

CHAPTER 3

THE FIRST CROWN PURCHASES: 1853 TO JANUARY 1854

In January 1849, Kemp and Bell's mission to purchase about one million acres in Wairarapa had ended in failure. Between 22 June 1853 and 18 January 1854, the 'deadlock' was broken in a spectacular way, and about 1,500,000 acres of Wairarapa land were sold by local Maori. A total of £23,547 was paid, or pledged as instalments, to the sellers for this land. In addition, 5 percent of the proceeds when the land was resold by the Crown was promised in some cases. The 1.5 million acres were sold in a series of 41 deeds. This sudden success for the Crown needs to be explained. The possible reasons were many and not uniformly shared throughout the area. First, I will give an overview of the events and the details of the sales (without analysis), secondly, I will consider the various Maori motivations, and, thirdly, I will highlight some problems inherent in the Crown purchase techniques that were used.

3.1 SUMMARY, 1849–53

Following Kemp and Bell's failure in 1849, the New Munster Executive Council involved itself in the purchase of Wairarapa. It was decided that another attempt would be made and that this time the agent would have more powers to act against the leasing system, which was viewed at the time as the crucial issue. On 24 September 1849, Donald McLean was told to proceed to Wairarapa 'with the least possible delay' to negotiate on the behalf of the New Zealand Company.¹ Accordingly, McLean was given appropriate powers to deal with squatters. He was authorised to institute proceedings in any Resident Magistrate's Court against such parties that stood in the way of negotiations or those who had made illegal land arrangements since the notice in the *New Munster Government Gazette* of 9 October 1847.²

The New Zealand Company had its charter withdrawn in 1850. It had cited its failures in Wairarapa, which it blamed on the local government for not enforcing the regulations against squatters, as important to the collapse. The local government decided to pursue a purchase on its own. McLean's services were retained. On 19 September 1850, while he was still negotiating in Manawatu, he was given the

1. NZC 3/10, Hippolite, p 25

2. O'Malley, 'The Ahuriri Purchase', p 98

Wairarapa

wider powers of a resident magistrate for the province of New Munster. This confirmed his ability to hear cases under the Native Land Purchase Ordinance. It also allowed him to adjudicate upon cases of disputed ownership between Maori in districts where he was to be the Crown purchaser. In this way McLean would carry two powerful tools with him when he went to Wairarapa, tools that would enable him to take a tougher line with both squatters and Maori. Furthermore, McLean was now purchasing for a buyer with greater capital resources than the ‘cash-strapped’ New Zealand Company.

Before McLean had a chance to turn his attentions to Wairarapa, another strategy presented itself to make inroads into its purchase. Chiefs from Hawke’s Bay had written to the Government, inviting it to consider their lands. Te Poihipi Hou and Hoani Waikari of Waikari, ‘near Ahuriri’, had written on 12 April 1849, inviting the Governor to come and talk about land-selling. On 26 April 1849 Tareha wrote, it appears, with the consent and approval of Karaitiana Takamoana, Te Moananui and Puhara. Tareha had appealed:

Friend hasten – and do not throw overboard this our Letter because this seems to be what pleases you viz. the consenting on our part for the selling of the land – friend Gov. Grey approve of this our request for White people for this our land and let them be men of high principle or gentlemen no people of the lower order – let them be the Colony of Missionaries who [we] have heard are coming out.³

The Ngati Te Whatuiapiti chief Te Hapuku had written to McLean as well on 17 June 1850 asking him to come to Hawke’s Bay to purchase land on which Pakeha might settle.⁴

McLean was readily aware of the benefits of obtaining land in Hawke’s Bay. In its own right Hawke’s Bay was viewed as ‘peculiarly adapted for sheep grazing’. If

3. O’Malley, pp 92ff

The First Crown Purchases: 1853 to January 1854

purchased, 'the country may be opened up for the Wairarapa settlers, in which most of them may be able to obtain runs from the government, and discontinue, without much disadvantage to themselves, the present system of leasing from the Natives'.⁵ Here was a means by which the squatters could be appeased and the bargaining power of Wairarapa Maori removed. McLean also hoped to foster some useful personal links in Hawke's Bay. He noted:

The blocks of land offered for sale by the Natives are not extensive, but as the tribes with whom I am negotiating are claimants to large tracts of unoccupied country, extending from Hawke's Bay to the Manawatu and Wairarapa, I am in hopes that the Government may be enabled to carry on purchasing steadily towards these districts.

McLean's hopes were realised. In December 1850, he went to Hawke's Bay to negotiate the purchase of three large blocks; in November 1851, he returned to complete the deals. The Waipukurau, or Te Hapuku's, block was signed on 4 November 1851: an estimated 279,000 acres were bought for £4800. The Ahuriri block was signed on 17 November 1851: an estimated 265,000 acres for £1500. Finally, on 4 December 1851, the Mohaka purchase was concluded: approximately 85,700 acres for £800.

4. Ibid, p 103

5. McLean to Colonial Secretary, 28 December 1850, AJHR, 1862, C-1/2, p 308

Wairarapa

Soon after the above purchases, McLean reported that Maori had offer a large strip of land from Hawke's Bay south along the coast as far as Whareama River, south of Castle Point, and inland to the ranges.⁶ So, McLean was purchasing his way south. It was not until 22 June 1853, however, that a purchase in the area was concluded. McLean had talked in January 1852 of a stretch of coast of 80 miles. The actual purchase extended from the Whareama River mouth, in the south, as far as the Waimata River mouth, in the north: a distance of some 45 miles. It ranged inland to the Puketoi Mountains. The estimated acreage of the Castle Point block was 275,000 acres, for which £2500 was to be paid. The deed was signed by some 301 people, the leading chief being Wiremu Te Potangaroa from Mataikona.

After 'Castle Point' was purchased, high hopes were held of obtaining the Wairarapa valley itself. In August, George Grey took an active role in the negotiations by travelling in person to the valley. There he met Maori and the squatters in an attempt to persuade them of the benefits of the sale of the land. Grey's visit was quickly followed by a flood of sales. The purchases can be divided between small blocks, consisting of the homesteads of squatters, and large blocks. The sales began with one of the former, McMaster's run at Tuhitarata, on 25 August 1853. Other small homesteads followed at regular intervals – areas occupied by Captain Smith on 16 September, then Morrison, Gillies, Burling, Collins, Blacksmith, and the rest.

Meanwhile, larger deals were negotiated. I will give the block size as given in Turton's *Maori Deeds*, although, as we will see, these were often inaccurate. The Western Lake block was bought on 1 September 1853: an estimated 200,000 acres

6. McLean to Colonial Secretary, 6 January 1852, AJHR 1862, C-1/11, p 317

The First Crown Purchases: 1853 to January 1854

for £2000 (a large part of which was some of the Rimutaka Ranges). The Eastern Lake block was purchased on 6 September: 120,000 acres for £1100. McLean remained in the south of the valley to purchase the smaller Tuhitarata block on 10 September: 40,000 acres for £1000. This last block bordered the Eastern Lake block at the north. These three blocks secured a large part of the south of the valley. Next, McLean moved north to the area dominated by Ngatuere and Te Manihera, chiefs who had profited from leasing and were hostile to the sale of land. On 19 September, he concluded the purchase of the Tauherenikau No 4 block: estimated to contain 430,000 acres for £2000. Of that large block, which extended immediately north of the lake and westward, only around 40,000 acres were in the valley, the rest extended over the Tararua Ranges.

McLean then turned to the coast. The key to gaining the lands along the Eastern Coast up to the portion alienated at Castle Point lay in resolving the troubles that had arose over Barton's run at White Rocks, just north along the coast from Cape Palliser. On 25 October, an estimated 40,000 acres were sold for £1000 (the block was entitled Whawhanui). From there, McLean moved north up the coast. The Pahawa block, between the Rerewakaite and Kaiwhata Rivers, was bought on 29 October. It was estimated by McLean to be 250,000 acres, for which £700 was paid, with more promised when the survey was completed. The Whareama area, south along the coast from the Castle Point block, was purchased in four blocks: 1 November then 2, 9, and 12 December; in all, an estimated 188,000 acres for only £1000. Amidst the Whareama blocks, McLean purchased the Waihora block (between the Tauheru and Wainuioru Rivers) on 28 November, 12,000 acres for £300. Inland from the Whareama area, and at the north of the Wairarapa valley, was

Wairarapa

the 100,000-acre 'Manawatu' block, bought for £800 on 10 December. It took 18 years to complete the purchase of the wider Wairarapa–Manawatu area. The same day, McLean completed the Upokongaruru purchase that he had begun in October. This block lay inland from the outlet of the Kaiwhata River: about 50,000 acres for £487.

The next substantial purchases were the two Kuratawhiti blocks, in the central valley around modern Greytown. These were concluded on 14 December, and contained an estimated 4000 acres for £220. On 23 December, a block of 18,000 acres was bought at Owhanga, near modern Featherston, for £1000. The focus returned to the coast for the next purchase, Kaiwhata, immediately north of the Pahawa block. The first deed was signed on 27 December: 10,000 acres for £270. Next, and down the coast immediately south of the Pahawa purchase, was the Te Awaite block, concluded on 3 January 1854. Its area was estimated 100,000 acres, for which £1500 was paid. This was followed by the prime spot of Wharekaka, in the valley east of the lake and north of the Tuhitarata block. On 4 January, the 40,000 acres were sold for £2000. A little way north up the valley, east of modern Greytown, lay the Ahiaruhe block. About 5000 acres of this were sold on 4 January for £500.

