

## CHAPTER 4

# CROWN PURCHASES AND LAND ISSUES, 1854–65

On 14 January 1854, McLean wrote to Featherston, the superintendent of the Wellington province, telling him that Wairarapa chiefs had sold him all the lands they were prepared to sell, except those extending on to Hawke's Bay (the Seventy Mile Bush).<sup>1</sup> Indeed, as we have seen in the last chapter, Maori of the Wairarapa district had sold about three quarters of their land. This was a proportion far exceeding that of any other group in the North Island (south of Auckland). But the sale of Wairarapa land did not cease in early 1854. This chapter will deal with the years 1854 through to 1865, a time when about a third of the land Maori still held was alienated through Crown purchases.

### 4.1 FIRST SIGNS OF DISCONTENT

The chapter will deal with land history of Wairarapa chronologically. The process of land sale, or purchase depending on one's orientation, occurred alongside the growth of Maori discontent with what had happened, what was still proceeding, and what was yet to occur. No sooner had the first session of purchases in Wairarapa been completed in January 1854 then problems started to emerge. The Small Farm Association's surveyor William Corbett on his arrival at Wharekaka (sold during the summer of 1853–54) was refused the right to survey the block by Ngairo and Te Hiko as they declared that they had not received any of the £1000 paid to Te Manihera. It took long arguments and promises from Te Manihera to distribute more evenly the next instalment to settle the matter.<sup>2</sup> In August of that year early European arrivals at Masterton entered into an uncertain relationship with local Maori. One settler, Dixon, assumed that the town site itself had not been purchased, for local Maori were demanding five shillings for every tree cut down.<sup>3</sup> There seemed to be debate about where the boundaries of sale lay. These instances were signs of things to come.

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1. McLean to Featherston, 14 January 1854, AJHR, 1861, C-1/28, p 266

2. Bagnall, p 130

3. Bagnall, p 154

## 4.2 NOVEMBER 1854 TO FEBRUARY 1855: McLEAN'S SECOND WAVE OF PURCHASES

Between November 1854 and February 1855 McLean returned to the area and made a series of smaller purchases and advances. This constituted a kind of 'mopping up' expedition after the work of the previous summer. The first receipts from this period document two 'ad hoc' payments McLean paid to individuals: £6 5s to Wi Te Tiwai for his land at Waiariki and £50 to Te Kepa from Wanganui for his claims to Wairarapa land.<sup>4</sup> He began to break new ground in a space of three days between 30 November and 1 December. Advances were paid on four blocks: Kaimatarau (location uncertain), £200; Kaiaho (north-west of Masterton), £100; Otahua (east of Masterton between the Taueru and Whangaehu Rivers), £200; and Papawhakarau (location uncertain), £100. All these deed receipts gave general boundaries and stated that final settlement would be arranged when the size and quality of the area was known, yet it was clearly written that the land was 'fully and finally handed over'. Even though more money was to be paid, the implication was that there was to be no going back on the ultimate alienation. Three of the blocks were signed away by five chiefs and the other by only three.<sup>5</sup>

McLean's first two *completed* purchases exhibited many of the same problems as his purchases of the previous summer. The Maramamau block (between the lake and the Ruamahanga River) contained an estimated 5000 acres and sold on 4 December 1854 for £700. The Kahutara block (also between the lake and the river but to the south of Maramamau) included about 15,500 acres and sold the next day for £650. The boundaries on the respective deeds were described by simple locations, accurate surveyed boundaries were no nearer than before. Neither of the two deeds mentioned any reserves. These first two purchases of December 1854 also pointed to a worsening trend in the area's purchases. Deeds contained fewer and fewer signatures. The Maramamau deed was signed by only seven sellers and Kahutara only five. Kahutara's five also signed Maramamau. The apparent beneficiaries of the sale were few and they were all prominent chiefs: Ngatuere, Wi Kingi Tutepakihirangi, Hiko Te Taati and others.<sup>6</sup> The agreements were signed in Wellington, which increased the possibility of the sellers spending the money before returning, and increased doubts about the consent of all interested Maori to the sale. A few days later on 9 December in Wellington two chiefs, Patoromu Te Aputu and Piripi Patoromu, 'entirely conveyed' the Waikaraka block (on the East Coast, just south of Point Ureti) to the Crown, receiving £100 then and there and awaiting more when 'the survey has been completed and when the land has been looked over by the Europeans'. Two vaguely described reserves were retained.<sup>7</sup>

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4. Turton, deed receipts 27, 28

5. Turton, deed receipts 29–32

6. Turton, deeds 127, 128

7. Turton, deed receipt 33

The next four sales were made in the space of a few days. On 23 December the Kuripuni block sold (immediately west of Masterton), 300 acres for £150. This deed contained only eight signatures and, disturbingly, recorded only first names.<sup>8</sup> Another piece of Smith's run, this time at Paeroa (on the eastern bank of the Ruamahanga, parallel with Featherston), was added on 27 December. A £200 advance had been made on this 2500-acre block at Wellington on 27 December 1853. It is possible the decision to sell the block and the division of the money fell to the three recipients of that advance, Ngairo and two others. Fifteen signed for the last £300 a year later; again the majority of these were major chiefs. The same day that McLean concluded the Paeroa block purchase, he advanced £400 on the Te Karamu block (north-west from Masterton behind Kaiaho and towards the Tararua Ranges), which was estimated at 30,000 acres. Interestingly, a month before G S Cooper had also made an advance on the same block, this time for £200. Only three chiefs signed Cooper's deed, while 15 signed McLean's.<sup>9</sup> The next day, 28 December 1854, a similar second advance was made on a block, this time the Hikuwera and Taratahi block (the area west of the Ruamahanga River, east of the Tararua Ranges, north of Featherston and south of Masterton). Again the initial payment had been made in dubious circumstances – on 30 November 1854 in Wellington £100 each was advanced to Wi Kingi Tutepakihirangi and Te Hiko Te Taati. The second advance in December was for £600, and there were 28 signatures. The boundaries of this deed were of the general location-marker type, and there was included a unspecific reserve for eel-fishing, which was not to exceed 100 acres.<sup>10</sup> It is always difficult to know how the initial decision to sell the land was made. Was it merely made at Wellington by two chiefs for immediate personal gain? These sales and advances further demonstrated the contraction of numbers involved in the process of alienation.

Two reserves from earlier purchases were sold on 9 January 1855. Fifty acres about Mataikona were sold as a homestead to John Sutherland for £40. This land must have come from part of the larger Mataikona area reserved from the Castle Point block. Sutherland had squatted in the area prior to 1853. For his co-operation in the purchase negotiations he was able to lease part of the Crown's purchase inland from Mataikona. For a while, it appears, he also used part of the Mataikona reserve, probably this 50 acres. Six prominent sellers from the area signed the deed.<sup>11</sup>

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8. The new district commissioner for the area, G S Cooper, had made an advance of £100 for Donald's station, which was in the same area on 29 November that year.

9. Turton, deed 131

10. Turton, deed 132

11. Turton, deed 134; Bagnall, p 98

## *Wairarapa*

Whakataki reserve (on the East Coast just north of Castle Point) contained about 7000 acres and it had been withheld from the Castle Point block. It was sold for £200, which appears to be extraordinarily low for a large area specifically reserved. In contrast to the over 300 who signed the original Castle Point deed only eight signed the sale of this large reserve, among whom was Te Hapuku from Hawke's Bay. The deed for this sale is quite unique as it gives a reason for the sale:

The reason for our consenting to the sale of this piece of land is to put an end to our native customs relative to that piece of land we wish to cede to the Queen that we may be enabled to purchase suitable pieces for ourselves out of that block of land according to the Government mode of selling land by the Government of New Zealand the pieces for us to be bought this year (1855) . . . and kept open to the third year (1857) . . . that piece is to be kept open to be purchased by us . . .<sup>12</sup>

This caveat on the deed is a clear example of a curious practise that appears to have been comparatively widespread in Wairarapa. Wairarapa Maori on several occasions seemed willing to sell land for a low rate and to buy back portions of it at a substantially higher rate. (This issue will be discussed in some detail later on in the chapter.)

On the same day that the two reserves were sold McLean also opened negotiations on three other blocks by making advances. These blocks were fully sold but the balance would be paid when the size and quality of the blocks were ascertained. Three signed for the £60 advanced on the Te Aupapa block, five signed for the £50 advanced on the Puketoi block, and nine signed for the Parahihi block. All three blocks were in the area of the Seventy Mile Bush.

Later in January McLean obtained a 150-acre block near Greytown for 10 shillings an acre. The block was called Kuratawhiti and there were only five chiefly signatures on the deed. Finally, for the summer of 1854–55, an advance was made on the large Maungaraki block (east of Masterton) on 14 February 1855. The advance was made in Wellington and again only two, Pihara and Tamaiti Heke, committed the rest of the people to the sale of at least part of the land, while also receiving the £200 McLean gave on that occasion. Like most of the blocks which had advances made on them, the negotiations took years to complete. On the same day McLean gave £20 to a half caste, Margaret Stoodley, who claimed a share in land sold in the area through her Ngati Kahungunu descent. On 7 March 1855 McLean also paid £100 to satisfy the claims of the Ahuriri chief Tareha and two others to Wairarapa.

In this period of three months McLean produced bursts of rapid purchasing. An estimated total of 30,200 acres was sold, although allowing for exaggeration of block sizes this might have been closer to 25,000 acres. Although a number of blocks were completely bought, the more important legacy of this period was the advances made on several blocks. Their completion would keep Cooper and his successor in Wairarapa occupied for some time to come.

