

*KAIHU THE DISTRICT
NORTH RIPIRO WEST COAST
SOUTH HOKIANGA*

**HISTORY AND LEGEND REFERENCE JOURNAL
TWENTY ONE**

1800-1900

*EARLY LAND OWNERSHIP
KAIPARA TO HOKIANGA*

CLAIMS: SALES: PURCHASES: LEASEHOLDS: CONTROVERSY...

PART ONE

*"THERE IS GOING TO BE A LOT MORE PEOPLE
BUT NEVER ANY MORE LAND"*

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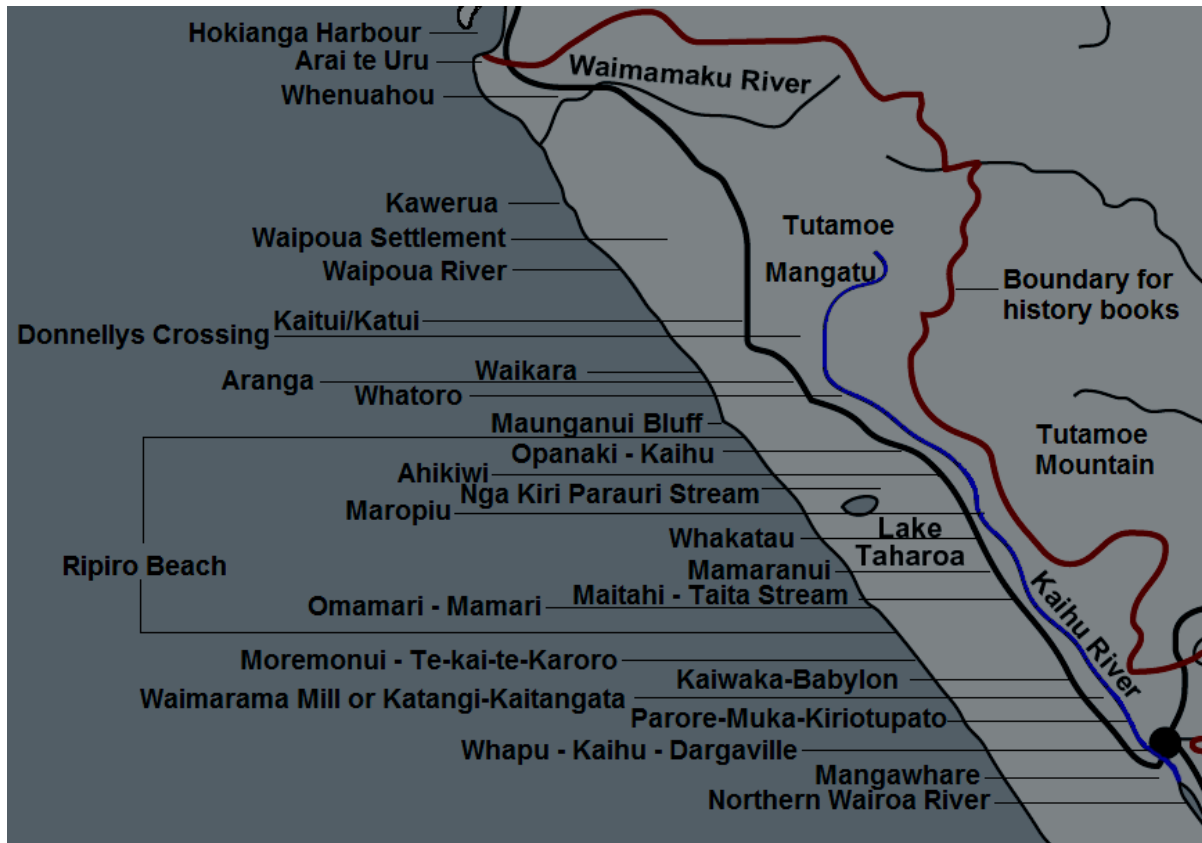
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Note: Please remember that Kaihu or Whapu is the name given to the area at the mouth of the Kaihu River now known as Dargaville. Opanaki was the name of the area known as Kaihu today. The change was made towards the end of the nineteenth century.

INTRODUCTION

2008 IWI EXPECTS \$9 MILLION

**Treaty settlement likely soon: Dargaville News
Wednesday, 24 September 2008**

The longest running treaty negotiation to date involving Waipoua iwi Te Roroa is likely to be settled this week.

The government is to make Te Roroa an offer of \$6 million which will offset costs of purchasing the properties, according to a leading Labour Party spokesman.

Labour Tai Tokerau candidate Kelvin Davis says the settlement means Te Roroa will not need to borrow to buy deferred selection properties.

Negotiations between the Crown and Te Roroa took 13 years before a deed of settlement was signed in 2005. Support for the settlement legislation had been delayed

because of concerns over Te Roroa's ability to buy some properties without incurring a debt, and the return of the sacred sites of Kaharau, Te Taraire and Kohekohe taonga.

The settlement package contains a formal Crown apology, cultural redress including the transfer of 24 areas of Crown-owned land of special significance to Te Roroa, and a \$9m combination of Crown-owned land and cash. It is good that Te Roroa will finally get redress with the return of their lands to them, says Mr. Davis. It will help iwi in the healing process and allow them to progress into the future. This settlement lays down the foundations for Te Roroa to make secure economic gains going forward which is long overdue, he says. I am pleased that the Crown has acted to settle this claim

after such a long time, and I am especially pleased for Te Roroa who have had to work extremely hard for this settlement. Te Roroa Whatu Ora Trust Board chairman Alex Nathan says getting to this point is good and will allow iwi to begin stages of economic and social development for the benefit of its entire people.

Mr. Nathan says the claim area, which includes two small sections in Dargaville Township, only involves Crown-leased land and will not involve any private land.

(Note: This last statement is questionable as the Mold's section at Waikara was a freehold title.)

A spokesperson for Minister of Treaty Negotiations Michael Cullen's office says the third and final reading would be happening this week and the legislation was expected to get broad parliamentary support.

Note: It is my educated view that the recent claim by Te Roroa for the land of Waipoua was unjust with the Crown making a big mistake during 1876 when it gave individual Iwi-Hapu ownership to the land between Northern Wairoa and Hokianga. All of this land by birthright and seniority was under the Mana of **'Parore Te Awha'** who had a direct line back to 'Toa' the earliest known head chief of this area and Parore should have been awarded as such. This recent claim awarded to Te Roroa created a huge social rift in the Valleys of this area and a tremendous cost to the people of New Zealand. The Crown lawyers in this case should have based their defence on the true ownership of the land before 1876. I believe if they had done their homework they would have overturned the Maori Land Courts decision made in 1876 and awarded the land of Waipoua back to Parore and his people. The only condition Parore made with the Crown at the 1876 hearings was that there be a reserve added to survey plans around Lake Taharoa at the Kaiwi lakes so all people could use these magnificent waters for hunting, gathering of food and recreation for all people of this land.

Note: The map used in the Crown's purchase of the Maunganui block did not show that the owners wanted to retain any land other than the land around Lake Taharoa. There is no direct evidence as to why the Urupa/Reserves of Manuwhetai and Whangaiariki south of the Maunganui Bluff should have been included in the map.

In Journal one **"FROM THE SEA THEY CAME ALL COLOURS AND CREEDS"** I established individual Maori Iwi and Hapu between the Kaipara and Hokianga Harbours. In turn this gave me some historical knowledge of where these people had lived which then gave me some indication as to who owned the **"LAND OF TOA"** the land between the Kaipara and Hokianga along the Ripiro west coast.

From 1830-1900 we had individual European as well as the Crown purchasing large tracts of this land, between the Kaipara and Hokianga harbours: in turn some of these purchases would become very controversial as the following chapters will expose...

1881 MAORI CENSUS

The 1881 census gives a fair indication of where each different Iwi or Hapu lived.

South Hokianga;

There is a small contingent of Te Roroa living at Waihou, east of Waimamaku, with a strong contingent of Ngati Korokoro living in the South Hokianga districts, including Waimamaku and Pakanae. Both Hapu say they are affiliated to Ngapuhi.

Kaihu Valley;

There is a mix of Roroa and Rarawa Hapu living on the Kaihu, who are all affiliated to Ngapuhi.

Northern Wairoa;

A very strong contingent of the Parawhau Hapu living in the north of the Wairoa River, who said they were affiliated with Ngapuhi.

Kaipara;

The Uri-o-Hau Hapu are living at Pouto, north of the entrance to the Kaipara Harbour, and are affiliated to Ngati Whatua.

Finally, Ngati Whatua and their Hapu are living east and south of the Kaipara Harbour.

And so as we read on, the age old, world-wide, **controversy** of who owns the land whether it be inherited or won for in battle, paid for in kind, bought legally or just stolen did not escape those early people living in the north of New Zealand from the outside world:

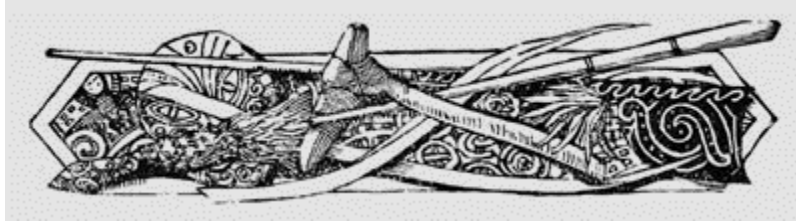
As early as about 1500 AD we had individual Iwi or tribal ownership of the land between Kaipara and Hokianga changing hands to the victors of legendary battle's, or just inherited through strong family ties. This continued for about the next three hundred and fifty year's until about 1830 when the influence of the missionaries helped established individual Iwi or Hapu in their more permanent settlements...

NGAPUHI SAY...

"The house of Ngapuhi stretches from Tamaki Makaurau in the south to Cape Reinga in the north. Its walls are the sub-tribes: Ngati Whatua in the south, Te Rarawa in the west, Te Aupouri in the north and Ngati Kahu in the east"...

1

THE LANDS OF NGATI RANGI AND TOA



HISTORY RELIVED FROM JOURNAL ONE...

NGATI RANGI

Note: One of the oldest named tribes proved by written records for “The Lands of Toa” is ‘Ngati Rangi’ who, as legend would have it, was descended from the Canoe “*Mamari*”, which landed on the Ripiro west coast at Omamari in approximately 1300 A.D.

HISTORICAL LEGENDARY NOTES FOR NGATI RANGI

An esteemed Ngati Rangi elder asserted that Ngati Rangi, as the name might suggest, descended from the heavens.

Contemporary to the time of “Toa” a blind man of great importance named “Pinea” of Ngati Whatua was buried alive atop Maunganui Bluff, as his people were tired of carrying him around.

His mission, in death, was to keep watch over the vast lands extending southward to the Northern Wairoa.

Now it is said that “Pinea” was the father of the five Hapus of Ngati Whatua, who mostly settled in the Kaipara district.

His mother, Wareiahunga and also his wife, Takutaiakura, were of Ngati Rangi, who had arrived about 1300 AD and had taken the land from the original people. The Ngati Rangi had come on the “*Mamari*” canoe and had landed at Omamari in 1300 AD.

Ngati Rangi was a wide-ranging *Hapu* (clan), with strong claims to land in the Taiamai and Tautoro areas to the east, and also at Kororareka (Russell).

Pehi-Rangi, the mother of Parore-Te-Awha (chief of Waipoua and the Kaihu River Valley), was of the Ngati Rangi Hapu of Kaikohe, and a descendant of Rahiri.

Ohaeawai *pa* in its original form was the headquarters of the chief Pene Tauī of Ngati Rangi. Pene Tauī sided with Hone Heke during the battle at Ohaeawai against the British Red Coats in 1845.

Nestled in the picturesque valley of Tautoro, south of Kaikohe, in the central northern part of the North Island of New Zealand is the Mahuhukiterangi Marae. It is one of two standing marae in Tautoro Valley. These marae are the *turangawaewae* for the Ngati Rangi, Ngati Moerewa *Hapu* (clans) of Aotearoa and New Zealand's largest Iwi (tribe) Ngapuhi.

'TOA' THE LEGEND

Note: The legendary information I have in this Journal for the chiefs or leaders of the Maori people, who lived on the land between the Hokianga and Kaipara between the years 1700 and 1900, have a common ancestor being 'Toa' meaning "brave, bold, victorious, experienced, accomplished, adept, competent, skillful, and capable".

It was from Toa and his people, the Ngati Whatua, and the intermingling with Ngati Rangi, then Ngapuhi, that all the leaders of the Maori between Hokianga and Kaipara emerge.

From my reckoning Toa arrived in the Waipoua about the year 1700.

THE LEGEND OF TOA'S WIVES...

It has been said that those by Toa's first wife stayed on the land between Wairau and the Hokianga and became the Hapu of 'Te Roroa'. Those descended from Toa and his second wife is 'Chief Parore Te Awha' and his cousins 'Tirarau' and 'Taurau', who descend from Taramainuku, Toa's grandson. Taramainuku adopted the Hapu name Te Kuihi. Parore Te Awha, Taramainuku's grandson, inherited the lands of Tutamoe, Maunganui and Kaihu via Taramainuku's sister, who was a 'Ngati Rangi' slave wife. Some of those who descend from Toa and his third slave wife propagate the Te Uri o hau Hapu. Toa's son, Tiro, is the ancestor of Te Rore and Tiopira Kinaki, and also of the Te Roroa Hapu.

2

CHIEFTAIN DESCENDANTS OF 'TOA'

From those early people who came ashore on the Ripiro Coast we have emerge into the 1700's the omnipresent, legendary Chief Toa and his Ngati Rangi slave wives, who would become the common ancestors of the following emerging leaders of the 1800's between the Hokianga and the Northern Wairoa River.

Chief Te Tirarau of Northern Wairoa

Iwi: Strongly linked by blood to Ngapuhi

Hapu: Te Parawhau

Chief Paikea of North Head Kaipara

Iwi: Ngati Whatua

Hapu: Uri o Hau. He is strongly linked by blood to Te Tirarau and was protected by him during the Ngapuhi raids. He was living with Te Tirarau during the visit by Polack in 1832.

Chief Parore Te Awha of Waipoua and the Kaihu River Valley

Iwi: Descended from Toa who was Ngati Whatua and through his mother, who was Ngapuhi.

Hapu: Te Kuihi. He was also connected to Te Tirarau through marriage.

Chief Te Rore Taoho of Opanaki (Kaihu)

Iwi: Ngati Whatua

Hapu: Te Roroa

Chief Hapakuku Moetara of Pakanae

Iwi: Ngapuhi. He was related to Te Roroa through his mother and to the Ngapuhi of Otaua through his father.

Hapu: Ngati Korokoro, Hikutu, Ngati Hau and Ngai Tu.

Chief Tiopira Kinaki of Waipoua

Iwi: descended from Toa who was Ngati Whatua.

Hapu: Te Roroa.

All of the above *Rangatira* (chiefs), who later sold extensive areas of land to the Crown, were involved peripherally in commercial and land transactions before 1875. Chiefs Parore Te Awha, Hapakuku Moetara and Te Tirarau lived in close proximity to harbours and European trading establishments, so were particularly involved in these trades.

Chiefs Tiopira Kinaki and Te Rore Taoho were based in districts well away from European and mixed settlements and thus only occasionally visited by Europeans. They moved seasonally to work their *mahinga* (cultivations) and periodically to engage in the flax, Kauri gum and timber trade.

All these Rangatira were generally well-disposed to European settlers and to the government. Chief Hapakuku Moetara, like his father Rangatira Moetara, was an assessor in the resident magistrate's court and presumably understood English. Tiopira Kinaki's son, Rewiri, was literate in English and transacted business for his father. Parore Te Awha employed a scribe. Although I may mention many chiefs in this compilation of one form or another, the one chief who should feature the most is **Parore Te Awha**, as he was the paramount chief of the Waipoua and the Kaihu Valley from about 1820 to about 1890. Parore's move to the Kaihu Valley in about 1836 from his Pa at Waipoua is said to have been a consequence of his involvement in a fight with Te Roroa at Waiwhatawhata over a woman in about 1835, during which Maratea was killed. It was Maratea who had shot Hongi Hika in 1827, causing his eventual death at Whangarei on 3rd March 1828. Maratea had been living at Pakanae under the protection of the leading chief of the South Hokianga, Moetara Motu Tongaporutu of Ngati Korokoro. Parore withdrew to his Pa at Waipoua, which was attacked in retaliation, but after one day's fighting Moetara made peace. About a year later, in 1836, Parore left Waipoua and would never return.

HISTORY LEADING UP TO THE CLAIMS

The ancestors of Toa had moved, over several generations, progressing southward from the far north down to the Kaipara via the east coast and by 1700 were found at Maunganui Bluff and the Waipoua including the Kaihu Valley.

Two generations after Toa about 1760 AD, Taramainuku a grandson of Toa, inherited further rights to lands extending from Maunganui Bluff and the Tutamoe Mountains to the Wairoa River at Dargaville. He received this territory from his half-sister Teheru of another mother from Ngati Rangi.

Taramainuku, in turn, was the grandfather of **Parore Te Awha** who was considered to be Ngapuhi by the 1870's.

The following "pepeha" is significant...

Taramainuku te tangata ko Tutamoe te puke
Taramainuku is the man Tutamoe is the hill

Firth states this “pepeha” as one by which descendants claimed the Tutamoe range through Taramainuku.

Note “Pepeha” are traditional Maori sayings that are likened to proverbs or tribal boasts.¹

1795: Approx. *Rori drove Te Roroa from Waimamaku into the Waipoua. The Roroa defeated by Rori (Section of Ngapuhi) at Ponaharakeke near Waimamaku moved and mingled with Parore's people being another section of Ngapuhi at Waipoua and to the South. Rori was Ngapuhi. He had no land here. He came to exterminate the Roroa on Waimamaku. The fight at Ponaharakeke is true. The Roroa were defeated there by Rori. The refugees fled to Waipoua.*

Rori after this left Waimamaku and went to Owetanga on the coast. He was employed there catching fish.

The Fish at Kawerua;

Kawerua is south of Wairau on the Waipoua Block.

Some of the Roroa came from Waipoua and some of the fishing canoes Rori had just come in. The Roroa seized the fish. They stripped the men and scratched their backs with the spines of the fish. They escaped and ran off to Owetanga.

Rori was angry at the treatment his young men had received and he and Mahia decided to attack the Roroa on the eighth month (December): at the time appointed Mahia came from his place. He went to the place Rori. Mahia remained in the bush with the main body of the army, while Rori with seventy men went to gather kumara's. The Roroa from a pa named Wairarapa saw the people Rori at work on the Karaka trees. The Karaka grove was called the Takapau.

Taramainuku chief of Te Roroa (Note - Not Parore's grandfather by the same name) came out after the Karaka gatherers. The Karaka gatherers fled towards where Mahia was with the main body pursued by Te Roroa. The Mahia and his army rose attacked the Roroa and defeated them. The Roroa chiefs killed were Taramainuku, Tamatua and Waiputuputu. Rori made a “pepeha” on the occasion. The victorious party went back to Waimamaku.²

1 SOURCE: FIRTH 1973: 373; SMITH 1897A: 38

2 SOURCE: (EVIDENCE OF TIOPIRA KINAKI, NORTHERN MINUTE BOOK 2 PAGE 207 - 208, CONCERNING CASE OF WAIMAMAKU, WEDNESDAY 16TH JUNE 1875) (NOTE - THIS TARAMAINUKU IS OF ROROA BUT NOT THE SAME TARAMAINUKU WHO WAS PARORE TE AWAHA'S GRANDFATHER

3

EARLY LAND SALES AND PURCHASES

From very early land sale agreements we get some idea which Iwi /people, Hapu/clan and or representative of these, made claim to certain areas when they sold to those first emerging Europeans between the **Kaipara and Hokianga;**

Note: All the following agreements are copies of the originals so please excuse the grammar and spelling. It makes them authentic.

Starting from the Hokianga and moving down the Ripiro Coast to North Kaipara I have been able to obtain copies of some of those early agreements for the following early settlers...

1/. 1831-1835: JOHN MARMON, HOKIANGA, OFF HIS FATHER-IN LAW, CHIEF HONE KINGI RAUMATI OF NGAPUHI

2/. 1828-1835: CAPTAIN WILLIAM YOUNG, KOUTU POINT HOKIANGA, OFF, CHIEFS RANGATIRA AND MOETARA OF NGATI KOROKORO: CHIEF NENE, HAPU NGATI HAO OF NGAPUHI.

3/. 1832-1838: JOHN MARTIN, SOUTH HEAD HOKIANGA, OFF, MOETARA AND RANGATIRA HAPU OF NGATI KOROKORO.

4/. ABOUT 1880: GEORGE WYATT LEASED OFF TIOPIRA AT KAWERUA.

5/. 1838: DR. RICHARD DAY AND REVEREND GEORGE STANNARD, KAIHU VALLEY, OFF CHIEF PARORE TE AWAHA. STRONGLY CONNECTED TO NGAPUHI.

6/. 1839-1851: THOMAS SPENCER FORSYTH, MANGAWHARE, OFF CHIEF TE TIRARAU ALIGNED WITH NGAPUHI BEING CLOSELY RELATED TO HONGI HIKA: AND WIREMU TIPENE OF NGATI WHATUA.

1/. JOHN MARMON (CANNIBAL JACK) AT HOKIANGA



Left: Known as Cannibal Jack he was a fine example of a “Pakeha Maori” of Hokianga of that time 1820-1880. John married the daughter of Chief Hone Kingi Raumati.

He embraced the Maori culture wholly and the perks were the ability to purchase land easily, fine women and the protection of the adopted tribe.

He was a very cheeky gentleman, a stirrer between Maori and European and his journals written about 1880 with some of his remarks relating to history aspects were seen to be somewhat conjecture only but overall his story gives an insight into his very illustrious life as a seaman, trader,

warrior, cannibal, land owner and farmer.

A study of John/Jacky Marmon revealed some early land deals for him as follows...

1827

**JOHN MARMON-1500 ACRES OFF:
NARWAKA WITH MOODEWAI (MURIWAI) A WITNESS**

PUKEAITANGA BLOCK, RIVER WAIHOU, HOKIANGA DISTRICT

*1827. 12 September. Hokianga District: This Indenture made the twelfth day of September in the Year of our Lord One **Pukeaitanga**. John Marmou. thousand eight hundred and Twenty-seven Between Narwarka a New Zealand Chief residing at Cuppa Cuppa a village in Ukeauha of the first part and John Marmon a Native of New South Wales now residing at Pooke I Tangha in the neighbourhood of Ukeauha of the second part Whereas the said Narwarka being legally entitled by birthright to certain lands of and in the aforesaid place called Ukeauha Doth hereby Receipt. agree to sell and dispose of certain lands of and in the said place to John Marmon in consideration of the said Narwarka having obtained from the said John Marmon in payment for the same two muskets four blankets five tommahawks six hoes three axes six plain irons six pair of scissars one hundred flints three hundred musket balls two Boundaries. [1,500 acres.] catouch boxes two bayonets and a quantity of powder All that Wood at Pooke I Tahgha and the land whereon the same grows from the South end to the North end of the same and likewise all and every piece and parcel of land of and in the said Wood except the lands that are deemed sacred by the aforesaid Narwarka namely burying-grounds or any place where*

dead has been laid out. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Narwarka x his mark. I.s.

John Marmon L.S.

Witness—

John Johnston.

Moodewai x his mark, a Chief of New Zealand.

