

CHAPTER 2

GREY'S LAND PURCHASE POLICIES

In the eight years of his first New Zealand governorship, Grey bought nearly 30 million acres of Maori land in the South Island and about three million acres in the North Island. The southern purchases cost roughly £13,000; those in the north, though only a tenth the area, cost nearly three times as much (£36,500).¹

At the end of 1846 the expected extensive Crown demesne had not materialised. Neither through the use of nor the waiving of pre-emption had land sales created the hoped-for land purchase fund. Neither had successive secretaries of state managed to persuade a New Zealand Governor to claim wastelands on behalf of the Crown – but for pragmatic rather than moral reasons. But Grey, better supplied with money and troops than earlier governors, set about a massive land purchase programme between 1847 and 1853. Early in his governorship, in a deliberate policy to denigrate missionaries, neutralise a powerful opposition, and concentrate land policy in his hands alone, Grey first reduced and then disestablished the Aborigines Protectorate Department established by Hobson in accordance with Normanby's instructions.² The protectors' role was always ambivalent, as they were both protectors and purchasers of Maori land. Grey replaced the protectorate with a Native Secretary, who was little more than the Governor's clerk and whose role was largely to advance land settlement.³

2.1 South Island

Grey began by accommodating the New Zealand Company, which had already put settlers in possession of the land, by 'inducing' Ngati Toa to alienate a block of about 25,000 acres at Porirua. He paid £2000 for the land, in three payments over a three-year period.⁴ Ngati Toa had agreed to sell after being promised 'an extensive reserve . . . in one continuous block'. Grey also extinguished Ngati Toa's claim to the Wairau Valley – about 240,000 acres of first class pastoral land, and

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1. James Rutherford, *Sir George Grey KCB, 1812–1898: A Study in Colonial Government*, London, 1961, p 163
 2. See, for example, Michael Belgrave, 'The Recognition of Aboriginal Tenure in New Zealand, 1840–1860', paper presented to AHA conference, Washington DC, 28 December 1992, pp 16–17
 3. Alan Ward, *A Show of Justice: Racial 'Amalgamation' in Nineteenth Century New Zealand*, Auckland, 1973, pp 73–74; Keith Sinclair, *The Origins of the Maori Wars*, Auckland [1957], 1980, pp 28–33, 35
 4. Grey to Earl Grey, 26 March 1847, BPP, vol 6, pp 7–8; Rutherford, p 165

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80,000 acres of the best agricultural land – and to a block of good grazing land extending a further hundred miles south.⁵ The setting of that boundary so far south, and allowing Europeans to settle the block without ascertaining Ngai Tahu rights to the area, was a major cause of contention from then on. Ngai Tahu believed the block was to be included in the Kemp purchase, and that they would be able to retain reserves there. When they found their title to the block had been denied, they began an eight-year agitation for redress. The Crown paid them a paltry £500 for a million-acre block on this Wairau purchase–Kemp purchase boundary, but granted them no reserves. There was no ‘spare land’; the whole block was already occupied by European settlers.⁶ Ngati Toa took more persuading to sell the Wairau, but they were granted their requested reserves and promised £3000, to be paid in five annual instalments. Grey was pleased with his purchases and especially his manner of payment: the drip-feeding of funds to ‘a powerful and . . . very treacherous and dangerous tribe’ would, he felt, give the Crown the upper hand in its dealings with them.⁷ It must be remembered that the sale of the Wairau came only after extensive military operations against Ngati Toa in the Hutt and Porirua areas, and after Grey had cunningly captured Te Rauparaha and exiled him without trial to Auckland, and forced Te Rangihaeata into the Foxton swamps.⁸

Grey was unconcerned about the true ownership of the Wairau block. In both Porirua and Wairau, he simply accepted Spain's ruling that the blocks were ‘the real and bona fide possession of the Ngatitua tribe’.⁹ He took no account of other possible claimants, and although he noted the doubtful ‘sincerity and fair dealing’ of Ngati Toa in the question of land sale, he excused any lack of action on his part by saying he could not either ‘legally or with propriety’ question Spain's ruling.¹⁰ There is a suggestion that Grey bargained Te Rauparaha's liberty for the land – although it took almost a year after the sale for him to liberate Te Rauparaha. It certainly looks like an act in retaliation for the Wairau affray of 1843, and the resistance put up in the Hutt and on the Kapiti Coast in 1846.¹¹

Grey's Ngai Tahu purchases have been examined in great depth by the Tribunal, and the Crown has been found to be in breach of the Treaty in numerous instances.¹² The Otakou block had already been purchased in 1844 under a pre-emption order in favour of the New Zealand Company. The block was estimated at the time to be 400,000 acres, but later shown to be 534,000 acres, and £2400 was paid for it. Between 1848 and 1864 the Crown purchased another 34 million acres of Ngai Tahu territory, and left only 37,492 acres in Maori hands.¹³ By far the largest and

