

CHAPTER 8

TE KOMITI NUI O TUHOE AND THE BEGINNING OF CROWN PURCHASE IN TE UREWERA

8.1 INTRODUCTION

The long drawn out process of title determination in the Urewera had demonstrated the willingness of the Government to sacrifice the principles of the UDNRA 1896 in order to expedite satisfactory titles. The Liberal Government, in fact, had shown that its emphasis on tidying up titles, in conjunction with the Crown monopoly on land purchase (such as existed in the Urewera), functioned to facilitate the alienation of a lot of Maori land in this period.¹

Carroll had tried to forestall mounting political pressures for the wholesale alienation of Maori land by his 'taihoa' policy of leasing, but by the conclusion of the second Urewera commission in 1907, it was obvious that Tuhoe had to defend their legally held right to local government in an atmosphere hostile to 'Native landlordism' or Maori autonomy in any form. It was simply impossible for the Urewera to be insulated from the political debates that raged on Maori land policy, in spite of having special legislation that 'reserved' the Urewera to Tuhoe. The major themes of these debates – leasing versus sale of land; private alienations versus a State-controlled distribution of land; Pakeha settlement versus Maori desires for agricultural development – were all to be played out in the Urewera in a crucial period from 1908 to 1910.

In these years, Tuhoe were forced to confront issues of land utilisation and settlement. The negotiations surrounding the inception of the UDNRA 1896 had conveniently sidestepped the matter of Pakeha settlement of Urewera lands, with Seddon preferring to emphasise the benefits that tourism and gold mining could bring Tuhoe. However, the 1900 amendment to the Urewera legislation, and the debate surrounding it, made it patently clear that the Government anticipated settlement of the area. The question, then, became how extensive this settlement was going to be, and upon whose initiative it would be undertaken. As with the Urewera commissions, the matter devolved into a process whereby the Government gradually

1. T Brooking, "Busting Up" The Greatest Estate of All: Liberal Maori Land Policy, 1891–1911', *New Zealand Journal of History*, vol 26, no 1, April 1992, p 83

assumed political power at the expense of Tuhoe tino rangatiratanga; sometimes with statutory backing, sometimes not.

The analysis of the nature and proceedings of the Tuhoe general committee (called the Komiti Nui by Tuhoe) demonstrates that some Tuhoe leaders were keenly aware that the political climate had changed so much that some options were simply not viable anymore. Rua Kenana notwithstanding, there were few rangatira prepared to revert to the old isolationist policies Tuhoe had practised when they came under pressure from an unsympathetic Government. Tuhoe must have felt vulnerable in the face of Government policies that, from 1905, incorporated elements of compulsory alienation. Given their experience and observations of the demise of other tribal estates, they could not be reassured that these measures would not be applied to Urewera lands. Indeed, they were occasionally directly reminded of this possibility, such as when the Urewera was included in a 1906 parliamentary return of 'waste' lands partially suited for settlement.² In 1907, the Urewera Native Reserve was held to be subject to the Mining Act 1905.³ This opened the Urewera up to mining and was one of the original concessions that Tuhoe had made to the Government in negotiations for the UDNRA 1896, which had allowed for prospecting to be carried out by those holding Government-issued licences. In passing the 1907 legislation, the Government opened the Tuhoe rohe potae and signalled that the isolation of the area from Pakeha influence and pressures was truly at an end.

8.2 THE STOUT NGATA NATIVE LAND COMMISSION AND THE FORMATION OF THE GENERAL COMMITTEE

By the time the title orders for the Urewera blocks were published in 1907, only the provisional block committees had been set up. Carroll, then, was faced with the problem of hastening the formation of the general committee without the delay caused by the election of all the permanent block committees.

In the same year, the Royal Commission on Native Lands and Native Land Tenure (sometimes called the Stout–Ngata native land commission) was established to investigate areas of Maori land that were unoccupied, or not profitably used, and to report on how this land could be best utilised, whether by sale, lease, or Maori occupation. The commissioners met Tuhoe at Ruatoki in January 1908, where Ngata pointed out to Tuhoe that there were large amounts of money outstanding to the Government for expenses and surveys associated with the Urewera commissions. He suggested to Tuhoe that 'the time was ripe owing to the great demand for land to arrange for the cession of some of the Urewera lands to compensate the State'.⁴

2. P Webster, *Rua and the Maori Millennium*, Price Milburn for Victoria University Press, Wellington, 1979, p 137

3. See s 7 Maori Land Claims Adjustment and Laws Amendment Act 1907

4. Royal Commission on Native Lands and Native Land Tenure, papers relating to the work of the commission in various districts, MA78/11, NA

Numia responded that Tuhoe did not contemplate selling at the present time, but ‘the leading men’ of Te Whaiti and Ruatoki preferred to offer land for lease to reimburse the Government.⁵ Numia also requested that the leases be limited to 50 years. The amount of land offered at this meeting was approximately 28,000 acres.⁶

It was hardly likely, given that the Urewera district comprised some 650,000 acres of land, that the Government was to be satisfied with a mere 28,000 acres, and Stout and Ngata made it clear that they hoped this offer was just the beginning of settlement in the district:

We believe that greater areas can be obtained for settlement, and will be offered later on. The Tuhoe Tribe recognises its liability for survey and other charges, amounting to over £7,000, and it was influenced by that consideration when offering the above area for settlement.⁷

Stout and Ngata noted that, under the 1900 amendment to the Urewera legislation, the Native Minister was empowered to set aside lands for leasing, but lest he was tempted to use this power, they warned Carroll that ‘the Natives prefer that their General Committee should carry out the alienation proposed’.⁸ Furthermore, they pointed out to Carroll that the leases envisaged under the 1900 amendment Act were for 21 years with perpetual right of renewal, and that these terms were more restrictive than the trend of legislation since the Maori Land Settlement Act 1905.

The native land commissioners suggested that the more politically acceptable alternative to these ministerial powers was to promote the formation of a provisional general committee. In essence, they identified the lack of this structure as an impediment to the settlement of the Urewera lands, assuming, of course, the cooperation of the general committee whose consent was still required for alienation. Stout and Ngata suggested that the committee could be empowered to carry out the proposed leases, by statute if necessary. Noting that Parliament had only recently approved the provisional block committees, they pointed out that the election of permanent block committees, and therefore the permanent general committee, would take a very long time. Instead, they proposed a meeting at Ruatoki of the provisional block committees as well as officers from the Native and Lands Departments to elect the provisional general committee before winter: ‘In our

5. Royal Commission on Native Land and Native Land Tenure, minute book of evidence by A T Ngata (no 2), MA78/4, NA

6. Ngata’s minute book refers to the following portions offered to the commissioners:

- Te Purenga (5680 acres) – 1000 acres for lease. Ngati Koura land; balance to be farmed;
- Tarapounamu–Matawhero (65,984 acres) – 3000 acres for lease. Ngati Tawhaki land;
- Ruatoki 2 (5910 acres) – 2000 acres was to be cut from each of these blocks to make;
- Ruatoki 3 (6800 acres) – a single 6000 acre block for leasing. Remaining land at Ruatoki;
- Waipotiki (8200 acres) – for Maori occupation and at Waipotiki, for forest reserve and birding;
- Parekohe (20960 acres) – 10,000 acres for lease;
- Otara (2680 acres) – 2000 acres to be leased and 680 acres for Maori occupation; and
- Paraoanui North and South – 1000 acres from each portion for leasing.

7. ‘Native Lands and Native Land Tenure: Interim Report of Native Land Commission, on Native Lands in the Urewera District’, AJHR, 1908, G-1A, p 2

8. *Ibid*

opinion it is most important that the present readiness of the Ureweras should be taken full advantage of’.

The Stout–Ngata recommendations appear to have been readily accepted by the Native Department. Several weeks after receiving the commissioners’ letter, under-secretary Fisher wired Elsdon Best and Numia Kereru to set up the hui at Ruatoki. This meeting apparently took place in March 1908, but there do not appear to be any surviving minutes of the gathering.

Strangely enough, in spite of the haste urged by Stout and Ngata, there was not much progress in setting up the general committee until the following year. Possibly, this was due to disagreements as to who should be on the committee, and perhaps the delay gave Ngata time to attempt to smooth over some of the cracks that threatened the operation of the committee. S Webster suspects the delay gave Ngata time to ensure that, when the committee was finally formed, it would be a cooperative body over which he and Carroll would have a reasonable measure of control.⁹

8.3 OPPOSITION TO GENERAL COMMITTEE AUTHORITY

It was apparent to all that the creation of a functional general committee was going to be a difficult task. Even before that body had been set up, Carroll was receiving correspondence from Tuhoe groups that objected either to the principle of Tuhoe tribal management of their lands or to decisions that had already been made in respect of leasing or resources. There, too, was the matter of ongoing appeals against the Urewera titles, which did not provide a conducive atmosphere for collective decision-making.

8.3.1 Ruatoki

Numia Kereru, a leading Tuhoe rangatira and principal force in the founding of the committee, could not be assured of full support for the committee even at Ruatoki. A letter from Erueti Peene and 37 others (apparently including some Ngati Tawhaki) in April 1908 referred to Ruatoki South 2 and 3 blocks and Parekohe block, which the writers said had been given over by the Tuhoe general committee to the Government. Presumably, Erueti was making reference to those lands which had been promised for leasing to Stout and Ngata when they visited Ruatoki. It is interesting that Erueti referred to the general committee prior to the committee actually being formed, confirming that it was common knowledge that a *de facto* committee operated. He implied that the decision to lease the Ruatoki land had been made in the face of some opposition.

9. Steven Webster, ‘Urewera Land, 1895–1926: A Tentative Historical Survey of Government and Tuhoe Relations as Reflected in Official Records’, unpublished paper, University of Auckland: Department of Anthropology, 1985, p 16

Erueti and his followers objected to the land being leased to non-Tuhoe in the first instance, as these lands were considered ‘instrumental’ in their pastoral pursuits and in servicing the cheese factory at Opouriao:

It is our desire to substantiate our title so that there may be no hesitation on our part in the prosecution of agricultural pursuits, and that there may be no undue interference.¹⁰

They wanted Carroll to set aside the blocks to be leased to Tuhoe with remaining lands then leased to others. In a later letter, Erueti said that they wanted to farm the land in individualised holdings and said that this letter was from ‘the young men’ of the tribe.¹¹

8.3.2 Te Whaiti

Further trouble brewed at Te Whaiti, aggravated by continuing Tuhoe attempts to appeal the Urewera commissioners’ decision removing them from the block ownership list. Some Tuhoe had subsequently attempted to support their appeal by trying to cultivate at Te Whaiti. Whatanui of Ngati Whare raised the issue of the relationship of the block committees to the Tuhoe general committee when the question of timber royalties was mooted:

Your direction to let the timber-trees be under the mana for Tuhoe shortly to be gazetted [ie, the general committee], causes us some anxiety. If it is to be under the mana of the block Committees and through them to the General Committee of Tuhoe, it will be well. For instance, we hear that Tuhoe has suggested, and you have agreed to the suggestion, that the timber may go to pay liabilities on the Tuhoe Rohe-potae. Now, as Te Whaiti alone contains quantities of timber trees, that suggestion of Tuhoe must apply to those, [sic] and is unjust. For that reason we say that we will not consent to have the mana whakahaere of Tuhoe proper extending particularly to the timber-trees of Te Whaiti, that mana must be vested in we the owners of Te Whaiti.¹²

Whatanui told Carroll that there were many Pakeha and their agents negotiating to get timber cutting rights at Te Whaiti and sought Carroll’s advice on the matter. Another issue he raised directly with Carroll was the matter of gold prospecting. Ngati Whare apparently had engaged the services of one ‘Tiki’ (or Dick), a prospector, who had identified some quartz reefs on Ngati Whare land. Te Pouwhare, closely associated with the de facto general committee, had told Ngati Whare that they were to eject Tiki, apparently upholding the rights of the Government to approve such activities. Whatanui, then, seemed to be appealing to Carroll to outline what the independent powers of the Te Whaiti block committee were to be; if the local committee made decisions regarding resources like gold or timber which were then merely ratified by the general committee, it would be acceptable to Ngati Whare. But

10. Erueti Peene and 37 others to James Carroll, 12 April 1908, MA13/90, NA

11. Erueti Peene and others to Carroll, 6 May 1908, MA13/90, NA

12. W Whatanui and all of Ngati Whare to James Carroll, 18 August 1908, MA 13/90 NA

Whatanui appears to have disputed the right of 'Tuhoe' to dispose of the resources and to use proceeds of the disposal to pay for liabilities on the whole reserve.