**1831: 1,500 ACRES FROM:
CHIEF HONE KINGI RAUMATI AND JOHN MARMON
IWI: NGAPUHI: HAPU NGATI TORO, NGAHENGAE, TE POPOTO
RAUMATI SIGNED THE TREATY 1840**

**ENCLOSURE 1 IN NO: 243
TRANSFER FROM MARMON AND RAUMATI TO MCDONNELL AND RUSSELL.**

*1831. 28 October. **Pukeaitanga.** Transfer to McDonnell and Russell. Know all men by these Presents that We John Marmon and Narwarka alias Raw Mati both of Hokianga in the island of New Zealand do hereby declare that we are the sole and only proprietors of certain lands Woods Tenements Rivers and Creeks as will be hereafter truly described in this Deed and Instrument and all and every part and parts thereof we have this day sold unto Thomas McDonnell and George Fredk. Russell their Heirs Executors and Administrators forever for Twenty Musquets, Three hundred and one pounds of Gunpowder, One Suit of Clothes, Twenty-eight yards of Print, all of which we John Marmon and Narwarka alias Raw Mati as aforesaid do hereby acknowledge Receipt. to have received from Thomas McDonnell and George Fredk. Russell, and in order to prevent any dispute or misunderstanding hereafter, We the aforesaid John Marmon and Narwarka alias Raw Mati do hereby for ourselves, our Heirs, Executors and Administrators do hereby agree to the following description of the aforesaid Lands, Tenements, Boundaries. [1,500 acres.] Woods, Rivers and Creeks sold by us as aforesaid, that is to say, A line running from Puke-iai Tanga in a West line by compass over a hill and to the bottom of a valley about Two miles or thereabouts is to constitute the Southern boundary—All the River frontage from Puke iai Tanga to Hue Tohia is to constitute the Eastern or River boundary—:at the North-East Extremity of Hue Tohia as aforesaid a line running West North West by Compass Five miles is to constitute the Northern boundary, at the termination of which, A line running South South East until Puke iai Tanga bears East by Compass is to constitute the Western or inland boundary of the said Lands, Tenements and Woods Rivers and Creeks which we have sold to Thomas McDonnell and George Fredk. Russell and for which We John Marmon and Narwarka alias Raw Mati as aforesaid do hereby acknowledge to have received full and just payment for the same. And be it further known that we John Marmon and Narwarka alias Raw Mati as aforesaid for ourselves, Executors, Administrators, and Assignes do hereby*

covenant promise and agree to and with the said Thomas McDonnell and George Fredk. Russell their Executors Administrators and Assignes in manner following, that is to say, that the hereby bargained Premises and all and every part thereof are and so forever shall be remain and continue unto the said Thomas McDonnell and George Fredk. Russell their Heirs Executors Administrators and Assignes free and clear and freely and clearly acquitted exonerated and discharged of, and of and from, and against all former and other gifts, claims, bargains, sales and encumbrances whatsoever, and the said Thomas McDonnell and George Fredk. Russell is to have and to hold the aforesaid Land Tenements Woods Rivers and Creeks, also all the Timber of every sort and description be the same growing or felled and all and everything that may be on the said Land as aforesaid for their own proper use and uses, and for their own proper Goods and Chattels from henceforth and forever without let or hindrances, We John Marmon and Narwarka alias Raw Mati have reed, full and just payment for the same, in witness whereof we do hereby put our hands and seals this Twenty-eighth day of October One thousand Eight hundred and thirty-one.

Raw Mati.L.S.

John Marmon. L.S.

Witness'd by us,—

Willm. Austr. Maingy.

James Palmer.

**1834: 400ACRES FROM:
CHIEF HONE KINGI RAUMATI**

**Deeds—No: 262
TE KOKI BLOCK (JOHN MARMON), HOKIANGA DISTRICT**

*1834. 12 April. Hokianga District: Know all men by these presents that Raumati a Native Chief of New Zealand hath this day namely the twelfth day of April in the year of our Lord one thousand eight hundred **Te Koki**. John Marmon. and thirty-four Bargained sold transferred alienated and set over And doth by these presents bargain sell transfer and alienate all my right title claim and demands whatsoever to all that piece or parcel of Land called or known by the name of the Koki [400 acres.] bounded by the river Hokianga in the front on the East by the river Hokianga up that river to Lands belonging to Receipt. the said John Marmon on the West by the Creek Hua Taw extending up that creek to the Creek Waikidi and from thence by a line by compass bearing inland East by North till it cuts the Eastern boundary Together with all timber waters water courses rivers Bays streams inlets rights of ways and every other property appertaining thereto to John Marmon of the Hokianga aforesaid Sawyer his heirs and assigns forever for and in consideration of the following Goods viz. Eleven Muskets, One hundred and fifty pounds weight of Gunpowder, three Boat Axes, three hundred weight of Lead, one Fowling*

piece, two Shirts, one pair fustian Trousers, one bag of Shot, one leather Cap, one Boat Cloak, and one large Rug, the receipt whereof I the said Raumati doth hereby acknowledge as a full and sufficient payment for the Lands, Timber &c. as aforesaid. And I the said Raumati doth hereby for myself, my Heirs and Assigns covenant and declare that the said John Marmon his Heirs and Assigns shall and lawfully may at all times hereafter peaceably and quietly enter upon and enjoy all and singular the said premises with the appurtenances and take and receive the rent issues and profits thereof to and for his and their own use and benefit without any hinderance molestation or interruption whatsoever from me the said Raumati my heirs and assigns or any person or persons whatsoever And I the said Raumati my Heirs and Assigns shall do everything in our power to secure and protect the said John Marmon his Heirs and Assigns in the peaceable and quiet possession of the said piece or parcel of Land In Witness whereof I the said Raumati have hereunto set my Hand and Seal the day of the Year first within written. Raumati his x mark. I.s.

Signed sealed and delivered in the presence of—

Robt. Hunt.

John Wells his x mark.

Nos. 158 and 158a.O.L.C. A True Copy of Original Deed.

H. Hanson Turton.

Wellington, 25th November, 1878.

**1835: 250 ACRES FROM:
RAUMATI-RUINUI-TAUNUI
IWI: NGAPUHI**

**Deeds—No: 271
HAUTAPU BLOCK (JOHN MARMON), HOKIANGA DISTRICT.**

*1835. 22 September. Hokianga District: Know all Men by these presents That We the undersigned Native Chiefs of the River **Hautapu**. John Marmon. Hokianga in New Zealand Hath this day namely the Twenty-Second day of September in the year of our Lord One Thousand eight hundred and thirty-five, Bargained Sold Transferred Alienated and Set Over All our rights Titles Interests Claims and demands Whatsoever To All That piece or Parcel of Land lying and being situated on the River Hokianga Fronted by that River from the Autopi at Rawhia or from John Marmon's former purchase of Rawhia to the Creek Wari Wari Kauri, And up the aforesaid Creek [250 acres.] to a small Creek known or called by the name of Taurapariko Situated about one hundred yards this side of the Land House and Premises of Alexander Thomson, And from the last mentioned creek by a circular line along the Top of a circular ridge of Hills to the Autopi or the back boundry line of Rawhia, Together with all Timbers Waters Watercourses Rivers Bays Streams Rivulets Inlets Rights of Ways and every other Property Appertaining thereto to John Marmon of the River Hokianga aforesaid, Sawyer*

&c. His Heirs and Assigns for Ever, For and in consideration of One pair of Blankets One Beaver Hat, One pair of Trowsers, One New Shirt, Five Pounds of Tobacco, and the sum of One Pound in Cash, Which I Raumatti One of the Receipt for cash and goods. Undersigned hereby on my part acknowledges to have received as My full sufficient and just payment for the Lands Timbers &c. aforesaid, And I the Ruinui One of the Undersigned hereby on my part acknowledges to have received in like manner from the said John Marmon Viz. One Bag of Shot and Ten Pounds of Powder which is considered by me a full and a just Equivient for the Lands Timbers &c. heretofore described in this Deed or Transfer, And to prevent Litigation hereafter, We do hereby Jointly and severally Declare to all Men that the Lands Timbers &c. &c. included in the boundaries described in this Instrument Was just previous to the Signing and Sealing of same the sole and undisputed property of Us the Raumatti and the Ruinui whose names are hereunto attached, And that we will at all times assert our former Rights and hereafter from this date the right of the said John Marmon thereunto (as it is this day conveyed by us as aforesaid) against all other Claiments whatsoever who may pretend to have a claim on the Property aforesaid. In Witness whereof We have hereunto set our hands and seals the day of the year first within written.

Raumatti his x mark. I.s.

Ruinui his x mark. I.s.

Signed Sealed and delivered in the presence of where no stamps are used—

John Wells his x mark.

J. S. Odeland.

Alex. Thomson.

Endorsement. I the undersigned Tau Nui Chief on the Hokianga having made a claim on the land specified in the within deed do by these presents give up all such claim acknowledging to have received from John Marmon the full payment for such claims and bind myself to protect the said John Marmon in the enjoyment of the said land.

Tau Nui his x mark.

Witness—

Geo. Poynter.

Charles de Thierry.

No. 158c.O.L.C. A True Copy of Original Deed and Endorsement.

H. Hanson Turton.

Wellington, 26th November, 1878.

1835-300 ACRES
WITNESSED BY RAUMATI: IWI: NGAPUHI

RAWHIA BLOCK (J. MARMON'S HOMESTEAD), HOKIANGA DISTRICT: 1835. 29 OCTOBER. HOKIANGA DISTRICT

In the name of God Amen

*Know all men by these Presents that We N'gau, Fanu, Matu Chiefs on the River **Rawhia**. [300 acres.] Hokianga in New Zealand do Agree to Sell Assign and without any reservation whatever make over all our Right, Title and Claim to the Land extending from the Autope to the Okaiware the River frontage from the latter place in a direct North line until it cuts the Ridge of Hills at the back is the Western Boundary; from the Autope in a direct line until it cuts the back ridge of hills as aforesaid is the Eastern Boundary; the said Land and all the Timber, Creeks and whatever may be thereon or within the said described Boundary Unto John Marmon for his Use, Benefit and that of his Heirs or Assigns for Ever. We the said Chiefs N'gau, Fanu and Matu having received in consideration Receipt. thereof the satisfactory payment of Sixty pounds of Tobacco, One Blanker, One Looking Glass, One Bag of Shot, One Keg of Powder (Weight twenty-five pounds)—We binding ourselves furthermore to protect the said John Marmon his Heirs or Assigns in the full Right and Title to all the said; Land with its appertainences. This Deed having been read over to us and fully explained on this day of Wenesday 29 day of October in the Year of our Lord One Thousand Eight hundred and Thirty-five and unto which We fully concur and approve by putting our Hands and Seals in the presence of—*

Tho. Stiles,

Thos. J. Mowat,

Matu his x mark. I.s.

Ngau his x mark. I.s.

Fanu his x mark. I.s.

Witnesses.

Witness—

Raumatti alias John King his x mark.

2/. CAPTAIN WILLIAM YOUNG

KOUTU -OPONONI BLOCK

Captain William Young arrived in the Hokianga about February 1831 on the Brigantine “*Tranmere*” captained by Smith from Sydney, accompanied by his wife Elizabeth and her two brothers, Charles and Edward Davis (the former almost certainly C. O. Davis). In later years, Lieutenant Morton Jones of HMS *Pandora* characterised the captain as a “*very respectable old Scotchman*”, and for that reason perhaps there is little to say about him. He was a man of some substance with property at Koutu Mongero or One Tree Point, on the Waihou River, and elsewhere in the Hokianga. His influence was invariably on the side of law and sobriety. During the attempt to enforce prohibition in 1835 he was empowered, with Moetara and Henry Oakes, to search vessels; and he acted as pilot or host for various visiting notabilities, including Marsden. Young, in short, embodied the virtues of “*respectable*” Hokianga and probably, if the truth were revealed, its conspicuous vices - self-righteousness and self-seeking.³

³ SOURCE: - RAMSDEN, BUSBY, 74; RAMSDEN, MARSDEN, 134, 195; R. M. R.

NEWS FROM PAPERS PAST FOR FAMILY "YOUNG";

NEW ZEALANDER 22 OCT 1856

TATTERSALL - YOUNG

BY SPECIAL LICENSE BY REV J H FLETCHER, WESLEYAN CHAPEL,
AUCKLAND, MR WILLIAM TATTERSALL TO ELIZABETH, ELDEST DAUGHTER
OF CAPT WILLIAM YOUNG, LATE OF HOKIANGA

In our obituary notice of to-day, we have to record the death of Captain William Young, formerly of Hokianga, one of the fast-diminishing band of old settlers who connect the younger colonists with the days of Old New Zealand, before the islands had been brought under the British flag. As such, and also because he was regarded with esteem and affection by both Europeans and natives with whom he came in contact, his death deserves more than the mere obituary notice. Captain Young was a native of Dundee, from which place he, as a lad, made a voyage to Greenland on board a whaler. He afterwards came out to Australia as mate of a vessel, and entered into the New Zealand trade, bringing over from Sydney cargoes of goods, and taking back prepared flax. After voyaging about Cook's Straits, where he was acquainted with Rauparaha, Rangihacata, and other celebrities, Captain Young came north, and, in the year 1826, went up the Thames, casting anchor off what is now Shortland Town, Kauaeranga. All that district was then an unknown land to Europeans; boarding nettings were used, and only two or three natives were allowed on board at a time. In 1831 Captain Young took up his residence at Hokianga, living there during the whole of Heke's war, when all the other European settlers in the district had left. He removed to Auckland with his family in 1856.

DAILY SOUTHERN CROSS, VOLUME XXIII,
ISSUE 3175, 20 SEPTEMBER 1867

During the administration of the late Government he was created a Judge of the Native Lands Court, and in that capacity proved himself eminently qualified for the office. He held his first Court

THAMES

DEATH.

On 15th April, at Shortland, Thames Auckland, Isabel Mary, second daughter of the late Captain William Young, of Auckland, and sister of Mr. T. E. Young, of the Native Department. Deeply regretted by all to whom she was known.

It is with feelings of deep regret we have fact that a
to announce the death of Mr Thomas
Edward Young, one of the Judges of the
Native Lands Court, which took place at

Otaki on the 13th instant, after a brief
illness of three days, whilst engaged in
the duties of the Court over which he was
presiding, and for which he was so ad-
mirably fitted. Mr Young was the
youngest son of the late Captain William
Young, formerly of Hokianga. He was
born at the time of Heke's war, and con-

sequently must have been little over 33
years of age when he died. In the year
1856 Captain Young and family left the
north and took up their residence at Auck-
land with Mr C. O. Davis, the uncle of
the deceased gentleman. Mr Young,
having completed his education, entered
the public service of the colony as record-
ing clerk in the Native Office at Auckland,
but on the removal of the Seat of Govern-
ment to Wellington he was transferred to
the last mentioned place. While in Wel-
lington he received among other appoint-
ments that of interpreter to the House of
Assembly, the duties in connection with
which he discharged with great credit to
himself and full satisfaction to the several
Governments under which he served.

willing horse is as a rule worked to death.
It appears singular that Mr Young was
the first "young New-Zealander" pro-
moted to a Judgeship; he was the last
Judge appointed, and the first to meet
with his death. When the sad intelli-
gence was received here the large number

of natives attending the sitting of the Native Lands Court expressed their sorrow very freely. Judge Young's sudden demise will long be felt by his relatives and extended circle of friends. He was always noted for his kind and affectionate bearing under all circumstances, in office and the private circle. We learn that the deceased leaves a widow and three

children to mourn their loss. Mr J. C. Young, of this town, and Mr W. J. Young, of Opotiki, both of whom are well-known and highly-respected in this district, are brothers of the deceased, and on behalf of ourselves and of the East Coast community generally, we tender them the heartiest sympathy in their bereavement.

upon the complicated land titles in that locality. Late in September, after but a few days' respite, Mr Young was obliged to repair to Napier, where he relieved Judge Heale, who was at that time seriously indisposed. Subsequently he held a sitting of the Court at Wairarapa, and lastly at Otaki, where, as before stated, he was prematurely cut off in the midst of his onerous and responsible duties. It will be observed from the above that since Mr Young's elevation to the position of a Judge he has been kept hard at work, in fact, to make use of a familiar expression, has had no easy time of it. We are afraid that his death has been accelerated in consequence of heavy duties he was called upon to perform, and it is

at Waiapu, and the officers who were employed under him in that Court bear testimony to the satisfaction he gave to the natives generally while he was engaged in the most arduous duties of adjudicating

AUCKLAND STAR, VOLUME XXVI,
ISSUE 6019, 28 MARCH 1885

The death occurred in Auckland, on the 16th inst., of Mr N. J. Young, Native interpreter, eldest son of the late Captain William Young, of Hokianga and Auckland. The deceased leaves numerous relatives in Rotorua, Auckland, Wellington and Masterton. The relations in Masterton are Mrs B. Pickering and Mrs W. Rooderkerk, who are nieces.

WAIRARAPA DAILY TIMES, VOLUME LIX,
ISSUE 9251, 18 DECEMBER 1908

years.
YOUNG.--On the 16th inst, at the late residence of his uncle, Mr C. O. Davis, 31. Swanson street, John Charles Young, aged 41 years, second son of the late Captain William Young.

CENSUS FOR HOKIANGA...

1833-1839: Koutumongero, Captain Young, Mrs. Young & 2 children Trader, Charles Davis Assistant to Young Edward: Davis Assistant to Young.

1846: Young William 4 children, white wife, Settler.

KNOWLEDGE FROM THE INTERNET...

1/. *Young was the Captain of the ship "Tranmere" which anchored in the Hokianga Harbour around 1825. Whilst in N.Z. he fathered a son with Chief Pomare's sister. His son was named Wiremu Hunia, roughly translated as William Young. This was the beginning of the Hunia name.*

2/. *I'm a descendant of William Young: Although Elizabeth Davis was not my great, great, great, great, great grandmother.*

From my understanding Captain Young also had another wife: Obviously he had to have another wife because I'm here! I'm yet to clarify whether she was sister or daughter of Chief Pomare.

Anyway Captain William Young of the brig Tranmere lived in Kotou in the Hokianga.

Apparently there's a whole heap of descendants up in the Hokianga and you may find them in Rawene, or more specifically in and or around the Motukaraka area. If you were to cross over via the ferry in Rawene you can see a church: That place is called Motukaraka.

William Young and his other wife- (my greatx4 nana) had a son and he was named Wiremu Hunia, which means William junior. Then William {junior} got married and he had a son who

he called Tatana Hunia, Tatana married and then he had a son whom he called Hare (means Charlie), Hare's father's first name "Tatana" became Hare's last name, then Hare Tatana got married and he had a son whom I called Granddad and his name was Ratahi Tatana.

LAND DEALS FOR CAPTAIN YOUNG...

In 1828 Captain Kent purchased Koutu Mongero for Captain Young who took possession in 1831.

Captain Young purchased 640 acres at Waihou in 1833, and was the first to purchase land at Opononi, where he acquired 100 acres in 1835.

In 1831 Young had stocked the land with sheep and cattle, but only cattle thrived, the sheep being fair game for local dogs, still a problem to this day.



1833: YOUNG BUYS 640 ACRES OFF CHIEF WAKA NENE IWI: NGAPUHI. HAPU: NGATI HAO

Left: Waka Nene
Signed the Treaty of Waitangi

Deeds—No: 259
Te Rawana Block (William Young), Hokianga District

*1833. 16 January. Hokianga District: Know ye all men by these Presents, That we the undersigned Natives and Chiefs of the river Hokianga in New Zealand, for ourselves and heirs for ever have this day sold and **Te Rawana**. William Young. [640 acres.] totally alienated all Lands, Tenements, Pas (or Forts), and Taboo'd places known by the following names and boundaries, viz., Te Rawana, bounded on the West by the Rivulet called O Tura Kioe, and on the East by a Creek called Arawata Kohe Kohe, and fronted by the river Hokianga, and extending inland in right lines from both and each of the aforesaid boundaries to the distance of Two English miles including all Pas (or Forts) Taboo'd places, whatsoever, unto William Young, for him and his heirs or assigns to hold for ever without let molestation or hindrance For the consideration of One hundred and fifty Pounds of Gun Powder, and one pair of Blankets. Receipt. We acknowledge to have received this day, and we bind ourselves and our heirs to maintain our true right and Title to alienate the above Lands against all future claimants whatsoever. In Witness whereof we have hereunto set our hands this sixteenth day of January in the Year of our Lord Eighteen hundred and thirty-three. Nene his x mark.*

Witness—

Thomas Mitchell.

William White.

A True Copy of Original Deed.No. 253a.O.L.C.

H. Hanson Turton.

Wellington, 5th February, 1879.

**1835: OPONONI
YOUNG BUYS 100ACRES OFF...
CHIEFS RANGATIRA AND MOETARA
IWI: NGAPUHI. HAPU: NGATI KOROKORO**

**Deeds—No: 274
Oponone Block (William Young), Hokianga District**

*Know all Men by these Presents that in consideration of Mr. William Young of 1835. 21 October. Hokianga District, Hokianga New Zealand: having duly paid us the undersigned Natives or Resident Chiefs **Opanone**. William Young. and Proprietors of Land on the East side of the River Hokianga, the following Articles, viz., (5) five Pairs of Blankets, (1) One Cask of Tobacco, nett 112 lbs., (12) Twelve Receipt. Shirts (6) Six Spades (6) Six Hatchels (12) Twelve Handkerchiefs (300) Three hundred Pipes (£2 . 0 . 0) Two Pounds Sterling in Cash, being the value affixed by us on a certain portion of Land on the East side of the above-mentioned River Hokianga called Opanone, Bounded on the South by the South side of a fresh water run called Hi Boundaries. [100 acres.] Kupa, and extending from the water run in a North, North West line across the top of a hill called Puki, Rai Hakari to the main river viz Hokianga, or to that point of the Land known by the name of Ouney Pongo, and on the North by the main river, and also on the West by the main river to low water mark, and on the East by the top of the hill or North, North West line herein before mentioned. That we the undersigned Resident Chiefs and Proprietors of the above mentioned Land do hereby Grant Bargain, Sell unto the said William Young his heirs and assigns for ever the before mentioned land in the said River herein described with all Sacred or Tabboo'd Grounds, Flax, Timber, Water runs, and all other appurtenances whatsoever in the peace and quiet possession of the same. In Witness whereof we have hereunto set our hands at Ko Wutu, Mungawerro, being duly assembled here for that purpose, this Twenty-first day of October in the Year of our Lord, One Thousand Eight hundred and thirty-five.*

Rangatera his x mark.

Teo his x do.

A Waddu his x do.

Weedea his x do.

Pa ticke his x do.

Ranghu tuwarrie his x mark.

Te la row his x do.

Moetarra his x do.

Te Punna his x do.

Witness—

Saml. Buttler.

George Nimmo.

Charles Davis.

True Copy.

J. Davis, Int.

A True Transcript of Certified Copy of Original Deed.No. 253b.O.L.C.

H. Hanson Turton.

Wellington, 5th February, 1879.

CHARLES OLIVER BOND DAVIS



LEFT: INTERPRETER, WITNESS AND FACILITATOR TO MANY OF THOSE EARLY LAND DEALS
CAPTAIN YOUNG'S BROTHER IN LAW

Charles Oliver Bond Davis was born in Sydney, Australia, probably in 1817 or 1818, one of five children of Irish migrants Ann Calder and her husband, Joseph Davis, a cutler. His parents named him after the Irish patriot leader Oliver Bond. On the death of Joseph and Ann Davis, their eldest child, Elizabeth, took charge of her four brothers. She and her husband, Captain William Young, brought Charles Davis and his brother Edward to New Zealand in 1830 or 1831, to settle in Hokianga with the Wesleyan mission. Charles, who had some formal schooling, was tutor to the children of the Reverend William Woon. He also acquired a great facility in the

Maori language.

In 1840 Charles Davis assisted in the meetings at Hokianga at which the Treaty of Waitangi was debated and signed. In 1842 he was appointed clerk and interpreter to the Auckland office of the Protectorate of Aborigines. When Donald McLean joined the protectorate in 1844, the two struck up a rapport; Davis liked to 'talk over Maori matters' with McLean, and showed him poetry he was writing.

Davis was described by his contemporary H. B. Morton as 'a diminutive man of mummified appearance with a thin squeaky voice, destitute of one atom of personal charm.' He remains a contradictory figure, gifted but lacking in judgement, frequently supportive of Maori interests

but also using them to advance his own, contemptuous of official incompetence and hypocrisy, but a time-server for McLean. His writings are a worthy memorial to a more determined believer in a bicultural future than most of his contemporaries.

MOTION FOR DIRECTIONS.—In the matter of the Trustees Act, 1883, and *re* Charles Oliver Bond Davis (deceased), Mr Hesketh moved that directions be given to executors as to conveyance of part of estate of deceased. Mr Hesketh stated that the petitioners were trustees under the will of Mr Davis. The will stated that William Young was to receive one acre of land at the North Shore. The only land which the deceased was entitled to was certain property at Takapuna which had been divided into lots. This was maintained to be the property referred to, and William Young had claimed lot 1 of this land. The trustees had some doubt as to the proper course of procedure, and hence the present application.—Mr Earl, who appeared for Mr Young, urged that his client had a right to select lot No. 1.—His Honor ruled that there was no doubt that Mr Young was entitled to an acre. Had it not been for certain authorities quoted by Mr Hesketh, he would have thought the will placed the section of the acre in the hands of the trustees.—Mr Earl stated that none of the other parties interested had made any objection to the selection of Lot 1.—His Honor, after consideration of authorities, directed that Mr Young should be allowed to select a lot from the property named, costs in the application to be paid out of the estate.

