

CHAPTER 7

THE IMPLEMENTATION OF GOVERNMENT LAND PURCHASING IN THE ROHE POTAE (AOTEA BLOCK) IN THE 1890S

The main elements of Government land purchasing policy were considered separately in the previous chapter. The following is a brief overview of what appear to be the main features in the implementation of land purchasing policy in the Aotea (Rohe Potae) block. As seen, land purchasing in the district officially began in late 1889, with Government Ministers and officials optimistic that the ‘ice would soon be broken’ and offers to sell land would soon begin to flood in. However, it turned out to be much more difficult than this, and it took some months, even with secret purchasing, before any breakthrough was made. Iwi and hapu remained determined not to be pressured into selling land and still preferred leasing to selling. This was understood and acknowledged by officials, who simply responded with more aggressive purchasing tactics. In March 1890, W H Grace was employed to assist Wilkinson. Wilkinson was based at Otorohanga, while Grace operated out of Kihikihi. Even their combined efforts appeared to be failing at first. In late March 1890, for example, Grace reported:

I have seen a good number of the owners in some of the blocks available for purchase but I am sorry to say that I have not been as yet able to induce any of them to agree to sell.¹

The actual purchasing process in the district during the 1890s varied according to circumstances. However, a general pattern still often emerges through the official records. The process usually began with the land purchase officer reporting on blocks that he thought might be suitable to begin purchasing in. This could be based on the quality and location of the land. It was often also based purely on possible purchasing opportunities, for example, if the owners were known to have financial problems, or there were known conflicts among owners. Once the land purchase officer was authorised to begin purchasing in a block, and a price was set, he could then press for a survey of the block and notify the owners that he was beginning purchasing in their block.² At the same time he was issued with deeds for the

1. Memo from W H Grace n.d. attached to Wilkinson memo, 10 March 1890, MA 13/78, NLP 90/51

2. For example, see MA 13/78, NLP 90/286 attached to NLP 90/255

authorised block. These contained the purchase agreement with a Maori translation and a rough plan of the block. In the Rohe Potae they also commonly contained a provision for a 10 per cent reserve for sellers. The purchase officer also had lists of owners for each block, obtained from the Native Land Court. He would then calculate the value of an individual share in the block, by dividing the estimated acreage by the number of individuals and multiplying by the price to be offered. He would assume each share to be of equal value where interests were still undefined. It was possible to have a number of purchase deeds for one block. If the owners were scattered and lived in a number of different districts, there might be separate deeds for each district where they lived. It could also take years to purchase all or sufficient interests. The price offered per acre might change over this time, or it might be changed because of other reasons such as a more accurate acreage or a policy decision to raise the price to tempt sales. When the price was altered, a new deed was often drawn up for signatures bought under the new price.

The purchase officer was expected to take the deed and actively seek signatures on the list in return for payment of the share value. Sometimes he was offered a partitioned block by owners seeking to sell. Often however, he had to secretly purchase interests against the wishes of the majority of owners. Once he had obtained what he felt were enough signatures in a block, he could then apply to the Native Land Court to have land, representing the value of the Crown's interests, partitioned out. At this point his role in the Native Land Court process became very important. He had to use the process to try and ensure that those who had sold their interests were found to be significant owners whose shares had as much value as possible. He also had to try, either through out-of-court agreements or through court determinations, to have the Crown's interests located in the best possible part of the block.

The tactics the land purchase officers employed to make a breakthrough and 'break the ice' have been explained in more detail in the previous chapter. By March 1890, for example, the Government had approved taking the risk of purchasing in the Otorohanga block. This had good land for settlement and was bisected by the railway. However, interests were still not defined, surveys had not been completed, the exact acreage of land available for purchase was not known, and there were known errors in the lists of owners' names that still had to be corrected.³ When Wilkinson asked for advice on whether he should begin purchasing under such circumstances, Lewis advised, and Native Minister Mitchelson approved, that if the block could be obtained on reasonable terms, it should be included in negotiations anyway.⁴

Eventually, in early April 1890, Wilkinson succeeded in what is now his notorious first purchase of interests from Maori owners in the Aotea (Rohe Potae) block. He reported that on 2 April 1890, he had managed to buy two shares in the Mangauika block from two owners.⁵ This caused great elation in Government. Lewis confidently replied that now the ice was broken, he expected shares would

3. Wilkinson to Lewis, 20 March 1890, MA 13/78, on NLP 90/70 and attachments

4. Correspondence, March to April 1890, MA 13/78, NLP 90/70 and attachments

5. Wilkinson to Lewis, 5 April 1890, MA 13/78, NLP 90/75

fall in rapidly. In a following, longer report, Wilkinson explained just how difficult the purchase had been. In order to show how ‘great is the objection’ most owners had in selling their interests and how ‘fearful’ they were, in case others got to know they had sold, Wilkinson described how:

the two who have just disposed of their interests in Mangauika block were fully a fortnight, after discussing the matter with me, before they would screw up their courage to sell, and, instead of coming to me in the day time they waited upon me at 9pm on 2nd inst having ridden 12 miles since sundown (they would not leave their own settlement until dark) and returned that night lest any of the local Natives should see them and surmise that they had been land selling. It goes without saying that they refused to wait and cash their cheques at the stores here, preferring to take them to the Bank at Te Awamutu.⁶

However, this was not the beginning of a collapse into land selling as Lewis and Wilkinson expected. After several months’ more effort, Lewis still had to admit to the Native Minister in October 1890, that he was sorry to say that very little advance had been made in the acquisition of lands in the Rohe Potae. He believed this was not any fault of Mr Wilkinson, but arose from a ‘very strong disinclination on the part of the Natives to sell at all’, and the ‘exaggerated idea they have of the value of their interests’.⁷

As a result, the Government felt it necessary to continue aggressive purchasing tactics, such as purchasing early in the court process and taking the initiative in trying to pressure sales. Officials also continued to criticise what they saw as the tardiness of the Native Land Court process. In August 1890, for example, Wilkinson reported that there were a number of blocks, and numerous subdivisions, where he could pick up a few shares here and there, if only the surveys were complete and the area known. He explained that there was no point in only concerning himself with blocks where the owners might want to sell:

because Natives here do not as a rule, yet look upon land purchase operations with such favour as to go to the Land Purchase Officer to sell land, although there have been a few such cases . . . If therefore we want to acquire land in this district we must for some time to come, take the initiative and, having first decided which are suitable purchases, get those blocks surveyed as soon as possible and let the owners know we are purchasing in them.⁸

At about this time, Maori owners also appear to have decided to take the initiative, in responding to the circumstances they now found themselves in. They had unsuccessfully objected to the operation of the Native Land Court in the district and they still preferred to lease, rather than sell land. The court process was moving inexorably on, however, and they now needed to develop tactics to try and limit the damage the combined court and secret purchasing processes could bring about. It seems clear that groups of owners decided to take the initiative and partition off

6. Telegram from Wilkinson, 7 April 1890, MA 13/78, NLP 90/76

7. Lewis to Native Minister, 14 October 1890, MA 13/78, NLP 90/395

8. Wilkinson to Lewis, 21 August 1890, MA 13/78, NLP 90/286 attached to NLP 90/255

blocks of land for sale. This appeared to contradict their policy to only lease land. It seems to have been a pragmatic response to the aggressive purchasing tactics of Government and the fact that the court process required cash payments for costs. By partitioning off 'sale' blocks, owners could retain some control over the process. They decided what land had to be sold and what would be retained and avoided having partitions forced on them. In the process they sought to limit any known Crown incursions through secret purchasing, to the 'sale' block. In this way they sought to protect their remaining, most valuable land. They might also force the Crown to reveal the extent of its interests when the proposed partition went to court. The Crown might reveal the extent of its interests in seeking to have them located in a more desirable part of the block. This tactic did not always work. Sometimes, especially when they wanted to continue purchasing in a block, purchase officers were wary of revealing the extent of the interests they had bought. In that case, the partition proposal might be allowed to go ahead unchallenged, and the owners succeeded in locating the Crown in the poorer areas for the moment. However, the Crown considered that a temporary loss was worth the possibility that future purchases might more than compensate for it.

It is clear that the 'sale' blocks were intended to ease financial pressures, where there were few alternatives to making an income other than land selling. The 'sale' blocks were intended to produce enough cash to pay off debts often unavoidably incurred through the court process. In addition, in some cases they were also used to provide money to develop more important blocks so that those could be used to provide a sustainable income, for example, through leasing or through sheep farming. Owners were working against time, and taking a gamble in this. They had decided that it was necessary to sacrifice some land in order to save the rest. In doing so however, they relied on the hope that other land would begin to produce a sustainable income. If this failed then they would unavoidably be dragged into the process of more debts and more land sales. It seems for example, that when they made the agreement with Government in 1889, that survey costs would be held over for two years, they did so in the expectation that leasing income would be sufficient in that time to pay off those debts when they fell due.⁹

The Maori owners were therefore not simply passive victims of the land purchasing process. Instead there is evidence that they responded to circumstances and developed tactics designed to minimise their losses and protect as much land as they could. As will be seen, much of the evidence of land purchasing reveals these tactical attempts to limit Crown incursions and to find alternative means of using land to earn an income to pay off debt and avoid forced sales. The 'sale' blocks can often be identified by the early partition of a block into two parts. Very few owners were listed in the 'sale' part of the block, in order to facilitate the sale. The non-sale part of the block, then commonly had many more listed owners. As will be seen, in cases where 'sale' blocks were offered, the chiefs made efforts to establish a process they had consistently told Government they wanted followed in the Rohe Potae. This was that all the owners were involved in consensus-based decisions regarding the partition for sale, based on the needs of owners and a rational

9. Wilkinson memo, 23 June 1891, MA 13/78, NLP 91/163

consideration of the possible economic use of the land. Once the decision was made, representatives of the owners then made a public approach to the land purchase officer about the possible sale, with no attempt at secrecy. The sale was then discussed with the amount and location of the land marked out and understood. As will be seen, there is evidence of attempts to establish this process in the official records. These attempts were often obscured or misrepresented by land purchase officers, however, who were eager to claim credit for initiating all sales.

The Government decided to undermine this process by continued secret purchasing of individual interests, and all the tactics associated with this, such as forcing debts and discouraging leasing opportunities. The Government was determined to conduct purchasing on its own terms without allowing Maori owners any effective participation. As part of this, the Government sought to undermine and breakdown, chiefly and hapu authority over the land.

