

CHAPTER 2

LAND ISSUES PRIOR TO THE PURCHASES OF 1853

2.1 EARLY EUROPEAN INTEREST

A common stereotype of European explorers and colonists is that they viewed the land only in terms of its potential usefulness and economic worth, and indeed such views were aired in regard to Wairarapa by early European explorers. Sailing past with Cook in 1773, George Forster noted of Palliser Bay:

If there is sufficient depth of water for ships in this bay and of that we had no room to doubt, it appears to be a most convenient spot for an European settlement. There is a great stretch of land fit for cultivation, and easily defensible; there is likewise plenty of wood, and almost certain indications of a considerable river; and lastly the country does not seem to be very populous, so that there would be little danger of quarrels with the natives . . .¹

In 1827, Dumont D'Urville pointed out that the coastal strip north of Cape Palliser 'runs along the sea fairly regularly and seems quite suitable for human habitation'.

The earliest Europeans living in Wairarapa were whalers, flax gatherers, and merchants. John Wade and his employees, often regarded as among the first, lived in Palliser Bay as whalers in the early 1840s.² There were no old land claims dealing specifically with the Wairarapa area. Rhodes' infamous 'purchase' of Hawke's Bay from Cape Turnagain to Wairoa in 1839 borders but falls outside our area.³ It is possible that some of the claims designated as 'Wellington' or 'Cook's Strait' may

1. Bagnall, *Wairarapa: An Historical Excursion*, Masterton, 1976, p 18

2. *Ibid*, p 46

have extended over the Rimutaka Ranges but there is no obvious evidence of this. To eliminate the possibility would require further research. In 1840, the Te Ati Awa chief Te Puni is supposed to have called William Deans, a Scotsman, ‘tangata widerup’, or proprietor-designate of the Wairarapa district, after Deans had travelled overland to Palliser Bay with Te Ati Awa Maori.⁴ There is no evidence, however, of any kind of transaction or of any further claims made by Deans, who set up at modern Eastbourne.

2.2 THE DEVELOPMENT OF LEASING

As early as 1843, some Wairarapa Maori were encouraging Europeans to come and settle on their lands. In September of that year Joseph Greenwood made a journey through the valley as far as Castle Point. At Mataikona, he wrote in his diary: ‘the Natives . . . wish me to come and settle amongst them; they say if I go to the Whareama, they will go thither, they are very anxious to have Englishmen among them’.⁵ Similarly, in his diary of an expedition to the area, Frederick Weld wrote that Te Korou of Kaikokirikiri claimed the Whareama basin and was eager to have white men on his land.⁶

3. See O’Malley, ‘The Ahuriri Purchase: An Overview Report Commissioned by the Crown Forestry Rental Trust’, 1995, pp 19ff for details of Rhodes’s dealings.

4. Bagnall, pp 24ff

5. Bagnall, p 33

6. Ibid, p 39

Bagnall has outlined the arrival of leaseholders in *Wairarapa: An Historical Excursion*. By 1844, certain settlers had become tired of waiting for the Government or New Zealand Company to arrange the purchase of the land. So they took the matter into their own hands. The first arrived in the area, so well suited to pastoralism, during 1844. English Catholic partners Charles Clifford, William Vavasour, Henry Petre, and Frederick Weld arranged a lease at Wharekaka for £12 per annum in March and started to take their flock of sheep into the area in May. Charles Bidwill settled nearby at the same time. Barely a year after the first occupation, by April 1845, 12 stations had been set up in the valley: amongst the early arrivals were A Allom, the Russell brothers, and J Kelly, south of the lake, A McMasters, east of the lake, Captain Smith, Hugh Morrison, and H S Tiffen, successively up the Ruamahunga River, and Richard Barton, 'around Palliser head'.⁷ The local Church Missionary Society (CMS) missionary, William Colenso, was critical of the early deals struck by unnamed squatters. He wrote of settlers acquiring a 'good level piece of land, 4 by 10 miles (about 25,000), for lease for 30 to 60 years at the paltry sum of £10, among 10 to 40 persons'.⁸

7. Ibid, p 60, and 'Plan of the Wairarapa Valley circa 1845', ATL, F69612^{1/2}

8. Colenso to CMS secretaries, 18 June 1846, Colenso papers, ATL

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In spite of Colenso's example, there were clear financial benefits for Maori through these leases. By 1847, it was estimated that Maori were receiving £300 per annum, and in August 1848 rents were officially estimated to be £609 for 100,011 acres.⁹ Those who received the rents (and more research needs to be done to ascertain how widely the proceeds were distributed), had cash to spend on the growing array of consumer goods. Ann Parsonson's depiction of Maori society being marked by an ever-constant pursuit of mana and rivalry appears to have some explanatory power in this context.¹⁰ For the ability to buy a new horse or European clothes, to build a large house or to make a generous donation to the church enhanced a chief's mana. Almost as important a consideration as the rent was the opportunity for trade the squatters brought. A little later in the decade, in 1849, Kemp estimated the trade to be almost as valuable as the rents.¹¹

It has been pointed out that the system of leases that developed was, in practice, a recognizable process for Maori. O'Malley has tentatively drawn parallels between the practice of leases in Wairarapa, where Maori saw themselves as the dominant party and were happy to change the conditions as it suited them, and the concept now termed *tukuwhenua*.¹² Disputes arose when settlers obtained signed leasing arrangements for 21 years and were subsequently infuriated to find Maori raising the price, or demanding more for timber costs, or extending their own cultivations into

9. F D Bell to Colonel W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 54; 'Statistics of New Munster, New Zealand, from 1841 to 1848', GBPP, vol 6, sess 1280, p 173

10. See A R Parsonson, 'The Expansion of a Competitive Society: A Study in Nineteenth Century Maori History', NZJH, vol xiv, no 1, 1980, pp 45–60

11. Kemp to Colonial Secretary, 9 February 1849, in 'Further Papers . . . in Continuation of Paper Presented 31 July 1849', 1850, p 87, GBPP, vol 6

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the leased area. O'Malley pointed out that this style of transaction, which was characterised by an ongoing, flexible relationship, with the tangata whenua still exercising full control over the land was consistent with tukuwhenua ideas.