#### **4.3 FEBRUARY 1855 TO FEBRUARY 1858: McLEAN AND COOPER**

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12. Turton, deed 133

## *Wairarapa*

In 1854, George Sissons Cooper (1825–98) was posted to Ahuriri as a District Land Purchase Commissioner. For the first three years he was also responsible for Wairarapa. In June 1855, he was sent to Wairarapa with £2250 to pay instalments due in May from the earlier purchases.<sup>13</sup> Cooper's brief was to spend his time adjusting the 'deluge of problems', and in completing, as far as possible, those blocks which were unfinished. He was to ascertain their extent and value. In late September McLean instructed him not to begin any new purchases until the current problems were dealt with.<sup>14</sup>

Prior to the above injunction, on 8 August 1855 while still in Wellington, Cooper negotiated for two new blocks. He advanced £100 for an estimated 1700 acres at Kopuaranga (about Te Oreore, north of Masterton) and advanced another £100 on a block 'seaward of Wainuioru' (a 'bite' left out of the Puhawa block, east of the Wainuioru River). No reserves were mentioned in these deeds and the final settlement would be left until a fuller examination of the site had been made. Cooper continued McLean's practice of making deals with only a few sellers. Three signed the Kopuaranga deed, while two signed Wainuioru.<sup>15</sup> On 22 August Cooper completed negotiations for a 640 acre block at Te Whiti (between the Ruamahanga and Tauheru Rivers, south of Masterton). Three chiefs, Ihaia Te Makamairu, Kenehi, and Henare Waimarama, had received £50 for it in Wellington on 9 December 1853. This time eight people signed for the remaining £150. This time, rather than leave

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13. McLean to Cooper, 1 June 1855, AJHR, 1861, C-1/31, p 268

14. McLean to Cooper, 15, 22 September 1855, AJHR, 1861, C-1/33, p 36

15. Turton, deeds 136, 137

negotiations open, depending on the size and quality of land as discovered when surveyed, a total area of 640 acres was decided upon. The boundaries would be made to fit the area. This, of course, meant that boundaries would remain undefined until such a time as the area was surveyed.<sup>16</sup>

Having made some new extensions into the remaining Maori-held areas of Wairarapa Cooper then turned to the payment of instalments on some of the larger blocks. The final instalments of £500 on the West Lake Block and £400 on the East Lake block were paid on 13 September 1855, a month later, the final £400 for the Kurawhawanui block, then on 12 November £100 was paid on the Kuhangawariwari block. The striking feature again was the small number of signatures in receipt of these large instalments: 11, 17, 4, and 2 respectively.<sup>17</sup> During this period Cooper paid out £20 to Ngatiraukawa claimants.

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16. Turton, deed 138

17. Turton, deed receipts 41–44

## *Wairarapa*

In January 1856, McLean returned to Wellington to make a series of payments, arranged in Wellington and largely to chiefs. While McLean instructed Cooper not to begin any new purchases in Wairarapa, he did not feel himself constrained by this injunction. Instead, McLean criticised Cooper for ‘dereliction of his duty’ in the area, writing that he was ‘really at a loss to know what you are doing all this time, and certainly expected much more assistance from you than you are affording’.<sup>18</sup> McLean made a number of advances on new blocks as well as some payments to individuals for lands purchased previously. Very little indication is given as to the reasoning behind some of his payments to individuals. On 8 January Te Waka Tahuahi, a chief whose name is prominent among the sellers, received £50 by himself as a second receipt for lands sold by him at Kuratawhiti on 14 December 1853. The receipt went on the say that he had obtained the money on 30 November 1854 – yet over a year later he signed a receipt for it.<sup>19</sup> The next day Hoera Wakataha received £40, ‘being a part of the final instalment which was set apart for us in the sale of Awaiti and Pahaua’ (two blocks on the south-east coast sold 1853–54). This was an advance to an individual of part of instalments due to all the sellers. He same day Te Waka Tahutahi returned to the source of money. This time with Pirika Pou and Wiremu Kingi he received the £200 due as the fourth instalment for the Tauherenikau block. The next day Hoera Wakataha returned and obtained

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18. McLean to Cooper, March 1856 (cited in Bagnall, p 106)

19. Turton, deed receipt 46

another £50 from McLean, again out of the instalments due on the Awaiti and Pahaua blocks.<sup>20</sup>

The same day that Wakataha received his second sum, a small block called Ahikouru (location uncertain), estimated from Wellington to contain 300 acres, was sold by Wiremu Kingi and Maika Meha. They received £20 then and there with the understanding that the amount might be increased on examination of the land (the implication being that the land sold had not been inspected in any way prior to an advance being made).<sup>21</sup> A week later McLean made four payments in one day. On 17 January he advanced Te Manihera £37 12s 6d, a sum which was ‘to be refunded by [Manihera] from the purchase of my lands’, paid out £350, again out of the Pahaoa block instalments, solely to Hoera Wakataha, and then made advances on two new blocks. Firstly another £50 was advanced on Maungaraki, the recipients again being Hoera Wakataha, Wiremu Kingi and only three others. Then £60 was advanced on Makara (north-east of Palliser Bay and the Tuhitarata block, in the Aorangi Haurangi mountains). On that occasion four of the five who signed were new to the Wellington negotiations, but Hoera Wakataha was the fifth.<sup>22</sup>

On 18 January there was another example of Maori selling land and buying back part of it at a more expensive rate to obtain a Crown grant. Wi Kingi, Manihera, and

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20. Turton, deed receipts 46–49

21. Turton, deed 139

22. This block about 8000 acres inland of Wharekaka later covered the Tupurapura, Whaiao, Tapapokia, and Te Kopi

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Matiaha Mokai agreed to sell about 400 acres at a place called Aranga Te Kura (near the Ruamahanga) at a rate of three shillings an acre. For this they received the appropriate £60. The understanding was however that ‘we will purchase two hundred acres of this piece at ten shillings per acre as permanent land for Matiaha’.<sup>23</sup>

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blocks (Searancke to McLean, 28 November 1860, AJHR, 1861, C-1/72, pp 295f).  
23. Turton, deed 140

McLean continued on with advances to individuals. On 21 January, he advanced £123 10s to Wi Kingi ‘out of installments due on account of land at Wairarapa during the month’. The distinct sum, like the one to Te Manihera the previous week suggested the furnishing of a particular sum to meet a debt or to allow a purchase then and there at Wellington. The same day McLean paid out the considerable total of £1150 as final payments on two blocks, Puhangina and Hikawera. The recipients were the usual small group, this time eight in number.<sup>24</sup> During the next few days small sums were advanced to Ngatuere (£10), Hemi Miha (£10), Hoera Wakataha (£10), and Heremaia Tamaihotu (£6) which they were to repay out of future land purchases. Meanwhile McLean made another advance on 505 acres within the area loosely defined as Maungaraki, and specifically entitled ‘Arama’s’ land. An advance of £60 was made to three chiefs on 22 January and the rest was to be decided when the land had been perambulated.<sup>25</sup>

Amidst this detail a picture emerges of McLean staying in Wellington but making numerous payments during January 1856 to a select group of chiefs. Did these chiefs keep the money to themselves? Were they entitled to it all?

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24. Turton, deed receipts 54, 55

25. Turton, deed 141

### **4.3.1 The gap in purchasing**

There followed a lull in land purchasing. Cooper stated that from July 1856 to December 1857 no payments had been made in Wairarapa or Wellington.<sup>26</sup> The focus of attention at this time for Cooper was Hawke's Bay where purchases had continued, leading to violent conflict between Te Hapuku and Te Moananui and their followers at the end of 1857.<sup>27</sup> During Cooper's years, only 1040 acres of land were purchased.

### **4.3.2 Problems emerging in this period**

McLean's instructions to Cooper had been to fix problems arising in the area. Amongst those Cooper attempted to adjust was the Kurakironui block. This area was included in the Puhaua block sold by Te Wereta and others in October 1853. The sale was disputed then by Piripi Awara and others. Cooper accepted their claim and gave them £400. The problems within this block were not so easily solved.<sup>28</sup> Meanwhile, Cooper made no impact on concluding negotiations on the large number of blocks upon which advances had previously been made. His record here was probably the basis of McLean's criticisms given earlier.

Maori had been agitating for some action on the promises that accompanied the original purchase negotiations. In 1853 a mill at Papawai had been explicitly promised to Maori by Grey. Costing £670, the mill was completed in early 1857. The question of which fund the costs of the mill would come from had been a source of hot dispute within the Government. The Auditor General was of the view that it should come out of the 5 percent fund.<sup>29</sup> McLean considered that, as it was promised before any specific negotiations, including the 5 percent idea, had been entered into, it should come from general funds. McLean's view won the day because of Governor Browne's support. The mill was not however a success. Te Manihera, being of the opinion that the mill was his to control, decided not to allow Ngatuere and his followers the use of it at all. This dispute, combined with an unwillingness to retain the services of the mill-wright, meant that the mill was unproductive as well as a bone of contention.<sup>30</sup>

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26. Searancke to McLean, 15 February 1858, AJHR, 1862, C-1/38, p 336

27. See J G Wilson, *History of Hawke's Bay*, Wellington, 1939

28. Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43, p 272

29. For the origins of the 5 percents, see chapter 2.

30. Bagnall, pp 204f

The difficulties associated with McLean's quick transactions and a lack of funds for similarly quick surveying were all too apparent to Provincial administrators William Fox and Featherston. The Provincial Government had the potential windfall of funds through the sale of Crown land, and they wanted to get started. As most external and reservation boundaries were still unclear, it was difficult to know which bits to sell. Frequently, the decision was made simply to sell it all before boundary matters were settled and this naturally led to Maori objections. Early in 1857, Fox was told that B P Perry was unable to occupy his Taratahi section because of an objection from Ngatuere. Thomas Hayward, meanwhile, could not take up his 350 acres at Tauherenikau until McLean decided upon the precise location of a 100-acre reserve. Referring to Wairarapa purchases, Fox stated 'these transactions have been of so very loose a character and so much is said to turn on promises of Mr. McLean's that the terms of the Deed are no guarantee for the facts'. Featherston replied to Fox's comments by saying 'difficulties of this sort in reference to the purchases effected by Mr McLean are of almost daily occurrence, and very seriously impede the sale of lands and the operations of the settlers'. Fox later bemoaned the inconvenience resulting from 'the incomplete state of the evidence of title on the part of the Crown to the lands . . . which have been handed over to the province for sale and occupation, without any means of distinguishing the sold lands from the unsold, the boundaries of native reserves, or many other particulars absolutely essential to enable the Provincial Government to administer the land sales'.<sup>31</sup>