On 9 and 11 January, Smith's run was bought in two blocks. Together they were sized at 6000 acres and priced at £500. The last two purchases (in this first 'season' of purchases) were Kuhungawariwari, around modern Masterton, on 11 January (an estimated 150,000 acres for £1500), and Awhea, on the coast north of Cape Palliser and the Whawhanui block, on 18 January (15,000 for £400).

The First Crown Purchases: 1853 to January 1854

McLean left the Wellington area after January, making his way to Auckland. He did not return to Wairarapa until December 1854. According to Turton's *Maori Deeds*, in the period June 1853 to January 1854 an estimated 2,038,099 acres of land was sold.⁷ This figure is quite inaccurate. As there are only about two million acres in the whole of Wairarapa, just over two million could not have been sold in the first round when Maori retained substantial areas. One example casts a large shadow over the accuracy in Turton. He gives 250,000 acres for the Pahawa block (deed 97 and one whose boundaries are fairly clear on a map), a digitized estimate for that same block gives 110,000 acres.⁸ Turton's figures were based those made by McLean when he negotiated the sales.⁹ While allowances must be made for the inaccurate methods of surveying available to McLean at that stage, which usually meant multiplying the length of the block in miles with its width and converting the resultant figure to acres, it is possible that McLean made over-enthusiastic estimates to enhance his apparent success as a purchaser. The total acreage sold requires substantial reduction. Bagnall's estimate of 1,500,000 acres (about three-quarters of the total area) seems plausible, as after 1854 there was about 500,000 acres left in Maori hands.¹⁰ For this area Wairarapa Maori received £23,547, of which £14,690 was paid on the day or before each deed was signed. The rest was to be paid in

7. This figure is obtained by adding the estimated acreage for each block as given in Turton's *Maori Deeds*. To that total, I have added an estimated 120,000 acres for the Eastern Lake block (sold 6 September 1853), which Turton omits, and 100,000 acres for the Manawatu block (deed 102), for which Turton gives no estimate. 18,000 acres for deed 116, 'Manihera's reserve' is subtracted because this appears to be a copy of the Owanga block (deed 115). The 18,000 acres from deed 115 are subtracted from the total because they were a reserve, and thus already sold in terms of acreage. 600 acres is also subtracted for deeds 113 and 114, which were reserves from the Western Lake block and thus included in that estimate.

8. This digital computer estimate is derived from a map of the province of Wellington showing the blocks, 1871, W111. Where they have been done, these estimates are placed in italics on the table.

9. McLean's list of his purchases, until 23 December at least, with the estimated acreages are to be found in McLean's papers (folder 0004, ATL).

10. Bagnall, p 105. Rutherford, *Sir George Grey*, London, 1961, p 185, gave 'close to two million acres'.

Wairarapa

instalments.¹¹ In addition, on nine of the largest purchases Maori were to receive the ‘Wairarapa 5 percent’, which was defined in the deeds:

It is further agreed to by the Queen of England on her part to pay us at certain periods within certain years to be decided on by the governor of New Zealand and ourselves, that is, that we are to have a certain additional consideration for the lands we have sold, to be paid to us for the forming of schools to teach our children, for the construction of flour mills for us, for the construction of Hospitals and for Medical attendance for us, and also for certain annuities to be paid to us for certain of our Chiefs; but it is hereby agreed that we ourselves and certain officers who shall be appointed by the Queen or the Governor of New Zealand shall carefully discuss in Committee to which and at what times and in what proportions the said money shall be applied to each of the purposes above specified. The payments to be made annually to our Chiefs are to be decided upon by the Governor of New Zealand only or by an officer appointed by him, who shall have the power of deciding as to which Chiefs shall receive the said annual payments. These payments for all the above purposes are to be as follows, that is, when the surveys are complete and the land is resold which we have transferred to the Queen of England or to the Kings or Queens who may succeed Her: a certain portion of the money to be received by the Queen or Government of New Zealand as payment for the said land is to be deducted for the purposes which have been above specified, the amount of the money which is to be returned to us is 5 per cent or equal to five pounds out of every hundred pounds, after deducting the surveys and other expenses connected with laying off the said lands.¹²

11. These figures were obtained in the same way as the acreages, although money for reserved land that was sold in this ‘session’ was added to the total, not subtracted. Bagnall gave £14,000, a figure which I am at a loss to account for, while Rutherford gave under £18,000.

12. Turton, deed 88, p 267

The First Crown Purchases: 1853 to January 1854

The payment of the five percent followed some considerable time after the sale of the land and became a cause of disputes which will be outlined in detail in the fourth chapter. Wairarapa Maori also received £100 for their claims to Wellington, while Ngati Toa, Ngati Tama, and Ngati Awa received £700 for their claims to Wairarapa. An indication of the feverish nature of the purchases as a whole is gained from observing the way in which currency was obtained to make the purchases. By October 1853 money was scarce, so that McLean was supplied by personal loans from Grey and others, and from 'on the spot' and irregular sales of some of the smaller blocks, via the Crown, to the run holders concerned.¹³

3.2 MOTIVATIONS

An attempt needs to be made to explain the decisions made by many Maori in the area to sell during the period outlined above. They were subject to a range of pressures and inducements. The response and motivations of each seller varied, so that a combination of the possible factors outlined below would have been crucial to one seller, while another combination or single factor would have been crucial to another.

13. Bagnall, p 104

Wairarapa

At the most basic level, for those who had been willing to sell about one million acres for £16,000 in 1849, their asking price had, to a large measure, been met. At the time the local government had regarded the sum asked for by Simon Peter as ‘so unreasonable and exorbitant as not to be for a moment entertained’.¹⁴ Yet, these Wairarapa Maori postponed the sale and manoeuvred things more to their favour. By breaking the sales up into smaller portions they achieved better prices while the size of the overall sum was not so apparent. The area sold was enlarged, although some of that extra acreage came from parts of the Rimutaka and Tararua Ranges. The price was similarly increased from the £16,000 proposed, particularly with the five percents added in. The £23,000 was divided among far fewer recipients than Hawke’s Bay purchases; about 700 or 800 people shared this sum. The fact that over £14,000 was paid immediately was an extra bonus. The transfer of the purchasing function from the New Zealand Company to the Government had provided resources sufficient to meet the increased payments.

3.2.1 Promises

Cash payments were not the only remuneration promised to Maori if they signed the deeds and made the sales. All were aware that the Government price was lower than that for which it would subsequently be sold. The idea of receiving the five percents pre-supposed that knowledge. So, there was an expectation of other benefits. Unfortunately for the record, there is little information available on the discussions at the time. It seems probable that similar arguments were used to those used in Hawke’s Bay by McLean two years before.

14. Dommett to Kemp, 24 January 1849, AJHR, 1861, C-1/7, p 252

The First Crown Purchases: 1853 to January 1854

Public works were expected and promised. Maori had some evidence of the efficacy of Government works. The Wairarapa road was built over the Rimutaka Ranges in the late 1840s and early 50s. This enhanced the agricultural facilities of the valley. Over £14,136 was expended in its construction. Maori benefited from the road itself, the labour at 2s 6d per day, and the trade with the construction communities.¹⁵ Similarly, Wairarapa Maori had the example of the hospital at Wellington, headed by Dr Fitzgerald. Maori from Wellington and the west coast filled its beds, at this time of sickness, and Wairarapa Maori would have hoped for something similar in their area. A mill had also been promised. In some of the purchases the public works were embedded in the five percent clause – they were regarded as part of the price. Some confusion was left to exist as to whether such public works would be funded only out of the five percents or in addition to what was funded in that way.

Often mentioned as a benefit was a town in the area. Some historians have suggested that the financing of colonisation by the profits of Government land sales was a deceit on the part of the Government.¹⁶ This assumes that colonisation was a bad thing. This was not a common perception then amongst Europeans or Maori. We have seen that the promised large town with Pakeha settlers in it was one of the Canterbury settlement's main attractions for the Maori sellers. McLean would have still alluded to the probability of a town developing in the area. Ngairo asked in 1849, after the Government had refused their price, that still a 'body of white people be sent'.¹⁷ It has been noted before that it was believed that a large European population would bring trade and prosperity to Maori of the area.