As it developed then, leasing proved to be a profitable practice for Wairarapa Maori, and at the same time they retained control over the land. Less easy to quantify, but arguably another important motivation, was the security Europeans brought Wairarapa Maori. Wairarapa Maori could not be certain about the strength of the inter-tribal peace. It is likely that they saw and used squatters as a security cushion to ward against any future invasion by old enemies such as Te Ati Awa. Once squatters had a stake in the area, they and perhaps their government would have an interest in defending the status quo. There is some evidence of these concerns: in 1845 Colenso noticed that Maori of Akitio and Mataikona, on the coast between Castle Point and Cape Turnagain, were 'all very much afraid of some horrible tribes from Thames and Waikato prowling about'. He considered the times a 'season of confusion'.¹³ This is certainly the light in which the land purchaser Kemp saw it. Looking back from 1850 he wrote:

The first party, I believe, settled at Te Kopi, a small but exposed bay on the sea coast, having but very little good land in the neighbourhood. When, however, the Europeans began to settle in the valley, and confidence became restored, the Ngaitahu

12. O'Malley, pp 16ff

13. Colenso, *Journal*, 11,12 March 1845

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(a sub-division of Ngatikahuhunu's) ultimately took possession of such parts of the valley as were within a convenient reach of the settlers.¹⁴

It must be borne in mind, however, that Kemp had an agenda in stressing Maori reliance on Europeans to allow them to re-settle the area; it could be used to undermine Maori arguments about selling.

Maori received early support for their policy of leasing. Colenso had advised them to lease rather than sell. He also warned them to be cautious about whom they welcomed. His advice to Wairarapa Maori in September 1846 had been:

1. Not to *sell* their lands in Wairarapa.
2. Not to lease them *beyond* 21 years.
3. Not to lease the *whole* of their good grazing land . . .
4. Not to lease it in *very large* blocks . . . to one person.

14. Kemp's report, GBPP, vol 7, sess 1420, p 239

5. To make deliberate choices of the persons to whom they would let it . . .¹⁵

Colenso had earlier written to his CMS superiors outlining some of the issues. He wrote, ‘this plan, when fairly managed, is one of the very best that can be devised, for it is equitable – by it the Native has something to look forward to – and, as a necessary consequence, protects his tenant’. However, Colenso worried that Maori were being unfairly disadvantaged by some of the early deals. In 1846, he was shown a deed ‘drawn by Mr B— a settler with *blanks* left in it’,¹⁶ and (as we have seen) observed a settler obtaining a 30–60 year lease of a good, level piece of land of four by 10 miles, for the ‘paltry sum of £10’ divided among 10 to 40 persons. This, Colenso observed, led to Maori dissatisfaction and their refusal to stand by the lease, which in turn led to friction. Colenso concluded, ‘How easy it would be for the Government to allow and encourage such Leases; and, by laying a tax upon them, curtail their size, raise a revenue, and protect the Native!’¹⁷ Colenso concerned himself with some of the issues that arose in this commerce of land. The ‘sin’ of lying about land in Wairarapa was amongst the misdemeanours that causes communicants to be rejected from taking the Lord’s Supper in 1845.¹⁸

2.3 THE NATIVE LAND PURCHASE ORDINANCE 1846

15. Colenso, *Journal*, 18 September 1846

16. *Ibid*, 16 September 1846

17. Colenso to CMS secretaries, 18 June 1846, Colenso letters, ATL

18. Colenso’s *Journal*, 30 November 1845

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By the end of 1846, leasing in Wairarapa was well established. It was quickly understood by officials that a prosperous leasing situation was inimical to cheap and quick purchases. On 30 March 1844, before settlers moved into Wairarapa, Colonial Secretary Richmond issued a proclamation which stated that ‘any bargains made by private individuals with the Aborigines, for the purpose of acquiring land, whether by purchase, lease or otherwise . . . will not be sanctioned by the government’.¹⁹ While this showed no Government support would be forthcoming for a leasing system, its wording does not suggest that leasing was therefore illegal. In November 1846, the Native Land Purchase Ordinance was passed by the Legislative Council.²⁰ This strongly reaffirmed the Crown’s right of pre-emption with regard to purchase after Governor FitzRoy’s waiving of it. Any private leasing arrangements were also made illegal, and an offence carried a fine of £5 to £100. If it had been enforced, the Native Land Purchase Ordinance would have had considerable impact as it would severely limit the effective choices of Maori. If they could no longer lease land, the only option left in which Pakeha could be brought into, or remain in, the area was through the sale of land to the Crown. It would force Maori to decide between maintaining interaction with Pakeha on the basis of selling, or retaining their lands but also embracing economic and social isolation. The Tribunal will need to consider whether such a ban on leasing was justified by the Treaty of Waitangi, given the promise of article 2, which firmly guaranteed the ‘full and exclusive and undisturbed possession of their lands . . . as long as it is their wish and desire to retain the same’.

