purchase of the block was discussed with ‘the whole of the Natives present declaring that they would not take a penny less than £40,000, other declared £50,000 and £60,000 and that the other tribes should not share the payment with them; that their great desire was to fight, and take the land by right of conquest’.<sup>44</sup>
86. A further gathering at Te Takapu in April 1866, recorded 700 in attendance, including Ngāti Raukawa and related hapū, Ngāti Kauwhata, Ngāti Wehiwehi, Ngatipare, Te Matewa, Ngāti Parewahawaha, Ngāti Pikiahu, Ngāti Whakatere, Ngatihuia, Ngatingarongo, and Ngāti Rakawau, and the tribes Ngāti Toa, Rangitane and Muaupoko.<sup>45</sup>
87. Ihakara’s stood to explain some of the reasons why he eventually agreed to the sale pointing to the sale of Te Awahou, stating that it had been sold even though Nepia Taratoa opposed it. He detailed the events leading to his decision to sell, and stated that he had opposed this proposal when it came from Ngāti Apa, and would have continued in his opposition to the point of warfare. He calmed the situation by inviting Ngāti Apa to join him in the sale. But they refused to do so. He demanded a separate payment of £20,000 for Ngāti Raukawa with £1000 for ‘all the tribes concerned’.<sup>46</sup>
88. Opposition was brought forward by Nepia Maukiringutu, Te Kooro Te One, and Parakaia Te Pouepa. Aperehama Te Huruhuru withdrew his earlier support because of the non-release of rents. He reported that many of the non-sellers condemned their own opposition as based ‘not on any particular

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<sup>44</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, pp 16–19, no 6, encl 2

<sup>45</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, pp 24–25, no 6, encl 2

<sup>46</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, p 25, no 6, encl 2

grounds, but because they were opposed generally to the further alienation of Native lands'.<sup>47</sup> he reported:

*Many who at the outset had declared against the sale, were now avowedly favourable to it, and it was evident that the spirit of opposition had been in a great measure crushed by the resolute determination of Ihakara and other leading chiefs to effect a sale of the disputed block.*<sup>48</sup>

89. Ngāti Apa and Whanganui were persuaded by Featherston to attend the meeting, in which a deed of sale was signed by about 200 attendance. Another proposal made by Ihakara to submit the land to the Native Land Court but Featherston again directed the discussion away from arbitration.
90. The price of £25,000 was eventually agreed on and a memorandum of sale, outlining the boundaries, was signed by some 200 of those present. Featherston's considered the purchase complete and that the responsibility of how the purchase money was to be divided and by whom was in the hands of Māori.<sup>49</sup> But stated the allocation of reserves would be left 'entirely to my [Featherston's] discretion'.<sup>50</sup> The payment of the first instalment of the purchase price would be held back until a deed had been signed.<sup>51</sup>

### **The Dissentients, Non Sellers**

91. On 13 June 1866 Te Koori Te One, Te Herekau, Te Pouepa, Taharape, and Te Waharoa and others made complaints to Governor, asserting their determination to hold onto their claims within the block. Members of Ngāti Kauwhata and Ngāti

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<sup>47</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, pp 24–26, no 6, encl 2

<sup>48</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, pp 26–27, no 6, encl 2

<sup>49</sup> Notes of a meeting at Maramaihoea (Rangitikei), 4 December 1865, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, pp 26–27, no 6, encl 2

<sup>50</sup> Featherston to Richmond, 23 March 1867, MA series 13/70, p 2, NA Wellington

<sup>51</sup> Notes of various meetings, March and April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 30, no 6, encl 6



Wehiwehi protested the sale by Meihana and Tapa Te Whata, of the Manawatu between the Oroua and Rangitikei Rivers.<sup>52</sup>

92. Parakaia denied he consented to the sale of the Rangitikei-Turakina purchase by Ngāti Apa as well as the sale of Ahuaturangi by Rangitane. He also complained of the sale of Te Awahou by members of Ngāti Raukawa who sought to profit from land sales. He was 'not willing to give this small piece' to the Government and accused Featherston fast tracking the purchase at the meeting of April 1865 by supporting Queenite tribes who had fought for the Crown, giving weight to Whanganui interests, Parakaia stating:

*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 half – you are small.*

93. Then they asserted that Featherston words were false, saying, his actions were a Maori robbery of their land. The Whanganui contingent of 800 people was not currently signed on the transaction. Featherston was actually pretending that an agreement had been made to make them fear.<sup>53</sup> To emphasise their rights Ngāti Raukawa directed the Crown to the past 20 years of dealing between the Government and their people:

*Dr Featherston: It is not a new thing for the Ngatiraukawa to refuse to sell this side of the River Rangitikei. Formerly, in the time of Governor Grey and Mr McLean, we quietly gave up the other side for Ngatiapa to do what they liked with; that side of the river passed fairly into the hands of the Governor, and just as clearly this side remained. Afterwards, in the time of Mr McLean and Governor Browne, Searancke treated with Ngatiapa. Governor Browne would not listen to Ngāti Apa. The sale of Manawatu was arranged with*

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<sup>52</sup> Te Koori Te One and others to Governor, 13 June 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 31, no 6, encl 6

<sup>53</sup> Parakaia Te Pouepa and Others to the Assembly, 14 April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, pp 9–10, no 2, encl 7

*Governor Browne, that of the Rangitikei with Governor Grey, but those Governors never said any words like yours.*<sup>54</sup>

94. Russell ordered an account of Featherston's proceedings, repeating official Crown policy of all outstanding land purchases. He was required to show that he had properly investigated claims to land within the block and determined that title vested in the claimant group, which includes the area defined for purchase, the price and dates of payment were clearly outlined and that the people the payments were to be made was agreed on by all claimants.<sup>55</sup>
95. Colonel Haultain, acting on behalf of the Native Minister met further with Te Pouepa, Te Herekau and other Ngāti Raukawa who opposed the purchase where he assured them that 'no sale would be allowed unless the owners of the land agreed to it'. This was said to be a commitment that was repeated by a number of Government officials over the following months.<sup>56</sup>

### **Problems with Signatories to the Deed**

96. Featherston followed up on his responsibility to provide an account of meetings up until June 1866 indicating that the deed had been executed securing over 1000 signatures. After signing Featherston would then hand over payment to the chiefs agreed to by the people, in which those chiefs would also make a decision on how the money would be divided. He stated that he anticipated no difficulty in this matter.<sup>57</sup>
97. But Buller, who was responsible for collecting signatures, caused protest by Ngāti Raukawa over the methods he adopted, arguing that many who signed the deed actually had no interest

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<sup>54</sup> Statement by Parakaia Te Pouepa and others, 5–14 April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 10, no 2, encl 9

<sup>55</sup> Haultain to Featherston, 30 April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 3, no 1; Native Minister to Featherston, 3 May 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 3, no 2

<sup>56</sup> 'Notes of an Interview Between the Hon Colonel Haultain, Acting for the Native Minister, and Thirty-Five Natives of the Ngatiraukawa Tribe, on the Subject of the Sale of the Manawatu Block', AJHR, 1866, A-4, p 11, no 5, encl 1

<sup>57</sup> Notes of various meetings, March and April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 30, no 6, encl 6

in the block expressing their outrage that the consent of Whanganui should not have been sought by the Government. Featherston later acknowledged that the Whanganui interests were of 'a purely secondary character':

