

## CHAPTER 5

# FEATHERSTON'S PURCHASES, 1860s

### 5.1 ESCALATION OF TENSION IN RANGITIKEI–MANAWATU

Negotiations were not fully resumed in the district until Featherston, the Superintendent of Wellington, was given authority to make land purchases as a special commissioner.

Under the Whitaker–Fox Ministry, he replaced Mantell as General Government Agent, with the intention that Native Department officers in the district be given more rigorous direction. A powerful political figure, Featherston was able to act with considerable independence throughout the 1860s, taking little heed even on those occasions when ministers attempted to curtail or redirect his dealings with Maori. He was assisted in his purchase negotiations by Buller, resident magistrate. Under their influence, the momentum of purchasing gathered.

At first, however, little purchase activity was possible, given the continuing disturbance of the country, and in his first year Featherston was able to buy only one small block of land. Papakowhai, at Porirua, was acquired from 13 leading members of Ngati Toa for £210 in May 1862. Later in the year, Pehira Turei of Ngaipairangi offered to sell all but two of the Okui eel weir that had been reserved on the south bank of the river in the Wanganui purchase. The outbreak of fighting in the Waikato intervened, and the transfer was not effected until October of the following year.<sup>1</sup>

In the first six months of 1864, the Ahuaturanga purchases was finalised, the Te Awahou reserves acquired, and the acquisition of Muhunua furthered. In the short term, the unsettled state of the country continued to impede the purchase of the larger part of the lower Manawatu. There was considerable danger of fighting flaring between Ngati Apa, Rangitane, and Ngati Raukawa. And while the roots of this dispute were locally grounded, the underscoring of tribal lines by Kupapa and Kingite allegiance made the Government anxious that conflict not break out and draw in Pakeha. Ultimately, however, the war in Taranaki further shifted the distribution of power among the Rangitikei–Manawatu tribes towards the older occupiers who generally supported the Government and had long advocated sale of the lands excluded from the 1848 sale. Their intensifying challenge allowed Featherston and Buller to promote the alienation of the entire Manawatu area as the only means of maintaining peace in the district. In effect, Featherston fostered the growing power of Ngati Apa in order to secure the sale of the block.

---

1. Turton, Deeds, no 79, p 247

The conflict between Ngati Apa and Ngati Raukawa revolved on issues of rights deriving from earlier occupation, as opposed to subsequent conquest. But also crucial to Ngati Raukawa's position was the agreement that they argued had been reached at the negotiations for the Rangitikei–Turakina block in 1847 to 1849. Ngati Raukawa consistently maintained that Ngati Apa interests had been satisfied by that sale. That interpretation of the agreement, reached in 1849, was not acknowledged by the Government and came under growing challenge from Ngati Apa. Buller, after talking to the opposing parties, came to the conclusion that relations were hardening:

It appears that when the Ngati Apa in 1847 surrendered to the Crown the land lying between the Wanganui and Rangitikei Rivers they compromised the conflicting Ngati Raukawa claims (of conquest) by conceding to the latter the right of disposal over the territory lying south of the Rangitikei with this mutual understanding – that as the Ngati Raukawa had received a share of the payments to Ngati Apa, should in like manner participate in the purchase money of this block whenever Ngati Raukawa should sell – with the lapse of years the Ngati Apa have come to regard their right in every respect equal to that of the present holders while the latter always regarding the Ngati Apa claim as one of sufferance are disposed now to ignore it altogether.<sup>2</sup>

After the sale of the Rangitikei–Turakina block, a number of disputes broke out over the exercise of rights on the south bank. For example, Ngati Apa crossed the Rangitikei to cut totara at Pakapakatea. Aperahama Te Huruhuru responded by moving to and cultivating the area, but was forced to decamp in the following summer when two canoes of armed Ngati Apa arrived. Further downstream, Aperahama's waerenga was burnt off by Ngati Apa, who planted the area with corn. Ngati Raukawa replanted potatoes three times, being burnt off on each occasion. A meeting was called at Maramaihoa to settle the dispute. Parakaia later told the court that he had gone to the meeting to protect the mana of Whatanui and Ngati Raukawa, and 'in confidence because [he] knew the boundary had been fixed and

---

2. Buller to Mantell, 31 August 1863, Mantell Papers, MS 83 (236), ATL

the Government were witnesses and parties to the arrangement which was now being interfered with . . .<sup>3</sup> According to Parakaia, Ngati Apa requests to have their right to the south bank recognised were rejected, and the matter had subsided.

Trouble was again triggered by leasing land to Pakeha squatters. This had long been considered, by elements within Ngati Raukawa, a more desirable alternative to outright sale. But the practice was likely to give rise to questions of who had the right to negotiate such arrangements and how revenues were to be apportioned. According to a memorandum of William Fox, who was resident at Rangitikei at that time, Nepia Taratoa had largely controlled the initial negotiation of leases and the distribution of the rents, but Ngati Apa and Rangitane also participated in the revenues. It is not clear how the money (some £600 per annum) was apportioned, but Taratoa's willingness for the other tribes to share in the rents appears to be consistent with his long-held position. At the negotiations for Rangitikei–Turakina, he had recognised the presence and interests of Ngati Apa south of the Rangitikei River, but not their power to oversee the alienation of those lands.

---

3. Otaki Native Land Court MB 1c, 16 March 1868, p 239

## **5.2 THE DEATH OF TARATOA**

Taratoa's mana was sufficient to prevent serious challenge to either leasing arrangements or the wider issue of alienation of the Rangitikei–Manawatu. However, his death in 1862 threw the Manawatu question open. According to Fox, trouble had been dampened but not extinguished by the influence of Taratoa, and on his death the chief had attempted to appease the 'most exacting of the claimants', Ngati Apa, by allocating them a large sum of money. This failed to satisfy Ngati Apa, while irritating the other tribes. Fox reported in August 1863:

Since Nepia's death the differences which had been kept down by his great influence have assumed a more marked character, and for some months passed there has been great agitation among the natives on the subject. The Ngatiraukawas and Rangitanes appear to have considered that the Ngati Apa's were receiving very much more rent than their interest in the land entitled them to claim, and the two former tribes have combined to assert their rights as against the other.<sup>4</sup>

In May 1863 a meeting was called at Parewanui, attended by the three tribes as well as Ngati Rauru and Ngati Kahungunu. Ihakara Tukumarū proposed that either the rents, or the land itself, should be shared by Ngati Raukawa, Ngati Apa, and Rangitane, but Hunia Te Hakeke responded by demanding the complete withdrawal of Ngati Raukawa. Hostility escalated. In July, a meeting was attended by Ngati Raukawa and Rangitane at Puketotara, where it was decided that, in the face of

---

4. 'Memorandum for Native Minister Relative to the Disputes and Threatened Hostilities Between Ngati Raukawas, Rangitanes and Ngati Apas in Rangitikei–Manawatu District', 19 August 1863, Mantell Papers, MS 83 (236), ATL

*Featherston's Purchases, 1860s*

Ngati Apa's uncompromising position, they 'would stand on their strict rights and assume the ownership of the entire land in dispute as well as take steps to assert their right to the rents received from the Europeans'.<sup>5</sup> Some 200 armed men then took up position at a pa that they had erected near the stockyards of Mr Alexander, who had been paying rents to Ngati Apa for the past three years. They threatened to drive off his stock to Oroua unless he paid them all future rents and a portion of the back-rent already given to Ngati Apa.