19. Bagnall, p 49

20. ‘An Ordinance to Provide for the Prevention, by Summary Proceeding, of Unauthorized Purchases and Leases of Land’, 16 November 1846, in *Ordinances of the Legislative Council of New Zealand and of the Legislative Council of the Province of New Munster, 1841–53*, New Zealand, 1871, pp 235–236

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The implementation of the Native Land Purchase Ordinance 1846 was not, however, a *fait accompli*. There remained important complications that led the local government not to ‘consider itself at liberty’ to bring the ordinance into effect in Wairarapa. In 1849, the Government did not want to precipitate a ‘collision between the two races’ by unduly alienating potential Maori sellers. There was also a concern that implementation might ‘inflict upon a large and important section of the community serious injury or hardship’.²¹ This was an allusion to the importance of not upsetting the squatters in Wairarapa. The year before, Dommatt had told Kemp that enforcing the Ordinance ‘could not fail to involve the most serious injury if not entire ruin to the squatters concerned’.²² The political influence of squatters such as Thomas Purvis Russell needs to be further researched.

The main motivation behind the Government’s decision in late 1846 to make leasing illegal was to guide Maori towards permanently alienating their land. Leasing was not considered an appropriate solution to the ultimate Government problem of providing enough land for settlers when Maori claimed all the land. The prospect of Europeans coming, settling, working, and improving the land, while Maori sat back and enjoyed an ever-increasing income from that work, presumably to become a wealthy indigenous aristocracy, was unpalatable to many. The main argument put forward was the changeable demands of Maori landlords. Wakefield referred to the ‘uncertain and capricious demands of the natives’ which lessees were

21. NM 10/10, 13 and 22 September 1849, pp 17, 32 (cited in Hippolite, p 24)

22. Dommatt to Kemp, 12 October 1848, NM 10/9 (cited in O’Malley, p 75)

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supposed to endure.²³ A quotation from McLean in 1862, although made over a decade later, is worth including as it gives a clue to attitudes that were, arguably, shared by many from the beginning of leasing:

the greatest recipients (of the leasing system) are frequently, if not always, the most idle and dissolute characters of their tribe, whose reckless conduct, and increasing cupidity, render the position of the settlers holding and under them not only disagreeable and precarious, but in every way repugnant to the independent feelings of an Englishman.²⁴

Clearly, settlers with leases were in a more precarious position than they would be through ownership. Yet it is likely that troubles were over-emphasised. The quotations above demonstrate a concern based on racial assumptions – that a European should not have to live under a native.

23. NZC 3/6 (cited in Hippolite, p 9)

24. AJHR, 1862, C-1, no 6, p 312

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Colenso's journals show many examples of disputes arising from leasing (as do McLean's diaries and correspondence). In 1848, he wrote to Russell in an attempt to dissuade him from leasing land at Tukuwahine. It appears there was some doubt about the land rights of the group he was dealing with, so that Colenso observed 'this, if attempted, or continued with, will cause bloodshed'.²⁵ Colenso portrayed 'tumult' at Mataikona arising from the letting of land. Te Wiremu Te Potangaroa and Kahuhuramaru, principal chiefs, unleashed 'furious oratory'. Peace was only re-established when T Guthrie, the settler involved, gave up part of his land.²⁶ Colenso wrote that one of his Maori lay teachers, Nicodemus from Oroi, was threatened by unconverted Maori from Te Awaite (both villages on the coast south of Flat Point) that his nose would be cut off, 'for daring to speak in defence of his own right to a piece of land which they are about to transfer clandestinely to whites'.²⁷

On the other hand, the success of the leasing system suggests that it was not so bad. Rents were steadily increasing, and the range of leased land was extending north. It appears squatters had enough confidence to invest heavily, an estimated £7000 by 1853, in development of lands that were leased.²⁸ Kemp noted in 1849 'advancement' of Maori in the area; he regarded the 'enjoyment of European comforts' and the prevalence of cattle, sheep, horses, wheat fields and mills in every village as evidence.²⁹ The settlers of the area attested to the 'good feeling' between 'Natives' and Europeans in a speech to Governor Grey when he visited in 1853.³⁰ In

25. Colenso, *Journal*, 26 May 1848

26. *Ibid*, 1–5 June, 24 August 1848

27. *Ibid*, 7 November 1848

28. McLean to Colonial Secretary, 6 February 1854, AJHR, 1986, C-1/28, p 264

29. Kemp to Colonial Secretary, 9 February 1849, 'Further Papers', July 1849, 1850, p 87

30. GBPP, vol 9, p 253

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this system, then, there was a pattern of profitable development for both Maori and settler that appeared to have potential.

2.4 EARLY ATTEMPTS AT PURCHASE

On 21 February 1846, Governor Grey waived the Crown pre-emption on the purchase of land in Wairarapa in favour of the New Zealand Company. By March 1847, Francis Dillon Bell had been appointed and was in negotiation with Maori of the area. By then it had been decided that an attempt at purchase would be made. That all the land needed to be *purchased*, and not permanently alienated by some other arrangement, had by no means been assumed at the time. There was a spectrum of views about the extent of Maori ownership. Following the revelations of the 1837 House of Commons Committee on Aborigines in British Settlements, which pointed to many horrific acts by the British, there was a body of opinion at ‘home’ concerned about the well-being of indigenous people with whom British settlers came into contact. Two years later Normanby’s official instructions to Hobson, as he set out to New Zealand to make a treaty with the local inhabitants, affirmed that Maori possessed indisputable title to the soil. Maori ceded sovereignty for protection of that title.³¹ There appears, however, to have been an assumption that there would be ‘waste lands’ that the Crown could take up.