8.3.3 Rua Kenana

A formidable challenge to the authority of Numia and the general committee was presented by the Tuhoe prophet leader Rua Kenana who would subsequently play a crucial role in Tuhoe political life until his arrest in 1916.

Rua called himself Te Mihaia Hou, or the new Messiah, and claimed to be the successor of the visionary Te Kooti. Rua's movement initially seemed to be based on classic millennial promises of 'salvation' for his followers: he prophesied that Maori subjection to Pakeha rule would be ended when New Zealand was given over to Rua's authority by the King of England. There were more utilitarian aspects to Rua's appeal, however, based on Tuhoe economic and political self-determination. Binney comments that:

Rua sought to develop the wealth of the Tuhoe so that the land could be used for their own advantage. If his movement was founded on a very considerable distrust of Europeans and their material pursuits, it also sought to use some of their ideas and skills. Throughout, he hoped to contain those acquisitions within the autonomous communalism of Tuhoe society. In this specific sense, Rua's intentions were separatist. He was to take his people back into physical isolation from Europeans. They were to seek refuge at Maungapohatu, adapting their lives and their land at their own pace and under their own leadership.¹³

Rua began to come to national attention by mid-1906, when the power he was able to wield over his followers became evident. By June of that year, Rua had removed Tuhoe children from the native schools at Te Waimana and Te Kokako at Waikaremoana, forcing their closure. Attendance at other schools at Ruatoki, Te Teko, Te Whaiti, and Waioeka was also dramatically affected by Rua's decree.¹⁴ He encouraged his followers to sell their lands (outside the Tuhoe reserve), stock, and equipment in anticipation of the arrival of the King at Gisborne, which would herald the coming of the millennium.

By 1907, it was reported in the press that 'nearly all' of the Maori of the Bay of Plenty and Urewera districts were followers of Rua. Within Tuhoe itself, Rua gained a majority following and Binney reports that all 82 of the chiefs of Tuhoe accompanied Rua to Gisborne when he went to usher in the new era. There were clearly differences between Tuhoe hapu in their allegiance to Rua; as one correspondent put it to Carroll, 'In the year 1906 the Tuhoe tribe broke up to follow the works of Rua'.¹⁵ While Numia had gone to Gisborne with the Ihairaira (or Israelites as Rua's followers were called), he clearly distrusted Rua, and the Ngati Rongo of Ruatoki and Ruatahuna were the

13. Judith Binney, Gillian Chaplin, and Craig Wallace, *Mihaia: The Prophet Rua Kenana and his Community at Maungapohatu*, Auckland, Oxford University Press, 1979, p 24

14. Elsdon Best to Maui Pomare, 30 March 1907, AJHR, H-31, p 58; 'Education: Native Schools (Particulars Relating to)', AJHR, 1908, E-17, p 1

15. Te Wharekotua and 391 others to Premier and Native Minister, 18 March 1908, MA23/9, NA

focus of opposition to Rua's activities. Rua's most avid support came from his own hapu of Tamakaimoana (Ruatoki and Maungapohatu); even its old chief, and former Urewera commissioner, Tutakangahau, succumbed to Rua's vision. Other hapu strongholds of support were the Ngati Tawhaki of Ruatahuna, the Ngati Koura (of Waimana and Ruatoki) and Te Urewera (this is also a hapu name), whose chief was the influential Te Ahikaiata. A letter from Te Wharekotua to Carroll seems to suggest that the Waikaremoana hapu of Ngati Hinekura and Te Whanaupani were also committed to Rua. Other chiefs who signed this letter, 'upholding the law (Act) [UDNRA 1896] of the Tuhoe district' were Te Whenuanui, Paitini Wi Tapeka, Mehaka Tokopounamu, Hokotahi Te Puehu and Tupara Kaaho amongst others.

Numia was incensed at what he perceived as a challenge to the power structures envisaged by the UDNRA 1896 and his leadership of it, as well as the harmful effects of Rua upon Tuhoe. Numia, for example, was scandalised that 100 Tuhoe had died at Maungapohatu in the first winter that Rua's community was established there. Poor housing, a failed potato crop, and outbreaks of typhoid and measles took a heavy toll. Numia, meanwhile, had been trying to work within the framework set out under the Maori Councils Act 1900 to improve living conditions for Tuhoe.¹⁶ Rua had also tried to undermine the Ruatoki village komiti set up under the Councils Act by issuing his own bylaws, which included refusal to pay dog taxes:

The properties have been sold, and the lands; the dog collars. The schools which have been trampled on are 5. Maungapohatu has been divided up into sections and is being sold by him to his people . . . Collecting money is the ultimate end of all his works.¹⁷

Te Pouwhare, a close associate of Numia's, would also complain of Rua's lack of respect for tikanga and his refusal to form a komiti marae for Maungapohatu.¹⁸

Numia found support for his dislike of Rua in Merito Hetaraka, the chairman of the Mataatua Maori Council, as well as in Ngata and Carroll. Clearly to these individuals, Rua's philosophy and attitude represented a challenge to their efforts to cooperate with the Government and to use orthodox legal structures to improve the situation of Maori. Numia also tried to check Rua's power by encouraging Carroll to impose provisions of the Tohunga Suppression Act 1908 upon him.¹⁹

However, it was when Rua turned his attention to the question of Tuhoe land and mining rights that a major schism appeared between Rua and Numia. The matter became so serious that Binney, Chaplin, and Wallace comment that it 'brought the Tuhoe to the brink of civil war'.²⁰ Rua asserted that the sale and settlement of land, and the issuing of prospecting licences, were matters that he alone, as the Messiah of Tuhoe, had the right to determine. Te Wharekotua reported that a meeting had been held on 18 February 1908, attended by 'Hiwa' of a gold mining company, a lawyer, and

16. Numia Kereru, Akuhata Te Kaha, and Te Pouwhare Te Roau to James Carroll, 13 December 1907, MA23/9

17. Ibid

18. Te Pouwhare to James Carroll, 13 September 1909, MA13/91

19. This was enacted in a direct response to Rua's activities, prompted especially by claims that Pakeha would be evicted from Aotearoa.

20. Binney, Chaplin, and Wallace, p 35

five other Pakeha, as well as Rua, Te Wakaunua, Paora Kiingi, Te Ranui, and Rawaho of Waikaremoana (who apparently wanted to pass all of his lands under the mana of Rua and the company). At this meeting, Rua authorised prospecting on the eastern side of the Tuhoe reserve.²¹ This action was seen by Tuhoe for what it was: a direct challenge to the authority of the de facto general committee. Te Pouwhare wrote to Carroll supporting the Government's right to issue prospecting licences and urged the formal authorisation of the general committee as soon as possible, 'so that there will be the authority to work the gold'.²² As soon as Carroll's orders came, he and Numia would organise a hui at Ruatoki to elect the committee membership. In the event, Te Pouwhare and Numia, with Government approval, called a meeting of all Tuhoe at Ruatoki in March 1908, in order to discuss these issues and to elect a general committee.

The situation was volatile enough for Carroll and Ngata to be worried about the upcoming election of a general committee, and the Premier, Sir Joseph Ward, was dispatched to meet both Rua and Numia before the hui was held. Newspaper accounts of this meeting, held at Whakatane on 23 March 1908, are interesting for their contrast of Numia and Rua's respective groups. Numia and his supporters were deemed 'loyalists' who enthusiastically greeted Ward with cheers and were otherwise distinguished by their short hair and traditional ceremonial dress. Rua's group, on the other hand, dressed in European clothes and sporting the shoulder length hair of the Iharaira, were silent as Ward approached, with Rua finally acknowledging the Premier with exaggerated condescension.²³

After a private conference with Rua, Ward addressed each group publicly, thanking Numia for his loyalty and urging him to attempt reconciliation with Rua at the upcoming Ruatoki hui. However, he told Rua that he could not accommodate his wish for himself and his followers to be placed on the European electoral roll, nor could he grant a separate Maori government. According to Binney, this meeting was referred to as the Ceremony of the Union by the Iharaira and subsequently, Rua would claim his primary political principle as one law for both peoples under the Crown.²⁴

Rua left the 25 May hui at Ruatoki before Carroll arrived, preferring to be represented by a leading follower, Hurinui Apanui of Ngati Awa. Hurinui would deny Numia's charges of disloyalty and repeated Rua's recognition of the King and Government. What they wanted, Hurinui said, was a separate local government for their own affairs. Binney comments that:

The grievances voiced by Hurinui were part of a discernable pattern of dissent, found amongst the older Maoris in particular. They had learnt to distrust land legislation and suspected that European-established committees and councils were only surrogates for effective power.²⁵

21. Te Wharekotua to Minister of Native Affairs, 28 February 1908, MA23/9

22. Te Pouwhare Te Roau to James Carroll, 24 February 1908, MA23/9

23. Binney, Chaplin, and Wallace, p 36

24. Ibid, p 38

25. Ibid, p 39

Rua's supporters outlined his plans to sell prospecting licences to Pakeha and to fine those who did not purchase this warrant, prompting Numia to reply that Rua wanted to exploit the gold for his own benefit and that it had already been decided that prospectors would require Government-issued licences.

While many questions were unresolved, the efforts of Carroll and the Taupo chief Te Heuheu Tukino brought about a temporary reconciliation. It was agreed that the Ihairaira would send a party to Wellington to discuss the terms for prospecting and opening the reserve to settlement within the parameters of the existing law. This meant, then, a recognition of the general committee, beginning with the election of the block committees.²⁶

In April 1908, it was reported in the press that Rua wanted to reserve 20,000 acres around his settlement and that he was prepared to sell other Tuhoe lands to achieve this. In June, Rua visited Wellington, explaining the purpose of his visit thus:

Partly to draw the European and Maori together, and also to answer certain accusations against me. I want the Government to help us to develop the mining prospects of the Urewera country in such a way as shall be fair to the Natives who own the land and to the people who work the mines. I desire that this wealth shall not be idle and unproductive, and I wish to get miner's rights to those who own the land where the minerals are. Then I want Government to help us improve our lands, so that we may work it for ourselves, and advance money for that purpose which will be repaid. I want the Government to make roads for the Maori as they do for the Europeans. The Maoris are willing to bear the burden of such work, just as the Europeans do. I want to get the right to fish in our rivers without the necessity of buying a licence.²⁷

Numia must have certainly been anxious about Rua's private discussions with Carroll as he appeared in the capital at the same time. It does not seem that there is any surviving record of this encounter but Carroll would have been unable to grant Rua's requests without giving him a status independent of the general committee.

Rua met Carroll again in November 1908, when the Minister was visiting Poverty Bay. It seems, then, that it was at this meeting that Rua played a trump card by offering to sell land to the Government with the support of a Tuhoe petition of 1400 signatures. According to Binney, Rua regarded this offer as part of the fulfilment of the Ceremony of the Union.²⁸ Rua offered 100,000 acres at fair valuation because he said he needed the money for liabilities and survey charges as well as to clear acreage at Maungapohatu and to pay for stock:

One of the paradoxes of Rua's movement was his attitude to the land question. He was basically against the Maori losing any more land, and eventually came out unequivocally against selling, and was listed officially as a non-seller when the Urewera Lands Consolidation Scheme was being implemented after World War I. Nevertheless, he always appears to have been in favour of consolidating as much land as possible at Maungapohatu. In order to develop this region, he was prepared to lose land elsewhere.

26. Ibid

27. *Poverty Bay Herald*, 14 May 1906 (cited in P Webster, p 231)

28. Binney, Chaplin, and Wallace, p 40

Even as early as 1907, there is evidence that he advocated the sale of some blocks at Ruatoki. To Rua, the whole purpose of land sales was to consolidate his position at Maungapohatu. He needed one contiguous block, which would be absolutely secure, and he also needed the capital for the development of this particular area.²⁹

Rua also asked Carroll for a special sitting of the Native Land Court at Maungapohatu, to consolidate the various interests of his followers in different blocks which they had placed under his mana (the Maori Land Settlement Act 1907 provided for the consolidation of family interests by way of exchange). Rua also asked for Government assistance for roads between Gisborne, Maungapohatu, Waimana, and the Bay of Plenty, having already discussed the matter of the Maungapohatu–Gisborne stock track with the Cook County Council.³⁰

Carroll told the *Poverty Bay Herald* that Rua's requests were 'reasonable', that he would place the matter of the sales before the department and would arrange for a Native Land Court sitting at Maungapohatu as soon as officials were available. This last promise, in particular, anticipated the extension of the court's jurisdiction to the Urewera, which was to be legislated for in the following year.³¹

Rua had clearly seized the initiative from Numia who, thus far, had only offered to lease land and even the extent of this concession had not been made clear. Carroll, for his part, found himself in the strange position of being offered land by someone who had hitherto been seen as detrimental to Pakeha settlement of the Urewera. Carroll could not accept Rua's offer of land and Rua then withdrew his proposal, saying: 'It appears clear to me from this that the General Committee possess the power to sell that 10,000 acres; what I object to is that the mana [of the sale] goes to others'.³² The problem that Carroll now faced, was how to expedite the sales which could only be legally authorised by the general committee.