*They claim through the Ngāti Apa tribe to whom they are closely related, and whom they were pledged to assist in the event of hostilities with the Ngatiraukawa and other rival claimants. The Ngāti Apa might have exercised the right of selling without the consent of the Whanganui people, but they would never have attempted a trial of strength with the Ngāti-raukawa in the absence of the powerful support of their Whanganui allies.<sup>58</sup>*

98. Further allegations of bribery and forged signatures were also made with one witness at a later land court investigation admitting that he had received money for signing the Deed even though he had no claim.<sup>59</sup>
99. Taratoa also accusing Buller of offering him a position as assessor, ammunition, and beer to sign as well as threatening to falsify his signature when he refused, he further accused him of attaching the names of others without their consent.<sup>60</sup>

### **Surveying out Separate Claims**

100. Parakaia made an attempt to remove the area of his claims by employing Hughes to survey his land. This caused a negative response from those of Ngāti Raukawa intent on selling. Through encouragement from Featherston, Ngāti Apa disrupted the survey, saying it was motivated by Hauhau.<sup>61</sup>

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<sup>58</sup> Featherston to Richmond, 23 March 1867, MA 13/70, pp 14–15, NA Wellington

<sup>59</sup> Native Lands Court, Otaki, 25 March 1868, Wellington Independent, Hadfield Papers, MS 139 (30), ATL

<sup>60</sup> 'Notes of a Conversation with Certain Natives in Number about 20 who Waited on the Hon Mr Richmond on October 24th, 1866 on the Subject of the Manawatu Purchase', 23 March 1867, MA series, 13/70; 'Copy of a Memorandum by Mr Buller', 15 November 1866, 24 October 1866; Featherston to Richmond, 23 March 1867, MA series, 813/70, p 8, NA Wellington

<sup>61</sup> Featherston to Native Minister, 23 July 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 33, no 14 (see also 'Correspondence Relative to the Manawatu Block', AJHR, 1866, A-15, pp 9–14, no 1, encls 11–25)

101. In October a group led by Te Pouepa, Te Herekau, and Taratoa met with the new Native Minister, Richmond, requesting that he have the block investigated by the Native Land Court. The Government reasserted its pledge that payment would not be made until an investigation identified who the owners of the block were and whether they had consented to the alienation.<sup>62</sup>
102. Both Russell and Richmond reminded Featherston of departmental policy requiring a full report before the Governor could be advised that the transaction was 'ripe for completion'.<sup>63</sup>
103. In November Richmond asked Featherston for a full report detailing:
- (a) Numbers involved, and distinguishing between resident and non-resident, assenting and dissenting hapu.
  - (b) The numbers and nature of secondary and remote claimants were to be estimated.
  - (c) Participation in payments for former sales,
  - (d) The understandings reached in those cases, and the proposed distribution of the purchase money to be outlined.
  - (e) The necessity of fully defining the reserves provided for the dissentients.
104. In Richmond's opinion, special care was required in the case of the Rangitikei-Manawatu block stating:

*I need perhaps scarcely observe that the peculiar position in which the district of Manawatu stands under the legislation of the Colony respecting Native Lands requires a more exact mode of dealing in this case than has in former purchases sometimes prevailed and this necessity is if possible strengthened by the repeated protests of a considerable section of those claiming to be interested in the first degree in the lands under negotiation, protests some of which have been from time to time brought officially under your notice and*

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<sup>62</sup> Ibid

<sup>63</sup> Native Minister to Featherston, 17 July 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 32, no 9; Richmond to Featherston, 11 November 1866, MA series 13/70, NA Wellington

*which reflect in terms of much irritation on Mr Buller who has been engaged under you in the matter on behalf of the Government. I may further remind you as an additional motive for conducting the negotiations, that the present time is 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 for the general information and criticism.*<sup>64</sup>

105. Three days later, Featherston replied:

- (a) There were 'only about fifty bona fide Ngāti Raukawa claimants whose signatures can be considered in any way essential to the satisfactory completion of the Deed of Purchase'.
- (b) Most of this group had tacitly assented to the sale.
- (c) Vast majority of non-resident claimants had also agreed to the alienation.
- (d) many non-resident Ngāti Raukawa refused to endorse the alienation.<sup>65</sup>

106. Featherston had a responsibility under the Native Land Act 1862 and 1865 to ensure that an extensive investigation was undertaken to determine who the true owners of the block were before the Deed of Sale was signed and brought to completion.

107. In the proceeding Native Land Court Hearing of 1868 it was stated by Featherston that all of the 800 non-resident who agreed to the sale were from Whanganui and that they only had a secondary interest in the block, this indicating they held no claim to the block in 1840 when the Treaty was signed and therefore had no right to participate in the alienation of the block.

108. Furthermore, it was required that all resident members of Ngāti Raukawa in the block had to agree unanimously with the alienation, not just partially or tacitly assented but in total

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<sup>64</sup> Richmond to Featherston, 11 November 1866, MA series 13/70, NA Wellington 121

<sup>65</sup> Featherston to Richmond, 14 November 1866, MA series 13/69B, pp 2-3, NA Wellington

agreement to the sale. Featherston continued on with his purchase regime believing that he could change the current situation and effectively convince Ngāti Raukawa on the best course of action to bring the sale to an end.

109. To achieve this end and maintain some sense of continuity with legislation and Government officials, Featherstone and Buller would adopt extraordinary measures to manipulate and meddle in tribal affairs, gathering and meeting sometimes acting as judge and jury to determine individual and tribal interest to the block, supporting one tribe over another. This usually happen in an uncontrolled environment where differences were meted out between Ngāti Raukawa and Ngāti Apa.
110. This culminating into threats of war by Ngāti Apa; going unchecked by Featherston, placing undue pressure on Ngāti Raukawa to relent and except the alienation of the block as a fore gone conclusion. Many of whom began to loose, as Parakaia described it, 'the spirit of opposition'.

#### **Featherston attempt to make Reserves**

111. While the purchase moneys were distributed, Featherston attempted to allocate reserves. The outstanding questions of £3000 back rents remained, to be distributed. Reserves still had to be allocated to the Ngāti Raukawa sellers, as well as provision made for the non-sellers who continued to protest. Featherston informed the Government that he had given assurances to Ngāti Raukawa:

*I have however promised the chiefs that they shall not be required any of their permanent settlements, that their burial places shall be held sacred, and that ample reserves shall be set aside for all the resident hapus. The non-sellers in that tribe having declined to accept 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 to two Judges of the Native Land Court who may be selected by the Government for that duty.*<sup>66</sup>

112. Efforts to set up arbitration were not enthusiastically followed and eventually fell through. Accusations abound from Ngāti Raukawa that Featherston and Buller had allowed threats by Kawana Hunia to send a party of 500 armed men to survey the inland section of the exterior boundary.<sup>67</sup>

113. Another petition was made in September by Matene Te Whiwhi and others from Otaki, requesting an examination by the Native Land Court of their claims, including those in Manawatu. They pointed to their compliance with the Government's earlier request that:

*one year should be allowed to elapse whilst Dr Featherston was carrying on his negotiations; after which the assembly would empower the Native Lands act to operate in the claims to the land excluded.*<sup>68</sup>

114. On the same day, Rolleston informed Hadfield that while the Government regretted Featherston's apparent use of threats, it was taking steps to bring the claims of the dissentients before the Native Land Court and thus saw no useful purpose in discussing the matter any further.<sup>69</sup>

### **Deed of Sale**

115. Some 1500 Maori, including Ngāti Apa, Rangitane, Ngāti Raukawa, Ngāti Toa, Te Ati Awa, Ngāti Upokoiri, Ngāti Kahungunu, Taranaki, and Ngāti Ruanui gathered at Parewanui in December 1866 to finalise the deed.<sup>70</sup>