Difference of opinion arose as to the extent of these wastelands. The theorist Thomas Arnold and his eighteenth century predecessor, Emerich de Vattel, outlined popular theories about the extent of indigenous land title. They argued that

31. Normandy to Hobson, 14 August 1839, GBPP, vol 3, sess 238, pp 37–42

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indigenous inhabitants had claim to very limited areas, only what they occupied or cultivated, and the rest was ‘waste’ and waiting for Europeans to assume its ownership. In late 1842, the New Zealand Company had reflected that view:

the only interest in land which our law has ever recognised as possessed by savages, is that of ‘actual occupation or enjoyment’; . . . If the claims of the natives be limited to such lands, . . . the question can, at the utmost, be one only of a few patches of potato-ground, and rude dwelling-places, and involve no matter of greater moment than some few hundreds of acres.³²

The Secretary of State for the Colonies, Stanley, vigorously denied that the Treaty of Waitangi was entered into with a ‘spirit thus disingenuous, or for a purpose thus unworthy’, but was happy to suggest to Grey that he consider a Canadian technique of taxing wastelands, ‘to compel cultivation or abandonment of large tracts to the Crown’.³³ This reflected that view that Maori owned small areas of their land, while large wastelands existed that Maori had claims to rather than ownership. The terminology employed in that case was ‘relinquish claims to’ rather than ‘sell’. With the appointment in 1845 of Earl Grey as Secretary of State, the company enjoyed strong support in England. His instructions to Governor Grey adopted the ‘wastelands’ view. At length he argued that 200,000, at most, Maori could not claim the whole country, and indeed instructed that unoccupied or uncultivated land should be treated as Crown demense:

To contend that under such circumstances civilized men had not a right to step in and to take possession of the vacant territory, but were bound to respect the supposed

32. Cited in O’Malley, p 43

33. Stanley to Grey, 13 June 1845, GBPP, vol 5, sess 337, p 70; Stanley to Grey, 27 June 1845, GBPP, vol 5, sess 337, p 73

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proprietary title of the savage tribes who dwelt in but were utterly unable to occupy the land, is to mistake the grounds upon which the right of property in land is founded.³⁴

This policy iterated by Earl Grey was vigorously attacked by people in New Zealand; Chief Justice William Martin, Selwyn, Henry Williams, and Robert Maunsell pointed out that Maori claimed the whole of New Zealand.³⁵ However, it was only resolved by the Governor to purchase all land from Maori, in contrast to Earl Grey's instructions, because the military strength of Maori meant that it would be perilous to adopt any other course. So, as far as the British side was concerned the decision to make the most of the purchases was merely an undesired expedient.

34. Earl Grey to Governor Grey, 23 December 1846, GBPP, vol 5, sess 763, p 68

35. See J Rutherford, *Sir George Grey KCB, 1812–1898: A Study in Colonial Government*, London, 1861, pp 167–169. Note also that missionaries had a particular reason for defending the Treaty as they had been so involved in its reception by Maori.

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A belief in the sacred nature of land ‘use’, as well as an identifiable race prejudice, lay behind the unwillingness of many to accept the validity of extensive Maori land ownership. Dr A S Thomson of the 58th Regiment, for example, wrote that ‘the New Zealanders, as all men in a savage state, are indolent and lazy, working only when there is an absolute necessity for so doing. A few days’ labour will enable them to plant sufficient food to sustain them for a year, and a great portion of the time afterwards is often spent in a dreamy state of idleness’.³⁶ Such a view, though it not claimed that Thomson’s views were shared by all settlers, would lead to an assumption that land should go to the industrious European. The views of Earl Grey were more influential. The principles he outlined denied Maori rights to all but a rump of New Zealand. Yet, he admitted to Governor Grey that he was ‘well aware’ that the Governor was not in the position to carry out his principles. Still, Earl Grey stressed that while:

the strict application of these principles is impracticable, I have thought it right that they should be thus explicitly stated in this Despatch . . . in order that you may clearly understand that, although in many respects you may be compelled to depart from them, still you are to look to them as the foundation of the policy which so far as it is in your power, you are to pursue.³⁷

The decision to purchase all New Zealand was a pragmatic response; the theoretical basis was there to obtain as much land as cheaply as possible – even if pressure had to be applied to Maori to achieve the desired response. The reluctant recognition of Maori ownership of the wastelands and the consequent requirement to purchase land led seamlessly to Governor Grey’s later intention to purchase the lands for a ‘trifling consideration’.