3/. JOHN MARTIN: SOUTH-WEST HOKIANGA HEAD



John Martin was the first European settler in the Omapere area where he established himself as a Ships Pilot, Harbour Master, Farmer, at Arai Te Uru South Head Hokianga Harbour. His Partner/Housewife was Kate Te Waenga daughter of the local Tohunga Te Waenga. He was first mate on the Brigantine "*Governor Macquarie*" which arrived in harbour and anchored in 1827. Two reports has him arriving as chief officer under the command of John Rodolphus Kent on the cutter "*Mermaid*" in 1826 and then on the Brig "*Governor Macquarie*" 1827-29.

Above: Te Waenga

Although Kate Waenga was mentioned as his late housekeeper and mother of his first three children in his will 1859 it is obvious they lived as partners and in 1832 they purchased land on the flat area, along the beach at Omapere from Chief Moetara and others. Martin assumed he had bought 45 acres at Omapere or "*A Mau Purrie*" as he called it but sadly on survey it turned out to be just ten and a quarter acres. In 1838 Martin extended his land purchase to the Hokianga Harbour's South Head, where he purchased a further 50 acres and here he established a signal station to guide ships crossing the sometimes challenging harbour entrance. His white painted house on a nearby hill acted as a navigation marker. Old land claims Commissioner F.D.Bell in his 1863 report recommended that this site be reserved as it is today.

1832: OMAPERE SOUTH HEAD HOKIANGA 45ACRES

**JOHN MARTIN FROM:
MOETARA AND RANGATIRA
HAPU: NGATI KOROKORO**

**Deeds—No: 256
Omaupiri Block (Pilot-station), Hokianga District**

*1832. 14 March. Hokianga District: Know all men by these present that the undersigned Chiefs residents and proprietors **Omaupiri**. John Martin. of Land in the River Hokianga have this (14) fourteenth day of March in the year of our Lord 1832 Bargained sold and made over to John Martin forever that portion of land, viz the North Head bearing W.N.W. running 150 yds. cast from the river side, 230 yds. N.E. by E., 300 yds. east, North about 200 yds. to a Tree known by the name of (a Puridee by the Natives), bounded by a Creek on the North side leading to the river Boundaries. [45 acres.] situated in that portion of the land called O mau perrie by the Natives of the above mentioned River on the South side of the river Hokianga near the Heads of the same.*

For and in consideration of the payment hereinafter mentioned and that the said purchaser shall be left in quiet possession using the same as his own property according to the Native expression until the Sun and Moon is dead, signifying for himself, viz. John Martin, his son and sons' sons, shall be left in the quiet possession of the above mentioned portion of Land until the above event takes place.

The payment for the above mentioned portion of land made in manner following, Receipt. viz., 5 muskets and 54 lbs. of Powder and amounting in English sterling-money to the value of Thirty pounds. In consideration of which the chiefs have this day, viz. the above mentioned date set their separate marks.

Moetara his x mark.

Rangatira his mark.

Witness—

Te Wrou his x mark.

Apuna his x mark.

Akai his x mark.

Ateo.

(Signed) Wm. Young.

" Thos. Mitchell.

" John McLean.

" Saml. Butler.

" George Nimmo.

True copy.

J. Davis, Int.

A True Transcript of Certified Copy of Original Deed.No. 162.O.L.C.

H. Hanson Turton.

Wellington, 26th August, 1880.

1838: ARAI TE URU 50ACRES

JOHN MARTIN FROM:

MOETARA AND RANGATIRA

HAPU: NGATI KOROKORO

Deeds—No: 292

Arai te uru Block (Pilot-station), Hokianga District

*Know all men by these present that we the undersigned chief's residents and proprietors 1838. 25 May. Hokianga District: of land on the River Hokianga have this 25th day of May in the year of our **Araiteuru**. John Martin. Lord 1838 Bargained sold and made over to John Martin his heirs and assigns forever that portion of land called by the Natives Araiteuru on the South Head of Hokianga and extending Eastward on the South side of the Head to a fresh water called Pongariki [50 acres.], and on the North side of the same to a fresh water run called Tai Haruru the said John Martin his heirs and assigns to have the use of the said water runs. For and in consideration of the payment hereinafter mentioned and that the said John Martin his heirs and assigns shall be left in quiet possession of the same forever.*

The payment for the above mentioned land made in the manner following, viz., £10 sterling and property amounting in all to £20. Receipt.

Moetara x.

Rangatira x.

Tiraurau x.

Apora x.

Nga Po x.

Hine Tapu x.

Witness—

William Young.

George Nimmo.

Charles Davis.

Edward Davis.

True Copy.

J. Davis, Int.

A True Transcript of Certified Copy of Original Deed.No. 162a.O.L.C.

H. Hanson Turton.

Wellington, 26th August, 1880.

**4/. ABOUT 1880: GEORGE WYATT
KAWERUA STOREKEEPER**

**LEASE FROM TIOPIRA KINAKI
HAPU: TE ROROA**

KAWERUA AND KOUTU

Koutu was the traditional canoe landing place at Kawerua in the vicinity of the Tauranga (channel) which comes ashore on the southern end of Kawerua. Literally Koutu means promontory or point of land.

During the early 1880,s as the Kauri gum became more and more scarce in the easily accessible areas the demand for this Kauri gold soon forced the diggers into the out of the way areas and so that area between the Maunganui Bluff and Waimamaku became very populated with diggers which enabled the need for a trading depot which in time would become a viable proposition.

George Wyatt became the man of that time. He leased some land off the local Hapu right near the coast and established the Kawerua trading post or store where the diggers could come and trade their gum for the bare necessities of living.

Note: From archives I obtained the following note which would indicate that George had a problem with his lease agreement...

The next round of activity by Crown officials was provoked by an inquiry from an Auckland solicitor, Peter Oliphant, on behalf of a client, George Wyatt, storekeeper of Kawerua, to the undersecretary, native office, 8 July 1884 (H60:13). Wyatt had taken an eight year lease from the trustees, but, on making inquiries at the registrar's office in Auckland, could find no trace of a certificate of title. The certificate was in the Crown Law Office and was assigned to the chief judge to report upon the case and advise "what action if any should be taken" (H60:13). On 21 August 1884, Chief Judge Macdonald recommended that either a fresh application for investigation of title be sent in or the case be taken up from the moment Judge Maning verbally declared "Te Roroa" Hapu to be owners.

Ballance approved a fresh application but thought it would be better if the chief judge disclosed the situation to Oliphant in person rather than by letter.

HISTORY FOR THIS PIECE OF LAND

RESEARCH DONE BY THE CROWN...

An application to the court from Tiopira Rehi and another for an investigation of title was notified for hearing at Rawene on 12 March 1885. The court sat but as nobody appeared the application was dismissed.

These initial delays may have been a result of plans to establish a township to service the gum industry in the area, for in 1888, a surveyor, J I Philips, was sent to Kawerua to survey a series of sections on Crown land surrounding the Koutu reserve.

The Crown researcher suspected that he was required to make sure that the sections he surveyed did not encroach on the Koutu Reserve, thus requiring him to carry out sufficient survey measurements to define the reserve.

Philips's survey plan was on a larger scale than Campbell's 1871 plan. The south-eastern corner of 28 perches was cut off and marked "taken for road"

The total acreage was therefore shown as 3 acres 2 roods 32 perches. Yet in the Maori Land Court register Koutu was still entered as 3 acres 3 roods 20 perches.

The fourth statement of claim particularizes the action of the Crown in 1887 in compulsorily taking without compensation, under s96 Native Land Court Act 1886, 28 perches of the Koutu reserve for roading purposes. The Crown researcher believed that the most likely explanation was that the area was already occupied by a road and that the land was defined as legal road to acknowledge an existing use.

He pointed out that the status of such land at the time was covered by section 96 Native Land Court Act 1886, which did not provide for any compensation to be payable. The grounds for this, he believed, were "that the owners of the Native land would receive the benefits of having a road over their land, and the value of their remaining lands would increase accordingly".

The claimants believed that the old Kawerua hotel was located on the Koutu reserve. The Crown researcher was unable to provide a definitive answer from the historical evidence and recommended that the boundaries be resurveyed.

The surveyor located two of Philips' 1887 survey pegs. Department of Survey and Land Information Whangarei, plan 844-A2, 10 April 1990, showed that the hotel building was not located on the reserve. Nevertheless the Crown and the claimants were unable to agree on the original location of the boundaries.

On 1 February 1950, the director-general of lands and survey recommended that no further action be taken to purchase the 3 acres 2 roods 32 perches, apparently overlooking the existence of the road reserve of 28 perches.

The Kawerua area was recorded as a permanent state forest in 1950. The boundaries of Koutu reserve were demarcated by forest service staff in 1952 and the conservator of forests in Auckland sought approval from his head office to lease the old Kawerua hotel buildings to the

Auckland University Field Club in 1966. After confirmation that the building was within state forest, it was leased at a pepper corn rent for a full term of 33 years, should the lessee so desire. The lessee was to be responsible for maintenance.

This area of land would remain a bone of contention right up to early 2000 when the Te Roroa Hapu would regain this after a lengthy claim with the Crown.

5/. DR. RICHARD DAY AND REVEREND GEORGE STANNARD

1838: KAIHU VALLEY
APPROXIMATELY 18,000 ACRES
FROM: CHIEF PARORE TE AWAHA
IWI: NGAPUHI. HAPU: TE KUIHI

In 1838 a young Irishman who was a medical man was a passenger in a ship which came to the Hokianga. As the vessel was loading spars she remained three months in the river. During that time this young man, Dr Richard Day, resided with the Rev N Turner in the mission house at Mangungu. Before coming he had heard of the fertility of New Zealand and was commissioned by friends in Cork to secure a block of land for a special settlement. For this purpose he made a trip to the Kaipara and after due enquiry, agreed with Chief Parore to purchase a block of one thousand acres in the Kaihu Valley. This was to be paid for in kind the bulk of the goods to be given in exchange being brought by the immigrants when they came to settle.

Tidings were sent home and Messrs' Salter, Wilkinson, George Stannard and Stewart, with their families - twenty two persons in all – left for the colony. See George Stannard for the rest of this story. They arrived safely in Auckland and finding no other way of reaching their destination chartered the Brigg called the "*Sophia Pate*" to convey them thither. The vessel called at the Bay of Islands. There Messer's. Steward and Stannard resolved to land and going overland via Hokianga make preparations for the voyagers. To that resolve they owed the preservations of their lives. At the entrance to the Kaipara Harbour in Sept 1841, the vessel was wrecked. With the exception of a little boy, the son of Mr. Wilkinson, the whole of the passengers were drowned. The captain and the crew had managed to save themselves by clinging to the boats which hung upon the davits. There they remained for some hours while the sea broke over the ill-fated ship, and then at high water scrambled ashore. The others one by one were swept off. It was the painful duty of the Reverend Mr. Buller from the Wesleyan Mission station at Tangiteroria, to accompany Messrs' Stannard and Stewart to the scene of the wreck, and bury the corpses as they were washed ashore.⁴

Note: The full story of this catastrophe can be read under Dr Richard Days profile in the main character journal...

⁴ SOURCE: "HISTORY OF METHODISM:" 1900 BY REV WILLIAM MORLEY

A COPY OF THE ORIGINAL SALES AND PURCHASE AGREEMENT IS AS FOLLOWS ⁵

Page 1...

This Indenture made the first day of September in the year of our Lord one thousand eight hundred and forty: between Richard Day of the City of Cork in the kingdom of Ireland Esquire, Medical Doctor of the first part James Salter of the said city of Cork, Silver Smith and Jeweller of the second part John Wilkinson of the city of Cork, Boot and Shoe maker of the third part and George Stannard of the said City of Cork, Cabinet maker of the Fourth part.

*Whereas a certain Deed or instrument in writing bearing date the Seventh day of March one thousand eight hundred and thirty nine was executed by and between Parore the chief Kaihu, Kaipara in the north Island of New Zealand and the said Richard Day and in the words and figures following "Know all men" by those presents that of Parore have sold to Richard Day MD a part of my country the boundaries of which are as follows; Commencing at the mouth of the **Awakino** (Awakiri) Creek and proceeding along the Wairoa River to the mouth of the Kaihu river thence along the middle of the said river to Taupaki (Taupuki) thence in a direct line to Waiupukura (Wairuapakua) thence along theTupihau to the water Komariere (Komamari) from thence in a straight line to the Awatotara there crossing the Kaihu steam and proceeding to the left side of (Pukawarariki) Pukawariki straight down into the upper part of the Awakino (Awakiri) thence along the Awakinos (Awakiri) until it falls into the Wairoa
These are the articles of payment which he is to give me when he returns from beyond the seas;*

Forty four shirts, fifty pairs trousers ,fifty crown pieces ,one hundred blankets , two casks of Tobacco , one hundred pairs of braces , thirty coats, two women's cloaks ,fifty spades ,one bonnet ,five hats, one hair trunk ,five (six) white shirts ,one pair of black trousers ,ten

5 INDENTURE

AUCKLAND CITY LIBRARIES

MANUSCRIPTS ONLINE

WILKINSON, JOHN; STANNARD, GEORGE; SOPHIA PATE (SHIP); DAY, RICHARD COLLECTION NEW ZEALAND MANUSCRIPTS

[1 OF 10]

TITLE DEED OF ASSIGNMENT BETWEEN RICHARD DAY, ESQUIRE, MEDICAL DOCTOR OF CORK, IRELAND, AND JAMES SALTER, JOHN WILKINSON AND GEORGE STANNARD, ALL OF CORK, IRELAND, WHEREIN RICHARD DAY ASSIGNS AND MAKES OVER TO THE ABOVE MENTIONED PERSONS, SEVEN EIGHTS PARTS OR SHARES IN A PROPERTY HE ACQUIRED FROM PARORE THE CHIEF KAIHU, KAIPARA, IN THE NORTH ISLAND OF NEW ZEALAND.

MS NUMBER N. Z. M. S 65

TIME PERIOD 1 SEPTEMBER 1840

PHYSICAL DESCRIPTION: 7P. 46. 5x36 CM.

MEDIUM MANUSCRIPT SIGNED AND WITNESSED ORIGINAL COPY SLIGHTLY MUTILATED

ABSTRACT ENDORSED ON ORIGINAL CONTAINER:

NOTE: THIS DEED OF ASSIGNMENT WAS RECOVERED FROM THE WRECK OF THE BRIG "SOPHIA PATE", ON SOUTH SPIT, KAIPARA HARBOUR OCTOBER. 1841.

SUBJECTS LAND TITLES -- REGISTRATION AND TRANSFER -- NEW ZEALAND -- KAIPARA; SHIPWRECKS

OTHER NAMES SALTER, JAMES; WILKINSON, JOHN; STANNARD, GEORGE; SOPHIA PATE (SHIP); DAY, RICHARD

COLLECTION NEW ZEALAND MANUSCRIPTS

muskets, ten fowling pieces ,five double barrelled ditto , one breaking down saw ,eight feet [illegible] ditto seven feet ,two deal saws six feet, two cross cut ditto, one box of nails, one chest of carpenters tools, five bags of shot No. 2, five casks of powder, one horse, two boxes of soap, ten iron pots, five paper [?] fish hooks, five dozen clasp knives, five dozen scissors, five dozen razors, five dozen shaving boxes with glass, twenty felling axes, ten adzes, five dozen hatchets, one saddle and bridle, one watch with guard chain and seal, three bags of sugar, and fifty sovereigns of gold"

This is the deed of me Parore, the chief of Kaihu Kaipara. We the undersigned witnessed this deed J Hobbs, T Forsaith, G Stephenson Mangungu, 7th day of March 1839. The boundaries on the sea coast are Wairapakura and Mainau.

This is the deed of me Parore, Parore the chief, Kaihu, Mangungu the 7th day of March 1839. We the undersigned witnessed this deed J Hobbs, G Stephenson, T Forsaith as by said instrument reference being thereto had may appear And whereas the said Richard Day has agreed with the said James Salter ,John Wilkinson and George Stannard to assign and make over to them the said James Salter, John Wilkinson and George Stannard seven eighth parts or shares of the said country, grounds and here ditaments and premises so granted by the said instrument the said Richard Day herby reserving to himself the remaining one eight part or share of the country so conveyed to him in consideration of the said James Salter , John Wilkinson and George Stannard paying and giving unto the said chief Parore for him the said Richard Day or giving to him the said Richard Day for the purpose of the said Richard Day giving unto the said chief Parore the same the several articles, chattels, monies and things set forth in the said agreement entered into by the said Richard Day. Nov this indenture witnesseth that the said Richard Day in pursuance of said agreement and in consideration of the said

James Salter ,John Wilkinson and George Stannard paying and giving to the said chief Parore the different articles mentioned in the said agreement and of the sum of Ten shillings paid to him by the said James Salter ,John Wilkinson and George Stannard the receipt whereof is hereby acknowledged hath given granted bargained ,sold, assigned transferred and made over and by these presents he the said Richard Day doth give, grant, bargain, sell, assign, transfer and make over unto the said James Salter ,John Wilkinson and George Stannard their heirs and assigns. All that and those seven eighth parts or shares of the herein before mentioned premises described in the said herein before copies deed or instrument as a part of my country, meaning the country of the said Parore chief of Kaihu Kaipara:

Commencing at the mouth of the Awakiri Creek and proceeding along the Wairoa River to the mouth of the Kaihu river thence along the middle of the said river to Taupuki thence in a direct line to Wairapakura thence along theTupihau to the water Mamari from thence in a straight

line to the Awatotorā thus crossing the Kaihu stream and proceeding direct to the left side of Pukuarariki straight down into the upper part of the Awakiri thence along the Awakiri until it falls into the Wairoa The boundaries on the sea coast being Wairapakura and Wairau and which was so granted to the said Richard Day by said herein before mentioned Instrument of the seventh day of March one thousand eight hundred and thirty nine together with: All and every the ways, easements, path, passages, privileged [sic] waters, watercourses appendances [sic] and appurtenances to the said country lands and hereditaments [?] belonging or any wise appertaining. To have and to hold the said hereby granted and assigned lands tenements and hereditaments with their appendances and appurtenances as foresaid with the said James Salter, John Wilkinson and George Stannard their heirs and assigns from henceforth forever. And the said Richard Day doth hereby for himself and his heirs and assigns covenant promise and agree to and with the said James Salter, John Wilkinson and George Stannard their heirs and assigns in manner following that is to say, that the said Richard Day and his heirs shall and will from time to time and at all times for ever hereafter when thereunto requested by the said James Salter, John Wilkinson and George Stannard their heirs and assigns and at the costs and charges in the law the said James Salter, John Wilkinson and George Stannard their heirs and assigns make do perfect and execute or cause and procure to be made done perfected and executed all and every such further and other acts deeds matters and things whatsoever as shall be necessary for the further better and more effectively granting and assigning the said hereby granted and assigned country lands and hereditaments with their appendances unto the said James Salter, John Wilkinson and George Stannard their heirs and assigns as they the said James Salter, John Wilkinson and George Stannard their heirs and assigns or their counsel learned in the law shall reasonably advise devise or require .

And the said James Salter, John Wilkinson and George Stannard do hereby for themselves their heirs and assigns covenant promise and agree to and with the said Richard Day and his heirs in manner following, that is to say, that the said James Salter, John Wilkinson and George Stannard their heirs and assigns, shall and will at their own proper costs and charges furnish to , provide for, pay and give to the said Parore, the several articles matters and things mentioned and specified in the said herein before mentioned instrument and also pay unto him the sum of money therein mentioned and shall and will protect and save and harness the said Richard Day and his heirs of and from all or any part of the same and of and from all or any costs losses or damages and expenses attending same. And it is hereby covenanted declared and agreed upon by and between all the parties hereto that as soon after securing possession of the said hereby ground and premises as convenience and arrangement will admit, the said several parties hereto shall and will proceed to partition and divide the same in just and fair manner and that for such purpose each party hereto shall and will choose and nominate an arbitrator upon his part to unite with arbitrators upon the part of the other and others of them to adjust and partition same, and that the partition and division so to be made shall be final, binding and conclusive between the parties and that it shall and may be lawful to and for the said parties hereto, if they shall so agree to divide and partition same by drawing lots the same being

divided into lots, to be written on paper and put into hat or open box and each party or a representative on his part to draw out an equal number of lots as shall be equal to his part and for the purpose of ascertaining who shall draw first, that the said parties shall by lot ascertain the order in which they shall respectively draw and that neither party shall after entering upon the particular manner of partitioning be allowed to retract or disapprove and disagree to same and in case of a refusal upon any or either of the parties to proceed to a completion of the same that then and in such case the other parties to draw the lot for the same person then objecting and that such shall be bound to accept the lot so drawn as if the same had been drawn by himself. And it is hereby declared and agreed that nothing herein contained shall be deemed or taken to be a warranty of title in any manner by or on the part of the said Richard Day he having executed these presents upon the express faith and understanding of not being involved in any responsibility whatsoever by reason of signing these presents or be understood in any manner to pledge or warrant title either in the said chief Parore or in him the said Richard Day as assigned thereof, nor to warrant as possession thereof to be given by the said chief Parore, the said James Salter, John Wilkinson and George Stannard accepting and taking the presents with all the casualties and uncertainties of possession or confirmation of the said grant and ground from the said chief or in case of his death of his successors anything herein contained to the contrary notwithstanding. In witness whereof the said parties to these presents have hereunto subscribed their names and affixed their seals the day and year first herein written

Richard Day (seal), James Salter (seal), John Wilkinson (seal), George Stannard (seal).

Signed sealed and delivered

In presence of

Richard Neville Parker

No. 60 South mall City of Cork Ireland

Edward Robinson

73 South mall City of Cork Ireland

I Edward Robinson of No 73 South mall City of Cork Ireland do hereby attest that these presents were duly executed in my presence, and in the presence of Richard Neville Parker of 60 South mall Cork solicitor the day and year within mentioned by the parties Richard Day, James Salter, John Wilkinson and George Stannard in this deed named and which I attest as a Notary Public by royal Authority duly admitted and sworn under my seal of office this first day of September 1840

Edward Robinson (seal)

Notary Public

Received from the within named James Salter, John Wilkinson and George Stannard the sum of Ten Shillings being the consideration money in the within deed mentioned the day and year first in these

Presents written

Present

Richard Day MD

Richard Neville Parker

Edward Robinson NP

Note: Following attached is a copy of the claim made by James Salter and others for costs for the land related to this deal. The court ruled and disallowed the claims with Parore retaining the land and he and others would eventually be issued with a Crown grant for the entire block.

It is strange how the indenture refers to the land being purchased as 1000 acres and later 18,000 acres was claimed. Even on the land claim documents held at Archives NZ some clerk has written on them this is more like 10,000 acres?

OLC 744 – James Salter and others

Name of block:	Kaihu (part of)
Claimants:	James Salter and others
Acreage originally claimed:	18,000
Vendor:	Parore
Witnesses:	J. Hobbs, G. Stephenson, T. Forsaith
When purchased:	7 March 1839
Consideration paid:	(see note (i))
E. Godfrey's and M. Richmond's recommendation:	Disallowed. Dr Richard Day also raised a claim but it too was disallowed

- Notes: (i) The full consideration was £700, of which £360 had been paid to Parore, according to F.D. Bell's July 1862 schedule. James Salter advised that, in addition to the £700 consideration, there were the considerable expenses "in removing emigrants [his party], cattle, implements etc., etc., and procuring the location for a resident medical gentleman."
- (ii) The medical gentleman was Dr Richard Day, who had effected the purchase in 1839 and who had assigned the purchase to James Salter and others, but had retained a one eighth share of the land for himself by a deed dated 1.9.1840.
- (iii) The location [Kaihu Valley] and boundaries of the Salter claim were set out in a letter, written on board the *Sophia Pate* on 29 July 1841 by Salter, Wilkinson and Stannard, shown in a previous chapter. A month later, both Salter and Wilkinson were dead.
- (iv) On his return to New Zealand in 1843 George Stannard (a claimant) wrote to the Colonial Secretary regarding the land claim, "which it is my duty to prefer on behalf of the orphan children of Messrs Salter and Wilkinson, as well as on my own behalf."⁹⁹ He then set out the background to the purchase and informed the Colonial Secretary that prior to leaving Ireland, having heard that New Zealand was now a British Colony, one of his party had written to the Marquis of Normanby asking if there were any Regulations made or to be made, which would damage their claim. The Colonial Office sent back a copy of Hobson's instructions regarding lands purchased in New Zealand, and gave the Kaihu party: "a general assurance that if the purchase was equitably made and a valuable consideration given, we had nothing to fear, and fully relying on this good faith of British Statesman we left our homes for this land."¹⁰⁰ Stannard continued: "On arriving in Auckland the Governor gave the party a favourable opinion as to their claim." So much for that opinion as Stannard found out when filing the claim. He learnt that as the full payment for the land had not been made before the January 1840 proclamation – the claim was "very seriously endangered", and he begged that the land claims commission be instructed to review the claim, on the "principles of equity and justice." Stannard's appeal to those principles fell on deaf ears, and the claim was disallowed on the grounds of the purchase not being completed before the January deadline – notwithstanding the extraordinarily tragic circumstances which had rendered that action impossible to fulfil.
- (v) With the claim disallowed, ownership of the land in question remained with Parore, who in due course was issued with a Crown grant for the entire Kaihu block.