5. BPP, vol 6, p 8

6. Waitangi Tribunal, *The Ngai Tahu Report 1991*, 3 vols, Wellington, Brooker and Friend Ltd, 1991, vol 1, p 109

7. BPP, vol 6, p 8

8. Ian Wards, *The Shadow of the Land: A Study of British Policy and Racial Conflict in New Zealand, 1832–1852*, Wellington, 1968, pp 277–280, 287

9. BPP, vol 6, p 7

10. Ibid, pp 14–16

11. Rutherford, pp 165–166

12. Waitangi Tribunal, *The Ngai Tahu Report 1991*

13. Waitangi Tribunal, *The Ngai Tahu Report 1991*, vol 3, p 821

one of the most controversial purchases was that carried out by H T Kemp in June 1848. Kemp, son of a missionary and a fluent native speaker, was a former sub-protector who had become Native Secretary of New Munster after the break-up of the protectorate. The purchase of 20 million acres, almost one-third of the country, was conducted carelessly, especially with regard to boundaries and the size and location of reserves, yet Governor Grey and Lieutenant-Governor Eyre both approved the meagre 6359 acres of reserves allotted to Ngai Tahu owners from this block. It does seem, though, that most of the leading chiefs of the hapu whose lands were purchased, either signed the deed themselves or gave their consent to it.¹⁴ The Kemp purchase was followed by the 'high-handed' Banks Peninsula purchase, and by the purchase of seven million acres in Murihiku for £2600. The Crown treated the token payments made for the land in the three blocks not as purchase money at all, but further compensation for land already included in the Kemp purchase.¹⁵ Again, boundaries and reserves were a problem. Walter Mantell, with a view characteristic of the time, decided that 10 acres per head was as much land as need be reserved for Maori, as that would prevent them being landed proprietors and continuing 'to live in their old barbarism on the rents of an uselessly extensive domain'.¹⁶ Again, some care was taken over who signed the purchase deed – but that was all but immaterial if the deed did not reflect either the vendors' beliefs about or their understanding of the sale, or if the agreements in the deed were not later put into place.

The Arahura purchase of seven million acres was the last major purchase in the South Island, but it did not come until May 1860, between Grey's first and second governorships. Meanwhile, in a move designed to extinguish all other claims to parts of the South Island between 1853 and 1858, the Crown had purchased all the remaining rights of the South Island branches of several North Island tribes – some of them to parts of the west coast. As the Tribunal noted, Ngai Tahu were treated as the 'last and least important' of several tribes with claims to the coast. The Crown did not attempt to determine ownership – it simply paid off the claimants with sums vastly greater than those paid to Ngai Tahu, and apparently in relation to the 'relative size and power of each tribe'.¹⁷ Crown purchase and payment for land in this period had nothing to do with recognition of customary tenure and everything to do with expediency.

The arrangement forced on Ngai Tahu over the northern boundary of the Kemp purchase – set at Kaiapoi Pa, the southern boundary of the Wairau purchase – was illustrative of the Government's attitude to, or inattention to, tribal rights. When the Wairau purchase was arranged, Ngati Toa were not in a position to refuse to sell, so it was certainly in their interests to sell as large a block as possible, including land which was the property of Ngai Tahu. The Government was bent on acquiring the land and settling Europeans on it, and at the same time gaining control over the

14. Waitangi Tribunal, *The Ngai Tahu Report 1991*, vol 1, pp 51, 58, 75

15. *Ibid*, pp 84–85, 89–90

16. *Ibid*, p 101

17. *Ibid*, pp 124–125

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troublesome Ngati Toa. They had no need to concern themselves over the small and scattered Ngai Tahu population and, despite the Treaty, saw no reason to do so. Their title could be extinguished carelessly and for minimal payment, and the boundaries could be set where it pleased the Crown to set them. There was little Ngai Tahu could do about it, and the Crown was obviously banking on this fact. This pattern of accommodating 'troublesome' tribes or chiefs, or both, and riding roughshod over weaker or more compliant ones, was repeated in later years in other parts of the country.

2.2 Taranaki

While the South Island sales were taking place, Grey and his offsider McLean were also busy in the southern part of the North Island, where company settlers were clamouring for land and sheep men were fanning out onto tribal land and negotiating illegal leases. More care had to be expended on land purchase in the North Island, where Maori were stronger and far more numerous. With the immediate need for land for settlement satisfied through the huge Otakou and Kemp purchases, Grey could afford to take his time. New Plymouth settlers, constrained by FitzRoy's overturning of Spain's award¹⁸ and confined to a 3000-acre block immediately around the Taranaki settlement, had to be satisfied first. Stanley had instructed Grey to give the New Zealand Company's agent 'every assistance' to secure more land in Taranaki for the company, and secretly provided him with £10,000 for the purchase of Maori lands in the various districts claimed by the company.¹⁹