36. ‘Observations on the Stature, Bodily Weight, Magnitude of Chest, and Physical Strength of the New Zealand Race of Men’, A S Thomson, GBPP, vol 9, sess 1779, p 9

37. Earl Grey to Governor Grey, 23 December 1846, GBPP, vol 5, sess 763, p 69

2.4.1 The New Zealand Company's attempted purchases, 1847–49

Between February 1847 and January 1849, New Zealand Company agents were in Wairarapa three times dealing with Maori for the purchase of lands. It was a task they had entered into reluctantly:

With your Lordship's despatch of the 23rd December 1846, before them, with their knowledge that you held the principle in regard to unappropriated lands laid down by Dr Arnold, the Directors could not believe that 'the compensation (if any) to be made to the aboriginal inhabitants of New Zealand for the purchase or satisfaction of their claims, rights, or interests in the said demesne lands,' would be stretched, even as regards the Middle Island, where there is barely a native to every twenty square miles, so as to comprehend the purchase of every acre of the vast territory in question . . . For the rest, I must repeat that the Directors were well aware that some land must necessarily be purchased, and they were satisfied that the officers of the local Government were the best agents for such negotiations with the natives. But it certainly does not follow that they ever dreamed that it would be discovered that the Crown possessed no demesne lands whatever; and that 'tardy and troublesome negotiations' must intervene before a single acre of the millions which they expected to devolve to them under that head would be placed at their disposal.³⁸

We must briefly retrace our steps to outline the origins of the New Zealand Company's interest in the area. Since the New Zealand Company settlements in Wellington and Petone were established in 1840, attention had naturally turned to the adjacent Wairarapa valley as a possible hinterland. The *New Zealand Gazette* of 19 December 1840 carried the report that in Wairarapa there were '500,000 acres' (corrected a week later to 50,000 acres), 'of available land there, being level, of good soil and moderately wooded, well supplied with water and in many parts well

38. T C Harrington to Earl Grey, 9 August 1850, GBPP, vol 7, sess 1398, p 30. This statement by Harrington must be seen in the context of the New Zealand Company explaining away, or finding the Government responsible for, its lack of success.

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clothed with excellent grass'.³⁹ Expeditions had been duly mounted from Wellington to assess the veracity of the glowing reports of Wairarapa's attractions. Bagnall was in his element relating these journeys blow by blow, as he had in his earlier biography of the peripatetic missionary William Colenso.⁴⁰ Journeys were carried out every year by New Zealand Company surveyors from 1841. Reports were generally positive: Samuel Brees, the Company's chief surveyor, stated in February 1843 that 'there is quite sufficient land fit for arable purposes to suit settlers'.⁴¹ These had encouraged the first squatters to move in during 1844.

The same year, 1844, the 'Canterbury' settlement as an idea was proposed. This would involve organised colonisation on a very large scale, recreating a slice of English society in New Zealand.⁴² It was decided in October 1845 that Wairarapa would be its location. As stated before, the Crown pre-emption for the area was waived in favour of the Company on 21 February 1846. In February 1847, Francis Dillon Bell was commissioned by the New Zealand Company to purchase lands in Wairarapa for the proposed 'Canterbury Settlement'. He left Wellington on 26 February 1847 and by mid-March had to report, 'I certainly did not expect so violent and decided an opposition as I met from the very commencement and at every place throughout our journey up the valley'. The task had not proved 'as easy as the small number of natives and extent of the country led one to presume'.⁴³

39. Bagnall, p 27

40. Bagnall, pp 25ff. See also A G Bagnall and G C Petersen, *William Colenso*, 1948.

41. Bagnall, p 33

42. For more detail on the development of the 'Canterbury Association', see the Waitangi Tribunal, *Ngai Tahu Report*, 3 vols, Wellington, Brooker and Friend Ltd, 1991, and evidence.

43. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, pp 54ff

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Bell quickly cited the rents that Maori were receiving as the cause of their unreceptiveness: 'I was not sanguine they would immediately or even very willingly accept a proposal to purchase the land which already yielded them so considerable a revenue.'⁴⁴ Furthermore, Maori did not seem to be moved by the negotiator's observations that a law had been passed and that the leasing would end. This led Bell to refer to the Native Land Purchase Ordinance as a 'paper enactment'. Indeed, the practice of leasing in Wairarapa had flourished since 1846. Some European population figures are available: in March 1847, F D Bell listed 59 men, 14 women, and 19 children from 15 stations.⁴⁵ It was reported that £300 was paid for leasing rights in total during 1847.⁴⁶ While the first attempt failed there had still been some Maori interested in selling. Bell noted that the younger men, who had 'acquired tastes which large sums would enable them to gratify', were nearly all willing.⁴⁷ Colenso's journals provide evidence of heated debate amongst Maori in the immediate aftermath of Bell's visit: at Otaraia Colenso witnessed Ngatuere talking 'native fashion' all night to 'Mark and his party', willing sellers with whom he was greatly vexed. The missionary commented that Ngatuere's language was often bad but his arguments were the best. The subject was land: 'that fruitful source of mischief in this country'.⁴⁸

Following the first rebuff by Maori, efforts were redoubled to stress the imminent end of the leasing programme. On Bell's request Grey wrote to Wairarapa chiefs on

44. NZC 3/7, Hippolite, p 10

45. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 58

46. F D Bell to Colonel W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 54 (on p 58, Bell's table of Europeans in the district put the figure for annual rent at March 1847 at £325); McLean to Colonial Secretary, 9 July 1851, AJHR, C-1, p 311

47. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 56

48. Colenso, *Journal*, 14 April 1847

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20 March 1847, and his letter is indicative of the pressure that was being applied to Maori at this time:

I have been told that you will not make any arrangement with the Government for the sale of your lands, although sufficient portions would be reserved for yourselves and your children for use. My friends, this is not right. Ample reserves shall be retained for you if you will sell your lands; but if you will not conclude such an arrangement, then I shall desire the Europeans to depart from your land, and shall put an end to the arrangements at present existing between you and them.⁴⁹

Grey gave Maori only two options: give in to the Government, or risk loss of revenue and isolation as a small tribe in a still dangerous world. The *Government Gazette* of 9 October 1847 reiterated the threat, for the benefit of prospective squatters and Maori, that offenders under the 1846 ordinance would be prosecuted. It cited the ‘innumerable difficulties in adjusting the question of land’ that leasing threw up.