The process of Maori owners partitioning off 'sale' blocks began to occur quite early in purchasing, some months after the Government succeeded with the first secret purchases of interests. In August 1890, a group of owners proposed a partition to subdivide the Kopua 1 block. This appears to be one of the first tactical partitions into 'sale' and 'non-sale' blocks in the Aotea (Rohe Potae) district. The Ormsby family were large owners in the block and offered a 'sale' portion to the Crown for purchase. The court hearing for the proposed partition took place on 5 August 1890. The partition was largely made to cover court costs still outstanding in determining ownership of the block. The owners also knew that the Crown had secretly purchased some shares in the block. Wilkinson accurately suspected that the proposed partition would locate the area, represented by shares that were known to have been sold to the Crown, in the worst part of the block, at the bush end. However, in this case, Wilkinson reported that he was not unduly concerned about the proposal. He believed the Crown had gained in other ways. He reported that 'there are other shares the purchase of which is not known that are located in favourable position'. He felt it was also important that he had been:

able to establish my position in Court as representing the Crown in cases of subdivision of blocks in which shares have been bought without raising any antagonistic feelings between the owners and Govt For the time being, he believed he had achieved enough.¹⁰

In a longer memorandum, Wilkinson reported in more detail on the proposed partition. The Crown had actually done quite well out of it. He had purchased seven shares, assuming they were worth £133 10s 6d. However, when the interests were defined by the court, the shares were found to be worth £203 19s 3d. The Crown had therefore made £70 8s 9d over what it paid. He was confident that this was more than enough to cover the cost of surveys and the 10 per cent reserve for sellers. He admitted that the shares the owners knew about had not been allocated by any means in the best position on the ground. As was to be expected, it had been almost impossible to keep the sale of all interests secret. Wilkinson believed however, that tactically it would be best not to oppose the proposed subdivision. It

10. Wilkinson to Lewis, 6 August 1890, MA 13/78, NLP 90/255

was not a good idea to raise further antagonism to land purchase at this time, ‘they having frequently expressed their opinion that Govt was too hasty in commencing to purchase land before the numerous interests and shares were defined’.¹¹

The full implications of Crown preemption in the Rohe Potae had become clear to Maori owners by this time. They rightfully saw it as a real threat, not least in effectively undermining other sources of income, especially sources of sustainable income that would have prevented land sales. Ngati Maniapoto complaints to the 1891 Land Laws Commission and to the Government and Native Minister at this time, have already been described.¹² Leading owners, such as John Ormsby, also challenged the Government to buy up improved land or repeal the restrictions against private dealing. John Ormsby and John Hetet complained directly to the Minister that the Government was only interested in buying up large blocks of land for settlement, but they were not allowed to sell small areas of improved land privately. They challenged the Government directly, by offering a section of about half an acre of land in Otorohanga township for purchase. It had improvements on it, including the substantial two storey Temperance Hotel and outbuildings, and a butcher shop and other outbuildings and it was right beside the railway station. They offered to sell it to the Government for £700. They pointed out that they could not sell it privately because this was legislatively prohibited. Internal Government correspondence shows that officials advised the price was ‘absurdly high’ even though the local surveyor, Hursthouse, believed it was worth about £650. No reply was made to Ormsby for some time. After pressing for a response, he was eventually informed that the Government was only interested in land for settlement and not in buildings. The question of the owners being denied any other market, was not addressed.¹³

Even though the Government had succeeded in forcing Maori owners to make tactical partitions and offer some land for sale, it was still determined to continue with aggressive purchasing tactics to pressure further sales. In January 1891, Wilkinson sought and gained approval to begin purchasing, at an approved price, in the Turoto block, west of the Waipa River. At this time there was still close ministerial involvement in these decisions. Wilkinson intended to rely on secret purchasing, picking off interests where he felt owners would be most likely to sell. He reported that the: ‘Native owners in Rohepotae do not yet sell openly and in concert with others but each sells his own share as secretly as possible’. He also intended purchasing early in the court process. The relative interests of Turoto owners were still not yet defined:

so I quite expect that those who are amongst the first to sell will be those owners who have been put in through aroha or who have only small shares.¹⁴

Wilkinson also suggested that if prices had to be increased to gain sales, then the Government might be able to compensate by omitting reserves. Purchasing in the

11. Wilkinson memo, 6 August 1890, MA 13/78, NLP 90/255

12. Minutes of Evidence, 1891 Land Laws Commission, AJHR, 1891, sess ii, G-1

13. Correspondence, 1890–91, MA-MLP, box 29, NLP 90/105 and attachments

14. Wilkinson to Lewis, 27 February 1891, MA-MLP, box 43, NLP 97/66

block was slow and Wilkinson admitted this to Lewis in September 1891. It is quite clear that the owners were interested in leasing rather than selling and Wilkinson acknowledged this. He reported that some of the owners had signed a Maori document of lease to Arthur Ormsby for a temporary sheep run.¹⁵ By this time, as previously described, Lewis was having doubts about whether purchasing ahead of having interests defined was saving much time. He advised Native Minister Cadman against any more purchases in the Rohe Potae until interests were defined, but Cadman overruled him. If the land was within the railway area, then Wilkinson was to be instructed to purchase: 'The Court will soon sit there again and we can afford to run some little risk in purchasing at that price'.¹⁶

As explained further in the policy chapter, the slowness of sales resulted in suggestions of more aggressive tactics and possible sources of costs that might be used to force sales. In June 1891, for example, Wilkinson reminded the Native Minister of the two year time period that had been agreed before the owners would have to pay survey costs. This agreement had been made between the Government and Ngati Maniapoto leaders in 1889. This time was now up and Wilkinson advised that this should be taken advantage of:

It is very likely that a movement of that sort on behalf of Government, if not at variance with the arrangement above referred to, will have the effect of causing the owners to either give up portions of these blocks and possibly sell the remainder, or else to sell other blocks in order to enable them to pay their liabilities for survey charges.¹⁷

At the same time, it also seems clear that court records were in a chaotic state and the inaccuracies in them were a cause of concern. Wilkinson had noted mistakes in early 1890. In July 1891, Native Land Court officials at Auckland requested that purchasing cease for a while, until the lists were put in better order and corrected.¹⁸ It is not clear if the Land Purchase Department took any notice of this. Lewis' advice to the Minister, as in so many cases when he felt the information was of no consequence, was that the memorandum needed no reply.¹⁹

It seems clear that by October 1891, and in spite of the aggressive efforts with purchasing, officials felt that progress was too slow. Lewis admitted as much to the Native Minister, reporting that overall, there had been very little advance in purchasing in the Rohe Potae.²⁰ In their efforts to overcome this, officials sought to address the constant frustration they felt with the slowness of the Native Land Court in defining interests and individualising title. Lewis and Wilkinson agreed that the problem might be helped by seeking to have two land courts sit in the Rohe Potae. Lewis sought the assistance of the chief judge of the Native Land Court in

15. Wilkinson to Lewis, 22 September 1891, MA-MLP, box 43, LP 97/66

16. Lewis to Native Minister, 23 September 1891; Cadman to Lewis, 26 September 1891; the instruction was relayed to Wilkinson, 28 September 1891, MA-MLP, box 43, NLP 97/66 and attachments

17. Wilkinson memo, 23 June 1891, MA 13/78, NLP 91/163

18. MA 13/78, NLP 91/193

19. Note to Minister, 22 July 1891, MA 13/78, NLP 91/193

20. Lewis to Native Minister, 14 October 1890, MA 13/78, NLP 90/395

this. Preliminary research suggests he was successful and in late 1891 two courts were apparently sitting in the district, at Otorohanga and Kihikihi.²¹

Even as officials were showing signs of increasing desperation, it seems that Wilkinson's persistence was also beginning to achieve some results. The flood of sales he always confidently expected never really happened. Nevertheless, some large sales were beginning to take place by late 1891, even if they were not always in the most desirable locations for settlement. The reluctance of Maori owners to sell, had a great deal to do with the slowness of purchasing. To some extent, the tactics of secret purchasing over the whole district also contributed to the delays. It could, and often did, take years of buying up a few interests here and there, before a purchase officer had enough in any one block to justify making an application to the court to have the Crown's interests cut out. However, it was only at this stage that progress with purchases seemed really tangible.

It is beyond the scope of this report to cover every purchase in the Rohe Potae in detail. However, there are two relatively early purchases that appear to illustrate the processes by which Government land purchase policies were implemented in the district. The purchases also reveal the way in which the Government appeared to shut Maori owners out of participation in managing the process, and appeared to place the interests of government and settlers above possible duties to protect Maori interests. The purchases were of the large Taorua block in the southern part of the Rohe Potae district and the Wharepuhunga block towards the northern part. In the Taorua block purchase, Ngati Maniapoto leaders attempted to establish a process for offering a 'sale' block to the Crown for purchase and sought Government cooperation with this. In the Wharepuhunga block purchase, Ngati Raukawa wanted to protect their land from secret Government purchasing of individual interests. Both sales took some years before they were completed.

7.1 THE TAORUA BLOCK PURCHASE

In August 1890, the Government received a letter from Te Pamonga of Whanganui. He stated that when the Umukaimata and Ohura blocks went through the court they would be offered for sale so that the owners could support themselves.²² The need for cash was apparently motivated by Native Land Court and associated survey costs. In September 1890 another letter from Te Pamonga and others, informed the Government that the matter had been discussed with Taonui and other chiefs. According to the letter, all had agreed, including the entire Maniapoto tribe, about the Umukaimata and Ohura blocks. A boundary had been made defining the portions agreed upon. The court was due to hear the application on 22 September. The writers asked for Government support in the matter, as they were in difficulty on account of the land and because no one knew when these cases would end.²³ It seemed clear that the owners intended to sell some land to pay costs that were

21. See correspondence, MA-MLP, box 30, NLP 91/339; MA-MLP, box 61, NLP 91/264 attached to NLP 1901/95

22. Letter, 14 August 1890, MA 13/78, NLP 90/263

23. Letter from Te Pamonga and others, 15 September 1890, MA 13/78, NLP 90/336

causing them financial difficulty. This was an example of a 'sale' block being offered for purchase. The decision about the sale and what land would be sold had been reached publicly and by consensus. The Government was now being asked to assist in the process. There was no official reply to this letter. It was simply noted to file.