Gladstone, briefly heading the Colonial Office in 1846, and well-disposed towards the New Zealand Company, hoped Grey would be able to reverse FitzRoy's decision and give full effect to Spain's award 'unless, indeed, which I can hardly think probable, you may have seen reason to believe that the reversal of the Commissioner's judgement was a wise and just measure'.²⁰ So when Grey went to Taranaki in 1847, he meant to impress the Colonial Office by taking a firm line with local Maori who, he thought, regarded the Europeans 'as in every respect in their power, and as persons who must submit to their caprice'.²¹ Donald McLean, who had been a sub-protector in the department, was appointed by Grey inspector of police in Taranaki in April 1846, and from March 1847 he was 'entrusted' with the conduct of land purchase. But he was not given a free hand; 'in all matters of importance' he was to consult with Captain King, the resident magistrate, about what steps he proposed to take. McLean's formal appointment as land purchase commissioner was not gazetted until 6 April 1850.²²

18. AJHR, 1861, c-1, pp 175–176

19. Stanley to Grey, 6 July 1845, BPP, vol 5 (cited in Ann Parsonson, 'Nga Whenua Tautohetohe o Taranaki: Land and Confiscation in Taranaki, 1839–59', revised report no 1 to Waitangi Tribunal, claim Wai 143 record of documents, doc a1, November 1991, p 67)

20. Gladstone to Grey, 2 July 1846, AJHR, 1861, c-1, p 181

21. Grey to Earl Grey, 2 March 1847, AJHR, 1861, c-1, p 181

Ann Parsonson dealt at length with the Crown's land purchases in Taranaki in her 1991 report for the Tribunal.²³ Briefly, some hapu to the south of New Plymouth could be persuaded to sell; those to the north could not. Grey tried to ride roughshod over their opposition, telling those Te Ati Awa who had returned from Waikanae that he would mark off ample reserves for their present and future needs, and that the rest of the district would be 'resumed for the Crown', and for settlement by Europeans. Native titles to the land would be determined by a specially appointed court, and those with valid claims would receive what Grey considered 'appropriate' compensation.²⁴ Grey proceeded to instruct McLean to mark out the reserves, telling him that:

Those Natives who refuse to assent to this arrangement must distinctly understand that the Government do not admit that they are the owners of the land they have recently thought proper to occupy.

In very telling words Grey revealed what was dictating his policy, and driving the company and the settlers in Taranaki:

I have never in any part of the world seen such extensive tracts of fertile and unoccupied land as at Taranaki. I have, therefore, but little doubt that so large a tract of country will ultimately be purchased by the Government in that District for a comparatively small sum, and that the lands required by the New Zealand Company will bear but a very small proportion to the whole district acquired by Government.²⁵

Clearly Grey considered that the native title to north Taranaki (from about the Hangataua River to the Mohakatino and inland in a line drawn to and from the summit of Mount Taranaki) had been extinguished when 80 or so men and women, 'the small remnant of the Nga-te-awa tribe at Nga-Motu', signed a deed with New Zealand Company agents on 15 February 1840 – when the Treaty was already in place.²⁶ But Grey was in no position to enforce his will in Taranaki, and when Te Ati Awa stood firm, he was obliged to face the fact that he would have to gain the land by purchase, not by threats and bluster. McLean then patiently carried on negotiations until he secured three blocks in quick succession between May and October 1847: the Tataraimaka block of 3560 acres for £150; the 12,000-acre Omata block for £424; and the Grey (Mangorei) block of 9770 acres for £390.²⁷

Again, the payments were made in annual instalments. McLean justified this drip-feeding of the purchase money, sometimes over a period of years, by saying the first instalment, the largest, went to 'the general and more remote claimants', while the 'real owners of the soil' waited for subsequent instalments. Before the last instalment was paid an announcement would appear in the *Kahiti* stating the

22. Parsonson, p 175

23. Parsonson

24. Grey to Earl Grey, 2 March 1847, AJHR, 1861, c-1, p 183

25. Grey to McLean, 5 March 1847, AJHR, 1861, c-1, p 184

26. Ibid

27. See Parsonson, pp 19–21, 72

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amount due, and the date on which final payment would be made 'as a means of bringing forward and securing, to a certain extent, if not entirely, the acquiescence in the sale of dissenting or outstanding claimants'.²⁸ In the case of the Tataraimaka block McLean promised a further payment a year or two later, over and above the purchase price, if the vendors would agree to abandon their claims to an adjacent block by then.²⁹ C O Davis reported that the natives had 'a decided antipathy' to instalments; that they preferred 'a small sum in hand to a large amount in anticipation'.³⁰ Obviously this manipulation of the purchase money was a means of both coercion and control, although the district commissioner, reporting on the Wairarapa lands in 1860, was pleased to describe it as 'a system well adapted to enable the Maories to establish themselves comfortably and lay the foundation of future wealth and prosperity'. That the system had had 'a directly opposite effect to what was intended' was the fault of the vendors entirely.³¹

