

# Te Whanganui-a-Orotu Report 1995

## 3 The Ahuriri Purchase

### 3.1 Introduction

Because this claim originated in the Crown's inclusion of Te Whanganui-a-Orotu in the 1851 Ahuriri purchase, in this chapter we examine the circumstances that led to the purchase, in so far as they concern Te Whanganui-a-Orotu.

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*Waitangi Tribunal, Department of Justice, Wellington.*

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## 3 The Ahuriri Purchase

### 3.2 Early European contacts

#### 3.2.1 Europeans discover Te Whanganui-a-Orotu

Figure 5: Pa sites and taua

On 14 October 1769, Captain James Cook became the first European to sight Te Whanganui-a-Orotu. From the *Endeavour*, two or three miles offshore, he observed 'a bluff head . . . On each side a low narrow stone beach,' and, between these beaches and the main land, 'a pretty large lake of salt water - as I suppose'.<sup>1</sup> His chart shows a probable entrance, which must have been either at Keteketerau or 10 chains (200 m) or so to the south at Ruahoro.<sup>2</sup>

The next European known to have sailed along these 'little known shores' was Dumont D'Urville in the *Astrolabe* in 1827, but he saw no more than 'a fairly large island, lying alongside the coast . . . which might be a peninsula'.<sup>3</sup>

In August 1837, Captain Thomas Wing, master of the *Trent* from the Bay of Islands, found an entrance channel to the harbour of 'Hua Ridi' (Ahuriri) between the western spit (Westshore) and Mataruahou (Scinde Island). On his sketch of the harbour, he noted that it 'should not be visited by vessels more than sixty tons, the bottom being very loose and bad holding ground about the heads. The best berth for getting in and out was close around the east head of the entrance.' A good holding ground was at the mouth of the Tutaekuri River. The western side of Te Whanganui-a-Orotu was 'Nearly all Dry at low Water Sand and shell Fish' (A21(f):1542) (see fig 6).

In December 1839, a Wellington merchant trader, investor, and land purchaser, Captain W B Rhodes, attempted to set an agent ashore at Ahuriri to establish the pork trade. In a letter to his Sydney partner in January 1840, he claimed to have purchased for £150 worth of trade goods about 1.4 million acres of very valuable land in central Hawke's Bay, which included 200,000 acres at Ahuriri, although he wanted 'One man's signature yet to this deed'. William Williams, a Church Missionary Society missionary at Turanga, petitioned the Queen to have this outrageous claim overturned and it was disallowed by the old land claims commissioners (E1(b):5).<sup>4</sup>

After a visit in 1841, Rhodes published an account of the Ahuriri district, estimated at 880,000 acres, more or less, in the *New Zealand Gazette and the Wellington Spectator* of 21 April 1841:

The roadstead is sheltered from the prevailing winds, and there is good anchorage in 8 fathoms of water, one mile from the shore. At the entrance of the river, in the proper channel, their [sic] is 3 fathoms water; and immediately after passing the bar, it deepens to 7 and 9

fathoms, shingly bottom . . . The river shortly loses itself for a time in a large shallow lagoon, nevertheless there is a channel towards the South, into a cove or natural dock, sheltered from all winds, and out of the influence of the tides; . . . One large American whaler, requiring water and refreshments, once anchored in the river, thus proving that this place would answer as a sea port second to Port Nicholson.  
(A21©:600)

Thus, about a year or more before the more enterprising New Zealand Company settlers from Wellington began to drive sheep and cattle round the coast into the lower Wairarapa and negotiate leases from local Maori, they must have heard that there was a safe harbour and anchorage and a large tract of good grazing land further north in the Ahuriri district (as Hawke's Bay was then called).

### 3.2.2 Musket warfare and migration

Figure 6: Sketch map of Hau Ridi (Ahuriri). Copied from D20©. See also A21(f), page 1542.

The chiefs and people of the principal settlements on the shores of Te Whanganui-a-Orotu had little, if any, direct dealings with Pakeha until the 1830s, when many of them were living at Nukutaurua on the Mahia Peninsula. For them, the early contact period had been marked by the intensification of tribal warfare, decimation, enslavement, and migration.

The catalyst for these unprecedented changes was a series of raids on Heretaunga and Ahuriri by musket-armed war parties from the north (see fig 5). The brunt of the invasion was borne by Ngati Whatuiapiti and the surrounding hapu at Roto a Tara (Te Aute), an area that abounded in eels, freshwater fish, and waterfowl. Most of Ngati Whatuiapiti then went to Nukutaurua at Mahia, 'from which place they could make an attack on any outsiders who attempted to occupy Heretaunga'.<sup>5</sup> A general migration of people from the district followed.

Island pa commanding the outlets of valuable fishing grounds and shellfish beds in Te Whanganui-a-Orotu were then attacked and fell. Most of the defenders of Parapara and Te Ihu o Te Rei near the old Keteketerau outlet were slain by invaders armed with pu (guns) and thereafter were known as Ngati Matepu ('those who die by the gun' (D37)).<sup>6</sup> Te Pakake, 'a communal gathering place in times of trouble' near the new Ahuriri outlet (see fig 5), was defended by those who had refused to accompany Ngati Whatuiapiti to Nukutaurua. They were mainly the local hapu of Ngati Kahungunu: Ngati Tuku a Te Rangi, Ngati Te Rangikamangungu, Ngati Hinepare, and Ngati Matepu, under Tareha, Tareahi, and other chiefs, assisted by Ngati Hawea and Ngati Kautere (H1:11-12).<sup>7</sup> They also included Te Hapuku, then a young chief of Ngati Whatuiapiti, and Tiakitai of Ngati Kurukuru of Waimarama (H1:12, fn 42). The pa was taken with great loss of life, and the survivors took refuge with those who had migrated to Nukutaurua (D4:15-16).

For some years, hapu of the Ahuriri and Heretaunga remained at Mahia under the protection of the Ngapuhi chief Were Hauraki, who had settled there and become the acknowledged leader.<sup>8</sup> At Mahia they participated in the flax and provisions trade

with European shipping and onshore agents to acquire firearms, hardware, cloth, tobacco, and rum. The establishment of a shore whaling station at Mahia in 1837 gave them opportunities to engage in whaling operations, ship building, and sailing.

At the end of 1839, the missionary William Williams took up residence at Turanga and with his native teachers began regular visits to Maori settlements at Mahia. Entries in his Turanga journals indicate that from about this time Ahuriri chiefs and people began to return to their ancestral lands. Early in February 1840, the chief Tohutohu told Williams that he was going to visit his proper home at Ahuriri to see his people and look after his land. On his return, Tohutohu told Williams that he had found Europeans arriving in 'great numbers' and had seen nine vessels. Captain Rhodes had made a nominal purchase from one chief, but the people were generally opposed to the selling of land and the principal chiefs were living upon Table Cape.<sup>9</sup>

### **3.2.3 Missionary activity**

Ahuriri became the southern extremity of Williams's parish and was visited by a native teacher, Joseph, in June and July 1840. The following month, a chief asked Williams to send him 1000 books.<sup>10</sup> At Ahuriri in October, Williams visited two small settlements of no more than 50 people and held two services, attended by not more than 100. Others, he was told, were scattered about on their cultivations or away hunting.

For the most part, Williams found the people willing to receive instruction and clamorous for books.<sup>11</sup> At Ahuriri on 1 November 1842, he examined 20 Maori, of whom 10 passed for baptism. At Awapuni, native teachers had erected a 60-by-30-foot chapel:

As a missionary station Ahuriri will be highly important because though the population is not large, having been decimated by attacks from natives of the Waikato, yet there are several hundreds still remaining. It is a place moreover to which Europeans are likely soon to resort, where the natives unless taken special care of, will many of them fall a prey to temptation. (A12:66)<sup>12</sup>

Late in December 1844, William Colenso arrived to open a permanent mission station at Waitangi on 10 acres of land granted by the chiefs. A wilderness of swamp, it was utterly unsuitable for a place of residence. Initially, with the help of his native teacher, Renata Kawepo, his success was impressive, but by 1850 his dictatorial manner and methods had led to a break with Renata.<sup>13</sup> The rate of conversion to Christianity at Ahuriri in the 1840s did not match the scale and speed of conversion on the east coast in the late 1830s, where Christianity had offered deliverance and protection from vengeful enemies.<sup>14</sup> After the signing of the Treaty of Waitangi, chiefs and people looked more to the Queen and her officials, and to a respectable class of settlers, than to the missionaries to maintain peace, good order, and quiet living.