6/. 1839-1851: THOMAS SPENCER FORSYTH:

TRADER, POLITICIAN, AND CONGREGATIONALIST PASTOR...

MANGAWHARE



On 17 May 1838, at the Congregational Church in Old Broad Street, London, Forsaith married Elizabeth Mary, daughter of Robert Clements, of Hoxton – their wedding being one of the first legally celebrated in a dissenting place of worship. Later in the same year he chartered the “*Coromandel*” loaded it with trade goods and lumber making machinery, and immigrated to New Zealand. In 1839 he purchased two blocks of land in the Kaipara district and established a trading station on the northern Wairoa River. He also erected a mill to cut kauri spars

(then selling at £17 each) for the British Government, and imported cattle and farm implements to break in his land. By May 1841 he had cleared and fenced 12 acres, of which 10 acres were sown in wheat. In February 1842, while Forsaith and his wife were visiting Sydney, a Maori skull was discovered on his property. Local chiefs claimed that a *tapu* had been broken and exacted *utu*, or payment, by plundering the station. Forsaith petitioned Governor Hobson for compensation. The claim was investigated by George Clarke the Protector of Aborigines. His report cleared Forsaith of complicity, and the chiefs responsible agreed to cede him a small block of land (10 square miles) by way of settlement. This was the first occasion on which Government Officers had visited the district and Clarke made valuable recommendations concerning the establishment of magistracy there.⁶

⁶ SOURCE: BERNARD JOHN FOSTER, M.A., RESEARCH OFFICER, DEPARTMENT OF INTERNAL AFFAIRS, WELLINGTON.

1839: 400ACRES
MANGAWHARE BLOCK, RIVER WAIROA, KAIPARA DISTRICT
FORSYTH PURCHASES FROM: TE TIRARAU
HAPU TE PARAWHAU, WHO WAS ALIGNED WITH NGAPUHI

1839. 10 SEPTEMBER. KAIPARA DISTRICT

*E Mea ana ahau ko te Tirarau kia hokona atu a Mangaware ki a te Potete mo nga pauna moni e rima tekau me tetahi koati hoki. Na ko te kaha o te kainga nei Koia tenei, na, i tenei taha rite pu ano ki te rerenga o te awa ko Kaihu a tae noa ano pa pu **Mangawhare**. T. S. Forsaith. [400 acres.] ki te Puke ko Motuaronga te ingoa a ko te ritenga o tenei Puke ano te kotinga i tera taha.*

Signed Naku Na te Tirarau his mark or sign x.

Witnesses—

Geo. Stephenson.

James Buller, Wesleyan Missy.

Tangiteroria Kaipara, Hepetema

10, 1839.

TRANSLATION...

1839. 10 September. Mangawhare: I Tirarau hereby agree to sell Mangaware to Mr. Thomas Spencer Forsaith for 50 Pounds in money and one coat. These are the boundaries of this Land, viz. on one side by the River Kaihu, following its course until it reaches the foot of the hill called T. S. Forsaith. [400 acres.] Motuaronga the which hill (or elevated Land) forms the boundary on the other side extending to the Wairoa River.

[Witnesses.]

[Signature.]

1840. 23 May. Receipt for cash and goods. I hereby acknowledge to have received Fifty pounds lawful coin of Great Britain, and in addition one double Barrel gun, five muskets, five blankets, two Jackets, two Trowsers, and one coat as payment in full for the said Estate.

Signed Tirarau. (L.S.)

Paikea (L.S.)

Signed sealed and delivered in presence of—

(Signed) William Hay.

Taurau Native Chief.

Waiki Native Chief.

Manga Ware, May 23, 1840.

True Copy and Correct Translation.

C. Davis, Interpreter.

1839: 2,000 ACRES
HOKORAKO BLOCK, RIVER ARAPAOA, KAIPARA DISTRICT
FORSYTH BUYS OFF WIREMU TIPENE OF NGATI WHATUA...

DEEDS—No: 337

1839. 29 October. Kaipara District. **Hokorako.** Whereas on the twenty-ninth day of October in the Year of our Lord One thousand Eight Hundred and thirty-nine, Wiremu Tipene a Chief of the Tribe of Ngatiwhatua residing at Otakanini duly agreed to enfeof and convey the hereinafter mentioned Land to Thomas Spencer Forsaith residing on the Wairoa River, and the said Wiremu Tipene T. S. Forsaith. having right and authority to alienate the land hereinafter described, hath contracted with the said Thomas Spencer Forsaith for the sale to him of the said land for the price or consideration hereinafter mentioned, and the same is now intended to be enfeofed and conveyed to the said Thomas Spencer Forsaith in manner hereinafter expressed. Receipt for cash and goods. Now this Indenture witnesseth that in consideration of Twenty-five pairs of blankets, ten waistcoats, ten pair of braces, one cloak, ten coats, twenty pairs of Trowsers, twenty shirts, five pieces of handkerchiefs, one piece of Dungaree, six pieces of gown print one dozen Comforters, five single fowling pieces, two boxes percussion caps, fourteen razors, five cloth Caps, two bags of Sugar, two bags of Flour, four Casks of Powder, two casks of Tobacco, Six Iron pots, one cask Ball, two boxes Soap, one box pipes, five boxes, a cow and calf, one boat, two double barrel fowling pieces and thirty Sovereigns lawful coin of Great Britain in hand well and truly delivered by the said Thomas Spencer Forsaith to the said Wiremu Tipene and that the same is in full for the absolute purchase of the Inheritance in fee simple in possession of the land and hereditaments hereinafter described and intended to be hereby enfeofed and conveyed, the said Wiremu Tipene doth hereby acknowledge and from the same and every part thereof doth acquit release and for ever discharge the said Thomas Spencer Forsaith his heirs and assigns and also the said land he the said Wiremu Tipene Hath given granted and enfeofed, And by these presents doth give grant and enfeof and confirm unto the said Thomas Spencer Forsaith and his heirs as Tenants all that piece or parcel [2,000 acres.] of land situate lying and being situated on the river Arapawa and known by the name of Hokorako or howsoever otherwise the said land or any part thereof is bounded situated known or distinguished, together with all ways paths waters woods timber and other trees minerals and appurtenances to the said Land and premises belonging or in any wise appertaining and all the right and title whatsoever of him the said Wiremu Tipene or any of the tribe of Ngatiwhatua or other tribes in or to the same To Have and to Hold the said Land Hereditaments and premises hereinbefore described and hereby granted enfeofed and confirmed or intended so to be with their and every of their rights priviledges, advantages, and appurtenances, whatsoever unto and for the use and behoof of the said Thomas Spencer Forsaith his heirs and assigns for ever as tenants, And the said Wiremu Tipene for himself and

his heirs doth hereby covenant with the said Thomas Spencer Forsaith his heirs and assigns that he the said Wiremu Tipene and his heirs do shall and will warrant and for ever defend unto and to the use of the said Thomas Spencer Forsaith his heirs and assigns all the said lands hereby granted and enfeoffed against him the said Wiremu Tipene and his heirs and against all and every other person or persons whatsoever claiming the said land and premises or any part thereof, And the said Thomas Spencer Forsaith hath taken and received from the said Wiremu Tipene full seizen and possession of the said Land and hereditaments by these presents granted enfeoffed and confirmed to have and to hold for himself and his heirs for ever according to the purport and effect and true interest and meaning of these presents. In witness whereof the said parties to these presents have here unto set their hands and seals.

Signed Wiremu Tipene.

Thomas Spencer Forsaith.

Signed sealed and delivered by the said Wiremu Tipene the same having been read over and explained which he seemed perfectly to understand in our presence, (Signed)—

James Perry, Wairoa.

Etihu Shaw, Wairoa.

*Signed sealed and delivered by the said Thomas Spencer Forsaith in presence of—
(Signed) James Perry, Wairoa.*

True Copy.

C. Davis, Interpreter.

No. 281b.O.L.C. A True Transcript of Certified Copy of Original Deed.

H. Hanson Turton.

Wellington, 18th March, 1879.

1840-5,000 ACRES

OKEO BLOCK, RIVER WAIROA, KAIPARA DISTRICT

THOMAS FORSAITH AGENT FOR WILLIAM S GRAHAME

BUYS OFF: PAIKEA OF HAPU TE URI-O-HAU OF IWI NGATI WHATUA...

1840. 10 January. Kaipara District. Okeo. This Indenture made the tenth day of January in the year of our Lord one thousand eight hundred and forty Between Paikea a chief residing on the river Wairoa on the first part and Thomas Spencer Forsaith residing on the Wairoa River on the second part and William Smellie Grahame of Sydney in the Colony of New South Wales Merchant on the third part. Whereas the said Paikea being a chief of the tribe Ngati Watua in the territory of New Zealand and having right and authority to alienate the land hereinafter described hath contracted with the said Thomas Spencer Forsaith and W. S. Grahame. William Smellie Grahame for the sale to the aforesaid William Smellie Grahame of the said

Land for the price or consideration hereinafter mentioned and the same is now intended to be enfeoffed and conveyed to the said William Smellie Grahame in manner hereinafter expressed. Consideration. Now this Indenture witnesseth that in consideration of Forty pairs Blankets, fifty pairs Trowsers twenty Coats one fine Pilot Coat fifty shirts twenty-five muskets four double barrel Guns fifty pieces print two barrels gunpowder four boxes percussion caps forty sovereigns and fifty dollars two single barrel Guns and two Cloaks, in hand well and truly delivered by the said Thomas Spencer Forsaith for and on account of the said William Smellie Grahame to the said Paikea before the sealing and delivery hereof the receipt whereof and that the same is in full for the absolute purchase of the Inheritance in fee simple in possession of the land and here determents hereinafter described and intended to be hereby enfeoffed and conveyed the said Paikea doth hereby acknowledge and from the same and every part thereof doth acquit release and for ever discharge the said William Smellie Grahame his heirs and assigns and also the said lands He the said Paikea Hath given granted and enfeoffed and by these presents doth give grant and enfeoff and confirm unto the said William Smellie Grahame and his heirs as tenants All that piece or parcel of land situate lying and being situated in the River Wairoa known by the name of Okeo being bounded on the one side Boundaries. [5,000 acres.] by the Creek Okaka, and from the termination of the said Creek Okaka a direct line descending to the direction of the said creek till it falls into the creek Otiri and then following the Otiri to the Wairoa (the Annexed being a rough Sketch) or however otherwise the said land or any part thereof is bounded, situate known or distinguished Together with all ways paths waters woods timber and other trees minerals and all the appurtenances to the said land and premises belonging or in anywise appertaining And all the right and title whatsoever of him the said Paikea or any other of the said tribe Ngati Watua or other tribe in or to the same. To have and to Hold the said lands hereditaments and premises hereinbefore described and hereby granted enfeoffed and confirmed or intended to be with their and every of their rights priviledges advantages and appurtenances whatsoever unto and for the use and behoof of the said William Smellie Grahame his heirs and assigns for ever And the said Paikea for himself and his heirs doth hereby covenant with the said William Smellie Grahame his heirs and assigns that he the said Paikea and his heirs do shall and will warrant and for ever defend unto and to the use of the said William Smellie Grahame and his heirs and assigns all the said lands hereby granted and enfeoffed against him the said Paikea and his heirs and against all and every other person or persons whomsoever claiming the said lands and premises or any part thereof And the said William Smellie Grahame Hath nominated constituted and appointed and by these presents doth nominate constitute and appoint the aforesaid Thomas Spencer Forsaith his true and lawful Attorney for him and in his name and stead to receive and take of and from the said Paikea a full and sufficient seizure and possession of the said land and hereditaments by these presents granted and enfeoffed and confirmed unto the said William Smellie Grahame his heirs and assigns and such seizure and possession being so taken and had to hold and retain to and for the use of the said William Smellie Grahame his heirs and assigns for ever according to the purport and effect and true intent and meaning of these presents. In witness whereof the said

parties to these presents have hereunto affixed their hands and seals the day and year above written.

Paikea. L S.

Signed sealed and delivered by the said Paikea the same having been first read over and explained which he seemed perfectly to understand in our presence—

George Stephenson, Merchant, Wairoa.

James Perry, late of Sydney.

Thomas Spencer Forsaith. L.S.

Signed sealed and delivered by the said Thomas Spencer Forsaith in presence of—

James Perry, late of Sydney.

Tirarau (chief of Nga Pui).

Signed sealed and delivered by the said William Smellie Grahame in presence of—

1840. 28 May. Peaceable possession taken. Be it remembered that on the twenty-eighth day of May in the year of our Lord one thousand eight hundred and forty peaceable and quiet possession and full seizure of the land and hereditaments within mentioned to be granted and enfeoffed to the within named William Smellie Grahame was openly had and taken by the within named Thomas Spencer Forsaith of the within named Paikea, To hold the same unto and to the use of the said William Smellie Grahame his heirs and assigns for ever according to the purport and true intent and meaning of the within written Indenture in the presence of us whose names are hereunto subscribed.

George Stephenson, Merchant, Wairoa.

James Perry, late of Sydney.

1840. 8 July. Receipt for cash and goods. I acknowledge to have received on the eighth day of July in the year of our Lord One Thousand eight hundred and forty of the within named Thomas Spencer Forsaith for and on account of the said William Smellie Grahame, Forty pairs Blankets fifty pairs Trousers twenty Coats four boxes percussion Caps forty sovereigns fifty dollars one fine pilot coat fifty shirts twenty-five Muskets four double barrel guns fifty pieces print two Barrels Gunpowder two single barrel guns two cloaks being the full consideration within mentioned to be paid and given to me for the sale and conveyance of the land and hereditaments within mentioned.

Witness—

Te Weinga (Brother of Tirarau).

George Stephenson, Merchant, Wairoa.

James Perry, late of Sydney.

Paikea.

1851-351 ACRES
THOMAS FORSAITH SELLS MANGAWHARE TO HASTINGS ATKINS

ENCLOSURE IN NO: 335.
CONVEYANCE FROM T. S. FORSAITH TO HASTINGS ATKINS

*1851. 3 June. Kaipara District: This Deed made the Third day of June in the year one thousand eight hundred and fifty-one Between Thomas Spencer Forsaith of Auckland in the Province of New **Mangawhare**. Ulster in the Territory of New Zealand Mercer of the one part and Hastings Atkins of Transfer from T. S. Forsaith to Hastings Atkins. the same place Merchant of the other part Whereas by Crown Grant bearing date the thirtieth day of December in the year One thousand eight hundred and forty-four under the hand of Robert Fitz Roy Esquire then Governor of the said Territory and under the seal thereof. After reciting that one of the Commissioners appointed to hear examine and report upon claims to land obtained by purchase from the Aboriginal Inhabitants of New Zealand had reported that the said Thomas Spencer Forsaith was entitled to receive a Grant of Three hundred and fifty-one acres of Land particularly mentioned and described in claim No. 281, Her Majesty Queen Victoria did grant unto the said Thomas Spencer Forsaith his heirs and Assigns All that allotment or parcel of Land therein and herein after described And whereas the said Hastings Atkins has purchased the same from the said Thomas Spencer Forsaith for the sum of One hundred and seventy-five pounds and has requested a conveyance thereof in manner hereinafter Receipt for £175. contained, Now this deed witnesseth that in consideration of the said sum of One hundred and Seventy-Five Pounds paid by the said Hastings Atkins to the said Thomas Spencer Forsyth, Doth hereby convey and assure unto the said Hastings Atkins his heirs and Assigns All that said Allotment or parcel of Land in the said Territory said to contain Three hundred and fifty-one acres (more or less) situated on the River Wairoa and called Mangaware and of which the boundaries were reported by the said Commissioner Boundaries. [351 acres.] to be as follows of the entire quantity claimed Bounded on one side by the River Kaihu, following its course until it reaches the foot of the hill Motuaronga which hill forms the boundary on the other side extending to the Wairoa River With all the buildings and improvements thereon erected and made And all other the rights and appurtenances thereunto belonging and the said in part recited Crown Grant thereto relating In Witness whereof the said parties have hereunto subscribed their names.*

Thomas Spencer Forsaith. Hastings Atkins.

Signed by the said parties in the presence of—

Fredk. Whitaker, Solicitor, Auckland.

Henry Cuthbert, his Clerk, Auckland.

No. 281.O.L.C. A True Copy of Original Deed and Transfer.

H. Hanson Turton.

Wellington, 15th March, 1878

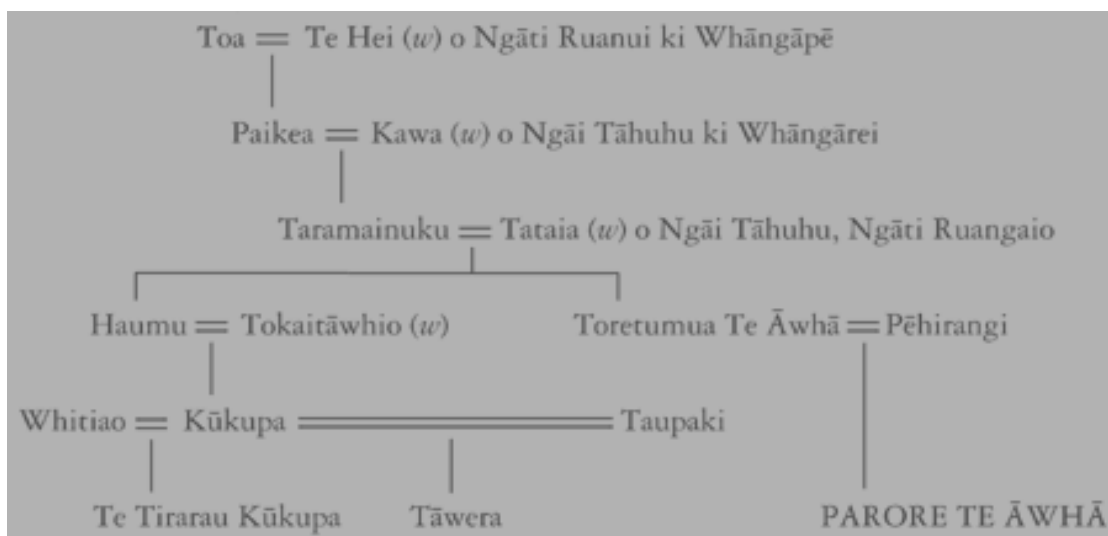
4 *PARORE AND TE TIRARAU SELL THEIR LAND CLAIMS*

FOLLOWING IS THE LEGENDARY WHAKAPAPA FOR PARORE AND TE TIRARAU: THEIR COMMON ANCESTOR'S BEING TOA-PAIKEA/POKAIA-TARAMAINUKU...

Note: It is possible that the spelling of “Paikea” should be “Pokaia” the great Nga-Puhi chief who was probably related to Hapu Ngati Rangi, whose home was at that time at Kirioke, near Kaikohe.

The reason for this judgment is a passage that follows from Percy Smiths journal named “The Wars on the Border-land between Nga-Puhi and Ngati-Whatua” which tells me that Pokaia was closely related to the father of Parore as follows...

1806: A year elapsed and Pokaia returned to Kaihu, to carry out the exhumation of his son's bones, in order that they might be conveyed to his own home, when the usual tangi would be held over them by the relations. Pokaia now learnt that Te Taoho had taken no steps to avenge Te Tao's death, and consequently his take against Te Roroa tribe assumed such proportions that he was bound in Maori honour to take notice of it. Soon after his return home, events occurred which brought this feeling to a head. It was probably at this time that Pokaia made up his mind to attack Te Roroa tribe, and therefore took back with him to Waimutu the wife and children of Toretumua-te-Awha, to whom he was related. This would be done in order to save their lives.



Note: Parore and Te Tirarau were second cousins, with Parore from the generation before Te Tirarau.

1/. Parore Te Awha Chief of Waipoua and the Kaihu Valley: Hapu Te Kuihi aligned with Ngapuhi.

2/. Te Tirarau Kukupa Chief of Tangiteroria: Hapu Te Parawhau aligned with Ngapuhi.

Note: These two gentlemen were the main players for those early land deals in the Kaihu Valley and Northern Kaipara from about 1830 to 1900. Both of them had a Common factor: being their bloodline from 'Chief Rahiri' of Ngapuhi and 'Toa' of Ngati Whatua...

CHIEF KUKUPA

Kukupu's pa was near Toetoe and the Otaika River on the Whangarei Harbour. Urirotoi was another *hapu* connected with Kukupu. Kukupu's marriage to Whitiao produced his sons, Te Ihi and Te Tirarau. Their half-sister Tawera (from Kukupu's marriage to Taupaki) married Parore Te Awha and this was all part of the consolidation of power and control by the wider Ngapuhi alliance. Parore Te Awha, through his father Toretumua Te Awha also descended from the Te Roroa *rangatira*, Toa and therefore had connections to Ngati Whatua as well. He was a grandson of Taramainuku from the Te Kuihi *hapu* and his mother, Pehirangi descended from Te Whakaaria of Ngati Tawake and Ngati Tautahi. The connections here with Patuone and Hongi through a key line from Rahiri are also clear.

1/. PARORE TE AWHA

HISTORY REVISITED FROM JOURNAL FOUR “THE EARLY CHARACTERS”



Chief Parore Te Awha, approximately mid 1880s

Left: Parore Te Awha, of the Hapu Te Kuihi, was born at Mangakahia, probably sometime in the 1790s. Through his father, Toretumua Te Awha, he was descended from the high chief Toa whose grandson Taramainuku adopted the Hapu name Te Kuihi, and from the renowned Ngapuhi chief Te Ponaharakeke of Ngati Ruangaio. His mother, Pehirangi, was a grand-daughter of Te Whakaaria, a famous Ngapuhi leader of Ngai Tawake and Ngati Tautahi and close kin of Hongi Hika. By 1821 he was living at Whangarei with his principal wife, Tawera, the daughter of Te Kuihi warrior chief Kukupa. This was an important alliance, for Tawera was also the half-sister of the chiefs Te Tirarau and Te Ihi.

Parore was dominant at Waipoua and in the Kaihu Valley as Paramount Chief from about 1820 until about 1890.

2/. TE TIRARAU KUKUPA



Left: Te Tirarau Kukupa, the son of Kukupa and his first wife, Whitiao, was born probably in the late 1790s. He was descended from Rahiri, an ancestor of Ngapuhi; his grandmother was Te Toka-i-Tawhio, leader of Ngati Ruangaio. Although he is often referred to as a Ngapuhi leader, Tirarau (as he was familiarly known) was closely related by marriage alliances to Te Uri-o-Hau, a tribal group which had links with Ngati Whatua. He also belonged to Ngai Tahu and Te Urirotoi, and was the leader of Te Parawhau, of Whangarei. Tirarau held authority over the area south and west of Whangarei Harbour, and by conquest his power extended to

Kaipara Harbour. His main place of residence was Tangiteroria, about half-way between Whangarei and Kaipara harbour's.

In 1820, Samuel Marsden visited Tangiteroria and met Tirarau, whom he called Tourow. Marsden said Tirarau had one of the best dwellings he had seen in New Zealand. The house had a portico at the front that was 16 feet wide; the surrounding pa, Te Aotahi, was fortified with timber 24 to 30 feet high. Marsden said that Tirarau's people were subject to attacks from 'Shunghee's tribe', by which he meant Hongi Hika's followers. Consequently, there were a great number of people living in the pa, and the surrounding countryside had been abandoned. However, Tirarau later became an ally of Hongi. His brother Te Ihi joined with Hongi to attack Ngati Paoa in 1821, and after fighting against Ngati Whatua at Mahurangi Tirarau helped Hongi's forces to defeat Ngati Whatua at Te Ika-a-ranga-nui in 1825. He continued to belong to the Ngapuhi alliance and in 1832 took part in a raid on Waikato.

THERE IS AN OLD STORY THAT FLOATS AROUND THE SHORES OF NORTHERN KAIPARA FOR PARORE AND TE TIRARAU AND IT GOES SOMETHING LIKE THIS...

THE WAY OF A RANGATIRA...