Grey had determined to get for the settlers at least the 60,000 acres awarded by Spain, if not considerably more, and he was not satisfied with these 25,000 acres. In February 1848, he returned to New Plymouth and deputed F D Bell, agent for the New Zealand Company (and a cousin of the Wakefields), to negotiate further purchases to the north of the company's settlement – land the company and its settlers had coveted from the start. Bell's 'negotiating' complicated an already tense situation. McLean had taken care in his land buying in Taranaki to call hui where the sale could be discussed openly and all the recognised owners could publicly agree to the sale. Only then would the land be surveyed, and if there was no opposition to the survey it would be clear that the sale was not disputed – that the sellers had the right to sell. Land to be retained by the Maori vendors would not be 'excepted' from sale; reserves would be set aside from within the block sold, so that land 'returned' to Maori would have had the native title extinguished.³² This was standard Government policy; native title was to be extinguished and Maori were to hold land under Crown grants – and it seems the less they held the better. Maori who complained about niggardly grants were deemed greedy extravagant trouble-makers.³³

When it came to the purchase of the 1500-acre Bell block it was not possible to get a unanimous agreement to the sale, but Bell, determined to get the land, proceeded to have the boundary lines cut. This brought out the opponents to the sale, and every inch of the lines were fought over.³⁴ The worst possible agent, a company official, had been entrusted with buying disputed land. He had been instructed not to attempt to finalise the purchase; that was to be left to Captain King, in consultation with McLean, who was to ascertain that the sellers were the

28. BPP, vol 11, pp 542, 545

29. Parsonson, p 73

30. BPP, vol 11, p 497

31. W N Searancke to McLean, July 1860, AJHR, 1860, c-3, p 3

32. P G McHugh, 'The Legal Basis for Maori Claims Against the Crown', *Victoria University of Wellington Law Review*, no 18, 1988, p 5

33. See Parsonson, p 77

34. *Ibid*, p 80

'true owners'. McLean knew full well the danger of trying to conclude a disputed sale, yet he pressed ahead and presided over the signing of a deed on 29 November 1848. But because only a majority, not all, of the claimants had signed the deed and received payment, McLean knew the sale could not be finalised until the dissenters could be persuaded to agree to it. That took until 1852, and until then the land could not be made available to company settlers.³⁵

Unfortunately the lesson that a disputed sale was no sale was not learned. Taranaki settlers were determined to have the Waitara, and indeed all the land between the town (FitzRoy) block and the Waitara. In response to settler agitation Grey returned to New Plymouth in January 1850 for his third and last visit. He had failed to prevent Wiremu Kingi Te Rangitake and a party of over 500 of his people returning from Waikanae, and he had failed to 'induce' them to relinquish their 'pretensions' to lands south of the Waitara River. He had been determined to force them to settle on the north bank, out of the way of European settlers but in a position where they could act as a deterrent against a possible attack on New Plymouth by 'ill-disposed tribes' – although Grey knew every inch of the north bank of the Waitara was claimed by other Maori.³⁶

Kingi and his people had been deeply disturbed by the Governor's proposals and intentions, but not intimidated. They returned to their Waitara home in November 1848, just days before the sale of the Bell block, and settled in three pa on the south bank of the river. They, not the Government, would decide where they belonged. Settlers complained to the company and to the Governor about the presence of these returnees, about the fact that they would not sell land, and that they were determined to farm their own lands using stock and implements bought with money earned by working for settlers – at 'very favourable' rates, considerably below those charged by European labourers.³⁷

The Governor's visit served only to unsettle Te Ati Awa even further. Grey was physically challenged when he tried to visit Pukerangiora – and the settlers were outraged that he neither attempted to punish those who had threatened him, nor accepted offers of land made by a few 'dissidents' against the overwhelming opposition of the majority of right-holders.³⁸ As Grey's term of office came to an end then, Taranaki was in a tense and unsettled state. After he left at the end of 1853 McLean controlled land purchasing, and the continual pressure on owners to sell divided the non-sellers from the sellers. With government in settler hands, the situation deteriorated further, until the disputed Waitara purchase of 1859 ended in war which flickered and flamed across half the North Island for a decade.