15. GBPP, vol 6, sess 899, p 5

16. O'Malley, pp 40, 54

17. Ngairo to Lieutenant-Governor, 1 February 1849, GBPP, vol 6, sess 1136, p 88

3.2.2 Leasing

As well as inducements to sell there were also threats if that option was not taken. Government resolve on the leasing issue was strengthened by the failure of Bell and Kemp's mission in January 1849 and by the steady expansion of the squatters' range up to 1853. Fox believed that the 'sole obstacle' to the purchase of Wairarapa was the money received from rents.¹⁸ Eyre told Grey in August 1849 that the difficulties created by the squatters were daily increasing as they spread north of Wairarapa, 'quite up to Ahuriri'.¹⁹ It was not surprising that Maori were not taking Government threats seriously when new stations were being set up all the time. Colenso noted signs of expansion of squatting early in 1850. At Oroi, on the coast near White Rocks, he noted that disputes about boundaries, 'that fruitful source', were now 'frightfully reviving'. He lamented the ubiquitous 'rage for letting land to colonists', which he considered to be the rock upon which many would ship-wreck their faith.²⁰

18. O'Malley, p 96

19. O'Malley, p 95

20. Colenso, *Journal*, 18 March 1850

The First Crown Purchases: 1853 to January 1854

Those interested in the purchase of the area stressed the problems inherent in the leasing system. McLean outlined the usual argument: he related to Grey that Kelly had said that ‘the Natives regard him in his own house as a mere tenant on sufferance, any moment to be ejected’. He cited an example when a servant was reported to have been ‘struck by an insolent Native when he was prevented from taking food’.²¹ Later, McLean noted that the squatters had been well established despite the insecurities, having made improvements estimated at £7000 at least which they were ‘liable to be deprived of at the slightest caprice of chiefs without the slightest notice’.²² McLean’s argument could be easily inverted, however. The fact that squatters were ready to invest heavily in the area suggests that they did not view their landlords as being quite so capricious. We have already seen that later, in 1862, McLean also regarded the squatting system as an encouragement to the ‘most idle and dissolute characters of the tribe’ and conducive to developing cupidity.²³ This view may be contrasted with Kemp’s observations in 1849:

With regard to the natives, His Excellency will be pleased to learn that the tribes who now inhabit the valley and coast (considering that they were but a few years ago amongst some of the most barbarous in the Southern district) have made rapid advancement, and are now to a very great extent in the enjoyment of European comforts. Some are holders of cattle, others of horses and sheep; and in every village is to be seen the wheat-field, the stack, and mill, and what is still more gratifying, the use of bread is now becoming universal, and is an article of daily consumption.²⁴

21. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

22. McLean to Colonial Secretary, 6 February 1854, AJHR, 1861, C-1/28, p 264

23. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1/6, p 312

24. Kemp to Colonial Secretary, 9 February 1849, GBPP, vol 6, sess 1136, p 86

Wairarapa

One does not have to accept Kemp's Eurocentric judgements of success and progress, but his assessment contradicts the assumption used to justify the ending of leasing, namely that it encouraged idleness amongst Maori. Subsequent reports from Kemp to Grey and from Grey to Earl Grey stressed the good feeling between Maori and squatters in the area.²⁵ There were, therefore, indications that the leasing system was working, to some extent, for the benefit of both Maori and European.

By the same token, Colenso's journals do provide evidence of some of the problems with the system as it was. In March 1850 Colenso was asked by settlers about Huaangarua to tell Maori that they would now subtract from their rents the value of sheep killed by 'Native' dogs. When he related the incident to Maori, Colenso noted that it caused a 'sensation'.²⁶ The missionary received a personal taste of the tensions in Wairarapa when walking the public route with his dog 'Keeper'. At Pahawa, on the East Coast south of Flat Point, he was 'accosted' by two Europeans separately each with a 'double barrel' telling him to tie up his dog or it would be shot. Colenso was not so easily intimidated and wrote promptly to the police magistrate St Hill, but observed at the time that it was for him 'personal and practical proof of what the Natives have to endure from many of the settlers, of which I have heard very much'.²⁷ The leasing system was not a perfect system, yet when its tranquillity was threatened it was by no means always due to the

25. See Grey to Newcastle, 3 September 1853, commenting on a speech by Wairarapa settlers to him where the good feeling between the Europeans and natives was proclaimed, GBPP, vol 9, p 283, and Grey to Earl Grey, 7 February 1852, where he commented on the harmonious relations between races in the district including Wairarapa, GBPP, vol 9, p 71.

26. Colenso, *Journal*, 24, 25 March 1850

27. *Ibid*, 12 April 1851

‘capricious Natives’. Problems with dogs, however, were not peculiar to any system of land tenure.

What influence did the long-threatened ‘clamp-down’ on leases have on the various Maori decisions to sell in Wairarapa? It needs first to be demonstrated that Wairarapa leaseholders were actually moved, or that Maori were actually convinced of the efficacy of more threats. McLean claimed that he made his position very clear to Hawke’s Bay Maori:

When I first visited Hawke’s Bay the Natives were fully debating the advantages of leasing their land as compared with the absolute sale of it, and I found it necessary to convince and assure them that no leasing should for the future be sanctioned that a law which I translated, and explained to them [the Native Land Purchase Ordinance 1846] had been passed to stop such proceedings and that the only legitimate means by which they could realise revenue from their waste lands would be by disposing of them to the Crown. In pursuance of a general authority under the hands of His Excellency the Governor in Chief proceedings . . . were instituted and steps taken to prevent parties from entering into any arrangements excepting through the Agency of the Government for the occupation of land at Hawke’s Bay and this opportune interference while several flock-owners were preparing to go there has entirely prevented the Wairarapa system of squatting from extending so far and it has also been instrumental in securing to the Crown a property of upwards of 600,000 acres in that valuable and fertile district.²⁸

McLean showed his resolve by telling Tiffen to remove his sheep from the Ahuriri area in December 1850. He told Tiffen that he had ‘distinctly and publicly given notice to the chiefs, that the government will not sanction the leasing of land’.²⁹ Having secured the Hawke’s Bay land on that understanding McLean was bound to carry it to effect in the south if he was not to alienate the land sellers in Hawke’s Bay, who:

would not only decline to sell more land but they might regret having sold any, and also consider themselves as the declared friends and allies of the Government more unjustly dealt with [than] those, who are at present reaping large advantages from

28. Executive Council minutes, 6 May 1852, NM 7/1 (quoted in O’Malley, p 168)

29. McLean to Tiffen, 16, 17 December 1850, AJHR, 1862, C-1, p 308

Wairarapa

being allowed to act in opposition to the as yet unvindicated laws and proclamations that have been issued in reference to the Wairarapa.³⁰

30. O'Malley, p 169

The First Crown Purchases: 1853 to January 1854

As a result, McLean was instructed to ‘take immediate steps to stop such arrangements and to punish the persons (attempting to enter into any new arrangements) who may persist in thus attempting to violate the law’.³¹ In July 1851 McLean had wishfully observed that several of the Wairarapa settlers were preparing to remove to Hawke’s Bay following the purchases.³² Yet squatters continued to appear in Wairarapa. The new policy was acted upon by McLean. John Sutherland had taken up a run between the Whareama and Waiorongō Rivers (the latter being a stream a few miles south of the former). He was told to go in December 1852. This action had direct ramifications for the crucial Castle Point purchase, which bridged the Hawke’s Bay willingness to sell with that of the Wairarapa. When a long-term squatter Guthrie went to drive off the cattle, he found that Maori protested and wished Sutherland to remain, saying, that if they were pleased with an offer for the block which the Crown might make for the area they would sell. This, Guthrie said, was the first time they had ever spoken of parting with it.³³ This quotation suggests that McLean’s action on the leasing had a direct impact on the decision of Wiremu Te Potangaroa and the other 300 who sold the Castle Point block in June 1853. It is not quite so clear-cut as that, however. Guthrie was incorrect in saying that it was the first time Maori of the Castle Point area had spoken of parting with the land. In early January 1852 McLean received several letters from Maori of that same area on the topic.³⁴ A possible scenario is that Te Potangaroa and other chiefs of the area, who were at the Waipukurau purchase, would have heard McLean’s claims about the fate of leasing. Those threats and other considerations encouraged them to show

31. Ibid

32. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1, p 312

33. Guthrie to McLean, 9 February 1853 (cited in Bagnall, pp 96, 97)

34. McLean memo, c 6 January 1852, AJHR, 1862, C-1/11, p 317

Wairarapa

their interest in selling to McLean. They already enjoyed an income of £200 per annum from Guthrie. When Sutherland made an approach, however, the opportunity arose to test McLean's resolve. When that was ended by McLean they believed the threats and resolved to go ahead with the sale. Naturally, the events in the north would have been related further south. McLean continued his determined tactics in the valley. In May 1852, J Kelly was aiming to extend into Clifford and Weld's old run on the Wharekaka Plains. He was warned by McLean that persistence in that matter would lead to enforcement of the Native Land Purchase Ordinance.³⁵ By September 1853, McLean claimed that leasing had 'already been checked in this Province to the extent of seven hundred and fifty pounds a year'.³⁶ The first squatters, however, were still in attendance at the signing of the deeds and remained in residence of their original blocks. None of the original squatters of the area had actually been asked to leave their stations.

The foundations of the squatting system were shaken further when the squatters themselves threw in their support for the sales. There are many indications of significant bonds between lessee and lessor, which in some cases led Maori to sell the land in order for the squatter to remain in his area.³⁷ McLean cited the influence lent by run holders in support of sales as an important factor in his success.³⁸ The prediction of the end of leasing was given extra force through its being delivered by Governor Grey himself, which will be discussed later.