In November 1890, Te Pamonga wrote another letter to Lewis. He described how the Whanganui tribes had considered the sharp axes of the Government. They believed the sharpest of them were the imposition of stamp duty and the cost of land surveys. Te Pamonga informed Lewis that he was acting on behalf of the owners in the blocks previously mentioned. The blocks were partitioned and he had been given responsibility for the part that would pay the costs of survey. The balance would go to all the people. Arrangements would be made about the blocks 'before all the people' and when the arrangements were made he would then go and settle matters with Mr Wilkinson, 'and so make matters clear for both the Government and the Natives'. He asked for Government support in this approach. He informed Lewis that Wahanui, Whaaro and himself had made arrangements with their people for the partitions so some land could be set apart to pay expenses. The 2000 acres for such payment was in the Taorua block. He hoped there would also be sufficient for some land for himself for a little kainga and to make him free from difficulty. Again there is no comment on file and there is no record of any reply.²⁴ Lewis also apparently did not inform Wilkinson of this correspondence.

By this time Wilkinson had separately spotted a possible entry into purchasing in the blocks. In December 1890, he reported that the large Taorua block had come before the Native Land Court for subdivision. It contained some 50,000 acres. One subdivision was 6000 acres, with only seven owners listed. He had opened negotiations with them. Other subdivisions were still to be made and, 'I am endeavouring to get as few names as possible put in the order'.²⁵

Wilkinson wrote his report to make it seem as though he had taken the initiative. In fact, it is clear that this was the partition the Government had already been informed about. Wilkinson was excited about the opportunity. He felt it might be the breakthrough he wanted. He explained to his superiors that Wahanui had stated some time ago that he had not yet sold land because the portion owned by himself and his hapu had not passed the court. However, he had promised to sell some land when it did. The land that Wahanui and his people owned were the Taorua and Waiaraia blocks. Wilkinson now wanted to hold Wahanui to his promise to sell, and he believed that Wahanui seemed inclined to do so. In fact, Wilkinson knew that the seven owners of Waiaraia, already offered for sale, were specially selected to facilitate the transfer.

Wilkinson also reported that the subdivisions of Taorua were now complete. There were seven of them and the numbers of owners in each were so limited, there would not be much difficulty in completing the purchase if the owners wanted to sell. Wilkinson believed they would and had therefore asked for urgency in having the blocks reported on by the survey office. Wahanui had asked Wilkinson to meet

24. Te Pamonga to Lewis, 3 November 1890, MA 13/78, NLP 90/383

25. Wilkinson to Lewis, 12 December 1890, MA 13/78, NLP 90/399

him and other owners in the next week to talk the matter over and Wilkinson intended to do so. Wilkinson was very excited. He saw it as a great opportunity to make arrangements to acquire several thousand acres in the King Country. This was a real breakthrough and he felt that it should be taken advantage of. He was sending in the applications for the survey of the blocks at once.

Lewis was not so sure. He pointed out that the land was just outside the railway area, for which purpose purchase money was available. The land in question appeared to lie between the Mokau and Whanganui Rivers.²⁶ Lewis also advised the Native Minister of this and added that it was not likely to be useful for settlement for years to come. Mitchelson therefore instructed Lewis that the land should not be purchased, if it was outside the railway area and unfit for immediate settlement.²⁷ As a result, Wilkinson's applications for a report on the land and a survey were not actioned.

Wilkinson was extremely disappointed. He sent a long telegram to Lewis expressing his great regret. He believed that such an opportunity should have been taken advantage of. In addition, Wahanui and his people had been very helpful in assisting with the purchase, by, at his suggestion, only putting a few owners on the list of some blocks to make the purchase easier. By doing so they had also kept faith with the Government regarding their promise to sell some land. He felt that this kind of refusal was very damaging to land purchasing as it was likely to bring the Government's good faith into question. It was also likely to fuel the efforts of those who wanted Crown restrictions on alienations lifted. Lewis replied that the land had originally been excluded from the railway area for special reasons, but he agreed to put Wilkinson's telegram before the Minister when he returned.²⁸ Later correspondence revealed that the Government was unlikely to make much profit out of purchasing the land. It was part of an endowment area where the Taranaki Harbour Board had first call on the purchase money when it was sold. This was why it had been excluded from the railway area originally.²⁹

In January 1891, Wilkinson reported that Wahanui wanted a reply.³⁰ At about the same time, Lewis provided the Native Minister with more detail on the proposal. He advised that the subdivision offered for sale and the greater part of the block within which it was located appeared to be outside the railway area. The country seemed to be broken and isolated and out of the way of settlement. He was not sure whether purchase money should be spent on this sort of land. However, he had received a long telegram from Wilkinson, who felt that not buying it would have a bad effect on purchases in the King Country. As Lewis admitted, although Wilkinson had been supplied with deeds and the necessary funds for land within the railway area, 'he has been unable to make any progress worth speaking of in acquiring land for settlement'. Lewis suggested the survey office could perhaps advise on the purchase, without going to the expense of a survey.³¹

26. Wilkinson to Lewis, 19 December 1890; reply, 19 December 1890, MA 13/78, NLP 91/30

27. Lewis to Native Minister, 29 December 1890; reply, 29 December 1890, MA 13/78, NLP 91/30

28. Wilkinson to Lewis, 31 December 1890; reply, 31 December 1890, MA 13/78, NLP 91/30

29. Lewis to Native Minister, 11 February 1891, MA 13/78, NLP 91/30

30. Telegram, 23 January 1891, MA 13/78, NLP 91/30

31. Lewis to Native Minister, 26 January 1891, MA 13/7, NLP 91/31

Implementation of Government Land Purchasing in the 1890s

In late January 1891, Wahanui wrote to the Government himself. He had heard that the Government had complained that he opposed land sales in the Rohe Potae but he insisted this was not true. He had cut off portions of the Taorua and Waiaraia blocks for sale to the government. This was some 10,000 acres or more at 3s 6d per acre. He asked for an early reply about this.³² The rumours of complaints may well have originated with Wilkinson in his attempts to hold Wahanui to his promise. Native Minister Cadman replied in February, apologising for the delay, and denying that the Government had accused Wahanui of opposing land selling. He was pleased that Wahanui supported the sales of surplus land to the Government. Cadman assured Wahanui that in doing so, he would undoubtedly be much benefited:

You are however aware that although several large blocks have passed the Court and Mr Wilkinson has been supplied with deeds and the funds to purchase, very little progress in acquiring the land has been made due to the disinclination of owners to sell.

Regarding the blocks of land Wahanui had offered, Cadman regretted that they were outside the boundary of lands the Government had provided funds for. Mr Wilkinson should have informed Wahanui of this. Cadman explained that he was carefully considering with other ministers, whether funds could be provided before Parliament met. If this could be done, he promised to inform Wahanui.³³

The Native Minister also approved Lewis' suggestion that the surveyor general report his views on the blocks. As requested, the surveyor general reported on the basis of very little detailed information and without an inspection. He was not sure where the actual land offered for sale was located within the block. He felt it might be worth acquiring, however, as it was known that there was coal in the block itself. There was also some land in the block suitable for settlement. One part of the block had a frontage on the proposed new road from Waikato to Taranaki. He advised purchasing the whole block.³⁴ The matter went to Cabinet where it was discussed and the purchase of the whole block was approved.³⁵ On 3 April 1891, Sheridan informed Wilkinson that he was authorised to begin purchasing in the block.³⁶

At this stage the subdivisions of the Taorua block had orders for title made but not yet signed. The subdivisions were Waiaraia, Mangaroa, Taurangi, Mangakahikatia, Taorua, Waikaukau, and Pukeuha. The Survey Department also still had to produce a sufficiently accurate plan to place on the deed of conveyance.³⁷ The Native Minister nevertheless approved instructions for Wilkinson to begin purchasing, with a portion of the money to be retained until the blocks were surveyed and the areas ascertained. In the meantime, the purchase deeds were to be based on the lowest estimate of areas.³⁸

32. Wahanui to Government, 31 January 1891, MA 13/78, NLP 91/30

33. A J Cadman to Wahanui, 4 February 1891, MA 13/78, NLP 91/30

34. Note from Surveyor General, 9 February 1892, MA 13/78, NLP 91/30

35. Note of Cabinet approval, on MA 13/78, NLP 91/30

36. Sheridan to Wilkinson, 3 April 1891, MA 13/78, NLP 91/30

37. Correspondence, April 1891, MA 13/78, NLP 91/61

38. Lewis to Native Minister, 6 April 1891; approved by Native Minister, 6 April 1891, MA 13/78, NLP 91/61

It is clear that without consultation with the owners, and after only considering its own interests, the Government had unilaterally changed the whole basis of the purchase. The Government had only been offered some land within the blocks. It had decided, however, that its interests were best served by buying the whole block. Instructions, authorised at the highest level, were issued accordingly. This made a mockery of the notion of buying 'surplus' land. Wilkinson was expected to buy the land offered, but to also continue with secret individual purchasing throughout the whole block, undermining the authority and wishes of the chiefs.

Wilkinson met with Wahanui and Whaaro as soon as he received his instructions. With the aid of a rough tracing of the area, he explained to them that the Government proposed to purchase all the subdivisions of Taorua block and also the Waiaraia block. In fact the government wanted to buy all the land in the tracing at 2s 6d per acre. Not surprisingly, he reported of the chiefs that: 'They seemed rather astonished at the proposal'. He reported that they could not guarantee the sale of all the subdivisions, because if they were sold 'some of the owners would not have any land to live upon'. Wilkinson explained that the Government wanted to purchase all the land to save unnecessary expense with surveying dividing lines. He seemed unconcerned with the plight of owners. He reported that the interview was long and the matter fully discussed. It was, however, 'clear from what took place that it will not be possible to get them to part with all the land at the present time'.³⁹

Wilkinson also tried to persuade the chiefs to agree to sell more land, by arguing that the land they proposed to sell was a difficult shape. He explained that the Government would be more interested if an extra portion were added, making the shape more regular and therefore easier to survey. This was a remarkable assertion given the state of the survey at the time. Nevertheless, it is clear that the chiefs made an effort to accommodate some of Wilkinson's demands. On this point, they said they would go and discuss the matter and ask the opinion of the people actually living on the extra land Wilkinson wanted. It is clear from this that the chiefs were following their stated objectives of having sales that were agreed to by the owners. The chiefs met Wilkinson the next day and offered to try and get an agreement to add in the extra land. However, Wilkinson reported that there was a marked reluctance to part with more land than had been offered.