35. Ibid, pp 78–84

36. Ibid, pp 86, 89

37. Ibid, pp 94–95

38. Ibid, pp 96–98

2.3 Rangitikei

Land purchase in other areas was sometimes as contentious, but not as violent as in Taranaki, but Grey and McLean were able to purchase several large blocks with little more than an initial formal protest from peripheral claimants. In January 1849, the huge Rangitikei block of a quarter of a million acres fell to McLean's patient diplomacy. When he had broached the subject of purchase two years earlier, Ngati Apa agreed to sell but Te Rangihaeata, at that time still defying the Government, objected: Te Rauparaha had 'conquered' that land back in the 1820s.³⁹ But by 1849 Te Rauparaha was nearing the end of his life and Te Rangihaeata had made his peace with the Government, so both could be ignored. Ngati Apa were free to sell; there was no one with the mana to gainsay them. But neither was there anyone who could stand up for their rights and force McLean to accept the reality of the complex local relationships. He reported 'the Natives . . . squabbling about the subdivisions of their Hapus which they have written down', with people recorded as belonging to more than one hapu merely, in his view, so they might qualify for more compensation. He took it upon himself to record hapu 'correctly' so he could simplify the purchase process and buy on a 'tribal' basis, ignoring the claims of individual hapu.⁴⁰

McLean paid a mere £2500 for those broad and fertile acres, some of the richest farmland in the country. The sellers received £1000 at the time of the sale, and were to receive another three annual instalments of £500 from William Fox, principal agent of the New Zealand Company after William Wakefield's death in 1848. Fox defaulted on each succeeding payment, and the Crown had to find the money lest the vendors create a 'disturbance'.⁴¹ McLean reported the payment of the last instalment in June 1852, saying he had now 'had an opportunity of satisfying the claims of such natives as had not previously received payment' – one of them 'a most troublesome claimant'.⁴² He had also paid 'the Turakina natives' £12 for a 'portion' of land they had wanted reserved, but which he had 'induced' them to relinquish because it was on the European side of a stream; he had reserved 100 acres to a Ngatiraukawa chief, who had a claim 'in right of his wife', and a Taupo chief, a 'most exemplary and deserving' assessor and mission teacher, in order:

to secure their residence as friendly chiefs in the vicinity of the English settlers, and to ensure their co-operation in preventing aggression by the Taupo or any other tribes passing to and from the interior

39. Rutherford, p 181

40. 2–5 April 1849, McLean diaries (cited in Angela Ballara and Gary Scott, 'Crown Purchases of Maori Land in Early Provincial Hawke's Bay', report on behalf of claimants to Waitangi Tribunal, claim Wai 201 record of documents, doc i1, 1994, p 71)

41. Grey dispatches, 13 June, 15 August, 26 September 1850, BPP, vol 7, pp 17, 28–29, 46; Rutherford, pp 181–182

42. McLean to Civil Secretary, 25 June 1852, BPP, vol 9, p 113

and 50 acres for 'an intelligent native, who surrendered the most of his claims for a small consideration, conditionally that he would have a piece of land near the Europeans'. All these deserving allies of the Crown had been rewarded with flood-prone land, of no use to Europeans, and 'only or at least better adapted for native cultivations'.⁴³

McLean defended the purchase by saying that since having sold their district the 'Rangitikei tribe' had made noticeable progress 'in civilization and wealth': they were now more hospitable and friendly than any other tribe on the coast; and this was all very beneficial to the European inhabitants of Wellington.⁴⁴ But the Rangitikei lands, bought to satisfy the land hunger of company settlers, went instead to satisfy the vanity and greed of its officials. The Fox homestead, Westoe, was built on a river terrace overlooking the Rangitikei River flats. Fox had received 3658 choice acres for his pains.⁴⁵

2.4 Wairarapa and Hawke's Bay

The New Zealand Company had long been interested in the Wairarapa, and in 1843 proposed it as a suitable site for the Anglican settlement then under discussion in London.⁴⁶ In 1848, with the 'Canterbury settlement' fast becoming a reality, F D Bell and H T Kemp were sent to try and buy the area. The Crown also enlisted the aid of William Colenso, of the Church Missionary Society, who was requested to point out:

to the Natives the benefits they will receive from the Creation of a body of Church of England Ministers in their vicinity; from the establishment of superior schools; and from the neighbourhood of a numerous European population.⁴⁷

Maori were said to be prepared to sell, but when news arrived that the Wairarapa might not be chosen for the site of the new settlement, their asking price became 'exorbitant': they refused £4000 for a million-acre block and demanded £16,000 instead.⁴⁸ When the Canterbury Association insisted that their colony must have a good port, negotiations to buy the Wairarapa were 'suspended for the time being'.⁴⁹

However, by this time Maori had found a lucrative source of income from leasing grazing land to settlers who had pushed beyond the confines of Wellington. The first sheep stations were established in the lower Wairarapa in 1844 – in contravention of the Land Claims Ordinance 1841, which prohibited leasing. By

43. Ibid, pp 113–114

44. Ibid, p 114

45. Rutherford, p 192

46. Patricia Burns, *Fatal Success: A History of the New Zealand Company*, Auckland, 1989, p 219

47. Domett to Colenso, 7 November 1848 (cited in S L McHugh, 'The Issue of the Hawke's Bay Purchase Instructions, June 1848–October 1850', evidence for Waitangi Tribunal, claim Wai 119 and 210 record of documents, doc c2, pp 6–10)