35. McLean to Kelly, 6 May 1852, McLean papers, folder 0004, ATL

36. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

37. McLean to Colonial Secretary, 20 October 1853, AJHR, 1861, C-1/25, p 263

38. McLean to Colonial Secretary, 5 September 1853, AJHR, 1861, C-1/20, p 260

The First Crown Purchases: 1853 to January 1854

As has already been indicated, the effect of a threatened end or curtailment of leasing was to leave Maori with a choice of selling and having a large European population in the area, or holding on to the land and risk being bereft of Europeans save the few squatters who arrived before any regulations. This possible relative isolation would truncate revenue through land leasing (or selling) and trade. It is possible that considering this scenario, thoughts would again turn to the matter of security. Most could remember the 1830s when, in Ngatuere's words, the people 'fled from place to place in fear'.³⁹ Might those days return? In the mid 1840s there had been some scares for the small Wairarapa population. In September 1846, H S Tiffen sent a letter from Retimona Te Korou to the Superintendent from which, and from 'repeated conversations', Tiffen inferred that 'the Natives here seriously anticipate an incursion by the Rebels, or as he says "when Rangihaeata gets together a Taua of hundreds"'. Tiffen's suggestion that Captain Smith had twenty muskets for an emergency met with the reply from Te Korou, 'what use is 20 muskets when the Taua comes?'.⁴⁰ Colenso noted in March 1845 that Maori at Akitio and Mataikona were 'all very much afraid of some horrible tribes from the Thames/Waikato district prowling around'.⁴¹ Potential enemies also lay closer to home than Waikato: we will see that Otaraia pa was said to be built during 1846–7 when Te Hapuku threatened attack. In contrast, in 1852 Colenso bemoaned the development of small scattered communities up the coast, which he attributed to a desire on the part of the owners 'to keep it from being alienated by greedy chiefs', as it made his task of ministering to them more difficult. But he proudly observed, 'still no greater proof (especially to *old* New Zealanders) of the blessed change upon even wildest places in this land of

39. Ballara, 'Ngatuere', DNZB, vol 1, p 316

Wairarapa

hatred and blood, than the present scattered living – as far from help as from fear'.⁴²

The missionary, whose sins were about to be exposed, was naturally eager to stress the efficacy of his work and the work of the mission, and his views should be taken carefully. Still, Wairarapa Maori had invited Europeans into the area partly to boost manpower in the area, to give Europeans reason to help protect its peace. With the revenue they obtained muskets and horses could be bought if necessary. Further European settlement would develop this sense of security, stagnation (or decline) of settlement through the ending of leases might have revived old fears.

3.2.3 George Grey's visit to Wairarapa, August 1853

40. Tiffen to superintendent, 25 September 1846, McLean papers, folder 0003, ATL

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

42. *Ibid*, 15 April 1852

Grey's visit to Wairarapa in August 1853 was followed immediately by the beginning of land sales in the area. Grey's personal involvement represented a new strategy to break the resistance of the local Maori. His biographer, Rutherford, entitled it 'Grey's final assault'.⁴³ Kemp told McLean that the Governor had 'determined to make another effort for the Wairarapa . . . upon a new principle . . . a "Komitinui"'. By this, Bagnall wrote, 'little more was probably envisaged than the convening of a grand meeting at which Grey could use his considerable mana to tip the scales', whereas Rutherford viewed it as a 'semi-royal progress'.⁴⁴ There is no account of the arguments Grey put forward to Maori at the time, but his views can be obtained. A synopsis of his speech to the Wairarapa settlers exists. There Grey praised the settlers for their developments, ever under 'insecure tenure' and stated that he hoped he would succeed in purchasing the area so that they could purchase a more 'satisfactory title'.⁴⁵ Grey's desire on the part of the Government to obtain as much land as possible is also well documented. We have seen already that in March 1847 Grey had sent Wairarapa Maori a nakedly threatening letter about leasing: 'if you will not conclude such an arrangement [sell], then I shall desire the Europeans to depart from your lands, and shall put an end to the arrangements at present existing between you and them'.⁴⁶ There is no way of telling whether Grey was so blatant again in 1853. It is likely that he stressed the benefits of selling the land. There was a deal peculiar to Wairarapa that sprang from this 'Komitinui': the 'Wairarapa 5 percents'. At the same time Grey promised to the chiefs Te Manihera and Wiremu Kingi that the Government would erect a good mill at Papawai.⁴⁷ Grey wrote to his superiors about these events. He stated that he thought it his duty before leaving New Zealand to request the Wairarapa 'natives to let me have the satisfaction . . . of seeing this question settled . . .', he earnestly recommended them to 'accept an arrangement which . . . appeared to me in all respects calculated to promote their own interests, as well as those of the European population. Eventually the natives consented . . .'.⁴⁸ It appears from that quotation that Grey tried to tie the deal to a personal favour, a parting gift for him.⁴⁹ It also indicates that Maori were not easily swayed. 'Eventually they consented' suggests substantial pressure. Behind the promises lay the threat of action over leasing, now given strength by evidence of action taken by the Government about Castle Point. Grey's role was to give added weight both to the benefits of selling and to the possible difficulties in not selling.

43. Rutherford, p 185

44. Kemp to McLean, 24 June 1853, McLean papers; Bagnall, pp 98ff; Rutherford, p 185

45. Grey to Newcastle, 3 September 1853, GBPP, vol 9, p 284

46. See ch 1, p 21

47. McLean to Colonial Secretary, 18 May 1855, AJHR, 1861, C-1/29, p 267

48. Bagnall, p 101, citing Grey to Secretary of State, 27 September 1853, G25/5 (p 363), dispatch 103

49. A parallel example was the 'grand gesture' Grey extracted at the same time from Ngati Toa (Phillipson, *Northern South Island*, Waitangi Tribunal Rangahaua Whanui Series, working paper: first draft, 1995, p 140)

3.2.4 The role of Te Hapuku and the Hawke's Bay chiefs

Alongside the persuasion of Grey, McLean also had the voices of certain Hawke's Bay chiefs to use to encourage those willing to sell, and to weaken the resolve of those resistant. Te Hapuku had long had a presence in Wairarapa. Bell observed in March 1847 that Te Hapuku had a claim derived from his relationship with Pehi Tutepakihi-rangi, a principal Wairarapa chief who led the main return to the area in 1842 but died before the land negotiations began. Because of his link with Pehi, Te Hapuku received a share of the rents paid by the settlers.⁵⁰ In his 1850 report on Wairarapa Kemp made these comments regarding Otaraia:

Is situated about 12 miles from Huangarua, and is the Pa built about four years ago when the celebrated chief "Te Hapuku" threatened a hostile descent upon the natives of the valley in consequence of some insult offered by them to his son: he came down from Hawke's Bay, but returned without doing any mischief. The Wairarapa natives were, however, obliged to make an atonement for the insult, and Ngairo was deputed to be the bearer of a considerable sum of money, together with some other articles of value, and to arrange a reconciliation which he accomplished.⁵¹

It is possible that this reported action by Te Hapuku was a successful attempt on his part to increase his share in the leasing rewards. Early on McLean considered Te Hapuku to be a worthy ally. He justified what he considered to be a generous price for the Waipukurau, or 'Te Hapuku's', block by alluding to the future support he would expect from the satisfied chief:

50. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 55

51. Kemp's 'Report', p 239

The First Crown Purchases: 1853 to January 1854

I consider moreover that this liberal treatment of Te Hapuku's claims is likely to ensure that chief's friendly co-operation in purchasing the whole of the country from Hawke's Bay to Wairarapa, of which districts, comprising upwards of 3,000,000 acres, he is allowed to be the most influential and powerful chief.⁵²

Not everybody would have agreed with McLean's assessment of Te Hapuku's position in Wairarapa; particularly not those such as Ngatuere, Te Korou, Te Potangaroa or Te Wereta, who were powerful and autonomous chiefs. Nevertheless, he was still very influential. After the first failed attempt to buy the region Bell had bemoaned the lack of a principal chief, since Pehi's death, who could be won over and made use of, the enlistment of Te Hapuku was part of the solution.

Te Hapuku was present at many of the Wairarapa negotiations. Bagnall has pointed out that McLean had not ensured the presence of the chief at the Castle Point purchase. This was so, but Colenso's journals reveal that Te Hapuku, Puhara, Hine-i-paketia, and Hori Niania, all important Hawke's Bay chiefs noted for being eager sellers, were all at Mataikona, an important village within the proposed block, during April 1852 'to transfer more land to the government'.⁵³ It can be reasonably supposed that they help lay the groundwork for the purchase. McLean often made special reference of the assistance lent to him by Te Hapuku; he signed five deeds during the first session.⁵⁴

52. McLean to Colonial Secretary, 29 December 1851, GBPP, vol 8, sess 1476, p 63

53. Colenso, *Journal*, 17 April 1852

54. Turton, deeds 96, 96, 104, 118, 122

3.2.5 Other individuals and their motivations

It has been observed that some Wairarapa Maori were more willing to sell land than others. Te Hapuku was not alone in the vanguard of support for sales. Some chiefs were impressed by the possibility of obtaining individual possession of blocks through a Crown grant. One clear example of this is the case of Raniera Te Iho-o-te-rangi. As early as 1848 Raniera was ahead of the majority in being wooed by the land-purchasers. Kemp noted that protests from Te Manihera Te Rangi-taka-i-waho's tribe had been sent to Wellington against the offer of land made by Raniera.⁵⁵ McLean outlined Raniera's role in the first two major purchases in Wairarapa the West and East Lake Blocks, sold on 1 and 7 September 1853 respectively:

55. Kemp, *Journal*, 5 November 1848, GBPP, vol 6, sess 1136, p 89

The First Crown Purchases: 1853 to January 1854

An intelligent young Chief Raniera who was the principal claimant to both the districts lately acquired by the Crown, was chiefly induced to relinquish his claims so readily to this portion of the valley, under an understanding that he should have a Crown Grant for a block of land bounded by the Lake and Turanganui River on the one side, and inland by the Te Kope road to the coast . . . Raniera's block is of considerable extent, probably it may contain One thousand four hundred acres, but this is certainly not more than he is entitled to have a grant for, as he is the proprietor of several horses and cattle, and has arranged this morning to purchase fifty or sixty sheep; it is moreover very desirable to secure such possessions to principal Chiefs under Titles from the Crown . . .⁵⁶

McLean greatly underestimated the size of the reserve that Raniera wrestled from him, it was actually 2840 acres.