### **3.2.4 Extending the Treaty**

In April and May 1840, when most of the people from the Ahuriri district were still at Nukutaurua, Williams was deputed by his brother Henry to obtain signatures to the

Treaty of Waitangi from East Cape to Ahuriri. He informed Hobson that he intended to seek Treaty adherents among mixed tribal groupings south of Turanga at the end of July or in August, but for some undisclosed reason he did not pursue his intention.<sup>15</sup>

Meanwhile, on his way back north after obtaining signatures and proclaiming British sovereignty in the South Island, Major Thomas Bunbury put into shore in the *Herald* near the mouth of the Tukituki River on 23 June. Bunbury was trying to secure the signature of a Ngati Whatuiapiti chief, Te Hapuku, because, on 25 September 1839, he had signed the 1835 Declaration of Independence when he was visiting the Bay of Islands. At first Te Hapuku refused, alleging that Ngapuhi were now slaves through the Treaty, but Bunbury assured him that his signature could only increase his mana and a Ngapuhi chief present advised him to sign. This he did on board the *Herald* on 24 June.<sup>16</sup>

Mr Parsons cited evidence later given to the Native Land Court by F W C Sturm that Te Hapuku also signed with Puhara at Nukutaurua (D4:19). Although Sturm was at Nukutaurua in May 1840, when the Treaty was brought to the district,<sup>17</sup> the story seems unlikely. Sturm did not witness the signing himself, and Te Hapuku later refused to sign. Mr Parsons went on to say that Te Hapuku, Harawira Te Mahikai, and Hoani Waikato signed in June after the *Herald* entered Waipureku Harbour to the north of the Tukituki River and that documents supplied by the descendants of Harawira state that he signed on board the *Herald* in the harbour on 23 June. Mr Parsons also said that three other chiefs of Heretaunga signed: Te Tore of Petane, a Ngati Matepu chief, at Uawa; and Rawiri Paturoa and his brother Wiremu Te Ota of Ngati Upokoiri in the Manawatu. The seventh chief to sign was Matenga Tukareaho of Nuhaka (D4:19).

The Wai 55 claimants seek a finding that 'Ngati Kahungunu signed the Treaty' (1.2(d):4). On the basis of the evidence, it seems more accurate to say that Te Hapuku's signature was sought and obtained, and that four, possibly five, others signed, probably by chance. Williams left no record of having sought Treaty adherents at Nukutaurua, and most Ngati Kahungunu chiefs did not sign the Treaty, although they subsequently identified themselves with Te Hapuku and others who did.<sup>18</sup>

### **3.2.5 The return from Mahia and relocation**

Figure 7: Wahi tapu sites. Based on the sketch map in A12 at page 131.

To Ngati Kahungunu living at Mahia, the Treaty held out the prospect of their being able to return to their ancestral lands in peace. No pa or kainga in use prior to the exodus were reoccupied. Places where blood had been spilt were wahi tapu (see fig 7). Understandably, people were still security conscious and chose to be within calling distance of each other, although they spent extended periods at flax growing swamps such as Lake Oingo, dressing flax to sell for firearms (D4:20). Parehe established the principal settlement at Te Awapuni, north of Waitangi across a stretch of water. Tareha of Ngati Parau abandoned Te Pakake and Pukemokimoki for Awatoto, just north of Awapuni, and used Te Koau (Gough Island) as a camping ground for fishing. Kurupo Te Moananui and Ngati Hawea established themselves at Waipureku, south of Waitangi. Ngati Hinepare and Ngati Mahu did not return to Ohuarau or Kouturoa

but reoccupied ancestral lands at Te Poraiti and Wharerangi. Hapu who had occupied island pa at the northern end of Te Whanganui-a-Orotu abandoned them in favour of two locations further north: Kapemaihe near the beach on the south side of the present Esk River mouth and Petane on the north side (D4:21-23) (see fig 5).

### **3.2.6 The beginnings of peaceful trade and agriculture**

From these new locations, close to the shores of Te Whanganui-a-Orotu and Te Matau a Maui (Hawke Bay), people resumed their regular seasonal fishing and food gathering expeditions for subsistence and gift exchange. They also began to supply pigs, potatoes, and other provisions to Europeans visiting or settling in the district in exchange for a widening range of trade goods.

In 1846 Alexander Alexander established a trading store at Onepoto and obtained a de facto Maori wife (A12:68). Later he entered into a partnership with the first grog seller, Ankatell, who arrived in 1849 (F9:5). Subsequently, he sold his store and went to live and farm among his wife's people, the Ngati Hinepare at Wharerangi.

In 1850 James McKain and his brother-in-law, William Villers, moved from Wellington to Ahuriri to trade with the Maori. Sarah McKain and Robin Villers, each with two children, followed and settled on the western spit.<sup>19</sup>

By 1851 there were tiny beach communities on both sides of the Ahuriri Harbour, one at Onepoto and one on the western spit, as well as half a dozen or so shore whaling stations strung around the coast from Mahia to Kidnappers. Each of these stations had two or three boats and 18 to 20 men.<sup>20</sup> Being the only safe harbour between Wellington and Tauranga, and with a hinterland occupied by Maori, who were beginning to produce wheat, maize, fruit, vegetables, pigs, and potatoes for the European trade, Ahuriri Harbour had the potential to develop into a port town where both races mixed and mingled in the market place. But, as we shall see, the rapid advance of pastoralists from the Wairarapa was to overtake the development of Maori agriculture and trade, and the town and port of Napier were to become the centre of government, administration, and business for a pastoral province.

### **3.2.7 Roman Catholic mission**

Bishop Pompallier visited Mahia twice in 1841 and, in January 1851, Father Lampila and two brothers established a Roman Catholic mission station at Pakowhai, the home of a friendly returned chief, Puhara. Father Reignier joined Lampila and took over the station early in 1852, and Brothers Basil and Floretin established a mission farm and poultry yard and opened a store that sold necessities to Maori.<sup>21</sup>

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### 3.3 Crown land purchase policy and proceedings

#### 3.3.1 The illegal leasing of land

According to Dr Bryan Gilling, a Crown commissioned researcher subpoenaed by the Tribunal to give evidence at the request of the claimants, none of the Europeans residing at Ahuriri in 1850 were involved with land transactions beyond what they wanted for their immediate needs. Presumably they leased or lived there 'purely on the sufferance of the local Maori for the benefits which their trading brought in'. Doubtless their presence helped to introduce local Maori to a cash economy and commercial transactions, but 'it would not have helped much in their acclimatisation to land purchasing' (E1(b):6). As early as 1848, pastoralists moving north from the Wairarapa were illegally leasing blocks of land in the Ahuriri district from local chiefs for grazing sheep and cattle. Governor Grey and the recently established government for the southern province of New Munster were anxious to purchase this land before the chiefs realised the benefits of leasing rather than selling, as had happened in the Wairarapa (A22:21-22).<sup>22</sup>

#### 3.3.2 Grey's policy and objectives

Grey's policy was basically to exercise the Crown's exclusive right of pre-emption to purchase large blocks of land ahead of the needs of settlers as rapidly and as cheaply as possible.<sup>23</sup> But he repeatedly reaffirmed that the Queen would respect the Treaty of Waitangi and protect Maori in their undisturbed possession of their lands. He believed that if Maori were handled carefully they would sell land surplus to their own needs willingly and cheaply and thus benefit from the spread of Christianity, commerce, and civilisation. He wanted not only to make land available for both small settlers and large runholders but also to encourage Maori to cultivate their own lands more intensively, sell produce to buy capital goods like horses, carts, ploughs, and ships, and build their own flourmills.<sup>24</sup> His ultimate objective was the peaceful amalgamation of the races into one state and one people.

#### 3.3.3 The first offer to sell land

Land at Ahuriri was first offered for sale to the Crown by the chiefs Kurupo Te Moananui and Tareha in 1844.<sup>25</sup> Their letter to the Governor is not extant but the probable reason for their offer was that after two decades of inter-tribal warfare they were looking to European settlement as a means of protection (E27(b):38-39).