48. Ibid, pp 11–16

49. Ibid, p 15

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1848, they had spread as far as central Hawke's Bay.⁵⁰ Grey's Land Purchase Ordinance 1846 repeated the prohibition against leasing without the sanction of the Crown, but provided for Government licences for those already in possession and for prospective lessees, in situations where the Crown could make 'equitable arrangements . . . with the true native owners'. He envisaged ascertaining and registering Maori claims to such lands. This, of course, would give him control over both lessees and lessors – and facilitate purchase.⁵¹ In practice however, Grey simply ignored the illegal leases – as long as it suited him. He was not concerned over the company's worries about the leases; if they wanted to bring prosecutions, it was up to them. Wool was by then Wellington's main export and he did not want to upset the economy or inflict 'serious injury' on the European settlers. But neither did he want to see Maori become rent collectors, and encourage their 'idle extravagant habits'.⁵²

Once the New Zealand Company had surrendered its charter in July 1850, Grey moved to regularise squatter leases through the Crown Lands Amendment and Extension Ordinance 1851, under which runholders could take 14-year leases and purchase 80 acres of homestead land freehold. No longer would Maori be in a position to negotiate leases which gave them a good income but gave the squatters no security. Their only option now was sale to the Crown. Hawke's Bay Maori had already expressed a willingness to sell, and in 1849 first Te Hapuku, a central Hawke's Bay chief, then Tareha, Karaitiana, Takamoana, and other Ahuriri chiefs, the 'principal talking men' on behalf of all the people, offered land for sale.⁵³ The Government was interested; they hoped the sale of Hawke's Bay would put an end to the objectionable practice of squatting and lead to the sale of the Wairarapa.

It was December 1850 before McLean was sent to prospect the possibilities of land purchase in Manawatu and Wairarapa. He found Te Hapuku willing to sell land in both Hawke's Bay and Wairarapa. His right to sell was challenged, for although McLean chose to act as though Te Hapuku of Ngati Te Whatuiapiti was the principal chief of the region, there was no paramount chief of Ngati Kahungunu, and at least three other chiefs, also of major hapu in central Hawke's Bay – Tareha, Te Moananui, and Puhara – held equal rank with him. They were not necessarily against land sale, but they wanted to be able to control it. Te Hapuku, however, would sell on a grand scale, and that was enough to boost his status in the eyes of the Crown. In addition he had signed both the Declaration of Independence (on a trip to the north in 1839) and the Treaty of Waitangi, when Captain Bunbury searched him out at Ahuriri.⁵⁴ When McLean arrived in the area there was already a good deal of inter-hapu tension over land sales. Just two months earlier Te Hapuku and Te Moananui had renewed an old quarrel, and when Te Hapuku set up

50. Rutherford, pp 182–183

51. Parsonson, pp 188–190

52. McLean to Colonial Secretary, 6 February 1854, AJHR, 1861, c-1, p 264

53. S L McHugh, pp 17–18

54. Merran Lambeth, 'The Motivations Behind the Alienation of Maori Land in Hawke's Bay, 1850–1862', 300-level special topic, History Department, Massey University, 1993, pp 7–8. Only two other Hawke's Bay Maori signed the Treaty.

rahui posts Te Moananui determined to go inland and burn them. As McLean approached the area, Te Hapuku called a great hui at Waipukurau to meet him, but other chiefs were reluctant to take part and be 'insulted to death by Te Hapuku'.⁵⁵ McLean was impervious to inter-hapu tensions, and the fact that his presence and his activities exacerbated them. There would be little trouble, he thought, in acquiring the area 'as the natives in possession are the original and undisputed claimants of these districts'.⁵⁶ McLean travelled with a retinue of 'friendly' chiefs whom he lectured to fortify them 'against all arguments the natives could adduce', and he was pleased to note they used his advice 'admirably and conclusively' in favour of sale and against leasing of land.

McLean had soon added Te Hapuku to his team, and noted in his diary that 'Hapuku is acting precisely as I have directed him . . . he goes about negotiating and arranging with his tribe for the sale of more land'.⁵⁷ Fenton later told McLean he could 'see the strongest motives of policy, justice, and gratitude, why such men as Te Hapuku should be carefully provided for and their position secured'.⁵⁸

McLean began his Hawke's Bay land-purchasing at Waipukurau, by buying 'Hapuku's block' of some 279,000 acres, but it was another four months before he got around to offering £3000 for the block for which they were asking £20,000. They wrote to Grey complaining of McLean's niggardliness, and saying they would now take £4800.⁵⁹ Grey was only too happy to oblige; by humouring Te Hapuku, he hoped to pave the way to purchasing the whole area. The first payment of £1800 was made in October 1851 and was divided among the constituent hapu, with payments also made to some Wairarapa people and Ngati Te Upokoiri (from inland central Hawke's Bay), who had claims to the land.⁶⁰