From the Kaipara district came this story, told by Judge F. D. Fenton, of the Native Department, in illustration of the generosity and disregard of self-interest often exhibited by the Maori chief of high rank. There was a land-sale gathering at Tokatoka, on the Northern Wairoa, many years ago; the price had been settled by the people, and the Government agent and the present business was the distribution of the money. The principal chiefs there were two grand old men, Tirarau and Parore Te Awha. The Government agent, who was

accompanied by Fenton, had the money, eight hundred sovereigns, in a bag. The gold was first set down on the grass in the Centre of the people, squatting there in a half-circle. For half-an-hour it remained there, and no one spoke a word. Then one of the chiefs set the heavy bag in front of Tirarau. He presently set it back in its original place. Then he rose again and placed it before Parore. That chief sat contemplating it for some minutes and then returned it to its place on the green. All this time not a word was spoken. At last the bag was lifted and set in front of Tirarau again. There it remained for half-an-hour of dignified silence.

Now, due consideration having been shown to the principal men, Tirarau rose and proceeded to distribute the money: He took out a handful of sovereigns and gave them to one of the men, and went along the silent line, giving a handful to each man. In no instance did he trouble to count the money. Then, when all the sovereigns had been distributed, Tirarau lifted up the bag with both hands and shook it, to show that nothing remained. He did not keep a single sovereign for himself.

What could better illustrate the proud generosity and the dignified self-sacrifice of some of the old-time Maori chieftains? And no doubt that money soon vanished like the dew on the *taro* leaves.

VANISHES LIKE THE DEW...

The Maori is ever apt with his metaphors and aphorisms. An old chief at Makarau, Kaipara, was engaged in an argument with a Government agent, touching land-selling. The pakeha official was bent on a purchase; the conservative owner of many acres was determined to hold on to them. *"Money—your money!"* he said. *"What is it? We sell the land, and the money vanishes like the dew on the taro leaves, licked up by the morning sun."*

THE COUSINS LAND DEALS AS FOLLOWS...

1839: BETWEEN PARORE CHIEF OF KAIHU, PAIKEA CHIEF OF NGATI WHATUA, HAPU TE URI-O-HAU, J. W. MACNEE OF KAIPARA, WEINGA RIPIRO, AND TAWERA QUINI WIFE OF PARORE OF THE ONE PART AND JOHN WHITEHEAD MACNEE DOCTOR OF MEDICINE LATE OF SYDNEY THE OTHER...

MIHIRAU BLOCK, WAIROA RIVER, KAIPARA DISTRICT

1839. 22 October. Kaipara District: **Mihirau**. This Indenture made the twenty-second day of October in the year of our Lord One thousand eight hundred and thirty-nine Between Parore Chief of Kaihu, Paikea Chief J. W. Macnee. of Kaipara, Weinga Ripiro, and Tawera Quini Wife of Parore of the one part and John Whitehead Macnee Doctor of Medicine late of Sydney of the other part Whereas the said Parore, Paikea, and Weinga, and Tawera being Chiefs of the Tribes above mentioned in the Territory of New Zealand and having right and authority to alienate the land hereinafter described hath contracted with the said John Whitehead Macnee for the sale to him of the said land for the price and consideration hereinafter mentioned and the same is now intended to be enfeoffed and conveyed to the said John Whitehead Macnee in manner hereinafter expressed Now this Indenture Witnesseth that in Consideration. consideration of Ten kegs Gunpowder, Twenty Blankets, Six Coats, Twenty Shirts, Fifty pairs Trowsers, Fifty Caps, Ten Jackets, Fifty Gown pieces, Three Boxes Soap, Two kegs Tobacco, Six Double Barrelled Fowling pieces, Three Bags Sugar, Two Bags Rice, Five Muskets, Two Casks Wine, One Cask Rum, Twenty Four Pocket Knives, One Hundred and Twenty Handkerchiefs, Six Shawls, and Sixty Sovereigns, in hand well and truly delivered by the said John Boundaries. [4,000 acres.] Whitehead Macnee to the said Parore, Paikea, Weinga and Tawera before the sealing and delivery here of the receipt whereof and that the same is in full for the absolute purchase of the inheritance in Fee simple in possession of the land and hereditaments hereinafter described and intended to be hereby enfeoffed and conveyed the said Parore, Paikea, Weinga and Tawera doth hereby acknowledge and from the same and every part thereof doth acquit release and for ever discharge the said John Whitehead Macnee his Heirs and Assigns and also the said land They the said Parore, Paikea, Wainga and Tawera, Hath given granted and enfeoffed and by these presents Doth give grant enfeoff and confirm unto the said John Whitehead Macnee and his Heirs All that piece or parcel of land situate lying and being a neck of land partly surrounded by the River Wairoa, the other boundary of the said land being described by a straight line drawn from a point called Mihi Rau on the one hand and a point called Painga on the other, both points being situated on the River Wairoa aforesaid, including all Timbers, Minerals and Water on said portion of land or howsoever otherwise the said land and premises or any part thereof is bounded situate known or distinguished Together with all paths waters woods Timber and other Trees Minerals and all appurtenances to the said land belonging or in any wise appertaining And all the right and title whatsoever of the said Parore, Paikea, Weinga, and Tawera or of any of the said Tribe abovementioned in or to the

same To have and to hold the said land, hereditaments and premises hereinbefore described and hereby granted enfeoffed and confirmed or intended so to be with their and every of their rights privileges advantages and appurtenances whatsoever unto and for the use and behoof of the said John Whitehead Macnee his Heirs and Assigns forever And the said Parore, Paikea, Weinga and Tawera for themselves and their Heirs doth hereby covenant with the said John Whitehead Macnee his Heirs and Assigns that they the said Parore, Paikea, Weinga and Tawera and their Heirs do shall and will warrant and for ever defend unto and to the use of the said John Whitehead Macnee his Heirs and Assigns All the said land and premises or any part thereof In Witness whereof the said Parore, Paikea, Weinga and Tawera hath hereunto affixed their Seals and signatures the day and year first above written.

Parore. L.S.

Paikea. L.S.

Weinga. L.S.

Tawera. L.S.

Signed Sealed and Delivered by the said Parore, Paikea, Weinga and Tawera the same having been first read over and explained to which they seemed perfectly to understand in our presence—

Thomas Spencer Forsaith, Kaipara.

Charles Ewart, Sydney, late of London.

William S. Grahame, Sydney.

We hereby acknowledge to have received on the day of the date of the within Receipt for £60 and goods. written Indenture of the within named John Whitehead Macnee Ten Kegs Gunpowder, Twenty Blankets, Six Coats, Twenty Shirts, 50 pairs Trowsers, Fifty Caps, Ten Jackets, Fifty Gown Pieces, Three Boxes Soap, Two Kegs Tobacco, Six Double Barrell'd Fowling Pieces, Three Bags Sugar, Two Bags Rice, Five Muskets, Two Casks Wine, One Cask of Rum, Twenty Four Pocket Knives, One Hundred and twenty Handkerchiefs, Six Shawls, and Sixty Sovereigns, being the full consideration within mentioned to be paid and given to us for the sale and conveyance of the said land and hereditaments within described.

Parore. L.S.

Paikea. L.S.

Weinga. L.S.

Tawera. L.S.

Witness—Charles Ewart, Sydney, late of London.

Witness—William S. Grahame, Sydney.

Witness—Thomas Spencer Forsaith, Kaipara.

Be it Remembered that on the Twenty-second day of October in the year of our Peaceable possession of the block taken and delivered. Lord One thousand eight hundred and thirty-nine peaceable and quiet possession and full seizen of the land and hereditaments within mentioned to be granted and enfeoffed to the within named John Whitehead Macnee was openly had and taken by the within named Parore, Paikea, Weinga and Tawera and by them

delivered to the within named John Whitehead Macnee To hold the same unto and to the use of the said John Whitehead Macnee and his Heirs according to the purport and true intent and meaning of the within written Indenture in the presence of us whose names are hereunto subscribed.

Thomas Spencer Forsaith, Kaipara.

Charles Ewart, Sydney, late of London.

William S. Grahame, Sydney.

1839: BETWEEN PARORE CHIEF OF KAIHU, TAUPUHI CHIEF OF ORUAWHARO, MATIU A CHIEF OF ORUAWHARO, AND PAI CHIEF OF ORUAWHARO OF THE FIRST PART, AND SAMUEL HAWKE...

**DEEDS—No: 339
ORUAWHARO BLOCK (SAMUEL HAWKE), KAIPARA DISTRICT**

1839. 30 December. Kaipara District: **Oruawharo**. This Indenture made the thirtieth day of December in the year of our Lord eighteen hundred and thirty-nine Between Parore Chief of Kaihu, Taupuhi Chief of Oruawaro Matiu a Chief of Oruawaro and Pai Chief of Oruawaro of the first part, and Samuel Samuel Hawke. Hawke of Sydney in the Colony of New South Wales, Settler, of the second part, And the said Samuel Hawke at present residing in New Zealand. Whereas the aforesaid Chiefs Parore, Taupuhi, Matiu, and Pai being Chiefs of the Tribes of Ngapuhi and Ngatiwatua in the territory of New Zealand and having right and authority to alienate the land hereinafter described have contracted with the said Samuel Hawke for the sale to him of the said land for the price or consideration hereinafter mentioned and the same is now intended to be enfeoffed and conveyed to the said Samuel Hawke in manner hereinafter expressed. Now this Indenture Witnesseth that in consideration of Receipt for £5 deposit. five pounds sterling lawful coin of Great Britain, paid down as deposit, and ninety-five pounds sterling lawful coin of Great Britain, and six hundred pounds value of merchandise to be paid on the arrival of the said goods from Sydney any time within eighteen calendar months of the date of this Indenture and that the same is in full for the absolute purchase of the Inheritance in fee simple in possession of the land or hereditaments hereinafter described and intended to be hereby enfeoffed and conveyed, The said Parore, Taupuhi, Matiu, and Pai do hereby acknowledge and from the same and every part thereof do acquit, release and forever discharge the said Samuel Hawke his Heirs and assigns and also the said land they the said Parore, Taupuhi, Matiu, and Pai Hath given, granted and enfeoffed, and do by these presents give grant enfeoff and confirm Boundaries. [12,000 acres.] unto the said Samuel Hawke and his Heirs as Tenants in common All that piece or parcel of land, situate, lying, and being situated on the River Oruawaro, being bounded on the one side by the creek or river Warahinu and on the other by the creek or river Wai Tangata, the course of the River Oruawaro between these points being river frontage, then following the course of the creek Warahinu to the creek Waireia, then along the said Waireia to its source or termination from which point a direct line to the divided boundary of the two districts Oruawaro and Kaipara and known by the name Kokeoki thence in a direct line (forming the said boundary of the dist. of Kaipara) to a point called Kanohi Ruru and from Kanohi Ruru a direct line to the source or termination of the creek Wai Tangata and following the course of the Wai Tangata to the Oruawaro, or howsoever otherwise the said land or any part thereof is bounded, situate, known or distinguished: together with all ways, paths, waters, woods, timber and other trees, minerals, and all appurtenances to the said land and premises belonging or in any wise appertaining, and all the right and title whatsoever of them the said Parore, Taupuhi, Matiu and Pai, or any other of the

said Tribes of Ngapuhi or Ngatiwatua or any other tribe in or to the same. To have and to hold the said land hereditaments and premises hereinbefore described and hereby granted, enfeoffed, and confirmed or intended so to be with their and every of their rights, privileges, advantages, and appurtenances whatsoever unto and for the use and behoof of the said Samuel Hawke his Heirs and assigns forever as Tenants in common. And the said Parore, Taupuhi, Matiu and Pai for themselves and their Heirs do shall and will and hereby covenant with the said Samuel Hawke his Heirs and assigns that they the said Parore, Taupuhi, Matiu and Pai and their heirs do shall and will warrant and forever defend unto and to the use of the said Samuel Hawke and his Heirs or assigns all the said lands hereby granted and enfeoffed against them the said Parore Taupuhi, Matiu and Pai and their Heirs and against all and every other person or persons whomsoever claiming the said land and premises or any part thereof. And the said Samuel Hawke hath nominated, constituted and appointed and by these presents Doth nominate constitute and appoint George Hawke of Sydney aforesaid and now residing in New Zealand his true and lawful Attorney for him and in his name and stead to receive and take of and from the said Parore, Taupuhi, Matiu, and Pai full and sufficient seizen and possession of the said land and hereditaments by these presents granted, enfeoffed and confirmed or any part thereof and such seizen and possession being so taken and had to hold and retain to and for the use of the said Samuel Hawke and his Heirs and assigns for ever according to the purport and effect and true intent and meaning of these presents. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Parore. L.S.

Taupuhi. L.S.

Matiu. L.S.

Pai. L.S.

Signed, sealed and delivered by the said Parore, Taupuhi, Matiu and Pai the same having been first read over and explained, and which they seemed perfectly to understand in our presence—

Thomas Spencer Forsaith, Merchant, Kaipara.

William Hay, late of Sydney.

Tirarau, Chief of Wairoa River.

Samuel Hawke. L.S.

Signed, sealed and delivered by the said Samuel Hawke in the presence of—

Thomas Spencer Forsaith.

1840. 2 June. Receipt for £95 and merchandise. We acknowledge to have received on the second day of June in the year of our Lord one thousand eight hundred and forty of the within named Samuel Hawke Ninety-five pounds sterling lawful coin of Great Britain, thirty spades, two bags of sugar, one keg of Tobacco being part of the within named consideration to be paid and given to us for the sale and conveyance of the land and hereditaments within mentioned.

Parore.

Matiu.

Taupuhi.

Pai.

Witness—

Thomas Spencer Forsaith.

William Hay, late of Sydney.

1840. 12 June. Peaceable possession taken and delivered. Be it remembered that on the twelvth day of June in the year of our Lord one thousand eight hundred and forty peaceable and quiet possession and full seizen of the land and hereditaments within mentioned to be granted and enfeoffed to the within named Samuel Hawke was openly had and taken by the within named Parore, Taupuhi, Matiu, and Pai, and by them delivered to the within named Samuel Hawke to hold the same unto and to the use of the said Samuel Hawke his Assigns and Heirs for ever as Tenants according to the purport and true intent and meaning of the within written Indenture in the presence of us whose names are hereunto subscribed.

Tamati (Chief of Oruawaro).

Thomas Spencer Forsaith, Wairoa, Kaipara.

No. 25.O.L.C. A True Transcript of Copy of Original Deed.

H. Hanson Turton.

Wellington, 23rd September, 1878.

**1855: PARORE SELLS HIS CLAIMS ON THE TOKATOKA BLOCK
TO THE CROWN FOR TWENTY POUNDS...**

TRANSLATION

*1855. 10 September. This Deed executed at Mangawhare on the tenth of September in the Year of Our **Tokatoka**. Lord, one thousand eight hundred and fifty five 1855 is the consent of Parore to surrender all his claims on the Toka Toka Block to the Queen Victoria of England, and to Parore's claims. Her Successors forever in consideration of the sum of Twenty pounds received at the Receipt for £20. hands of John Grant Johnson, a Commissioner for the purchase of Land on behalf of the Governor of New Zealand, in witness whereof I hereby sign my name to this deed on this day above written.*

Na Parore.

Witness—

(Sd.) Hastings Atkins, Mangawhare.

Translation.

John Grant Johnson,

Interpreter.

A True Copy of Original Deed and Translation.

H. Hanson Turton.

Wellington, September 30th, 1874.

1854: BOTH PARORE AND TE TIRARAU FEATURE IN THIS AGREEMENT...

TRANSLATION...

*This Deed conveying land written at Omanu on this seventeenth (17) day of July in 1854. 17 July. Whangarei district. the Year of our Lord one thousand eight hundred and fifty four (1854) is a paper of the true consent of us the chiefs of Ngatiporo, te Patukai and Ngatitu whose names are **Mangawhai and Waipu**. attached to this Document signed on behalf of ourselves, our children our descendants, and our relations fully and entirely to give up a certain portion of our land to Victoria Claims of Tirarau and Parore. the Queen of England to the Kings or Queens who may succeed her for ever. And in consideration of our consent to sell a portion of our land to the Queen Victoria of England, the Queen agrees to give us Two hundred pounds £200 sterling which monies Receipt for £200. we have this day received at the hands of Mr. Johnson. The boundaries of the land are these: commencing at Te Arai, thence along the sea coast to the mouth of Mangawai thence to Paepaeotu, thence to Kohekohe thence to Wairahi, Wakatarariki, Waipu, te Boundaries. Uritete thence inland to Poherangi, Pukehinau, Pohuenui, Pukeramarama thence in a southerly direction to the Raka, Puketotara, Rotomoeho, thence along the ridge to the source of Taotaoroa, the source of Te Haronga, the source of Waionepu, thence to Taumatatuhi, the source of Kaupare, thence to Kohiraunui thence along the ridge to Kapewhiti to Uriowhetau Waka Tararihi, thence to Mairiroai Taumatatiroti Pukekohe thence to te Hakuru, and in the course of that stream to Kaparaunui thence to the sea, Wakaurangi, Rauawe, Papawi, Waitete, Ngarakauewha and by the side of the lake to te Arai, where it ends. Now we have for ever ceased to have an interest in that land; we have forsaken and fully given up the land with its rivers, streams, lakes, fresh water, timber, grass, stones, hills, summits, with its fertile spots and barren places, all above and all below the surface and all appertaining to the land we have fully given up to the Queen Victoria of England to the Kings or Queens who may succeed her for ever. And in testimony of our consent to the particulars of this Deed which has been read over to us by Mr. Johnson we hereunto affix our names and marks; and in testimony of the consent of the Queen of England to the conditions of this Deed Mr. Johnson a Commissioner for the purchase of land for the Governor of New Zealand hereunto affixes his name.*

John Grant Johnson,

Dist. Commissioner.

Na Parore x his mark.

Na Taurau x his mark.

Na Toko x his mark.

Na te Reweti.

Te Tirarau x his mark.

Hori Kingi Tahua.

Te Manihera.

Karatoni.

Witness—

(Sd.) Charles Walton, Settler, Wairoa.

Witness to signature of Reweti Patuhiwi on the

18th Sept., 1854—

John Grant Johnson, Dist. C.

I Rewheti Patuhiwi consent to all the particulars of this Deed, and give up all my 1854. 18 September. Receipt for £15. claims to the land conveyed by this Deed in consideration of the sum of Fifteen pounds (£15) given to me by Mr. Johnson Commissioner for the purchase of land for the Governor of New Zealand on this 18th day of September in the year. 1854, wherefore my name is subscribed.

Na Te Rewheti.

Witness—

(Signed) John P. Russell, Settler, Wairarapa.

True Translation.

Donald McLean,

Chief Commissioner.

March 24th, 1856.

A True Copy of Original Deed and Translation.

H. Hanson Turton.

Wellington, February 9th, 1875.

*1854. 17 July. Whangarei district. the Year of our Lord one thousand eight hundred and fifty four (1854) is a paper of the true consent of us the chiefs of Ngatiporo, te Patukai and Ngatitu whose names are **Mangawhai and Waipu**. attached to this Document signed on behalf of ourselves, our children our descendants, and our relations fully and entirely to give up a certain portion of our land to Victoria Claims of Tirarau and Parore. the Queen of England to the Kings or Queens who may succeed her forever. And in consideration of our consent to sell a portion of our land to the Queen Victoria of England, the Queen agrees to give us Two hundred pounds £200 sterling which monies Receipt for £200. we have this day received at the hands of Mr. Johnson. The boundaries of the land are these: commencing at Te Arai, thence along the sea coast to the mouth of Mangawai thence to Paepaeotu, thence to Kohekohe thence to Wairahi, Wakatarariki, Waipu, te Boundaries.*

1871: Mr Dargaville leased a few acres off **Parore** for his gum trading post two miles up the Kaihu River at a place called **Kiriotupato**, then after a little while he moved back to Whapu where he leased and then purchased off Parore and others the site of the Dargaville Township today.

Kiriotupato ...approximately 2 km by rail from Dargaville, Called: Flax mill station: east and west bank of the Kaihu River.

Note: I believe “Kiriotupato” was the old name and changed to “Parore” later on to accommodate the mana of Chief Parore...

1836: TE TIRARAU SELLS TO THE WESLEYAN MISSIONARIES...

TANGITERORIA BLOCK, RIVER WAIROA, KAIPARA DISTRICT

Te Warau, Kaipara,

New Zealand, November 17, 1836.

*1836. 17 November. Kaipara District. **Tangiteroria**. Know all men by these presents that I Tirarau Chief of a part of the Tribe called Te Uriohau and residing at Mangakahia on the Wairoa River have this day sold and delivered up to the Wesleyan Missionary Society and to their agents or assigns to have Wesleyan Mission. and to hold from this day henceforth and for ever the parcel of land situated on the banks of the said Wairoa River, Kaipara known by the name of the Tangiteroria and bounded on the Boundaries. [400 acres.] South West and North West by the aforesaid river Wairoa, on the South by a line running from the mouth of a creek called Moengaweke to a place called Te Haumi, and on the North East by a line running from Waikaruhi to Pehirau for and in consideration of the following payment, viz. £20 Sterling, 10 Blankets, 10 Shirts, 10 Trousers 48 yds. Print, 4 bars Soap, 5 lbs. Tobacco, 50 Pipes, 10 Combs, 5 Scissors, 100 Fish hooks, 10 Felling axes, 20 Hatchets, 15 Hoes, 5 adzes, 14 Spades, 2 Iron Pots, which articles I have this day received from the Revd. James Wallis, Wesleyan Missionary, as witness my hand.*

Witness—

George Stephenson. E. Meurant.

Wiremu.

Sd. Tirarau.

Paikea.

James Wallis,

Resident Missy.

True Copy.

H. Tacy Kemp.

No. 389d.O.L.C. A True Transcript of Certified Copy of Original Deed.
H. Hanson Turton.
Wellington, 21st November, 1879.

1837: TE TIRARAU SELLS TO EDMUND RUFF...

Deeds—No: 333
UREROA BLOCK, RIVER WAIROA, KAIPARA DISTRICT

Kaipara

New Zeald. 27 Decr. 1837.

1837. 27 December. *Kaipara District.* **Ureroa.** Know all men by these presents that I Te Tirarau the chief of a part of the tribe called Ngaiporoa and residing at Mangakahia on the Wairoa river, have this day sold and delivered up to Mr. Edmund Ruff, his executors, administrators and assigns to have Edmund Ruff. and to hold from this day henceforth and for ever, the parcel of land situated on the banks of the said Wairoa river, Kaipara, known by the name of Ureroa, Bounded on Boundaries. [80 acres.] the North by a creek called Mangararora, to extend one quarter of a mile on the banks of the aforesaid Wairoa River, Kaipara. The back boundary line to be one quarter of a mile from high water mark of the aforesaid Wairoa river and to extend from the aforesaid Mangararora Creek to the line on the Southern boundary which line is to run back one quarter of a mile from the said Wairoa river, for and in consideration of the Receipt. followg payment, viz. 2 Blankets, 10 Pea Jackets, 2 Muskets, 50 lbs. Powder, 2 Iron Pots, which articles I have this day received from Mr. E. Ruff. As witness my hand—

James Wallis, Witness.

Tirarau his x mark.

True Copy.

H. T. Kemp.

No. 386b.O.L.C. A True Transcript of Certified Copy of Original Deed.
H. Hanson Turton.
Wellington, 18th November, 1879.

1839: TE TIRARAU SELLS MANGAWHARE TO THOMAS FORSYTH...

TRANSLATION...

1839. 10 September. **Mangawhare.** I Tirarau hereby agree to sell Mangaware to Mr. Thomas Spencer Forsaith for 50 Pounds in money and one coat. These are the boundaries of this Land,

viz. on one side by the River Kaihu, following its course until it reaches the foot of the hill called T. S. Forsaith. [400 acres.] Motuaronga the which hill (or elevated Land) forms the boundary on the other side extending to the Wairoa River.

[Witnesses.]

[Signature.]

1840. 23 May. Receipt for cash and goods. I hereby acknowledge to have received Fifty pounds lawful coin of Great Britain, and in addition one double Barrel gun, five muskets, five blankets, two Jackets, two Trowsers, and one coat as payment in full for the said Estate.

Signed Tirarau. (L.S.)

Paikea (L.S.)

Signed sealed and delivered in presence of—

(Signed) William Hay.

Taurau Native Chief.

Waiki Native Chief.

Manga Ware, May 23, 1840.

True Copy and Correct Translation.

C. Davis, Interpreter.

Note: 1872: it is very interesting to note that in the following news clip from 1872 we have a fine collection of Maori chiefs from as far as the Hokianga including the north Kaipara negotiating to sell a piece of land at the mouth of the Kaihu river.

It would seem they have put their differences to one side and collectively as one people transacted the sale as follows. Of cause it is obvious that they all have one common ancestor and that would be “Toa”...