#### 3.3.4 Early land purchase negotiations

Reports researched and produced by Tribunal researcher Joy Hippolite and Crown researcher Stephanie McHugh show that Crown land purchase negotiations in the

Ahuriri district in 1850 and 1851 were a continuation of earlier negotiations aimed at purchasing a million-acre block in the Wairarapa to use for the proposed Canterbury settlement and to provide for squatters who would be displaced. Before these negotiations began, the Colonial Secretary of New Munster asked William Colenso to help by making Maori appreciate 'the physical benefits and external advantages' that they would receive from the settlement (A22:15).<sup>26</sup> Colenso's missionary district, through which he journeyed each spring and autumn, extended as far south as Palliser Bay.

On 22 December 1850, Colenso met some of the principal chiefs at Pakowhai. After informing them of the benefits of settlement, he left them to talk the matter over among themselves so that they would be prepared to speak to the Land Purchase Commissioners when they arrived. But he also told them that he had been asked to counsel them to sell their land to the Government, which, candidly, he could not do. Rather, he stuck to what he had always told them:

Never to part with the whole of your Land and, when you part with any, be sure to have a good *natural* boundary between. [Emphasis in original.]<sup>27</sup>

On 23 December, Colenso wrote to the Colonial Secretary saying that he deeply regretted that he could not 'conscientiously aid or assist or in any ways use any influence' that he might possess over the chiefs:

to prevail upon them to alienate the whole of their lands to the Crown or to accept 'Reserves' for themselves . . . in scattered or detached parcels or blocks among the whites.

In his humble opinion, both plans were 'equally fraught with no less than the utter and speedy Extinction of the whole of the Native Race' (A22:15-16). He would not in future comment on or interfere with any land sales in the district.

### **3.3.5 The continuing desire to sell and/or lease**

In the course of purchase negotiations in the Wairarapa, the Native Secretary of New Munster, H T Kemp, intimated to two unidentified Maori from Ahuriri or Heretaunga that no more squatting would be allowed. The following month, F D Bell, who was assisting with the negotiations, wrote to say that he had received intimations from Te Hapuku and other Ngati Kahungunu chiefs living at Ahuriri of their desire to sell portions of their land.<sup>28</sup>

After Wairarapa Maori had turned down the offer of £4000 for the million-acre block and had instead demanded £16,000, Kemp received news that Te Hapuku had leased the Ruataniwha Plain for £60 per annum. Prospects of lucrative annual rents notwithstanding, Te Hapuku and the Ahuriri chiefs were still prepared to sell. In April 1849, two letters were written to the Governor offering to sell land at Ahuriri for white settlement. The first from Te Poihipi and two others was translated as follows:

Friend . . . I have been considering for 15 years to have white people, some Cows, some sheep, some horses, and some Goats . . . that I may

see (err [sic] I die) in what consists the wealth of the white people - let your payts [payments] be large, and let also the Number of white Men be large. (A21(d):827)

The second, signed by 'the principal talking Men' and approved by all the people, asked that the settlers:

be Men of high principle or Gentlemen no people of the lower order - let them be good people - let them be the Colony of Missionaries who [we] have heard are coming out. (A21(d):828)

The principal talking men included Tareha, Karaitiana Takamoana, Kurupo Te Moananui, Paora Torotoro, and Wiremu Wanga, who were to take a leading part in the sale of the Ahuriri block, as well as Puhara from Pakowhai.

### **3.3.6 McLean takes over the purchase negotiations**

In May and September 1849, the provincial government of New Munster, with Grey's concurrence, arranged for Donald McLean, 'the most able and hitherto successful negotiator of Native Purchases' in its service, to renew purchase negotiations for the Wairarapa, up to and including Hawke's Bay (A22:25).

For information and guidance, McLean was sent a copy of the instructions that had been given to Kemp, along with all Kemp's reports. He was advised to act in the general spirit of the instructions, and report 'fully from time to time upon any points, any deviation from which you may consider likely to prove advantageous' (A22:25). He was to keep a daily record of his proceedings and forward a copy of it, in addition to his reports, to the Colonial Secretary for the information of the Government. Kemp, it should be noted, had been told that any reserves made for Maori must be clearly defined in number, position, and extent and be marked out distinctly on the ground. A surveyor would accompany him for this purpose (A22:13-14).

McLean was detained in Taranaki until June 1850, and he was then directed to occupy himself completing the Rangitikei inland boundary while awaiting a decision on the final purchase arrangements from Governor Grey (A22:24-30). In August he requested additional directions and recommended that the east coast purchase negotiations be commenced in Hawke's Bay rather than the Wairarapa. He believed that extensive runs might be acquired there with little trouble because the Maori in possession were the original and undisputed claimants of their districts (H1:13-14).

At an assembly of chiefs at Moutoa to discuss the sale of a large tract of land extending from the interior of the Manawatu towards the Ahuriri, McLean received a letter from Te Hapuku and other influential chiefs containing proposals concerning the Ahuriri and Wairarapa districts. These advances, he observed to the Colonial Secretary, should not be 'too hastily acted upon, neither should they be entirely overlooked or neglected'. None the less, he claimed:

the attention of the Government to the necessity of pursuing a steady course of negotiation which would give time for discussing and adjusting conflicting claims, besides affording the most favourable

opportunity for concluding purchases and for neutralizing the systematic opposition of those Tribes who tenaciously resist the alienation of any of their lands.<sup>29</sup>

Grey entirely approved McLean's proceedings and hoped that negotiations could continue to be pursued 'in the same steady and judicious manner as heretofore'.<sup>30</sup> On 7 October 1850, McLean was instructed to proceed with the negotiations, 'but not definitely conclude agreements for the payment . . . for the purchase of land until His Excellency's [Grey's] sanction be obtained'.<sup>31</sup>

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### 3.4 McLean negotiates the Ahuriri purchase

#### 3.4.1 McLean's personal influence

McLean's purchases of the Waipukurau, Ahuriri, and Mohaka blocks in November and December 1851 were accomplished largely by personal influence. He was determined to be a success and always gave himself up entirely to the work at hand. He respected Maori rank and protocol but, like Grey, was a paternalist who could be deliberately calculating in achieving his goals. He had an imposing, dignified presence, and unlimited patience. In the lower Whanganui and Rangitikei districts, he had gained considerable experience in 'gradually reducing opposition to his proposals' and 'patiently winning his way through obstacles that would have disheartened less persevering and less quietly determined men'.<sup>32</sup>

Historian and now Tribunal member Professor M P K Sorrenson has written that Grey and McLean:

set up an effective system of land purchase . . . [which] required a measure of Maori approval. Once Maori offers to sell land had been received or solicited, a meeting was summoned at which all could assert their claims to land. There was usually keen debate and sometimes the purchase had to be postponed until important opponents were bought off or conciliated. In the negotiations government agents laid great stress on the 'advantages' to Maoris of selling, including the uses of ready cash, and the long term benefits from European settlement, such as the enhanced value of retained Maori land.<sup>33</sup>

The main sources of contemporary evidence on the negotiation of the Ahuriri purchase are McLean's journals and official reports. Although his journals provide many insights into his thoughts and feelings, they are an incomplete record of McLean's meetings with and talks to local Maori. As Mr Walzl pointed out, with regard to the first land purchase meeting at Ahuriri, McLean is very descriptive in recording the scene before him on his arrival but 'failed in his attempts to write up the speeches' (F9:5). His official reports to the Colonial Secretary of New Munster show that he was very proud of his success in securing valuable and extensive blocks of grazing land and the only safe harbour on the east coast in accordance with Grey's instructions. But as Dr Ballara said, 'his own words condemn his deal from the point of the view of Maori supposedly protected by the Treaty of Waitangi' (H1:28).

#### 3.4.2 McLean's first journey to Hawke's Bay

McLean and his party left Wellington for Hawke's Bay via the west coast and the Manawatu Gorge on 18 November 1850, sending messengers ahead to announce their

coming. Near Waipukurau, on 11 December, their messenger came in with the intelligence that the Maori had agreed to sell a considerable portion of land to the Government and the great chiefs were assembling from their different villages and would be at Waipukurau Pa the following day. Continuing on to the pa, McLean and his party, which had grown to about 50, were formally welcomed. On 13 December, 'the whole of the principal Chiefs from Ahuriri and the surrounding settlements' assembled to meet him (A5(a):307). In accordance with his advice and instructions, all his party kept 'perfect silence' until the usual formalities were over and the people of the place had expressed their entire assent, not only to receive them but also to sell their lands (A12:49).