#### **4.4 1858–62: SEARANCKE AND McLEAN**

William Nicholas Searancke was introduced to the area as a District Land Purchase Commissioner by McLean early in 1858. His responsibilities were for Wairarapa and the west coast north from Wellington to the Manawatu area. From his private correspondence with McLean it appears that Searancke swiftly gained a poor impression of Wairarapa Maori, particularly some of the chiefs. In May 1858 he was beset by Maori airing their various grievances, and embroiled in the dispute over the Papawai mill. He wrote to McLean at the time:

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31. Bagnall, p 133

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A more unmitigated set of Scoundrels than your Wairarapa Pets it never was my fortune or misfortune to meet what with disputed boundaries of blocks & of reserves and claims for payment over again of Land sold & settled years ago I am almost crazy the fact is this they are fearfully hard up and are now trying it on with me to raise the wind by any means.<sup>32</sup>

His basic theme, then, was that it was their own money troubles (as opposed to legitimate concerns) that led Wairarapa Maori to make claims about earlier purchases. After a few months in the area he told McLean:

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32. Searancke to McLean, 28 May 1858, McLean papers

I shall be compelled to adopt a different method with these Wairarapa Natives. I have tried in a quiet way to do business with them but I find them most atrocious schemers, they are *all* so much in debt and so completely out of credit that they are completely at their wits end to get money.<sup>33</sup>

No clear examples of the instructions given to Searancke have been seen by the writer, but it appears that Searancke was operating under a different brief to Cooper. From his first assessment of the situation it was clear that he entertained making new purchases as well as completing McLean's earlier work. In May 1858 he made his first report on his area. His general assessment for Wairarapa and its adjacent country was that 'the whole of the land has been alienated by its owners – with one large tract of broken hilly country, "Maungaraki", remaining'.<sup>34</sup> Of that area he noted that advances had been made on bits and other parts had been offered for sale. He also noted that three small areas had been offered for sale in the north of the valley – Manaia (near Masterton), Tirohanga, and Rangitumau. He was to begin negotiating for these areas soon. As to the southern end of the valley, Searancke observed that the amount of land unsold was small, and remarked 'it will be a matter of consideration how far it is desirable to make any more purchase without inconveniencing the natives'. Searancke also predicted that a large portion of his time would also be occupied in dealing with 'numberless claims by Natives on lands already alienated to the Crown, and also from boundaries of former purchases not having been defined on the ground, therefore being disputed, and from vague notions entertained by some that large sums were due to them'.

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33. Searancke to McLean, 9 July 1858, McLean papers

34. 'Report on Wellington Province', Searancke, 31 May 1858, AJHR, 1861, C-1/44

#### **4.4.1 New purchases and the completion of sales previously begun**

Searancke started off his land purchasing activities in Wairarapa with two blocks on 24 March 1858. He advanced £100 on the 450-acre Whangaehu block (bordered by both the Whangaehu and Ruamahanga Rivers). The deed was vague in terms of boundaries: it included locations like ‘the tree known as “Arawhata”’ and a reserve simply called Tukuwahine, of no stated size or location. Five sellers signed the deed. He then paid a £200 instalment due on the Taratahi and Hikawera block which had been sold in 1854. This was interesting because £650 had been due as the final instalment. This then was a slice of that given, presumably, to the five chiefs who signed for it (four of whom had signed for the Whangaehu block). In this deed the reserves for the block had been expanded from the original deed. In 1854 only one piece of land was reserved, a spot for eel fishing. In 1858 there were three reserves ‘section 185’, ‘section 131’, and ‘a portion of the Ferry reserve at Waiohine’. From this it appears that some matters remained negotiable after the initial fact.<sup>35</sup>

In April Searancke made a trip to the ‘Seventy Mile Bush’ (also known as the ‘40 mile bush’) to begin negotiations for its purchase. He succeeded in making a £100 advance on a large area of land south of Ngaawapurua (on the Manawatu River east and south of the gorge) to Rangitane. Nine people were party to this deed, but there would be many more claimants to this valuable tract of land. In July that year Searancke gave £25 to seven others with interests in the same area, but these were only ‘ad hoc’ payments.

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35. Turton, deeds 142 (Whangaehu), 132, 143 (Hikuwera and Taratahi)

In May, Searancke moved to settle the last instalment of the Kuhangawariwari and Opaki block, which was initially sold in January 1854. A final instalment of £200 was to have been paid in 1855. As it happened, only £100 was paid at that time. In 1858, then, Searancke paid another £200, which was now to be ‘the final and conclusive payment for the whole of this block’. The total payment for the block was therefore extended by £100. The last instalment was signed for by six.<sup>36</sup>

In June Searancke picked up his work rate. He completed the purchase of the small Ahikouru block purchase, adding £30 to the £20 advanced in January 1856. It appears that Wi Kingi received the money for this. Searancke then paid the last instalment on the Tuhitarata block, signed for by only four prominent chiefs. He then completed the Kaiaho and Kuripuni purchase. Three payments had been made in December 1854, two ‘final’ payments for land about Kuripuni, and one advance for Kaiaho. The negotiations were complicated by the land being sold by the provincial government before matters had been settled. Completion was bought by increasing the final payment to claimants to £150. In all £500 was paid for an estimated 2000 acres.<sup>37</sup>

Searancke then negotiated some new purchases. On 28 June, he purchased the Manaia block (a prime piece of land immediately south of Masterton), estimated to contain 5500 acres. A comparatively large group of 18 Maori gathered to sign for the £550 paid, while 100 acres were granted to Ngatuere ‘at Pukohiwi’. The final payment of two shillings an acre fell well short of Ngatuere’s initial asking price of £2500 for 4000 acres – a price that Searancke clearly thought was ridiculous.<sup>38</sup> Thus it was that one of the most valuable and extensive blocks left in Maori hands was sold. On the same day, he advanced £100 on the Matapihi–Rangitumau block (in the area between the Whangaehu and Ruamahanga Rivers). No reserves were mentioned and only six major chiefs signed the deed. Also on 28 June, the Tirohanga block (bordering the Ruamahanga near Smith’s land) was bought. Costing £160, it was estimated at 1950 acres but was surveyed a year later at 1700 acres. The transaction, signed by five major chiefs, was apparently conclusive.<sup>39</sup>

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36. Turton, deeds 125, 145

37. Turton, deeds 129, 148, deed receipts 26, 30, and Searancke to McLean, 5 July 1858, AJHR, 1861, C-1/45

38. Turton, deed 150, and Searancke to McLean, 28 May 1858, McLean papers

39. Turton, deed 152, Searancke to McLean, 8 July 1859, AJHR, 1861, C-1/57

By February 1859, he obtained a group of four blocks which together formed one block of an estimated 49,000 acres, and thus one of Searancke's largest purchases. The four blocks were Te Kopi, 8 October 1858, Tupurupuru, 28 January 1859, Whaiao, 31 January 1859, Tupapokia, 31 January 1859. They were in the valley south east of Masterton and were viewed as part of the larger area called Maungaraki. Three advances had been made within the area prior to the final sale: £50 by McLean 17 January 1856, £30 by Searancke to Ngairo on 10 July 1858, both advances on the Tupurupuru block, and £50 by Searancke for Te Kopi in October 1858. The final price for the four blocks was £2370, which, if the estimated acreage was correct, worked out at just under one shilling an acre. Searancke had tried to show that he was avoiding possible later claims by telling McLean that the boundaries had been fully traversed and agreed to and that the amounts were received as final. He did however note that there was 'a great deal of discontent about the smallness of the block bought'. The implication was that some local Maori wanted to sell more. Searancke himself described the amount reserved by Maori as 'small', being 1350 acres. The reserves were allocated as discrete parcels of set acreage, 100 acres to Maika Purakau in the Te Kopi block, 200 acres in the Whaiao block, and four pieces totalling 1100 acres in Tupurupuru.<sup>40</sup> Searancke's dealings in this group of purchases showed a real attempt to be more specific than his predecessors had been. Set acreages were given for reserves and for two of the blocks a plan was included. Te Kopi, some 2600 acres, had been signed by five, Tupurupuru, some 42,000 acres, had 37 signatures, Whaiao, some 5000 acres, was signed by 12, and Tupapokia, 2000 acres, received 11 signatures. There had been complications with the Tupapokia block. Searancke obtained the land from Raharuhi after that chief had sold him a block of land on 23 June 1858 which had already been sold by Wi Kingi and others. He had been paid £20 for that portion already sold, so Tupapokia was offered instead and an extra £30 was paid.<sup>41</sup>

While he was negotiating the above four deeds, Searancke also purchased 518 acres of the run of the early squatter Bidwell. This was at Pihautea, on the banks of the Ruamahanga and east of the lake.