49. Grey to Wairarapa chiefs, not dated (circa 20 March 1847), GBPP, vol 8, sess 570, p 57

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The second attempt to purchase was better prepared to break Maori resistance. This time it was led by a Government agent, the Native Secretary, working on the behalf of the company H T Kemp. He had the aid of Bell. They were instructed to purchase as much of the Wairarapa valley and as far north toward Hawke's Bay as possible, excepting clearly defined reserves.⁵⁰ Prior to his departure Kemp 'insisted on being armed with yet one more proclamation' of the Government's position. This was included in the Government Gazette of 12 October 1848, and separate copies were struck off to be distributed in the area.⁵¹ Potential supporters were actively wooed. The first stop this time, on 14 November 1848, was for a meeting at Huangarua with the Wairarapa settlers. Naturally, squatters were eager to defend their interests. Not all agreed with the underlying belief that Maori did not have a truly valid claim to all the land. Colenso quoted Morrison, for example, on the injustice of attempts to take their land from them, which he said 'is doubtless as much theirs, as that of any Scotch laird is his'.⁵² There a promise was given to the squatters, 'to make some allowance to the squatters on a fair and equitable scale, for the abandonment of [their] stations'. It was said that the Government was 'also prepared and anxious to provide other runs for them outside the proposed boundaries of the new Settlement: for which purpose the Commissioner and I would do everything we could to acquire the whole country as far north as Ahuriri'.⁵³ This ploy proved successful so that Kemp and Bell gained a resolution from the meeting to assist the Government in its endeavour to purchase the land.⁵⁴

50. Colonial Secretary to Kemp, 16 October 1848, NM 10/9 (cited in more detail in Hippolite, pp 13,14)

51. These details were outlined in Fox to secretary of the company, 15 September 1849, GBPP vol 7, sess 1398, p 35.

52. Colenso, *Journal*, 7 November 1847

53. Bell to T C Harrington, NZC 3/9 (quoted in O'Malley, p 83)

54. The minutes of this meeting were printed in GBPP, vol 6, sess 1136, p 85.

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Another possible obstacle to negotiation was the local missionary William Colenso. Although he was based in Ahuriri, Hawke's Bay, Wairarapa was part of Colenso's parish. He assiduously visited the area twice a year and kept up a steady communication with his parishioners by letter. As we have already seen, he had encouraged Maori to lease land early on. Colenso had arrived only in 1845 and his first years were anything but successful and he managed to alienate important chiefs. In 1845, Arthur Wellington Te Kawekairangi (Te Wereta) framed his position thus to Colenso: 'Be thine the praying to God – be mine the praying to the Devil . . . thou hast fed me with stercus [excrement] and after that can there be any good? From "the servant of the devil".' In November 1847, Colenso reported, the powerful chief Ngatuere let it be known that a cooking pot was set up and ready for the missionary.⁵⁵ However, from 1847 he was gaining success in areas. Colenso drew Retimona Te Korou into his orbit through his medical feats,⁵⁶ and from 1848 he was to enjoy a few years of relative popularity before his further troubles from 1850.⁵⁷

55. See Goldsmith, pp 41ff

56. Goldsmith, pp 42, 53

57. See Goldsmith, pp 40–75, for an outline of his missionary fortunes.

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Colenso had been subject to allegations of giving anti-patriotic advice to Maori working on the road through the Rimutaka Range during 1847.⁵⁸ He was absolved from criticisms then, but his relationship with the squatters remained poor. His advice to Maori on leasing, which he related to Captain Mein Smith, would have in all probability been reported to the Government. Colenso wrote in his journal that he had been ‘strengthening [north Wairarapa Maori] in their determination to retain estates for their children’ during early 1848.⁵⁹ When Kemp and Bell began negotiations, Bell quoted Ngatuere as saying, ‘the missionaries (meaning Mr Colenso) had assured him that the moment the land went to the white men, go they must into the hills, they the owners of the soil’.⁶⁰ It had been decided in preparation for the late 1848 attempt at purchase to try to gain Colenso’s assistance in the matter. Given his reputation, this seems somewhat unrealistic; perhaps the intention was primarily to ensure his silence. Both the Colonial Secretary and Lieutenant-Governor Eyre wrote separately to Colenso in early November. Both letters extolled the virtues of the Canterbury scheme but also did not scruple to point out Colenso’s obligations of loyalty to the Anglican primate, under whose auspices the intended settlement would exist, and to the nation. The Government was not successful in obtaining the services of Colenso, either to encourage Maori to sell in Wairarapa or Hawke’s Bay as desired, but in the short term they did ensure Colenso’s silence. The Hawke’s Bay chief Te Hapuku characterised Colenso’s new taciturn approach by the description ‘he wai pakihī’ (a dried-up stream).⁶¹