NATIVE GATHERING AT NORTHERN WAIROA

DAILY SOUTHERN CROSS, VOLUME XXVIII,
ISSUE 4645, 15 JULY 1872

THE largest and most influential gathering of the Maori "upper crust" which has taken place here for some time was held at Mangawhare last week. The meeting was attended by chieftains from Hokianga, Mahurangi, Kaipara, and this district. Amongst those present were Parore Teawha, Tirarau Kukupa, Te Pore Taoho, Pirika Ngi, Tiopira Kinaki, Tawhu Moetara, Pairama Ngutahi, Te Hamara Taumatini, Hemana Whiti, Te Kene Nene Matitikuha, Mihaka, Taurau, &c. The object of the meeting was to consider the alienation of a piece of land situated at the junction of the Kaihu and Wairoa rivers, on which are the business premises of Messrs. Must and Co. The land contains about 170 acres, and was at one time given to one of Mr. W. A. Marriner's children, and subsequently leased to Messrs. Must and Co. by the natives. It seems that Mr. Marriner's title to the land had never been completed, the vendor's right to the disposal of it having been disputed, and I believe an adverse judgment given in the Native Lands Court. The land has since then become very valuable as a business stand, and J. M. Dargaville Esq., wished to purchase it. The natives, keenly alive to the value of the property, were at first very high in their demands, asking £500 for the 170 acres; ultimately

asking £500 for the 170 acres; ultimately they agreed to sell to the highest bidder, and Mr. Dargaville became the purchaser for £171. —At the same meeting Mr. W. A. Marriner, as native interpreter, negotiated with the Upper Kaihu chiefs on behalf of Messrs. Bonar and Johnson, of the Aratapu Saw-mills, for the purchase of an extensive forest of kauri timber on the Kaihu river. This was effected in consideration of the sum of £250, the first instalment of £50 being paid at the completion of the transfer. —Mr. Preece, on behalf of the Government, offered to treat with the natives for the purchase of a kauri forest in the Kaihu district, but the owners, thinking I suppose that they had transacted business enough at one meeting, declined to entertain his proposals. —The Rev. F. Gould was at Mangawhare on Sunday, and held Divine service in Maori. There was a good attendance, and after the service he expressed his satisfaction at meeting such an intelligent and appreciative native audience. Mr. Gould left here for Auckland on Thursday last. The natives remained for two or three days enjoying each others' society and visiting their friends, and dispersed well satisfied with the amount of business done. —[Correspondent.]

5 *EARLY LAND CLAIMS*

Before 1840 the land was “sold” to Europeans for trading depots and mission stations or just speculation. Among the pre-1840 European land claims were 88 from the Hokianga and 43 from the Kaipara. Parore Te Awha was involved in about half a dozen of the Kaipara transactions, including the sale of 1000 acres or more in the Kaihu Valley to families of Irish settlers of which some would perish at the mouth of the Kaipara when the ship “*Sophia Pate*” was wrecked.

Commissioners appointed to investigate the old land claims invalidated many of the larger speculative claims, including the Irish settlers Kaihu claim.

1840: BARON DE THIERRY AT THE HOKIANGA HAS HIS LAND CLAIM OF 40,000 ACRES REDUCED TO 1,500 ACRES...

Mr. Willoughby Shortland writes from the Colonial Secretary's office, advising ‘Baron de Thierry’ that in due course his land-claims will be investigated. The Commissioners, Mr. Richmond and Mr. Godfrey, are selected; the date of the sittings fixed. To Mr. Richmond goes a fee of £6 for the service of investigating the de Thierry claims, to Commissioner Godfrey, £3 10s. 0d.

Tamati Waka Nene opposes the original claim for 40,000 acres which are then cut down by the Commissioners to 1,500 acres of which, according to their overlord, only ten acres are any good for cultivation, without the expenditure of far more money than he possesses.

In retort discourteous, the Baron de Thierry formally opposes the claims of white settlers to lands originally part of the 40,000 acres. Of these settlers, Mr. William Young, of Terawera, shows remarkable forbearance, declaring that if the others give back the lands purchased through Mr. Kendall, he considers it will be his duty as a Christian to follow suit.

Unfortunately, his duty as a Christian does not impel him to take the lead, and there the matter rests.

1848: JOHN MARMON'S CLAIM IS DISALLOWED

NEW ZEALANDER, VOLUME 4,
ISSUE 224, 22 JULY 1848,

1846, His Excellency the Governor-in-Chief has directed it to be notified for the information of parties concerned that the claims in question have been disallowed

CERTIFICATES.	CLAIMANTS.
---------------	------------

No. 19	Joseph England
" 29	Michael FitzPatrick
" 125	Thomas Weston
" 48	John Stewart
" 165	John Marmon
" 1	W. B. Moores
" 209	George Buckingham
" 211	John Williamson
" 217	John Hatfield
" 227	E. Constable
" 245	George Stephenson
" 249	Joshua Thorp

By His Excellency's command,
ANDREW SINCLAIR,
Colonial Secretary.

TE TIRARAU MAKES CLAIM TO THE NORTHERN WAIROA

In the 1850s Te Tirarau of Northern Wairoa became concerned about the sale of timber and land by other tribes in the Kaipara area. He had assisted in conquering the area after the battle of Te Ika-a-rangai and he was now embroiled in disputes with Ngati Whatua and Te Uri-o-Hau, the original inhabitants of the land. In 1854, when his claim to the area was still unresolved, he threatened to burn the house of any person who settled on land at Mangawhai sold by Ngati Whatua. War in Kaipara was averted when a meeting of the parties arranged by Governor Thomas Gore Browne in 1857 decided to sell 300,000 acres of land to the government.

In 1862 Tirarau was involved in a major conflict over land sales with a relative, Matiu Te Aranui. Tirarau said that he was going to sell land on the banks of the Wairoa River to the government. Armed conflict began when Te Aranui attempted to mark out the boundary line between Tirarau's land and the portion that he claimed; several people were killed. Both parties fortified positions on the disputed land at Waitomotomo, 12 miles north of Maungatapere. A local chief and assessor, Arama Karaka, joined Te Aranui, as did about 50 Ngapuhi. Tirarau probably had more support and in addition was employing Te Arawa gum-diggers to fight for him. The government eventually negotiated an agreement whereby the dispute was referred to a court with representatives from both sides. The flags over the rival pa were lowered simultaneously and the area was abandoned. When Tirarau's flag was lowered he and his followers knelt to give thanks that their lives had been spared.

In the same year Tirarau was involved in a dispute over precedence with his cousin Paikea Te Hekeua, a leader of Te Uri-o-Hau. Governor George Grey planned to visit the north to introduce his runanga system of Maori government. Tirarau insisted that the governor call at Whangarei before visiting Kaipara; Paikea Te Hekeua refused to meet the governor if he came to Kaipara from Whangarei. Finally, the resident magistrate, Walter Buller, suggested the governor make two separate trips from Auckland.

1856: PAKIA OF NGATI WHATUA CLAIMS ALL OF KAIPARA AND THE WAIROA RIVER

TE TIRARAU AND PARORE OF NGAPUHI STAY FIRM

WILLIAM WHITE AND DONALD MCLEAN ARGUE ABOUT WHO IS TO BLAME.

Auckland, Oct. 20th, 1856.

SIR.--The Ngatiwhatua tribe of aboriginal Natives, who have constituted me their agent, and who, for special reasons, wish me to be their medium of communication with Government, are now most anxious that the following particulars should be placed before his Excellency the Governor.

Firstly. That they are the sole and exclusive owners of the Wairoa, Kaipara, the boundaries of which have been already pointed out.

Secondly. That Parore and Tirarau, who have lived there for a considerable number of years on sufferance only, now pretend to ground their claim to the soil on conquest, or to derive it from their ancestors; both of which they (the Ngatiwhatua) entirely repudiate.

Thirdly. That they are most anxious for an opportunity to establish their position before a properly constituted Board of Inquiry, where competent witnesses can be fairly examined.

Fourthly. That having embraced Christianity, and respecting the Laws of England, they have laboured peaceably, for many years, in order to obtain the undisputed possession of their rights, which they have hitherto failed to do; and that they are now most anxious, in order to avoid a bloody war, to bring the present dispute to an amicable conclusion by the adoption of constitutional means.

present dispute to an amicable conclusion by the adoption of constitutional means.

Fifthly. That being unable, of themselves, to come to an amicable arrangement with Parore and Tirarau, and their offer to refer the whole matter to arbitration (the arbitrators to be composed of four or five Native chiefs, mutually chosen, and an equal number of respectable Europeans,) having been rejected, by the advice of Mr. Johnson, they are now at a loss what course to take

And Sixthly. That the mal-appropriation of £900 by Mr Johnson, in favour of Tirarau and his breach of faith with the Ngatiwhatua, and the insults offered to Paikia by Mr. Atkins, at Mangawhare, have been the chief causes of the present state of affairs at Kaipara.

In conclusion, I have not the slightest hesitation in saying, that in the event of the Ngatiwhatua tribes obtaining a fair and impartial hearing, they will fully and completely establish the position which they take.

I am, Sir,

Yours very respectfully,

WILLIAM. WHITE.

I affirm this to be a true copy.

CHAS. SHORT.

To Donald McLean, Esq.

(Copy.)

Auckland, October 25th, 1856.

SIR,—The Uriohau, in particular, and the Ngatiwhatua tribes, generally, are now very solicitous to bring the matter relative to the Wairoa dispute, in so far as the Government is concerned, to a close; and in so doing they wish me, in their behalf, to make the following declaration, in the most emphatic and explicit manner.

Firstly That immediately on being informed that Tirarau had offered to Government, for sale, a block of land on the Wairoa, named —; and, before the purchase-money (£2800) was paid, or the said block of land had been surveyed, notice was given at your office by Matikikuha, in behalf of the Ngatiwhatua tribes, that by far the greater portion of the said block of land belonged to them; that he also warned you not to proceed to the completion of the purchase until their claim should have been investigated. That subsequently to this caution, and without noticing the claim of the Ngatiwhatua, you paid over to Tirarau £2000. That hearing of this Matikikuha, Wm. Rawiti, and John White waited upon you at your office and remonstrated with you on these proceedings; they also requested and obtained the promise from you that the remaining £800 should be retained until they had an opportunity of establishing their claim; and that afterwards, notwithstanding all this, and without communicating with them on the subject at all, you handed over the remaining £800 to Tirarau, and have had the land surveyed.

Secondly. When Matikikuha and his two friends waited upon you at your office, as stated above, and obtained your promise respecting the £800, that a map was submitted to them, comprehending the block in question and some of the adjacent country; that on pointing out their boundaries on this map, Mr Johnson got out of temper, told them that they had no claim there, and shut the door in their face. That during their intercourse with Government, on the present visit, they have been repeatedly grossly insulted in your

they have been repeatedly grossly insulted in your office, and that although they have repeatedly requested to see the map which Mr. Johnson submitted for their inspection, on the occasion just referred to, that it has not been produced; and that the maps which have been produced have been subsequently constructed with reference to some especial object of emergency; and they wish me especially to state that they deem it incompetent for your office to comprehend truly the state of this case of boundary, &c., until an inspection shall have been made on the spot by parties appointed for that purpose.

Thirdly. That the present aspect of affairs at Kaipara has been chiefly occasioned by the incompetence, ignorance, and misconduct of Mr. Johnson, Commissioner for Purchase of Native Lands, and that they (the Ngatiwhatua) now have no hope of avoiding hostilities unless the Government interpose, by issuing an injunction or proclamation prohibiting all Europeans from receiving property from off all lands in dispute in the district of Kaipara; and this they earnestly entreat the Government to do before they (the Ngatiwhatua) leave the town.

I shall not discharge the duty which I owe to myself and to others if I do not put on record, in this communication, an opinion to which I have given verbal expression elsewhere, viz.: That the Government ought to purchase the whole of the Uriohau's claim to the block of land, commencing at Monganui branch of the Wairoa, extending to the To Creek; and this I think ought to be done without any reference to Tirarau, seeing that they only sell their own claim, not his.

I remain, Sir,

Yours very respectfully,

WILLIAM. WHITE.

I affirm this to be a true copy.

C E. SHORT.

To Donald McLean, Esq.

1857: WORKING OUT THE CONSTITUTION, IN ITS INTEGRITY THROUGH
THE AGENCY OF OUR MODEL GOVERNMENT...

DAILY SOUTHERN CROSS, VOLUME XIV,
ISSUE 1039, 12 JUNE 1857

To the Editor of the Southern Cross.

Sir, — The accompanying papers I hand to you for publication in your next issue, which, if you admit, will introduce to the public a subject for its immediate and prompt attention. There is at present an upheaving of the aboriginal masses which, if seized and directed properly, will result in extensive and incalculable advantage to both races in this Province.

The mal-proceedings and unaccountable infatuation of the General Government have brought matters to a most deplorable crisis. And one of the objects sought, in making public my correspondence with the Government, is to draw the attention and enlist the energies of a few intelligent and patriotic men, in order that the calamities and evils with which this Province is now threatened may be averted. And I am not alone in believing that this may be done by the prompt and immediate exertions of a few energetic public spirited men. The Government *cannot* do it.

Another object sought, is that I may not incur blame and self reproach by not sounding a warning note in time.

A great deal more information on the various subjects referred to in the correspondence will be given, if required, by

Your humble servant,

WILLIAM WHITE.

Auckland, May 29, 1857.

[The subject was mentioned to us by Mr White at about that date, but the correspondence has only now been placed in our possession. — Ed.]

Auckland, May 8, 1857.

Sir,—Tirarau and Parore have stated to a person, who conveyed the information to me, that, on your recent visit to the Wairoa, you had named me as the cause of the quarrel between Paikia and them not having been settled long ago. Now, Sir, although I do not believe you capable of making a communication so ut-

terly unfounded, and contrary to fact, nevertheless it is proper that the matter should be put right forthwith. You will, therefore, oblige me by answering the simple question,—Did you, or did you not, make such a communication: anything equivalent to, or that implied it?

Your prompt and explicit answer is requested by your humble servant,

WILLIAM WHITE.

Donald McLean, Esq.,

Chief Commissioner of Crown Lands.

Auckland, May 8, 1857.

Sir,—In reply to your letter, of yesterday's date, I have to inform you that I am not in the habit of making statements of the description referred to by you—nor have I done so in this instance.

I have the honor to be, Sir,

Your obedient servant,

DONALD McLEAN.

Wm. White, Esq., Auckland.

Auckland, May 11, 1857.

Sir,—I duly received your reply to my communication, dated Friday the 8th, on Saturday evening the 9th instant, which only contained an answer to part of my letter. As to your being in the habit of making such statements or not, does not much concern me; nor were you accused of such a habit. And, in this case, I am quite satisfied that you were in no danger of committing so great an imprudence, knowing, as you do, that the means of rebutting and exposing the fallacy and meanness of such a statement would be easily and soon produced, and that I should have no difficulty in fixing the blame where it is due.

I said in mine of the 8th instant, that I did not believe you were capable of making such a statement as that referred to. I still believe it; but I would be equally explicit in saying that I believe you have done, or omitted to do, what was equivalent to the statement in question.

When I informed you, in October last, that Mr. Johnson had poisoned the minds of Tirarau and Parore against me, by telling them, that but for me, the quarrel between Paikia and them would have been settled long ago, at which you seemed surprised, and said that you were going to the Wairou soon and would take care to disabuse Tirarau's mind of that. At the same time you expressed your obligations to me for the efficient help which I had rendered in the very serious and difficult case to which the attention of Government had been called. You also made similar remarks about the same time to others besides myself.

Now, Sir, contrast this with your conduct at the Wairoa, Kaipara. Supposing the report which has come to me to be correct, which I have no reason to doubt at present.

Tirarau and Parore both stated to Mr. Gittos, a few weeks ago, that, in their communication with you, they remarked "*Kua mutu he tenei raruraru, me kana te Waite*," to which you assented by saying "*Koia*."

Now, Sir, I beg to inform you that my life has been placed in jeopardy in consequence of this more than strange proceeding of Mr. Johnson and yourself. If your friends, Tirarau and Parore, have spoken false you know what to do to put the matter right; if otherwise, your course will be equally clear.

I have the honor to remain, Sir,

Your humble servant,

WILLIAM WHITE.

Donald McLean, Esq.,

Chief Commissioner of Crown Lands.

Auckland, May 11, 1857.

Sir,—Whether I did right or wrong, the fact is I withheld the enclosed without consulting the parties on whose account I wrote it, which I now very much regret. And I wish it now to be clearly understood, that what is said in reference to Mr. Johnson must now, with slight and unimportant objections, be applied to yourself, with a frightful accumulation of responsibility, contracted by your extraordinary proceedings on your late visit to the Wairoa, Kaipara: and your dealings with the two usurping chiefs—Tirarau and Parore—relative to the two blocks of land—Tangihua and Kaihu; and the advance to the former of £650 on account of the first named block of land, to which he has no just claim, and of which you have the means of knowing as well as I do, and by which you have precipitated the contending parties at Kaipara to the very verge of a cruel and bloody war, which will draw into its vortex nearly, if not the whole of the tribes from the North Cape to the Thames, if not Waikato.

I have the honor to remain,

Your humble servant,

W. WHITE.

To Donald McLean, Esq.,

Chief Commissioner of Crown Land, &c.

word. The law of fighting is now to appear at Taranaki, and remain in force until countermanded. Given by my hand, and made to appear under the great Seal of the Colony, at Auckland, on this day, the 15th January, in the year of our Lord one thousand eight hundred and sixty.

(Signed) THOMAS GORE BROWNE.

"Done by the Governor.

(Signed) E. W. STAFFORD,

"Writer of the Colony.

"God save the Queen."

—(loud laughter). Sir, this is no laughing matter. Who can tell how far this operated to encourage the interference of Ngatiruanui, who were in nowise concerned in the original dispute. The rendering I have given falls infinitely short of conveying the meaning which the natives might reasonably attach to this document. I can scarcely express in adequate language the contempt and disgust with which old Maori chiefs would be apt to regard this announcement. It proclaims that fighting is now to be the law. It is as though the Governor had said: Now, I, the Governor, do proclaim and publish with a loud voice, that (here the hon. member assumed the attitude of a pugilist) henceforth we fight away, until I say stop! And be it remembered this permission—this proclamation of "ture whawhal" is, according to this document, to take effect from the 25th January, nearly a month before the survey was attempted. I don't know when it was published at Taranaki—but as there is nothing in the trans-

Colonial Treasury,
Auckland, May 18th, 1857.

Sir,—I have the honour, by the direction of the Colonial Treasurer, to acknowledge the receipt of your communication to the Governor, dated the 14th instant, which has been laid before his Excellency.

I have the honour to be, Sir,

Your most obedient humble Servant,
W. GIRDORNE,
Under Secretary.

Mr. William White,
Auckland.

Auckland, May 21, 1857.

Sir,—Your acknowledgment of the receipt of my communication, dated the 14th instant, was received by me on the 19th instant, bearing date on the 18th instant.

Your Excellency will confer an additional obligation on her Majesty's loyal subjects—the Ngatiwhatua tribes generally, and the Uriohau in particular, as well as on myself—by acknowledging the receipt of other communications of mine, addressed to D. McLean, Esq., &c., &c.—which, I suppose, as a matter of course, must have been laid before your Excellency—bearing dates as follows, viz: October 20, 1856; October 25, 1856; May 8, 1857; and May 11, 1857.

The deputation from the Uriohau, who have been here nearly three weeks, and who will return to Kaipara immediately, regard with increasing dissatisfaction your Excellency's no attention to their communication dated the 8th of this month; and although they have been advised by others, as well as myself, to make another communication, or seek an interview with your Excellency—both of which they decline, unless they may choose their own interpreter—it devolves on me, by their request, to communicate again with your Excellency in their behalf.

And, firstly, it appears that some doubt has been thrown on the question respecting the £650 which was recently advanced to Tirarau by the General Government. In consequence of which it is thought right to ask for information on the subject from your Excellency direct. To the following question, therefore, your Excellency's explicit reply is respectfully requested: Was the £650 in question paid to Tirarau on account of Tangihua and a block of land on the north-west side of the Wairoa, or was it not?

A negative to this enquiry will put off the evil day for a short period. But nothing will meet the case effectually but the admission of the Aboriginal inhabitants of this Country to the rights, as well as the responsibilities, of British subjects; and seeing that they are refused the former, I am authorized to enquire of your Excellency, whether or not it is the intention of your Excellency the Governor to hold them to the latter?

I am, &c ,

W. WHITE.

To his Excellency Governor
Thos. Gore Browne.

Auckland, 14th May, 1857.

Sir,—I have the honour to enclose for your Excellency's perusal, true copies of two letters addressed to me by the aboriginal Chiefs whose names are affixed. They have also handed to me a letter addressed to your Excellency direct, that I might take a fair copy previous to its being sent, which I have done.

The reason for this precaution is based on a strong impression, which the Natives have long entertained, to the effect that many of their communications which ought to be placed before your Excellency, are suppressed, and that various information which you ought to possess, is withheld by the Land Purchase Department, and that, in consequence, your Excellency is unavoidably incapable of forming a correct judgment on the subject to which those letters refer. It will also be clear to your Excellency, by referring to the letter addressed to yourself, as well as to those addressed by the Natives to me, that I am bound to consider myself as placed not only in a very responsible, but also in a most delicate and peculiar position.

It will, I think, be equally apparent that necessity is laid upon me to put myself in correspondence with your Excellency's Government on a subject regarding which the most fearful apprehensions are entertained by those who know the facts of the case, viz., the present attitude of the contending parties: Tirarau and Parore and Paikia, the head of the Uriokau branch of the Ngatiwhatua tribes, comprehending the whole of the Natives from the south head of Hokianga to Manukau on the western coast, and Pokiri to the Thames on the eastern coast; and I am especially charged with the important duty of conveying to your Excellency information on the following subject:—

Firstly, That the Ngatiwhatua tribes generally view with the most serious alarm and regret the extraordinary proceedings of the Land Purchase Department, and point with especial emphasis and significance to Mr. Commissioner McLean's late visit to Kaipara, as the climax of a series of transactions which has hastened matters to the very brink of a crisis, which they, the Ngatiwhatua, have most anxiously laboured to avoid.

Secondly, That having in October of last year, offered to refer the whole matter in dispute to the arbitration of any number of Native chiefs and the same number of respectable Europeans, mutually chosen—which proposition by the advice of Mr. Johnson was rejected by Tirarau and Parore,—that they next applied, through Mr. Merriman, to the Chief Justice, for permission to bring their case into the Supreme Court for adjudication; the reply to which application was "that

adjudication; the reply to which application was "that this cannot be conceded, unless both parties consent to it."

Thirdly, That having lost all confidence in the Government, and exhausted all constitutional and legal means in order to avoid hostilities, and seeing that they are expected to render obedience to British rule, whilst, at the same time, they are excluded from its protection, they wish most explicitly and clearly to convey to your Excellency their determination to take their own course, unless some expedient can be devised in order to avert the calamity which now threatens them; and

Fourthly, That this is the last appeal they intend to make to your Excellency on the subject. Notwithstanding this, I am not without some hope that something may yet be done to prevent the threatened evil; but it must be *prompt* and *decisive*, as the deputation from the Uriokau, now in Auckland, will return to Kaipara in a few days with me; and I beg to assure your Excellency, that on the nature of the information which we may have to communicate, will depend the course which will forthwith be adopted by Paikia, and his numerous allies and adherents. I beg also to state, for your Excellency's serious attention, that Parore and Tirarau are regarded by the aboriginal Chiefs universally as usurpers. This is also the case with all Europeans who possess the means of forming a correct judgment of the case.

I would also mention that the numerous acts of Government—some of which I have not alluded to—but especially some of the most recent, have engendered and confirmed in the minds of the injured party a settled conviction that the Government has arranged itself on the side of the aggressors, and will therefore stand by them in the coming struggle, which event the Government has, in their judgment, abetted and promoted; and on this ground I am urged and expected to obtain from your Excellency an explicit declaration on this subject.

In conclusion, I may mention that there is an impression in certain quarters—whether correct or otherwise I am not prepared to say—that a party might be found, who, if armed with your Excellency's approval, might probably succeed in effecting an amicable adjustment of the quarrel at Kaipara.

I am,

Your Excellency's most humble Servant,

WILLIAM WHITE.

To his Excellency

Governor Thomas Gore Browne.

P S.—Since the preceding was written, intelligence has reached me, from Kaipara, to the effect that several acts of aggression have been committed by Parore and Tirarau, which are viewed by Paikia and his friends as intended to provoke to immediate hostilities, respecting which your Excellency will doubtless be informed through the regularly authorized channel; I shall not therefore trouble your Excellency with the particulars.