---

5. Ibid

*Wellington*

The Government, anxious to avoid the outbreak of an inter-tribal war, sent Buller to investigate and to calm the disputants. He reported in August that both parties had agreed to lay their claims before the Governor. However, Ngati Raukawa and Rangitane refused to withdraw from the area and began to cultivate the land under particular dispute. Fighting seemed to be imminent, and later in the month Fox attempted another intervention, writing to both Hunia and Noa Te Rauhihi of Reureu, whom he described as the ‘principal man of the Ngati Raukawa in this neighbourhood’. On being invited by both parties to hear their views, Fox travelled first to Kakanui, Ngati Raukawa’s pa at Alexander’s run, and then crossed the river to Parewanui. Both parties again agreed that the dispute should be submitted to a Court of Arbitration in order that the history of the case could be fully examined and the conflicting claims of inheritance and occupation reconciled.<sup>6</sup> Ngati Raukawa were particularly anxious that McLean and Williams should be consulted about the promises made during the Rangitikei–Turakina negotiations. In the meantime, they and Rangitane agreed to withdraw from the area, and Ngati Apa to the rents being held in abeyance until the question of title was settled. Such accord was likely to be temporary only, and both Fox and Buller urged the Government to take urgent steps to set up a court and resolve the dispute as soon as possible. However, nothing was done to carry through arbitration and the conflict continued to brew.<sup>7</sup>

In December 1863, Shortland, the Native Secretary, instructed Featherston to negotiate with the three tribes and ‘induce them if possible to agree upon an arbitration or division of the land’.<sup>8</sup> Featherston’s intervention in the dispute

---

6. Buller to Fox, 27 August 1863, Mantell Papers, MS Papers 83 (236), ATL; Fox to Mantell, 19 August 1863, Mantell Papers, MS Papers 83 (236), ATL

7. V Fallas, ‘Rangitikei–Manawatu Block’, claim Wai 52 record of documents, doc A3, pp 13–14

8. Shortland to Featherston, 15 December 1863, WP series 3 1863/637, NA Wellington

signalled a change of direction in the policy, away from arbitration towards sale. Arriving in the district accompanied by an interpreter, he found some 400 Rangitane and Ngati Raukawa gathered at Ihakara's pa at Tawhirihoe. In general, Featherston was unsympathetic to Ngati Raukawa because they were an obstacle to purchase and because of their links to the King movement. He considered that they were acting provocatively, and immediately announced that the Government was determined to preserve the peace and would regard the first shot to be fired as an act of war. Ihakara again proposed that the dispute be settled by arbitration conducted in the presence of the three tribes. This suggestion, reluctantly extended to Ngati Apa by Featherston, was rejected. Ngati Apa (numbering some 150) told Featherston that, while they recognised the mana of Te Rauparaha's descendants (Te Whiwhi and Tamihana) to a limited extent, Ihakara enjoyed no such authority. According to Featherston:

A consultation here took place amongst the chiefs, and they got up one after another in rapid succession, and declared they never would consent to arbitration; that an arbitration would involve them in an endless number of disputes; that they would dispute about the apportionment of the block; that they would dispute about the particular block to be assigned to each party, about the surveys, about the boundaries of each man's land, and therefore they would have nothing to say to arbitration.<sup>9</sup>

They then handed all the Rangitikei–Manawatu lands over to the Government for sale. According to Buller's later testimony, Featherston's acceptance of Ngati Apa's claims had not been planned – the desire to preserve the peace outweighed any wish to buy land but Featherston had accepted Ngati Apa's argument that it was

---

9. Featherston to Fox, 18 February 1864, 'Further Papers Relative to the Native Insurrection', AJHR, 1864, E-3, p 38, no 29, encl

*Wellington*

‘impossible to have settled the disputes by an investigation of title – it was considered that the only course was to get clear of all’.<sup>10</sup>

---

10. Otaki Native Land Court MB 1c, p 219

*Featherston's Purchases, 1860s*

While the issue was considered to be too complicated to be settled through an examination of the grounds of ownership, Featherston argued that the operation of leaseholding had greatly simplified the complexity of the dispute. He saw Ngati Raukawa's 1863 offer to divide the land between the three tribes, the proportions in which the rent had been paid out, and Nepia's lump payment to Ngati Apa, as indicating not only the existence but also the extent of each tribe's interest in the block. He suggested further that '[these] three interests might easily be satisfied by a money payment but not by a subdivision of land', and that this should be a 'sum which would at the ordinary rate of interest yield to them the same amount as they have been jointly receiving from the squatters as rent'.<sup>11</sup>

On Ngati Raukawa's and Rangitane's rejection of the right of Ngati Apa to hand over the area for sale, Featherston argued that the Government could not force Ngati Apa into arbitration. Urging the opponents of sale to look for some other solution, he then travelled to Putiki, where he gathered the consent of chiefs located at Wanganui, Wangaehu, and Turakina, who expressed their willingness to support Ngati Apa in event of attack. On returning to Tawhirihoe, Featherston found that all parties were readying themselves for confrontation. Ngati Apa again stressed to the commissioner that they would not agree to arbitration but that 'they gave up the whole of the lands, together with the quarrel to the Government, and that they also surrendered their arms as a proof of their sincerity . . . .' Featherston, accepting one gun and a box of cartridges, emphasised the need to keep the peace and the Government acceptance of only that land to which Ngati Apa was found to be entitled. He then met with Ngati Raukawa and Rangitane, rebuking them for their

---

11. Featherston to Fox, 18 February 1864, 'Further Papers Relative to the Native Insurrection', AJHR, 1864, E-3, p 39,

war-like behaviour. Although Matene Te Whiwhi and Tamihana Te Rauparaha urged acceptance of Ngati Apa's proposal, Ihakara and Hoani Meihana reiterated the determination of their peoples to hold onto the land. On Ihakara suggesting that they were now entitled to all rents since Ngati Apa had transferred their interests, Featherston announced that the Government would not consent to either party receiving revenue from the land until the dispute had been settled. Eventually, both sides agreed to withdraw from the area, leaving only sufficient people to tend their cultivations. It was agreed, also, that rents should be held by the Government – a decision that Featherston saw as likely to bring about a compromise within short order, and which was to subsequently undermine the position of the non-sellers as the dispute dragged on.

### **5.3 MUHUNOA**

*Featherston's Purchases, 1860s*

While Featherston waited for Ngati Raukawa and Rangitane to withdraw their opposition to the sale of the Rangitikei–Manawatu, he pursued the transactions initiated by Searancke in the 1850s.<sup>12</sup> Te Roera Hukiki and Karaipi Te Puke, principal right-holders in the Muhunoa block, remained firm in their desire to sell, writing to Featherston in November 1863, ‘The boundaries have been given to the Government long ago . . . send some European to look at the land’.<sup>13</sup>

In February 1864, it was agreed that Muhunoa block should be sold to Featherston for £1100. A deposit of £100 was paid to Hukiki and Te Puke for distribution. Rather than a deed, a memorandum of agreement was signed in which Hukiki consented to the sale, and the boundaries of the alienation were described. Five hundred acres and an important eel fishery, Lake Ororokare, were reserved for the vendors.<sup>14</sup> Featherston and Buller now considered the block to have been sold to the Government, but no agreement had been made to the respective interest. Within a few months, Ngati Raukawa at Otaki were threatening to repudiate the sale, complaining to Buller that they had not received any portion of the down payment. At a meeting held on 24 June 1864, Buller denied any further responsibility on the part of the Government, arguing that the land was sold and that the terms of the agreement had been fulfilled by Featherston. If the down payment had not been properly distributed, that was a matter to be settled between the vendors:

---

12. The following account is based on J Luiten, ‘Whanganui ki Porirua’, claim Wai 52 record of documents, doc A1, pp 35–37.

13. Te Puke to Featherston, 9 November 1863, MA series 13/75A, NA Wellington

14. Memorandum of agreement to sell Muhunoa, Otaki, February 1864, MA series 13/75A, NA Wellington

## *Wellington*

You cannot blame the Commissioner for that. He paid the money to men appointed by you to receive it and he holds the receipt for it both in English and Maori. The land now belongs to the Queen, and the surveyor will be here soon to fix the boundaries. When this has been done the remainder of the money – £1000 – will be paid.<sup>15</sup>

He stressed that Hukiki and Te Puke, as the largest claimants, could not be ignored, but suggested that a runanga be held between the Muhunoa and Otaki peoples to decide how the money was to be distributed. The general sentiment of the Otaki people was that they would ignore the matter of the down payment, but should receive half of the remaining payment.<sup>16</sup>

Buller also refused to look at Ngati Raukawa's specific claims within the block. He rejected Matene Te Whiwhi's request that Papaitonga should be set aside. Pointing out that the lake fell within the boundaries set out in the agreement, Buller argued that it now belonged to the Queen and would have to be purchased by Ngati Raukawa at the 'best bargain' they could make to price. Nor would he accede to Ngati Raukawa's request that they point out their claims at survey, arguing that this would only result in dispute. He told Ngati Raukawa, 'All that remains for you is to decide about the distribution of the thousand pounds'.<sup>17</sup>

Buller considered the meeting to have been satisfactory, but noted on 30 June, that he had received information that Hema Te Ao was 'raising the old point and threatening to interrupt the survey of the block'. Attributing the rumoured opposition to political motives, he advised:

If true . . . it may be prudent to delay the survey a few months, as it is far from desirable at this juncture to rouse Kingite opposition on a land question. The delay in making the final payment of £1000 would operate favourably.