Later in December, McLean arranged the purchase of the Ahuriri block surrounding the Ahuriri Harbour. The Government was most anxious to have access to the only port on that coast. Colenso advised the owners to have a clause inserted in the deed to ensure access for them to the port, but McLean thought such a precaution unnecessary.⁶¹ He also thought it unnecessary to accede to demands for adequate reserves for the 500 or so people who gathered to discuss the sale. Their demands were:

on the increase. I will give them their tether to see how far they will go then I shall bring them to reason afterwards and hold them exactly to what they agreed at the public meeting.⁶²

The Ahuriri deed was not signed until November 1851, when 300 Maori put their signatures to it after weeping over the land and bidding it farewell.⁶³

55. Colenso journals (cited in Ballara and Scott, pp 54–56)

56. McLean diaries (cited in Ballara and Scott, p 58)

57. *Ibid*, p 61

58. *Ibid*, p 67

59. Fenton to McLean, 28 August 1871, AJLC, 1871, p 10

60. Lambeth, p 17

61. *Ibid*, p 18

62. McLean diaries (cited in Ballara and Scott, p 64)

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By the end of 1851 McLean was able to report that, in addition to Te Hapuku's block, he had purchased the Ahuriri block of 265,000 acres for £1500 and the Mohaka block of 85,700 acres for £800, and had paid the first instalment of £3000 to the various claimants. Te Hapuku was so pleased with his payment that he was happy to sell 'another beautiful block' of about 20 miles by two miles on the Ruataniwha Plain, and McLean thought he had ensured Te Hapuku's cooperation in the purchase of 'upwards of 3,000,000 acres' from Hawke's Bay to Wairarapa, of which he was 'allowed' – by McLean at least – 'to be the most influential and powerful chief'.⁶⁴

Other chiefs were less happy with arrangements made for them. The Ahuriri chiefs, among them Tareha, had demanded 'valuable' reserves around the harbour – land they were most reluctant to sell lest they lose their fishing rights in the area. McLean would not reserve the land for them, but simply assured them they could always freely exercise their rights there – 'in common with the Europeans'. The only reserve he was prepared to make was a pa occupied by Tareha, and the adjacent ancestral burial ground, which Tareha would be allowed to retain 'until such time as the Government may hereafter require the spot for public improvements'.⁶⁵ By now nothing was sacrosanct, not even pa in 'actual occupation', or urupa – but to win Tareha's compliance he was offered the choice of any town section on the north side of the harbour. He accepted; no one else was offered anything, except 'every facility . . . of re-purchasing land from the Government'.⁶⁶

Grey had instituted a scheme at the time of his original purchases by which Maori could repurchase land (now Crown land) at the upset price of 10 shillings an acre before it was sold at auction.⁶⁷ McLean used the system in Taranaki in March 1854 when he bought the Hua block 'estimated to comprise from twelve to fourteen thousand acres of fine open agricultural country'. He had to pay £3000 to induce the reluctant owners to sell, but he felt justified in paying so much because he had managed to persuade them to forgo extensive reserves 'which would monopolize the best of the land', in return for the pre-emptive right to repurchase £1000 worth of land at 10 shillings an acre, out of the block.⁶⁸ This was hardly a viable option when the Government bought the land at the cheapest possible price. In the case of the Arahura purchase from Ngai Tahu, the repurchase price would have amounted to 12,000 times the price the Crown had paid for the land.⁶⁹ In any case, the provincial authorities objected to the Crown's generosity towards its Maori subjects and once the Crown lands were transferred to the provinces, Maori were denied this option.⁷⁰

63. Lambeth, p 19

64. McLean to Colonial Secretary, 29 December 1851, BPP, vol 8, p 63

65. Ibid

66. Ibid, p 64

67. Ward, p 113

68. McLean to Colonial Secretary, 7 March 1854, AJHR, 1861, c-1, p 198

69. Waitangi Tribunal, *The Ngai Tahu Report 1991*, p 124

70. Ward, p 113

With the purchase of Hawke's Bay complete, Grey needed to add the Wairarapa to his bag to bring the whole coast from Wellington to Napier into Crown hands. In 1853, as a prelude to his departure from the colony he set out to purchase it. Rutherford, quoting J D Ormond, painted a revealing picture of the Governor, who:

made an impressive personal visitation, landing with his suite at Palliser Bay and staging a semi-royal progress up the Wairarapa Valley, accompanied by a multitude of excited Maori and two well-guarded pack-horses carrying the money bags. All the way up to Napier he addressed native gatherings, received memorials, and talked to them of the benefits of selling their land so that the Government could settle Europeans amongst them. Nearly every night blocks of land were offered, and small advances made on them.⁷¹