At a public meeting on 14 December, Maori agreed to dispose of a tract of land, the boundaries of which were given to McLean in writing by Te Hapuku, the principal chief (A5(a):307). This came to be known as Te Hapuku's block, or the Waipukurau block. At this meeting, Tareha intimated to McLean that he would be equally welcome further north:

Come, come, come, this is now your land from end to end; tomorrow  
you shall [see] another end of the land Ahuriri. (A21(e):1214)34

McLean was particularly impressed by Te Hapuku, who had risen to eminence within Ngati Whatuiapiti and who, McLean assumed, was the principal chief. When McLean stopped overnight with Colenso and obtained considerable information from him on the way to Ahuriri, however, he learnt that, as well as Te Hapuku, Te Moananui, Tareha, and Puhara had 'great influence' and nothing of importance could be effected by the others without their consent (A12:22, 50; A21(e):1217).

### **3.4.3 The 20 December 1850 meeting**

At Ahuriri McLean was very kindly received by Ankatell (who was running a schooner in the coastal provision trade), who provided him with a room in his house on the western spit. A large meeting of 400 to 500 Maori assembled there on 20 December to negotiate with McLean.

At about 12 o'clock, Tareha gave McLean notice that they had discussed sufficiently long among themselves about the sale of their land and were ready to meet him. In his journal, McLean recorded brief, sketchy, but telling notes of what transpired:

Te Tore of Ngati Matepu got up with . . . an old cheek bone of a hog in  
his hands as emblematical of his decay and said my children let your  
words be good welcome to the stranger among you

Te Morehu

Let us all consent to sell the land do you all do so appealing to the  
crowd of about 4 or 500 all replied ae old Tori shaking the old bone  
with his infirm hand in a most emphatic manner as he lay on the  
ground consenting to the sale of the land . . .

1st Speaker Paora Totoro

Welcome McLean come to your land This is your land we give it to you

2nd Speaker Tariha

Welcome to your land the water is ours the land you see before you is yours he then named the boundaries all agreeing to them.

(A21(e):1218-1219; cf 1401-1402)

Dr Gilling was of the view that since the Maori were pointing out the land from the Westshore spit the water would have been that of the lagoon and the anchorage (E1(b):8). This seemed to him a clear indication of the concerns that Maori had to retain control of and access to their sources of seafood. Mr Walzl accepted this view (F9:6).

The evidence indicates that the boundaries named on 20 December were those described in the 1851 deed of sale. Clearly, Tareha had his own idea about boundaries and it would have been an issue if they had been changed by McLean.

#### **3.4.4 Native reserves and the external boundary**

In his first official report to the Colonial Secretary of New Munster on 21 December 1850, McLean wrote:

There is now sufficient employment for two active surveyors to mark off the Native Reserves and cut the external boundaries, where there was no river or other natural feature to mark them. . . . It is essentially necessary that the utmost expedition should be used to acquire this splendid district . . . peculiarly adapted for sheep grazing. . . .

(A5(a):307)

In his journal he wrote:

In the morning the natives wished to go and see the front boundary of the purchase and to point out some of their reserves demands for which are rather on the increase I will give them their tether to see how far they will go thence I shall bring them to reason afterwards and hold them exactly to what they agreed at the public meeting 23 December.

Mr Ankatell lent me his boat and a steersman which with no crew took our party and we went up to Petane the kainga of Ngati Matepu where we had some tutu wine and other food a korero with Natives and came back in the evening. (A21(e):1222-1223; cf 1405)

A week later, McLean crossed over to 'the Native reserve' where Mr Alexander had a cottage, namely, Wharerangi (A21(e):1408).

According to Dr Ballara, McLean was planning to ignore the need and demand for reserves and was failing to perform his protective duty towards the owners or occupiers (H1:16). Her view needs to be put into the context of the conflicting

objectives of protection and assimilation that were inherent in Crown policy. McLean clearly intended to limit the acreage of native reserves in Hawke's Bay, as he had already done in Wanganui, in conformity with Kemp's instructions. But he did not consider this disadvantaged Maori, whose future would be better assured by buying land back from the Crown as individuals.

For the time being, McLean recognised, Maori needed the land they customarily used and occupied not only for traditional purposes but also to grow cash crops to sell to European traders and settlers. He anticipated, however, that Maori would be rapidly assimilated into the colonial economy and acquire individual titles to land. Accordingly, he shared in a growing reluctance on the part of the Crown to set aside permanent native reserves. When he used the term 'reserve', he was generally referring to tribal or customary land that Maori wished to retain, not to portions cut out of the purchase and Crown granted.

In a report to the Colonial Secretary on 28 December 1850, McLean elaborated on his reasons for applying for two surveyors: firstly, it would expedite the purchase negotiations and, secondly, Te Hapuku, the principal chief, would be exceedingly jealous and displeased if Tareha's land were surveyed before his. If there were only one surveyor, it would be essential for Tareha's land in the neighbourhood of Ahuriri Harbour, where settlers were more than likely to form their earliest establishment, to be attended to first. The acquisition of Ahuriri country, he stressed, would 'of itself be of great importance, from possessing the safest, and I may say, only harbour on this side of the island between Wellington and Tauranga on the North East coast' (A5(a):308).

### **3.4.5 The importance of controlling the Ahuriri Heads**

On 1 January 1851, McLean spoke to Takamoana about purchasing the Ahuriri Heads and the island opposite, namely, Mataruahou (Scinde Island). McLean noted in his journal that they were 'essentially necessary, to command the Harbour', and that Karaitiana Takamoana seemed disposed to sell but Tareha and Paora Torotoro were the principal owners (A21(e):1236).

A week later, McLean 'pulled in a canoe to Tarehas station, along a fine deep river' (the Tutaekuri), from there he went across to Tareha's creek, which went to Awapuni station, where he spent a couple of days with Colenso, who was 'such a straight forward excellent man' that he had 'a great respect for him' (A21(e):1242; cf 1415). The following day, McLean called at Te Awatoto, where he met Tareha and Henare Tomoana, with whom he had a long conversation. He also spoke to Tareha about selling the land on both sides of the entrance to the harbour, 'as the place would be an awkward purchase without it' (A21(e):1246; cf 1418). On 16 January, Te Hapuku, Puhara, and Tareha went to see McLean, 'respecting their unsold claims'. 'The latter,' McLean noted in his journal, 'has not yet agreed to sell the entrance to the Harbour, but I believe he will soon do so' (A21(e):1248-1249; cf 1420-1421).

In a letter to the Colonial Secretary on 23 January 1851, McLean explained that:

There are several portions of land such as the head land, and water frontage, at the Ahuriri river and harbour, which the Natives are

retaining for the purpose of fishing and trading, and which, together with some belts of timber reserved by them, it would be very desirable to purchase, even at a higher price than is usually paid for waste lands. (A5(a):309)

There the matter rested for some weeks while McLean journeyed to Wairoa and Turanga to meet chiefs, settlers, and traders and adjudicate in his capacity of magistrate.

On 17 March, at Awatoto, while on his way to Waipukurau with a survey party, McLean held 'a long korero with Tareha about the purchase of the Ahuriri Island (Mataruahou) and the price of land in Taranaki of which he had a great idea and I moderated' (A21(e):1257-1258). Then on April 21 he went to Wharerangi to see Tareha and his party to define the boundaries and extent of their reserves. The next day, McLean walked around the proposed Wharerangi reserve, noting that it was 'a very good one of about 2,000 acres', and that Tareha's party were 'very friendly'. He also noted that Paora Torotoro had agreed to sell the land on which Ankatell's house and the survey office were erected, and that Te Hapuku and several other chiefs all seemed 'anxious for a settlement of the price for the Ahuriri block' (A21(e):1317-1318). This suggests that McLean was making some progress concerning the heads.

#### **3.4.6 The survey**

McLean first met the two surveyors that he had requested when he returned from Wairoa on 8 March. They were Robert Park and Charles De Pelichet, who was previously an assistant to Charles Kettle when he was laying out Dunedin. In his journal, McLean noted that the external boundaries of the block were to be surveyed, partly by actual measurement and partly by sketches with the prismatic; all provisional points and hills were to be fixed on the boundaries, and the names were to be marked (A12:27). Some days later, two survey parties set out, accompanied by a great number of Maori, to point out the boundaries of the land to be sold. McLean went with Park and his party as far as Oamaru, then rode off to a 'most satisfactory' meeting at Patangata, where McLean wrote that he had obtained a large block of at least 200,000 acres, which included the land that Te Hapuku had agreed to sell at Waipukurau (A21(e):1266).