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<sup>66</sup> Featherston to Richmond, 27 July 1867, 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1867, A-19, p 7, no 4

<sup>67</sup> 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1867, A-19, pp 12–17

<sup>68</sup> Petition of Te Whiwhi and Other Natives at Otaki, September 9, 1867, AJHR, 1867, G-1, pp11-12

<sup>69</sup> Rolleston to Hadfield, 9 September 1867, 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1866, A-19, p 16

<sup>70</sup> 'Further Papers in Reference to the Rangitikei Land Dispute: Notes of a Native Meeting at Parewanui, Rangitikei, December 1866', Acts and Proceedings of the Provincial Council, Session XV, 1867, With the Printed Council Papers and Acts Appended, Wellington, Wellington Provincial Council, 1867, pp 1-2

116. Ngāti Raukawa non-sellers refused to attend.
117. Featherston ignored Richmond's directions altogether
118. Ten thousand pounds would go to Ngāti Raukawa who were to satisfy the non-sellers within the tribes, Ngāti Toa and Te Ati Awa.<sup>71</sup>
119. Major Edwards, resident magistrate at Otaki, reported the response by non-selling Ngāti Raukawa.
120. Three hundred people led by Parakaia, Taratoa, Tohutohu, Wi Hapi, Wiriharai, and Te Whiwhi had gathered and informed Richmond that they were willing to concede the general alienation of the Rangitikei-Manawatu but not of their own portion:

#### **Himatangi Native Land Court Sitting 1868**

121. The Governor-in-Council referred to the claims of non-signatories to the deed of sale in the Rangitikei/Manawatu Block, to the Native Land Court, which came under section 40 of the Native Lands Act 1867. He opposed any exclusion of lands from the hearings that were exempt from the court in legislation set out prior to the alienation of the block in 1866.
122. In November 1867, Richmond directed that notice be given to "any persons having claims within the block of land described in the schedule thereunto annexed and who have not signed the deed of sale therein and who desire to have their claim referred to the Native Lands Court may send the same to the Governor for consideration and reference if he shall see fit".<sup>72</sup>

#### **Parakaia's application to NLC**

123. In March 1868, Parakaia and 26 others applied for a certificate of title to the Himatangi Block located on the west bank of the lower Manawatu where it joins with the Oroua stream and north of the Awahou Block. Featherston was concerned about how this would affect his purchase of the Rangitikei-Manawatu Block and

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<sup>71</sup> Ibid, pp 6-7

<sup>72</sup> New Zealand Gazette, no 63, 28 November 1867, pp 6461–6462



objected to the application. He appeared against Parakaia and other claimants in what would be considered one of the first cases where the Crown claimed to have obtained interest in lands brought before the court.

124. Crown representative acted in the role of counsel and opponents to Parakaia's claim, was look upon with a great deal suspicion. Parakaia complaining that the hearings were unfairly set against them that the Crown was an opponent without its title been scrutinized while his claim and rights were subjected to all the court's scrutiny.<sup>73</sup>

125. Counsel for the Crown tried to obstruct the case saying that the claim of Parakaia was unclear but Richmond was steadfast to ensure that the investigation go ahead and held off any efforts by Crown counsel to thwart the hearing on such a minor point, stating:

*"I observe 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 if the legislature to secure for all claimants a full hearing without formal impediment on the part of the Crown".<sup>74</sup>*

126. Richmond reiterating to Featherston that the government was not willing 'to neglect any means of supporting the substantial rights of the Province under the Crown' neither will it accept claims on the purchase from 'fictitious or mythical pretensions', he emphasized the value of dealing with every claim on its merits, stating that:

*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.<sup>75</sup>*

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<sup>73</sup> Rolleston, 31 October 1867, 'Memo on Parakaia's letter of 23 October 1867', MA series 13/73B, NA Wellington

<sup>74</sup> Richmond to Featherston, 11 March 1868, MA series 13/73B, p 2, NA Wellington

<sup>75</sup> Richmond to Featherston, 11 March 1868, MA series 13/73B, NA Wellington p 3

## **Government verses Parakaia**

127. Claimant counsel T C Williams, was not trained as a lawyer, but said to be a 'spirited advocate'.<sup>76</sup> Counsel for the Government, was Fox, with Buller and Featherston in support. The case progressed in an environment of hostility. Fox 'revelled in the combative role in the courtroom', attacking the opposition with 'invective, sarcasm and innuendo', used 'all his barrister's skill' to counter Ngāti Raukawa's claim,<sup>77</sup> describing Parakaia as a 'land shark' as well he attempted to undermine the integrity of Hadfield by questioning his land purchases within the Rangitikei-Manawatu Block. Williams appealed to the guarantees provided to Maori in the Treaty of Waitangi of the undisturbed possession of their lands was scorned upon by Fox calling the Treaty a 'great sham' and 'the work of landsharks and missionaries and missionary landsharks'<sup>78</sup>

## **Evidence supporting Parakaia**

128. Parakaia's claim was based on the right of conquest, and occupation.

129. Williams stressed the extent of Ngāti Raukawa dominance. Ngāti Raukawa was living as far up the coast as to the north bank of the Rangitikei. Parakaia had been in occupation of Himatangi when Ngāti Apa had begun to sell. Any Ngāti Apa living in the Manawatu were in a 'state of captivity' and had not moved to the south side of the Rangitikei River until 1854, when they had attempted to lease land there.

130. The deed was not to be taken as establishing the claim of these people, Featherston having used the excepting clauses within the Native Land Act 1862 and 1865, to deny the wish of the

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<sup>76</sup> R Galbreath, Walter Buller: The Reluctant Conservationist, Wellington, GP Books, 1989, p 72

<sup>77</sup> R Galbreath, Walter Buller: The Reluctant Conservationist, Wellington, GP Books, 1989, p 72

<sup>78</sup> R Galbreath, Walter Buller: The Reluctant Conservationist, Wellington, GP Books, 1989, p 72

majority of Ngāti Raukawa for an investigation of title before any alienation of land took place.<sup>79</sup>

131. The court had taken the view that it had to reach a decision on the conflicting tribal claims to the Rangitikei-Manawatu, as a whole, before it could determine the ownership of Himatangi itself.
132. Matene Te Whiwhi testified to the tribal history of the district, Starting with Te Rauparaha's initial invasion with Ngapuhi. Ngāti Raukawa participation in the migrations to the Kapiti Coast was then outlined. According to Te Matene Whiwhi, Ngatitōa thought to give the land as far as Whangaehu to Ngāti Raukawa because of the murder of Te Pou by Muaupoko at Ohau. Ngatitōa chiefs assented and gave Te Ahukarama the land. "The land on which Te Pou was killed"<sup>80</sup>
133. As the waves of heke reached the district, Ngāti Apa, Rangitane, and Muaupoko retreated to the Wairarapa. Matene Te Whiwhi testified that they had been attacked by Wairarapa forces and after a year returned to the west coast, some going to the Rangitikei, some to Whanganui, some to Waitotara, and others to their 'hunaonga'. Te Rangihaeata, at Kapiti, who had taken Pikinga to wife, stating 'the greater part of Ngāti Apa', were 'dependents' on Te Rangihaeata.<sup>81</sup> Ngāti Raukawa's mana had been extended to Turakina when they had successfully assisted Ngāti Apa in fighting against Whanganui.
134. Parakaia testified next, giving an account of their heke to the coast. According to Parakaia's account, Te Rauparaha had invited Te Whatanui and Te Hukiki to occupy territory extending from Porirua to Turakina. The witness gave an account of various battles fought by Ngāti Raukawa against Ngāti Apa,