---

15. 'Rough Notes of a Meeting at Otaki, on the 24th June, Convened to Consider Questions Arising out of the Muhunoa Sale', WP series 3 1864/530, p 3, NA Wellington

16. Ibid, p 4

17. Ibid

*Featherston's Purchases, 1860s*

It would seem, however, that those who generally supported the Government opposed them on this issue. Te Whiwhi and Tamihana told Buller that 'the people wish to retain the land as a place of residence for us and our children'.<sup>18</sup>

The question of how the money was to be distributed continued to plague the Muhunua transaction. In the latter months of 1864, a number of applications were made to Featherston for payment of their share of the Muhunua monies, but no agreement could be reached regarding the alienation. A year later, James Hamlin, interpreter for the department, reported the failure of all interested parties to agree to the sale of their interests:

I saw Hema Kihawa and Te Roera [Hukiki] but could not get them to come to any terms Kiharoa and Hema named to Te Roera he had better sell part of his own land to pay your Honour for the money he had received, as they would not sell.<sup>19</sup>

The matter still had not been settled by 1866, Featherston informing Te Whiwhi that the balance of the purchase money would be paid once the disputed boundaries were settled and the survey completed.<sup>20</sup> It would appear that a transference of rights could not be effected by the Government until after the block had been subdivided in the 1870s.<sup>21</sup>

---

18. Luiten, p 36

19. Hamlin to Featherston, 27 November 1865, MA 13/69A, NA Wellington

20. Featherston to Te Whiwhi, 29 September 1866, MA MLP-W series 1, p 99, NA Wellington

21. Turton, Deeds, no 43, p 159; Turton, Deeds, no 205, p 162

#### **5.4 AHUATURANGA PURCHASE COMPLETED**

In mid-1864, Featherston was able to complete the purchase of the upper Manawatu block for £12,000 – twice the amount Searancke had been prepared to offer in 1858.<sup>22</sup> Featherston subsequently gave credit for the completion of the purchase to Buller, whose role in land negotiations was giving rise to some concern.<sup>23</sup> Parakaia Te Pouepa complained that he was frightening Ngati Raukawa into sale.<sup>24</sup> Mantell, the new Native Minister, questioned the propriety of a resident magistrate being involved in land purchase operations. According to Mantell, who described Buller as one of the ‘least discrete officers’, Featherston himself had earlier condemned his use in this dual role as being ‘detrimental to a Magistrate’s judicial efficiency’. Mantell reported that whatever policy had been pursued by Bell and Fox:

He [Buller] could expect no instructions from me but such as would stop his interference in land purchases; but when I spoke to them on the subject, he, in support of his connection with these affairs had been very slight, described it as follows:–

The Natives and Dr Featherston would commence negotiations about a block of land, for which the commissioner would offer a certain price, say £1000, and the Natives demand, say £10,000. The Commissioner would then propose that the value should be assessed by Mr Buller, and on the Natives assenting to this reference, that gentleman would ascertain from the Commissioner what price he was really ready to give, say £3000, and give that as his award.<sup>25</sup>

---

22. Searancke to McLean, 6 August 1861, AJHR, 1861, C-1, p 295, no 69

23. Featherston to Colonial Secretary, 21 August 1865, ‘Correspondence Relating to the Manawatu Block’, AJHR, 1865, E-2B, p 3

24. Parakaia and Others to [Featherston], 14 December 1864, WP series 3/16/64/96, NA Wellington

25. ‘Correspondence Relating to the Manawatu Block’, AJHR, 1865, E-2B, p 8, no 32, encl

On coming to office, Mantell had withdrawn Buller from the district but, when attacked by Featherston for his interference,<sup>26</sup> expressed concern that the resident magistrate should have been present at the Ahuaturanga purchase. Buller, for his part, denied both the conversation and the allegation of manipulation:

I considered the Government offer for this block (£6000) far too low, while I regarded the price which the Natives had continued to demand for several years (10 to 15s per acre) ridiculously high.

I sought to convince the Natives that to ask an exorbitant price was practically to postpone indefinitely the sale of the land; while at the same time, I used every legitimate argument to prove that (provided that the Reserves were ample and well selected) the speedy occupation of the Block by European settlers would be of utmost advantage to the Natives themselves. I told them plainly that I considered the Commissioner's offer [of £6000] an insufficient one. I promised that if they would make a reasonable offer I would urge the Commissioner to accept it; and, without consulting Dr Featherston, I myself suggested £12,000 as a fair price for them to ask. Having ultimately agreed to this, they communicated their decision to me, and I reported it to Dr Featherston on his arrival at Manawatu from Wanganui. He at once accepted the offer, and I then learnt, for the first time, that he had already in his own mind fixed upon this price (within a few hundred pounds) as the maximum he was prepared to give.<sup>27</sup>

He argued that his influence had been strengthened rather than impaired by his participation in land negotiations:

that not being myself the Government buyer, and not being in any sense bound to beat the Natives down, as to price, I was able to take an independent position, and to act as much on behalf of the Natives of my district as on behalf of the Government . . .<sup>28</sup>

As in the preceding decade, negotiations for the upper and lower Manawatu were linked, and it would seem that the major concern of Featherston and Buller was not to beat down the price for Ahuaturanga but rather to convert opponents to alienation

---

26. Featherston to Colonial Secretary, 21 August 1865, 'Correspondence Relating to the Manawatu Block', AJHR, 1865, E-2B, pp 3-4, no 1

27. Buller to Native Minister, 27 September 1865, 'Correspondence Relating to the Manawatu Block', AJHR, 1865, E-2B, p 10, no 5

28. *Ibid*

of the coastal area by the immediate disbursement of the monies for upper Manawatu in a lump sum. Featherston later noted:

The payment of twelve thousand pounds to the Rangitanes for the Upper Manawatu Block no doubt tended very materially to hasten the conversion of the opponents of the sale. Some were disappointed at not getting any portion of the purchase money, others sore at not obtaining what they considered their fair share, and there were very few who were not tempted by the distribution of so large a sum to agree to the sale of the Rangitikei Block. Defectives from the ranks of the anti-sellers began to take place so rapidly that the leading chiefs determined to lose no time in offering the block.

It is apparent that Ngati Raukawa participated in the payment only to a limited extent. The deed was signed on 23 July as a ‘full and final sale conveyance and surrender’ of the block ‘with its trees minerals waters, rivers, lakes streams and all appertaining to the said land or beneath the surface of the said land’ by Rangitane, Ngati Kauwhata, and Ngatitumokai, who were the descendants of Rangitane intermarried with Ngati Apa.<sup>29</sup> According to Hoani Meihana, the Ngati Kauwhata who signed were married to Rangitane women and living among them. He told the court that the principal chiefs of Ngati Raukawa were not parties to the deed, but had received some of the money from Rangitane.<sup>30</sup> Peeti Te Aweawe later argued that the assent of Ngati Raukawa had not been required because only Te Tapa Te Whata of Ngati Kauwhata had any right in the land. Williams, however, interpreted Ngati Raukawa’s non-participation in the payment for the sale as reflecting the tribe’s generosity and emulation of Whatanui ‘first preacher of peace’.<sup>31</sup>

The Ahuaturanga deed described the purchase boundaries, which ran east of the Oroua River, as agreed by the tribes in the 1850s, until reaching a point due west of the Manawatu Gorge, when it followed the river. The eastern boundary ran along the

---

29. Turton, Deeds, no 53, pp 177–179

30. Otaki Native Land Court MB 1c, 16 March 1868, p 248

31. Otaki Native Land Court MB 1c, 17 March 1868, p 251; Otaki Native Land Court MB 1d, 4 April 1868, p 498

foothills of the Tararua and Ruahine Ranges. Reserves were marked on the accompanying plan, but not defined within the deed itself.

## **5.5 RANGITIKEI–MANAWATU: IHAKARA AGREES TO SELL**

In September 1864, Ihakara Tukumarū wrote to Featherston, stating that he was now prepared to countenance the sale of disputed land between the Rangitikei and Manawatu Rivers as ‘the only means of settling our difficulty’. At the same time, he warned Featherston:

But we wish you to understand that this is the individual act of a few, the leading men in the dispute, and threatened fight. The general consent of the tribe has not yet been obtained to the proposed sale. The final decision as to selling or refusing to sell, rests of course with the whole tribe. But we are anxious to communicate to you at once our own conclusions on the subject.