The next block Searancke was to settle was the 'Korakonui and Ngapaiaka' block (on the Wainuioru River) on 4 February 1859. A £100 advance had been made by Cooper in August 1855 for what was called the 'Ruakonui Nini' sale, after one of the two sellers on that occasion, or the 'Wainuioru block (seaward of)' officially. Searancke completed the purchase of these 2500 acres of grassy plains by paying £50 to three others.<sup>42</sup> He also completed the purchase of another block in the Maungaraki area, called 'Maungaraki block (Puhara and Tamaitiheke's)', which had been begun by an advance of £200 by McLean in February 1855 to the two named in the block's title. It was noted that considerable difficulty arose in deciding who was to get the rest of the money due. Searancke claimed to have solved the impasse

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40. Turton, deeds 153, 154–156; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

41. Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

42. Turton, deeds 137, 158; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

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by offering a further £200 while the boundaries were extended. He estimated the size of the block at 7500 acres (while Turton gives 10,200 acres).<sup>43</sup>

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43. Turton, deed receipt 38, deed 159; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

## *Wairarapa*

In October 1859 McLean returned to the area and completed two purchases. On 7 October 1859 he made a 'full and final' settlement of the Makuri block (a long strip inland from the inland boundary of the Castlepoint block, incorporating the Puketoi mountain range and westward to the Makuri River). No estimate of the block's size was given, but it appears to have been about 45,000 acres.<sup>44</sup> Two advances had been made, £60 to Te Potangaroa on 9 March 1855, and £50 to Hoera on 12 March 1858. McLean added £240 to make a total of £350. Ten people signed the deed. Five days later McLean purchased a piece of the Ihuraua block (about Alfredtown) for £650. This block, estimated to contain 25,000 acres, was sold by 24 Maori. The deed only reserved 21 acres for one of the chiefs. These two blocks represented, along with Searancke's advance of Ngaawapurua, the beginnings of the long campaign to purchase the area known as the Forty or Seventy Mile Bush. The purchase of this wider area was completed in 1871. Fuller discussion of this will therefore wait until the next chapter.

Searancke continued his work in November. A 530-acre block at Hikurangi and Awatoetoe, which had been reserved from the one of the Whareama blocks (Turton, deed 106, 12 December 1853) was purchased for £100 on 1 November. Five people received the money. The next day he completed the purchase of a larger block, Waikaraka, which was estimated at 14,000 acres (on the eastern coast between the Waiorongu River and Waikaraka and then inland). McLean had advanced £100 in December 1854. Five years later, Searancke concluded the deal for another £600. The deed expressed the concern that reserves, one limited to 100 acres and one simply 'a reserve at Eparaima', be clearly fixed as quickly as possible, 'so there is no mistake'. Twenty six people signed the deed.<sup>45</sup>

More land was sold in early 1860. An estimated 1200 acres at Raparimu (near the Ahiaruhe and the Ruamahanga River) was sold for £100 on 14 January. Nine people signed the deed. On the last day of the month more land was sold in the Korakonui area. The Tupapakuraa and Korakonui block lay alongside the Korakonui and Ngapaiha block, completed a year before. Eight Maori received the £500 paid for this new piece of land, estimated at 3500 acres. The location of the reserve was described thus: 'one piece of land within these boundaries is to be reserved for Piripi and all of us, the boundaries of which have been pointed out by Piripi to Mr. Searancke'.<sup>46</sup>

Finally, for a period at least, Searancke completed three sales in rapid succession during late March. First he turned to the Otahua block (between the Whangaehu and Tauheru Rivers, just east of Masterton). The estimated 3000 acres were in valuable proximity to Masterton. McLean had paid £200 in December 1854, and on 27 March 1860 Searancke paid another £200 to complete the sale. Six people signed the deed for this valuable piece of land. Curiously, no mention is made of a reserve

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44. The two blocks Puketoi 4 and 5 from the Seventy Mile Bush purchase of 1871 were supposed to have covered the same area as the Makuri block. These two blocks had a combined acreage of 46,500 acres (see ch 4).

45. Turton, deed 163, deed receipt 33

46. Turton, deed 165

in the deed, but on the appended plan there is a 100-acre reserve drawn in.<sup>47</sup> The next day the Matapihi–Rangitumau block (stretching north from the Ruamahanga River, just north of Masterton), upon which Searancke had advanced £100 June 1858, was now completed for a further £355. This block was estimated to contain 8000 acres. Searancke obtained 31 signatures for the deed.<sup>48</sup> The following day Te Whanga, a block estimated at 3800 acres (lying east of the Tauheru River), was bought for £200. The total amount was paid on that day and there were 10 signatories.

During Searancke's years, 1858–61, an estimated 173,048 acres of land were sold in Wairarapa. Allowing for what appears to be a general over-estimation of sizes, we could tentatively reduce that figure to about 150,000 acres.

#### **4.4.2 Searancke's 1860 report**

Between 1858 and early 1860 then Searancke had greatly extended the area of land sold. Some purchases had been entirely his work, but a lot had been the completion of negotiations started by McLean. Much of the latter kind of work reflected the slow resolution of various claims to blocks, and of the lack of surveying resources. During the second half of 1860 and through 1861 there was a lull in the land sales in the area. At this time Searancke made an interesting report on the situation in Wairarapa as he saw it.

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47. Turton, deed 166

48. Turton, deeds 151, 167

## *Wairarapa*

The Taranaki war provided the immediate context to Searancke's observations. His first comments stressed the minimal potential military threat from this group of Maori. He observed that they belonged to 'a very thinly occupied branch of the great Ngati Kahungunu family'. However, in recent years (during the 1820s and 1830s) they had been driven back from the Western sides of the island to Wairarapa, which, as he put it, 'they subsequently deserted, being completely broken-spirited by repeated attacks'. By Searancke's reasoning it was their awareness of their weakness that led them to accept land sales. He wrote, 'the fact of their being a broken tribe prepared them to welcome European settlers among them, and subsequently fearful that the Government would remove them, consented to the alienation of their lands by sale to the Crown'.<sup>49</sup>

Searancke then returned to an elaboration of his initial reactions to the local Maori in 1858. He emphasised examples of money being squandered, lost opportunities for success and the resultant poor present situation. By his analysis, the salient feature was what had been done with the money paid over. He argued that the system of paying for the land by instalments had been 'well adapted to enable Maoris to establish themselves comfortably and lay the foundation of future wealth and prosperity had it been in the power of the government to control expenditure'. The fact that the Government had no control over what happened to the money he put down to 'native jealousy and other causes'. The result he observed was that the leading chiefs sold most of the land and spent the returns 'on a thoughtless, prodigal display of capital – instead of investment'. Searancke's general argument continued that as they had squandered their opportunities and were now in a desperate situation they had become embittered. He wrote, 'they see the Europeans thriving in possession of lands which they now believe to have been foolishly sold at too low a price, and without disputing the actual sale of the land, unceasingly make renewed demands for payments, which demands having no other alternative, according to the terms (already fulfilled) of the deeds of sale, but to dispute and prove the fallacy of, has led, I am aware, to a very indifferent feeling on the part of the claimants to myself'. Searancke's view, however strongly expressed, highlighted a crucial issue: a lot of money had been paid, but prosperity had not followed.

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49. 'Report by Mr Searancke on the Native Lands in the Wairarapa', AJHR, 1860, C-3

Searancke's observations had the additional purpose of explaining his unpopularity. He had needed to counter hostile reports about him from certain disaffected Wairarapa Maori. Searancke's relationship with Te Manihera, one the leading land-sellers and one of the most indebted, deteriorated to the extent that Te Manihera wrote to McLean in mid 1860 accusing Searancke of calling him a liar and swearing at him. Searancke's letter to McLean about this is indicative of his critical stance toward Te Manihera. Searancke claimed that Te Manihera had repeatedly said he would get him out of his position because 'I would not supply him with money under specious pretences and false representations'. Searancke was most indignant that the charges should be entertained and that even a commission of inquiry had been suggested. He asked McLean 'is he [Te Manihera] loyal – is he not leading the King Party in Wairarapa – an arch traitor, having sold all his own and friends land he wants some ignoramus here so he may sell it over again'.<sup>50</sup> Te Manihera was not the only one who made personal criticism of Searancke. At the same time, Val Smith, a Wairarapa settler, in claiming that Searancke was unpopular with Wairarapa Maori, said that they disliked 'his excited manner, and epithets and a style of language . . . which cannot fail to lower the government in the eyes of the natives. I allude not only to oaths but also mutual references to each other's posteriors'.<sup>51</sup>

The question presents itself, if, as he did, Searancke observed the 'helpless state of debt and poverty' that some of the leading chiefs had got themselves into, why then had he pressed on with a policy that encouraged the whole process. Was he aware of the implied criticism of the previous techniques adopted by himself and McLean in his observations? It appears that he was aware of some obligation on the part of the Crown at least not to encourage 'irresponsible behaviour' by certain chiefs. On one occasion, in 1859, he wrote to the Assistant Native Secretary (who was acting for McLean at the time) suggesting that some kind of caveat be placed on the individual blocks reserved for chiefs in the Tupurupuru block. He suggested, 'It appears, from the improvident character of one or two of the Natives entitled to those reserves, that it will be most expedient to insert a clause of entail for one generation in the Crown Grant, in order that it may not become legally alienable during the lifetime of the present holder. The grant to William King, te Hiakai, a chief of high rank, but extravagant habits, particularly requires some provision of this nature, as he has disposed of most of his lands, and has several children to be provided for'.<sup>52</sup> There is nothing to indicate that Searancke's suggestion was taken up. As it will be later shown, these chiefs simply received Crown Grants.

In 1860 Searancke felt the need to give an explanation for his continuing with purchases in the area through 1858–9. He wrote:

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50. Searancke to McLean, 14 August 1860, McLean papers

51. Val Smith to McLean, 18 July 1860, Bagnall, p 106

52. Searancke to T E Smith, 7 November 1859, AJHR, 1861, C-1/59, p 287

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had the Natives used these lands in depasturing flocks or cultivation, it would no doubt have been politic to have left them in possession, but instead of this I found them a most fertile source of constant quarrel and dispute from their extreme jealousy. In some cases the lands lying idle were trespassed upon by the stock of settlers living in the neighbourhood, and thereby causing quarrels between the Europeans and Natives. Others, let to Europeans, and realizing good rentals, too frequently monopolized by a few, to the prejudice of the other claimants.<sup>53</sup>

Thus he explained his deviation from what he implied was the preferred course – leaving Maori with what left they had – by the fact that land was supposed to be underused and a source of constant disagreement.