58. Goldsmith, p 78

59. Colenso, *Journal*, 17 April 1848

60. NZC 3/9 (quoted in Hippolite, p 18)

61. Goldsmith, p 81

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Having obtained squatter support and at least Colenso's promised silence, Kemp and Bell had then to persuade Maori. Bell's description of the 23 November meeting at Otaraia with Maori demonstrates the 'cut and thrust' of the debates. Bell and Kemp were ruthless in the arguments they used. They questioned the Ngati Kahungunu's long association with land, claiming that their ancient home had been on the Waikanae and Otaki coast and that this had been lost to Ngati Awa and Ngati Raukawa. They further argued that Wairarapa Maori only now returned to Wairarapa 'one by one . . . in fear and trembling to the Valley since the arrival of the white men, without whose protection they must have left it the wilderness it was when Wairaweke [Wakefield] came'. To remind them of their vulnerability, Kemp and Bell had brought E Wata, a Te Ati Awa chief, with them. Bell claimed that they 'used to send him privately into the pah, "crammed" with what he was to say as from himself'. This was an attempt to shake the confidence of the tangata whenua. Bell countered Maori claims that 'the land was their great parent, to surrender whom would be death to themselves and their children' by arguing that the land was already gone from them, 'for cattle and sheep runs, to people who cut it up into large slices for themselves'.⁶²

Ngatuere responded to Kemp's belittling of their hold on the area by saying, 'it might all be true about the fighting of old, and their being driven to this place: reason the more for holding it in their own hands and not being driven away again into the scrub and the barren hills'. Kemp noted that another consideration for some who were opposed to selling was the leasing arrangements already agreed to. Some

62. NZC 3/9 (quoted in Hippolite, pp 17ff)

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questioned their ability to sell, feeling themselves bound to fulfil the 21-year leases.⁶³ Certainly, this was an argument to use in defence of the leasing system.

63. Kemp to Grey, 4 December 1848, GBPP vol 6, sess 1120, p 70

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In short, despite opposition from Ngatuere and Manihera, the meeting was successful for the New Zealand Company negotiators. Kemp had sought a unified decision, dismissing Ngatuere and Manihera's questions as representative only of two against the majority.⁶⁴ Boundaries were decided at about 900,000 acres, and the price between £3000 and £5000.⁶⁵ The assessment of Simon Peter, the Ngai Tahu chief of Te Kopi, at the end of November was, 'the people have publically proclaimed this "Wairarapa is for you," for us also a portion'.⁶⁶ To understand best the Maori reasoning behind the response to Bell and Kemp's November 1848 attempt, one needs to know what subsequently happened. Just prior to completion of the deal, it became apparent to the negotiators that there was a chance that the 'Canterbury Settlement' would no longer be based in Wairarapa. In Wellington, the company emissary, Captain Joseph Thomas, was showing his preference for the site now known as Canterbury. When the commissioners returned on 18 January to conclude the deal, being obliged to point out the possibility of changed circumstances to Maori.⁶⁷ The £4000 offered was refused and Maori demanded £16,000 instead. Both refused each other's price and so negotiations lapsed. The shift of the Canterbury settlement was recognised at the time as being the key issue.

Grey observed:

had the Canterbury settlement selected the district of the Wairarapa as the site of their location, there would have been no difficulty whatever in procuring the valley of the Wairarapa for them; but so soon as intelligence arrived in New Zealand that the Association . . . considered the possession of a good port as a *sine qua non* for their colony . . . the negotiation for the purchase of that district became embarrassed with new difficulties.⁶⁸

64. NZC 3/9 (quoted in Hippolite, pp 17ff)

65. Ibid

66. Haimona Pita to Governor Grey, 28 November 1848, GBPP, vol 6, sess 1120, p 71

67. As Dommatt instructed Kemp, Dommatt to Kemp, 12 December 1848, AJHR 1861, C-1/6, p 252

68. Governor Grey to Earl Grey, 9 February 1849, GBPP, vol 6, sess 1120, p 69

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The Maori offer to sell even for £16,000 had been a heavily contested decision. Kemp described Simon Peter, Te Hamaiwaka, and Ngairo as the sellers and Ngatuere, Manihera, and William King as the opposition. It appears that the meetings were very divisive: Kemp noted that the debate was in ‘the warmest possible manner’, elsewhere he termed it:

a violent discussion . . . anything but friendly . . . the opposition side insisted in the most determined manner on retaining the land, and in some instances throwing great doubt upon the existence of the claims represented by the former [selling] party.⁶⁹

Assuming an understatement by Kemp of the tension he caused, it is likely the debates were torrid. So, those who wanted to sell raised their price considerably, and those in doubt stiffened their opposition.

69. Kemp to Colonial Secretary, 18 January 1849, and *Journal*, 13 January 1849, GBPP, vol 6, sess 1120, pp 85, 92

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The promises which Bell and Kemp made in relation to the Canterbury settlement are important as they reveal what was required for a majority of Wairarapa Maori to willingly sell 900,000 acres at a very low price. These included: ‘a good payment’ (as opposed to ‘paltry rents’), ‘a large body of white men among them, with a Bishop, Ministers, and Schoolmaster who would teach the Maori as well as the pakeha’, and ‘a town would be laid out for them similar to the one at Otaki; where the Natives were fast improving in everything’.⁷⁰ The use of ‘for them’ could well have been designed to instill some misunderstanding. Kemp stressed to Maori that the Canterbury settlement would bring a body of Europeans who were more numerous, influential, and wealthy than the present squatters.⁷¹ We have seen that Kemp had earlier estimated that trade with Europeans was worth almost as much as the rents for Maori.⁷² A large town of Europeans, provided enough reserves were retained, would open up considerable trade possibilities. The ‘ownership’ of a Bishop to themselves, or in their area, and a town, and a large population of Pakeha seemed to be things for which Maori were willing to trade ownership of land. The possession of these things would raise the mana of Wairarapa Maori vis-a-vis the more numerous Ngati Kahungunu of Hawke’s Bay or even their old enemies the Te Ati Awa. Clearly, the Maori supporters would have seen this deal as the start of an on-going relationship with the Canterbury settlement, one through which they could prosper. When this possibility was threatened by New Zealand Company interest elsewhere for the location of the proposed settlement, the continuance of the status quo with leasing became the favoured position again.