Te Manihera is often regarded as the most willing seller. In the 1840s he was a young chief from the same area as Ngatuere. He was at the forefront of leasing negotiations, being the one who arranged for the first squatters, Clifford, Vavasour, Bidwill and Petre to come to the area. His questionable methods led him into trouble in 1848 when he is reputed to have forged signatures to a leasing arrangement with Gillies for the Tauherenikau area.⁵⁷ When Bell and Kemp pursued the sale of the area in late 1848 Te Manihera had joined Ngatuere in vehement resistance to sale, preferring the leasing arrangement. By 1853 Te Manihera must have been convinced both of the imminent end of leasing and of the benefits of selling for his name was on more deeds than any other. By 1853 he was renowned for his large European style house and his elegant European clothes. He was also an individual proprietor of land and this enabled him to be an elector in 1853. The meeting of electors for 1853 was held at his house.⁵⁸ Thus Te Manihera sought to raise his mana. By being at the forefront of negotiations, and by securing large amounts of cash and

56. McLean to Colonial Secretary, 7 September 1853, AJHR, 1861, C-1/21, p 261

57. Ballara, 'Ngatuere', DNZB, vol 1, p 317

58. Ballara, 'Te Manihera', DNZB, vol 1, p 498

Wairarapa

individually owned Crown title land for himself, his mana would further be raised. He was encouraged by promises of Crown title land and ‘having a nice cottage built for himself at Papawai out of the proceeds of the five percents’.⁵⁹

Some chiefs were actuated by personal gain, and McLean was very willing to use their influence to drag the rest along. There is evidence to suggest that McLean worked on a policy of giving bribes to prominent chiefs to gain their support. He was given a *carte blanche* by Featherston, who said the Provincial Council was willing ‘to make good any pecuniary engagement into which I may enter, whether for the purpose of paying for the extinction of the Native title, or of otherwise cultivating friendly intercourse between the settlers and the Natives’.⁶⁰ If information could be found, detailed research on the private dealings of those chiefs leading the ‘selling party’ would be useful.

3.2.6 The lack of counter-advice

At this time when Maori of Wairarapa had been pressured to sell since 1847, and now were under unparalleled pressure from McLean with the support of Grey, the squatters, Te Hapuku, and some individual chiefs, they had available to them very little advice and encouragement on the side of not selling.

Fortuitously for the Crown negotiators the missionary Colenso sinned. From 1848 Colenso had been in a sexual relationship with Ripeka Meretene, a girl from his own household. This relationship had led to the birth of a child in 1851, which in turn led to Colenso’s dismissal from the CMS in November 1852. This naturally had a profound effect on Colenso’s influence in Wairarapa. He was no longer a missionary, had been dismissed in humiliating circumstances for a ‘sin’ that he had loudly and repeatedly condemned, and he would no longer have any cause to visit the area from his home near Ahuriri. Colenso’s descent in Maori estimation was encouraged by

59. McLean to Grey, 22 September 1853, McLean papers, folder 0004, ATL

60. Featherston to McLean, 10 January 1854, AJHR, 1861, C-1/28, p 265

McLean early in 1853. Late in 1852 Colenso was accused of ‘a ferocious assault’ by the alleged victim. Colenso was supposed to have kicked Wi Tipuna of the Ngati Tapuhara hapu, Hawke’s Bay, in the back of the head. Rightly or wrongly in January 1853 Colenso was convicted of the crime by a panel of McLean and two others and fined. This did irrevocable damage to Colenso’s mana. As a result the restraining and countervailing voice of the missionary was denied Wairarapa Maori in the crucial year.

Colenso had been a critic of younger chiefs who were ready sellers. These he accused of ‘rapacity’. A striking example of this occurred in April 1852. Colenso termed Manihera Te Rangi-taka-i-waho, whom he knew as Maunsell Te Kehu, as ‘the leader of the “Herodian” worldly party here’. The two argued bitterly over whether or not Te Manihera and Captain Smith had the right to try one of Colenso’s parishioners for adultery. This was something that Colenso regarded as intolerable interference. In his description of the argument Colenso claimed a ‘great humiliating victory over Maunsell’. Colenso wrote that Maunsell said he would become a Native Assessor for the region and then force his will, to which suggestion the missionary made a figurative reply suggesting that given an axe he might be able to chop down ‘small stuff’, but what about the big totara, such as Ngairo and Ngatuere, would he be strong enough to chop them? To this latter suggestion, Colenso wrote, the gathered crowd laughed at Manihera and subjected him to ‘ironical chants’.⁶¹ However Colenso, who had certainly been having problems in his parish in the Hawke’s Bay, had also been experiencing difficulties in Wairarapa prior to his dismissal. Of the older principal chiefs he had always had difficult relationships with Ngatuere and Te Wereta. From 1851 he had fallen out with Ngairo, Wiremu Te Potangaroa and his village of Mataikona had entered into a period of deep spiritual questioning, and even his once most supportive village Te Kaikokirikiri, the home of Te Korou, was, to Colenso’s mind, going cold. On the same day as his reported victory over Te Manihera, Colenso had a terrible altercation with Ngatuere and Ngairo after accidentally insulting the chiefs by throwing out their present of tobacco to another of Colenso’s parishioners. Colenso quoted Ngatuere as saying: ‘Listen, thou execration! No minister shall come here to live! . . . thou non-entity!’. Ngairo, the missionary claimed, wanted to kill him outright, saying ‘for why shouldst thou be spared? Of what use, of what earthly good art thou?’ Colenso imputed his deliverance to Simon Peter Te Inaki standing between the missionary and the two chiefs throughout.⁶² It is therefore difficult to assess Colenso’s continuing influence in the early 1850s. It was, however, undermined after January 1853.

There was little other recourse available to Maori. The office of the ‘Protector of the Aborigines’ was abolished by Grey in 1846. The interests of the Maori were then to be the responsibility of the Native Secretary, whom Grey described in 1847 as having ‘no separate establishment of his own, being an officer mixed up with the general Government’.⁶³ Ward, perhaps flippantly, viewed the position as ‘little more

61. Colenso, *Journal*, 4 April 1852

62. Colenso, *Journal*, 4 April 1852

63. Grey to Earl Grey, 4 February 1847, GBPP, vol 5, sess 837, p 92

than that of a clerk working under the Governor, mainly in the interests of promoting land settlement'.⁶⁴ The first Native Secretaries were, successively, J Symonds and C A Dillon, and after the division of New Zealand in New Munster and New Ulster, H T Kemp for the former and Major C L Nugent for the latter. Kemp was based in Wellington and, accordingly, responsible for Wairarapa. As we have seen, Kemp was intimately involved in the process of land purchase. At the same time that he was supposed to be looking after Wairarapa Maori interests in late 1848, he was also attempting to purchase about one million acres for £4000. He might well have not seen the apparent tension between his tasks, if he believed that land purchase and settlement were in the Maori's best interest. For Maori, however, who wanted more disinterested advice on land issues, the Native Secretaryship must have proved a disappointment. The amalgamation of the Native Secretary's role with the new Chief Land Purchase Commissioner's job in 1854 only continued this problem. In 1854 McLean viewed the situation thus: 'As yet, notwithstanding the exertions made by the Government, only four and a half million acres have been acquired out of the estimated area of thirty millions . . . leaving a residue in the undisputed possession of the Natives of Twenty five and a half Millions of acres; they greater portion is lying waste and useless to them, while the Colonists and the influx of population expected into the Country, must be under these circumstances, miserably circumscribed'. McLean described the situation as an evil to be obviated.⁶⁵

3.2.7 A period of doubt

64. Alan Ward, *A Show of Justice*, Auckland, 1973, p 73

65. McLean to Kemp, 6 November 1854, Walter, p 15

The years when Maori were subject to extreme pressure to give into the land purchaser's desires were also years when Maori in Wairarapa (and elsewhere) were suffering from high rates of sickness and mortality. The years from 1849 to 1851 were particularly bad in this area. Colenso noted many examples: in 10 months to March 1850, 56 people died in Wairarapa, which Colenso calculated to be one thirteenth of the population. On the coast, Akitio lost 5 of its 20 in 1849, while far inland 30 out of the 53 present at Te Hawera when Colenso first visited in 1846 had died by May 1851.⁶⁶ The deaths continued in 1852, when he travelled through the area in April 1852 Colenso noted 21 people had died on the coast south of Castle Point.⁶⁷ Kemp made similar observations: of Huangarua in April 1850. He wrote 'the change that has taken place since [last year's visit] for the worse is almost incredible. Several deaths have taken place, others I saw in a dying state, huts decaying and destroyed, and the whole a complete wreck'. Kemp added, perhaps suggesting it was a consequence, that the local chief Ngairo urged selling the land.⁶⁸ What was the effect death and sickness had on Maori responses to European settlement? Chiefs certainly bemoaned the declining fortunes of their people. Te Hiaro, of Te Hawera, spoke of 'the remnants of the tribes of the mighty, of the renowned of former days; now dwelling by two's and three's, among the roots of the big trees of the ancient forests, and among the long reeds by rills in the dells!'. He spoke of their ancestors once spreading over the country 'even as our birds the Koitareke and Kiwi once did' but concluded, 'now their descendants are even as the descendants of these birds, scarce – gone – dead – fast hastening to utter extinction!'.⁶⁹ While negotiating for the sale of Waipukurau, to the north, Te Hapuku had noted that his lands were depopulated from war and disease and argued 'I am anxious to have Europeans to replace my tribes, now nearly extinct . . .'.⁷⁰ Others, however, were less open about their views. In 1850 Kemp noted a 'strong disinclination' on the part of Maori in remote unpurchased areas for his taking their numbers. This he attributed to a belief that 'by obtaining an accurate account of their numbers (which if small in proportion to the land claimed) Government would acquire it upon whatsoever terms they might think proper'.⁷¹ It seems that in the less populous Wairarapa there was a fear that steadily lessening numbers were steadily lessening their bargaining power. It is difficult to know how far to take this point. Ngatuere's early resistance to Bell and Kemp, for example, showed few signs of a sense of vulnerability.