This was vintage Grey, talking Maori out of their land, in their own best interests – and showing them the colour of his money while he did it. McLean always tried to carry enough money to be able to purchase 'whatever blocks of land. . . . Chiefs were disposed to sell'.⁷² He told Grey that in negotiating with Maori for land he could make 'a much greater impression' if he could actually show them the money: 'the knowledge of its being at hand when discussing a sale has sometimes a talismanic effect on their movements'.⁷³

So in Grey's wake came McLean to finalise the purchases – beginning in the lower Wairarapa with the purchase of an area which included 'the Home stations and runs of several of the settlers'. The principal claimant in the area was an 'intelligent young Chief', Raniera; who was 'induced to relinquish his claims' on the promise of a Crown grant for a block of about 1400 acres. McLean admitted that this was a generous reserve, but not more than Raniera deserved since he had given up his right to the ferry, which brought him in £12 per year, plus 80 acres for a ferry station; and Raniera was already stocking his land, and obviously intended to farm it. McLean thought it 'desirable to secure such possessions to principal Chiefs under Titles from the Crown'. He gave no indication of how he judged Raniera's standing – apart from his readiness to sell land. Another whom he thought deserving of a reserve in the newly purchased block was Rihara, 'the principal Church of England Missionary in the valley' – who was all but landless, since he had no claim whatever to any land in the district.⁷⁴

McLean preferred to deal with large blocks – the 'whole of the tribal claim' – to prevent disputes between individuals and factions and 'secure a clear title'.⁷⁵ But in this case he was obliged to buy small blocks, and pay more for them (£100 for 800 acres in one case) in order to 'secure the settlers in their homesteads'. He explained that they were still really getting the land 'at a wonderfully cheap rate' considering the natives were 'generally so apt to take advantage of improvements to increase their demands, and they are sufficiently intelligent to know that . . .

71. Rutherford, p 185

72. McLean to Colonial Secretary, 6 February 1854, AJHR, 1861, c-1, p 264

73. Quoted in Sinclair, p 54

74. McLean to Civil Secretary (New Munster), 7 September 1853, AJHR, 1861, c-1, p 261

75. BPP, vol 11, p 542

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settlers on Native land, are quite in their power'.⁷⁶ This was nonsense. McLean, by bribes, threats, and blandishments, continually got his own way in land deals. When it came to major deals, if Maori managed to talk up either the purchase price or the extent of reserves, McLean would threaten them with the Governor's displeasure – until they threw in another block to demonstrate their goodwill. Between 22 June 1853 and 11 January 1854, McLean made 39 purchases in the Wairarapa, totalling almost two million acres, for less than £18,000.⁷⁷ The speed of purchase precluded all but a cursory inquiry into title.

In the Wairarapa, as elsewhere, the purchase money was drip-fed to the vendors over a period of two, three, and even five years. In addition, they were promised that 5 percent of the net proceeds of future sales by Government of some of the blocks purchased would be set aside for 'certain Native institutions', especially schools, hostels, and hospitals, and also annuities to chiefs. This was in part to compensate for the loss of the considerable rentals (£1200 a year) they had received from the leases taken out years before with settlers; and of course such 'consideration' was necessary to induce them to part with the land. The leases were illegal under the existing law, but the authorities had always turned a blind eye to them, and were anxious now to 'put settlement on a more regular basis'.⁷⁸

While the idea of these 'five percents' may have been an excellent principle in theory, in practice it left much to be desired. The beneficiaries waited years for payment; in August 1867 they petitioned the General Assembly, saying it was 'several' years since they had sold their land to the Queen, but the Government had not paid them 'the per cents as agreed upon'.⁷⁹ In 1873, they were complaining of the meagre sum they received, and of course their dissatisfaction was put down to the 'pernicious influence' of 'certain Europeans'. The Maori committee organised to inquire into the payments were labelled 'members of the old Hau-Hau party', while its spokesman was dismissed as an associate of the Repudiation movement's Henare Matua.⁸⁰ The Commission of Inquiry into Native Land Laws 1891 reported that Wairarapa Maori were still complaining about the contracts they had made with the Government being 'broken in many ways – reserves not made, money not paid, and other breaches of faith which call for reparation'.⁸¹

Grey and his offsider McLean may have succeeded in extinguishing native title over most of the South Island and a large area of the lower North Island, but the policy of buying as much land as possible for as little as possible and with minimal attention paid to the rights of all owners, and of leaving Maori with meagre reserves while satisfying settler demand, was both one-sided and shortsighted. Grey left the country before the effects were really felt. It was for his successor to cope with the inevitable consequences.

76. McLean to Civil Secretary (New Munster), 20 September 1853, AJHR, 1861, c-1, p 262

77. Rutherford, p 185

78. AJHR, 1861, c-1, pp 261, 264; AJHR, 1874, g-4, p 1

79. AJHR, 1867, g-1, p 11

80. Charles Heaphy to Native Minister, 31 December 1873, AJHR, 1874, g-4, pp 1–4; Ward, p 88

81. AJHR, 1891, sess ii, g-1, p xiii