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<sup>79</sup> Otaki Native Land Court MB 1C, 11 March 1868, pp 194–195; Wellington Independent, 10 March 1868

<sup>80</sup> Otaki Native Land Court MB 1C, 11 March 1868, pp 197–198; Wellington Independent, 10 March 1868

<sup>81</sup> Otaki Native Land Court MB 1C, 11 March 1868, pp 197–198; Wellington Independent, 10 March 1868

Rangitane, and Muaupoko, as their major body (Te Heke Nui) moved into the area. He told the court:

*Ngatiraukawa then proceeded to apportion the lands at Manawatu and Rangitikei between themselves. In 1830 peace having been partially made Ngatiapa came and lived under the protection of Ngatiraukawa – all the land had been taken by Ngatiraukawa and Ngatiapa occupied by their permission and under their protection.<sup>82</sup>*

135. Fox's cross-examination, however, brought an acknowledgment of Ngāti Apa's exercise of cultivation and fishing rights at various locations within the block
136. These activities would have been allowable by Ngāti Raukawa as Ngāti Apa, Rangitane and Muaupoko would have needed to procure food to survive. The act of charity shown by Ngāti Raukawa to these unfortunate people would have been of no value at all had they not given them access to areas to cultivate, hunt and fish.<sup>83</sup>

### **Courts Findings**

137. Evidence provided by individuals supporting Featherston's case remains a matter of conjecture rather than fact. Member of Ngāti Toa were divided over the historical events of how Ngāti Raukawa established their right over the land by conquest. Fragmentation of accounts provided in evidence was taken out of context of the overall strategy implemented by Te Rauparaha and rangatira of Ngāti Raukawa to over run the country and take possession of the land.
138. For example Te Whatanui settled at Ohau in the lower Manawatu where Ngāti Toa witnesses for Featherston stated the northern boundary for Ngāti Raukawa was laid down. But this did not provide for the fact that Waitohi laid down the boundary at the Rangitikei River when she invited Ngāti Raukawa to come down and settle the region, neither did it acknowledge the vesting of land as far up as Whangaehu by Te Rauparaha and

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<sup>82</sup> Otaki Native Land Court MB 1C, 11 March 1868, pp 197–198; Wellington Independent, 10 March 1868

<sup>83</sup> The writers though and understanding of customary Land Tenure: Reference

Te Rangihaeata to Te Whatanui and Nepia Taratoa after the region had been cleared of its original inhabitants.

139. It is difficult to understand that the evidence provided on behalf of Ngāti Apa should have been accepted over evidence provided by Ngāti Raukawa in both Court cases. Buick, arguing that Ngāti Raukawa had been opposed not merely by Ngāti Apa, but by the combined forces of the provincial and general governments, suggested that undue influence had been exerted.<sup>84</sup> Sorrenson was also of the opinion saying that 'It is almost certain that there was direct political interference during the first sitting of the Court'.<sup>85</sup>
140. The persuasive arguments thrust upon the Court in whom it assumed some level of authority in the context of customary land tenure, to determine the rights of one claimant over the other seem fundamentally wrong in terms of Māori rights of rangatiratanga or self determination under the Treaty of Waitangi. In these particular cases judges Manning and Fenton did exactly that, and on top of it, the case was conducted by Crown representatives, Fox, Buller and Featherston was influenced primarily by their need to ensure that the 1866 purchase of the Rangitikei-Manawatu block was not threatened or overturned. It is questionable also whether the Court properly defined customary usage, suggests that its findings were just a reaction to the political pressure necessary to confirm Featherston's purchase
141. Fox added to their case, that the period of limitation need not be a fixed date set down for tribes to state their position on the land at 1840, arguing that peoples of defeated European nations were able to prosecute claims to their ancestral lands beyond 30 years under English Common Law. By moving the period of limitation under what he describes as the 40 year rule would allowed the court to make findings on evidence that went beyond

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<sup>84</sup> T L Buick, p 265

<sup>85</sup> M P K Sorrenson, 'The Purchase of Maori Land 1865–92', MA thesis, University of Auckland, 1955, p 70

1840, which gave greater emphasis to Ngāti Apa's ancestral claim to the area, denying any form of conquest over them. But at the same time there seemed to be an underlying fact that Ngāti Apa were a conquered and subjugated people in 1840 when the Treaty of Waitangi was signed at Tawhirihoe, Fox stating:

*since the Court still respects the native law of ownership, as it existed in and long previously to 1840, and decides between native claimants in accordance with native law, there is not a shadow of a reason shown for fixing a period of limitation, either at 1840 or any other date<sup>86</sup>... Still less ought such a rule to exist in New Zealand where if in some instance 'tribal' ownership may rest on military occupation, the 'individual' holding as distinguished from 'tribal' almost always rests on the peaceful occupation of the owner achieved by his own manual labour, or that of his immediate ancestors.<sup>87</sup>*

142. The problem with this argument was the court only had the right to apply its jurisdiction, from 1840 onwards and to apply the 40 year rule any time prior was a deliberate act to find solely in favour of Ngāti Apa's claims. But Fox inadvertently revealed in his argument that an act of raupatu had actually occurred over Ngāti Apa and all the court needed to do was determine who the actual conqueror was at 1840:

*At that period owing to a series of events which have been related to this Court by the witnesses for the Crown, the sovereign rights of the tribes and the titles to the land were evidently in a state of fusion; old political landmarks were broken down; new ones hardly yet defined or established. 'In those days of Satan,' said one of the old witnesses, 'the tribes were fighting each other. I cannot say where was the mana.' At this moment this Court crystallizes, if I may so express it, the title of the lucky holders of 1840, whoever they might be; utterly regardless of the events of previous periods and the*

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<sup>86</sup> W Fox, The Rangitikei–Manawatu Purchase: Speeches of William Fox Esq, Counsel for the Crown, Before the Native Lands Court at Otaki: March and April, 1868, Together with Other Documents, Wellington, William Lyon, 1868, p 14

<sup>87</sup> W Fox, The Rangitikei–Manawatu Purchase: Speeches of William Fox Esq, Counsel for the Crown, Before the Native Lands Court at Otaki: March and April, 1868, Together with Other Documents, Wellington, William Lyon, 1868, p 15

*interests of those whose claims, if momentarily in abeyance, had never been abandoned or transferred.*<sup>88</sup>

143. In determining the issue of conquest the Crown has always recognized such claims to land as valid; and that a great majority of the land purchases from Maori have been made on the basis and recognition of the right of conquest and who had occupation at the time the Treaty was signed in 1840, A Compensation Court held in New Plymouth made the following statement:

*"We do not think that it can reasonably be maintained that the British Government came to this Colony to improve Maori titles, or to reinstate persons in possession of land from which they had been expelled before 1840, or which they had voluntarily abandoned previously to that time. Having found it absolutely necessary to fix some point of time at which the titles, so far as this Court is concerned, must be regarded as settled, we have decided that that point of time must be the establishment of the British Government in 1840; and all persons who are proved to have been the actual owners or possessors of land at that time must be regarded as the owners or possessors of that land now."*<sup>89</sup>

144. The court had decided that, as the basis on which title was argued was the same for all the claimants, and the specifics of their individual claims of secondary importance, it would reserve its decision on tribal title until all the cases had been investigated.