8.4 THE MAORI LAND LAWS AMENDMENT ACT 1908

While undertaking negotiations with Rua, Carroll made the legislative provisions that were necessary for the leasing of Urewera lands (which had been recommended by Stout and Ngata earlier in the year). In late 1908, the Maori Land Laws Amendment Act was passed, which, at section 21, validated the appointment of the local block committees as it had been found that the second Urewera commission did not really have the power to appoint them. It also provided for the Governor to appoint 20 of the local block committee members to comprise the general committee. This, presumably, was in lieu of the time consuming process of elections and perhaps also attempted to forestall any further aggravation between Numia and Rua's respective supporters. Carroll noted that under the UDNRA 1896, each block committee was to elect a representative to the general committee but, in light of the fact that there were

29. P Webster, p 229

30. Ibid, p 231

31. Ibid, pp 231–232

32. Rua Hepetipa and all the Israelites, at Waimana, 15 February 1910, MA13/91 (cited in P Webster, p 232)

now 33 blocks in the reserve, he considered this ‘too many for workable purposes’.³³ The less than representative figure of 20 members was chosen instead.

Most importantly, section 23 of this Act provided for section 8 of the Maori Land Settlement Act 1905 to apply to Urewera lands upon recommendation of the general committee. This section provided for the vesting of Maori land, not required by or not suitable for Maori occupation, in Maori land boards. After setting aside any necessary reserves, the balance of land could be classified from first to fourth class land and then surveyed and subdivided. The land was then to be leased for periods of up to 50 years.

8.5 THE FORMATION OF THE GENERAL COMMITTEE

Having arranged the means by which Urewera lands could be leased, Carroll then turned to the pressing matter of nominees for the general committee. Via under-secretary Fisher, he sent Numia a list of nominees that may have resulted from the Ruatoki meeting earlier in the year.³⁴ Numia was asked to mark the candidates he preferred, which he did, returning the list some months later in February 1909. Numia also took this opportunity to request that the general committee be appointed and gazetted as soon as possible in preparation for a meeting to be held at Ruatoki on 17 March to discuss land utilisation.³⁵ There is no evidence in the available documentation of this period that any other Tuhoe chiefs were directly consulted by Carroll on the matter; on the other hand, perhaps Numia’s delay in returning the schedule was because he took the time to consult with the other hapu as to their preferred candidates. It has been suggested that Ngata and Carroll had to take Numia’s preferences into account if they wanted to have an operative general committee, because Numia was the most influential Tuhoe chief of his day. Analysing hand written lists of nominees in Native Department records, S Webster states:

For instance, the long hand list (source uncertain) of 48 names has sixteen noted from the Ruatoki (or Taneatua) area, 15 noted from the Galatea–Te Whaiti area, nine noted from the Ruatahuna area, 3 from Waikaremoana, and only one from Waimana and none from elsewhere in that basin, probably reflecting a strong bias against the area of Rua’s influence. (The absence of a nominee for Te Whaiti in Carroll’s list to Fisher probably simply reflects this block’s refusal to recognise the General Committee).³⁶

It is suggested by Webster, then, that the general committee selection was likely to be biased in favour of Numia’s Ngati Rongo and Mahurehure supporters. This is possibly true, though it has to be borne in mind that the residency of these chiefs did not necessarily reflect their hapu interests. Addresses marked on a *Kahiti* notice of the general committee members, for instance, do show that 10 members were to be

33. J Carroll, 9 October 1909, NZPD, vol 145, p 1116

34. T Fisher to Numia Kereru, 23 October 1908, MA13/91, NA

35. T Fisher to James Carroll, 18 February 1909, MA13/91, NA

36. S Webster, 1985, p 18

notified at Ruatoki.³⁷ And, it does seem likely that Numia would have resisted the appointment of any of Rua's followers. However, one of those noted as living at Ruatoki was Mehaka Tokopounamu who had clearly represented different hapu interests from those of Numia in the Urewera commissions, and also seemed to have quite distinct political views. Moreover, Rawiri Te Kokau and Wharepapa Whatanui of Te Whaiti were gazetted committee members. Some caution needs to be taken, it seems, in assessing the extent of the Ngati Rongo bias.

S Webster has also suggested that the dissident factions threatening Numia's grip on power may have influenced him to be more receptive to Carroll and Ngata's proposal to cut short the democratic procedure outlined in the UDNRA 1896.³⁸ Whatever the course, the general committee members were gazetted in March 1909, thirteen years after the passing of the original Urewera legislation. The original membership was: Akuhata Te Kaha, Te Waipatu Te Winitana, Rawiri Te Kokau, Mika Te Tawhao, Te Wharepouri Te Amo, Paiaka Rakuraku, Hori Aterea, Te Pouwhare Te Roau, Rakuraku Rehua, Te Paoro Tangohau, Tupara Kaaho, Taihakoia Poniwahio, Te Whetu Te Paerata, Te Pairi Tuterangi, Netana Te Whakaari, Te Wharepapa Peita, Te Marunui Rawiri, Wharepapa Whatanui, Mehaka Ruka, and Numia Kereru (chairman).³⁹

It is clear by this stage that there was a certain mutual reliance of Carroll and Ngata on the one hand, and Numia and Ngati Rongo on the other. Dissident elements within the rohe potae had already made clear their dissatisfaction with having to submit their lands to UDNRA 1896 jurisdiction. Others were more specific that their problem lay with the Ngati Rongo influence on the process. Government policy in the face of such opposition, opposition which was likely to further delay land settlement, was to support the moderate Numia Kereru who was committed to the structures set up in the UDNRA 1896 but who had also indicated a willingness to lease land. Numia, for his part, sought to consolidate his power over the provisional general committee by cooperation with the Government, while coming under attack from sectors who simply refused to contemplate central Tuhoe control over their lands. Carroll and Ngata represented one avenue by which Numia could validate the power he had assumed over the rohe potae: the Government offered legal structures that, if Numia could maintain control over them, meant that his decisions and preferences concerning Tuhoe lands could be legally enforced over supporters and detractors alike.

Several months later, Fisher wrote to the Waiariki District Maori Land Board, which had apparently enquired as to whether regulations for the operation of the local and general committees had been issued (as required by section 20 of the UDNRA 1896). Fisher responded that section 23 of the Maori Land Laws Amendment Act 1908 obviated the necessity for the issue of regulations, because the functions of the general committee were expressly denoted in those sections concerning leasing. As far as the under-secretary was concerned, then, the function of the general committee was

37. See the *Kahiti* notice, no 88, of 18 May 1909, with hand written addresses in MA13/91.

38. Webster, 1985, p 17

39. See *New Zealand Gazette*, 18 March 1909, p 799

solely to make recommendations and arrangements for leasing Tuhoe land: 'I do not know if it is advisable to widen these [powers] in any way'.⁴⁰

Obviously, this position was a long way from the original concept of providing for Tuhoe local self-government, which Fisher admitted when he took up the subject with Carroll. Reiterating that there was already provision for the general committee to vest land in the Waiariki board for leasing, he stated:

The above amendment [ie, s 23 Maori Land Laws Amendment Act 1908] seems to point to a change of policy since the enactment of the original Act, and it is probably not now the intention to confer such extensive powers on the Committee as was then intended.⁴¹

Given that there was existing machinery for the settlement of Tuhoe land, he suggested that the president of the Waiariki board and surveyor Tai Mitchell meet the general committee to assist Tuhoe with 'a practical scheme' for settlement.

It rapidly became clear that Fisher and Carroll were already redefining the relationship of the general committee to the Government without consultation with Tuhoe. Numia Kereru wrote to Carroll explaining some of the difficulties encountered in arranging areas for sale, lease, and papakainga, which caused a great deal of contention regarding tribal and family boundaries within the blocks. It was difficult to fix subdivisions 'because each wishes to have these laid down from an ancestral view point'.⁴² Numia considered it desirable that the general committee have the power to fix these boundaries but Fisher and Carroll demurred, considering that the question of respective holding of families was something that could be dealt with by the Native Land Court.⁴³

On the one hand, Carroll and Fisher did not want the general committee to become preoccupied with these potentially time consuming tasks when they might have been concentrating solely on the leasing question, but on the other, it does not seem that either the Minister or his secretary was prepared to make it explicitly clear to Numia and others what the parameters of their powers were to be. They preferred to encourage and direct the committee to consider questions of land settlement, while at the same time making preparations for the Native Land Court to undertake functions that Tuhoe might have originally thought would be carried out by their local and general committees. This philosophical shift, which was apparent in 1908 even before the general committee was established, was not directly communicated to Tuhoe (which was probably another reason why Fisher did not want to gazette regulations for the general committee).

40. T Fisher to Waiariki District Maori Land Board, 18 May 1909, MA13/91, NA

41. T Fisher to James Carroll, 18 May 1909, MA13/91, NA

42. Numia Kereru to James Carroll, 2 June 1909, MA13/91, NA

43. T Fisher to James Carroll, 17 June 1909, MA13/91, NA

8.6 INITIAL MEETINGS OF THE GENERAL COMMITTEE

In April 1909 the general committee met and decided to request reports from the local block committees concerning their wishes in regard to land settlement; they were to decide and report on areas for sale, lease, and Maori occupation.⁴⁴ A circular was distributed among Tuhoe and by May 1909, Numia was writing to Carroll informing him that reports were being received from the local committees concerning land utilisation. He said that hapu of Ruatahuna had sent reports to him and stated that the land from Te Waimana up to Ruatahuna and the east side of the Tauranga River valley generally were being evaluated for sale, lease, and agriculture. Numia said that the Ngati Manawa and Ngati Whare of the Te Whaiti district wanted partition, but it is unclear if this meant an internal partition of the Te Whaiti block to separate and define the interests of those respective hapu or a partition of the block from the jurisdiction of the committee. Either way, it seems that the Te Whaiti people were preoccupied with issues other than land leasing for the time being. In spite of Erueti Peene's and Ngati Tawhaki's earlier objections to leasing at Ruatoki, Numia told Carroll that Ngati Rongo and Mahurehure would sign their consent to 'transfer their interests' [that is, to lease] Ruatoki 2 and 3 blocks: 'Our resolve is that our hapus follow this plan in regard to each and every block. When they have been thus dealt with then [we will] proceed with the settling of persons thereon'.⁴⁵ According to Judge Browne of the Waiariki District Maori Land Board, who had visited Ruatoki with Mitchell to check the committee's progress, these local committees were 'unanimous' in their approval of the plans for the Ruatoki and Parekohe blocks, and it was clear that the general committee would adopt their reports without alteration.⁴⁶

These blocks were looked upon with particular importance. Situated at the entrance of the Urewera country and having convenient road access, they had been considered for some years as the blocks which would be settled first in this area. For that reason, Browne urged Numia to call a meeting of the general committee so that its endorsement of the block committee reports could be forwarded to the Minister without delay. Browne thought another reason which would motivate Numia to send in these block reports was the fact that Tuhoe were 'very anxious' to have a road formed along the banks of the Whakatane River from Ruatoki to Ruatahuna. Browne apparently told Numia that it was no use agitating for this road until some recommendation had been made by the committee regarding the settlement of the lands through which the road would pass:

This proposed road will run right through the centre of the Urewera Country and will be an absolute necessity as it is the natural outlet for all the back country and will, when made, go a long way towards opening the whole District, but that we think that the consideration of its construction should be deferred until the reports of the General

44. J Browne, president, Waiariki District Maori Land Board, to under-secretary, Native Department, 25 May 1909, MA13/91, NA

45. Numia Kereru to James Carroll, 3 May 1909, MA13/91, NA

46. J Browne, president, Waiariki District Maori Land Board, to under-secretary, Native Department, 25 May 1909, MA13/91, NA, p 1

Committee have been received with respect to the contiguous lands and some scheme adopted for their settlement.⁴⁷

Numia was obviously unclear as to the process by which the land was to be transferred by Tuhoe to the Waiariki District Maori Land Board, as he had also asked Carroll what he had to do to transfer it validly. The Native Department under-secretary replied that while they were pleased with the general committee's progress, they would prefer that the general committee send in the approved block committee reports as soon as they received them, presumably agreeing with Judge Browne that it was desirable to speed up the process of vesting the land in the board. There was no need to sign a formal transfer to the board, the under-secretary continued, but action could not be taken until the Government received the results of the general committee's deliberations.⁴⁸

8.7 POLITICAL PRESSURES ON THE GENERAL COMMITTEE

Those deliberations were to be frustrated as the general committee tried to deal with different groups' ambitions and intentions concerning the land, and as political developments threatened the committee's mandate.