At the personal level we have seen that Searancke was under some pressure. Of course, as a land purchase officer, it was his job to purchase land. There is no way that he could afford to take a purely objective view of the rights and wrongs of further purchasing when his success depended on obtaining more. Searancke's pressures were heightened by his failures in his other areas of endeavour. As we have seen, Searancke was responsible for the Wellington district. The provincial government eagerly awaited the purchases of large and valuable blocks of land up the west coast to Manawatu and in the Seventy Mile Bush – in both these areas Searancke struggled. Throughout September 1858 Searancke spent time negotiating with Manawatu Maori for the 'Forty Mile Bush'. He returned in November with £1500 to make a start on the purchases only to be 'checkmated' by Te Hirawanu, the Ngati Raukawa (Rangitane) chief.<sup>54</sup> Searancke similarly failed with his negotiations in Otaki.

Searancke's private correspondence with McLean showed that he felt himself to be under considerable pressure. In February 1860 he referred to 'many of these

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53. Searancke to McLean, 21 February 1860, AJHR, 1861, C-1/61, p 288

54. Searancke to McLean, 20 November 1858, McLean papers

Provincial croakers who think I have easy time and complaining of me'.<sup>55</sup> Later that year Searancke heard reports that the Governor had been criticising him and told McLean that he felt his character to be 'seriously impugned'.<sup>56</sup> Therefore, Searancke had every incentive to make whatever inroads he could in Wairarapa.

#### **4.4.3 The impact of the Maori King and runanga movement on Wairarapa**

The political tensions from 1859–62 naturally impacted on Searancke's thinking. They provided a brake upon adopting overly aggressive land purchasing policies. The Government was eager to contain the hostilities that erupted into warfare in Taranaki in 1860 to that area. There was a desire not to alienate unduly other groups, particularly as Searancke was convinced that Wairarapa Maori were susceptible to ideas promulgated by the King and the Runanga movements. In February 1860 Searancke wrote, 'the last and greatest difficulty in the way of purchasing land is the Maori King or Runanga party, whose principles introduced within a few months into this district, by emissaries from the Waikato, have taken a fatal hold on the imagination of the Wairarapa Natives, a large party of whom now openly question the Queen's authority over the Maori people and have organized a determined opposition to any further alienation of land to the Crown'.<sup>57</sup>

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55. Searancke to McLean, 6 February 1859, McLean papers

56. Searancke to McLean, 6 July 1859, McLean papers

57. Searancke to McLean, 21 February 1860, AJHR, 1861, C-1/61, p 289

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One of Searancke's surveyors, Malcolm Fraser, wrote a general report on the area in August 1861, outlining the origins of the King and Runanga movements there, and taking a cynical view of their genesis. In his view, up until 1859 Wairarapa Maori were unaffected by the 'Waikato King movement'. In the middle of that year Ngairo returned with Wi Tako (a principal chief from the west coast/ Wellington) and 'many who were unhappily in debt from their own indiscretion, joined the movement in hopes something might transpire from it to ameliorate their condition'. Fraser, like Searancke, was in no doubt as to the cause of Maori debt – it was due to extravagance and 'natural indolence'. Meanwhile, a Wairarapa Runanga was set up. The first was held at Waihinga (on the Ruamahanga) later in 1859. The support was then confined to the Papawai area in the central valley. Then Hurunuiorangi Maori, towards the south of the valley, joined 'nearly to a man'. By the end of the year there was also a Runanga on the East Coast and Te Manihera had followed. Of Te Manihera, however, Fraser wrote, 'his [subsequent] desertion from the King party, from a dread of the power the Runanga held over him from his intemperance and vices, will shew that no confidence could ever be placed in him'.<sup>58</sup> The local magistrate, Wardell, also made a report of the politics of the area in September 1861. He observed of Wairarapa Maori:

They are divided into two classes, 'Queen's' and 'Kings's' Natives, as they are called. I hesitate to call the former loyal, as they are more strictly neutral; for although, up to the present time, they have not joined the 'King' party, they are not prepared to yield to Her Majesty the obedience of subjects; they are subjects only of the 'lead, induce, persuade' policy; and I believe many of them refuse to join the 'King's' Runanga, simply because it possesses a coercive authority, while we possess only a nominal one. The 'King' natives are, of course, violent nationalists; they repudiate the obligations

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58. 'Report on the State of the Natives', no 11, Wellington, 20 August 1861, Malcolm Fraser, AJHR, 1862, E-7, p 27

contracted by the Treaty of Waitangi, and maintain their right to independent Government.<sup>59</sup>

Wardell's comment on the nature of Kingitanga in Wairarapa is significant. If Kingitanga supporters in Wairarapa did repudiate the contract of the Treaty of Waitangi and strongly assert their independence then Grey's 1862 view that, while Wiremu Tamihana and the moderate 'Kingites' were well-intentioned, what they had precipitated was unacceptable to a responsible Governor, seems more justified. Detailed research in the Maori sources of the time is needed to confirm or deny Wardell's assessment of the views held by Wairarapa King supporters.

The widespread support for the King movement and the Wairarapa Runanga in the area, which was attested to by Government officials, demonstrated dissatisfaction within the region inside a decade of their first land sales. Searancke, Fraser and Wardell were all critical of the reasons behind the enthusiasm of Wairarapa Maori for these movements. The officials' targets for condemnation were 'improvident' chiefs, yet their reports showed the depth of feeling across the population, 'to a man' in some areas. There was, however, a diversity of opinion. Fraser compiled a list of the principal men of the district within which he noted their political opinions. Support for the King Movement or 'loyalty' tended to follow lines of locality. King supporters predominated in areas about Masterton, Papawai, Maungaraki, Te Waihinga, Hurunuiorangi, Tupurupuru, and in parts of the East Coast. The main 'loyal' areas were in Ngatuere's area about Greytown, Raniera's area in the extreme south, with Te Wereta on the Coast, with Wi Tamehana Hiko about Tahitarata. The bigger beneficiaries of sales tended to be loyal: Ngatuere, Te Wereta, Raniera, Wi

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59. 'Report on the State of the Natives', no 14, Wairarapa to Turanga, 20 September 1861, Herbert Wardell, AJHR, 1862, E-7, p 31

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Tamehana Hiko, and Te Manihera (regarded as ‘doubtful’). Yet, there were some exceptions. Ngairo, who had been a prominent seller at the beginning, was regarded as the leader of the King movement in the area and this was reflected in his absence from land deals from the later 1850s. Another early beneficiary, Wiremu Waka (with a personal Crown grant of 1000 acres), had turned to the King movement. Also of interest was the support for the King movement in the Maungaraki and Tupurupuru areas which had been sites for the recent sales.

It is hard to say whether the support for the King movement and the Wairarapa Runanga from 1859, more specifically the feelings lying behind that support which had been building for previous years, affected land sales. We have seen that there were substantial areas sold 1858–60, perhaps over half of what had remained in Maori hands outside the Seventy Mile Bush area. Many of Searancke’s sales were completions of earlier negotiations. The pivotal negotiations had been carried out by McLean in three years from 1853 to 1856. However, those earlier negotiations, which had not been completed, could, in theory, have been repudiated or lessened in area by Maori.

Searancke’s explanations for what continuation there was of sales, as we have seen, focused on the need to service the debts of major chiefs and also to end bitter disputes between claimants by selling the disputed area. Searancke speculated that there was another matter that drove Maori of the area to sell land. He told McLean in June 1860 ‘that two-thirds of money paid on account of land during the year 1859 and to the end of March 1860, has been devoted solely to the purchase of arms and ammunition; also large sums of money have been forwarded to Waikato for the use

and purposes of the Maori King'.<sup>60</sup> Searancke was so sure of this that he declared he would stop making any payments in the area to forestall further purchasing of arms by Maori. If there was any truth to Searancke's claims then it would highlight a difficult dilemma for King supporters. The necessity of raising capital to purchase arms worked against the basic desire of that movement to stop land alienation.

#### **4.4.4 Claims and their resolution**

'Troubles here are like mushrooms in a field, springing up on every said.'<sup>61</sup>

Small difficulties which drew out the negotiations have been alluded to when going through the purchases. I will now single out some of the major difficulties.

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60. Searancke to McLean, 18 June 1860, AJHR, C-1/67, p 292

61. Searancke to McLean, 20 May 1860, McLean papers

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From early on, May 1858, Searancke counted ‘numberless claims on land already sold and boundaries’.<sup>62</sup> The story of the delays in surveying is an important backdrop to a lot of the problems in the area. The tactic of making numerous small block purchases, adopted by McLean in Wairarapa, had been crucial to his success, as the last chapter showed, for it enabled him to find pockets of willing buyers without having to obtain a broader unanimity. In terms of surveying, however, it was a very expensive, time consuming and dangerous route to take. When Searancke arrived in the area in 1858 very little accurate surveying had been done. In 1859 Fraser arrived and began the labourious task of surveying all the blocks and reserves that had been purchased earlier in the decade. Paradoxically, the one thing that could resolve some disputes – accurate survey of the block and its boundaries – sometimes led to more disputes as the surveyor and Maori often had different views as to where boundaries lay.