66. Goldsmith, pp 50ff

67. Colenso, *Journal*, 5 April 1852

68. Kemp, 'Report No 4, Wairarapa District', 15 April 1850, GBPP, vol 7, sess 1420, pp 238ff

69. Colenso, *Journal*, 4 April 1850

70. McLean, *Diary*, 18 April 1851

71. Kemp 'Return', p 240

3.2.8 Gaining momentum and issues of mana

It is arguable, finally, that breaking up the purchases was important to McLean's success. Kemp and Bell had been hindered by the difficulty of obtaining sufficient support from all Maori to make an all-encompassing purchase. By buying in blocks McLean was able to go straight to those who were willing, make some sales, and from there to build some selling momentum. The sight of selling chiefs, such as Raniera or Te Manihera, displaying the consumer goods and capital investments which land proceeds made attainable, might have unsettled those who preferred the smaller, and endangered, income of the leases enough to change their minds. The sight of Hawke's Bay chiefs spending their returns from sales and the sacks of gold to pay them going through the valley might have had a similar effect in the wider sphere.

It is impossible to speak of 'the Wairarapa response'. There was great variation in the response made by various Wairarapa chiefs – without going into the thinking of the many people of lower rank who signed deeds. Raniera, it seems, was motivated by an admiration of European ways, the promised benefits, and the individual rewards he obtained from McLean and the Government. Whereas, Ngatuere's views may have only been tipped in favour of selling by a combination of his believing in the threatened clamp-down on leases, his need to gain the resources to compete with those who had already sold and by sheer exhaustion after two days of McLean's pressure to sell. Even then, it appears, Ngatuere only assented to the sales, not signing any deeds during the first summer of sales. Chiefs Ngairo, Wiremu Te Potangaroa, Te Wereta and the many others may have lay somewhere in between.

3.3 ISSUES ARISING FROM THE FIRST PHASE OF PURCHASES

Having had a summary of the first sales and a list of possible motivations for Maori to have sold the land, it remains to consider some of the tactics used by McLean in specific instances from which an assessment of their fairness or otherwise might be made. Key issues of the working of the Native Land Purchase Ordinance and the lack of any countervailing advice being available to Maori will not be revisited here.

3.3.1 Inadequate documentation

The basic questions of what was sold, what was reserved, by whom, and for how much in Wairarapa are exceedingly difficult to ascertain accurately from the deeds. Where there were natural boundaries, such as the sea or a river, the deeds were accurate (although whether a river boundary meant the middle of a river or its bank was not clarified). Beyond that point, the majority were not surveyed and were instead described by various villages and other landmarks. Let us take the Tuhitarata deeds as an example:

The boundaries of the land . . . are these commencing at the bridge at Paharakeke and on to the lower side of the range named Te Kairakauatoe right on to the Whareopakehau on to the Waiparao and on to the land sold by Mitai Poneke, that is to the land occupied by the European McMaster and straight along the said boundary to the Waihora river and the boundary continues in the Waihora river till it ascends at the Motu-o-mango and ascends to Waiwaetia and descends to Makora and crosses to the Kihoreotaerua and goes in a Southerly direction till it reaches Hikapu on to the Nau and thence to the boundary of the land sold by the people of Turanganui an thence in an easterly direction on to the Aorangi range and along that range until it strikes down to Paharakeke and then along the Paharakeke to the bridge.

A document such as this left ample scope for subsequent disagreement about the precise areas sold. Such arguments did occur following 1853 and will be discussed in succeeding chapters.

In the matter of reserves a lot must have depended on oral and visual understandings between McLean and Maori. The Castle Point deed is vague in this way. It read, ‘the second portion is Waitutu . . . the third portion is Takapuae . . . one little fishing place for the Maoris at Waimimiha . . .’⁷². Block 1, West Side of Lake, is a typical example. Some reserves were described by landmark boundaries, ‘At

Wairarapa

Patungaamatangi the boundary on one side is at Ponui and at Mataruawai on the other side going inland as far as Pukaiaia'. Such specified areas still left plenty of scope for later misunderstanding. The fourth reserve in this deed was even more vague, 'A place for the Ngatitamao to reside on at Hinakitaka including the residences and cultivations of the Hapu of the Ngatitiama residing there'.⁷³ 'A place' is by no means specific. The Mataoperu deed referred to 'about ten acres to be reserved as a village or resting place for us at Opauawe'.⁷⁴ The fourth Whareama block contained an estimated 25,000 acres for which 'one reserve only has been made for ourselves being the place where we reside at Hikurangi'. The deed gave no indication what Hikurangi included.⁷⁵ The Te Awaiti deed was of a more flexible nature it seemed, 'The reserves for ourselves are not large being Kepa's settlement at Huariki the landing place at Pukaroro proceeding inland to Rerewakaitu as a cultivation our pa and the land occupied by us at Pataua and it is agreed that if we require more land for cultivating (500) five hundred acres shall be returned to us by the Land Commissioner'.⁷⁶

72. Turton, deed 87, p 265

73. Turton, deed 89, p 267

74. Turton, p 275

75. Turton, deed 106, p 286

76. Turton, deed 118, p 301

The First Crown Purchases: 1853 to January 1854

The most vague deeds were those such as ‘Part Pahaua Block and Wilson’s Run’, which payed a first instalment and deferred final payment until the area was surveyed and the reserves laid out. The initial deed of 29 October 1853 referred to ‘the piece of land shown by Hoera to Te Hapuku and Mr. McLean on the east side of Pahaua river’. In the final deed it was written, ‘the reserves have been pointed out to Mr McLean and Mr Cooper by Te Wereta Kawakairangi’, the reserve described above was now described as ‘at Pahaua, the boundary commences at the mouth of the Pahaua river up which it runs until it reaches the boundary marked off for us by the surveyor’.⁷⁷ In the Awhea block, the last one negotiated in the first session, the sale was made with the understanding that ‘the portions of land out of this sale to be reserved for us will be hereafter settled by Mr McLean when he returns from Auckland’. This demonstrates the great trust that Maori of Awhea, at least, had in McLean. We know that McLean was determined to keep the reserves as small as possible. When arguments arose, as they almost inevitably would about the size of the reserves, under a deed such as this Maori would be in a weak negotiating position (although, it was the Crown in this case that was placed in the weak position later on – see chapter 3). It is possible that agreeing on only vague reserves was a deliberate policy of McLean, to place Maori in a weaker bargaining position. The surveyor Captain Smith was sent out to survey, and thus settle, the areas reserved after McLean had negotiated a sale: his instructions from McLean were to be as parsimonious as possible.⁷⁸

As well as reserves of land, continued use rights were retained by some deeds. The Whareama 2 block is interesting in this regard: ‘The eel fishing is reserved to

77. Turton, pp 276ff

Wairarapa

ourselves. Our cultivation is still to be reserved to us at Mangapiu as a cultivation. The firewood is to be used by the Europeans as well as ourselves, a small piece at Waipupu Wataikai and at Te Ruru to be reserved as cultivations for us, the firewood to be used by the Europeans and ourselves the firewood for us to be taken at such times as we are living on these cultivations'.⁷⁹ These reserves were vague in extent: did a right to eel fishing give Maori a right to go on land owned privately by other people forever to get their eels? Who actually owned the forests within the cultivations reserved to Maori in which both peoples were entitled to gather wood? In the Western Lake block eel fishing on places not drained by Europeans was reserved, river fishing was reserved in Morrison (deed 92) block while a little fishing place at Waimimiha was reserved in the Castle Point block. In the Eastern Lake block a course way of 100 feet on either side of the river was reserved for Maori. In Kaiwhata (deed 117) also the firewood was to be shared between the Maori and Europeans on reserved cultivation areas. These conditions to the deeds could be construed as vague, but they are also significant in that they may have encouraged the view, had it been present, that the deeds were not simply once-off payments forever closing the deal.