While the general committee members had been gazetted in March 1909, there is evidence to suggest that this membership was altered by Ngata at following meetings shortly thereafter. Writing to Carroll in late June, Numia complained that Ngata appointed 14 of Rua's followers to the committee.⁴⁹ He described them as 'unsteady' and said that they would not sign 'the report'.⁵⁰ Numia's correspondence does not explain how it was that Ngata was able to achieve this arrangement; Numia, after all, had been the one consulted on the committee selection. The UDNRA 1896 did not have provisions for the replacement of committee members (and anyway, the election procedures outlined in that Act had already been bypassed) and it was not until the Urewera District Native Reserve Amendment Act 1909 was passed, that steps were formalised for the removal and appointment of members of the general committee. At section 12 of this Act, the Governor was empowered, for any reason he thought fit, to remove or appoint members of the committee and replace them with any other owner.⁵¹

However, at the date that Numia was writing, this Act had yet to be passed. While the legislative amendment itself seems to underline the trend away from the democratic structures outlined in the UDNRA 1896, Ngata's move must be seen as a

47. Ibid, p2

48. Grace to Numia Kereru, 7 June 1909, MA13/91, NA

49. Numia Kereru to James Carroll, 24 June 1909, MA13/91, NA

50. Presumably this referred to the resolutions of the general committee rather than local block reports. A possibility is that the 14 members Numia refers to comprised new block committees (which had a limited membership of seven), which refused to commit land under Numia's scheme; but it has been interpreted by others that this refers to the general committee itself, and this seems most likely to have caused the protests from Numia.

51. Their appointment was effective from the date of a notice published in the *Kahiti*.

response to Rua's popularity among Tuhoe. This would not, however, necessitate the appointment of Rua's supporters when they could have been elected. Numia's statement is a mystery, as a later report of the general committee suggests that it was at that meeting, that Rua and supporters were appointed (discussed below). Yet, an analysis of the committee members signing the report Numia referred to, show that the signatories do indeed differ from those members gazetted in March 1909, only three months earlier.

There were 12 signatories who were the same as those gazetted; four other signatories appear who were not: Wiremu Te Purewa, Wharepapa Peita, Teepe (or Tupe) Koura and Erueti Peene. Erueti, of course, was the person who wrote objecting to the commitment of Ruatoki 2 and 3 and Parekohe blocks for leasing in April 1908. These lands were now included in the current offer to the Government. Does his inclusion signal some attempt to coopt critics onto the committee, to try and achieve consensus? There were four members cited who would not sign the report: Te Wairau Tapuae, Tioka Hakaipari, Mika Te Wakaunua and Wharetuna Heremia. It is known at least that Te Wakaunua was a supporter of Rua and so it is likely that the other three persons were also Rua's men. Still, Numia said that Ngata had appointed 14 of Rua's supporters who would not sign; but the report itself has only four objectors.

Gazetted general committee members whose names do not appear on the report were: Te Wharepouri Te Amo, Paiaka Rakuraku, Te Waipatu Te Winitana (likely from Waikaremoana) and Rawiri Te Kokau (of Te Whaiti). A possible explanation of this confusing situation may lie in the fact that the general committee comprised only 20 members dealing with 34 blocks. It may be that some local block committees insisted on general committee representation when the matter of their land alienation was being considered; thus Erueti Peene found himself on the committee due to the resolutions regarding the Ruatoki and Parekohe blocks, and Te Winitana and Rawiri Te Kokau were not represented on this particular occasion because Waikaremoana and Te Whaiti lands were not under scrutiny. Another possibility is that the fourteen members appointed by Ngata make the difference between the 20 of the general committee and the 34 blocks which were originally supposed to be represented on that body. Perhaps Rua managed to negotiate a concession from Carroll and Ngata; he demanded effective representation on the committee and Ngata responded by making an ancillary committee from his supporters.

The report that Rua's supporters objected to was the one that Numia sent to Carroll along with his complaints about Ngata.⁵² This report outlined the resolutions of the general committee to commit land for leasing and to give land for roading, which both Rua's and Numia's supporters wanted dearly (referred to at sections 8.3.3 and 8.6). Numia and the general committee had obviously taken heed of the Native Department's directive that the road would be contingent upon committing adjacent lands for settlement, because the report directly addresses the matter. It seems likely, then, that Rua's supporters would not, or could not, agree to the leasing proposals of the rest of the committee, possibly because they had their own plans for the disposal

52. Numia Te Rua Kariata, chairman, General Komiti, Paiaka Rakuraku, and others, Taurarau, Ruatoki, 3 June 1909, MA13/91, NA

of the land, or because they objected to the principle of General committee disposal of their lands.⁵³ S Webster says the lands committed on this occasion did not comprise those of the Waimana basin where Rua sought to consolidate control but this does not seem clear, especially if they would not sign the report because it affected their lands.⁵⁴

Fisher, reflecting on recent developments, advised Carroll that it would be a good idea to send an official to identify the lands referred to in the general committee reports. He also observed that it seemed that many Tuhoe were 'in the dark' as to the general committee's activities, and needed to be 'enlightened' as to the adopted policy of settlement of their lands.⁵⁵ Given that indications of settlement of Tuhoe lands had been given as early as 1900, it seems distressing that many owners of the lands to be settled were not aware of Government intentions nine years later.

Numia continued to send Carroll the results of the general committee's meetings through late 1909. The reports Numia sent in September are interesting because they report on block committee meetings held in April of that year though it seems they were confirmed at a meeting in August at Whirinaki. Why did Numia delay sending in the Waimana land report? Possibly this had something to do with the fact that the Waimana lands were an epicentre of support for Rua, or because other chiefs in this area, such as Tamaikoha, had previously expressed distrust of the UDNRA 1896. Another reason, perhaps, is the fact that this is the first block report which recommended the sale of land. It refers to the settlement of the eastern part of Paraoanui block only, with 2000 acres earmarked for lease. A further 400 acres was to be sold and another 1000 acres was set aside for a papakainga.⁵⁶ Rua had, by this time, already made his offer of sale to Carroll; the issue of selling could no longer be ignored. Numia, then, must have hesitated to send the report until Ngata appointed Rua's followers and he could resist no longer.

Other block reports were tabled and approved by the general committee at the Whirinaki meeting: Ngati Manawa set aside an area of 1681 acres in their Tawhiuau block to meet the expenses of 'leasing and Government mortgage'.⁵⁷ At a following meeting at Rangitahi, 1000 acres of the Maraetahia block were committed for lease with the local committee noting that they wanted the bulk of the block to remain for development by the owners. The Otairi block was divided into sections, with allotted whanau sections as well as a papakainga. The general committee was given 1910 acres for leasing.

While Numia was duly supplying Carroll and Ngata with reports outlining local preferences concerning land utilisation, he also indicated that Tuhoe were far from reassured with the little they knew of Government plans for settlement. Numia

53. Which would be odd, given that one might expect membership to be an implicit endorsement of this right.

54. S Webster, 1985, p 21. I would have expected Rua and his supporters to have a strong interest in at least parts of the Otara, Parekohe, and Paraoanui North and South blocks. Possibly, checking the ownership lists of the committed blocks would shed some light on this, though it should be remembered that Rua was very influential at this time, and his supporters would have had much land, which they might have entrusted to him.

55. T Fisher to James Carroll, 17 August 1909, MA13/91, NA

56. This block report was signed by Rakuraku, Tamaikoha, Te Whiu, Te Hiko, and others: Numia Kereru and the general committee, 10 September 1909, MA13/91, NA

57. This was signed by Te Marunui Rawiri, Harehare, Harehare Ateara, and others.

referred to the meeting in March 1909 at Ruatoki, attended by Ngata, where Tuhoe 'with one voice' agreed that lands should be opened up for settlement. Ngata must have been heavily pressuring Tuhoe to commit to this resolution because Numia said that when Ngata left, the people cried 'We are done for'.⁵⁸ This ambivalence and fear had not receded by the time of the Whirinaki meeting, which was followed by discussions on the pros and cons of settlement. Numia reported these feelings to Carroll and Ngata, presumably to explain delays in the work of the committee, but was at pains to reassure the Government that he had persuaded Tuhoe that settlement was beneficial and that he was urging them to endorse the work of the committees.

Fisher, at least, remained unconvinced of Numia's reassurances. Passing the latest reports to Carroll, he commented that the general committee still did not seem to know what was required of it and he wanted 'something tangible' to be arranged as to what areas were to vest in the board. He suggested that Judge Browne of the Waiariki land board visit Tuhoe to sort this out as, Fisher went on, he feared that if left alone, the committee would not achieve anything.⁵⁹

8.8 THE UREWERA DISTRICT NATIVE RESERVE AMENDMENT ACT 1909

The Stout Ngata Native Land Commission had recommended that the Urewera titles, in spite of needing proper survey, were 'far advanced enough to allow of the Native Land Court exercising jurisdiction in partition, succession and other cases'.⁶⁰ This was another of the commissioners' suggestions taken up by the Native Minister. The Urewera District Native Reserve Amendment Act 1909, then, extended the Native Land Court's jurisdiction to the Urewera district.

This Act, then, provided for the conversion of the Urewera commissioners' orders into freehold orders of the Native Land Court which were registrable under the Land Transfer Act 1908. Ngata said that the amending Act was needed because the definition of 'native land' in the Native Land Bill (of 1909) meant that all land in the Urewera was technically customary land. The Native Land Court could exercise jurisdiction with respect to all land matters save that the consent of the Governor in Council was required for orders in respect of partition and exchange of interests. This satisfied Carroll and Fisher's plans of removing general committee control over matters of land title and meant that the Appellate Court could finish work on the Urewera appeals (as discussed at section 7.4). The extension of Native Land Court jurisdiction to the Urewera must have been unpleasantly surprising for many Tuhoe, given their opposition to the court in previous years. Added to the extensive costs of the Urewera commission would be the expenses associated with any applications to the Native Land Court (which presumably would not have been an issue if undertaken by the general committee, with the exception, perhaps, of surveys). Numia's request that the general committee be enabled to determine internal hapu

58. Numia Kereru to James Carroll and Apirana Ngata, 10 September 1909, MA13/91, NA

59. T Fisher to James Carroll, 1 October 1909, MA13/91, NA

60. AJHR, 1908, G-1A, p 1

and family boundaries seems to suggest that he anticipated that at least some of these functions would be rightfully carried out by Tuhoe themselves.

Further research, however, would be needed to conclusively establish whether Tuhoe were consulted by Carroll on the matter of Native Land Court jurisdiction and what the general Tuhoe consensus on the extension of jurisdiction actually was. At about the same time, for example, Numia and Te Pouwhare also wrote to Ngata and Carroll asking for the Native Land Court to partition the Kohuru–Tukuroa block; perhaps they recognised the utility of some sort of mediatory influence in controversial situations like partitions. Fisher replied to this request by urging Numia and Te Pouwhare to consider what was to be done with the land. If they were to offer the block for settlement then he suggested it might be preferable to vest the land in the board rather than pay the Native Land Court for survey and partition.⁶¹

Ngata, when introducing the Amendment Bill in the House, stated that settlement in the area was to be promoted and that he expected the Crown would shortly be able to purchase between 80,000 and 100,000 acres of land in the Urewera. He then went on to say that:

Three weeks ago a deputation representing a majority of the owners of the Urewera country waited upon the Native Minister, and asked that the Crown should undertake the purchase of land, and they mentioned that the area they would be prepared to sell would not be less than 80,000 acres, and possibly would be as much as 100,000 acres. The area they proposed to the late Native Land Commission for leasing amounted to 128,000 acres, since increased to 150,000 acres.⁶²

Indeed, he announced that the Act made ‘extended provision for alienation’. This is a key statement on Ngata’s behalf, as it expounds the intention to buy rather than just lease land in the Urewera. To facilitate this anticipated purchase, the 1909 amendment Act empowered the Governor to vest lands in the Maori land boards for either sale or lease (noting that the 1908 Act mentioned above provided for the vesting of Tuhoe land for lease only). The Act emphasised, however, that this process was still to be undertaken with the prior consent of the general committee. This Act also provided for the Maori land board to issue timber cutting licences; again the prior consent of the general committee was necessary.