Back at Ahuriri on 12 April, McLean purchased a house and outbuilding for £26 from Messrs Villers and McKain as an office for himself and the survey party, which would house them comfortably for the winter.

By mid-April, Park and his party had returned from surveying the external boundaries of the Ahuriri block and the work of plotting them had begun. Entries in McLean's journal for 28 and 29 April indicate that 'the maps were going on well', despite the fact that Maori chiefs kept calling. On 2 May, Park took 'a nice sketch of the district showing the Blocks offered for sale by the natives' to a meeting at Awapuni to discuss the price of the land (A21(e):1322-1323, 1326).<sup>35</sup>

#### **3.4.7 The 2 May 1851 agreement on the terms of payment**

In conversations with the chiefs about the price that they should receive for their land, McLean had consistently endeavoured to moderate the ideas that they entertained. At the same time he had stressed that an accruing benefit of European settlement would be the increasing value of the land that they retained. On 14 April 1851, the Colonial Secretary informed him that Governor Grey was 'entirely satisfied' with all his proceedings at Ahuriri and requested him to 'have the goodness to ascertain as soon as practicable, the lowest price which the Natives will take for their land which you are about to purchase' (A5(a):311).

At a 'grand meeting' at Te Aute on 17 and 18 April with all the chiefs and people who had agreed to sell Te Hapuku's block, McLean tried to beat down opening demands for £20,000, a sum which seemed to him 'wonderfully large compared with Taranaki which cost only £800 - Wanganui £1000 - Rangitikei £2500'. To close the bargain, he asked Te Hapuku to accept £3000 or refer the case to Governor Grey, which Te Hapuku agreed to do (A21(e):1292-1315). A further meeting with the chiefs and people who had agreed to sell the Ahuriri block was to be held at Te Awapuni on 29 April, but they were unable to attend because the wind was so severe. By the time McLean arrived there on 1 May, they had assembled. Tareha spent the greater part of the night with McLean in the tent 'on very good terms also Te Moananui' (A21(e):1325). Tareha's wife had died on 23 April, which, McLean believed, would 'more fully determine the natives to sell their land at a moderate price' (A21(e):1318-1319). McLean's journal entry is a telling account of the meeting, which commenced at about noon on 2 May. Several Maori asked for £4500, and McLean then told them that he was not clear as to what land they were offering:

[He] had repeatedly asked for two places, at the entrance to the harbour which they did not now mention as included in the sale . . . the land they were offering was very poor . . . the price they asked was enormous and could not be acceded to . . . it was foolish in them to make such demands knowing it was quite impossible to comply with them.

One of them got up and said the land is not poor. It produces food for us and if it does not please the pakeha, it does for our own pigs rats birds &c.

Tariha then got up and said McLean I will stand here till you agree to give me what I ask for my land the places you ask for Moturu [Mataruahou] and te Taha I now agree to sell, as you request give us £4,000 - that is a small sum for our large land. (A21(e):1327-1328)

Although McLean's instructions were to ascertain the lowest price that they would take, not fix the terms of payment, he felt that 'with a fickle people, like these natives, liable to sudden changes and influences, it was best to name a sum at once'. He told Tareha that Park could not value the land at more than £500, but 'they had now certainly agreed to sell more favourable and valuable spots'. Therefore, to shorten their talk, as he was anxious to be off in the morning, he named £1500 as 'a good and ample price', but:

they almost left the ground evidently disgusted with the smallness of the amount Others endeavoured to keep them together the chiefs felt very much downfallen . . . they were all in a sad state for some time. (A21(e):1329)

McLean told them coolly that his power to grant prices for land was limited, and that he could not and would not exceed what he had mentioned. If they were displeased, he could do no more than leave them to think over the matter; 'as yet they had not sold the most valuable parts of their land and . . . the price was considering future advantages a really handsome one' (A21(e):1329-1330).

McLean was getting ready to leave the tent when the chiefs stopped him. Following some deliberation among themselves, they agreed to close the bargain. As McLean saw it, a question that would contribute greatly to the welfare of the island had been 'satisfactorily settled', and he 'thanked God for his good guidance' (A12:37; A21(e):1330). None the less, before he left for Wellington the following morning, he advised the chiefs to write to the Governor about the payment for their land and the sending of Europeans to live among them.

That very same day, Te Hapuku asked Grey to agree to £4800 for his block and to consent to that payment over four years (A21(d):777-784). There is no evidence, however, that Tareha or anyone else subsequently asked Grey for a higher price for the Ahuriri block.

### **3.4.8 McLean's tactics and achievements**

Mr Walzl was of the opinion that McLean used the discussion about money as an opportunity to bring up the subject of the land at the harbour entrance and apply further pressure on the chiefs to sell it, and Mr Walzl believed that his tactics worked (F9:17). McLean's 'take it or leave it approach' made the Maori believe that they were hearing a 'final offer'; when he rose to leave while they were still disputing the price, they reconsidered and, in the belief that the price was set, agreed (F9:19).

Ballara and Scott are of the opinion that:

What McLean had achieved was, in the short term, a bargain very favourable to the Crown. He had beaten the price down from the £4,500 asked to a third - an absurd price of just over a penny an acre for a block estimated at 265,000 acres which surrounded the only safe harbour between Wellington and Turanga . . . He had managed to play on the fears of the Ahuriri chiefs for their status to force through a deal in the name of their people which was satisfactory to few of the occupants. The despair provoked, recorded by McLean himself when he announced the low price, is evidence enough. That the chiefs, at the last moment, privately in McLean's tent, committed their people to accepting the low price, is a measure of McLean's skill in setting off one set of chiefs and their fears for their mana against each other. Rather than protecting the rights of the people, he deliberately exploited the cultural imperatives and tribal agenda of the chiefs. (H1:19-20)

### 3.4.9 The inclusion of the harbour

On his way back to Wellington, McLean left a letter at Ngaawapurua for Colenso to pick up, informing him of the purchase of 'two large blocks of land, lying NW and SW of the Mission Station; the one (including the harbour) for £1,500' (A21(e):1158).<sup>36</sup> Then, on 9 July 1851, he reported to the Colonial Secretary that the Ahuriri block of 300,000 acres, including the harbour, was valued by Park and himself at £1500, 'which sum the Natives agree to take for it, by receiving a first instalment of One thousand pounds (£1,000), and a second and last instalment of Five hundred pounds (£500) next year' (A5(a):311). He also enclosed a report from Park, dated 7 June 1851, giving a detailed description of the Ahuriri block and its external boundaries as follows:

It is bounded on the East partly by the Waiwhinganga stream [the Waiohinganga River] and partly by the coast, a low shingly spit dividing the harbour from the sea and runs from Petane on the Waiwhinganga to Motuwahou [Mataruahou], at the entrance of the Ahuriri harbour, a distance of about 7 miles. Embracing the harbour, the Southern boundary runs across to the Tutaikuri [Tutaekuri] River and continues along it to Owihakou, where it leaves the river to run in nearly a straight line to Waiharakeke at the base of a high mountain range, Kaweka, the whole distance about 35 miles; on the West by Kaweka some 16 miles to Mangatutu on the Mohaka River; and on the North and North-East partly by the Mohaka River, partly by the Native road to Taupo, and partly by the aforesaid Waiwhinganga to Petane, a distance in all of about 32 miles.

.....

The most valuable part however of the block is the Harbour, consisting of a large sheet of water or lagoon, about five miles long by two wide, indented on the Western shore by beautiful little bays fit for residences, and should be parcelled off in 10 or 50 acre lots; and on the coast, defended from the sea by a shingly spit; the depth of water nowhere exceeding 9 feet. At the mouth of the lagoon is the harbour proper, being several channels cut into the sea with a depth of from 2 to 2½ fathoms at low water; there is no bar, and it is perfectly safe and easy of access at present for vessels of from 40 to 100 tons; on the North Spit there is room for a small town where the present European houses are. (A5(a):313-314)

Mr Brown, in closing, submitted that the inclusion of the harbour was reflected in Tareha's agreement that Mataruahou and Te Taha should be contained within the area purchased. It was 'quite clear that McLean and Park considered that the lagoon had been included in the transaction as a consequence of those negotiations' (I15(a):16). Certainly the chiefs agreed, on 2 May, to include Mataruahou and Te Taha in the purchase, but there is no evidence that they also agreed to include Te Whanganui-a-Orotu. Indeed, since 20 December 1850, when Tareha had said 'The water is ours', Te Whanganui-a-Orotu had not specifically been mentioned. The purchase negotiations had concerned land, not water. As Dr Gilling said, McLean had asked only for

Mataruahou and Te Taha, that is, the land on each side of the harbour entrance, not the harbour itself (E1(b):9).