145. The judgment would, thus, dispose of all the claims at once, preventing the withdrawal of the outstanding cases if the first decision went against them.<sup>90</sup>

146. In late August the court delivered its finding. The decision was based on the examination of six issues that had been submitted for its deliberation, by agreement of counsel.

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<sup>88</sup> W Fox, *The Rangitikei–Manawatu Purchase: Speeches of William Fox Esq, Counsel for the Crown, Before the Native Lands Court at Otaki: March and April, 1868, Together with Other Documents*, Wellington, William Lyon, 1868, p 15

<sup>89</sup> The following appears in the statement of the proceedings of the Compensation Court, at the sittings held at New Plymouth, "Present: Francis D. Fenton, Esq., Chief Judge; John Rogan, Esq., Judge; Home Monro, Esq., Judge: — "Judgment in case of the non-resident claimants at Okura: — "

<sup>90</sup> Wellington Independent, 15 July 1869

147. the first question was whether Ngāti Raukawa had acquired the 'dominion' over any part of the Rangitikei-Manawatu lands by themselves 'or others through whom they claimed'. The court answer to this was, 'No'.<sup>91</sup>
148. The second question asked, did that tribe or any and what hapus thereof, acquire, subsequently to conquest thereof, by occupation, such a possession over the said land, or any or what part or parts thereof, as would constitute them owners according to Maori custom; and did they, or any and what hapus, retain such possession in January, 1840 over the said land, or any and what part or parts thereof?<sup>92</sup>
149. Having deleted the words, 'subsequently to conquest thereof,' Maning and Fenton ruled that Ngāti Raukawa 'as a tribe' had not acquired any interest through occupation.
150. The question of the interests of Ngāti Wehiwehi was left for later consideration (when they were excluded on the grounds that their residence on the block had been temporary only).
151. Were the rights of Ngāti Apa completely extinguished? To this question, the court answered that 'they had been merely affected by the others' acquisition of rights at 1840.
152. And on the point whether Ngāti Apa's ownership was 'hostile, independent of, or along with, that of the Ngāti Raukawa, or any... hapus thereof', it was found that the rights of the three Raukawa hapu existed alongside those of Ngāti Apa.<sup>93</sup>
153. Although Maning did not explain, at this point, the distinction between 'independent' and 'along with', it became clear, subsequently, that he saw those hapu occupying the land by permission of Ngāti Apa.

### **Ngāti Parewahawaha and Ngāti Kahoro Reserves**

154. The court proceeded to sift through the list of some 500 claimants, hearing the case on either side, and excluding all but

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<sup>91</sup> Memorandum on the Rangitikei–Manawatu Land Claims, AJHR, 1870, A 25, p 3

<sup>92</sup> Memorandum on the Rangitikei–Manawatu Land Claims, AJHR, 1870, A 25, p 3

<sup>93</sup> Memorandum on the Rangitikei–Manawatu Land Claims, AJHR, 1870, A 25, p 3



62 of them. At this point, the sitting adjourned to allow absent claimants, whose names had been eliminated by the court, to bring evidence in support of their claim.

155. While McDonald sought out these people, Featherston and Buller attempted to reach an agreement with the admitted claimants about the extent of their boundaries.
156. Ngāti Apa chiefs who accompanied them to the first meeting at Oroua suggested an award of 10 acres each – an offer that was rejected out of hand.
157. Featherston then proposed that each claimant should receive an award of 100 acres, and should be consulted in the selection of that land.
158. This suggestion was accepted by the Oroua people, but rejected on the Rangitikei side, at Matahiwi.<sup>94</sup>
159. The three hapu - Ngāti Kahoro, Ngāti Parewahawaha, and Ngāti Kauwhata – had, however, ‘with the consent of Ngāti Apa, acquired rights which will constitute them owners according to Maori custom’. Those rights were judged to extend throughout the block, Maning stating that the court had heard no evidence to cause it to limit the interests of the three admitted hapu to any specified piece of land.<sup>95</sup>

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<sup>94</sup> Memorandum on the Rangitikei–Manawatu Land Claims, AJHR, 1870, A 25, pp 4,5

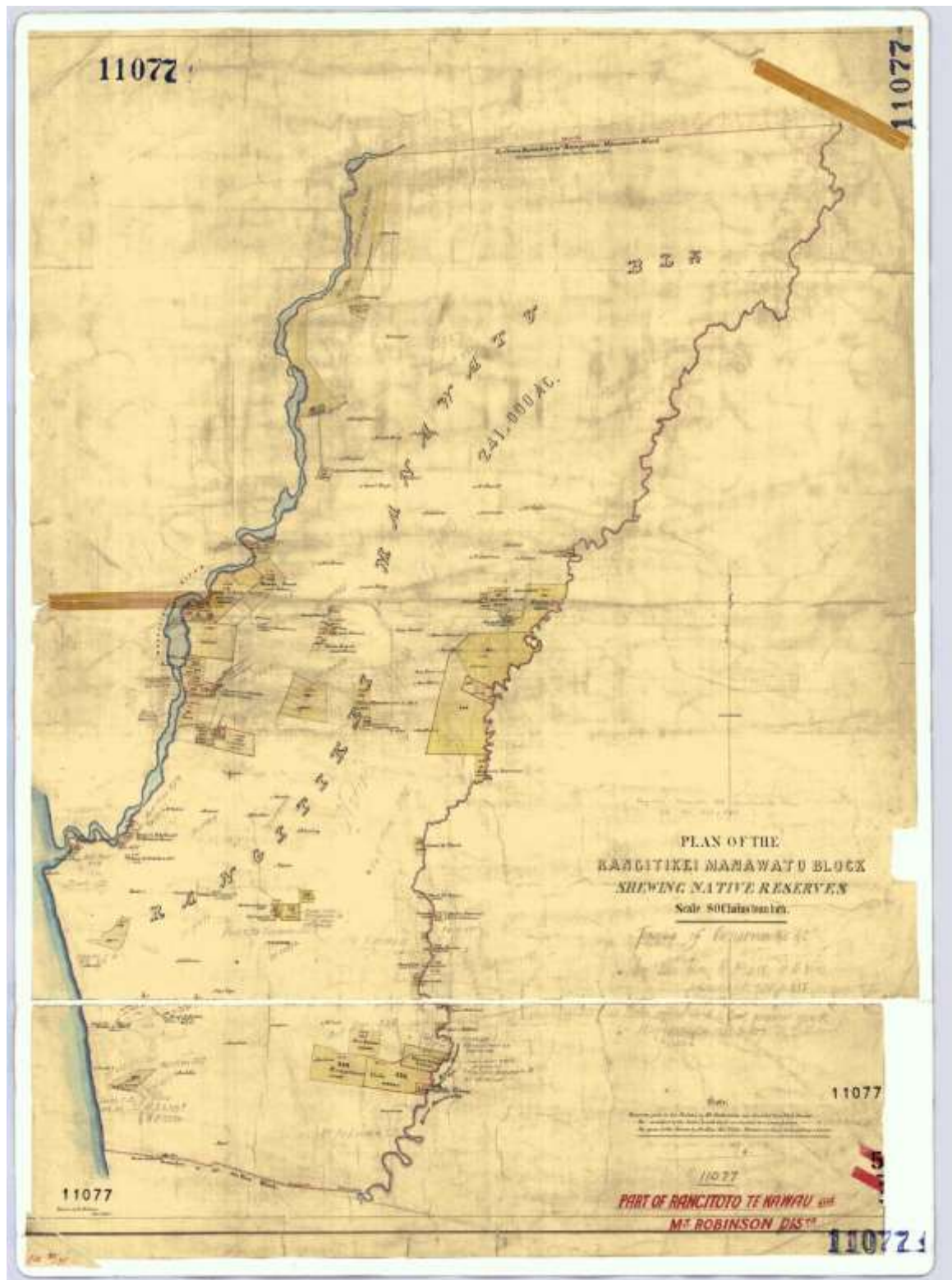
<sup>95</sup> Memorandum on the Rangitikei–Manawatu Land Claims, AJHR, 1870, A 25, p 3