It seems quite unlikely that the delegation Ngata referred to were as representative of Tuhoe opinion as he had implied. Only the year before, Numia had told Stout and Ngata that Tuhoe preferred to lease their land. Further, the Government had received a report from the general committee of a hui held on 26 May, at which the block committees had dedicated just over 43,000 acres for the stated purpose of discharging the encumbrances on those lands.⁶³ The lands comprised portions of blocks situated along a route where Tuhoe proposed an arterial road be built, connecting Ruatoki

61. Numia Kereru and Te Pouwhare to Apirana Ngata and James Carroll, 20 May 1909, AJHR, 1908, G-1A, p 1; T Fisher to Numia Kereru and Te Pouwhare, 8 June 1909, MA13/91, NA

62. Apirana Ngata, 21 December 1909, NZPD, vol 148, p 1386. The reference to a previous offer of 128,000 acres is probably erroneous, since the Native Land commissioners stated they were offered only 28,000 acres.

63. Numia Te Rua Kariata and the Tuhoe general committee, 3 June 1909, MA13/91, NA

with Ruatahuna and then Waikaremoana. The general committee evidently believed that two lease terms of 21 years would be sufficient to pay for the charges due on the blocks.⁶⁴ Webster has suggested that Tuhoe misled Ngata as to the extent of settlement they were prepared to tolerate, whereas in fact their real concern was to secure limited leasing in order to finance roading which was sorely needed for the development of the region.⁶⁵

This could be the reason why Ngata promoted the delegation which visited Wellington as representative of Tuhoe wishes. This group, most likely led by Rua Kenana and his supporters, offered Ngata another choice: the chance to purchase the freehold of Tuhoe land which had never been offered before, and which was unlikely to be sanctioned by Numia. Moreover, this group was offering to alienate far more than 43,000 acres.

It was certainly an offer which was greeted with enthusiasm by settler representatives in Parliament, who made the point that the offer would open the way for larger areas in that block being available for Pakeha settlement. MacDonald, representing the Bay of Plenty, stated:

There cannot be any doubt that this large block of land – some 600,000 acres – has been a great bar to settlement of the sparsely populated Whakatane and other adjacent counties. The settlers there have undergone very great hardships in connection with the blocking of land settlement in that district by the unopened Native areas. . . . All that land will be available for dairying or pastoral purposes, and will soon be brought into profitable occupation. It will be only fair to the settlers who have been there so long, and are now paying the local and general rates and maintaining the roads, that this land should be brought into production, and so be made to bear its fair proportion of the local rates. The work of those settlers has greatly enhanced the value of the whole of the Urewera Block. Some of it is very valuable land, and will well repay the money spent on it; but it should bear its fair share of the local taxation.⁶⁶

Herries in fact noted that much of the Urewera country was ‘very rough’ and he hoped the Government would purchase in an area where settlement could in fact take place, not on the ‘mountain tops’.⁶⁷ Again, the Ruatoki valley across the confiscation line was given as an example of a place where a large number of Pakeha could be closely settled. Ngata had also acknowledged that the country had yet to be properly explored and reported on, consequently he was unable to say whether the whole of the area to be purchased would readily be made available for settlement. ‘Probably’, he continued, ‘the bulk of it would be put on the market on the small-grazing-runs system’.⁶⁸

64. There is some confusion as to what ‘encumbrances’ this report refers to: I have already suggested that the Government was charging Tuhoe with the expenses and surveys associated with the Urewera commissions (vide The Urewera District Native Reserve Amendment Act 1900), but S Webster suggests that Tuhoe were offering lands to lease to pay for the road they wanted: see Webster, 1985, p 17.

65. Ibid, p 18

66. MacDonald, 21 December 1909, NZPD, vol 148, p 1387

67. Herries, 21 December 1909, NZPD, vol 148, p 1387

68. Ngata, 21 December 1909, NZPD, vol 148, p 1387

In contrast to the enthusiastic acknowledgement of the opportunities for European settlement presented by the Act, the fact that it also provided for the Maori settlement of Maori land was barely noted by the Assembly. Ngata said, in relation to section 8, that it would promote ‘settlement on their lands by the Natives themselves’, but statement did not provoke any debate from either Herries or Macdonald, the only Opposition politicians who addressed the Bill in Parliament.⁶⁹ Section 8 of the Urewera District Native Reserve Amendment Act provided for Urewera land to be brought under part XVI of the Native Land Act 1909, with the consent of the general committee. Land subject to this part of the Native Land Act was inalienable, except by lease through the Maori land board, or with the consent of the Native Minister, or by a resolution of assembled owners (s 298). Section 301 provided for leases to beneficial owners, or other Maori but not to Europeans. The leases were not to exceed 50 years, and the terms of the lease were to be determined by the Maori land board. Rents from such leases were to be directed in the first instance to the costs of administration, rates, taxes, and so forth with the residue being given to the owners of the land (s 313).⁷⁰

But Ngata also made it plain that settlement was not the only scheme he envisaged for the Urewera country. Referring to the costs incurred by the Government for the Urewera commission and accompanying surveys (which under the 1900 amendment Act, were to be borne by Tuhoe anyway), he also added that the Government had spent a good deal of money extending the Rotorua–Galatea road to Ruatahuna recently for the purpose of opening the country to tourism. This apparently was to be used as an inducement for Tuhoe to donate land for a National Park:

I have no doubt that if the Ureweras are properly approached they would consent to the reservation of a large tract of country between Lake Waikaremoana and Ruatahuna Valley for a national park similar to the Tongariro Park, and that would reserve for all time that interesting portion of country leading over the Huiarau Range.⁷¹

It has to be questioned whether Tuhoe were informed of Ngata’s expansive plans for Urewera lands as it subsequently became clear that they had not been consulted by Carroll or Ngata when the 1909 legislation was drawn up. This can be inferred from the fact that the Minister received objections to several aspects of the Act in a report from the general committee in March 1910.

Specifically, the general committee objected to sections 9 and 10 of the Act, which related to the granting of timber licences. The Act stated that the Governor in Council could empower the Maori land board to grant timber cutting licences for Urewera land, subject to the consent of the general committee. The licences could be granted by auction, tender, or under private contract for a maximum of 30 years, and ‘could be granted on such conditions and in consideration of such payments by way of royalty or otherwise as the Board [thought] fit’. The board was able to confer on the

69. Ibid, p 1386

70. Records consulted by this author do not suggest that any Urewera land was brought under part XVI of the Native Land Act 1909, but I am unsure of this.

71. Ngata, 21 December 1909, NZPD, vol 148, p 1388

licensee such rights over the land deemed necessary or expedient for the purpose of the licence (presumably this meant rights of access, erection of structures, and so forth). The board was to hold all the revenue derived from the licences in trust, taking administration costs incurred before distributing the money among owners in accordance with their interests in the land.

The issue of timber licences had been a live issue in Tuhoe debate for some time, as instanced by correspondence from Te Whaiti to Carroll in preceding years. The timber was one of the few revenue earners at Tuhoe's immediate disposal, so perhaps it is not surprising that the general committee had its own ideas as to how the licences were to be managed. Their preferences were outlined in their report to the Minister and, essentially, they reserved more control to the general committee than had been provided for under the Act. Whereas the 1909 legislation envisaged merely an initial consenting role for the committee, with the process then in the hands of the board, Tuhoe's own proposals anticipated an active management role for the committee with the board functioning as its agent in putting the licences on the market and distribution of the revenue. It is a telling point, perhaps, that Tuhoe explicitly stated how much they were prepared to pay in administration costs; the Government about-face on the Urewera commission and survey costs must have made Tuhoe especially wary of the matter:

Re 'The Urewera District Native Reserve Amendment Act, 1909', that section 9 and section 10 thereof be considered with a view to their being struck out and replaced by the following:—viz

That the Runanga (ie, the meeting of the Maoris) Maori [sic] hand over lands of Maori owners subject to the consent of the General Committee.

The General Committee to panui (ie advertise) the name of the land (block), the area thereof and the price (royalty) of each (different kind of) timber (to be paid for either by the acre or per hundred feet) and then submit same to the Board. The Board to put same on to the market. The General Committee to sit with (not less than) four (4) members (present) together with the lessee to settle the terms and conditions (of the lease).

The Board to pay out the money (ie royalties and rents) to the owners of the land. The Board to take one shilling (1/-) out of each (or every) hundred pounds to defray its expenses.

Twenty one years to be the term of lease. The lease not to apply to the land (ie not to be a lease of the soil but only of timber cutting rights).⁷²

It is not at all clear what 'Runanga Maori' the general committee was referring to; perhaps it meant an assembled meeting of owners, or maybe it meant the local block committees. Either way, it was a body independent of both the Government and the general committee that was to make the first decision to commit land for timber cutting. Perhaps this concession was necessary because of pressure applied by groups such as those at Te Whaiti who demanded the local control of their resources.

72. Numia Kereru and all the committee to Minister for Native Affairs, 16 March 1910, MA13/91, NA

8.9 TAINGAKAWA AND THE GENERAL COMMITTEE

Numia also related more alarming news to Carroll in the same report: Waipatu Winitana, Mehaka Tokopounamu, Tupara Tamana, and Hori Aterea had resigned from the general committee. The reason given for their resignation was that they had signed the 'ture' of Taingakawa, together with some of their respective hapu.⁷³

Tana Taingakawa was the former premier of the King movement who led a protest movement for a separate Maori government under the Treaty of Waitangi. The ture referred to was Taingakawa's petition to King Edward VII which criticised the undermining of the Treaty of Waitangi by successive parliaments and legislation. The petition was directly critical of Apirana Ngata's policies and current land laws which had been 'expressly enacted for the purpose of plundering and otherwise forcibly taking the small residue of lands remaining to us'. Claudia Orange notes that the Urewera was one of the few centres of support for Taingakawa, which she attributes to the Tuhoe 'isolation [which] had delayed the pattern of government intrusion and Maori adjustment'.⁷⁴

Tupara Tamana wrote to Carroll explaining that the appeal of Taingakawa lay in the fact that he offered the restitution of Tuhoe confiscated lands as well as the control of their remaining lands, promised under the Treaty.⁷⁵ Significantly, Rua Kenana also became a supporter of Taingakawa in early 1910, as did many of his own supporters. What did it say about Tuhoe at this time that a probable majority were prepared to commit to leaders such as Rua and Taingakawa? There were similar themes of autonomy and independence in both their ideologies and, in Rua's case, this was supplemented by a familiar recourse to the isolationism which Tuhoe had previously adopted. It seems that appealing to Tuhoe ideals of independence struck a nerve in the popular Tuhoe consciousness at this time, and the question must be asked how this impacted on Tuhoe attitudes to the general committee. Did their positive support for Rua and Taingakawa reflect a generalised dissatisfaction or lack of faith in the committee? It could be that the general committee's policy of cooperation with the Government appeared to be non-productive, even dangerous, to many Tuhoe. Perhaps they did not trust that Numia's tactics would assure to them control over their lands for much longer. Certainly, Numia and the committee were focused on the matter of the utilisation and settlement of Urewera lands and were not making any promises to pursue the issue of Tuhoe's confiscated territories.

It is interesting that Tupara Tamana would later write to Carroll complaining that he had not in fact signed Taingakawa's petition, that he had been 'wrongly blamed' and thrown off the committee.⁷⁶ It certainly invites the question as to how voluntary the resignations of Taingakawa's supporters were or whether Numia and others had

73. It was decided by the committee that Te Amo Kokouri would succeed Mehaka Tokopounamu, Paora Rangiaho would replace Tupara Tamana, and Turei Tiakiwai would replace Hori Aterea, but no replacement was offered for Waipatu Winitana. Another committee member who had died, Paora Tangohau, was to be succeeded by Hira Tangohau.