Wilkinson's remedy was to effectively suggest to his superiors that secret individual purchasing should be used to overcome this reluctance. In the blocks where the owners were most unlikely to agree to a sale he suggested, 'we could go on buying shares in each as opportunity offers and perhaps eventually acquire the whole of each block'. Senior officials agreed. Wilkinson was also instructed that no reserves would be allowed and the Government would follow the normal policy and pay the survey cost of the land it acquired.⁴⁰

Wahanui continued to act helpfully in the sale of the blocks that had been offered publicly for sale. He was apparently unaware at this time that Wilkinson also intended to purchase individual interests secretly. For example, senior officials

39. Wilkinson to Lewis, 10 April 1891, MA 13/78, NLP 91/61

40. Wilkinson to Native Department Under-Secretary, 10 April 1891; reply, 1 January 1891, MA 13/78, NLP 91/61

conceded that his offer that the whole payment could stand over until the survey was finished was 'extremely fair and liberal'. As a result of progress with this purchase, officials were more optimistic about purchasing operations in the Rohe Potae in general. In April 1891, Lewis advised the Native Minister that the prospects of land purchase in this 'much desired district' were now looking much better than before. He was again confident that 'when these blocks are acquired the ice will be fairly broken'.⁴¹

This purchase revealed that the Government was determined to decide on the pace, scale and methods of land purchase without real participation from Ngati Maniapoto leaders. Even when leaders offered surplus land for purchase, as the Government had requested, this did not mean the Government was necessarily prepared to cooperate with them. The Government was prepared to override their concerns and wishes in pursuit of its own ends and to undermine their carefully attempts to manage the sale process in order to do so. Where the land offered did not meet the extent of Government requirements, then the Government simply resorted to secret purchasing of individual interests to acquire the rest.

It is beyond the scope of this report to investigate the subsequent purchasing history of every subdivision of the larger Taorua block in detail. However, the way in which purchasing in the blocks was begun is a clear example of the way in which the Government subverted chiefly attempts to manage or even participate in the sale process. Instead, the Government authorised aggressive secret purchasing of individual interests in the subdivisions with little regard for the interests of Maori owners. This process, once started, continued in the subdivisions for many years.

It was not long before many of the problems associated with secret purchasing of individual interests began to emerge in the subdivisions. For example, in August 1891, a Native Land Court judge received so much criticism about the activities of the Land Purchase Department in the blocks, that he felt obliged to report the matter to the chief judge and note the criticism in his minute book. He found that it appeared certain that the boundaries of some of the blocks had been drawn up in error and did not follow the original court judgment when title was determined. As a result, about 6000 acres had been included in the Waiaraia block, instead of in the surrounding Umukaimata and Mohakatino Parininihi blocks. This appears to have occurred as the result of pressure to undertake surveys once a decision was made to begin purchasing as much land in the blocks as possible. The Maori owners were naturally very angry. In court, owners repeatedly accused the Government, through the Land Purchase Department, of having successfully swindled them of the 6000 acres. They alleged that no proper survey had been done that was sufficient to properly locate the boundary place names mentioned in court evidence and in the original awards. The judge also reported that they were 'exceedingly severe' in remarking that the plan of Waiaraia block had never been exhibited in court for objections, as provided by law, 'and they naturally blame the Land Purchase Dept for the indecent haste displayed in forcing forward the title'.⁴² Wilkinson attached a

41. Lewis to Native Minister, 21 April 1891; approved by Cadman, 22 April 1891, MA 13/78, NLP 91/61

42. Judge Gudgeon to the Chief Judge regarding the Waiaraia and surrounding blocks, 15 August 1891, MA-MLP, box 30, NLP 91/291 and attachments

copy of the judge's comments to paperwork concerning his completion of some of the purchases. In a covering letter to his superiors, his main concern was that officials should realise that in using the term 'indecent haste', the judge was quoting owners, not using his own words. Apart from that there is no comment on file on the allegations raised. Presumably, if the owners wanted to have the boundaries corrected they would have been obliged to seek redress from Parliament, a lengthy, expensive, and uncertain undertaking. Once the purchase was completed, the issue was of no further concern to the Land Purchase Department.

It is also clear from later evidence that Government purchase officers continued with secret purchasing even into subdivisions the chiefs and majority of owners had made considerable efforts to protect from sale. In 1895 for example, Wilkinson reported that he was attempting to move into the Pukeuha subdivisions, although the chiefs had intended to exclude these from any sales.⁴³

7.2 THE WHAREPUHUNGA BLOCK PURCHASE

The Wharepuhunga block purchase was an example of the type of purchase conducted by land purchase officers entirely against the wishes of the principal owners, in this case, a hapu of Ngati Raukawa. Officials first considered purchasing in this block in April 1890. At this time land purchase officers had still made little progress in purchasing and officials remained desperate to 'break the ice'.⁴⁴ In reporting on the land in the block, Hursthouse found that the quality was variable. The block did however contain some excellent land for potato crops, some useful bush, and some developed pasture land. There was evidence of a considerable number of Maori settlements, Aotearoa for example, and cultivations and associated activities. The Maori owners had several hundred acres under crop and fenced, as well as grass pasture land. Nevertheless, Hursthouse advised that the purchase price should be set at no more than 2s 6d per acre.⁴⁵ Lewis agreed. He believed that a price of 3s 6d per acre (which presumably was closer to what he actually thought the land was worth) would result in a loss to the Government, as the non-sellers would undoubtedly 'swallow up' the best part of the land.⁴⁶ In effect, the Government had realised that the only way it would be able to buy land was through secret purchasing. It therefore decided to keep the price low to protect its own interests from any losses associated with this.

When the principal owners realised the Government was interested in purchasing in the block, they immediately sought to have the land protected from sale. In August 1890, they wrote to the Government asking that the land be placed under restriction under the Lands Frauds Prevention Act.⁴⁷ This presumably referred to

43. Correspondence, MA-MLP, box 38, NLP 95/368

44. Correspondence, April 1890, suggested as possible purchase by W H Grace – decision approved by Native Minister was to have surveyor's report done, MA-MLP box 61, NLP 90/71 attached to NLP 1901/95

45. Report and tracing by Hursthouse, MA-MLP, box 61, NLP 90/259 attached to NLP 1901/95

46. MA-MLP, box 61, NLP 90/260 attached to NLP 1901/95

the Native Lands Frauds Prevention Act and amendments which included provisions requiring commissioners to be satisfied that Maori owners in a block had sufficient land left for their occupation and support before further sales could be made.⁴⁸ In September, Lewis, with the approval of the Minister, informed them that they had written to the wrong branch of Government. He replied that applications for restrictions had to be made to the Native Land Court. The next day, Lewis instructed Wilkinson to begin purchasing in the block at 2s 6d per acre. The individual shares were calculated to be worth £16 18s each. Officials knew that there had been a survey problem resulting in an overlap in estimated land, between the Wharepuhunga block and a nearby block. Lewis simply instructed Wilkinson not to generally notify the price until the matter was rectified. In the meantime, sellers were to be told that once they sold they would have no further claim. In a further memorandum, Lewis clarified that there would be 10 per cent reserves and this had been taken into account when the price was set. This was approved by the Native Minister.⁴⁹

Secret individual purchasing in the block was unwelcome. In February 1891, Rangitutia Wehou, whom Wilkinson recognised as one of the principal owners, wrote to him and asked him to stop paying for shares in the Wharepuhunga block. He told Wilkinson that the people he was giving money to had only been put in the list of names through aroha. They had no real title to the land. The only title they had was because Wehou's people had shown affection to them because of their connection to an ancestor who owned the land. Those people had never lived and their fires had never burned on the block. Wehou reminded Wilkinson that the law recognised permanent occupation as the strongest claim. He asked him to stop giving money to those people and to pay attention to his letter. In a covering memorandum to Lewis, Wilkinson acknowledged that the writer was one of the leading men of Ngati Raukawa and one of the principal owners in the Wharepuhunga block. The owners who had sold interests so far nearly all belonged to one hapu called Ngati Paretekawa. Wehou had probably heard about this and it was them he was referring to. Wilkinson acknowledged that he was probably right. Nevertheless, there was nothing official to say so, as it had not been determined by the court. It would be out of place for a land purchase officer to say who were the big or small owners. Wilkinson maintained that this was simply another case of the court's inadequacy of the court in not determining relative interests when the lists of owners were passed.⁵⁰ However, he was prepared to use the advantage this gave him in buying up small owners.

There was no Government consideration of the need to protect Ngati Raukawa rights and interests as a result of this letter. Instead official discussion of the letter centred on the risk it indicated that the Crown might be running in purchasing before interests were defined. Lewis explained to the Native Minister that in all

47. Letter from Whiti Patato of Aotearoa, 7 August 1890, MA-MLP, box 61, NLP 90/294 attached to NLP 1901/95

48. For example, Native Lands Frauds Prevention Act 1881, s 6 and 1888 Amendment s 4

49. Correspondence, September 1890, MA-MLP, box 61, NLP 90/296 attached to NLP 1901/95

50. Memo from Wilkinson with attached letter, 13 February 1891, MA-MLP, box 61, NLP 91/37 attached to NLP 1901/95

such cases, the Crown ran the risk that when shares were settled they might be worth less than was supposed. However, so far they had made no loss in this way. He felt that since unfortunately so little progress had been made in Rohe Potae purchases, the risk was therefore not worth mentioning and no notice need be taken of the letter.⁵¹ It was typical of Lewis, that when Maori owners raised issues of Government protection of their rights, and this conflicted with Government interests, he simply advised that they should be ignored. There is no record of any acknowledgment or reply to this letter.

Although Wilkinson was quick to claim he should not become involved in determining the value of an individual's share when a known non-seller asked for assistance, he managed to overlook this point when he was offered a share from a man he knew had very slight interests in the block. He knew the man might well lose his claim to interests when they were properly defined. In spite of his instructions, he therefore refused to buy the man's share when it was offered because he was certain that the Crown would almost certainly lose on it. Senior officials were concerned about this because of the matter of principle. Native Minister Cadman was not worried and instructed that Wilkinson should be assured his instructions were not in 'cast iron' and he 'must use a little discretionary power when he is aware that interest being acquired may be likely to be a smaller one than that of other owners'.⁵²

In April 1891, the Government also received an offer from William Moon. This was the same individual who had been closely involved with W H Grace in land purchase activities in the Taupo area. As already shown, the dubious nature of these activities had been revealed in a subsequent inquiry into the Tauponuiatia block.⁵³ Moon informed Wilkinson that his wife and son and 15 others of her hapu were amongst the largest owners in the Wharepuhunga block and if they sold others would follow. They objected to the price of half a crown per acre and wanted more. However, if this was not possible then he offered to get them to sign if he was paid a bonus of £5 per signature. Wilkinson reported that, at his suggestion, Mrs Moon and the others had already applied for a partition of their interests and he had posted the application to the Auckland Native Land Court that day. If the application could be dealt with by the court sitting at present then:

I think there would be a general burst up of Wharepuhunga block as other hapus would also go in for subdivisions and then we should have blocks with smaller and fewer owners and defined interests.