Searancke held strong views about keeping the expensive task of surveying to a minimum and to a later stage in the process. He was fiercely critical of the surveyor Kempthorne who made an accurate survey of an 5,000 acre block at the south of the Seventy Mile Bush. He wrote, ‘it has gone no doubt very correctly but I fear at a fearful expense, far more than what the land will be worth’. Searancke stated that ‘strict accuracy was not so much required as a good general plan or sketch’ prior to any purchase. He strongly recommended to McLean that Kempthorne be sacked.<sup>63</sup> Indeed Searancke was so strong on this point that he refused to cooperate with McLean’s instruction to survey blocks before purchase. Such, he argued, would cause ‘endless trouble’ and work, ‘with, after all, only the chance of a purchase’.<sup>64</sup> Issues of basic economy intersected with ideals in the way negotiations were carried out. Searancke also recommended the replacement of another surveyor, Geo. Smith, the same year. The reason in that case was that Smith was ‘lazy, ignorant, incompetent’. Provincial partisanship emerged when Searancke confided to McLean, ‘I do not believe in these Provincial Govt crawlers the 10 to 4 men’.<sup>65</sup>

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62. ‘Report of the Wellington province’, 31 May 1858, Searancke, AJHR, 1861, C-1/44, p 274

63. Searancke to McLean, 10 May 1858, McLean papers

64. Searancke to McLean, 28 May 1858, McLean papers

65. Searancke to McLean, 9 July 1858, McLean papers

A frequent cause of difficulty arose from promises of reserves which, more often than not, did not have their boundaries clearly described. While surveys remained uncompleted the ability of the provincial government to sell the land, and thus gain their revenue, was negated. As we have earlier seen, on some occasions the Crown Lands Commissioner tired of waiting for the necessary surveys and simply sold all the land to settlers. One case which was highlighted in the public record, and which demonstrates the problems arising from this kind of action, was that of Rawiri Piharau. The deed for the Owhanga block (Featherston), 23 December 1853, contained one of the ubiquitous vague references to a piece of land being retained – ‘There are to be One hundred (100) acres for Rawiri Piharau at Motupiri’.<sup>66</sup> The exact boundaries were not set out. All the land in the area was sold by the Crown Land Commissioner to settlers. This action drew stinging criticism from Searancke. Privately he wrote to McLean ‘[I am] not sure what are the ideas of the Crown Land’s Commissioner in Wellington, all his efforts appear to me to obtain money for land whether the land be a Native reserve, purchased or unpurchased’. Searancke was afraid that if he continued in his office much longer it would lead to more disputes of which he, Searancke, would be the victim.<sup>67</sup> Before the problem was addressed settlers constructed houses on the land which was supposed to be for Piharau, making the option of returning the land to him more difficult. Rather than idly wait for the matter to be sorted out, Piharau forced the issue by occupying another piece of land at Otorohanga instead. This new piece of land was bought by a settler also, but Piharau remained firmly in occupation and began chopping down bush owned by a fourth party.

In November 1858, Searancke hopefully suggested that the matter might be dealt with by buying Piharau out. The sum he thought necessary being £150 (£1 10s an acre).<sup>68</sup> Privately to McLean he also offered the possibility of returning him to possession of his original section at Motupiri ‘without at all considering sale of it to Europeans’ – presumably to spite the Crown Land Commissioner.<sup>69</sup> It appears that on McLean’s suggestion Piharau was offered a section at Tauherenikau, which he refused. Searancke put this down to Piharau’s desire to remain near the lake.<sup>70</sup> The issue remained unresolved until January 1860 when a large hui was convened on the matter at Papawai, it having become a cause celebre with Wairarapa Maori. The meeting proposed the options that either he remain at Tirohanga (Otorohanga), Motupiri be returned (with Vennell’s house), or he be given 100 acres at Tauherenikau plus £400. Searancke reported the meeting broke up ‘with very bad feeling as I was particular to point out that Rawiri must leave’.<sup>71</sup> He felt sure that the

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66. Turton, deed 115

67. Searancke to McLean, 6 February 1859, McLean papers

68. Searancke to McLean, 30 November 1858, AJHR, 1861, C-1/54

69. Searancke to McLean, 1 December 1858, McLean papers

70. Searancke to McLean, 6 February 1859, McLean papers

71. Searancke to McLean, 20 January 1860, McLean papers

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matter was related to the King movement, surmising that Te Manihera, his foe, was encouraging Piharau. Still the 'unpleasant' affair continued to exist. Searancke realized his own inability to solve it and called upon the direct assistance of McLean.<sup>72</sup> In fact it was another outsider, Weld, who ultimately settled Searancke's 'bugbear'. Piharau got £300, 150 acres of land at Tauherenikau (bought at 10 shillings an acre), one ton of flour, and half a ton of sugar.<sup>73</sup>

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72. Searancke to McLean, 28 January 1860, McLean papers

73. Searancke to McLean, 24 November 1860, McLean papers

The Awhea block reserve (on the south of the East Coast) provides an even more striking example of difficulties ensuing from McLean's earlier hurried purchases. The block was the last one sold in the summer of 1853–54, and in relation to reserves it stated, 'the portions of land out of this sale to be reserved for us will be hereafter settled by Mr. McLean when he returns from Auckland'.<sup>74</sup> They were not, so that when Searancke arrived in 1858 he was asked to mark them out. He was surprised to discover that this area was 'the only good and valuable piece of land in the block', extending to about 1800 acres. Searancke did not hide his feeling that such a valuable extent was not necessary for the Maori involved. He wrote, 'the sketch accompanying will show the land proposed to be reserved, about 1,800 acres of the best quality for about thirty Natives, of whom eleven or twelve are men, and about fifteen acres are under cultivation'. The picture was complicated by Patoromi Te Apatu. This man claimed another 550 acres for himself, and violently prevented the rest of the block from being surveyed until his claim was addressed. Searancke observed that the land Te Apatu wanted was of poor quality, and had been sold to Riddiford.<sup>75</sup> The example demonstrates the continuing negotiations that went on after the 'sale', which could leave either the Crown or Maori in a weak position and was complicated by the sale of land to settlers before reserve areas had been sorted out. By 1861, the larger general reserve, known as Oroī, had been agreed to at just under 2000 acres, but Te Apatu's claims remained unsolved and had been augmented to 2003 acres.<sup>76</sup>

Another problem emerged about land near the Waiohine River in the Taratahi block. In the original deed a reserve had been described as, 'one portion only is withheld within the boundaries, the spot between the Para and Waitani, as the site for an eel fishery house. This portion shall not exceed one hundred acres'. The amount claimed in 1861 exceeded 1500 acres. On the East Coast, there was another case of land promised as a reserve being sold to settlers. Searancke noted that Hoera Wakataha's claim was just 'but has become a dispute on account of Hoera demanding to have a portion of it given to him on Cameron's homestead, a freehold property purchased from the Crown by the Messrs. Cameron, seven years ago. I believe that this Reserve will be accepted elsewhere, unless the Natives are anxious to keep it as a grievance'.<sup>77</sup>

Clearly then there is evidence of numerous difficulties arising as a result of vague reserve boundaries, delays in surveying, and precipitant sales of land to settlers. It appears, however, that these problems did not always work to the disadvantage of Maori. As the examples of Rawiri Piharau and Piraka show, Maori could sometimes obtain advantageous settlements for themselves.

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74. Turton, deed 126

75. Searancke to McLean, 1 February 1861, AJHR, 1861, C-1/76, p 301

76. Searancke to McLean, 6 June 1861, AJHR, 1861, C-1/82, p 304

77. *Ibid*, pp 304ff

**4.4.5 Issues concerning the role of chiefs and the proper division of money**

The other issue which formed the basis of a number of complaints made by Maori was the appropriate role of chiefs in land purchasing. A good example of this emerged from the disputes over the Puhawa block on the southern East Coast. Te Wereta offered the 110,000-acre block in October 1853 for £3500. McLean refused this sum and in the end only £1250 was paid. McLean claimed the matter remained quiet until the King Movement gained popularity in the region, encouraging large numbers to repudiate the sale.<sup>78</sup> In 1860, Searancke noted a number of claimants to payments for the inland areas of the block. Arama Karaka tried to resell part of the area. According to Searancke, he allowed ‘that the land had already been sold to the Crown, but that as he had not received any portion of the payment, he conceived that he had a right to sell it again’. Another Maori named Mikaera laid a claim on a similar strip of land east of the Wainuioru River, and in October 1860 Te Wereta and Te Wenerei had claimed another £2500 on the block. Searancke concluded that all the claims revolved around further payment for the block, and rested on the argument that the money received only accounted for the coastal areas while the inland areas remained unpaid for. He also concluded that the complaints of Te Wenerei, Mikaera and Arama Karaka stemmed from their not receiving anything of the second and third instalments paid on the block.<sup>79</sup> In 1862, McLean observed that tension in the area had been inflamed by the local settler Smith, who, rather than offering hospitality to travellers through his land, had ordered them off. By this time Maori of the area claimed the return of 30,000 acres or the completion of payment up to the £3500 Te Wereta initially asked for. The situation in Puhawa is complicated further by the existence of three deed receipts from January 1856 for money paid to

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78. ‘Commissioner Report’, McLean, AJHR, 1862, C-1, p 384

## *Wairarapa*

Hoera Wakataha totaling £450, £350 being paid simply for Pahawa and the other £100 for Pahawa and Awaiti.<sup>80</sup> These payments are not mentioned by either Searancke or McLean in their summaries of the block's history. On a separate matter, McLean's notes for a meeting he held on the matter are of interest:

The Natives after full deliberation, openly allowed, that they had no fault to find with the manner in which the negotiations were conducted on the part of the Government, that the blame rested with their own chiefs, whose acts in terminating the payment for the block, they would not ratify, excepting to such portions as they, the chiefs, had the exclusive right to alienate. The acts of the chiefs, were, at the time when the payment was concluded, considered fully binding upon all parties interested in the land, and they generally recognise[d] Wereta's power to conclude this sale.

The changes, however, that have taken place, have greatly diminished this influence, and attempts are constantly made to upset the acts of the chiefs by the more turbulent and discontented members of their own and other tribes who are countenanced in any opposition to the government by the numerous delegates that visit them from disaffected districts.

To assert their independence of Te Wereta, the Ngaikoura, Ngatihikawera, Ngatiparera, and Ngaitahu who have no chiefs among them of influence, and who formerly recognised Te Wereta's power, declared that they would repossess themselves of their own portion of the block, and expel Messrs. Smith and Sutherland.