To Ballara and Scott, on the other hand, Park's words 'Embracing the harbour' posed the question 'Had he assumed that the harbour had been purchased, or merely that the land purchased encircled the harbour?' (H1:21-22).

Dr Gilling was of the opinion that Park obviously thought that the lagoon was included in the purchase, presumably because the purchase of the western spit and Mataruahau had been agreed to, but he noted that Park had distinguished the 'harbour proper' from the lagoon (E1(b):10). For this and other reasons, Dr Gilling was inclined to argue that only the 'harbour proper' was included. After searching cross-examination by Mr Brown, however, he admitted that he was not sure and was certainly prepared to admit that 'at the very most' it was 'a grey area' (E27(a):111-113 passim).

Mr Walzl was more firmly of the opinion that both Park and McLean presumed that the harbour and the lagoon were included in the transaction (F9:20).

If this was the case, on what grounds was McLean and Park's presumption based? We think it likely that both of them presumed that the Crown owned the harbour and the foreshore anyway, even if they were unaware that this was a matter of English common law. In the words of Ballara and Scott:

To Europeans, once sovereignty had been proclaimed over the country, the Queen's writ ran over its coasts and harbours; to them it was as natural as breathing to assume that it was unnecessary to pay for the land underlying the harbours; no-one had paid for the waters of the Waitemata or Te Whanganui-a-Tara. (H1:29)37

Such a natural assumption would account for the apparent discrepancy between Park's description of the boundary embracing the harbour and his later statement that the purchase payment of £1500 was for the combination of the island and the block (see para 3.4.10). It would also help explain the lack of any specific reference to Te Whanganui-a-Orotu by McLean during his negotiations with the chiefs. Such an assumption, however, would not excuse his actions and omissions in including the harbour in the purchase without clarifying the matter to the sellers.

Given his knowledge of Maori language and culture, McLean must have known that they would not knowingly and willingly relinquish their mana and tino rangatiratanga over Te Whanganui-a-Orotu, particularly in view of their expressed reluctance to sell Mataruahou and Te Taha and their wish for more extensive reserves than he was prepared to set aside.

It is hard to escape the conclusion that McLean deliberately remained silent on the future ownership and control of the harbour so as not to prejudice the success of his land purchase negotiations. Probably he believed that the end justified the means. Already local Maori were sharing the harbour and anchorages with European traders and shipping. Clearly they were anxious to acquire the benefits of increased European settlement in their district, for which control of the harbour was 'essentially

necessary'. By minimising the protection of customary rights and interests in the harbour and reserves, McLean could accelerate the ultimate goal of assimilation.

#### **3.4.10 Misgivings about the terms of payment and the purchase price**

On 25 July 1851, Park, in a report to McLean on the progress of the surveys at Ahuriri, expressed his and the chiefs' misgivings about the terms of payment negotiated on 2 May:

The natives of the Ahuriri block have heard the terms upon which Hapuka is to have £4,800 and before that they had been speaking to me about the smallness of the sum for their land, having got into their head that the Island was valued at £1,000 and the block at only £500; as well as I could make them understand I have always maintained that the two separate were valueless and that it was the combination that increased the value. I think however that you might safely give them £500 more making £2,000 altogether as having seen more of the land I think it is worth that, with the above sum they will be perfectly satisfied.  
(A21(d):1024)

As Mr Walzl pointed out, Park was virtually admitting that he had undervalued the block and that the price negotiated was unfair (F9:22).

#### **3.4.11 Misgivings about losing control of Te Whanganui-a-Orotu**

According to Mr Parsons, 'the chiefs had misgivings about losing control of Te Whanganui a Orotu right up to the time of the Ahuriri purchase' (A12:52). On 3 November 1851, by which time they were in daily expectation of seeing McLean return with some Government money, they went to see Colenso, who recorded their visit in a few cryptic words in his journal:

This morning several chiefs, Tareha, Te Hira te Ota, Walker Te Kawatini, and others, came to see me, and to ask my advice about their *retaining* a portion of the harbour of Ahuriri, & *not* to part with the *whole* of it, which in May last, they had consented to sell to the Government. They also wished me to go there, to witness the transfer and payment. Notwithstanding all their entreaties, I refused either to give them counsel, or to go with them; having, in former years, talked to them more than sufficient respecting their selling their lands.  
[Emphasis in original.] (A21(e):1160)

This entry in Colenso's journal differs from an entry in McLean's journal for 11 November, after he had called in at Te Awapuni on his way to Ahuriri on 7 November:

Mr Colenso told me that they seemed doubtful about selling the whole of Moturuahou Island that they wanted several reserves on the Island and Mr Colenso advised them to have a clause inserted in the deed giving them free rights to their Native vessels entering and leaving the harbour besides such other hints as would no doubt be to their

advantage although it does not appear to me essential that the Natives require such advice when they are in treaty with the British Govt. (A21(e):1350)

Viewed in the light of the letter that McLean had left for Colenso on his way back to Wellington in May (see para 3.4.9) and his report to the Colonial Secretary in July informing the Government that the harbour was included in the purchase, Colenso's statement that the chiefs had consented to sell the whole harbour to the Government appears to reflect his own understanding of what McLean had written, not what he had been told by the chiefs. These entries hardly justify Dr Gilling's opinion that 'some or all of the lagoon was thought by all concerned, Maori and Pakeha, to have been in the original deal' (E1(b):40). Rather, they support Mr Walzl's opinion that:

having been somewhat coerced into including Mataruahou at the May meeting in order to get a higher price, Tareha, on finding that this price was not available, did not want to relinquish all the Island and instead wanted 'several' reserves. (F9:26)

Subsequent discussions between the chiefs and McLean show that the chiefs were concerned not only about the purchase price, but also about reserves, fishing rights, and free entry to the harbour. But this does not mean that the chiefs realised, even at this late stage in their dealings with McLean, that he had included Te Whanganui-a-Orotu in the purchase. Rather, they still had serious misgivings about selling Mataruahou and Te Taha.

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*Waitangi Tribunal, Department of Justice, Wellington.*

# Te Whanganui-a-Orotu Report 1995

## 3 The Ahuriri Purchase

### 3.5 Final Arrangements

#### 3.5.1 Purchase payments

On 29 September, Grey approved the mode in which McLean had proposed to pay the first instalments, amounting to £3000, for the land purchases at Ahuriri (A21(d):1080): £1800 for Te Hapuku's block, £1000 for the Ahuriri block, and £200 for the Mohaka block.

At Waipukurau on 4 November, McLean executed a deed of sale for Te Hapuku's block and paid the first instalment of the £4800 that had been agreed upon.

#### 3.5.2 Boundaries

At Ahuriri on 11 November, McLean recorded that the Maori were not collecting as quickly as he had expected but that they all seemed in good spirits and, as far as he could judge, pleased with the amount of £1000 that they were to receive (A21(e):1349-1350).

McLean called to see the Maori at Ongaonga Bay and asked Tareha and Te Moananui to go over the names of the several boundaries with him before drawing up the deed of sale (A21(e):1351).

On 12 November, he had a conversation with them about the boundaries of the purchase and their relinquishing of areas that they wished to have reserved on Mataruahou. He found them 'very reasonable'; much more so than during his former visit. Wi Tako seemed to give them good advice (A21(e):1352-1353).<sup>38</sup>

On 13 November, McLean went with Park and Tareha to fix the boundaries of Mataruahou.