You are sufficiently acquainted with the system of land selling – that it is only when both chiefs and people are agreed the land can be absolutely ceded.<sup>32</sup>

In a separate letter, Tapa Te Whata endorsed Ihakara’s proposal.<sup>33</sup>

Featherston met with Ihakara and a dozen other chiefs of Ngati Raukawa and Rangitane in October. He was well pleased with progress towards purchase,

---

32. ‘Papers Relative to the Rangitikei Land Dispute’, AJHR, 1865, E-2, p 4, no 1, encl 2

33. *Ibid*, encl 1

reporting that there had been a ‘tacit admission that Ngatiapas had undoubted claims, and would be entitled to a share of the purchase money’. He had continued to refuse the release of rents, on the grounds that this would be a ‘breach of faith towards the Ngatiapas’, which had been accepted by those present. And Ihakara had presented him with a carved club once belonging to Taratoa as ‘a token that the land was for ever gone from them’, and was now in the hands of the Government.<sup>34</sup> Although Featherston had earlier expressed some doubt about the extent of Ihakara’s authority over Ngati Raukawa,<sup>35</sup> he was confident that the alienation would go ahead:

I feel therefore that I am fully justified in saying that this quarrel which has for so long seriously threatened the peace of this Province is now virtually at an end, and that though some considerable time may elapse before the questions of price, reserves, &c, are arranged, that the purchase of the Block is certain.<sup>36</sup>

But, within a matter of months, the agreement had faltered, while support for Pai-marire started to grow in the Rangitikei.<sup>37</sup> Unknown to Ngati Raukawa, Featherston had moved an amendment of the Native Land Act 1862, by which the block was specifically excluded from its operation. That clause was repeated in the 1865 legislation. Featherston feared that once the Government’s monopoly of purchase was lost, private speculators would push up the price or frustrate the sale altogether.<sup>38</sup> Promoting sale as the only means of settling the dispute, Featherston

---

34. ‘Memorandum by the Superintendent of Wellington for the Colonial Secretary’, AJHR, 1865, E-2, pp 3–4

35. Featherston to Fox, 18 February 1864, ‘Further Papers Relative to the Native Insurrection’, AJHR, 1864, E-3, p 37, no 29, encl

36. ‘Memorandum by the Superintendent of Wellington for the Colonial Secretary’, AJHR, 1865, E-2, p 4

37. P Clark, *‘Hau Hau’ The Pai Marire Search for Maori Identity*, Auckland, Auckland University Press, 1975, p 23

38. R Galbreath, *Walter Buller: The Reluctant Conservationist*, Wellington, GP Books, 1989, p 68

*Featherston's Purchases, 1860s*

and Buller questioned the capacity of any tribunal to judge ownership of the block according to tenets of customary law:

Formerly it might have been comparatively easy to settle the matter by a reference to Maori law and usage; but the events of the last seventeen years have so complicated the question of title, and have imported so many new elements into the case, that to adjust it by any such reference now is simply impossible.<sup>39</sup>

---

39. 5 August 1865, 'Correspondence Relating to the Manawatu Block', AJHR 1865, E-2B, p 5, no 1, encl

Ihakara and Ngati Raukawa, who were confident that an examination of title would support their claim, were incensed that they had not been informed of the exception earlier. Threatening to repudiate their earlier agreements, they petitioned Parliament, in April, that the ‘ill-working restriction’ be removed from their territory.<sup>40</sup> Further offence was given by a caricature portraying the three tribes as pigs being driven off the block by Featherston and Buller who, exaggerating their former chances of success, now accused ‘certain parties’ of attempting to ‘upset the adjustment of the dispute’ by representing to Maori that they had been ‘overreached in their agreement’.<sup>41</sup> Buller reported in August that the purchase still might be completed within a matter of months if Featherston could devote all his time to the negotiations, but warned:

On the other hand, it is very certain that if the Natives are tampered with by those whose interests are opposed to the acquisition of the block by the Government, the negotiations will be impeded, and the cession of the land to the Crown, the only practicable solution of the ‘Rangitikei difficulty’, indefinitely postponed.<sup>42</sup>

## **5.6 SALE NEGOTIATIONS 1864 TO 1865**

In December 1863 Featherston and Buller held meetings with Ngati Raukawa and Rangitane. Featherston, obscuring the fact that the land court exception dated back to 1862, maintained that it was usual for blocks on which down payments had been made to be excluded from the operation of the act, and that ‘although no deposit had yet been paid on the Rangitikei–Manawatu block, Ihakara could not deny that virtually it was already in the hands of the Commissioner’. He reminded the chief of his presentation of Taratoa’s mere as a token of the ‘absolute surrender’ of the land

---

40. ‘Petition of Ihakara and other Natives Resident at Rangitikei and Manawatu’, AJHR, 1865, G-4, p 4

41. Superintendent to Colonial Secretary, 21 August 1865, ‘Correspondence Relating to the Manawatu Block’, AJHR, 1865, E-2B, p 2

42. Memorandum by Buller on Rangitikei land dispute, ‘Correspondence Relating to the Manawatu Block’, AJHR, 1865,

*Featherston's Purchases, 1860s*

in the presence of 'representative chiefs' and argued that 'It was only fair therefore to deal with the . . . block as under sale to the Government, although the final terms had not yet been arranged'.<sup>43</sup> Featherston emphasised the futility of arbitrating the dispute through the court, since all three parties would not abide by its decision. Ihakara agreed to accept the exclusion by the Act, provided that land south of the block, between the Manawatu and Ohau, was brought under its operation. Featherston acceded to this request, even though he doubted Ihakara's statement that the area was clear of dispute.

---

E-2B, p 7, no 1, encl

43. 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 15, no 6, encl 1

Meetings followed with other Ngati Raukawa chiefs at Maramaihoea, Ngati Kauwhata at Oroua, and Rangitane at Puketotara. Ngati Raukawa and Ngati Kauwhata, based further to the north, objected to the continuing confiscation of rents, arguing that revenues were being withheld to ‘force them to terms’ rather than to keep the peace. Ihakara actions were criticised by some, while others expressed their continued opposition to any alienation of land.<sup>44</sup> The mood of Rangitane at Puketotara was more divided. Hoani Meihana urged both sale and the retention of rents in the interval but Peeti Te Aweawe objected:

I was not present at the meeting at Manawatu when the nine chiefs handed over the Rangitikei. You did not hear my voice there, but you shall hear it now. I dispute the right of those nine men to dispose of my land. Hoani says that they only consented subjected to the general consent of the tribe. Then let me tell you at once this tribe does not consent. The Ngati Raukawa may, and the Ngatiapa may, but the Rangitane never will. If we sell this land, where shall the tribe look for support. We have sold the upper block to you, and we want the lower one for our cultivations. It is true that we are not actually cultivating it at present but it is leased to Pakehas, and we are living on the rents.<sup>45</sup>

He demanded that these be distributed, as did Te Kooro. Both Meihana and Te Kooro stressed that they would not contemplate the sale of land reserved for Rangitane to the east of Oroua River. Featherston, for his part, denied any responsibility for promoting sale, and emphasised that his sole motivation as purchaser was the desire to prevent armed conflict. He told Ngati Raukawa that he would consider the release of rents, but only if Maori were unanimous in their demands that this should be done. To Rangitane, he stressed the benefits of settlement as an avenue of trade and means of protection, advocated early sale, and

---

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

45. Notes of a meeting at Puketotara (Manawatu), 6 December 1865, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, p 19, no 6, encl 3

announced his decision to hold rents in the meantime. Further south, at Otaki, Ihakara, Tamihana, Horomona, and Matene expressed support for this policy.<sup>46</sup>

A meeting was called by Ihakara to discuss the mode of sale – whether the tribes would act together, or independently, in the matter. Ngati Apa refused to attend despite the representations of Featherston. Aperahama Tipae told him that they would not consent to dividing the purchase money with the other tribes. According to Buller's minutes:

Governor Hunia made a still more violent speech against the other tribes, openly boasted that they (the Ngatiapa's) had now plenty of arms and ammunition, and could easily drive off their opponents, and that they would now prefer an appeal to arms to any other course. He almost intimated that they had during the West Coast campaign reserved their ammunition for that purpose.<sup>47</sup>