74. Claudia Orange, *The Treaty of Waitangi*, Wellington, Allen and Unwin, 1987, p 228

75. Tupara Tamana to James Carroll, 3 February 1910, MA13/91, NA; Tupara Tamana to James Carroll, 5 February 1910, MA13/91, NA

76. Tupara Tamana to James Carroll, not dated, MA13/91, NA

‘purged’ the committee, as Webster suggests.⁷⁷ This does in fact seem a likelihood, because those hapu who supported Rua and Taingakawa began to lease their lands in an unmistakable challenge to the authority of the committee. They stated that they:

had taken hold of the Treaty of Waitangi, which has reached us, – the articles in which have been adopted by us in regard to ourselves, our lands, our cultivations, and all things belonging to us, so that their General Committee laws will in no way apply to us. We wish to retain to ourselves the power to lease our cultivations (clearings) to Europeans . . . The General Committee have announced that the power to lease our cultivations lies with them . . . If you confirm it we will never consent, never, never.⁷⁸

This letter was signed by Hori Ateara, Apihai Hauraki, and Anaru Te Ahikaiata on behalf of the Ngati Koura, Tawhaki, and Te Urewera hapu. The matter of leasing was also picked up by Tupara Tamana, who told Carroll that hapu were leasing to Pakeha for terms of three to eight months.⁷⁹ According to Tupara, first Ngata ‘condemned’ the leases and then the general committee forbade them but Tupara argued that the leases were a means of ‘sustenance’ and were needed ‘to maintain us’. Another reason he thought the leases were disallowed was that Ngati Koura did the leasing and Ngati Rongo and the general committee were ‘envious’.⁸⁰ Tupara linked the argument with the ongoing appeals of the Urewera commissioners’ orders, saying that the committee had sent a letter of dissent against the appeals because those hapu lodging the appeals had signed Taingakawa’s petition.

Numia, then, was in the position of having to appeal to Ngata and Carroll for support in the face of such open attempts to undermine the committee. He asked them to stop the illegal leasing and to devise some land use policy which would unite Tuhoe and stop the destructive quarrelling. Significantly, he identified the lack of formal regulations for the operation of the committee as a problem and asked that these be gazetted.⁸¹ Presumably, Numia needed these regulations to define the respective powers of the local and general committees and to provide some guide for dispute resolution.⁸²

Ngata and Carroll, in fact, had already defended the exclusive right of the general committee to alienate Urewera land the month before, when Rua Kenana had apparently repeated his offer to sell land on the proviso that he controlled the sale process. P Webster suggests that Rua had never properly understood the implication of the 1896 Act which meant that only the general committee could sell land. Whether this is true or not, Rua clearly understood that Carroll and Ngata would not publicly circumvent the committee process, and this caused him to withdraw his offer of sale:

77. S Webster, p 25

78. Hori Ateara, Ngati Koura Katoa, Apihai Hauraki, Ngati Tawhaki katoa, Anaru Te Ahikaiata, Te Urewera katoa to Carroll, 13 March 1910, MA13/91, NA

79. Tupara Tamana and others to James Carroll, 11 March 1910, MA13/91, NA

80. This hapu rivalry was apparently exacerbated, according to Tupara, by the general committee saying Ngati Koura, Tawhaki, and Te Urewera were ‘meat for Waikato’ (a reference, possibly, to the help Tuhoe gave the Kingitanga during the war).

81. Numia Kereru and the general committee to James Carroll, 16 March 1910, MA13/91, NA

82. When these regulations were gazetted, in September 1909, they were merely procedural rules for the committee’s meetings.

Referring to the 100,000 acres of Tuhoe lands which I offered as requested. I, that is to say all of us, have now seen the Interim Report of Sir Rob Stout & A T Ngata, Native Land Commissioners, for the Urewera District, of the 13th March, 1908, G-1A, in which the following paragraph occurs: 'The General Committee has power to sell portions of land to the Crown for such purposes'. Now, that paragraph is not incorporated in the Urewera District Native Reserve Amendment Act, 1900.

O Minister of Native Affairs, I apprehended that the matters or proposals which I discussed and laid before you have been entirely altered. Secondly, in the Auckland Star of the 3rd February, you are reported as having stated that: 'The Urewera people are handing over 100,000 acres of land to Government for sale'. It appears clear to me from this that the General Committee possesses the power to sell that 100,000 acres; what I object to is that the mana goes to others. (That is to the General Committee, and is not retained by Rua – Translator). I therefore ask you to hand back to me all of my former proposals intact.

That is all, Rua Hepetipa, and all the Israelites.⁸³

Whatever reservations Carroll and Ngata might have had about the general committee, they were in no position to negotiate land sales without going through this structure; the veto on alienation being the last significant power reserved to it. If the Government was to accept the offer from Rua, and it seems it was eager to do so, it had to find a means to legitimise the process. One solution, then, was to place Rua on the committee itself.

Ngata conceded that Rua had to be brought onto the general committee if it were to function.⁸⁴ He attended a crucial meeting of the general committee in May and somehow persuaded Rua to attend under the chairmanship of Numia Kereru. Rua formally moved that some of his people be appointed in place of those members who had died or resigned and this motion was passed. Two other committee members asked to be allowed to resign and their resignations were accepted.⁸⁵ Once the extra vacancies had been made, Ngata himself then moved that five members of the general committee be appointed from Rua's followers.⁸⁶ They were Rua, Paora Kiingi, Wiremu Te Purewa, Teepa Koura, and Akuhata Te Hiko. This was passed with the assent of the chairman who can only have been infuriated that Rua had managed to penetrate Tuhoe's governing body.

As soon as he had been appointed, Rua moved that the land (which he had already offered to the Government and withdrawn), be offered again and this motion was seconded by Paora Kiingi, who explained that 'the whole' of Rua's people agreed to it.

83. Rua Kenana and the Iharaira to James Carroll, 15 February 1910, MA13/91, NA

84. Binney, Chaplin, and Wallace, p 40

85. As stated above, the minutes of this meeting are somewhat inconsistent with prior general committee reports sent to Carroll. For example, the members who resigned at this meeting were Mehaka Ruka (Tokopounamu) and Hori Ateara, who were notified as resigned in the March 1910 report. Also, Tupara Kaaho (Tupara Tamana) appears as a committee member but had complained of being removed. In addition, Numia had previously complained of the appointment of 14 of Rua's followers, whereas these minutes indicate this was the crucial meeting at which Rua penetrated the committee.

86. It is interesting that a member of the Government was able to make such an important motion in the forum of what was meant to be a tribal governing body. The fact that regulations for the procedure of the committee had not been issued probably facilitated this.

According to the brief minutes of this meeting, Rua moved to sell the Maungapohatu and Tauranga blocks (at 12 and 15 shillings per acre respectively) with Te Whiu moving to sell the Otara block (at £1 per acre) and Netana Whakaari moving to sell the Paraoanui North block (for 17s 6d per acre). Webster adds that getting Rua to propose these particular motions netted the required impression that the mana of the sale was his.⁸⁷

Paora Kiingi stated that all of Rua's people were for the sale of these Waimana valley lands but the Government would have been aware that not all of the Waimana people were Rua's followers. The chief Tamaikoha exerted a lot of influence in this area, and in May 1907, when the Government had attempted to buy some adjacent Waimana and Tahora block subdivisions held by Tuhoe outside of the Urewera reserve boundaries, the purchasing officer reported that Tamaikoha declined to sell any of his land and forbade any of his people to do so.⁸⁸ The reason given for this rebuff was that: 'Too many Europeans have been amongst them trying to get leases of their lands'.⁸⁹ In other words, the purchase officer was suggesting that these Tuhoe preferred to lease privately. If this was the case, it may have been that Tamaikoha would not have been pleased with offers of sale of extensive amounts of Waimana land to the Government, especially as the block committee report which Tamaikoha had signed in April 1909 had only committed a small amount of land for actual sale (as opposed to lease) (see sec 8.7).

This was a critical meeting because this was the first time that the general committee had ever assented to a large-scale land sale. It would be interesting to know what pressures Ngata brought to bear on Numia and other committee members in the weeks leading up to this hui. Whatever persuasive tactics Ngata employed, they were underlined by the undoubted fact of Rua's popularity among Tuhoe generally. While the manner of Rua's appointment to the general committee was questionable, if necessary in Ngata's view, the fact that Rua and his supporters managed to pass resolutions for sale must have posed a dilemma for Numia. He had strived to uphold the general committee as the rightful authority to administer and alienate land in the Urewera, and Rua had managed to pass resolutions for sale through the committee in a legitimate manner with Ngata's blessing.

After the general committee had passed the motions for sale, Ngata then asked what 'the Government members' intended doing about leasing, suggesting that it was only Rua and his supporters who were as yet prepared to sell land. Numia and the committee had already asked Carroll in March what had happened to the leasing proposals they had sent to him in June 1909 so it is not clear why Ngata seemed to assume the onus was still with the committee to make some progress on leasing. Possibly, this question arose in the context of discussing those hapu who refused to let the committee lease their lands, and Ngata was inquiring what could be done about

87. P Webster, p 234

88. Tamaikoha had already sold some of the Waimana block to Captain Swindley in 1885, so presumably he was refusing to sell any *more* of his land.

89. 'Maori Land Purchase Operations (Report under 'The Maori Land Settlement Act, 1905', for the Year Ended 31st March, 1907)', AJHR, 1907, G-3A, p 7

the situation. Numia responded in very vague terms that ‘something would be done in that matter’ then offered, ‘under the authority of his own party interested’ to lease 2,000 acres of Ruatoki 2 block. Again, this land had already been offered for lease by the committee in June 1909 and it is not clear why this land had not been vested in the board, though the fact that several hapu were located in single blocks and had to come to a common arrangement as to which land was to be leased may have been an issue at Ruatoki and probably elsewhere.

8.10 VALUATION OF WAIMANA VALLEY LANDS

Soon after receiving the general committee’s consent to sell the Otara, Paraoanui North, Tauranga, and Maungapohatu lands, Andrew Wilson, the district surveyor, was dispatched to the Urewera to conduct a valuation of the blocks.

It is clear from his report to the chief surveyor that Wilson assumed extensive Pakeha settlement of the Urewera was to occur and his first concern was to assure the Government’s costs would be limited as this settlement took place. Specifically, Wilson addressed the matter of roading and the costs involved in opening these hitherto inaccessible lands, from the point of view of saving the Government money while assuring access to as much land as possible:

I have an idea that if the Government acquire [sic] isolated blocks within the Rohepotae in odd pieces here and there, and *as the Natives will only sell until they acquire sufficient money for their present requirements*, and also for certain, great pressure will be brought to bear on the Government to start constructing roads and organising a settlement scheme. This would be a big mistake, as they would have to construct roads through large areas of Native land enhancing its value, and would later have to pay an increased price for the same land, made more valuable by our own road . . . if the Government act up to what he [Rua] expects [if they only purchase in the four blocks offered] they will have to construct 30 miles of road to give access to 34,000 acres, while if the whole valley was acquired, the same length of road would give access to 90,000 acres. [Emphasis added.]⁹⁰

With this in mind, Wilson attempted to convince Tuhoe of the sense of selling all of the land along the proposed road route from Waimana to Maungapohatu, stating that if this land was offered, the Government would be able to afford a better price as the relative cost of the roading would be reduced. Wilson said that ‘all the Natives’ admitted the justice of the scheme and that Numia Kereru asked Wilson to prepare a scheme and value the adjacent Whakatane valley. These lands, in fact, comprised those offered for lease by the committee exactly a year before. While Tuhoe apparently wanted to reserve their settlements along this route, they were prepared to give the Government ‘full power over the land they reserve with respect to roads’.⁹¹

90. Andrew Wilson to Chief Surveyor Auckland, 30 June 1910, MA-MLP1 1910/28/1, pt 1, NA, pp 1–2

91. *Ibid*, p 3

The Waimana valley, being largely rolling hills and slopes, was described as 'promising grazing and sheep country' with parts suitable for dairying. Wilson therefore considered that the road would be easily put through the valley, there being a few bluffs but 'no engineering difficulties'. The land closer to Maungapohatu was covered in mixed bush, with just enough timber 'to form a valuable convenience to settlers' but not enough to be described as a timber asset. No mention was made of any specifically Maori values that could have been attributed to the land, in terms of either resources or other qualities.

The individual blocks were valued thus: Parekohe, Otara, and Omahuru blocks at 20 shillings per acre; Paraoanui North and Paraoanui South blocks at 17s 6d per acre; Tauwharemanuka block at 15 shillings per acre; Waikarewhenua and Maungapohatu blocks at 12 shillings per acre. Wilson considered that the land would be 'rushed' at 40 shillings per acre and cautioned that the matter should receive urgent attention 'while the Natives are in the humour to sell'.⁹²

8.11 FURTHER COMMITMENTS FOR SALE AND LEASE

Following the undertaking to sell lands in the Waimana River valley and Maungapohatu, the general committee was summoned by Rua Kenana to another meeting, where the future of the Waikaremoana, Te Whaiti, Ruatoki 2, and Ruatoki 3 blocks and the Tauranga and Maungapohatu lands was discussed.