### Individual and Hapū Native Reserve

#	Grantee / Hapū	Size	Block Name
2 1	Nepia Taratoa	100 acres	Matahiwi
2 1 a	Ahenata Ranginaru	19 acres	Matahiwi
2 2	Kereama Taiporutu	125 acres	Mangama hoe
2 3	Erenora Taratoa	100 acres	Matahiwi
2 3 a	Winiata	19 acres	Matahiwi
2 4	Ngāti Kahoro	124 acres	Maramaih oe Pa
2 5	Atareta Taratoa	100 acres	Near Maramaih oea
2 6	Vide No 33		Poutu
2 7	Keremihana Wairaka	50 acres	Near Maramaih oea
2 7 a	Wereta Kimate	50 acres	Small- Farm Town

2 8	Ngāti Parewahaw aha & Ngāti Kahoro [Wereta Kimate & others]	615 acres	Near Paku Rakateu
2 8 a	Ngāti Parewahaw aha [Wereta Kimate & others]	192 acres	Near Small- Farm Town
2 9	8 acres at Koputara (not settled)	276 acres	Koputara
3 0	Hare Reweti and others	285 acres	Ohinepuhi awe
3 1	Aperahama (Included in Maramaiho ea Reserve)		Maramaih oea
3 3	& No 26, Hare Reweti and others	439 acres	Poutu
3 4	Aperahama (Included in Maramaiho ea Reserve)	124 acres	Maramaih oea
3 6	Ngāti Kahoro	3 acres	Tawhiriho e
3 7	Te Peina Tahipara	102 acres	Mangama hoe next to Rangitikei-

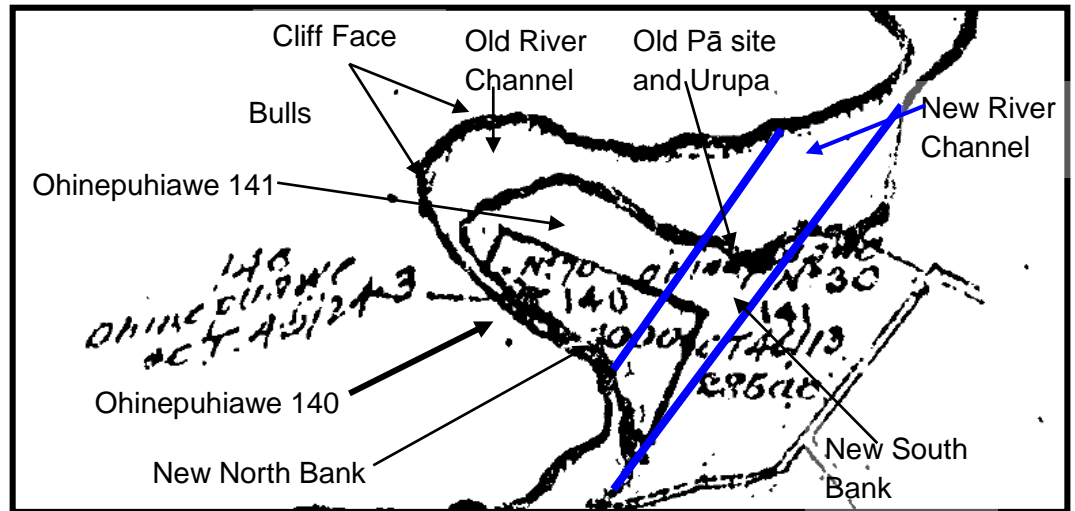
			Manawatu C
7 3	& No 35 Pini Konga & Paramena te Tewe	100 acres	Near Small- Farm Town
6 1	Ihakara Tukumaru	50 acres	Tawhiriho e
6 2	Nepia Taratoa and others	50 acres	Matahiwi
6 3	Horomona Toremi	147 acres	Near Maramaih oea
6 8	Atareta te Toko	50 acres	Near Maramaih oea
7 0	Hare Reweti and others	100 acres	Ohinepuhi awe
6 4	Ngāti Parewahaw aha and Ngāti Kahoro	1,026 acres	Mangama hoe Reserve



Rangitikei-Manawatu Block showing Native Reserve

## The Rangitikei River

Ohinepuhiawe 140 and 141 Reserve



161. According to Hikungarara Reweti on the Ohinepuhiawe reserve, between the years 1888 to 1897 the Rangitikei River bed and water course went through some significant changes. Ultimately the river course and channel changed its flow permanently in the flood of 1897. Prior to this event the river channel had moved several times.
162. He was concerned about the Rangitikei County Council claiming land on the north bank of the river as it moved across the Ohinepuhiawe reserve.<sup>96</sup>
163. As the river shifted land on the true right bank dry land was left out from the cliff below Bulls Township. The map above shows the boundaries of the Ohinepuhiawe 140 and 141 reserves believed by members of Ngāti Parewahawaha to be the boundary set by the Native Land Court title investigation in 1868.<sup>97</sup>
164. According to Hare Reweti the boundary of Ohinepuhiawe went as far as the true right bank or the northern bank of the river. This boundary line is a cliff face that falls directly below entire south

<sup>96</sup> Alexander, D. Rangitikei River and its Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 106

<sup>97</sup> Alexander, D. Rangitikei River and its Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 106

face of Bulls, but was not part of the boundary for the town itself.<sup>98</sup>

165. As the river began its movement eastward across the reserve dry land was left in its wake. The river channel moved several time before the main flood of 1897 so much so that a significant portion of the reserve is know on the north bank of the river. After the 1897 flood the new bed of the river channel measured 600m wide and covered 123 acres of land belonging to the reserve.<sup>99</sup>

166. The people of the Bulls township claimed the old riverbed on the new north bank for a recreation ground and rifle range.

167. In early 1888 Hare Reweti wrote to the Government:

*That the Government have passed a law providing that if the Rangitikei River changes its course and cuts off a portion of any person's land, the area so severed becomes the property of the Crown. A portion of our land, Ohinepuhiawe, has been cut off in this way and the County Council are carrying on operations there; they say that the area severed by the Rangitikei River is Government land. We have tried to stop their proceedings, but they refuse.<sup>100</sup>*

168. Ani Haera Hare Reweti told the Court in 1926:

*When I and my husband first arrived in 1878, we lived on what is now the recreation ground.... There was a cemetery there too – about where Section 3 is, behind Reweti's home. At that time the river followed the bluff from where the European cemetery now is. It ran between where we lived and the town of Bulls. To get to the town of Bulls we crossed the river in a canoe and climbed up the cliffs. We crossed over at a place called Ruataniwha. It was about*

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<sup>98</sup> Alexander, D. Rangitikei River and it Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 107

<sup>99</sup> Alexander, D. Rangitikei River and it Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 112

<sup>100</sup> Hikungarara Rongorongo, Ohinepuhiawe, to Hoani Taipua MHR, 11 June 1888. Lands and Survey Head Office file 1/179; Alexander, D. Rangitikei River and it Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 106