Wilkinson believed Mr Moon's suggestion of £5 per signature was absurd, but felt it was his duty to report it.⁵⁴

It is not clear from preliminary research what the connection between the Moons and Grace brothers was. However, it seems they had joined forces in the Rohe Potae, much as they had already done in the Pouakani blocks in the Taupo area.

51. Correspondence, February to April 1892, MA-MLP, box 61, NLP 91/37 attached to NLP 1901/95

52. Correspondence, March to April 1891, MA-MLP, box 61, NLP 91/67 attached to NLP 1901/95

53. MA-MLP, box 26, NLP 89/240 and attachments

54. Wilkinson to Lewis, 28 April 1891, MA-MLP, box 61, NLP 91/264 and attachments to NLP 1901/95

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They also expected to gain financially from their activities. It seems highly possible that they were indulging in many of the tactics they had used previously in the Pouakani blocks as well. This time however, it seems that Lawrence Grace took the most active role. By August 1891 he had apparently organised a system of buying up the signatures that Wilkinson needed. In his eagerness to buy, Wilkinson seems to have been happy to go along with this. However this time, Grace and Wilkinson made sure that they had Government authority before they conducted their activities.

In August 1891, Lawrence Grace contacted the Land Purchase Department. He offered the assistance of himself and Ngakura te Rangikaiwhiria to obtain the signatures of about 100 of the owners in the Wharepuhunga block. The price offered had to be right and they wanted a bonus for the signatures. At the time, only 29 of 991 owners had sold shares. Senior officials were willing to consider the scheme. Lewis advised the Native Minister that if:

the chiefs could get the majority to sign it might be worthwhile to pay them so much per signature – say half a crown, but that is the extent to which I think the Govt should go.

Cadman approved this, but with the proviso that the offer would last for only two months. Wilkinson was more dubious. He pointed out that the Crown now risked not only losing when interests were defined, but the premiums paid as well. Nevertheless he obeyed his instructions and informed Grace and Ngakura that the Native Minister:

has authorised bonus payment of two shillings and sixpence (2/6) for signatures obtained during two months through the agency of Ngakura, or any other chief who influences his people to sign.⁵⁵

Ngati Raukawa owners were becoming increasingly concerned by this time, and made another plea for Government protection in August 1891. A letter from Hapeta Inurangi and 33 others tried appealing to the Government's own self interest. They pointed out that interests in the Wharepuhunga block had still not been defined and the shares would not be equal. If the Government persisted, it would be likely to incur losses, as it was known that many of the sellers had very small interests. Again, in considering this, officials were only interested in the possible loss to the Crown. Lewis reminded the Native Minister that it was not absolutely safe to purchase interests in any blocks where shares were not defined and Wharepuhunga was no exception. However, the Government had to run the risk or await the tardy operations of the Land Court, and they had generally come out all right. This was noted as seen by Cadman and filed. Again no effort was made to acknowledge the letter or reply to it. Ngati Raukawa concerns were simply ignored.⁵⁶

Meanwhile Wilkinson, Lawrence Grace, and Ngakura sought approval to make a three week trip between Otorohanga and Taupo to collect signatures. Being a

55. Correspondence, August 1891, MA-MLP, box 61, NLP 91/264

56. Correspondence, August 1891, MA-MLP, box 61, NLP 91/264 attached to NLP 1901/95

Justice of the Peace, Grace was also able to officially attest to signatures when they were collected. Their travel and expenses were approved by Lewis and the Native Minister in September 1891. At the same time, Wilkinson was collecting signatures on applications for court hearings that he had filled out himself. He then posted the applications himself to the Native Land Court. Wilkinson asked his superiors to have these hearings gazetted for the present sitting of the court. This would make purchasing easier. He also explained that once one application was heard, he was sure others would follow. A hearing would also bring in owners and that would save on travel in obtaining more signatures.⁵⁷

To assist with purchasing, Lewis also sought information on what costs could be charged to the owners of the Wharepuhunga block, in order to increase pressure for individuals to sell. In September, the Auckland Native Land Court informed Lewis that unpaid court fees for hearings in the whole Rohe Potae block during the last five years should indeed be apportioned over the various divisions. Part of this would be charged against the Wharepuhunga block. A statement was being prepared showing the amount of fees unpaid, so this could be done. In addition, a survey lien of £562 10s had been registered against Wharepuhunga. Lewis was obliged to inform court officials however, that the owners had paid some of this and the total amount had to be reduced.⁵⁸

In late September 1891, Wilkinson reported that he had been obliged to cut short part of the trip to collect signatures because Lawrence Grace had other urgent work assisting with the preparation of lists of owners for another block. Nevertheless, Wilkinson intended to finish the trip as soon as possible and he had managed to collect eight signatures at Hingaia and seven at Maungaorongo. His report was passed on to Native Minister Cadman. Attached correspondence shows that bonuses were in fact paid to chiefs who had assisted with obtaining signatures.⁵⁹

Wilkinson also reported that, as suspected, there was an overlap in the acreage of Wharepuhunga and another block. The correct area of Wharepuhunga was now known to be some 133,706 acres, instead of 135,000. This reduced the value of a share from £16 18s to £16 17s 3½d, but as it was not much he had not bothered to alter the money being paid.⁶⁰ Wilkinson apparently continued seeking signatures for the block, including those of owners who lived well outside the district.⁶¹ As previously, he targeted those individuals whom he felt were most likely to be tempted to sell secretly.

In May 1892, Ngati Raukawa owners appealed to the Government again. This time they gave up appealing to Government self-interest and openly asked for protection for themselves. The letter was dated 2 May 1892, and addressed to the Native Minister from about 70 men and women of Raukawa. In the letter they told

57. Correspondence, August to September 1891, MA-MLP, box 61, NLP 91/264 attached to NLP 1901/95

58. Memo from Native Land Court Auckland and annotations regarding payment of survey lien, 9 September 1891, MA-MLP, box 61, NLP 91/295 attached to NLP 1901/95

59. Memo from Wilkinson, 21 September 1891; note, 21 July 1892, re bonuses on NLP 91/311 on NLP 1901/95 on MA-MLP box 61

60. Memo from Wilkinson, 22 September 1891, MA-MLP, box 61, NLP 92/50 attached to NLP 1901/95

61. Wilkinson to Sheridan, 26 May 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95, re mention of a Wellington deed

the Minister that they and their hapu were the principal owners in the Wharepuhunga block. They wanted the Government to stop purchasing because it was the only land they had. If the Government persisted, most would become landless. They described how they had already written a number of letters to the land purchase officer, to the Under-Secretary and to the Native Minister, and none had been replied to. If the Government persisted with the purchase then its action would be regarded as unjust. The Government was taking advantage of those who wanted money to spend and did not think of the future. The Government was supposed to be protecting Maori and this hapu was asking for protection in this instance. They declared that the letter conveyed the wish of the majority of people, especially those who were most concerned with the future and with the well-being of their hapu, that they should not become landless. They asked that the provisions and protections of the Native Lands Frauds Prevention Acts Amendment be made applicable to the purchase of native lands by the Government, so that the same law governed the purchase of land for both Government and private Europeans alike. The writers also did not want the Government to start purchasing in any block before title was ascertained. Until that was done, the extent of each owners share was not known, and this was the case with Wharepuhunga. The Government had begun purchasing in this block before it had been through the Native Land Court and before the court issued orders. They argued that the proper course, according to the law, was to allow three months to lapse after the passing of the court decisions to see if an application for rehearing was made, and to wait until an order had been issued by the court. This law should apply to the Government in the same way as it applied to other Europeans.

Sheridan commented on this letter that the Native Minister had replied to it verbally at the meeting at Kihikihi.⁶² This was a reference to a recent visit by the Minister to the district where many Maori owners had aired their grievances. More research is required on the series of meetings between ministers and owners that took place in the Rohe Potae over these years. It seems, however, that as previously, the Government made general assurances at these meetings that did little to alter the course of land purchasing as it was being implemented.

The Native Land Court hearing on the Wharepuhunga block was held from April to May 1892. The hearing resulted from an application for a partition of the block. The partition application was supported by Ngati Raukawa owners, apparently in an attempt to have the Crown interests cut out and to protect the rest of the block. The Crown successfully opposed a hearing on a partition, however, on the grounds that no certificate of title had been issued due to an outstanding survey lien. The Crown argued that as a result, technically the court could not make a partition without a title, but could only define interests. The court agreed. The hearing then became one to define relative interests. This was quite a different matter to what Ngati Raukawa owners had expected and wanted.

Wilkinson reported on the Land Court hearing in some detail. By this time he and W H Grace appear to have fallen out. Wilkinson noted that W H Grace was now

62. Men and women of Ngati Raukawa to Native Minister, signed by 70 people, 2 May 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

actually acting as agent at court for the non-sellers, Ngati Raukawa. Grace had also criticised Crown purchasing activities in the Wharepuhunga block in court. When informed of this, Sheridan simply noted that it was W H Grace who had originally suggested purchasing in the block, when he was still a Government land purchase officer. Wilkinson was also quick to report the allegation made on oath by a witness in the case that W H Grace had coached the same witness to give false evidence in the Maungatautari case in 1884.⁶³

Wilkinson reported that after preliminary arguments, five cases had been set up for hearing. Four of these were by the sellers and one by the non-sellers or King supporters, Ngati Raukawa. Ngati Raukawa had claimed rights of ownership over the whole block and a greater share of interests in it than anyone else. The court had been asked to define interests not in acres, but the proportionate share in the whole block each individual was entitled to in cases where they had not already been defined by mutual arrangements outside of court. Wilkinson originally intended to represent all four seller cases. In the end however, he decided to allow them to fight independently, as the cases were based on separate arguments. Each case was conducted by an agent at court, or Kaiwhakahaere, who was being paid by Maori themselves.