#### 3.5.3 Discussion on the draft deed

On 14 November, the draft of the Ahuriri deed was submitted to the Maori, 'who agreed to all the conditions', but only after 'some long talking, and very proper enquiries and arguments' (A21(e):1354). More specifically, McLean had some difficulty in getting them to assent to a reserve of 500 acres at Puketitiri as they had wanted several thousand acres. He also found the Tangoio people 'a very troublesome lot to deal with more than any of the rest their discontent has probably arisen from not having been more consulted in the sale during its first stages' (H1:23). They had 'urged that they should get the whole sum of £1,500 at once for their land' (A12:39-40).

### 3.5.4 McLean minimises the reserves

Figure 8: Plan showing areas of land reserved in the deed of sale. Based on plans in A12 at pages 114, 116, 118, and 119 and on evidence in A12 at page 119 and in E2 at page 26.

The last-minute negotiations on the reserves demonstrated the anxiety of the Maori to retain their taonga on both sides of the harbour, and indeed the harbour itself, and McLean's continued determination to minimise reserves. Three portions of land were already deemed to be reserved for the sellers from the Ahuriri block: the island of Roro o Kuri at the northern end of the harbour; Wharerangi, which had been surveyed by Park; and Puketitiri bush, which was reserved for bird snaring. In fixing the boundaries of Mataruahou from 11 to 13 November, McLean agreed to additional reserves: two small islands off Mataruahou (Pukemokimoki and Te Pakake), a fishing right, and canoe landing places (see fig 8).

In a report to the Colonial Secretary on 29 December 1851, McLean explained his last-minute arrangements to attend to the needs and anxieties of the chiefs in respect of Mataruahou and the harbour:

Tariha and other Chiefs at Ahuriri were anxious to have several portions of valuable land reserved for them on both sides of the harbour especially on Mataruahou Island which they had always considerable reluctance in transferring from a fear that they be eventually deprived of the right of fishing collecting pipis and other shell fish which abound in the Bay; these rights so necessary for their subsistence I assured them they could always freely exercise in common with the Europeans and in order that they should be fully satisfied on this point a clause has been inserted in the deed to that effect.

With reference however to the reservations for fishing villages and other purposes I objected to all of them excepting one Pa [Te Pakake] in the occupation of Tariha where some of his relatives are buried and which he is to retain until such time as the Government may here after require the spot for public improvements such as deepening or reclaiming some portions of the harbour. (A21(d):1047-1049)

There is no evidence, however, that McLean had explained to the sellers that the Government might deepen or reclaim portions of the harbour. His stipulation concerning the reservation of Te Pakake struck Dr Ballara as being 'particularly odd'. The McLean translation of the Maori version of the deed read 'during such time as it remains unoccupied by the Europeans'. Yet there was 'ample evidence that . . . burial places (wahi tapu) were and are regarded as sacrosanct' (H1:26). Clearly the clause encapsulated McLean's belief that arrangements for reserves should be minimal and not impede the advance of European settlement and the assimilation of Maori. A further passage in his report to the Colonial Secretary bears this out:

In lieu however of these reservations so much demanded by the natives and which would materially interfere with the laying off a town, I

proposed to Tariha that he, as the principal Chief on relinquishing all claims to such spots should have a town section granted to him in any place he might select on the North Spit of the Harbour which he has agreed to accept and I hope that His Excellency will approve of this arrangement. I also informed the Chiefs that His Excellency had instructed public reservations to be made which would most probably include a site for a church, hospital, market-ground and landing place for their canoes, and that every facility would be afforded them of repurchasing land from the Government. (A21(d):1049-1050)

As Ballara and Scott have pointed out, 'McLean's own words condemn his deal from the point of view of Maori protected by the Treaty of Waitangi' (H1:28). McLean had explained their desire to retain Mataruahou as 'anxiety for their harbour fisheries and shell fish resources', which should have told him that they 'considered they had not relinquished their rights over the harbour'. Yet the fishing right he reserved for them was the 'sort of right . . . villagers had over "commons" in England'. Moreover, in the same report he mentioned reclamation, an activity 'which would affect shellfish and every fish species'. Although McLean acknowledged fisheries to be necessary for Maori subsistence, he failed to protect them and Maori rights to the harbour, or even, in his discussions with Maori, to address the issue of who 'owned' the harbour (H1:29).

It was clear to Ballara and Scott that 'in part McLean's failures arose from a yawning cultural gap of understanding between Maori and European' (H1:29). Furthermore, he:

talked of reserves being 'so much demanded by the Natives' but his response . . . was to bribe the principal chief with an offer of a personal section for himself . . . In the same breath, McLean acknowledged and ignored the communal nature of the resources of the tribe. (H1:30)

### **3.5.5 The Maori understanding of the reserves**

Oral evidence given by several chiefs at later inquiries into the Ahuriri purchase suggests that the sellers had a different understanding from McLean of the arrangements for reserves and of the term itself. As legal historian Dr D V Williams explained to the Te Roroa Tribunal, 'There was no consistent legal usage with respect to the term "reserves" '. Sometimes it:

referred to Tribal land which had been reserved from a sale by the owners, ie it continued to be Maori customary land. It could refer to Wahi Tapu, Papakainga and other areas within a block going through the Court with a view to alienation . . .39

Appearing before the Hawke's Bay Native Lands Alienation Commission in 1873 to give evidence for the complainants on the non-inclusion of Kaiarero<sup>40</sup> in the purchase, Paora Torotoro stated:

When the land was sold to McLean I was the person who mentioned the places which were to be reserved for us - for the Natives. My brother said that Roro-o-Kuri and Kaiarero were to be reserved for his

children. My brother is dead. When I proclaimed publicly the reserves, I did not mention Kaiarero. I mentioned the three other reserves - Wharerangi, Puketitiri and the Roro-o-Kuri. When I went back to my place, Akuhata (my brother) sent me back to McLean, and said, Let Kaiarero be left for my children. This was previous to the deed being signed. I returned to Mr McLean and said, My brother says that Kaiarero must be reserved for his children. Akuhata signed the deed. Mr McLean said, It is well; that was all . . . The day the land was given to Mr McLean those four reserves were agreed to; but it was on another day we signed the deed . . . The deed was read once. The names were signed when the land was given, but the boundaries were not shown till afterwards. (A5(i):151)

As we shall see, the evidence that the deed plan was not seen till after the signing conflicts with McLean's own report, made immediately after the event, stating that he exhibited the map after the deed was read aloud and before it was signed (see para 3.6). Furthermore, it strengthens the claimants' viewpoint that the signatories were selling only the land, not the water, and that Te Whanganui-a-Orotu was excluded from the sale (see para 4.9.3).

Commissioner Wiremu Hikairo, in his report on this case, was of the opinion that this complaint was correct (A5(i):83).

A wider perspective on the arrangements for reserves is provided by the evidence that Karaitiana Takamoana gave to the 1875 Native Affairs Committee that examined a petition from Henare Tomoana and others on the reservation of certain islands in Te Whanganui-a-Orotu:

All the old chiefs urged this sea Whanganui O Roto should be reserved. Ahuriri is the name of the mouth, & Whanganui Orotu is the name of the inland sea. They also asked for the Islands on that sea, because they were Pas which were occupied . . . Pakake was occupied. When the sale was completed we were under the impression that these reserves had been made for us.

.....

We asked that our Pas and the sea should be reserved for us, and he [McLean] agreed that they should be reserved. (F9: app II, pp 889-890, 891)41

Karaitiana Takamoana was the member of Parliament for Eastern Maori; Henare Tomoana, his half-brother, succeeded him in 1879.

Wi Tako also gave evidence of a meeting at Tareha's place at Ongaonga, Ahuriri, when:

Te Moananui referred to the islands Te Koau, Pakake and Poroporo and another island named I think Motuhara [Mataruahou]. He wanted this place reserved for him as a fishing reserve and as a place where

they could get . . . pipis. I did not see anything written down about this request. I only heard the talk. (F9: app II, pp 899-900)

This meeting was probably the one referred to by McLean in his diary entry of 11 November 1851 (see para 3.5.2).