As usual, the account Ngata received of this meeting was brief and cryptic but it does seem clear that the proposed sales had provoked another crisis within the committee, as Numia reports that they discussed the removal of the above blocks from the Urewera reserve and the assumption of Native Land Court jurisdiction over them.⁹³ Noticeably, these were the areas where there had been a history of opposition to Numia Kereru and the general committee, as we have seen.

Rua and his supporters reported the wishes of a 'runanga of the owners of the land' who wanted to commit further land from the Maungapohatu block for leasing. Rua 'with his own hands' handed over 1000 acres of the block for leasing and another 1000 acres for farming. This was land to be located in the southern portion of the block in addition to that land already sold. Apparently, Rua had already agreed to Wilson's proposal to sell further lands in the Waimana River valley, and Numia reported that a meeting would be held at Waimana to get the necessary consents for sale from the 'various sections of those tribes'.

Another important development at this meeting was that Mate Kuare and Wharepapa Whatanui of the Te Whaiti block offered, 'out of the Ngati Whare portion

92. Presumably, meaning settlers would 'rush' to buy the land. Wilson added that he thought that, when grassed, the land would be worth £5 per acre and estimated that the cost of taking the land to that stage would be as follows: grassing, 40 shillings; roading 10 shillings; survey and administration, 5 shillings; building, 10 shillings; fencing, 10 shillings, producing a total of £3 15s, which left a prairie value of 25 shillings per acre.

93. Numia Kereru, chairman, general committee, to Apirana Ngata, 28 June 1910, MA-MLP1 1910/28/1, pt 1, NA. The discussion of this matter was postponed for another meeting to follow.

of the block', 12,000 acres at the north of the block for lease to Maori and 6000 acres at the southern end of the block for sale to the Crown.

Other reports were received from Ruatahuna hapu; Ngati Kuri offered 500 acres for settlement on the eastern side of the block and 500 acres for farming at the northern end; Ngaiteriu committed 600 acres for 'Maori occupation' and 400 acres for a papakainga.

The committee later noted that it had declined to accept the minutes of the Te Waiiti (Ruatahuna) meeting of June 1910, owing to the motions of that meeting not being in order as 'the home people differed from and objected to the proposals of lease to the Maori and as to the Papakainga proposed at the meeting in question'.⁹⁴

What does this mean? Were some block committees considering areas to be worked, or leased, by Tuhoe instead of lands which could be settled by Pakeha? In a later account of the meeting, it was reported that the Ngaiteriu had decided that '600 acres of the Ruatahuna block be leased to that tribe, and that 100 acres of the same block be allowed that tribe as a Papakainga'.⁹⁵ Given that Tuhoe were meant to be paying off encumbrances to the Government by leasing land to settlers, this would have indeed frustrated Ngata. These few reports indicate, too, that leasing was being agreed on a hapu, rather than on a block, basis.⁹⁶

Numia called a meeting at Waimana, as he had promised, to discuss Wilson's proposal on 25 August 1910. The local block committees had met and approved the plan and so conveyed their consents to the general committee. Te Whiu asked that Waikarewhenua block be sold to the Government for 12 shillings per acre; Hauwaho asked that Tauwharemanuka block also be sold for 15 shillings; Te Paire asked that Paraoanui South be sold for 17 shillings per acre and Omahuru block for 20 shillings or £1 per acre. The committee endorsed these offers for sale at a following meeting where Mika moved the sales and Rua and Te Whetu seconded them.⁹⁷

On 26 October, another general committee meeting was held at Tauarau, Ruatoki. At this meeting, it was agreed that 5000 acres of the Parekohe block were to be leased to the Government, with two areas at Waimana and Ruatoki, totalling 400 acres, reserved as papakainga. Other areas at Te Pohue and Tarupua, likely to be settlements, were also reserved. It was suggested by Te Pouwhare that the area to be leased be sited on the east side of the block, where the road would pass. However, it was also agreed at this meeting that the balance of the block be sold to the Government, upon the suggestion of Te Hauwaho and the block committee. Again, Te Mika moved the resolution, and it was seconded by Rua. The committee also accepted and passed a resolution from the Karioi block committee that this land be sold, and there was no accompanying directives concerning leasing or papakainga. Perhaps this worried Turei Tiakiwai, as he moved that the committee should reserve 600 acres as a papakainga for those who were not prepared to sell, but the committee decided it

94. Numia Kereru, Wiremu Te Purewa, Akuhata Te Kaha to Native Minister, 4 November 1910, MA13/91, NA

95. Numia Kereru, chairman, general committee, 28 June 1910, MA-MLP1 1910/28/1, pt 1. This differs slightly from the original minutes of the Te Waiiti meeting.

96. Aside, of course, from Rua's commitments which had cross-hapu support.

97. Numia Kereru, chairman, general committee, not dated, MA-MLP1 1910/28/1, pt 1

would wait and see how many non sellers there were before committing an area to be reserved.⁹⁸ It was later noted by the committee that there were as yet no Government valuations on these blocks.

These sales were confirmed by the committee, again, at their final meeting of the year, at Waikirikiri on 12 December. Apparently, there were further motions for land sales, but Numia moved that these not be read, as he had received a letter from Ngata telling the committee to ‘defend (“Waiho”)’ the sale of Parekohe to Maungapohatu.⁹⁹ Presumably this meant Ngata wished to concentrate on the Waimana valley sales for the time being, as other lands had not yet been valued. Possibly, the other motions for land sales referred to are those made by Rua and his supporters to Ngata in August.

8.12 THE BREAKING OF THE GENERAL COMMITTEE

Rua and his supporters apparently visited Wellington that month and offered to sell their shares in the Ruatoki 1, 2, and 3, Waipotiki, Karioi, and Whaitiripapa blocks, asking for £10 advances on their interests. These blocks were situated in the Ruatoki valley, at the northern end of the reserve and contained some of Tuhoē’s best agricultural land, as well as bearing a good proportion of the population.

It was an offer which clearly interested Carroll and he immediately instructed that Mr Wilson should wire him an estimate of the value per acre so he could safely make the required advances, and that Wilson was to properly report upon and value the blocks as soon as possible.¹⁰⁰ He also asked that the meeting of the general committee, which was planned for 25 August to discuss Wilson’s plan for the Waimana valley, be postponed. Carroll does not say why he wanted that particular meeting postponed and it went ahead anyway, but it is possible he wanted to prevent Rua’s offer being made public at the meeting.

He certainly did not need this time to mull over the offer as only five days later, on the eve of Rua’s departure from Wellington, Carroll noted that the Native Land Purchase Board had authorised the advances being made to Rua. It was also noted that ‘a general authority’ to acquire the blocks was necessary in view of Ngata’s impending visit to the Urewera.¹⁰¹

Whose general authority? It seems most unlikely that Numia and the general committee had been informed of Rua’s offer of the Ruatoki valley lands, and in view of the fact that this was also Ngati Rongo and Mahurehure turangawaewae, it would surely have been a most contentious offer.¹⁰² Carroll, therefore, cannot have expected that the general committee under Numia would have approved purchasing in these

98. Minutes of general committee meeting, Tauarau, 26 October 1910, LS226, box 2, folder 4, LINZ, Heaphy House, Wellington

99. Numia Kereru, Wiremu Te Paerata, Akuhata Te Kaha, 21 December 1910, MA13/91 (also reproduced in MA-MLP1 1910/28/1 pt 1, NA)

100. James Carroll to Under-Secretary of Lands, 17 August 1910, MA-MLP1 1910/28/1, pt 1, NA

101. Apirana Ngata to James Carroll, 22 August 1910, MA-MLP1 1910/28/1, pt 1, NA

102. Of course, this comment is exclusive of the Karioi block, which was approved for sale by the general committee at its 26 October meeting. Still, this was two months after Rua had made this offer to Carroll.

blocks, not having received recommendations to that effect from the block committees, and especially as Numia was still talking about leasing Ruatoki lands. In addition, these lands did not seem necessary for the road Numia wanted through Ruatoki.¹⁰³

Carroll was in fact referring to the authority of the Native Land Purchase Board, which gave its approval to purchase in Ruatoki 1, 2, and 3, Waipotiki, Karioi, and Whaitiripapa blocks on 12 September.¹⁰⁴ The significance of this cannot be stressed enough; here was the Government clearly circumventing the UDNRA 1896 process in approval of alienation of interests. The general committee's mandate to alienate land had been their real power and negotiating chip in their relationship with the Government, and the general committee structure had been the only way in which some form of collective authority and decision making, to promote the interests of Tuhoe as a whole, could be maintained. By dealing with Rua and other individuals, Carroll signalled that the Government would no longer recognise a collective, tribal authority over Tuhoe lands. This decision on Carroll's part was crucial, because it ushered in an extended period of purchase of individual interests in the Urewera 'reserve' (discussed at length in the following chapter). The issue of leasing was barely mentioned again.¹⁰⁵

8.13 THE FIRST PURCHASES

The final negotiations for the sale of the Waimana basin were completed in September 1910. On 17 September, it was reported that:

The Hon A T Ngata returned last evening from a visit to the Urewera district, where he successfully completed negotiations with the native owners for the purchase of 60,000 acres comprising the basin of the Tauranga River . . . The purchase operations are now in progress, the same being carried out by Mr Paterson, and officers of the Lands Department, located at Taneatua, and who reports that the purchase is proceeding steadily and satisfactorily.¹⁰⁶

Note that these first purchases of Urewera lands were made by the Lands Department, not the Native Department.¹⁰⁷ Since the Urewera District Native Reserve Act 1909 had come into operation on 1 April 1910, which had enabled the sale of Urewera lands through the Native land board, £30,000 had been advanced from the Native Land Settlement Account for purchase of Urewera lands.

103. With the possible exception of parts of Ruatoki 1 and 3 blocks, depending on which side of the Whakatane River the road was meant to run on.

104. J Carroll, memorandum of the Native Land Purchase Board, 12 September 1910, MA-MLP1 1910/28/1, pt 1, NA

105. Note that a return of Native land in the North Island as at 30 September 1909 shows that 180,000 acres of land in the Urewera reserve were recommended for leasing by the general committee, and no mention is made of sale of this land: 'Native Lands in the North Island (Return Showing the Approximate Position Of), as at 30th September, 1909', AJHR, 1909, G-3, p 2.

106. *Poverty Bay Herald*, 17 September 1910 (cited in P Webster, p 234)

It seems that most of this money was quickly spent on purchasing in seven of the blocks approved of by the general committee. In a progress report to Ngata in late October 1910, Paterson stated that he had spent nearly £21,000 on acquiring more than 27,000 acres:

The amount was distributed over about 800 people. The largest payment would be about £250 covering seven blocks, but that was exceptional. Of course this still leaves Parekohe and Tauwharemanuka to be dealt with.¹⁰⁸

During the last 8 days, we have put through no less than 500 people. This meant that the interpretation of nine deeds to each person each time, also the preparing of vouchers and the writing out of cheques which proved to be pretty stiff work . . . We put through as many as 85 people in one day.¹⁰⁹

Paterson forwarded schedules of his Urewera purchases which also confirm that the Government had indeed bought interests in the supplementary blocks offered by Rua. Paterson's first schedule dates from 25 October 1910 and is solely concerned with the Waimana valley lands, but the second later schedule (undated) is reproduced below:

Block	Area	Total shares	Shares acquired	Amount paid	Rate
Waikarewhenua	12,400	5029	2215 ^{31/140}	£3181 5s 8d	12s per acre
Tauranga	39,020	4558	2536 ^{2/9}	£16,159 4s 9d	15s per acre
Maungapohatu	28,462	6238	823 ^{1/10}	£2258 12s	12s per acre
Paraoanui North	3300	918	474 ^{4/21}	£1419 8d	17s 6d per acre
Paraoanui South	5410	1733	1014 ^{7/12}	£2770 9s 7d	17s 6d per acre
Otara	2530	2660	1635 ^{9/26}	£1597 2s	20s per acre
Omahuru	6450	2377	1369 ^{31/42}	£3716 6s 4d	20s per acre
Parekohe	20,960	6655	12	£35,000	
Waipotiki	8200	4126	31	£23	14s 6d per share
Karioi	2428	2972	30	£9	6s per share
Ruatoki 1	8735	4239	65	£49 10s	15s per share
Ruatoki 2	5910	4512	60	£29 2s 6d	9s 6d and 9s 9d per share
Ruatoki 3	6800	4517	60	£33 12s 6d	11s per share
TOTALS	150,605			£31,353 6s	

107. Under section 18(6) of the State Guaranteed Advances Act, £500,000 was provided for to buy Maori land and to pay for surveys. The Native Land Act 1909 established the Native Land Settlement Account to which this money was advanced. Prime Minister Ward (also the Minister of Finance and Lands) had directed that all payments for Maori land were to be conducted by the Lands department and accounts kept by R A Paterson, who was chief accountant as well as a purchasing officer: see Under-Secretary of Lands to Minister of Finance and Lands, 3 October 1910, LS 226, box 2, folder 4.