Wilkinson decided that it would be better not to push for the court to go on and make partitions after interests were defined. He had objected to a partition originally and he decided that to push for one after interests were defined would be likely to cause unnecessary animosity. After the hearing he would at least be purchasing defined shares and he felt this would now assist him. He hoped that those who had received smaller shares might sell out of disappointment and chagrin, while those who had received larger shares might well be tempted to sell them for the extra money. He was aware that Ngati Raukawa from Kapiti and Otaki were represented at the hearing. He believed that out of compliment to them, local Ngati Raukawa might offer them equal shares. In that case they might sell them as soon as they returned to their homes. Wilkinson was confident that in six months time he would have a much larger area than he had already purchased so far. This would mean he would then be in a much better position to have the court partition out the Crown's interests.⁶⁴

Mr Moon contacted the Native Minister, immediately the hearing finished, and asked for help with expenses associated with the hearing. Wilkinson advised the Native Minister that the sellers had been at pains to prove their case in court, at considerable expense. Their expenses included court fees, travel, food and the court agents' expenses. Their actions were not entirely altruistic. They did have something to gain with minors' interests and their share in reserves. However, this was not a huge incentive and they had greatly assisted the Crown. In return, he had paid their court fees and an allowance of up to £10 which he felt was fair.⁶⁵

63. Wilkinson to Native Minister, April 1892; 7 April 1892, MA-MLP, box 61, NLP 92/112, attachment to NLP 1901/95

64. Ibid

65. Memo from Wilkinson, 28 April 1892; letter from Moon, 20 April 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

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The court gave its judgment on the Wharepuhunga block in late May 1892. Mr Moon immediately telegraphed the Minister to complain that they were out of pocket as a result.⁶⁶ His relatives had been awarded shares worth 1722 acres but had only been paid for the equivalent of 786 acres. He asked the Government for help with this, and with expenses and costs. In return, he offered further assistance with the subdivisions of the block.

The Native Minister telegraphed Wilkinson for details of the judgment. Wilkinson reported that the total number of owners in the block had been reduced from 991 to 954 because of duplicate names on the lists. The court had found the shares were unequal. It found a full share represented just over 287 acres. 159 owners had sold to the Crown before their interests were defined, including those who had signed a Wellington deed, for owners living in that district. The total area acquired from this had been found to represent 17,038 acres. The Government had purchased under the assumption that the shares were equal. On that basis one share would have represented about 134 acres. 159 shares would have therefore represented 21,454 acres. The Crown had in fact ended up with 4416 acres less than this. At 2s 6d this represented a loss of £552. Overall, the Crown had therefore lost by buying before interests were defined. Although it had made an overall loss, within the shares it had purchased, the Crown had made some gains and some losses, according to what an individual's share was determined to be worth. According to Wilkinson, most of the loss had occurred through the court only awarding one-quarter shares to Ngati Te Kohera and Ngati Parekaawa hapu, among whom Wilkinson had purchased about 70 shares during his trip to Taupo in the previous October. Ngati Raukawa who lived at Otaki and Kapiti, among whom Wilkinson had also purchased, had also been awarded one-quarter shares.⁶⁷

Mr Moon continued with his efforts to win more expenses from Government. He wrote another letter to the Native Minister in May, explaining how he and Mrs Moon had fought what was really the Government case and had incurred expenses over £60. This time he had attached a note from Native Land Court Judge Gudgeon, who had presided at the hearing. Moon claimed this note bore out his contention that if he had not fought in court, the Government case would have been thrown out and as a result it would have lost most if not all of the money advanced to the Maori owners. Gudgeon had written in part:

I say distinctly Mr Moon has not exaggerated but for the stand taken by Areta Karaiohira (Mrs Moon) the Kapiti people would in many cases have come in as large owners and a full share in such case would have been much smaller than it now is. The Kotuka family were the only anchor the govt had.⁶⁸

In further reports on the case, Wilkinson confirmed that overall the Crown had lost 4416 acres or £552 after definition of interests. He agreed that Mrs Moon's people had definitely helped the Government case in court. They had already sold

66. Letter from Moon, 21 May 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

67. Wilkinson to Sheridan, 26 May 1892, NLP 92/112 attached to NLP 1901/95 in MA-MLP box 61

68. W Moon to Native Minister, 16 May 1892; W Moon to Native Minister, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

their interests but had fought their case well. In fact they had caused the Government to gain £115 7s 10d on their interests where it might otherwise have lost £39 16s. (The Government paid them about £16 per share but the court defined their interests at the equivalent of about £35 per share. This made a profit for the Government, on their particular shares, of £115.) Wilkinson did not believe they were entitled to anything extra under the recent agreement they had made with the Native Minister at Kihikihi however. That had been based on the Government making an overall profit, in which case it would have been used to make up the difference for those who had been paid less than they were later found to be entitled to. However, as there was no overall profit, they were not now entitled to anything. Wilkinson denied that the Government would have been thrown out of court without their help, but he agreed they did fight well and it was hard on them that now they were out of pocket.⁶⁹

Sheridan noted to the Native Minister that Mr Moon was the kind of person 'to whom a Govt Land Purchase Officer should give a very wide berth'. Under the circumstances however, he advised that Wilkinson should be authorised to pay Mrs Moon the difference between what was paid at the time for her share, and what had been found to be its present value. He advised this should be paid as a remuneration for services and should be paid only to Mrs Moon individually. Cadman approved this, while noting that the Government loss should be pointed out to Wilkinson. Wilkinson reported that he had offered to pay Mrs Moon the amount authorised, but she refused to accept it.⁷⁰

It is clear from official correspondence that the Moons thought they were entitled to more than they were getting. Much of what happened between them and the land purchase officers and others such as L M Grace was obviously not recorded. Further correspondence contains requests from Mr Moon for more generous consideration of their services and also complaints from other Maori about the payments rumoured to have been made to the Moons. In reply to one such complaint, the Native Minister denied the Government had paid any extra consideration to Mrs Moon for shares sold to the Government before the interests were defined, although he did admit that a small payment had been authorised for her services and expenses regarding proceedings in the Native Land Court.⁷¹ As the Government had indeed been paying bonuses and the payment for services was a thinly disguised compensation, this was barely truthful.

Wilkinson carried on purchasing in the block as opportunities arose. It was April 1894 before the Crown's interests were partitioned out. The court partitioned the Crown's interests as Wharepuhunga 1 block of 37,767 acres. (The Crown had been awarded the equivalent of 17,038 acres in 1892). The balance of the block, called Wharepuhunga 2, went to the non-sellers. Wilkinson immediately had a deed made up so that he could start purchasing in the number 2 block. This time there were to be no reserves.⁷²

69. Wilkinson to Sheridan, 29 May 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

70. Sheridan memo and Cadman approval, 9 June 1892; Wilkinson memo, 14 July 1892, MA-MLP, box 61, NLP 92/112 attached to NLP 1901/95

71. Mr Moon to Native Minister, 24 June 1892; A J Cadman to Te Maketu, 18 August 1892, MA-MLP, box 61, NLP 92/113 attached to NLP 1901/95

Implementation of Government Land Purchasing in the 1890s

In 1894 the Moons were still trying to get extra reimbursement from the Government for their losses. Wilkinson and Sheridan were both sympathetic to Mrs Moon's request for a refund of the money she had originally contributed for the original survey of the block. This had been collected by the owners to avoid indebtedness to the Government. As previously explained in the chapter covering reserves policy, as a seller she would not normally have had to pay survey costs. However, the owners in this block, in common with those in many other blocks, had sought to avoid debts by paying at least some survey costs as soon as possible. She had contributed to this before she had sold her interests. Officials recognised that she had also been very helpful in the court hearing defining interests. Wilkinson strongly recommended some assistance for her. As the refund of survey costs might set a 'troublesome precedent', Sheridan advised a 'gift' of a similar amount instead. The Minister of Lands, McKenzie, approved a payment of £5 15s for services in connection with Wharepuhunga block. Wilkinson pointed out that this was too much, if it was supposed to be equivalent to what she had paid towards the survey lien. However, as it was a gift, he supposed it probably did not matter. Sheridan however, instructed Wilkinson to pay only what was needed 'to get shot of her'. She was eventually paid about £3.⁷³

In December 1894, surveyors began work on cutting up the Crown block for roads and settlement. Wilkinson and the surveyor had decided between them the best location for any reserves, in accordance with Government policy. Any requests from sellers as to their preferred location were resisted if they appeared to interfere with Crown interests or the interests of settlement.⁷⁴

By 1907, the Stout–Ngata commission reported that the Crown had acquired 54,311 acres in the Wharepuhunga block (after deducting a reserve of nearly 4000 acres made out of the purchased land).⁷⁵ The Maori owners still held 76,955 acres, including the reserve already mentioned of 3776 three-quarter acres. The report noted that most of the Maori owned land in the block was owned by Ngati Raukawa. They maintained close links with Waikato iwi and opposed having their land dealt with in any way by the 1907 commission: 'They desire to be left alone to do as they please with the land'. They also had very little other land than what they owned in the Wharepuhunga block. According to the 1907 report, 'The insufficiency of other lands was taken into consideration by the Land Purchase Officer (Mr W H Grace), who would not negotiate for the purchase of this block'. However, the report made no mention of the land purchase activities of Wilkinson and L M Grace in the block.

The 1907 commission recommended that a further area of 27,000 acres in the Wharepuhunga block should be sold. This included two subdivisions that the Land Court had found were owned by a section of Ngati Tuwharetoa of Taupo. The commission believed that Ngati Tuwharetoa had sufficient other lands and was unlikely to ever utilise these subdivisions, so they would be better sold. The

72. Correspondence, April 1894, MA-MLP, box 61, NLP 94/82 attached to NLP 1901/95

73. Correspondence and file notes, July to September 1894, MA-MLP, box 61, NLP 94/122 attached to NLP 1901/95

74. Correspondence, MA-MLP, box 61, NLP 94/414 attached to 1901/95

75. Supplementary report on native lands, AJHR, 1907, G-1d, pp 1–2

commission also recommended the leasing of some of the land, including the reserve. The commission recommended that the rest of the block should be left for the Maori owners to use.⁷⁶

The process of the practical implementation of Government purchasing has been covered in some detail for the above two blocks in order to show the way in which the Government began implementing purchasing regardless of Maori wishes. These two purchases are relatively well documented because they were some of the first large purchases the Crown undertook. Once purchasing began in these two blocks, it is also clear that the Crown continued trying to buy up more land in them wherever possible and over a number of years if necessary. It has not been possible to investigate all Crown purchases in the 1890s in the Rohe Potae (Aotea block) in the same level of detail. It seems possible given the filing system used, that a more intensive search of later records of the Land Purchase Department, say from 1901 to 1920, than was possible for this report, could well reveal later purchases that were also well documented. However, a brief investigation of further Crown purchases in the district in the 1890s, indicates that Crown purchasing appears to have followed much the same pattern set by these early purchases.