For many, then, the role played by the chiefs, in this case Te Wereta, in the alienation of land was at issue. Naturally, from a Crown point of view, the splintering of interests in block (although it could be argued there was never unity) represented a real danger. Would this lead to the re-negotiation of numerous earlier purchases? McLean did not think that the Puhawa block represented a precedent for

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79. Searancke to McLean, 29 November 1860, AJHR, 1861, C-1/75, p 300

80. Turton, deed receipts 47, 49, 51

the rest of Wairarapa, but in 1862 he did think the matter of significant magnitude to request that Grey return to the area to sort the matter out.<sup>81</sup>

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81. Ibid

## *Wairarapa*

In relation to the appropriate role of chiefs in land selling, Wairarapa Maori seemed to be mirroring events that had begun earlier to the north at Hawke's Bay. The violent disagreement between Te Hapuku, Te Moananui and their respective followers revolved around the extent of Te Hapuku's selling of land. In September 1858, after peace had been restored in Hawke's Bay, a hui was called where various resolutions were made. Among these were the maxims that 'everyone should do what they pleased with their own land', that 'the system of selling through the chiefs should be abandoned', and that 'anyone guilty of selling another's land should be punished by death'.<sup>82</sup> Cooper had observed the effects of this feeling at work in south Porangahau, which bordered on Wairarapa. Cooper noted that the claimants to sell the land had split into small groups, and that these were impossible to unite. As a result each person wanted to sell his own piece, which often overlapped with the piece of his neighbour. From Cooper's point of view, this development made negotiations a lot more difficult and surveying costs almost prohibitively expensive in relation to the area of land obtained.<sup>83</sup> Cooper concluded in March 1860 that for Hawke's Bay in 'these days of the King and Runanga movements the authority of the hereditary chiefs goes for very little when opposed to the majority of the tribe'.<sup>84</sup>

It appears therefore that the late 1850s early 1860s was a time when the role of the powerful chiefs was being increasingly questioned. Smaller units of people were looking to splinter out of the paramount chiefs' control, or to unite in Runanga to control them. It is unlikely that this process was universal. A lot would depend on the actions of leading chiefs of an area and the traditional extent of their control. Powerful chiefs did not take lying down these challenges to the role they had created

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82. Cooper to McLean, 30 September 1858, AJHR, 1862, C-1/47, p 339

for themselves. Ngatuere and Te Manihera, as examples, vigorously defended their positions. One of the first disputes Searancke dealt with, in July 1858, concerned the Kahungawariwari block. A dispute had arisen in consequence of payments made to Te Manihera. Searancke thought that the ‘peace was seriously jeopardized’. Clearly Te Manihera did not back down, for Searancke paid an extra £100 to the £100 due to satisfy the demands. At the same time Searancke had to deal with a dispute between Ngatuere and Te Manihera over the payments due on the Taratahi block. Four hundred pounds were due on the block and Te Manihera wanted it all. Searancke claimed to have settled the problem by paying only £200 and leaving Te Manihera to deal with McLean. Searancke hoped a letter from McLean should ‘shut him up’.<sup>85</sup> Later, in 1861, Te Manihera was locked in another battle for the right to sell land. Again his opponents were rival major chiefs, all trying to assert their authority. The land was at Wharehanga (location uncertain). It had been sold to the Government but Te Manihera disputed the sale and refused to allow surveyors onto the land. According to Searancke ‘the Natives’ asserted that Wiremu Kingi and Te Waka were the rightful owners.

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83. Cooper to McLean, 22 September 1858, AJHR, 1862, C-1/46, p 338

84. Cooper to McLean, 8 March 1860, AJHR, 1862, C-1/66, p 350

85. Searancke to McLean, 5 July 1858, AJHR, 1861, C-1/45, p 275; Searancke to McLean, 9 July 1858, McLean papers

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The year before Searancke reported on a ‘fearful disturbance’ between the Ngaihitau Maori and Ngatuere about the Hurunuirangi reserve.<sup>86</sup> Ngaihitau had been resident on it, and claimed a portion of it as owners. In this they were opposed by Ngatuere. Searancke displayed his sympathies by concluding that Ngatuere was right in his claims and Ngaihitau were supported by the Rununga, and therefore, presumably, wrong. Searancke determined to purchase the reserve, stating that he ‘would not on principle buy a reserve except in a case where quarrelling is going on and likely to lead to blood shed such as the case is’.<sup>87</sup>

### **4.4.6 Other issues**

#### *(1) Crown grants*

Several instances of Maori as individuals and as a group selling large areas at a low rate and buying back portions of the same land at the high rate of 10 shillings an acre, in order to possess holdings of land which would definitely be recognised by the Government, have already been alluded to. References to other examples of this practice can be found in the correspondence between McLean and his subordinates. In June 1855, McLean remembered to tell Cooper that in December 1853 the chief Tutere had given him £20 for 40 acres, and Te Matanga had also paid cash for land that he had in cultivation.<sup>88</sup> Later, in 1859, when Searancke reported on the purchase of Tupurapura and its adjacent blocks, he noted that independent of their reserves Maori had subscribed to purchase other portions.<sup>89</sup>

The question arises, why would anybody consent to such an arrangement? Searancke put his finger on the answer in 1860, ‘A general feeling of insecurity respecting the tenure of their reserves now pervades the Native mind, through the whole Province, and I believe results from a want of tangible proof that the Crown has made over such reserves to them and their posterity forever. There appears a feeling that they will be deprived by the Europeans of such reserves as are not held

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86. Searancke to McLean, 28 January 1860, McLean papers

87. Searancke to McLean, 20 January 1860, McLean papers

88. McLean to Cooper, June 1855, AJHR, 1861/34, pp 268ff

89. Searancke to McLean, 26 February 1859, AJHR, 1861/43

either by grant from the Crown, or other documents emanating from the Governor himself'.<sup>90</sup> The practice reflected a belief that land held as reserves, let alone land held under traditional Maori title, was not secure. The only way some Maori believed they could truly own their land was to obtain a Crown grant. Therefore some preferred to have a smaller amount of land from a Crown grant than a larger amount of land that was not so secure. It is also likely that some preferred the prospect of having individual title to a piece of communally held land.

Searancke, in the passage above, also linked Maori insecurities over land tenure to the 'reserves' question. The numerous instances of reserves being sold by chiefs showed conclusively that these areas of land were not inviolate or inalienable. If it had ever been the purpose of reserves to be permanent pieces of land to retain, then the record of success was 'patchy'. Beyond Searancke's comments, it is likely that if significant numbers of Wairarapa Maori held the view that their original lands and reserves were not in a position of secure title, they had had that view impressed on them, either by Crown agents, settlers, or by observation of squatters' insecurity of tenure. This issue has implications for the way which the initial negotiations for sale were conducted.

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90. Searancke to McLean, 21 February 1860, AJHR, 1861/61, pp 288f

## *Wairarapa*

Not everyone had to buy back land to obtain a Crown grant. Some were perhaps more adroit in their negotiation. Important chiefs had included individual reserves for themselves as part of deeds of sale. The most successful at this was Raniera. In return for guiding the sale of the East Lake Block in 1853 he secured for himself a reserve of 2840 acres. So, there were two categories of Maori expecting Crown grants: those whose reservations of land were made as part of a deed of cession; and those who had arranged to obtain the land separately. These two categories were not as clear cut, however. In 1862, a list was made using this division. There were 20 pieces of land involved, totalling 6655 acres 1 rood, and 18 chiefs. In that list, only Raniera's 2840-acre block and Te Manihera's 1000-acre block at Wharekaka were described as part of a deed of cession. Wiremu Kingi's block of 495 acres at Tupurapura was not supposed to have been connected to the deed of cession, yet it was. Likewise, the 100 acres for Ngatuere from the Manaia block were supposed to have been unconnected with the cession of the territory, yet they were. Most of the other parcels of land were in 100 or 50 acres blocks, the only other major piece being 1000 acres to Wiremu Waka, reserved from the Manawatu block, sold in 1853.<sup>91</sup>

After a couple of years in the area, Searancke was highly supportive of individual possessing secure title to land. He wrote to McLean:

I believe that ill feeling and many difficulties between Europeans and Natives, and among Natives themselves, have been caused and aggravated by unsettled land questions in this district particularly. Individualizations of title will tend to remove this. It is also the more necessary, in a district where the Europeans are daily increasing in numbers, that the title to land should be simplified as much as possible . . . I also believe that the issue of Crown Grants, where practicable among them, will tend to remove one of the great lines of demarcation between the Native and European, and every difference removed will be one cause less for jealousy and dispute.<sup>92</sup>

There we have an early call from the European side for a process resembling that undertaken by the Native Land Court a few years later.

Despite payments by Maori, promises by the Crown, and the enthusiasm of native land purchase officers, no Crown grants had actually been made by 1862. That the

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91. 'Abstract of Cases in which Promises have been Made, or Engagements Entered into by the Government with the Natives, that Crown Grants shall be Issued to Them', 11 February 1862, AJHR, 1862, E-10, p 23

92. Searancke to McLean, 28 November 1861, AJHR/74, p 299

mechanics of receiving a grant were so slow was a source of annoyance to Maori, and, naturally, a source of suspicion. As Searancke's note above suggests, the withholding of Crown grants from Maori had the potential to be viewed as a racist demarcation between the two peoples. He also observed that delay risked the alienation of erstwhile loyal supporters of the Crown. Raniera had written on 25 May 1860 asking for his grant, other important allies like Ngatuere were waiting for theirs also.

An isolated grant of 40 acres had been made to Ihaia Te Whakamairo, at Masterton in August 1859, but it was from January 1863 that the rest of the Crown grants were made. Significantly the first one granted was to Raniera, a loyal supporter of the Government. Twenty-four grants had been made by April 1865, totalling 8764 acres 1 rood. Five of the 1862 list were not yet granted, while nine others had appeared. Te Manihera obtained four blocks totalling 1906 acres. Another substantial addition was 1150 acres granted to Piripi Iharaira and Rewai Tamati on the East Coast near Whareama in April 1865.<sup>93</sup> In some cases, the wait for the Crown grant had been over 10 years. Some were finally successful, some still had longer to wait.