Featherston emphasised that the Government was determined to preserve order, but that he would be prepared to sign a separate deed of cession with Ngati Apa if the other tribes did not object. Price was then discussed, 'the whole of the Natives present declaring that they would not take a penny less than £40,000, and that the other tribes should not share the payment with them; that their great desire was to fight, and take the land by right of conquest'.<sup>48</sup>

---

46. Notes of a meeting at Otaki, 9 December 1865, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 21, no 6, encl 5

47. Notes of various meetings, March and April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 24, no 6, encl 6

48. *Ibid*

## *Wellington*

The other tribes gathered at Te Takapu in early April. Featherston lists as being present some 700 Maori including Rangitane, Muaupoko, Ngati Toa, and Ngati Raukawa and their affiliates – Ngati Kauwhata, Ngati Wehiwehi, Ngatipare, Te Mawera, Ngatiparewahawaha, Ngatipikiahua, Ngatiwhakare, Ngatihua, Ngatingarongo, and Ngati Rakawau.<sup>49</sup> Ihakara's speech, which was fully recorded by Buller, reveals some of the motivations of the chief. Pointing to the sale of Te Awahou, Ihakara argued that it had been alienated despite Taratoa's opposition, and that if the whole of the land between the Rangitikei and the Manawatu been sold then, there would have been 'no more trouble'. He detailed the events leading to his decision to sell, and stated that he had opposed this proposal when it came from Ngati Apa, and would have continued in his opposition to the point of warfare, if that had been the wish of the tribe. Other solutions having failed, he had invited Ngati Apa to unite with him in the sale. They had refused to do so, and he now demanded a separate payment for Ngati Raukawa of £20,000, with another £1000 for 'all the tribes concerned'.<sup>50</sup>

Opposition to sale was led by Nepia Maukiringutu, a son of Nepia, Te Koro Te One, Parakaia Te Pouepa, and Aperehama Te Huruhuru, who had withdrawn his earlier support because of the continuing non-release of rents. Featherston, however, belittled the significance of their stance, reporting that they had used the interval before the formal opening of discussion to 'foment discontent', and arguing that 'those who were most zealous in opposing the sale and in proposing other modes of adjustment, were amongst those who had least claim to the land'. He reported that this was admitted by many of the non-sellers themselves, and condemned their

---

49. Ibid, pp 24–25

opposition as based 'not any particular ground, but because they were opposed generally to the further alienation of Native lands'.<sup>51</sup> According to his report:

Many who at the outset had declared against the sale, were now avowedly favorable to it, and it was evident that the spirit of opposition had been in a great measure crushed by the resolute determination of Ihakara and other leading chiefs to effect a sale of the disputed block.<sup>52</sup>

Ngati Apa and Whanganui were now persuaded to attend the Te Takapu meeting at which a deed of sale was signed by some 200 Maori. According to Featherston's report, all but a small section advocated immediate settlement of the question by sale, a proposal by Ihakara that the matter be submitted to the land court being rejected by almost all. Then Featherston spoke of the three avenues by which the dispute might be settled. He told his audience that arbitration was impossible unless all tribes agreed to abide by the court's decision. An examination before the land court would not work for much the same reason. Nor were the tribes able to agree on how the land was to be divided:

whether each tribe should take a third, or one tribe a half, and two tribes the other moiety; that even if this difficulty could be got over, who was to decide what portion of the land is to belong to this tribe, what portion to the other and who was to decide whether one tribe should not be confined to the sandhills, another to the good land  
...<sup>53</sup>

He spoke at length on the position of non-sellers:

He (Dr Featherston) repeated what he had then [October 1864] and often since said, that he would purchase no land without the consent of the people. But what did he mean by the consent of the people or tribe? He did not mean that the opposition of one man (not a principal chief) should prevent a whole tribe selling their land. Neither did he mean that a small section of one tribe should be allowed to forbid some six or seven tribes disposing of a block which they were anxious to sell. However much he might insist upon having the consent of the tribe, of all the real and principal claimants, he would be no party to such a manifest injustice as would be implied by one or two men probably possessing little or no interest in the land, forbidding the tribe selling it, or in

---

50. *Ibid*, p 25

51. *Ibid*, pp 24–26

52. *Ibid*, pp 26–27

53. *Ibid*, p 28

## *Wellington*

a small section of one tribe opposing the wishes of some half-dozen tribes, especially when the carrying out of the decision of the majority was the only means of avoiding an inter-tribal war.<sup>54</sup>

Featherston called upon the chiefs of each tribe to answer whether they consented to the alienation. Receiving an affirmative answer from all but Ihakara, who none the less insisted on sale since the ‘large majority’ of Ngati Raukawa, including the ‘principal claimants’, wished for the alienation to be carried through, the commissioner announced that his ‘course was clear’.<sup>55</sup> He told the meeting that five of the tribes were firm in their determination to sell, only a minority of Ngati Raukawa were opposed and, of those, Nepia and Aperahama had formerly supported the sale:

He felt, therefore, so confident that the deed would ultimately be executed by all the real claimants, that he had no difficulty in publicly announcing his acceptance of the block, and in congratulating them upon this longstanding feud being thus amicably settled and finally adjusted.<sup>56</sup>

The price was discussed and set at £25,000, and a memorandum of sale, detailing the boundaries, signed by some 200 of those present. As in his other transactions, it was Featherston’s contention that the purchase was now complete – that it was the responsibility of Maori to decide how the purchase money was to be divided and by whom.<sup>57</sup> The extent and position of reserves, however, would be left ‘entirely to my

---

54. Ibid, p 29

55. Ibid

56. Ibid

57. Ibid

[Featherston's] discretion'.<sup>58</sup> These questions, and the payment of the first instalment, were to be deferred until a deed had been signed.<sup>59</sup>

## **5.7 ATTEMPTED INTERVENTION BY GENERAL GOVERNMENT**

For the past four years the position of Native Minister had fallen to Mantell, who took little interest in the running of the Native Department. In the first months of 1866, however, the receipt of a number of letters asserting claims or protesting Featherston's activities, prompted closer inquiry from the new Native Minister, A H Russell. On the one hand Ngati Apa, angry at the delay in the completion of the sale, criticised the commissioner for paying heed to the 'interests of a stranger tribe who have no claim whatever to our land'. They pointed to Ngati Raukawa's claims elsewhere:

Friend Stafford, and your colleagues, you know (because) you have distinctly seen that the land of the Ngatiraukawas is at Maungatautari. They have sent in their claims. Let the Europeans clearly understand that (Maungatautari) is their land.<sup>60</sup>

---

58. Featherston to Richmond, 23 March 1867, MA series 13/70, p 2, NA Wellington

59. Notes of various meetings, March and April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 30, no 6, encl 6

60. Hunia Hakeke and others to Premier, 23 March 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 5, no 1, encl 3

Ngati Apa argued, too, that Featherston had acknowledged their authority over the Rangitikei: ‘We placed the gun of peace in his hand, and told him and the Governor to buy land from us, and that we would arrange with the other tribes. He replied it is well’. In fulfilment of that bargain, they had given £100 to Ihakara and had refrained from fighting at Patea.<sup>61</sup> Peeti Te Aweawe also wrote to Russell, refuting all but the limited claims of a few Ngati Raukawa, and stating that ‘this land belongs to us, to two tribes, Rangitane and Muaupoko’.<sup>62</sup>

On the other hand, correspondence, deputations, and petitions were received from Ngati Raukawa – Te Herekau, Te Pouepa, Taharape, and Te Waharoa – asserting their determination to hold onto their claims within the block. Sections of Ngati Kauwhata and Ngati Wehiwehi, led by Te Kooro Te One, also protested the sale by Meihana and Tapa Te Whata, of the Manawatu side of the area between the Oroua and Rangitikei Rivers.<sup>63</sup> Parakaia objected that he had consented to the alienation of the Rangitikei–Turakina by Ngati Apa, Ahuaturanga by Rangitane, and Te Awahou by those within Ngati Raukawa who also wished to participate in the profits to be made by land sales; but he was ‘not willing to give this small piece’ to the Government, and complained that Featherston had pushed through the purchase at the April 1865 meeting by explicitly supporting tribes who had fought for the Queen, and by giving weight to Whanganui interests:

His talk was light, acceptable to four tribes but the falling of the wrong was upon us. It was a new word. There are 800 of Whanganui, 200 of Ngatiapa of Rangitane, and Muaupoko 100. As for you Ngatiraukawa you are half – you are small.