70. NZC 3/9 (quoted in Hippolite, p 18). A similar offer had been made to Maori at Picton in 1848; instead of ‘tenths’ in the European town they were offered a town of their own (see Phillipson).

71. Kemp to Grey, 4 December 1848, GBPP, vol 6, sess 1120, p 70

72. Kemp to Grey, 9 February 1849, GBPP, vol 6, sess 1120, p 87

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In this light other arguments, such as the threat of the termination of leases, seem relatively less important at this stage. By refusing the opportunity for a sale in January 1849, Maori indicated that they believed that leasing was still viable and that Government threats were just that – threats. Kemp said as much in his report. Of his reminder that the Government had the power to withdraw the settlers and deprive Maori of their rent he said, ‘I am inclined to believe that they regard it merely as a threat for the purpose of compelling them to sell.’⁷³ Yet, it is possible to argue that the Government’s official position on leasing did have an effect on those chiefs who had decided to sell, albeit for a higher price. Simon Peter had written to the Government early in 1847 and in response to the Native Land Purchase Ordinance, ‘declaring his resolution never to sell any of his land, and asking his Excellency to permit the present system of leases to continue’.⁷⁴ Only a year later he had been transformed into a ‘seller’. This transformation could be explained by Simon Peter believing Kemp’s threats, but such cannot be proved.

Maori refusal to heed the threats of a clampdown on leases was vindicated. At Kemp’s request, late in 1848, squatters had agreed not to take on new leases, and so the extent of leases remained static for a few months. The community at Kaikokirikiri demonstrated their disappointment with this policy by their writing a long letter to the Queen against the proposals of the Government and asking Colenso to deliver it.⁷⁵ To this researcher’s knowledge the letter was never sent. This is perhaps due to the fact that, from early 1849, the leasing system underwent a new burst of expansion. The New Zealand Company agent William Fox bitterly pointed

73. NZC131/4/3 (quoted in Hippolite, p 22)

74. F D Bell to W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 55

75. Colenso, *Journal*, 24 March 1849. Colenso declined to deliver it, fearing that he would be accused by the Government of instigating it.

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to 'less scrupulous parties' moving in, a development which irritated those squatters like Captain Smith who had observed the moratorium. Fox bemoaned the powerlessness of the Government in organising 'legitimate' colonisation. He noted:

that on a recent occasion a party of natives from the Wairarapa, who had visited the Lieutenant-Governor to talk about the sale of the district, on their return made a song in mockery of the inefficiency of the Government, which was sung for days throughout the valley, and which must have been repugnant to the ears of such as entertain feelings of loyalty towards Her Majesty the Queen.

He later added that given the Government's firm assurances that the Ordinance would be enforced this time (late in 1848), the non-enforcement was 'calculated to have a most prejudicial affect' on the squatter and Maori minds.⁷⁶ By 1850, 12 had extended to 'the founding forty-five'.⁷⁷ From 1850 to 1852, the total Wairarapa rent continued to rise, although much of the expansion was north-east into areas beyond that originally included in the Canterbury scheme. By McLean's calculations, rents in Wairarapa had risen precipitously from Kemp's figure of £588 at June 1850 to £1244 at August 1851.⁷⁸ Estimates of rent money varied, however, as Wairarapa rents were officially estimated in August 1848 to be £609 for 100,011 acres.⁷⁹

By 1850 in Wairarapa, the situation was complex. On one hand, there was a group of Maori who seemed willing to sell a lot of land either very cheaply with a promise of extensive settlement, or for a larger price without such a promise. There was another group who vehemently resisted the prospect of sale. Even after the negotiations with Kemp and Bell had failed, Colenso observed that Ngatuere was reported to be going to the west coast to get help, as he felt that some of the 'inferior' chiefs of the lower Wairarapa were eager to transfer all the valley to the

76. Fox to secretary of the New Zealand Company, 15 September 1849; Fox to Dommett, 18 September 1849, GBPP, vol 7, sess 1398, pp 35–37

77. Bagnall, pp 50ff

78. McLean to Colonial Secretary, 26 August 1851, GBPP, vol 9, sess 1779, p 41

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Government.⁸⁰ The missionary claimed that there were ‘disputes everywhere’ about the boundaries of land which the Government was interested in.⁸¹ This divided group was placed under considerable pressure, first by an increasingly desperate New Zealand Company,⁸² and gradually more so by the Colonial Government, which was determined to alienate the land and terminate the leasing system.

79. ‘Statistics of New Munster, New Zealand, from 1841 to 1848’, GBPP, vol 6, sess 1280, p 173

80. Colenso, *Journal*, 27 March 1949

81. *Ibid*, 19 May 1849

82. The embittered directors singled out the situation in Wairarapa as one of their grievances, citing the prevalence of squatting, tacitly permitted by the local government, as the ‘main cause of the delay so injurious to the Company’ (Harrington to Earl Grey, 9 August 1850, GBPP, vol 7, sess 1398, p 31).