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93. 'Return of All Grants of Land and other Endowments Made for the Benefit of the Native Race; Crown Grants Issued for Native Subjects of Her Majesty', AJHR, 1865, E -7, p 1

(2) *Five percents*

As the second chapter outlined, some of the earlier and larger sales included the provision for 5 percent of the return to the Government when the land was sold to be paid to the Maori sellers. In short, the Government was very slow to pay the money and from the mid-1850s Maori of the area loudly called for the promise to be fulfilled. As the matter was dealt with in the late 1860s, it will be investigated fully in the next chapter. Throughout the period of this chapter, payments under the 5 percent heading were made in an ‘ad hoc’ manner. Certainly there were no clear instructions to Searancke when he arrived. He was unsure about what to do with 5 percents, and so asked McLean for instructions about them, ‘am I to pay [Manihera] or other natives anything on this account, I have not got any receipts for 5 per cents and therefore am shy of commencing a payment on that head’.<sup>94</sup>

Small ‘ad hoc’ payments made to chiefs under the head of 5 percents must be seen as part of a strategy to foster the support of chiefs, or at least, to buy their neutrality. An 1862 ‘Return of all sums paid and presents made to natives’ included numerous payments to chiefs under the 5 percents.<sup>95</sup> They included (January to March 1862):

Piripi Patoromu	£4
Wereta Kawekairangi	£10
Manihera and others	£15
Ngatuere	£20

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94. Searancke to McLean, 28 May 1858, McLean papers

95. AJHR, 1862, E-12, p 15

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Wirimu Naera	£1
Arama Tuko Kairangi	£10
Wereta	£10
Wereta	£25
Wiremu Kingi	£25
Raniera	£400

Major chiefs also had the opportunity to accept Native Assessorships, with a annual salary of £30 to £50. Six prominent land sellers were recommended for Wairarapa in December 1860, Te Manihera, Ngatuere, Wi Potangaroa, Raniera, Hemi Te Miha, Ihaia Whakamairu. Two others were to be nominated for the East Coast.<sup>96</sup>

Searancke also commented on general discontent in Wairarapa about the realisation of other promises made to them at the beginning of the negotiations. In September 1859, Searancke noted that Wairarapa seems forgotten by the Government and that ‘the Natives feel it’. He commented that the ‘Natives very much depressed in spirits in valley generally’. He gave them some food and asked McLean whether some employment could not be found for some of them’.<sup>97</sup> They were not receiving the expected benefits of jobs and public developments. Yet, Searancke was not always so sympathetic. In January 1860 he observed the ‘general discontent against the Govt superinduced in a great measure by their poverty and their debts, as if the Govt were responsible for them’.<sup>98</sup>

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96. AJHR, 1861, E-31

97. Searancke to McLean, 10 September 1859, McLean papers

98. Searancke to McLean, 20 January 1860, McLean papers

(3) *Miscellaneous*

One or two problems that Searancke had to deal with as district commissioner did not directly affect the Crown. Donald had taken up a lease on the Manaia run in 1848. He had paid five years rent in advance. From 1853, when purchases had begun and leasing had supposedly been stopped, he refused to pay more rent, while still remaining. The Manaia block was purchased in 1858 and then Donald wanted to exercise his pre-emptive right as runholder to purchase his homestead. Searancke's view was that the Maori were clearly entitled to the rent and until Donald 'honestly fulfilled the lease' he would not be entitled to the homestead.<sup>99</sup>

**4.5 1862–65: McLEAN, FEATHERSTON, COOPER**

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99. Searancke to McLean, 16 July 1858, McLean papers

In the middle of 1862 Searancke was relocated by the Native Land Purchase Department. His failures on the west coast and his difficulties with Te Manihera had given strength to his enemies. McLean returned to the area in early 1862 and completed the purchase of some blocks that Searancke had been working on. The Makara block (estimated to contain 8000 acres) which McLean had begun negotiations on in 1856 and which Searancke had made an additional payment of £20 on 13 January 1860 was completed on 17 January 1862. McLean paid out a further £320 to make a total on the block of £400. Even after all the troubles caused by loose boundaries this deed provided another example. The external boundaries were marked by place names and a reserve not more than 100 acres was promised. Only three signed the deed. McLean next completed the drawn out question of Arama Karaka's land in the Pahaoa block. In 1856 £100 was paid, now on 27 January 1862 another £175 was paid for the estimated 3900 acres. This time there were 14 signatures on the deed and a plan drawn up of the boundaries.

Next, McLean completed an addition to the Te Whiti block that had been bought in 1855. The payment for this 740 acres of land had been staggered: £20 paid on 18 August 1860; £20 more on 24 January 1862; and then a final £60 on 12 February. Twelve people signed the deed. The payment on this occasion had been worked out to an acreage of 740 and the boundaries when surveyed would be made to fit that acreage. Besides the £100, an important payment was 100 acres of land to Hamiora Pukaiahi. Again the precise location of this land was not defined. It is likely that Hamiora would have expected a Crown grant for this land.<sup>100</sup> If he got one then his

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100. Turton, deed 171

## *Wairarapa*

strategy of getting as a reserve was preferable to buying back the land at 10 shillings an acre.

Three days later McLean bought a reserve from the Whawhanui block (bought in 1853), estimated to contain 1000 acres for £80. Curiously the land was bought off an individual, Karauria Kape, and sold as if it had belonged to that individual. The deed read ‘this is the piece of land which I withheld as a place for myself on the sale of the land on the 25 of the October 1853’.<sup>101</sup>

Featherston had taken up the mantle of purchaser by the time the next deeds were signed. He completed three blocks in one day on 22 January 1863. First, the Tauheru block which contained an estimated 21,000 acres. Both McLean and Searancke had paid instalments totalling £80, and Featherston paid a further £140 to complete the purchase of ‘all our right title claim and interest whatsoever thereon’. Seven signed the deed, the first in the list being Hamuera. That same Hamuera received a 156-acre reserve. A plan was annexed to the deed showing the boundaries and the location of the reserve, but only their shape – the precise location of the lines as they related to the ground still awaited the survey. Featherston also bought the Kahutara Bush block, estimated to contain 900 acres, off four chiefs for £200, and the Otumaunga block off the same four chiefs plus Ihaka for £40.

Featherston returned to his land purchaser functions in May of that year to purchase a 62-acre block, called Te Kohutu, off two sellers. Fifteen pounds was paid and a detailed and surveyed plan was drawn up of the block. The sale was interesting because it apparently required the Governor’s consent under the ‘constitution act’. That consent was given by Governor Bowen on 27 June 1868 and

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101. Turton, deed 172

included along with the deed. Featherston did the same thing again in April of the next year. Again there were two sellers – Karaitiana Korou – was in both of them. This time the block was 430 acres at Whangaehu for which £25 was paid. Again the Governor's consent was required and given later. If the measure had been put in place to slow the alienation of further Maori land in the area, it had obviously failed.

The same day as the Whangaehu purchase was concluded Featherston obtained a larger block called Kopuaranga. It was estimated to contain 4620 acres and it sold for £300. Having 14 signatures as it did places it as one of the most widely shared in sale in the district after 1854. There was no Governor's consent appended to this deed. Two most prominent sellers sold another block on 26 April. Te Manihera and Rawiri Piharau sold a 150-acre block at Pouawatea, near Featherston, for £150. This was possibly part of the block which Rawiri finally received from the Government in 1860.<sup>102</sup>

The last two purchases in the area before 1865 were made by Cooper. On 19 April 1864 he completed the Kumurau block at Tauheru which McLean had earlier begun by paying £103. Cooper completed the sale by paying a further £200 for which he obtained four signatures. The block was estimated to contain 12,000 acres. In August he purchased another 4000 acres at Motukaitutae, at Upokongaruru. Seventeen signed the deed and £100 was received.

From the estimates given in Turton, during this period (1862–65) a further 56,902 acres were sold in Wairarapa. Allowing for the usual inflation of block sizes, we could tentatively revise that to between 40,000 and 50,000 acres.

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102. Turton, deed 179

#### **4.6 CONCLUSIONS**

From 1854 to 1865, there was a lot of land purchasing, selling, and claiming in Wairarapa. A simple addition of the estimated areas of blocks sold suggests that 261,190 acres were sold between late 1854 and 1865. With the possible reductions to these estimates that I have suggested throughout, the figure could be closer to 220,000 acres. In contrast to the first session of purchases in 1853 and 1854, the prices for land increased yet the number of Maori signing for the land decreased. On the surface it looks as though the financial benefits of selling the land were hijacked by a number of prominent sellers. This was a process that was encouraged by the Crown purchasers, who were happy to do business with only a few sellers. The critical question is, did those small number of sellers have a mandate from the rest of Wairarapa Maori? There is no simple answer to this – it is likely that there was variation through the region and through the various stages. Certainly there is evidence of complaint against some selling chiefs, Te Manihera and Te Wereta particularly. There are more examples, however, where the actions of chiefs were apparently not challenged. A related issue is the appropriate role of the Crown in the matter of chiefly authority to sell land. Certain chiefs vigorously asserted their rights over lands, as they vigorously asserted their place in Maori society. Was it the Crown's job to question that and to undermine these chiefly aspirations in favour of the interests of the 'ordinary people'? There seems to be a case that on many occasions the Crown had been uncritical of the numbers of valid interests in pieces of land when it so frequently accepted offers of sale of land from so few.

*Crown Purchases and Land Issues, 1854–65*

Similar issues are involved in the question of the extent of land sold, and we have visited them before. Should the Crown have more actively limited the amount of land Wairarapa Maori could sell. Should they have taken the decision to sell land out of the hands of Maori in order to preserve a lasting estate. In other words, should the Crown have been more paternalistic? Or, could it be put another way, could the Crown have been less encouraging of those chiefs who boldly asserted their right to sell so much land?