---

61. Ibid, p 4

62. Huru Te Hiaro and others to the Native Minister, 28 April 1866, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, p 8, no 2, encl 5

63. Te Kooro Te One and others to Governor, 13 June 1866, ‘Further Papers Relative to the Manawatu Block’, AJHR, 1866, A-4, p 31, no 6, encl 6

*Featherston's Purchases, 1860s*

Then we pronounced his words to be wrong. We said your act is a Maori robbery of our land.

The 800 of Whanganui are not present on this transaction. You are pretending that an agreement has been made to make us fear.<sup>64</sup>

Whereas Ngati Apa based their argument on their long-term occupation of the region, Ngati Raukawa pointed to the understandings created by the past 20 years of dealing between the Government and their people:

Dr Featherston: It is not a new thing for the Ngatiraukawa to refuse to sell this side of the River Rangitikei. Formerly, in the time of Governor Grey and Mr McLean, we quietly gave up the other side for Ngatiapa to do what they liked with; that side of the river passed fairly into the hands of the Governor, and just as clearly this side remained. Afterwards, in the time of Mr McLean and Governor Browne, Searancke treated with Ngatiapa. Governor Browne would not listen to Ngati Apa. The sale of Manawatu was arranged with Governor Browne, that of the Rangitikei with Governor Grey, but those Governors never said any words like yours.<sup>65</sup>

Russell demanded an account of Featherston's proceedings, reminding him of official policy – that in all cases of outstanding land purchases, officers were required to show that they had properly investigated claims to land within the block, had ascertained that title vested in the vendors, that the area, price, and dates of payment had been clearly defined, and that the persons to whom those payments were to be made, had been agreed upon by all claimants.<sup>66</sup> At a meeting with Colonel Haultain, acting on behalf of the Native Minister, Te Pouepa, and Te Herekau and other Ngati Raukawa opponents to the purchase were assured that 'no

---

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

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

66. Haultain to Featherston, 30 April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 3, no 1; Native Minister to Featherston, 3 May 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 3, no 2

*Wellington*

sale would be allowed unless the owners of the land agreed to it' – a commitment that was repeated by a number of Government officials over the ensuing months.<sup>67</sup>

---

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

*Featherston's Purchases, 1860s*

In June 1866, Featherston sent in his account of the meetings of the previous year and reported that deed had been prepared, was currently being executed and would have over 1000 signatures attached. On completion of the deed, Featherston intended to follow his earlier practise of handing over the purchase money to chiefs nominated by a general meeting of the tribes, who would also decide how it was to be divided. He stated that he anticipated no difficulty in this matter.<sup>68</sup> But the methods of Buller, who largely had responsibility for the collection of signatures, were later protested by Ngati Raukawa. They argued that many who signed the deed had no interest in the block, and particular outrage was expressed that the consent of Whanganui should have been sought by the Government. Featherston later acknowledged that the Whanganui interests were of 'a purely secondary character':

They claim through the Ngati Apa tribe to whom they are closely related, and whom they were pledged to assist in the event of hostilities with the Ngatiraukawa and other rival claimants.

The Ngati Apa might have exercised the right of selling without the consent of the Whanganui people, but they would never have attempted a trial of strength with the Ngati-raukawa in the absence of the powerful support of their Whanganui allies.<sup>69</sup>

Allegations of bribery and forged signatures were also made. One witness at the subsequent land court investigation admitted that he had received money for signing, although he had no claim.<sup>70</sup> Taratoa accused Buller of offering him a position as assessor, ammunition, and beer to sign, of threatening to falsify his signature when he refused, and of attaching the names of others without their consent – charges all denied by the resident magistrate.<sup>71</sup>

---

68. Notes of various meetings, March and April 1866, 'Further Papers Relative to the Manawatu Block', AJHR, 1866, A-4, p 30, no 6, encl 6

69. Featherston to Richmond, 23 March 1867, MA 13/70, pp 14–15, NA Wellington

70. Native Lands Court, Otaki, 25 March 1868, *Wellington Independent*, Hadfield Papers, MS 139 (30), ATL

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

*Wellington*

In the meantime, Parakaia employed a surveyor (Hughes) in an attempt to mark off his claims within the block. This was protested by pro-sale Ngati Raukawa and Ngati Apa, who identified the action as Hauhau inspired, and who were reported to have disrupted the survey with the encouragement of Featherston.<sup>72</sup>

In July Aperahama Te Huruhuru agreed to sell, and having now acquired his signature, Featherston arranged for the payment of the money in December. This brought another wave of protest from the non-sellers.<sup>73</sup> In October, 20 chiefs, led by Te Pouepa, Te Herekau, and Taratoa, met with the new Native Minister, J C Richmond, seeking his intervention and an investigation by the Native Land Court. The Government again pledged that the payment price would not be disbursed until an investigation had identified the owners and whether they had consented to the alienation.<sup>74</sup>

---

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

73. Luiten, p 49

74. Ibid

*Featherston's Purchases, 1860s*

Both Russell and Richmond reminded Featherston of departmental policy requiring a full report before the Governor could be advised that the transaction was 'ripe for completion'.<sup>75</sup> In November Richmond asked the commissioner for a full report detailing numbers involved, and distinguishing between resident and non-resident, assenting and dissenting hapu. The numbers and nature of secondary and remote claimants were to be estimated. Participation in payments for former sales, the understandings reached in those cases, and the proposed distribution of the purchase money were to be outlined. Featherston was also reminded of the necessity of fully defining the reserves provided for the dissentients. In Richmond's opinion, special care was required in the case of the Rangitikei–Manawatu block:

I need perhaps scarcely observe that the peculiar position in which the district of Manawatu stands under the legislation of the Colony respecting Native Lands requires a more exact mode of dealing in this case than has in former purchases sometimes prevailed and this necessity is if possible strengthened by the repeated protests of a considerable section of those claiming to be interested in the first degree in the lands under negotiation, protests some of which have been from time to time brought officially under your notice and which reflect in terms of much irritation on Mr Buller who has been engaged under you in the matter on behalf of the Government. I may further remind you as an additional motive for conducting the negotiations, that the present time is one of revived excitement throughout the Maori population and it is essential on that account that every detail of these important transactions should be unassailable in itself and recorded for the general information and criticism.<sup>76</sup>

Three days later, Featherston replied that there were 'only about fifty bona fide Ngati Raukawa claimants whose signatures can be considered in any way essential to the satisfactory completion of the Deed of Purchase'.<sup>77</sup> According to his report, most of this group had tacitly assented to the sale. The vast majority of non-resident claimants had also agreed to the alienation. Featherston admitted that many non-

---

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

76. Richmond to Featherston, 11 November 1866, MA series 13/70, NA Wellington

77. Featherston to Richmond, 14 November 1866, MA series 13/69B, pp 2–3, NA Wellington

resident Ngati Raukawa refused to endorse the alienation but denied their authority in the matter, equating their rights with those of Whanganui:

I may state, however, that I consider the 600 signatures of the remote Wanganui claimants as little necessary to the completion of the deed of title as I do those of the non-resident Ngatiraukawa, a large number of whom have refused to sign and are now protesting against the sale. They have never resided on the block, nor have they exercised such acts of ownership as would justify their claim; and the fact of their signing the Deed would, I apprehend, simply entitle them to a present from the bona fide sellers when the money comes to be distributed.<sup>78</sup>

The question could not be settled until the tribes met at Parewanui in December, but Featherston believed that the money to be paid over on that occasion should be divided into portions of £10,000 each to Ngati Apa and Ngati Raukawa, and £5000 to Rangitane. Out of these sums, Ngati Apa were expected to satisfy the secondary claims of Whanganui and Ngati Upokoiri. Rangitane were to give part of their payment to Muaupoko (whom Featherston records as numbering only about 75 people) and a ‘small hapu of the Ngatikahungunu claiming through Te Hiriwanu.’ Ngati Raukawa would settle the claims of Ngati Toa and non-resident members of the tribe.<sup>79</sup>

In the report, Featherston dismissed the relevance of former sales to the question of the Rangitikei–Manawatu, implying that Ngati Raukawa’s assent had not been a requirement for those transactions:

The land north of the Rangitikei River was sold to the Crown by the Ngati Apa with the passive concurrence of the Ngatiraukawas. In like manner the Awahou Block (Lower Manawatu) was sold by the resident Ngatiraukawa, with the passive concurrence of the Ngatiapa: while the Upper Manawatu Block of 250,000 acres was sold by the Rangitane with the concurrence of both the Ngatiapa and the Ngatiraukawa. The Manawatu-Rangitikei Block lying between the three blocks I have named is on the contrary debateable ground and the right to occupy or sell it is claimed by all three tribes independently.