W. W.

to question the sellers closely on this point, whether they knew of the existence of any native whose consent would be necessary to secure my quiet possession. I thanked him for the hint, and determined to follow his advice. On the appointed day the sellers arrived to conclude the bargain; the payment was ready, and they were anxious to sign the deed. I put the question. At first there was a dead silence; then, with many shrugs of the shoulder, the evasive answer, How can we tell? I was now satisfied that I was on the right scent; and, gathering up the payment, I made a shew of terminating the negotiation. It then came out that the consent of a woman living at Kaihu, a relative of Tirarau, was necessary. I therefore postponed the conclusion of the bargain, intending to visit this woman—the wife of a respectable chief, Paore—to ascertain her mind. On arriving at her residence, I found to my astonishment that she knew all about the transaction. She said, “I am glad you came to me; I shall give my consent; but if you had bought that land without asking my permission, I should have turned you off.” I asked what portion of the payment I was to reserve for her. She replied, “I do not claim any portion of the payment, but if you please you can make me a present.” The purchase was subsequently effected, and I never afterwards heard of a single objection to my title. That piece of land is now in the possession of Mr. Atkyns, and is the principal commercial station on the Wairoa. The hon. member (Mr. R.) seems to forget that in pooh-poohing this mana—or whatever you like to call it—the actual right of chiefs or individuals in some cases to exercise a veto, he is arraying himself not only against a

principle, which, however ill-defined and uncertain, does nevertheless obtain, but also against the policy of former Governments, which, in many instances, have recognised and acted on the admission of this principle. No wonder that W. King, who probably had heard something of this, should enquire the meaning of this "new policy;" and the hon. member may be assured of this, that if it is the avowed intention of the Government hereafter to ignore and altogether repudiate this principle, they will gradually find every chief in the Island taking alarm, and combining against the introduction of this "new policy." But I fear I have trespassed too long on the patience of the House. (Cries of No, no; go on.) I will endeavour to compress what I have yet to say into a very brief space. I will not advert to the conduct of the war; this phase of the subject may hereafter come under consideration. But I fear we must accept the position of aggressors. Let me illustrate my meaning. By reference to the printed documents hon. members will find that up to January 25, his Excellency appears to have acted on his own responsibility. On that date he had recourse to the advice of his Ministers. An Executive Council was held, at which a course of action was agreed upon and defined. The survey was to be commenced, and, if obstructed, recourse was to be had to force—and amongst other preparatory official documents, a proclamation of martial law, dated same day, was forwarded to Taranaki, to be used in case of necessity. The survey was not at-

attempted. I don't know when it was published at Taranaki—but as there is nothing in the translation about the date of publication, the Natives might reasonably conclude that the permission to fight was given as early as January. I know not who translated this proclamation, nor do I care to know. I have no right to suppose that an important state paper like this was thrown into the kennel for any one to pick up and translate, and therefore I hold the Government accountable for this outrageous announcement, which in point of fact amounts to a declaration of war on the 25th January. In passing I would seriously suggest to hon. gentlemen representing the Government, the propriety of establishing some competent tribunal before whom candidates for employment as mediums of communication between Government and the Natives should be tested as to their qualifications for discharging the important duties with which at times they may be entrusted. Sir, I have only to recapitulate what I stated at the outset, that however much we may deplore the fact of this unhappy war, it is now our duty, as loyal subjects, to uphold the authority of the Crown. We cannot extend our forbearance until submission is offered. Nevertheless, I should not have discharged my conscience if I had not declared my opinion, and shown, as I think, I have satisfactorily done, that it would have been well if his Excellency's responsible advisers had not been so hasty—if greater caution and consideration had been exercised before adopting a course which they knew would inevitably involve us in war. (Prolonged Applause).

1860: FORSAITH, PARORE HIS WIFE AND TE TIRARAU

GENERAL ASSEMBLY OF NEW ZEALAND
HAWKE'S BAY HERALD, VOLUME 3,
ISSUE 153, 25 AUGUST 1860

Mr. Forsaith: I cannot state the precise date, but it was not very long ago; I think I may safely affirm within the last twelve months. We have heard a good deal about "mana" — what it means and how it is to be defined. Sir, it is difficult to say what it is, or to define its precise signification. But those who have been long in the country know well that cases have often occurred in which the consent of an individual native or chief was absolutely necessary to confer a valid title, and secure undisturbed possession, even although he made no claim as an actual proprietor to share in the payment. I will give an instance in point, which came under my own observation. In 1839 I was desirous of purchasing a piece of land on the Wairoa river, in the Kaipara district. This district, which is very extensive, was formerly possessed by the Ngatiwhatua tribe. In course of time some branches of Ngapuhi got possession of the upper parts, and the Ngatiwhatuas were divided; part of them settling down in the neighbourhood, where they still abide. The majority, however, remained at Kaipara, intermixed with Ngapuhi, their former foes, with whom they lived in strictest amity and concord, until recently, through the operations of a Land Commissioner, one of the *namus*, they were brought to the very verge of a collision. After careful inquiry, I ascertained that I must purchase this land of Tirarau and Paikea. Preliminaries were all settled and price arranged, when, opportunely, I had a visit from a friend who had been longer in the country than myself. Hearing of my intended purchase, he advised me, before parting with the payment, to question the sellers closely on this point, whe-

in case of necessity. The survey was not attempted until 20th February. Up to this time no overt act of hostility had been committed by the natives; and even then it was, principally, I believe by old women, that the surveys were obstructed. These old women who pulled up the pegs, were very likely merely put forward as tools by those who were behind ready to interfere if it came to blows. But if we had been great sticklers for formality in our procedure, this interference with the survey was rather a case for the Resident Magistrate's Court than for proclaiming Martial Law. It is not, however, upon the fact of proclaiming Martial Law that I lay much stress, but upon the nature of the proclamation. Hon. members will be astounded when they hear what was proclaimed to the natives in their own language, under the sanction of the Governor. I hold in my hand a copy of the proclamation in Maori as published in the local papers. We are generally acquainted with the English form, and therefore I need not refer to it: but listen to this. I will first give a literal rendering and afterwards the full import of this document.

"A Proclamation: By the Governor, Col. Thomas Gore Browne, Principal Chief, &c., &c., by the Governor of this Colony of New Zealand is this Proclamation. Whereas the Natives of the Queen are just about to begin their work against the Natives of Taranaki who are disobedient and fighting against the Queen's authority. Therefore I, the Governor, do proclaim and publish abroad this word. The law of fighting is now to appear at

1871: KAIHU NO 1

In February 1871, a claim for a 43,700 acre block of land in the Kaihu valley known as Kaihu No 1, was brought into the Kaipara court by Parore Te Awha, and contested by Tiopira Kinaki. There was no doubt in the mind of the court that the land belonged to the descendants of Toa, and a certificate of title was awarded to Tiopira Kinaki, Te Rore Taoho, Parore Te Awha and seven others, and a list of 66 names registered under the Native Lands Act 1867.

In 1873 the Opanake block of 14,457 acres was investigated and Te Rore Taoho and Parore Te Awha were named as owners to represent the Hapu. They then leased timber rights to a sash and door company for 2000 pounds for a period of 50 years.

Tiopira also contested Parore's claim to the Waimata block, which the court awarded to Parore in 1875.

1874 – 1876: MAUNGANUI AND WAIPOUA BLOCKS

The survey of the Waipoua and Maunganui blocks was hampered by the considerable conflict between chiefs Parore Te Awha of Ngapuhi and Tiopira Kinaki of Te Roroa over boundaries in the vicinity of Maunganui Bluff at Waikara. The Crown stopped the survey at Maunganui in early March 1875 before it was completed in order to avoid conflict between the surveyors and the claimants to Maunganui Bluff:

In early May 1875, a Crown surveyor returned to the area and surveyed the proposed reserves at Manuwhetai and Whangaiariki. The plan was sent to the Provincial Surveyor. However, that plan was not forwarded to the Inspector of Surveys for approval and was filed without a reference number that related to the Maunganui block.

The map subsequently used in the Native Land Court title determination of the Waipoua and Maunganui blocks was compiled in the Auckland office of the Inspector of Surveys from adjoining surveys. This compiled survey showed the external boundaries of the Maunganui and Waipoua blocks and was considered sufficient to determine title. It did not indicate that any land was to be reserved in the Maunganui block:

The boundaries of the Waipoua No 2 block that Te Roroa intended to retain as papakainga were drawn on the plan of the Waipoua block used in the determination of title. A small reserve at Koutu had already been reserved in a separate title determination in 1871:

Tension between Tiopira Kinaki and Parore Te Awha over rights and boundaries in the vicinity of Maunganui Bluff resurfaced at the title determination hearing. An attempt to get the groups to reach agreement outside the Court on the Waipoua and Maunganui block boundaries failed.

The Court's initial award led to disorder. The Assessor did not support the decision and the Court adjourned to see if the groups could reach a more satisfactory arrangement. An agreement was reached where both chiefs were to be named on the titles of the Waipoua and Maunganui blocks. This agreement formed the basis of the final decision:

(The group associated with Tiopira Kinaki was awarded the 12, 200 acre reserve, Waipoua No 2. Parore Te Awha was also to pay Tiopira Kinaki £100, which was understood to be in recognition of the rights of Tiopira Kinaki in the Waimata block:

Tiopira Kinaki agreed to sell his interests in the Waipoua and Maunganui lands to the Crown in early February 1876. The Crown did not know at that stage whether Parore Te Awha would sell his interests in the blocks. Negotiations with Parore Te Awha took several days. Parore Te Awha negotiated the exclusion of 250 acres of land beside Lake Taharoa in the Maunganui block and payment of a further £500 as conditions of sale of the blocks:

Note: The map used in the Crown's purchase of the Maunganui block did not show that the owners wanted to retain any land other than the land around Lake Taharoa. There is no direct evidence as to why the reserves of Manuwhetai and Whangaiariki south of the Maunganui Bluff should have been included in the map.

The survey of the Maunganui block was subsequently the source of disagreement between sellers and purchasers as to what had been intended to be reserved and sold: Tiopira Kinaki was aggrieved by the concessions made to Parore Te Awha in the sale negotiations and protested to the Crown. Auckland Provincial Superintendent, Sir George Grey, ordered an inquiry into the claim. The short inquiry did not uphold his claims and found that Tiopira Kinaki **"had received his due payment"**:

These early contests between Parore Te Awha and Tiopira and/or Te Rore Taoho in the Native Land Court were a continuation of traditional rivalries between Ngapuhi and Te Roroa. They were fought to establish mana and to share in a valuable source of new wealth. Although only ten or fewer people were named on the titles, from a Te Roroa perspective they were representatives of the Hapu, not absolute owners. As yet Te Roroa did not fully appreciate that the ten owner system would disinherit all those whose names were not included. Before extensive areas of Maori land was sold to the Crown, lingering European concern for Maori interests had produced some amendments to the native land legislation. The Native Lands Frauds Prevention Act 1870 made provision for trust commissioners, authorised to disallow any Maori land transactions contrary to equity or in contravention of any trusts, or if liquor or arms formed any part of the consideration.

The Native Land Act 1873 required the names of every single person found to have rights in a block of land to be named on memorials of ownership. If the majority requested it, their proportionate shares were to be determined. This enabled the court to partition the interests of owners. As we shall see in the cases of Waipoua No 2 and Taharoa, this was a major step along the road to individualisation of title and the destruction of tribal organisation, which led to piecemeal purchasing of individual interests and facilitated Crown purchasing of native reserves.

To bring some order into the prevailing system of amateurish and uncoordinated surveys, the office of inspectorate of surveys had been established in 1867. Under the Native Land Act 1873 surveys became the responsibility of government surveyors acting under the Native Department and had to be officially authorised and approved. The liability for survey charges was against the land to be secured. If those named on memorials of ownership were unable to pay cash, payments would be deducted from the proceeds of sale.

The 1873 Act further provided for district officers to be appointed, to make preliminary inquiries into the good faith of claimants and arrangements for setting apart inalienable reserves, at a ratio of no less than 50 acres each, for every man, woman and child. They were also to compile genealogies and maps of tribal boundaries.

1897: TE ROROA CLAIM OPANAKI

AUCKLAND STAR, VOLUME XXVIII,
ISSUE 20, 4 FEBRUARY 1897

JUDGE MAIR delivered judgment yesterday at the Native Land Court in respect of the Opanake No. 1 block in the Northern Wairoa, on an application by four hapus of natives to be admitted into the ownership of the block. The land is a valuable block of about 6,000 acres, with considerable kauri timber and gum on the property. Te Kore Taoho, the chief of Te Roroa hapu, who lives on the block, opposed the admission of any but his own hapu to the ownership of the Opanake. Claims were sent up by Ngakuru Pene, of the Hokoheha hapu of Te Karawa tribe, by gift, ancestry and occupation, and also by four other hapus, viz., Te Taou, Ngati-whatua, Te Uriobau and Te Ranga. Te Kore admitted only the claim of his own people, Te Roroa, he being the sole registered owner. The case of the four allied hapus was conducted by Remana Nutana, and the ancestor from whom they claimed was Tumutumuhenua, the ancestor of Toa, from whom Te Kore Taoho was descended. Evidence was given as to occupation, and it was stated that the four hapus were the constant allies of Te Kore's father, Taoho, who was a famous warrior in the old intertribal fights, and that their rights were recognised in the hearing of the Maunganui and Kaihu No. 1 blocks near Opanake, and also at the original hearing of this block at Helensville. Te Kore denied the alleged occupation of Ngakuru Pene and his party, and further asserted that Waibekeao and Maukoro, the ancestors through whom Ngakuru claimed his descent from Toa, were fictitious names invented for the occasion.

The Court decided at the following con-

clusions:— "That Toa is the proper ancestor for this block; that in time of trouble his descendant Taoho sought the aid of Te Taou and allied hapu, but the latter never lived permanently at Opanake. That after the time of Taoho there was a considerable interval with no permanent occupation by any of the parties now represented, until Te Kore, who had been living for some time at Hokianga, settled permanently at Opanake, and exercised such paramount influence as to entitle him to be considered the principal—but not the sole owner of the block. We are of opinion that the Hokoheha have no ancestral rights, neither are they entitled by occupation. The decision of the Court is that by reason of their position as allies of Te Kore's ancestors, and the rights already recognised at the adjudication of the adjoining lands, the four hapus, viz., Te Taou, Te Uriobau, Te Ranga and Ngatiwhatua are entitled to one-sixth of the block, which, if allocated, may be at the southern end of the block. The balance of the block belongs to Te Kore Taoho and his hapu, Te Roroa, including Hapakuku Moetara and the other persons represented in his case. Certain portions which have been alienated by Te Kore are not affected by this decision, and the order will be subject to a lease of the timber rights made to the Union Sash and Door Company, and now held by the Kauri Timber Company, and also to a lease of the rights to dig and remove kauri gum made to Messrs Mitchelson and Dinnin. The parties interested are now called upon to submit their lists of names for the Court's order with the least possible delay."

6

KAIHU VALLEY BLOCKS: NO 1 AND OTHERS

WAITI AND MAKOARE ARE PART OWNERS...
POUTO NO 2 OR RIPIRO BLOCK
51,500 ACRES

PAGE 8 ADVERTISEMENTS COLUMN 4
NEW ZEALAND HERALD, VOLUME XXXII, ISSUE 9815, 9 MAY 1895, PAGE 8



**A PPLICATION TO THE VALIDA-
TION COURT UNDER THE NATIVE
LAND (VALIDATION OF TITLES) ACT, 1893.**

**IN THE VALIDATION COURT HOLDEN AT
AUCKLAND.**

**In the matter of the Native Land (Validation of
Titles) Act, 1893, and in the matter of a
Block of Land situated in the district of
Kaipara, in the Provincial District of Auck-
land, and known by the name of POUTO
Number Two, or RIPIRO.**

**A. EDWARD KLINGENDER, of Melbourne, in
the Colony of Victoria, Solicitor, is the Applicant.**

**B. The Applicant desires to have himself found
entitled to relief in respect of the said Pouto Number
Two, or Ripiro, Block, and desires to appear before
the Validation Court, at Auckland, on Monday, the
13th day of May, 1895, at the hour of ten o'clock in
the forenoon, or at the first sitting of the Court
thereafter.**

C. The nature of the transaction proposed for validation is as follows :—

Deed of conveyance bearing date the 11th day of October, 1878, and made between Pairama Ngutahi, Hone Waiti, Arama Karakai Haututu, Netana Kariara, Tipira Kinaki, Mitaka Makoara, Te Hemara Tauhia, Paora Tubaro, Hemana Whiti, Reihana Kena, Henare Rawhiti, Paraone Ngaweke, Manihira Makoara, Piripi Ihimaera, Hemi Parata, Eramiha Paika, Kera Kerepe, and Kretara te Tarehu, of the one part, and the Applicant of the other part. The consideration agreed upon between the said parties was the sum of £1000.

D. The land which was intended to be alienated was that portion of the said Block commonly known at the time of such alienation as Ponto Number 2A. The area of the Ponto Number 2, or Ripiro, Block was 50649 acres, and the area of the portion known as Ponto Number 2A, and intended to be alienated by the aforesaid deed of conveyance, was 220 acres. The title thereto of the Maori alienors at the time of the said alienation was Memorial of Ownership under the Native Land Act, 1873, bearing date the 5th day of July, 1878.

E. The estate, or interest, which the Applicant seeks to obtain in the said land by the aid of the Court is an estate of freehold of the said 2200 acres.

F. The manner in which the Applicant came to be invested with the title he now holds to the said land is as follows :—

The Deed of Conveyance above specified.

G. The address for service of the Applicant in the Town of Auckland, where notices and other documents may be served upon him by leaving the same at such place for him, is at the office of Edmund Thomas Dufaur, solicitor, situated in Queen street, Auckland.

Auckland.

II. The Applicant desires the estates and interests of the Native persons mentioned in paragraph C of this application, and all persons claiming through them, to be bound by the decree of the Court, and for that purpose requires that copies of this application should be served on them. The names of the persons upon whom the Applicant requires that copies of this application should be served are :—

Paraone Pairama, Rakapa Pirama, Atareta Pairama, successors to Pairama Ngutahi, deceased; Matene Rutawaiti, Te Rina Waiti, Heta Waiti, Hohala Waiti, Rihipeti Waiti, Karaipu Waiti, Huihana Waiti, Waata Waiti, Ripeka Waiti, successors to Hone Waiti, deceased; Mihaka Makoaro, Heta Paika, Keepa te Awe, Tahena Karua, Tipene Makoaro, Wi Aperahama, Henaro Wharara Toka, Matene Waiti, successors to Arama Karaka Haututu, deceased; Hori Manukau, Heretini Manukau, Mereri Manukau, Te Taana Manukau, Patitiri Manukau, successors to Netana Kariera or Netana Ngakara, deceased; Hewira Tiapira, Hiria Paraone, Aramaera Himiona, Iha Kereama, Pipi Cummin, successors to Tiopira Kinaki, deceased; Mihaka Makoaro; Te Hemara te Huia, who is the nearest known relative of Te Hemara Tanhia, deceased; Meri Paora Tubaere, successor to Paora Tubaere, deceased; George Brown, of Auckland, interpreter, and Harata Tubaere, of Orakei, as trustees for the said Meri Paora Tubaere; Paraone Hemana, Paratene Hemana, Wikiriwhi Hemana, Tatana

Hemana, Wikiriwhi Hemana, Tatana Hemana, Kataraina Hemana, successors to Hemana Whiti, deceased; Reihana Kena, Henare Rawhiti, Paraone Ngaweke, Mihaka Makoore, Mereana Hirini, Tabana Karena, Turuhira Kena, Maraea Kena, successors to Manihera Makoore, deceased; Piripi Ihimara, Hemi Parata, Kramiha Paika, Kira Kerepe, Matiu Tuturus, Riwa Hikuwai, Heta Paika, successors to Kretara to Tarehu; Rakapa Pairama, Paraone Pairama, Wiremu Tipene Moetara, Ngahiraka Moetara, Mihi Papahia, Amiria Paika, Wiremu Parata, Kerenapu, successors to Atereta Pairama, deceased; the Reverend William Gittos, of Ponsonby, Auckland, Wesleyan Minister, as trustee for certain successors of Hone Waiti, deceased.

The said Te Hemara Te Huia resides at Puhoi, near Auckland. The said Meri Paora Tuhaere resides at Orakei, near Auckland. All the other Native persons above-mentioned are resident in the Kaipara district. The Applicant desires that all other persons who may claim to be interested in the validation applied for shall be treated as parties to these proceedings, but the Applicant is unable to specify any names of persons other than those set forth herein.

Dated at Auckland this 29th day of March, 1906.

EDWARD KLINGENDER,

By his Solicitor and Agent,

E. T. DUFAUR,

To the Registrar of the Validation Court, Auckland.

CO-OWNERS WITH PARORE AND OTHERS IN BLOCKS KAIHU No 1-3-4...

Kiweti Tamahilli 8000
Wiriwiri Te Whenua (or Kiweti) 8000
that Pouaka Parore and Kawe Rua would therefore
be entitled to 844 Acres and Maati Kewharewha
Kiweti Tamahilli and Wiriwiri Te Whenua to 1048 acres

It was arranged that a strip of land near the centre of
the Block extending from the Kaihu River to the Coast
should be allotted to the minors Pouaka Parore and
Kawe Rua to have 844 Acres on the North side of the
said strip and the Successors of Maati Kewharewha
Kiweti Tamahilli and Wiriwiri Te Whenua to have
1048 Acres on the South side -

Sub-divisions Ordered - Subdivisions to be called
Kaihu No. 1. Kaihu No. 3 and Kaihu No. 4
Dividing lines to run as marked in pencil on the
maps

Ordered

Ordered that a Memorial of the Ownership of
✓ Parore Te Awha
✓ Pōpōia Kiriaki
✓ Te Rore Taohu
✓ Te Tūwānau Kūkupa
✓ Keta Paikēa
✓ Eramiha Paikēa
✓ Hākarāia Te Manu
✓ Taurau Kūkupa
✓ Pāwāna Ngutahi
✓ Tūohu Moctara
✓ Hemara Tauramāniri
✓ Te Pūhi Kiri Parore
✓ Tamati Whakātara

✓ Tamati Whakalana
✓ Paratene Tokaakuku
✓ Ani Patene
✓ Hariata Heretini
✓ Maraea Te Aoia
✓ Te Hakuene Parore
✓ Taha Te Puhikiki
✓ Hokepa Hona
✓ Te Waitai
✓ Te Mohiti
✓ Mohi Ruru
✓ Henere Parohi
✓ Tarawau
✓ Weneta Pou
✓ Maraea Pirika Ngai
✓ Te Keene Te Uene
✓ Hemana Whiti
✓ Arama Karaka Haututu
✓ Henere Murnpaenga
✓ Paora Tuhaere
✓ Parone Ngaweko

- ✓ Kaimiona Pirika Ngai
- ✓ Mailii Puhii Te Ura
- ✓ Tana Waitahake
- ✓ Tai Kiamana
- ✓ Kaha Taike
- ✓ Hone Waiti
- ✓ Te Wharepouri
- ✓ Tautari
- ✓ Nopera Te Waitahake
- ✓ Waka Tuaea
- ✓ Otene Kikokiko
- ✓ Maata Tirakoroheme
- ✓ Weteri Nui
- ✓ Re Te Tai
- ✓ Ereatara Te Tarehu
- ✓ Tarati Whakaatu
- ✓ Te Kookoa
- ✓ Rauhi Kataraina
- ✓ Wiriuru Tana Te Tai
- ✓ Tawhio Muriwhenu

- ✓ Ani Tatarahau Boyce
✓ Karauria Koutahi
✓ Hori Kiwhi
✓ Wi Marua
✓ Hone Kiwhi
✓ Pene Tikiini +
✓ Wronus Tauwi
✓ Hirini Pihikete
✓ Hohaia Marae +
✓ Patoropa Huihauwaka

of a piece of land called Kaiku No 1 containing
acres be inscribed on a separate folium

63
of the Court Rolls
Memorial
Fee charged £1.0.0.