7.3 CONTINUED PURCHASING IN THE AOTEA (ROHE POTAE) BLOCK IN THE 1890s

There were some administrative changes in Crown purchasing in the Rohe Potae (Aotea block) during the 1890s and there was a period in the mid 1890s when attempts were made to increase the pace of purchasing. Nevertheless, official correspondence on later purchases reveals much the same tactics and policies that were apparent in the earlier purchases. As will be seen, Wilkinson continued to secretly purchase individual interests in any block he could. These purchases often took years, but Wilkinson's local knowledge and his sheer persistence achieved some success. In addition, there were a significant number of 'sale' blocks offered by owners, usually to pay off costs and debts. As had happened with the Taorua block, the Government often treated sale offers as a means of entrance into a wider block for continued secret purchasing. In the process, Government consistently ignored and undermined Maori wishes to establish a managed system of choosing and offering land for sale. The wishes of Maori to participate in new alternative economic opportunities were also apparently ignored.

There are many examples of the continuation of these kinds of purchases in the district in the 1890s. For example, in early 1892, purchasing began in the Kakepuku blocks. Progress was difficult as the owners were reluctant to sell and indeed the process took many years. At each stage the owners made efforts to reduce their losses and to save their most valuable land, even if they had to sell some less valuable areas to do so.⁷⁷ Wilkinson apparently managed to begin purchasing in the

76. Ibid, p 2

77. MA-MLP, box 62, NLP 1901/96 and attachments

block in the first place because he found an owner who had large debts and wanted to pay them off to save her other land.⁷⁸

The use of charges and costs remained an important tactic and the Government did little to offer assistance unless forced to. In 1894, for example, owners in a block were threatened with having to sell land to pay off debts from remaining survey liens. In this case W H Grace came to their assistance (one of the owners was his wife). He suggested that some of the charge might be paid off by the outstanding compensation money due when some of the land had been compulsorily taken for the railway. The compensation money had been awarded in 1890 but had still not been paid for reasons Grace did not make clear. However, after some persistence he was successful in having it paid so that it could be put towards paying off the survey lien. He also argued that any interest due on the lien should be offset by interest due on the compensation.⁷⁹

The tactical battles in manipulating the Native Land Court process also continued. Wilkinson did not always get his own way. There were times when owners successfully outmanoeuvred him. For example, in 1892, Wilkinson complained that the court definition of interests in the Takotokoraha block, and in nearby Waiwhakaata, had taken place when he was absent. The owners had proposed a partition and succeeded in having it heard while he was out of the district. As a result, when overpayments and underpayments were taken into account, the Crown had lost a total of £9 12s 11d. Due to his absence, 'it was not possible for me to take any steps to prevent the interest acquired by the Crown suffering at the hands of the Natives'.⁸⁰ From preliminary research, it is difficult to say how significant these victories ultimately were. They seem to have been won against the trend. As previously shown, officials had significant advantages in being able to effectively manipulate the court process.

By 1894, Government land purchase officers were also beginning to make progress in the Kawhia area. It seems clear that much the same tactics were used as had been developed earlier. The Native Land Court issued a judgment in August 1894 on the Taharoa block. This had been claimed by Ngati Maniapoto and Ngati Mahuta. Ngati Mahuta were dissatisfied with the result and asked the Government to hold off from purchasing in the block while they took their case to Parliament for redress. Sheridan ignored this and issued instructions to purchase anyway, on the basis that the court decision was final. As soon as the court had partitioned the block between sellers and non-sellers, the Government began purchasing, including attempted secret purchasing in the non-sale block. This proved difficult because the owners had developed the land into pasture and it seems to have been one of the few areas where Maori owners had been successful in obtaining good rents from leasing. However, with determination, and the help of survey liens and interest on them, Wilkinson was able to report in 1898 that a partition (Taharoa B, section 2) had been awarded to the Crown by the Native Land Court. This was made up of shares purchased representing about 6297 acres, plus survey liens and interest of

78. Wilkinson to Sheridan, 22 December 1892, MA-MLP, box 62, NLP 92/213

79. Correspondence, MA-MLP, box 61, NLP 1901/96 and attachments of 1892–1894

80. Wilkinson to Sheridan, 26 September 1892, MA-MLP, box 34, NLP 94/75

£58 18s. The non-sellers' share of this was £12 5s which at 3s 6d per acre represented just over 60 acres. The total awarded to the Crown was therefore just over 6357 acres.⁸¹

The Government even appears to have attached little significance to gestures of goodwill or good faith by Maori owners. For example, in 1899, non-sellers were partitioning their interests in Te Kumi block. They gifted an acre surrounding the Te Kumi railway station to the Crown. They believed the present station area was too small and gave the land so that everyone in the district would benefit. When officials were notified of the gesture, they simply ignored it. There is no record of any acknowledgment on file.⁸²

There were some administrative changes in land purchasing during the decade. In 1893, the Land Purchase Department was moved from the control of the Native Department to the Department of Lands. The Minister of Lands, McKenzie, took much the same close interest in the purchasing of Maori land in the Rohe Potae, as previous Native Ministers had done. In June 1893, for example, he instructed that all papers and questions regarding native land purchase were to be brought before him.⁸³

It seems that by the mid-1890s, the effects of some land purchasing policies were also having an impact on the Crown. For example, the policy of purchasing in any block possible, and of cutting out Crown interests for tactical reasons, apparently also resulted in the Crown acquiring pockets of land spread throughout the district, not necessarily useful for settlement. For example, in the printed return of lands leased and purchased for 1894, the Surveyor General, Percy Smith, noted with regard to the Rohe Potae lands that:

It may be found advisable not to do much – beyond meeting urgent demands – in the way of settling lands acquired in the King country (Rohepotae) until some further progress has been made in the purchase of the intermediate and adjoining blocks.⁸⁴

This may have been one reason why, in late 1894, Seddon appears to have decided to re-energise and rationalise purchasing in the district. In October 1894 he requested the Minister of Lands, McKenzie, to take steps to increase the number of land purchase officers and to give all of them instructions to purchase land as near roads and settlements as possible. He also instructed McKenzie to review prices if that might possibly achieve more sales. Seddon was confident that, with the recent increase in money available for purchasing and recent legislation, more land might be purchased in the district in the coming year than in any previous year: 'this year we ought to break the record'.⁸⁵

There were some attempts to rationalise and review prices the Crown paid for land.⁸⁶ This has already been described in some detail in the previous chapter on

81. See correspondence, MA-MLP, box 49, NLP 98/101 and attachments

82. MA-MLP, box 61, NLP 99/51 attached to NLP 1901/66

83. McKenzie to Sheridan, 30 June 1893, MA-MLP, box 33, NLP 93/117

84. Note accompanying report re lands purchased and leased from natives in North Island, 15 June 1894, AJHR, 1894, G-3

85. Seddon to McKenzie, 29 October 1894, MA-MLP, box 35, NLP 94/290

86. Wilkinson to Sheridan, 4 August 1894, MA-MLP, box 44, NLP 97/145, attachment to NLP 94/241

purchasing policy. It seems that by this time, the use of costs and debts to force sales was also a very important part of purchasing policy. It is not clear from preliminary research how many sales were forced by costs such as survey charges. This policy was clearly significant however. The 1907 Stout–Ngata commission found that in terms of survey costs alone, by 1907 it had ‘already cost the Ngati Maniapoto in land for surveys of original blocks and for partitions nearly 40,000 acres’. This presumably was based on Native Land Court awards of land for survey costs. There were many more cases where owners offered blocks for sale themselves, in order to pay off survey costs and avoid the court making compulsory awards in land. The Stout–Ngata commission was unable to find any reliable figures on what surveys had cost Ngati Maniapoto in cash.

It seems clear that throughout the 1890s, Government purchasing continued along much the same lines as described in the early block purchases. By May 1895, Wilkinson was able to report on partitions awarded to the Crown in the Otorohanga, Hauturu, Maraeroa, and Pirongia blocks that totalled over 48,000 acres. From the details in his report, it seems that these resulted from a mix of secret purchasing of individual interests and purchases of ‘sale’ blocks. The ‘sale’ blocks were deliberately partitioned out by owners to pay for costs and debts, and were also intended to limit Crown intrusions through secret purchasing.⁸⁷

In mid-1895 Rohe Potae owners apparently took part in an attempted boycott of the Native Land Court. This proved to be no more feasible than the attempts to ignore the court had been in the late 1880s. Failure to claim land simply meant it was awarded to someone else and officials could always find some means of ensuring an application was made. Official records of this time contain some discussion of tactics designed to defeat the boycott and reveal the advantages the Crown had in being able to manipulate the timing of hearings, for example, so that owners were forced into court.⁸⁸

In late 1895 and early 1896 the Government seems to have attempted an even more aggressive purchasing effort in the district. Wilkinson, for example, had to temporarily put off an offer of a share from outside the district because he was too busy with purchasing inside the district.⁸⁹ By late 1895 Wilkinson was also beginning to make some progress in what owners had originally partitioned off as non-sale blocks. Once again, he was able to use his considerable local knowledge to target those who were in financial difficulties. Often when he suggested moving into a block in a report, it was clear that he had already made contact with at least one individual who he felt was likely to sell.

Progress with purchasing in non-seller blocks was slow. Owners who had fought hard to protect and retain the land were obviously reluctant to sell. For example, in 1895, Wilkinson was trying to move into the Pukeuha block. This was one of the original subdivisions of the Taorua block where the original implementation of purchasing has been described in some detail. It is clear that the owners had originally been determined not to sell this portion. Wilkinson explained to officials

87. MA-MLP, box 37, NLP 95/236 and attachments

88. For example, correspondence on file where file number lost but top page starts with memo 338/7, 2 May 1895, MA-MLP, box 37, and attachments

89. Correspondence, MA-MLP, box 39, NLP 95/456

who wanted the block acquired quickly that ‘these purchases are not likely to be completed quickly’. There were too many owners. At the time he had been able to buy only one share in Pukeuha–Taorua 2. He explained that this was a very good block and the owners knew it. The prices being offered also did not tempt them.⁹⁰

Nor was the Crown always successful in forcing purchases. Even in the late 1890s, Wilkinson was still reporting on some blocks where all efforts at purchasing had consistently failed.⁹¹ These owners had often been able to find sufficient alternative income to stay out of debt. Wilkinson shrewdly suggested that the Crown should try and create a need for more cash among these owners. He suggested building roads near where the owners lived, so that they might acquire a desire to have buggies, waggons and horses for use on the roads. However, his suggestion was received with little enthusiasm from the Survey Department. Survey officials were only interested in putting in roads after the land had been transferred from Maori ownership.⁹²

By 1897, some leasing was permitted in the district and, as was often the case, leases seemed to turn rapidly into outright sales. In some cases, owners had problems collecting the rents owed to them. Their only option was to sue in court for unpaid rent but this required cash for court expenses and possibly the sale of more land to fund a case. It is clear that owners hoped that leases would generate sufficient funds to pay off debts and expenses associated with the initial determination of title and surveys. It was hoped that rents would then continue to provide sufficient income to develop land and provide a sustainable source of income. More research is required into the whole issue of leasing in the Rohe Potae at this time.