---

78. *Ibid*, pp 4–5

79. *Ibid*, p 6

*Featherston's Purchases, 1860s*

I may observe here that the 'right by conquest' claim now put forward by the non-resident Ngatiraukawa might have been urged with equal force in the case of the adjacent blocks to prevent their sale by Rangitane and Ngatiapa.<sup>80</sup>

Richmond reacted with alarm, doubting the wisdom of some of Featherston's actions, and suggesting wholesale purchase had been 'too hastily assumed' to be the only solution to the dispute. Nor was he satisfied with Featherston's proposals for the completion of the sale and again attempted to bring him under some direction. He was particularly concerned that no reserves or excisions had been made, since estimates by Buller suggested that fully one-third of Ngati Raukawa repudiated the sale:

The Government have never yet recognised the right of a majority in a tribe to overrule the minority on the absolute way here implied. Whilst refusing to countenance a small section in pressing their communistic claim in mere obstruction of all dealings by the rest of the tribe, they have at all times been consistent on recognising to the fullest extent the propriety claims of every bona fide owner. Nor are they prepared on the present occasion to take a different course.

. . . The dilemma at present stands thus. Your Honour, acting as Commissioner under the Governor has, without previous consultation with the Government given a pledge for the payment on a fixed day of the purchase money agreed on with the sellers. Meantime reiterated oral and written assurances have been given by several Ministers that the rights of the dissentients will be respected and their shares of the territory secured to them and had no assurance been given the Government would have felt no less bound.<sup>81</sup>

---

80. *Ibid*, pp 8–9

81. Richmond to Featherston, 21 November 1866, MA series 13/70, pp 2–3, NA Wellington

Richmond denied any intention of tying Featherston's hands by detailed instruction as to the mode in which principles of purchase should be applied, but proposed that the commissioner should meet with the sellers as arranged and complete the acquisition of their shares. At the same time, however, he should announce that the Government would not override the objections of bona fide claimants whose interests would be determined by future inquiry. The payment of a large portion of the price would then 'quiet the impatience' of sellers with the retention of the balance enabling the Government 'carefully to revise the claims by means of a Commission acting in the manner adopted by the Native Lands Court'. On that commission's report, the Government would either pay out the rest of the money or exclude the lands of the dissentients from the sale. This course was all the more advisable in that the Native Rights Act 1865 would entitle the non-sellers to themselves bring the case before the Supreme Court and, in effect, appeal to the Native Lands Court.<sup>82</sup>

The Government was not, however, prepared to go further on behalf of the dissentients:

You will it is believed be able to convince the sellers that this course would be fair and patriotic and conceived in the spirit which they have adopted throughout. It will be easy too for you to make it apparent that the Government cannot properly go further to remove the cause of strife without entering on an arbitrary course which must excite jealousy and suspicion and which would violate principles held almost sacred among Europeans.<sup>83</sup>

## **5.8 PURCHASE DEED, DECEMBER 1866**

Some 1500 Maori, including Ngati Apa, Rangitane, Ngati Raukawa, Ngati Toa, Te Ati Awa, Ngati Upokoiri, Ngati Kahungunu, Taranaki, and Ngati Ruanui gathered at

---

82. *Ibid*, pp 5-7

Parewanui in December 1866 to finalise the deed.<sup>84</sup> The dissentient Ngati Raukawa refused to attend. Richmond's directions were largely ignored by Featherston. Kawana Hunia, on his own ground, dominated the proceedings, confidently asserting Ngati Apa's right to the land and their ability to uphold it. He recognised only the claims of Taratoa's descendant, Nepia Maukiringutu, and his immediate hapu who had been residing in the area for the past 30 years, and demanded not only the major share of the payment for the block but the reservation of Tawhirihoe Pa to him.<sup>85</sup> These demands were unacceptable to Ngati Raukawa vendors who wanted half of the payment. On the three major parties being unable to reach agreement on how the money was to be divided, Featherston proposed that Ngati Apa should receive £15,000, out of which the claims of Rangitane, Whanganui, Muaupoko, and the east coast tribes were to be settled. Ten thousand pounds would go to Ngati Raukawa who were to satisfy the non-sellers within the tribes, Ngati Toa and Te Ati Awa.<sup>86</sup> Ihakara, Aperahama Te Huruheru, and pro-sale Ngati Raukawa agreed to this proposal, but Hunia was intransigent, insisting that Ngati Raukawa should receive only £5000, and threatening to occupy Tawhirihoe.<sup>87</sup>

Featherston was unwilling to discuss the question of reserving land:

By the deed of cession the whole block was ceded to the Crown, and that at their own request, because 'every acre was in dispute.' – 'was fighting ground.' Unless, therefore, it was understood that there were no reserves whatever he should decline to pay the purchase money; and he certainly would not entertain or listen to Hunia's demand. He had, however, pretty plainly intimated that he had no wish to disturb them in any of their kaingas they desired to retain. Still he repeated that they could not claim any reserve as a matter of right.<sup>88</sup>

---

83. Ibid, pp 6–7

84. 'Further Papers in Reference to the Rangitikei Land Dispute: Notes of a Native Meeting at Parewanui, Rangitikei, December 1866', *Acts and Proceedings of the Provincial Council, Session XV, 1867, With the Printed Council Papers and Acts Appended*, Wellington, Wellington Provincial Council, 1867, pp 1–2

85. Ibid, pp 2, 6

86. Ibid, pp 6–7

87. Ibid, p 7

88. Ibid, p 6

However, in face of Hunia's continuing determination to recover the pa, Ihakara agreed to waive all claims to a reserve there, in Ngati Apa's favour. Hunia, in turn, accepted Featherston's proposed sum of £15,000, and the money was paid out, the commissioner marking the occasion by presenting his signet ring to the chief.<sup>89</sup>

Major Edwards, resident magistrate at Otaki, reported the response by non-selling Ngati Raukawa. Three hundred people of all political persuasions – Hauhau, Kingite, and Queenites – led by Parakaia, Taratoa, Tohutohu, Wi Hapi, Wiriharai, and Te Whiwhi had gathered there. He informed Richmond that they were willing to concede the general alienation of the Rangitikei–Manawatu but not of their own portion:

After some discussion it was determined to withhold from sale that portion of the Rangitikei–Manawatu Block claimed by those present at the meeting, to prevent the survey and hold possession peaceably if possible, trusting to the law to protect them. If the law does not protect them, then they would lose their faith in the law and the Pakeha and there would be 'a second Waitara.' They have no intention to interfere with the sellers of the Manawatu Rangitikei block but the portion claimed as their own they would not sell under any circumstances.<sup>90</sup>

While the dissentients had perforce to accept that an alienation of some portion of the block had been effected, the December 1866 deed on which the Crown based its claim was rejected as any sort of proof of the ownership of Ngati Apa and allied tribes.