This introduces the difficult question of the understandings of Maori sellers of land in 1853. Given that, by 1853, Wairarapa Maori had observed earlier sales in Hawke's Bay and Wellington, that the Wairarapa deeds included lengthy tangi statements mourning the passing of the land 'forever', and that these people had adroitly managed leasing arrangements on their lands for nearly a decade, it would seem a tenuous argument to say that Wairarapa Maori did not understand the full

78. McLean to Smith, 20 October 1853, AJHR, 1861/26, p 263

The First Crown Purchases: 1853 to January 1854

implications of their decision to sell the land. Such, however, was land commissioner Searancke's expressed opinion to the 1856 board of inquiry on Maori Land. He stated that he believed Maori, in early sales, 'did not suppose they were selling the fee simple of the land'.⁸⁰ It would require further research to determine Searancke's possible motives for making such a statement, but it nevertheless highlights a thorny issue. It would be ludicrous to argue that 'street-wise' chiefs such as Te Manihera and old strategists like Ngatuere did not realise they had made a sale. Many of the non-rangatira Maori from small fishing kainga on the coast might not have been so aware of what they signed, but such cannot be easily proved. The murky area emerges about understandings of the exclusive and complete nature of the sale. With some of the use rights outlined above it is possible to see that some confusion could arise.

79. Turton, p 279

80. H Walter, 'Land Purchase Policy and Administration, 1846-56', draft Waitangi Tribunal Rangahaua Whanui Series, Preliminary Report National Theme B, 1994, p 51

3.3.2 Adequacy of reserves

It is very difficult to obtain an accurate picture of the amount of land reserved from the approximately one and a half million acres sold. From the deeds it appears that 12 of the 25 major blocks (not counting the small homestead sales) were sold without reserves: Tuhitarata (89), Moroa/Tauherenikau (91), Waihora (99), Whareama (North) (100), Upokongarua (104), Kuratawhiti (both 110 and 111), Kaiwhata (117), Ahiaruhe (120), 'Part of Smith's Run and piece of bush' (122), Pohaturiki (123/4), and Awhea (126). This striking statistic, however, may be more a reflection of the vague nature of the deeds. The deed for 'Part of Smith's run' block, signed on 9 January 1854, makes no mention of any reserve. Yet, on 28 December of that same year the same sellers sold 'the portion of forest we excluded from the block of land as sold by us on the (9th) ninth day of January (1854) . . . the boundaries of which are specified in this deed Ritokau being the name of this forest'.⁸¹ Similarly, the initial Kaiwhata deed of 27 December 1853 made no reserves, but a subsequent 11 January 1855 enclosure for the same block noted receipt of another payment and outlined four reserves within the boundaries of the block.⁸² From these, and other examples, we must conclude the mere absence of any reserves mentioned in the deed does not necessarily prove that none were retained by Maori.

Where there were reserves listed in the deeds it is very difficult to assess their size: there are few estimates given, and, as was pointed out above, the vagueness of their description makes any numerical estimate difficult (any percentages must be seen as an underestimate as it appears the total acreage sold was often overestimated). It can therefore only be tentatively demonstrated that in some cases the area reserved was very slight.

- Of the 25,500 acres (estimated at 40,000 by McLean) of Barton's/Whawhanui block (96) only a 10-acre block and a cultivation were reserved. The cultivation was later sized at 80 acres.⁸³
- Of the 14,700 acres (estimated at 38,000 by McLean) of Whareama No 2 (98), two cultivations and the eel fishing were reserved. Perhaps as one of the cultivations, an area called Motuwaireka was retained. Originally, it was 3650 acres but by 1886 it was 630 acres.⁸⁴
- Of the 12,400 acres (estimated at 25,000 by McLean) of the Whareama block (101), two 500-acre blocks were reserved – 8 percent of the total.

81. Turton, deed 122, p 307

82. Turton, deed 117, pp 297ff

83. Turton, deed 172

84. AJHR, 1886, G-15

The First Crown Purchases: 1853 to January 1854

- Of the estimated 100,000 acres in the Manawatu block (102), 1000 acres to an individual, and another 1000 to the group were reserved – 2 percent of the total.
- The 7440 acres (estimated at 25,000 by McLean) of Whareama block (106) had as a sole reserve the settlement at Hikurangi (of unknown size).
- Of the estimated 18,000 acres of the Owhanga block (115/116) only 100 acres were reserved to an individual – about 0.06 percent of the total.
- Of the estimated 100,000 acres of Te Awaite block (needs computer looks about 35,000 acres) (118) the reserves were described as ‘not large’, including three settlements, a cultivation, and a possible 500 acres.
- Of the estimated 40,000 acres at Wharekaka (119) 1000 acres were reserved to an individual – 2.5 percent of the total.
- Of the estimated 150,000 acres of the Kuhangawariwari block 1000 acres were reserved for the bishop’s school and 1000 for the people – 1.33 percent of the total.

There were certain purchases which appear to have allowed for more substantial reserves.

- The Castle Point block was estimated at 275,000 acres and had 10 places reserved. Most of these appear to be quite small but Whakataki (about 7000 acres), Akitio (about 400 acres), and Mataikona (about 18,000 acres) were substantial.
- Similarly, there were numerous reserves in the Puhawa block – Te Unuunu, 1775 acres, Waikekeno, 1660, and five others totalling another 1500 acres. Notably most of the reserved land there was in the best location along the coast. The reserved area was a little over 4 percent of the total.
- The East Side of the Lake block, estimated by McLean to be 120,000 acres but actually nearer to 60,000, contained a number of reserves. The largest, 2840 acres, went solely to Raniera Te Iho while Whakatomotomo was 1160 acres. The total reserved area was about 5000 acres, or 8 percent of the total area.
- The Awhea block had only a promise of reserves. When the reserve was decided eight years later it was 2280 acres of the block’s best land. This represented 15 percent of the block’s area, but a far greater portion of its value.

Wairarapa

What was the status of this land? In 1853, this was far from clear. In 1851, McLean had promised the Hawke's Bay Maori that their the reserves would be inalienable and protected by law.⁸⁵ It is not clear whether such an impression was given in Wairarapa. There does not seem to have been an understanding that all reserves were permanent. Even in the first summer of sales some areas reserved from larger blocks were sold. 'Part block No 1 (West Side of the Lake)' (109), of 14 December 1853, was the sale of the an area reserved in the West Side of the Lake block only 10 weeks before. One of the block's larger reserves was sold, but the total price was increased by 20 percent – the reserve fetched £400. On 15 December 1853, 200 acres were sold, comprising the 'Ruamahanga' block (113). This was land reserved from the 'purchase at Tuitarata of Rakaiwakairi' – either the East Side the Lake, or Tuhitarata block. One hundred pounds was paid for another of the west side of the lake reserves, Waiorongomai bush (114), on 22 December 1853. The largest sale was of Owhanga, or Te Manihera's, block: 18,000 acres of reserved land (presumably from the Moroa/Tauherenikau block) were sold by Manihera in Wellington for £1000. Reserves from these early purchases continued to be sold occasionally, although the majority were retained at least until the turn of the century.

It is very difficult to give an accurate figure representing the land reserved between June 1853 and January 1854. The inadequate documentation, that sizes were hardly ever given in the deeds, means that an 1871 list is the first we have available. By then a number had been sold. It is unlikely, however, that by the end of January any more that 50,000 of the 1,500,000 acres sold remained reserved. If 50,000 acres had been reserved it would represent 3.3 percent of what had been sold.

Two difficult questions present themselves for the Tribunal to consider. Were the reserves retained by Maori in this first burst of sales adequate? The amount of land left unsold, about 25 percent, and the number of Maori to share that, between 750 and 900, are important aspects of that question. Secondly, should all the reserves have been made inalienable? That is, is the sale of some reserves some kind of treaty breach? One gets the impression from the rapid sale of some reserves that the sellers regarded the retention of some reserves as merely a means to increase the total price for a block, through the retention of valuable portions that could soon be sold at a higher rate. It then becomes a question of whether the sellers had a mandate to sell from all the owners.

3.3.3 The sellers

85. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1/6, p 312

The First Crown Purchases: 1853 to January 1854

When considering the sale of reserves it is worth asking who sold the land. Part block 1 and Waiorongomai block were both sold by Raniera Te Iho and Wiremu Tamihana Hiko. The Ruamahanga block was also sold by Hiko, this time with Tutere Kingi Wakahaurangi and Raniera Roimata. Raniera and Hiko were two of the prominent younger sellers. An analysis of the signatures on the deeds as a whole gives some indication of the representation of Maori when deeds were signed. There were 301 signatures on the Castle Point block deed. Excluding the Castle Point block, throughout the other deeds of the first session, at least 140 different individuals were represented as signers. This figure could well be higher for on seven of the deeds not all the names were listed – rather six or so names were given and the phrase ‘here follow additional native signatures’.⁸⁶

Some sellers do appear from the lists more regularly than most, while some important chiefs do not appear, or do so seldomly. From quick calculations the most frequent signers for the first session were:

Manihera Te Rangitakaiwhao	11 times
Wiremu Kingi Tutepakihirangi	10 times
Piripi Patoromu (Po)	8 times
Te Wereta Kawakairangi	8 times
Ngairo Takatakaputa	8 times
Wiremu Tamehana Hiko	6 times
Raniera Te Iho	7 times
Hemi Te Miha	5 times
Te Hapuku	5 times
Hamuere Te Rangi	4 times
Apererama Te Ao	4 times

Important chiefs who were not or only minimally represented are:

Ngatuere	Not at all
Haimona Pita	Not at all (although he died somewhere between April 1852 and December 1853)
Retimona Te Korou	2 times
Wiremu Te Potangaroa	2 times

86. Turton, deeds 88, 89, 91, 94, 96, 97, 98

These statistics, basic as they are, raise some interesting questions which cannot be comprehensively answered. Did younger chiefs such as Te Manihera, Raniera Te Iho or Wiremu Kingi have a mandate sufficient to reflect their large influence in the deeds? Were they acting in accordance with the wishes of the people of lower rank and/or some of the elder chiefs who remained aloof from many of the deeds? Were the deeds that some arranged in Wellington during late December 1853 arranged with the consent of all the people? Or, were they for their individual reasons and in collusion with McLean going ahead of the wishes of many people and dragging them unwillingly into transactions they would rather not have entered into?