108. RA Paterson to Apirana Ngata, 25 October 1910, MA-MLP1 1910/28/1, pt 1

109. *Poverty Bay Herald*, 30 September 1910, cited in P Webster, p 234. The fact that this last statement was made to the press is indicative of the level of interest the Urewera purchases provoked.

This land in fact was never settled by Pakeha but became part of the Urewera National Park (as discussed in later chapters). Webster notes that the land Rua maintained at Maungapohatu was some of the best farming land in the central Urewera:

The sales it seems were the logical outcome of Rua's reappraisal of the Tuhoe situation. He had probably realised that all resistance to the Government was then more or less a rearguard action, and that unless the Tuhoe somehow developed the best of their land in their possession, in the end it would all be lost. In addition to Maungapohatu, Rua and his followers retained several hundred acres of good land at Matahi near Waimana where they developed an auxiliary settlement. At Matahi, it was warm enough to grow maize, and Rua and his followers farmed this crop extensively, and sold considerable quantities locally. In this way, they made an all out effort to exploit the land they still possessed.¹¹⁰

It is not clear why, in the table above, Paterson's valuations were initially on an acreage basis and then valued per share (remembering that the Urewera commissioners' orders listed the relative interests of each block owner). Perhaps there was an optimistic assumption that Paterson would be able to buy the whole of the blocks, reserves aside, and so valuation proceeded by area until it became clear that there were significant numbers of non-sellers (and so it was wise to then proceed by valuation per share). Paterson only managed to pick up a small number of shares in the later blocks compared with the significant proportions he was able to secure in the Waimana valley.

It must be remembered, too, that Paterson was purchasing while there were outstanding appeals on some of these blocks, which were largely in the nature of inclusions or exclusions from ownership lists. The impact of the purchases (if any) on the relative interests of non-sellers is not clear but Judge Jackson Palmer would later comment, for example, on the Tauranga block that:

It is admitted that some names have been left out for small shares, but the land has been sold by most of the owners, and the non sellers object to bearing the loss out of their own shares . . . Those who have not sold, and those who have sold but have not yet received all their money, will probably have their shares reduced only to the amount they would have received in the order of the Commission if it had been correctly made in the first instance. It is too late to touch those who have sold and been paid in full, and the list for inclusion will have to stand this loss.¹¹¹

8.14 CONCLUSIONS

One would have to ask, surveying the history of Urewera lands in this period, exactly what the Government intended by the term 'Urewera Native Reserve'. By 1910, it was

110. P Webster, p 235

111. Jackson Palmer, Further Decisions under Section 50/09 Affecting the Urewera Native Reserve, No 53 Tauranga, 28 August 1912, MA13/90, NA

patently clear that the purchase and settlement of Urewera lands was a priority for the Government, and that Tuhoe could no longer expect the Government to respect the legal structures and power relationships embodied in the UDNRA 1896. If land, resources, and power were being encroached upon, then what exactly was being 'reserved' to Tuhoe?

The Urewera District Native Reserve Act 1896 was enacted, according to its preamble, not only for the purpose of ascertaining Native title but to make provision for the 'Local Government of the Native lands in the Urewera District'. The establishment of the general committee, 'to deal with all questions affecting the reserve as a whole' (s 18) and whose decisions were 'binding on all the owners' (s 19), was therefore fundamental to this arrangement. It can be reasonably inferred from the establishment of the block and General committees, that the Act represented the Crown's recognition of hapu and tribal political structures, and the fact that the general committee solely was endowed with the power of alienation to the Crown underlined the intention of this legislation to validate the principle of tribal control of tribal lands. It seems most likely that this safeguard was necessary to secure Tuhoe consent to title investigation in the first place.

The original Urewera legislation was 'hastily drawn and passed' with the consequence that substantial details were left to be addressed at a later date. One such omission from the Act was a clear description of the powers and functions of the local and General committees; these were to be defined by the Governor in Council through the subsequent issue of regulations (s 24). It may be seen that the powers and functions of the committees were never properly defined, and I have suggested that there was a deliberate avoidance of doing so on Carroll's part as he sought to consolidate Government control over the process of alienation. Obviously, it would be easier for Carroll to steadily assume decision making powers if the demarcation of power in and between Tuhoe and the Government remained unclear. The result of this policy was to foster continuing aggravation and confusion between local block committees and what was meant to be Tuhoe's governing body, the general committee. Carroll and Ngata refused to give the general committee consistent, unqualified support which made it especially vulnerable in the face of such attack.

It seems unfair, then, that the Native Department would criticise the committee for its failure to push the settlement programme envisaged for the Urewera because it never really gave the general committee, and the processes outlined in the UDNRA 1896, a chance to work. Recall that the general committee was not established until late 1909 but only one year later, the Government was buying in the Urewera without reference to that committee.

How did this happen? Numia and the general committee faced the weighty problem of integration of hapu and their interests onto a body which could be representative of Tuhoe as a whole. This was hardly a new issue, and Tuhoe hapu had shown a propensity for independent actions and opinions since the inception of the UDNRA 1896 (and before). In the context of land lease and sale, however, the assertion of independent hapu right over a wider group interest could be very dangerous indeed. The problem, as Numia likely saw it, was that by eschewing the general

committee's authority over one's land, Tuhoe's position as a whole was weakened vis-à-vis the Government. Yet, while a number of hapu and individuals decided that they did not want to be under the control of the general committee, they did not express a preference for an extensive programme of land acquisition controlled by the Government either.

Carroll and Ngata, for their part, were faced with the problem of trying to maintain State control over the alienation of Urewera lands; in fact, the Crown right of pre-emption was one of the few features of the original legislation which remained a constant throughout this period. There were plenty of indications that private initiatives were being undertaken: hapu were asserting their tino rangatiratanga by leasing to Pakeha in private arrangements; Rua invited private mining companies into the Urewera; and private milling syndicates were trying to secure Te Whaiti timber. Those elements who asserted their right to deal with their land as they pleased found support in Opposition politicians advocating private purchase:

The great objection to the Urewera country being placed under a separate law to any other Native land in the Dominion is that the original Urewera Act and its amendments entirely preclude any chance of the private alienation of land and prevent any agreement between Maori and pakeha.¹¹²

Carroll and Ngata's first response to these private undertakings was to hope that Numia could exert enough influence to hold the committee together, while at the same time encouraging hapu participation in the legal process. But another problem surfaced in connection with the land utilisation issues which Ngata wanted Tuhoe to address: on the one hand, there were obviously some hapu (notably some Ruatahuna and Ruatoki hapu) who wished to lease their land to Tuhoe Maori rather than commit much of their land for Pakeha settlement. On the other, it seems that Numia and his supporters refused to contemplate large-scale leasing of land, preferring at this stage to alienate only what was necessary to pay for block encumbrances and roading requirements. This conservative stance could have been adopted to reassure those of the tribe who were still wary of Pakeha intrusion in their rohe potae. Possibly, then, Ngata and Carroll considered that Tuhoe were not offering enough land for lease, making Rua's renewed offer of sale all the more timely and attractive. This would mirror the national situation, where Carroll was under sustained attack from settler and opposition foes for failing to make enough Maori land available through his leasing policies.

The Urewera District Native Reserve Amendment Act 1909 can be seen as Carroll and Ngata's response to this situation and, as such, is a very significant piece of legislation. Neither man was prepared at this stage to ignore the committee process of alienation, and so the Act upheld the right of the general committee to approve all alienations, while at the same time 'making extended provision for alienation' by allowing for sale of Urewera lands through the Maori land board instead of just leases. The boards were retained under this legislation to administer and alienate Maori

112. W Herries, 21 December 1909, NZPD, vol 148, p 1387

land, and because the Governor in Council controlled appointment to these boards, they were well placed to enforce Government policies. The encouragement of the sale and lease of Urewera land through these agencies, therefore, did not uphold control at the hapu level (which a number of Tuhoe groups seemed to desire), after consent to alienation had been given.

It is very revealing that Herries complained of the 'exceptions' granted to Tuhoe by having their own legislation while noting that the Urewera had originally been included in the draft for the 1909 Native Land Act, 'but subsequent consideration induced them [the Government] to cut out the Urewera country'.¹¹³ The 1909 Urewera amendment, in fact, represented an attempt to reintegrate the Urewera 'experiment' into the current Maori land administration model, in so far as it was possible to do this without seriously compromising relations with Tuhoe. The jurisdiction of the Native Land Court was extended to the Urewera and the court had all powers vested in it by the Native Land Act 1909, except that the Governor's consent was necessary for partition or exchange. It is not clear why orders of this nature would require prior approval though the fact that the Government anticipated buying significant amounts of land in the area, and partitions and exchanges could interfere with this, might have been a consideration. The Urewera commissioners' orders were deemed to have the same operation as an order by the court under the Native Land Act 1909 and were registerable under the Land Transfer Act 1908. Furthermore, with prior consent of the general committee, the Governor could vest Urewera land in the Maori land board for lease or sale (as discussed above) under part XIV of the Native Land Act 1909, whereupon all the provisions of that part of the Act, dealing with Maori land for European settlement, applied to those lands, as if the land had been vested pursuant to a resolution of owners under part XVIII of the Native Land Act 1909. With the consent of the general committee, the Governor in Council was enabled to declare Urewera land subject to part XVI of the Native Land Act 1909 which dealt with reserving Maori land for Maori settlement; given the consent of the general committee, the board was given the power to administer timber licences; when the Crown purchased land from the general committee, it was to be given effect to by proclamation in the same manner as a purchase from assembled owners under part XIX of the Native Land Act 1909 and all the provisions of that part were also to apply to those lands.

Referring to alienations by the general committee, Ngata stated in Parliament that the 'proposals are in the direction of obtaining from the whole of the owners of a block specified portions of the block'.¹¹⁴ We can see that this was carried out in the resolutions for sale passed by block committees and endorsed at a number of general committee hui through 1909 to 1910. However, as we shall see in the following chapter, purchasing in the Urewera proceeded on the basis of acquisition of individual shares, initially in those blocks approved of by the general committee and then in other Urewera blocks, including Ruatoki (albeit in a limited fashion), upon the sanction of

113. Ibid. The Urewera was excluded from the operation of the Land Act 1909 by section 2 of the Urewera District Native Reserve Amendment Act 1909.

114. Ngata, 21 December 1909, NZPD, vol 148, p 1387

the Native Land Purchase Board. It is not clear why the Government decided to proceed on this basis, when the local block committees had been making commitments as a group, as requested by Carroll and Ngata. However, as Turei Tiakiwai had noted at a committee hui, while the undertakings for sale were being made by the committees, it was known that there were non-sellers in these blocks. Given that the general committee focused on alienation of land, there is not much information on the non-sellers in the committee's minutes but it is possible that the sellers and non-sellers had problems agreeing exactly which areas of the blocks were to be given to the Government.¹¹⁵ This might have been exacerbated by the fact that there was more than one hapu in each block.

Whatever the reasons for this decision, the effects of it must have been obvious to everyone: the acquisition of individual shares undercut the authority of the general committee and the group control of the process of alienation was no longer possible. The reasons why Tuhoe were prepared to sell are examined at length in the next chapter, but we have seen that there were unmistakable expressions of desire for development and roading of Urewera lands which, in concert with encumbrances on the blocks, must have weighed on many minds. Government policy, however, was firmly focused on the purchase of Urewera land, not on promotion of Maori development of land and agricultural enterprise (in spite of the successful Tuhoe efforts at Ruatoki). This came in spite of Ngata's reassurances in Parliament that section 8 of the Urewera amendment Act 1909 was 'for the purpose of promoting settlement on their lands by the Natives themselves'.¹¹⁶ From this point onward, Tuhoe were placed in a position of reacting to and protesting against aggressive Government purchase policy in the Urewera. In the next chapter, we will examine the nature of this purchasing policy.

115. Seddon had deemed the Urewera owners to be joint tenants, though this is not made explicit in the Urewera legislation: see Seddon's address to Tuhoe, second schedule to the UDNRA 1896. Perhaps the fact that no joint tenant is held to have an exclusive right to possession of any particular part of the land complicated matters: refer to G Hinde, D McMorland, and Sim, *Introduction to Land Law*, Butterworths, Wellington 1986, p 486.

116. Ngata, 21 December 1909, NZPD, vol 148, p 1386