*5 years after I and my husband arrived at Ohinepuhiawe that the River commenced to encroach and change its course.*<sup>101</sup>

169. Te Hurunui Wereta told the Court:

*I was born in 1873 near what is now known as the Recreation Reserve – close to the old pa. When I was old enough to notice the Rangitikei River, its course was from the cemetery along the bluffs and over what is now the Recreation Ground.... At the time we were living there, erosion was taking place both above and below our homes.*<sup>102</sup>

170. Both Ani and Te Hurunui described they were living on the inside of the bend at the north-western extremity of Ohinepuhiawe, and the river encroached on an old pa and a cemetery there. This is different to the route through the middle of Ohinepuhiawe eroded by the river in the 1897 flood.<sup>103</sup>

171. This evidence proves that the river had moved over time but changed its course significantly in the flood of 1897.

172. In response to the Crown approving the use of the old riverbed been used as a recreation ground and rifle range Hare Reweti Rongorongo and others, members of the hapu of Ngāti Parewahawaha, a section of the Ngāti Raukawa tribe residing at Ohinepuhiawe in the Manawatu District petitioned the Crown the following point:

- (a) That when the Rangitikei Manawatu Block was purchased by the Crown from the Maoris, the crown gave your petitioners a piece of land as a Reserve at their residence at Ohinepuhiawe, containing according to the map 385 acres.
- (b) That the said Reserve was bounded by the Rangitikei River, and owing to the said river making a fresh course

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<sup>101</sup> Maori Land Court minute book 85 Whanganui 178-179; Alexander, D. Rangitikei River and its Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 107

<sup>102</sup> Maori Land Court minute book 85 Whanganui 179-180

<sup>103</sup> Alexander, D. Rangitikei River and its Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 107



about 158 acres more or less have been destroyed, and a proper survey has been prevented.

- (c) The only acreage remaining to your petitioners of that Reserve at the present time is 227 acres or less.
- (d) That a portion of the said Reserve has been cut off by the course of the Rangitikei River, and we have heard that the Europeans at Bulls have applied to the Government for the said piece of land as a pleasure ground.
- (e) That your petitioners wish to point out that they will suffer a grievous wrong if that land, which they know belongs to them, is taken from them.
- (f) That if the said land is taken from your petitioners, they will suffer a twofold disaster, first by the action of the River, and secondly by the Europeans taking a portion of the land.<sup>104</sup>

173. Hare Reweti would start process back in 1888 to address the loss of land on the Ohinepuhiawe reserve due to the Rangitikei River changing its course and moving across the block. A range of issues emerged dealings with Crown agents over a period of 34 years. The most significant was whether the Crown had actual rights over the old riverbed and maybe even the whole river itself.

174. Hare and others concerned owner though, were more interested in having the land lost due to the gradual movement of the river across their reserve. Another concern of theirs was the taking of part of the old riverbed by the town's people of Bulls for a recreation ground and rifle range.

175. A more thorough and in-depth study of the Rangitikei River flooding and its impact on the Ohinepuhiawe reserve and its people can be viewed in David Alexander's report on the

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<sup>104</sup> Petition 495/1893 of Hare Reweti Rongorongo and 29 others, undated, attached to Clerk of Native Affairs Committee to Under Secretary Justice Department, 7 September 1893. Lands and Survey Head Office file 1/179; Alexander, D. Rangitikei River and its Tributaries, Historical Report (Draft), Commissioned by Crown Forestry Rental Trust, July 2015, p 109

Rangitikei River and its Tributaries commissioned by Crown Forest Rental Trust for the Rangitikei ki Rangipo Inquiry.

### **Life on the reserve in the 20<sup>th</sup> Century**

176. Besides the major concerns surrounding the river movement and flooding, dealing with the Crown, local authorities and towns people, life carried on. In the 1831 Ngāti Parewahawaha concerns dealing with official were settled to an extent. Hone Reweti was born in 1932 and lived his on the Ohinepuhiawe reserve. The following provides some insight what life was like at the time.
177. Ohinepuhiawe is the River Flats in Bulls directly below the township of Bulls and stretching over to the other side of the river, Rangitikei River. One time the Rangitikei River used to run under the banks and right under the township of Bulls. Those flats, were on the Manawatū side of the river. That is how I know Ohinepuhiawe.<sup>105</sup>
178. There was a landslide on the Rangitikei River, north of Ohinepuhiawe and this blocked the river and dammed it, and of course when the dam finally broke loose, it just blasted away straight through, and did not follow the original course of the river that flowed under the banks around the township of Bulls, it just went straight through on its course now, that's the reason why!<sup>106</sup>
179. I know Te Ani the wife of Ngātaiēhurā was a significant owner of the land down at the flats, left to her by her kuia.<sup>107</sup>
180. That was a Māori settlement; my great grandfather Hikūngārara had a place down there. He was a significant chap, as far as the Government went and he was a significant landowner. He used to entertain government people and they leased land from him. He married a Ngāti Apa chieftainess, Te Rauparaha came down, and knocked their people around well the marriage between Rākapa and Hikūngārara made peace.<sup>108</sup>

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<sup>105</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>106</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>107</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>108</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

181. Hikūngārara was also known as Hare Reweti Te Kume and Harry Spider. It's a creature. I also know him as Hare.<sup>109</sup>
182. We were living in Bulls where the family home is now, that's where my sister is living down on the Domain. Mum and Dad had this little shack and they built a house, where the existing house is now. Next door to it, and they shifted into that and it was about that time that my grandmother and grandfather separated, I ended back with the family.
183. My father was a mill hand, plus we used to milk cows. He used to drive trucks for the Kairākau Timber mill. That mill was on the top of the hill, right above the Marae Parewahawaha. All the sawdust used to come over the back.
184. We used to have a great place to grow watercress. Then they started treating timber, and that crap started coming over the side too. We used to have some of the most lush watercress patches there, and we used to be able to get eels in there. They all just went 'zap', because of the crap that was coming over the side, tanalising materials<sup>110</sup>.
185. The old Rangitīkei bed was still there and used to hold quite significant stretches of water, which it was by no means a river. In these backwaters was where we used to get our watercress. Then a drain that ran right back and met up with the river again that's where the eels used to come up.<sup>111</sup>
186. Rabbit was one of our main foods and you never tasted a rabbit until you tasted my mother's rabbit pie. Just out of this world. You never tasted freshly killed eel with a red hot cartwheel straight out of the oven, slam the butter on, butter and eel grease running down your chin.<sup>112</sup>
187. I couldn't tell you when the depletion of eel and watercress happened. We didn't know this sort of thing was going on but after it happened, we started putting one and one together and

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<sup>109</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>110</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>111</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>112</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

getting bullshit. What can you do after that, they knocked it on the head, but the damage was done.<sup>113</sup>

188. That was our river we knew it like the back of our hand. During whitebait season, we would take the whole family, and a scrim net, and you get these backwater pools. There were some īnanga trapped in these backwaters. The old man and one of the other Uncles, used to start a sweep and all the kids behind and around the sides frightening the īnanga. Used to catch buckets and buckets and buckets of them, eels and whatever was there. The old girl used to dry them. All the inanga we used to love it. Inanga, dried īnanga, frittered īnanga, boiled īnanga, onion īnanga you name it, we had it.<sup>114</sup>

189. When they put the stop banks in it affected all those pools. All those backwater pools are gone now they no longer exist, and we don't know how to catch them now.