The 1875 evidence was partly corroborated by evidence given before the 1920 Native Land Claims Commission by Te Wahapango, who, as a 10-year-old, was at Ongaonga when the deed was executed:

After the sale to Government was agreed upon and price fixed Akuhata te Hapua a brother of Paora Torotoro stood up and addressed Mr McLean the Government Officer. He requested one favour that there should be reserved to the Natives the Whanganui-a-Orotu as it was their source of food. He also asked that Wharerangi be reserved. Also, for Puketitiri. That was bush land where they were accustomed to snare birds for food. McLean replied and said what they asked for was just and it would be given effect to and the boundaries located. As far as the reserves were concerned that was carried out. (A7(a):39, cited in D9:40)

### **3.5.6 The value and limitations of the oral evidence**

As Mr Brown pointed out in his closing submissions (I15(d):17-18), oral evidence given by participant observers many years after an event has to be scrutinised with care, particularly when it is given by persons with political objectives in mind. Although Karaitiana Takamoana and Te Moananui (cited by Wi Tako) were associated with the Hawke's Bay repudiation movement in 1875, this does not necessarily mean, as Mr Brown suggested, that these witnesses were creating and perpetuating a popular myth that Te Whanganui-a-Orotu was not sold. Their oral evidence is important, if only because of McLean's failure to record in any detail what the sellers said to him in the final stages of the negotiations on reserves and boundaries (see paras 3.5.2-3) and, more particularly, at Ongaonga Bay on 17 November 1851 (see para 3.6).

Taken with McLean's diary entries and 29 December 1851 report, the oral evidence indicates that the Ahuriri chiefs not only made strenuous and persistent efforts to safeguard their island pa, fishing grounds, shellfish beds, canoe landing places, and wahi tapu in Te Whanganui-a-Orotu, but asked that Te Whanganui-a-Orotu be reserved and thought that McLean agreed.

Yet when McLean appeared before the Native Affairs Committee in 1875 and was asked 'And did they not ask for the reservation of Te Whanganui Orotu?', he answered, 'I recollect they asked for the reservation of their pipis and fish, but I do not recollect that they said anything about the sea at the time' (F9: app II, p 920).

As in his 1851 report to the Colonial Secretary, McLean fudged the issue. He had set his sights on commanding the harbour from the day that Tareha had welcomed him and said, 'The water is ours. The land you see before you is yours.' He appeared to have no compunction in including the harbour in the purchase and in reserving Te

Pakake for Tareha only as long as it remained unoccupied by Europeans. Yet he must have known that the sellers would not knowingly and willingly relinquish their mana and rangatiratanga over these taonga, even if they were allowing European traders and settlers to use them.

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## 3 The Ahuriri Purchase

### 3.6 Completing the purchase

Observations in Colenso's journal on the size of his congregations on 9 and 11 November and on visits to Tangoio on 11 and 13 November indicate that there was an exodus to Ahuriri for the signing of the deed and the distribution of £1000 of the purchase payment (I15:20).

An entry in McLean's journal dated 17 November 1851 described that 'eventful day for the Ahuriri district . . . now the property of our sovereign Queen' (A21(e):1357-1364). About 400 to 500 Maori assembled at the Government house in Ongaonga Bay, Mataruahou. McLean had estimated the population in the area to be about 1100 at the beginning of the year (A12:24). Every preparation had been made by Tareha for the occasion. McLean's party included the three surveyors: Captain Thomas, Park, and Pelichet. Among the local settlers, whalers, and families present were E S Curling, F S Abbott, Alexander Alexander, J B McKain, and justice of the peace J Thomas, who witnessed the signing of the deed.

The Maori were in excellent spirits, excepting the Tangoio people, who arrived fully two hours late in consequence of a quarrel with Te Moananui and Tareha about the disposal of one of the lots, a tenth of the £1000 payment, which Tareha wished to have all to himself. Te Moananui gave it to him, declaring that although he would feel himself bound to support the Europeans in their right to the land he would not take any share of the payment for himself (A21(e):1359).

McLean summed up the formal proceedings as follows:

I made a long opening speech to the Natives, when they were ready explaining fully the nature of the Engagements they were here assembled to complete, expressing a hope that it would be the means as they were on the decline, of uniting them with a stronger power, that would under the mild dispensations of our laws befriend and protect them I do not recollect all I said but the Natives crowded round and were silent and attentive all the time. I then read over the deed aloud, and exhibited the map attached to it to their views. They fully assented to all the conditions the names of the boundaries and when I had finished, they commenced to sign their names. (A21(e):1359-1360)

The deed was signed by McLean and Tareha and 299 others (E25; E26). At least 14 were minors, which was a common practice at that time (E27(b):60-62). According to Mr Parsons, there were signatories from as far north as Mohaka and as far south as Waipukurau (A12:55).

The cash was then counted in the presence of the principal chiefs and handed to the heads of the tribes in nine lots: two of £150 each to Tangoio and One One respectively and seven of £100 each to the rest, making in all £1000 (A21(e):1362).

McLean recorded that:

No speeches to signify were made by the Natives so that I had all the talk myself. It is most surprising how slow cool and patient the Natives have been in taking their payment and the length of time they been arranging and debating on the subject. (A21(e):1363)

On 18 November, McLean noted, the Maori were busy distributing their money. On the whole, they seemed to be in very good spirits and were busy expending the cash in purchasing clothes and other necessaries (A21(e):1363). On 18 November, McLean wrote translations of the deeds (A21(e):1364-1365).

Colenso's journal entries were briefer and more caustic. On 18 November, he wrote:

*This day, Ahuriri (so long coveted) has also passed into the hands of the foreigner! the price £1500, of which £1000 has also been paid down in gold!! 'Sic transit gloria mundi', aut Nova Zelandia!!!*  
[Emphasis in original.] (A21(e):1164)

On 21 November, he added:

Native Chiefs calling throughout the day. The tribe of the late chief Tiakitai paid his debt, 23.15.0, which was exceedingly honest of them . . . At night, Te Hapuku and his two eldest sons called on their return from Ahuriri, all intoxicated! I find, that the Chiefs generally have *not* had money enough to pay their debts due for Horses, &c!! [Emphasis in original.] (A21(e):1165)

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## 3 The Ahuriri Purchase

### 3.7 Official reports on the Ahuriri purchase

On 19 November, McLean forwarded the original of the deed and the translation to the Colonial Secretary and informed him that the first instalment 'for the district and harbour of Ahuriri' had been handed over to the sellers (A5(a):315).

On 29 December, after his return to Wellington, he reported to the Colonial Secretary in greater detail:

The various questions of boundaries, Native reserves, price of land, and other details, had been so frequently and fully discussed, and all other arrangements and conditions inserted in the deed of sale were easily understood, and their importance as binding treaties fully comprehended, and readily subscribed to by the great majority of the claimants, whose conduct at the several meetings was marked with the utmost regularity and propriety. (A5(a):316)

In conclusion, he alluded to the various advantages of the Ahuriri purchase:

[It secures] to the Government and the colonists a permanent interest in the most valuable and extensive grazing and agricultural districts in the North Island of New Zealand; the best - indeed I may say the only comparatively safe Harbour from the Port of Wellington to the 37th degree of latitude on the North-east Coast of the Island; the best position for forming a new township, from having in contra-distinction to other settlements, a large extent of back country to support it; the most eligible situation to occupy for preventing smuggling, overlooking the sperm fisheries on the East Coast, and for controlling the reckless characters and runaways who have been in the habit of sheltering themselves at Hawke's Bay, and who with the Natives, sometimes influenced by their example, are beginning to feel the salutary effect of having English law administered at these distant places. (A5(a):316)

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## 3 The Ahuriri Purchase

### 3.8 Conclusions

In summary, we conclude that the evidence on the Ahuriri purchase establishes that:

- (a) On 20 December 1850, the principal Ahuriri chiefs agreed to sell McLean the inland Ahuriri block, which lay to the north and west of Te Whanganui-a-Orotu. As Tareha said, 'The water is ours. The land you see before you is yours.'
- (b) On 2 May 1851, the sellers, under pressure from McLean and with considerable reluctance, agreed to sell Mataruahou and Te Taha. But even following this agreement, the sellers still retained large sections of land adjoining Te Whanganui-a-Orotu. The May agreement secured for the Crown the control of the entrance to the harbour, which McLean considered 'essentially necessary' for the growth of European settlement. The sellers, however, still retained several portions of land adjoining Te Whanganui-a-Orotu south of Mataruahou and north of Te Taha as well as the Wharerangi and Roro o Kuri reserves.
- (c) There is no evidence that the purchase of Te Whanganui-a-Orotu was negotiated or that the chiefs agreed to sell it. We can only conclude, therefore, that McLean thought that the harbour was 'an arm of the sea' and belonged to the Queen under English common law, but he did not explain this to the Maori.

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