In some cases, owners appear to have been successful with leasing. For example, in 1898, a European settler, H D Coutts, who was living in the Kawhia district, noted that the greater part of the Taharoa block was leased to Europeans by the Maori owners. It was grassed and good pasture land and he was certain that the main reason it had not been sold was because the owners were making good rents from it.⁹³ However, there were other cases where leases failed to provide the expected benefits, apparently because rents often went unpaid. An example of such a lease involved the Mangoirā block, just north of the Mokau River. A lease was confirmed by the Native Land Court in 1894 but the European lessee refused to pay rent. A private surveyor had a survey lien on the land which would have been paid off within a couple of years if the rent had been paid. However, the rent was not paid and the surveyor took action to have the land sold under the Native Land Court Act 1894. The court failed to make the lease arrears a first charge on the land as it should have done, which could have paid off the lien. Government officials were convinced the surveyor and lessee had actually been working together to force a sale. The owners had no cash to sue for arrears and were forced to agree to sell 260 acres to pay the surveyor. In the Rohe Potae at this time, ministerial approval was required before such a lien could be paid off. Officials advised against the Minister

90. MA-MLP, box 38, NLP 95 /368

91. MA-MLP, box 44, NLP 97/145 and attachments

92. Ibid

93. H D Coutts to Minister of Lands, 3 June 1898, MA-MLP, box 49, NLP 98/101

giving approval to the lien being paid off for their own policy reasons. They wanted private acquisitions of land in the district to remain as restricted as possible. Seddon agreed and the Government took over the lien. Fortunately for the owners, a new lessee agreed to pay enough to cover the lien, and in this case, they did not have to sell the land.⁹⁴

By 1897, Wilkinson was also trying to assist the survey office by tidying up previous purchases. For example, he was trying to buy up pieces of land that would allow small scattered blocks of Crown land to be amalgamated. He was also buying land where it had been decided roads were required. The comments on one list the survey office supplied to Wilkinson for urgent purchasing, reveal that Government interests and concerns were still driving purchasing. Some of the blocks listed had Maori settlements on them but this was not apparently a consideration. Other blocks were listed as being required urgently because roads were rapidly approaching them, and officials wanted them purchased before roads improved the value and prices of Maori land. Other blocks on the list were noted as already dealt with by Europeans. At this time they were presumably under lease but there was a clear assumption that this would end in a sale.⁹⁵ Similarly, in 1899, the survey office required land purchase assistance in buying up land to provide outlets to Kawhia harbour for road lines as settlement progressed.⁹⁶

It is clear from official correspondence in the late 1890s that charges and debts through survey liens were still being used as an important means of pressuring sales. There is evidence by this time that liens were also being used to force sales in seller reserves and in areas where Maori had settlements and cultivations. The notion of buying only surplus land had been well and truly abandoned by this time and there seems to have been little consideration of whether Maori were actually being left with land on which they could live, as opposed to being left with simply some interests in land.⁹⁷

By the late 1890s, it seems that the Liberal Government had been persuaded to try out a new system of administering Maori land, including processes by which alienations of Maori land could take place. Under section 3 of the Native Land Laws Amendment Act 1899, all new Crown purchases of Maori land were prohibited. This was to allow the new system to be brought into place.⁹⁸ The 1890s system of Crown purchasing in the Rohe Potae was legislatively ended. Practically, however, land purchase officers could still continue finishing purchases they had already begun. Given the secret nature of much of the purchasing this apparently meant that significant purchasing continued in many blocks, even though it might not have been on the same scale as previously. Wilkinson apparently continued completing purchases in the Rohe Potae (Aotea block) right through the years new purchases were prohibited until widespread purchasing began again in 1905. In the year up to 31 March 1904, for example, Wilkinson ‘partially acquired’ some 8000 acres in the Rohe Potae.⁹⁹

94. MA-MLP, box 56, NLP 99/214 and attachments

95. Correspondence, MA-MLP, box 44, NLP 97/145

96. MA-MLP, box 54, NLP 99/98

97. For example, MA-MLP, box 60, NLP 1901/6

98. Native Land Laws Amendment Act 1899, s 3

Rohe Potae

It is difficult to be totally precise about sale figures at any one time because, as seen, the Crown purchases were often a ‘theoretical’ figure for many years before actual areas and location were defined. As such, purchases listed as completed in any year could actually represent efforts over a number of previous years, and incomplete purchases might still be outstanding. This makes identifying yearly trends difficult. The yearly figures given by the Stout–Ngata commission for the Rohe Potae (Aotea block) show enormous variations in sales between years in the 1890s, but this could well be a result of waiting for court awards before final figures were announced. The yearly totals are set out in the table below.

Land sales in the Rohe Potae (Aotea block) during the 1890s. Source: AJHR, 1907, G-1b, p 4.

Period	Acres acquired
January to December 1892	17,213
January 1893 to August 1894	146,512
September 1894 to May 1895	50,722
June 1895 to July 1896	4419
August 1896 to September 1897	11,218
October 1897 to June 1898	278,250
July 1898 to June 1899	67,139
July 1899 to July 1900	6110

According to the Stout–Ngata commission, the Crown acquired a total of some 687,769 acres of land in the Rohe Potae (Aotea block) during the 1890s, either by purchase or in payment of survey liens and including interests afterwards defined by the Native Land Court.¹⁰⁰

It seems apparent from the evidence available that Crown purchasing in the Rohe Potae (Aotea block) during the 1890s was conducted primarily in the interests of the Crown and European settlement. There is very little evidence of any consideration of any Crown obligation to protect or balance Maori interests and wishes, or to allow effective Maori participation in the process. In fact, the system of Crown purchasing also appeared to be intended to undermine traditional chiefly, iwi, and hapu authority in favour of a new system of dealing in individual transferable interests in land.

The ultimate success of the Crown in actually making purchases in the district is more difficult to judge. According to the Stout–Ngata commission report, by 1900, the Crown had acquired some 687,769 acres of Rohe Potae land out of the original 1,844,780 acres of the Aotea block. This was made up of sales and through the payment of survey and other costs and interest charges.¹⁰¹ The Crown had therefore

99. For example, see AJHR, G-3, 1900–05; for 1904 year see, AJHR, 1905, G-3, p 3

100. Stout–Ngata commission report, AJHR, 1907, G-1b, p 4

101. Stout–Ngata commission report, AJHR, 1907, G-1b

acquired between one-third and half of the total block. This was a significant alienation and was undertaken against the wishes of chiefs and the majority of owners who had consistently opposed sales and expressed a preference for leasing. Nevertheless, it was still not nearly as successful as the Government had anticipated. More research is required into the quality and usefulness of the land retained by Maori. Even so, after a decade of extremely aggressive purchasing by the Crown, Ngati Maniapoto had been able to retain at least half of their land.

There is some evidence to suggest that the Crown found the difficulties of the Land Court process at least as obstructive to purchasing as Ngati Maniapoto resistance. It is not clear from preliminary research exactly why Seddon was persuaded to review the Liberal's land purchase programme and adopt a new system of Maori land administration. This new system initially at least, adopted Carroll's taihoa policy of leasing rather than purchasing Maori land and allowed for increased Maori participation in managing their land through the new district Maori land councils created in 1900. It has been suggested elsewhere that the Liberals may have become increasingly concerned about Maori landlessness and the possibility that Maori might become a burden on the state. There was also considerable pressure on Government from Maori political movements of the 1890s such as the Kingitanga, the Kotahitanga, as well as the numerous petitions to Parliament. These all sought greater iwi management of remaining Maori lands.¹⁰² This was certainly acknowledged by the Government and may well have been a factor in the wider New Zealand context.

These concerns do not seem particularly evident in official records of land purchasing in the Rohe Potae (Aotea block) at this time however. Although by the late 1890s there were issues arising concerning seller reserves, overall landlessness does not seem to have been a concern.¹⁰³ Instead, there was considerable concern with the Native Land Court and the difficulties in making sufficient progress for purchasing to continue and for land to be utilised. In 1907, for example, the Stout–Ngata commission reported that the unsatisfactory state of titles in the Rangitoto and Rangitoto Tuhua blocks prevented the Crown from purchasing in the blocks prior to 1900.¹⁰⁴ The commission also noted that in 1907, an enormous amount of work was still required for surveys to be made under existing partition orders.¹⁰⁵ The Land Court was also believed to be seriously hampered in its effectiveness by other problems such as the seemingly endless litigation associated with it.

As early as 1891, the Rees commission had foreshadowed something similar to the proposed district Maori land councils of 1900, in the interests of more effectively making land available for settlement, if only by lease.¹⁰⁶ It noted that such a system, that concentrated mainly on leasing as Maori wanted, had the near unanimous support of both the European and Maori witnesses it examined. Even T W Lewis, no advocate of hapu and chiefly authority as such, had suggested in

102. For example see John A Williams, *Politics of the New Zealand Maori, Protest and Cooperation, 1891–1927*, Auckland, 1969

103. Papers on promised reserves of 1898, MA 13/78

104. Stout–Ngata report, AJHR, 1907, G-1b, p 3

105. Stout–Ngata report, pp 9–11, AJHR, 1907, G-1b

106. Report of Native Land Laws Commission 1891, AJHR, 1891, sess ii, G-1

evidence to the commission that a runanga system should be established whereby Maori could determine title themselves in their own way and have this ratified by the Native Land Court. Lewis and other Europeans hoped that this would provide a more effective system of making land available for European settlement, even if it was by lease.

It seems therefore, that the sheer logistical difficulties that eventually built up in the Land Court process may have been an important factor in why Ngati Maniapoto managed to retain so much of their land in the 1890s. This may also have been an important consideration in bringing in the new system of Maori land administration from 1900 which finally seemed to offer Ngati Maniapoto the opportunity they had consistently been seeking – to engage in large scale leasing, rather than selling their land.

Figure 4: Kawhia blocks in the Rohe Potae (Aotea block). Based on 1888 tracings.

Figure 5: Hauturu blocks in the Rohe Potae (Aotea block). Based on 1888 tracings.

Figure 6: Rohe Potae (Aotea block) blocks passed through the Native Land Court in close proximity to the railway line and likely to be suitable for purchase. Based on tracing of 1889.