At the other end of the spectrum, the role of Ngatuere is interesting. He was the dominant chief of the middle valley, although increasingly challenged in this regard by the young Te Manihera. From the documentary evidence it appears that Ngatuere remained hostile to sales through this period. Alienation occurred in his area only after he was browbeaten into silence and assent by McLean so that sellers like Te Manihera were allowed a free hand. McLean argued at length with Ngatuere in mid-September, writing '[Ngatuere] with his followers has fought hard against the sale for the last two days, but I expect that this day must exhaust his opposition considerably'. He cited his success in weakening the leasing system and the support of Te Manihera as the keys to his success.⁸⁸ It is thus debatable that Ngatuere and his followers were ever willing sellers. McLean seemed to regard an unwillingness to sell as obstinacy to be overcome rather than a right of choice to be respected.

Excluding the Castle Point deed there were 267 signatures put to deeds, plus the additional signers to seven of them. The fact that there were over 140 different names appended suggests significant variation of the people involved, especially as it would have been quite normal for a person to have interests in more than one block. Most of the deeds in the different areas – lower valley, central valley, Manawatu area, East Coast north and south of Castle Point – reflected the different ownership. Both Ngati Kahungunu and Rangitane were well represented. It would thus be wrong to conclude that Wairarapa was sold only by a few. The deeds that were signed only by prominent sellers perhaps warrant further attention.⁸⁹

3.3.4 Price

The appended table demonstrates the total price and price per acre for the various blocks. Clearly, there was variation in the returns for land. The pricing falls into three general groups: the smaller blocks, or homesteads, received relatively high prices, medium sized blocks (between 1000 and 20,000 acres) received relatively less, while the larger blocks obtained low prices. From the digital estimates of the size of certain blocks we are able to gauge the price paid per acre for some of the larger blocks:

87. There may be some inaccuracies in this list – counting is confused by different names being used for the same individual.

88. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

89. See Wairarapa deeds table

The First Crown Purchases: 1853 to January 1854

Pahaua	110,000 acres at 2.72d an acre ⁹⁰
Whareama (100)	55, 079 acres at 1.31d an acre
Whareama (101)	12,395 acres at 1.94d an acre
Whareama (106)	7443 acres at 3.22d an acre

Prices naturally would have reflected in part the quality of the land. It seems peculiar, however, that the Whareama basin, which was attractive to lease holders prior to sales, sold for just over a tenth of the price per acre that the Wharekaka Plains fetched, valuable though the latter were. One cannot assume, however, that agricultural potential was the prime factor in Maori valuation of land. The land's history made some pieces far more valuable to Maori than other areas. Meanwhile, the smaller homestead blocks regularly returned from five shillings to £1 an acre.

The table shows then that there was considerable variations in the fortune of Maori depending upon where they were. Some general observations may be made on the pricing policy of the Government of the time. Where prices were low it is arguable that the Government was unfairly using its pre-emptive right in the purchase of land in conjunction with its threat to end leases to push down prices to the detriment of the Maori owners. The point was raised at the time by Auckland settler Alderman Powditch. For his own reasons, Powditch argued that use of Crown preemption was subversive to the interests of Maori by depriving them of a fair price. The Crown's answer to Powditch's claims alluded to the principles established where European government dealt with 'uncivilised tribes', and claimed that without Crown preemption Maori would be disadvantaged by Europeans with 'superior knowledge', while other Maori would sell land which they had no right to sell – results that Crown preemption did not appear to avert. The Crown's last point contained the nub of the matter: abandoning Crown preemption would lead to 'very inconvenient results'.⁹¹ At the time of the first purchases McLean told his superiors, 'I cannot help thinking that the land has been secured at a wonderfully cheap rate'. He outlined the instance of the 899 acres of the Kaiwhaka block being bought on 19 September for £100 (at 2s 2.7d per acre) and 800 acres immediately being sold to Smith at 10 shillings an acre, making the Government a clear gain of £300.⁹² Of course, it was in McLean's personal interest to highlight his success in this regard.

90. Subsequently, more was, however, paid for this block. See ch 4.

91. A Powditch, 'Address', GBPP, vol 9, sess 1779, pp 120ff, and Colonial Land/Emigration Office reply, GBPP, vol 9, sess 1779, pp 373ff

92. McLean to Civil Secretary, 20 September 1853, AJHR, 1861/23, p 262

3.3.5 Prepayments

Part of the success of McLean's mission in 1853 had been the abandonment of attempts to make one large purchase of the area, and instead to chip off smaller areas where Maori were willing to sell and expand outwards from there. That logic could be taken a step further to ensure success even in areas where resistance may have remained. One tactic that McLean sometimes employed was to obtain some basis of sale of a block from some interested party and then force the completion of the purchase on the other, and sometimes more legitimate, owners regardless of their desire to sell the land. By refusing ever to take back money given to any group, or to stop negotiations once they had started, he could deprive legitimate owners of the land of any free choice in the matter of seller.

One is suspicious of this strategy when there is evidence of payment prior to the signing of the official deed, particularly if the first payment was made to chiefs with general interests such as Te Hapuku, Te Wereta, or Piripi Pataromu and the later payment made to local residents. At least four possible examples of this can be demonstrated from Turton's deeds for the first session of purchases. The Upokongaruru block was originally sold on 29 October 1853 by Te Hapuku, Te Wereta, Pataromu Te Patu, and Piripi Pataromu. On 10 December 1853, another £200 was paid to Maori of the area. The Kuhangawariwari deed was signed on 11 January 1854, but £300 had been paid on 14 October 1853, and earlier payments were made for the Kaiwhata (117) and the Manawatu (102) deeds. The documentation, however, is confusing and inadequate so that exhaustive research would be required if any firm conclusions were considered necessary.

A variant of this tactic was employed by McLean when he dealt with Barton's block (also known as the Mataopera and Whawhanui blocks). About 80,000 acres of the area had been surrendered by Te Wereta in 1845 at the instigation of the Native Protector Forsaith. This transaction, which McLean described as 'a dubious and most incomplete cession' to the Crown, was forced on Te Wereta in punishment for the chief taking utu from some of Barton's employees after a fracas. In 1853, McLean viewed the cession as an injustice and noted that others with claims to the land were ignored by Forsaith. Yet, McLean did not consider acknowledging the injustice and offering Maori of the area a free choice of what they then wanted to do with the land. Instead, he argued that as the deed had received the official sanction of Major Richmond, the superintendent, and the Governor it could not be repudiated. McLean suggested that Maori offer a bit more land and then he would pay them for the whole area. Somebody's figures must have been wrong for the total land sold now was 40,000 acres. This received the relatively high price of £1000, or sixpence an acre. The only way then that Maori could find redress for an admitted injustice was to sell more land. The disquiet about this arrangement can be inferred from McLean's concluding understatement, 'to this the Natives after some discussion assented'.⁹³

93. McLean to Civil Secretary, 2 September 1853, AJHR, 1861, C-1/18, pp 258ff

3.3.6 February 1854

By the end of January, the Government had bought about 1.5 million acres of Wairarapa, about three-quarters of the land area. Without substantial research, this figure must remain unsatisfactorily vague. In the middle of January 1854, McLean estimated that Wairarapa Maori had sold almost all the land that they wanted to sell, except towards Hawke's Bay.⁹⁴ In the north, as McLean suggested, lay large unpurchased areas. The spine of mountains extending north from Cape Palliser and dividing the valley from the coast was left unpurchased in the south. There were areas at the extreme south and north of the valley still in Maori hands, as well as reserved lands. The question that confronted purchasers was how much land were they to ensure Maori retained? In 1847, Grey had informed Earl Grey that Maori needed more than just land for cultivation, including habitats for fernroot, fishing, eels, and birds and 'extensive runs' for wild pigs, and that they could not be confined to small pieces of land for cropping until their economy and farming practices had undergone further change.⁹⁵ Yet the instruction most remembered by purchasers was Grey's injunction to 'extinguish Native title to as great an extent as possible'.⁹⁶ Grey's phrasing was deliberate; 'extinguishing Native title' avoided full recognition of proprietorship or exclusive possession in the first place. The next chapter will outline the Government's continuation of its determination to extinguish native title to as great an extent as possible, and the chorus of protest that was soon to be heard.

94. McLean to Featherston, 14 January 1854, AJHR, 1861, C-1, p 266

95. Grey to Earl Grey, 7 April 1847 (quoted in Phillipson, p 91)

96. Featherston to McLean, 10 January 1854, AJHR, 1861, C-1, p 265