---

89. *Ibid*, pp 9–11

90. Major Edwards to Richmond, 17 December 1866, MA series 13/70, pp 1–2, NA Wellington

*Featherston's Purchases, 1860s*

Meetings were held immediately to decide how the payments should be distributed. Ngati Raukawa met at Maramaihoea, where it was decided that Ngati Toa and Te Ati Awa should receive £1000 for their interest in the land, and Matene Te Whiwhi's sister, a further £500. Six thousand pounds was divided evenly between three groups: Te Huruhuru, Ngati Parewahawaha and associated hapu; Tukumarū, Ngati Patukohuru and their allies; and Ngati Kauwhata and the Oroua peoples, led by Te Whata. On Ihakara's insistence the £1000 initially set aside for the dissentients was raised to £2500, on the understanding that this was an 'act of grace' rather than a reflection of the extent of their claim. Of this amount, £1500 was offered to Taratoa and subsequently returned to Featherston on the chief's refusal to accept the sum. Tapa Te Whata was given the remaining £1000 to distribute among the Oroua people. Only half of this sum was offered to the dissentients and on Te Kooro's refusal to accept the money, the whole amount was distributed among Te Whata's hapu. Featherston objected to this, informing Te Whata that no reserve would be made for his people unless he handed back the money. By March 1867, £1000 of the sum returned by Taratoa had been distributed among some 150 dissentients who had capitulated to the side of the sellers. Included within this number was Taratoa.<sup>91</sup>

Ngati Apa retained £10,000, £6000 being allocated to those residing at Rangitikei and the rest to the Turakina and Wangaehu peoples. Whanganui received £2000. In Featherston's opinion, this generosity reflected Ngati Apa's acknowledgment of the reciprocal obligations created by Whanganui support for their claim against Ngati Raukawa.<sup>92</sup> Ngati Upokoiri and Hawke's Bay people were allocated £1000. Ngati Kahungunu received £400, and Taranaki and Ngati Ruanui

---

91. Featherston to Richmond, 23 March 1867, MA series 13/70, pp 7–8, NA Wellington

*Wellington*

£200. Rangitane and Muaupoko were each given £700. Additional informal payments of some £500 and the promise of £300 from the back-rents failed to satisfy Rangitane, who had been expecting some £5000. Hoani Meihana, who had objected to Rangitane's payment being left in Ngati Apa's hands, received only £15 out of their allocation. It was through his wife, Te Kooro Te One's sister, that Meihana had the bulk of his payment, a further £200. Featherston believed that Kawana's refusal to allow Rangitane more of the payment was in retaliation for their earlier failure to pay Ngati Apa a significant portion of the Ahuaturanga moneys.<sup>93</sup>

While the purchase moneys were distributed, Featherston attempted to allocate the reserves. In February, a memorandum of agreement was signed by Hunia on behalf of Ngati Apa, accepting 1000 acres at Pakapakatea to be held in trust for the tribe, and 500 acres for his own family at Tawhirihoe. Ten acres, including the pa and urupa at Te Awahou 1510 acres, the exclusive right to the eel fisheries at Kaikokopu and Pukepuke, and an additional two acres for a landing site at Panapa's kainga, were also reserved.<sup>94</sup> This arrangement was changed later in the year when Hunia Te Hakeke was made sole owner of the Pakapakatea reserve in exchange for his surrender of the Tawhirihoe land. At Ngati Apa's request the tribal reserve, now comprising 500 acres, was set aside at Te Kawau.<sup>95</sup>

---

92. *Ibid*, p 15

93. 'Notes of a Meeting of the Rangitane Tribe at Puketotara, January 19, 1867, Further Papers in Reference to the Rangitikei Land Dispute: Notes of a Native Meeting at Parewanui, Rangitikei, December 1866', *Acts and Proceedings of the Provincial Council, Session XV, 1867, With the Printed Council Papers and Acts Appended*, Wellington, Wellington Provincial Council, 1867, p 14

94. 'Memorandum of Agreement with the Ngatiapa as to Reserves', 11 February 1867, MA series 13/7, NA Wellington

95. Featherston to Richmond, 27 July 1867, 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1867, A-19, p 7, no 4, encl 1

*Featherston's Purchases, 1860s*

Featherston also met with Rangitane. Angered by the small sum allotted to them by Ngati Apa, they looked to the commissioner to intervene on their behalf and demanded that he 'make good the loss' by agreeing to a 3000-acre reserve at Puketotara. Although acknowledging that the tribe had been poorly treated, Featherston argued that he had advised them against allowing Hunia to determine Rangitane's share, and that he could not be held responsible for the result. However, he 'was prepared, under the circumstances, to be liberal' in the matter of Puketotara, and set aside 1000 acres provided that the survey was conducted at Rangitane's expense.<sup>96</sup> Despite initial dissatisfaction, Peeti Te Aweawe agreed to accept this area in a memorandum dated 2 March 1867.<sup>97</sup>

The allocation of the Puketotara reserve was, however, unacceptable to the dissentients, and especially to the non-signatory Ngati Kauwhata who lived alongside Rangitane on the west bank. Led by Te Kooro Te One, they removed equipment during the day and returned it to the survey party in the evening, telling them to 'cease to persist in surveying our land'.<sup>98</sup> Stewart sought the assistance of Buller and 'got the lines of the reserve cut by a party of the Rangitane natives themselves'.<sup>99</sup> According to Te Kooro, Buller told a troubled Meihana that he would be justified in using force and that he would take no notice of slaves. Then, as Ngati Kauwhata continued to remove the survey marks, 'Mr Buller acted as a post so as no

---

96. 'Notes of a Meeting of the Rangitane Tribe at Puketotara, January 19 1867; Further Papers in Reference to the Rangitikei Land Dispute: Notes of a Native Meeting at Parewanui, Rangitikei, December 1866', *Acts and Proceedings of the Provincial Council, Session XV, 1867, With the Printed Council Papers and Acts Appended*, Wellington, Wellington Provincial Council, 1867, pp 13–14

97. 'Memorandum of Agreement with the Rangitane as to Reserves', 2 March 1867, MA series 13/70, NA Wellington

98. Te Kooro and others to Rolleston, 6 March 1867, MA 13/70, p 1, NA Wellington

99. Stewart to Featherston, 13 March 1867, MA 13/73B, NA Wellington

one might pull it down, then Mr Buller and his people (gave vent to their feelings) by chanting a very evil chant'.<sup>100</sup>

Although Buller succeeded in cutting the Puketotara line, other questions remained outstanding – £3000 in back rents had to be distributed, reserves allocated to Ngati Raukawa sellers, and provision made for the dissentients. Non-sellers continued to protest. On 29 June, 71 non-signatory members of Ngati Pikiahu, Ngatiwaewae, Ngati Maniapoto, and Ngatihinewai of Ngati Raukawa petitioned the actions of the Crown and its agents – the exclusion of their lands from the Native Land Court, the failure of Crown officials to respond to their earlier protests, and the claim by Featherston that he had purchased the whole of Ngati Raukawa when they had been received no payment. This was followed on 4 July by a petition by Parakaia.<sup>101</sup> In the face of the continuing delays and protests, Featherston informed the Government that he had given assurances to Ngati Raukawa:

I have however promised the chiefs that they shall not be required any of their permanent settlements, that their burial places shall be held sacred, and that ample reserves shall be set aside for all the resident hapus.

The non-sellers in that tribe having declined to accept a reserve to the extent of their claims as admitted by the sellers, I have signified my willingness to refer the question to two arbitrators, in order that the extent and position of their actual claims may be determined, and excluded from the purchase; and failing arbitration, I have stated my readiness to leave the settlement of this question to any two Judges of the Native Land Court who may be selected by the Government for that duty.<sup>102</sup>

---

100. Te Kooro and others to Rolleston, 6 March 1867, MA 13/70, pp 2–3, NA Wellington

101. AJHR, 1867, G-1, pp 11–12

102. Featherston to Richmond, 27 July 1867, 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1867, A-19, p 7, no 4

*Featherston's Purchases, 1860s*

Efforts to set up arbitration were not vigorously pursued and quickly fell through. Te Kooro and Wiriharai Te Angiangi, who claimed land at Awahuri, Oroua, agreed to the proposal, requesting that Mr Justice Johnston act on their behalf. Johnston refused, however, seeing the task as one likely to compromise the position of the chief judge of the Supreme Court. In the meantime, there was a flurry of accusations from Ngati Raukawa, supported by Hadfield, that Featherston and Buller had condoned threats by Kawana Hunia to send a party of 500 armed men to survey the inland section of the exterior boundary.<sup>103</sup> A further petition was sent by Matene Te Whiwhi and other Otaki people in September, requesting an examination by the Native Land Court of their claims, including those to the Manawatu lands. They pointed to their compliance with the Government's earlier request that:

one year should be allowed to elapse whilst Dr Featherston was carrying on his negotiations; after which the assembly would empower the Native Lands act to operate in the claims to the land excluded.<sup>104</sup>

On the same day, Rolleston informed Hadfield that while the Government regretted Featherston's apparent use of threat, it was taking steps to bring the claims of the dissentients before the Native Land Court and thus saw no useful purpose in discussing the matter any further.<sup>105</sup>

---

103. 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1867, A-19, pp 12–17

104. Petition of Te Whiwhi and Other Natives at Otaki, September 9, 1867, AJHR, 1867, G-1, pp 11–12

105. Rolleston to Hadfield, 9 September 1867, 'Return of Correspondence Relative to the Manawatu Block', AJHR, 1866, A-19, p 16