### **Prejudicial Effects**

#### *Te Kokiri ki Parewahawaha*

190. As a consequence of the Crown's breaches as set out in this First Statement of Claim in the Rangitikei-Manawatu District, Ngāti Parewahawaha has suffered and continues to suffer various prejudicial effects including:

- (a) The rapid alienation of almost all of their land base leaving the tribe virtually landless;
- (b) The loss of mana and rangatiratanga and a consequential loss of economic, cultural and political autonomy;
- (c) The loss of or damage to the complex customary systems of land tenure and resource rights;
- (d) The marginalisation of Ngāti Parewahawaha within their own ancestral lands;

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<sup>113</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

<sup>114</sup> Hone Kereopa Reweti, Interview, 9 Rimu Street Marton, 2006

- (e) The disintegration and decay of Ngāti Parewahawaha chiefly and tribal authority;
- (f) The damage and desecration of tribal waahi tapu and taonga;
- (g) The loss of customary fisheries and waterways, access to and customary knowledge such fisheries and waterways;
- (h) The loss of knowledge of, or vastly reduced practice of, customary religious practices and tikanga;
- (i) The reduction of the use of te Reo Māori as a first language and the knowledge of tribal dialects; and,
- (j) The impairment of, or damage to, the spirit, wairua, mana, and ihi of the tribe and its members.

### **Concluding Comments on the Impact of Crown actions**

191. Roopū tuku iho or the traditional social structures that define Ngāti Parewahawaha as a hapū, made up of its many whanau have persisted in Aotearoa from the time of Hoturoa and the traditions of the waka Tainui. They are formed out of the principles of whakapapa and whānaungatanga where groups of whanau with common ancestry lived communally to make up the hapū of Ngāti Parewahawaha. In the same way groups of related hapū combine together to make up the iwi structure of Ngāti Raukawa ki te Tonga.

192. The rangatira of Ngāti Raukawa and Ngāti Parewahawaha are significant within this social structure in that the claim to tribal lands and its resource are conveyed through the recognition of their *mana*. The oral tradition of Ngāti Raukawa and Ngāti Parewahawaha asserts in the Rangitikei-Manawatu is the right of occupation to the land through *raupatu*.

193. The signing of the Treaty of Waitangi and the adoption of religion underpinned a new belief system and philosophical base for Ngāti Parewahawaha, to engage in, with all the technology it had to offer. It also showed their empathy towards the remnants of

those tribes that were subjected to the unrelenting wrath of Te Rauparaha.

194. This in turn reshaped the foundation for the expression of kaupapa and tikanga or customary values and practice, which were reflective of the cultural resilience and persistence, based on kotahitanga a consistent single world view and an ideal of collective pride that was capable of elevating their old enemy and slaves to a position of equals.
195. The doorway through to this new world view was the Treaty of Waitangi and the newly espoused religious beliefs that came with it. But from the time Te Rauparaha first came to this part of the country, in the expedition with Tama Te Waka Nene and others, he had continually contemplated what Pakeha had to offer, not just for the musket, but also for the many benefit he and his people could derive from their presence. Other than the war with Waikato and Ngāti Maniapoto this was one of the main reason Te Rauparaha sought to move his people into the lower west coast of the North Island.
196. Ngāti Parewahawaha was of the same opinion when they migrated to this region in support of Te Rauparaha, settling the south bank of the Rangitikei River when the Treaty of Waitangi was brought to them in 1840 at Tawhirihoē; they embraced the idea with the belief that it would enhance their current way of life, significantly.
197. Accounts of William's and Hadfield teaching Ngāti Raukawa whanui in the trade of carpentry and building, new agricultural techniques and animal husbandry is the embodiment of a concept of two cultural development within the Treaty of Waitangi, which is also reflected in the leasing arrangement established by Nepia Taratoa with early settlers to the area. Ngāti Parewahawaha was willing to participate in this new economy. Growing wheat and building a flour mill at Makowhai was pivotal in that development and confirmed the need for Ngāti Parewahawaha to holding the land for their own cultural

purposes, it would be the catalyst, ultimately to express Tino rangatiratanga as guaranteed them in the Treaty of Waitangi.

198. The eventual contact and clash with the Provincial and General Government laws and processes, along with Featherstone's insatiable hunger for land, limited and weakened their position to near cultural extinction. After the alienation of the block and within this newly defined landscape Ngāti Parewahawaha required a great deal of persistence to survive on the meagre allotments of reserves and great deal more reluctance to just fade away into the annals of history as a people.
199. Adaptation to European technology was vital to the survivability of the hapu in the new colonial era and the capitalistic economy they were entering. While new technology allowed Ngāti Raukawa and its hapū to be more industrious adding much value to traditional activities that sustained their unique way of living, it would not amount to anything without access to the land and its resources
200. Therefore the loss of so much land and the access to its abundant resource, not only had a major impact on their immediate survival but also had a greater impact on the survival of future generations of the hapū
201. The new system of land tenure imposed on Ngāti Parewahawaha also meant developing an understanding to process land issues. They were confronted with a multitude of legislation over land development and its management. This is amplified in the flood of 1897 when the Rangitikei River shifted from its original course under the cliff below Bulls Township. The river made a new course through the middle of Ohinepuhiawe 140 and 141 reserves taking some 123 acres of land. Hare Reweti applied to have the old river bed included into the Ohinepuhiawe reserve for land lost from the new river course. Crown agent then realise that his application actually put into question their claims and right to the Rangitikei River and denied Hare's application.

202. It took Ngāti Parewahawaha 34 years to mitigate the issue from 1897, establishing a small settlement close to the old river bed. But only with temporary rights provided by Crown officials brought undue burden on the whānau which meant the settlement had to be vacated and whānau became displaced moving from the area.
203. New entities then began to emerge reflecting a sub-cultural type existence outside traditional hapū structure. Individualised title to land shifted authority and control traditionally exercised by rangatira to individual ownership. European prescribed processes shaped land interest to include individual ownership in the form of land trusts and incorporations. In most instances they held little or no distinction to how Ngāti Parewahawaha maintained a traditional view of land tenure. This was the erosion of *mana* Ngāti Parewahawaha rangatira so vehemently fought to protect, resulting in further alienation as individual's allocations of reserves were sold off because they were insufficient to the growing needs of their whānau.
204. Alienation minimised their ability to draw sustenance from the allotment of reserves over the district. Whānau, the core group of the hapū were then forced into what has been referred to as the 'urban drift' of the 1940s to find work and forge a new life. The sizes of the reserves were insufficient to sustain whanau as they began to grow and expand, leaving small sections of them on the land to maintain their occupation.
205. Another side of land loss is the decline in te Reo o te kainga o Ngāti Parewahawaha and those who maintained mātauranga of Ngāti Raukawa and of Ngāti Parewahawaha oral traditions.
206. *Aue te whakamā* the idea that shame is past down from generation is not a new concept in Māori tradition. Inter-generational shame so to speak can and has manifested itself in many ways to the detriment of Ngāti Parewahawaha whānui.
207. Aspirations and visions of the bright and prosperous future was a commonly shared view at the time of the signing of the Treaty of Waitangi. Like our Treaty partners Ngāti Parewahawaha held



those aspiration and visions for themselves and for the future survival of the hapū. They had everything going for them. The land and all its resource, the new alliance forged with its new Treaty partner who brought with them new laws, beliefs, knowledge and technology along with the promise that our unique way of life in this land was guaranteed.



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John Reweti  
Claimant for Wai 1619