321

At a sitting of the Native Land Court
- held at Nelsonville -

Tuesday the 13th August 1898

Present

J. Rogan Esquire Judge
Rihia Te Kani Assessor.

Notices Read -
~~Whanau~~

Pukhura (Succession claim)

(4302) Okahuruwa 9562 acres

Orama Karaka Crown

I am a chief of Whihau and live
at Otamatea - I claim this land
I ordered the survey - I pointed out the
boundaries to the surveyor - the adjoining
lines had been conveyed previously -
There is no dispute about the boundaries
Some of the adjoining lands are the property
of the Crown - There is no native settlement
on this particular piece - This land is
my property - other people claim with
me - We claim from Ancestors from
Takawhaka

I live on this and the adjoining land
He was a Ngaitahu - We live at Otamatea
and now living on the Otamatea -

We wish ^{to have} the ~~money~~ ^{loaves} for division
and that the land should go to Colburn
We have all agreed on these three
points viz that Arama Karaka to have
the Little - The

Hone Waiti sworn

I belong to Whiroa of Ngaitahu hapu
I live at Otamatea - The statements
made by Arama Karaka and Puirama
is correct -

Mihaka Makore sworn

I belong to Whiroa of Ngaitahu hapu
I have a claim on this land - I have
heard Puirama's statement - I agree
to

Following are digital copies of relevant documents from the National Archives. One might need a magnifying glass to read some, but most are very clear. Further on these documents will give the reader an indication as to how land was divided through the Native Land Courts after the Native Land Act of 1873. Unfortunately, as we all know, controversial at times...

The following two relate to the land at Kiri o Tupato...

Land from my Grandfather - Isima heard
of Paratene's people having lived on this land
21/5/75 122

Friday May 21st 1875 -

Present - The same
Court sat - Court adjourned
until to morrow (Saturday)

Saturday May 22nd 1875 -

Present - The same

Kiri o - Tupato continued

from Pirika Ngai requesting
that Honi Waiti & Maraea be allowed
to appear as his representatives - Granted
Honi Waiti (awara) Pirika Ngai is right in his
claim and Urishan agree to his name
being put in the Memorial. Paratene
La Kaahuahu was not admitted in the
other piece and should not be admitted
in this -

Paratene La Kaahuahu stated he had a claim
to this land & desired to be placed on the
Memorial.

Paratene Ngatake stated that he wished Pirika
Maraea Pirika Heta Paika & Paratene
Honi Waiti said I consent to this

No objections
Memorial Ordered in favor of Heta Paika
& Pirika Maraea & Paratene La Kaahuahu
Lo Ka a Ku Ku

The following five pages relate to land at Opanaki/Kaihu for Panapa, Rahui, Waiti and others...

KAIHU 1A 2D 1
KAIHU 1A 2D 2

- 25a. Or. 00p.
- 147 3 29

These two sections to be amalgamated and re-divided as follows:-

1.-- 53 acres 2 roods 16 perches cut off at south by line parallel to southern boundary to be called Kaihu 1A 2D 1, for:- Mika Haira m.a. solely, to be filled by interests from Kaihu 1A 2D 1 and 2 - (agreed by all parties that Mika's share in Kaihu 1A 2D 1 and 2 should fill this area - being the poorer end of Section).

2.-- Half of the remainder of the Block cut off by a line parallel to northern boundary of last section containing 59 acres 2 roods 26 perches for:-

Hone Panapa m.a. - In and to fill.
Ripeka Kapu f.a. - (wife) to fill.
Wi Patene & succe. - (grandchildren of above)

Hone Panapa to fill from Kaihu 1A 2D 2 and Arapohue.
Ripeka Kapu to fill from Waima and Hokianga.
Wi Patene to fill from Kaihu 1A 2D 2.

Wi Patene's interest in this section to be all that land west of the railway line with access along the northern boundary to and from the Main Road.

-3-

(Kaipara Consolidation Scheme)
Trial Locations

(Kaihu 1A 2D 1
(Kaihu 1A 2D 2 - contd)

("O" - Series)

3.-- Balance of Section containing 59 acres 2 rods
27 perches, for:-

Kataraina Panapa f.a. (wife) - In and to fill.
Puhipi Nepia m.a. (husband) - To fill.
Para Rahui - successors - In.
Pene Popata - successors.

Kataraina Panapa to fill from Kaihu 1A 2D 1 and 2.
Opanake 2G 5 and Arapehue.
Para Rahui - successors - to retain present interest.

Maraea Rimene to assist fill Opanake 2G 3 and 4.
Ripeka Arama out to Opanake 2K 2M.
Tonocora Enoka out to Opanake 1C North 2B.
Wiremu Peka out to Hokianga locations.
Inuinu Itiiti - successors - out to Hokianga locations.
Hetana Panapa out to Opanake 2G 3 and 4.
Tini and Nere Mihaka - successors - out to Opanake 1 -
3046 - 1G 2C.
Pura Hori - successors out to Opanake 2L (Uru's)

KAIHU 1A 2E 1

8a. 2r. 29p.

for:-

Kataraina Panapa f.a. - To fill.

Wiremu te Hau out to Ounuwahao.

Ngapeka te Hau - successors & out to Ounuwahao.

KAIHU 1A 2E 2

14a. 1r. 24p.

for:-

Ihaia Hetaraka Tua or

Ihaia Hita m.a. - In meantime.

Section at present occupied by Karipa Waiti m.a.
who owns adjoining section and desires to fill this one
by interest from Funakitere.

-4-

(Kaipara Consolidation Scheme)

Trial Locations

("O" Series)

KAIHU 1A 2E 3

28a. 3r. 25p.

Intact.

For:-

Heta Renata Tua	f.a. (In occupation
Tiki Hita Tua	m.a.
Keru Hita Tua	m.a. (In occupation
Mini Hita Tua	f.a.
Tuku Hita Tua	f.a.
Haera Hita Tua	m.a.
Tuparata Hita Tua	f.a.
Pene Hita Tua	m.a.
Hone Hita Tua	m.a.

KAIHU 1A 2F

50a. 3r. 17p.

Agreed to subdivide into two subdivisions.

- (a) One-third of Section at northern end cut off by a line parallel to road containing 17 acres 1 rood 09 perches to be called Kaihu 1A 2F 1, for:-

1.- Ngahina Pura	f.a.	1.3/4 shares
2.- Te Huia Pene Popata	f.a.	1/8
3.- Kataraina Tahere	m.a.	1/16
4.- Ngatihine Tahere	m.a.	1/16
		<hr/> 2 shares

The interests of 2, 3 and 4 to be located west of railway line.

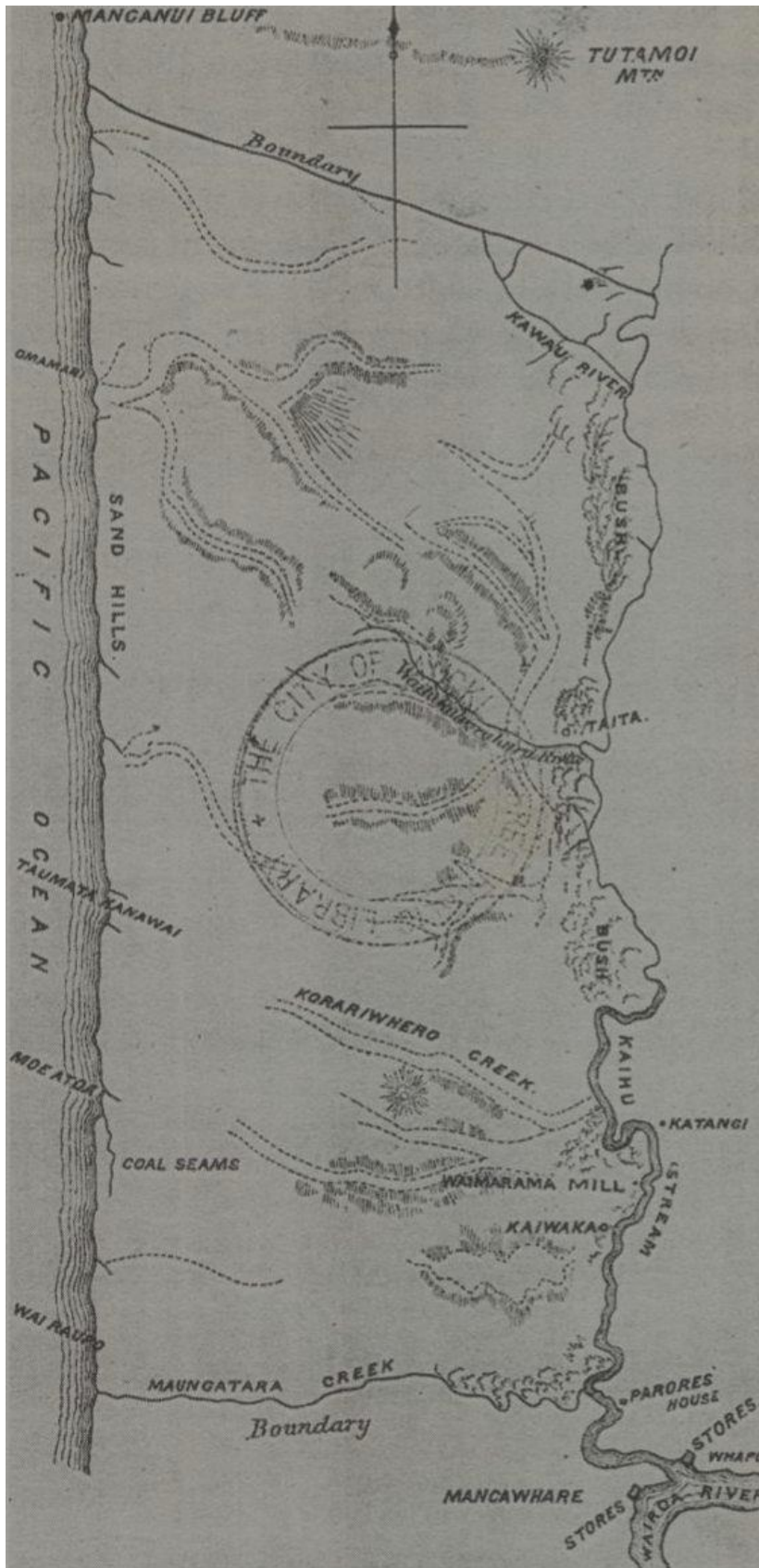
- (b) Balance of Section containing 34 acres 2 roods 18 perches to be called Kaihu 1A 2F 2, for:-

1.- Te Waiti Karipa	m.a.	2.1/2 shares
2.- Wiremu Poka	m.a.	1
3.- Makoare family		1/2
		<hr/> 4 shares

Te Waiti Karipa (or Karipa Waiti) - in and to fill.
Wiremu Poka out to Hokianga (or Waima).
Makoare family out to Pouto.
Waiti to fill from Punakitere.

The part of Kaihu 1A 2F 2 west of Railway to be given right-of-way along railway line through Kaihu 1A 2F1 to and from road.

1871: THE KAIHU FLAX COMPANY LTD LEASED KAIHU NO 1 OFF PARORE AND OTHERS...



LEFT: 1871: MAP OF KAIHU ESTATE:

In February 1871, a claim for a 43,700 acre block of land in the Kaihu valley known as Kaihu No 1, was brought in the Kaipara court by Parore Te Awha, and contested by Tiopira Kinaki.

There was no doubt in the mind of the court that the land belonged to the descendants of Toa, and a certificate of title was awarded to Tiopira Kinaki, Te Rore Taoho, Parore Te Awha and seven others, and a list of 66 names registered under the Native Lands Act 1867.

Note: From C .J. Earnest Tinne's journal of 1873 he gives some clues as to who owned the Kaihu Valley and from who, they being the Kaihu Flax Company, leased their land from as follows; He names Maria, a Maori Princess, Ngapuhi and the Uri o hau as the overall owners with ten landlords receiving each a portion of the lease money as follows...

Our land forms about a quarter of a very fertile block, called the Kaihu Valley, the whole of which (about two hundred thousand acres) the Provincial Government have been trying to buy for years, for the purpose of forming a special settlement. There is this difficulty, however, about the purchase. Land is not owned here by individuals, but by the whole tribe; and this particular piece belongs jointly to the Ngapuhis and the Uriohaus. Until they decide among themselves to arrange the boundaries, and also to "individualise" their titles, it is hard to know who is entitled to receive the payment. We have at present a body of ten landlords, all of whom receive a portion of the

rent, on behalf of their still more numerous clients, who established their claims to a share of it, as follows;--The lands' court gave notice, that it was agreed to lease a piece of land to us, and that, by a certain date, all claimants to the property must register their titles before they could receive a grant from the Crown as landlords.

All sorts of the most absurd reasons were advanced, according to the usual custom, by the representatives of these two tribes, as well as others from outlying districts, to establish their rights.

For instance, one man recollected landing, five years ago, to cook his food as he passed up the river; and the ashes of his fire, if they could be found, must be conclusive evidence of his occupancy. Another had eaten a piece of some celebrated warrior there, after a fight in the neighbourhood; and a title dating from the good old days of cannibalism was surely indefeasible. A third had hunted wild pigs; a fourth had thrown some peach-stones ashore, which must have become trees by this time, and you could hardly deny him his tenant-right or compensation, for had he not improved the value of the land by this scientific fruit-culture, extending over the laborious term of five seconds?

Such were some of the stories which judicial patience had to sift before we received a legal document, stating exactly to whom we were indebted for the amount of our annual rent.

When the deed was signed, Tirarau, a great potentate from the North Wairoa, made a congratulatory address to the other natives, stating that, as they had been brought into one enclosure (the lease), he hoped the close quarters would conduce to the settlement of all outstanding feuds. My brother had gone up to witness the signatures; and he told me that at the conclusion of this speech the whole

[Image of page 72]

audience suddenly retired to their huts, and reappeared again in a costume that would not pass muster in Regent Street. They had taken off every stitch of clothing, with the exception of a girdle round the waist; one exquisite had wrapped the Union Jack round his middle; and all had clubbed-muskets in their hands. He felt somewhat nervous as they rushed towards him with a kind of hoarse shout; but they stopped short within a few yards, and began a real war-dance in honour of the occasion, keeping the most mechanical and exact time in their movements. You may talk of animated clock-work or Marionettes; but here, the rolling eyes, protruded tongues, and panting gasp at intervals, gave a hideous expression to the performers, which would frighten a child out

of his wits; whilst the peculiar agility displayed throughout the entertainment reminded one strongly of the song about "a yaller-girl a-kicking up behind and before."

I don't think this dispute about the ownership of the Kaihu Valley will ever do us any harm; the natives may fight each other, but would hardly be so stupid as to drive us away and lose their source of income. The dispute I myself heard when up at Taita was more especially about the question of "burnt flax." They had specified in the lease that, for every hundred acres of Phormium destroyed by gum-diggers when clearing the ground, we should be excused £100 per annum of the rent. When we held back this amount at the quarter-day, the Uriohaus turned sulky, and said that, as all the burning had taken place in a swamp of Parore's, it was only fair that his tribe, the Ngapuhis, should suffer the loss, whilst they received their full share of the rent. I don't know how they settled it; but we paid in the full amount owing to their duly-appointed agent at Mangawhare, and left him to divide it as best he could.

We have seen a good deal of Maori customs lately, and I suppose that, as we have come to reside in the neigh-

[Image of page 66]

bourhood, they look upon us as members of the "hapu," or family connection, and pay us ceremonious calls, much as you would to new arrivals in England. The first visit we had was from Maria, a "chiefess," who owns most of the estate on which we live. She is a pleasant, dignified woman, about thirty, and the most industrious native I have seen. Whether in a canoe or on horseback, or while chatting to us, she has perpetually got a piece of knitting or needlework in hand. She took a very intelligent interest in our mills, and put a leaf of Phormium through the dressing-machine with her own hands. Of course it did not come out as white or silky as what she herself could have prepared

with the pipi-shell; but the rapidity of our process amazed her, and also the fact that we utilised the whole leaf; whereas in hand-dressing nearly two-thirds of the fibre are left in and wasted. When the inspection was concluded, she sent us a present of a basket of tairoas, a large white shell-fish from the coast, which is considered a delicacy by those who can't get oysters. The natives find them by digging in the sand wherever they see a breathing-hole; and when roasted, or, better still, made into soup, they are not unlike the clams of New England.

Parore's son rowed up to lunch a few days after Maria had been here, and amused us a good deal by his attempts to handle a knife and fork, which he had never seen before. He held them with his fist clenched, which gave him more strength than delicacy of manipulation; and, as he refused advice, and would not use his fingers, it took him some time to finish his food.

ABOUT 1878: KAIHU No1 WAS PURCHASED BY THE NEW ZEALAND FIBRE COMPANY WHO NOW OWNED ALL OF THE MACHINERY AT THE KAITANGA FLAX WORKS AS FOLLOWS;

AUCKLAND STAR, VOLUME IX,
ISSUE 2440, 17 JANUARY 1878

The Kaihu Fibre Company having recently secured the freehold of their property at Kaitanga, Kaipara, and being about to extend their operations, a much larger population may shortly be expected at the settlement. We understand that it is the intention of the company to erect mills very shortly for the manufacture of paper in addition to their present works. This means a large amount of labour being employed. There are several unoccupied houses at Kaitanga at present, and surely one might be utilised as a school for the nonce, so that the education of the young may be proceeded with, without further delay.—“Northern Advocate.”

On a recent “pay day” at Dargaville township, between £1,100 and £1,290 were paid away amongst 150 men by Messrs. Dargaville and Co. for wages. The money was handed over in clean, crisp, delicious-looking one pound notes, which soon began to flutter like rose leaves over the village, gladdening the hearts of all they came in contact with.—“Northern Advocate.”

WANGANUI CHRONICLE, VOLUME XXIII,
ISSUE 9471, 6 AUGUST 1881

The Government are opening up by survey 50,000 acres of fine land in the Kaihu Valley, Kaipara district.

THAMES STAR, VOLUME XIII,
ISSUE 4347, 6 DECEMBER 1882

Some little difficulty has arisen between the chief Parore, of Northern Wairoa, and Mr Dargaville respecting the carrying of the Kaihu Valley Railway through the lands of the former.

OTAGO WITNESS, ISSUE 1622, 23 DECEMBER 1882

Sydney has been actively engaged during the past fortnight in the Kaipara district in explaining to the Natives the English Native land scheme, preparatory to unfolding his plans at the Waitangi Native meeting. He has used his good offices in the Northern Wairoa to get some of the old chiefs to consent to the passage of the Kaihu Valley railway-line through their properties, pointing out to them that it would pay them well to give the land gratuitously, as the remainder of the block would be greatly enhanced in value through European enterprise and colonisation. Sydney's sensible advice has been so far taken by the chiefs that no opposition will be raised, and he regards his success in this matter as the first fruits of his English mission. There is, however, one fly in his pot of ointment. He is greatly distressed and indignant over the statements made by the London correspondent of the Otago Daily Times, and considers that he has met the fate of most patriots in being unappreciated and misunderstood. By the last mail he has sent a reply to those statements to Mr Chesson, secretary of the Bank of New Zealand, and to Mr Larkworthy, of the London agency of the Bank of New Zealand.

1885: NEW ZEALAND FIBRE COMPANY SELLS KAIHU No 1...

James Nimmo purchases Kaihu No1 off The New Zealand Fibre Company with the view of mining for coal and oil.

Edwin Mitchelson leases the rights to extract gum and sets up trading stores in the Valley.

James Trounson leases the grazing rights from Nimmo.

Auckland Fibre Company recommences with producing flax fibre.

James Trounson purchases a small block or two off Nimmo at the Flax Mill, Parore: He builds two fine homes and sets up a butcher shop.

Here James resided not far from the flax mill at Parore for many years raising sheep and cattle and selling meat to the locals.

FROM PAPERS PAST WE HAVE THE FOLLOWING NEWS CLIPS FOR THE FLAX INDUSTRY...

WANGANUI CHRONICLE 7 APRIL 1885

**GREAT UNRESERVED SALE OF FREEHOLD PROPERTY
40,638 ACRES
SITUATED AT NORTH KAIPARA**

VAILE & DOUGLAS HAVE RECEIVED INSTRUCTIONS TO SELL BY AUCTION, AT THEIR LAND AGENT ROOMS, SHORTLAND-STREET, ON THURSDAY, APRIL 16TH, THE WHOLE OF THE NEW ZEALAND FIBRE COMPANIES FREE HOLD PROPERTIES, AS UNDER, KAIHU, NORTHERN WAIROA, KAIPARA, KNOWN AS KAIHU No 1.

BOUNDED ON THE WEST BY THE PACIFIC OCEAN FOR 13 MILES: AND ON THE EAST BY THE KAIHU RIVER FOR 10 MILES: THERE ARE SEVERAL LARGE BUILDINGS AND NUMEROUS COTTAGES ON THE PROPERTY. THE LAND IS OF MIXED QUALITY; THAT ALONG THE RIVER CONSISTS OF RICH ALLUVIAL FLATS, COVERED PARTLY WITH HEAVY BUSH OF KAHIKATEA, PURIRI, RATA, AND OTHER VALUABLE TIMBER, AND PARTLY TI TREE AND FLAX. NUMEROUS AND EXTENSIVE SWAMPS RUN INLAND FROM THE RIVER, ALL BEING EASILY CAPABLE OF DRAINAGE. BETWEEN THE SWAMPS THE LAND CONSISTS OF VARYING QUALITY, BUT THE FACT OF WHITE CLOVER NOW SPREADING ITSELF OVER THEM SHOWS THAT EVEN THESE PORTIONS OF THE BLOCK ARE CAPABLE OF SUPPLYING FOOD FOR STOCK. THE WESTERN OR COAST SIDE CONSISTS OF UNDULATING LAND OF THE WELL-KNOWN STAMP OF "WEST COAST LANDS" WHICH READILY TAKE GRASS AND CLOVER WHEN THE FERN IS BURNT OFF. THIS GRAND ESTATE, CONTAINING SIXTY-THREE AND A-HALF SQUARE MILES, WILL BE OFFERED AT THE LOW UPSET PRICE OF 5s PER ACRE. DISTANCE FROM AUCKLAND, 120 MILES BY RAIL AND STEAMER- TITLE UNDER THE LAND TRANSFER ACT.

62 ACRES, known as **TE KIRI O TU PATO** — Lies between the Kaihu River and the Government Road from Kopuru to Hokianga, and is situated south-east of the Kaihu Block, only separated from it by a stream. It consists of a rich alluvial flat, for the most part heavily timbered with mixed bush. There is a good water frontage. Vessels of forty to fifty tons can reach it from the Wairoa River, and lie alongside the banks. Upset price, £5 per acre.

WAIKATO TIMES, VOLUME XVIII, ISSUE 1547, 3 JUNE 1882

AUCKLAND FIBRE COMPANY

In our advertising columns will be found the prospectus of the: Auckland Fibre Manufacturing Company which is in course of formation. The capital is to be £25,000, in £1 shares, and it is proposed to call up £20,000, as follows — 2s 6d per share on application, 2s 6d per share on allotment, 5s per share three months after allotment, 3s per share six months after allotment, and 3s per share nine-months after allotment. The provincial directors are Messrs H. F. Anderson, J. M. Clark, Holdship, Lawrie, T. Morrin, A. McGregor, C. B. Stone and Tinne. Arrangements have been made to take over the plant and business of the Auckland Rope Company and the machinery of the New Zealand Fibre Company at Kaihu. It is proposed to manufacture New Zealand and Manila hemp, flax, and other vegetable fibres into rope, twine; matting, sacks, etc., and the promoters have been in communication with a leading English firm regarding the necessary preparing machinery for the production of the reaper and binder twine. Mr William Johnston has been appointed manager and Secretary, and Mr Alexander Saunders, broker. Applications for shares may be sent to either of these gentlemen.

According to the "Northern Wairoa Gazette," it is the intention of Mr Nimmo, the gentleman who recently purchased the New Zealand Fibre Company's Kaihu estate, to cut up the land in the vicinity of the Flaxmill into small blocks, and offer them for sale upon easy terms. The flats embrace an extent of land of splendid quality for agricultural purposes, and there should be a brisk demand among persons with small capital who are desirous of becoming settlers for such advantageous sites for homesteads. It has also been stated that Mr Nimmo will recommence the manufacture of the flax fibre, and that the machinery recently removed from the mills to Auckland will be returned and re-fixed; but the truth of this statement is not vouched for.

What promises to be a most valuable and prosperous local industry will soon be in operation. I refer to the works of the Auckland Fibre Manufacturing Company. The company will employ a large number of men in its factory, to say nothing about those who will be engaged in cutting flax. It will confer a great boon on farmers by reducing the price of twine used in the reapers and binders. The retail price is at present ninepence per pound, I believe, whereas, the company will be able to sell it at four-pence half-penny per pound. As two-hundred tons of twine were last year imported into the colony for this purpose, a saving of four-pence half-penny per pound represents a saving to the farmers of the colony of upwards of £8000 per annum. This is no mean sum, and it is the more satisfactory that, in addition to the saving being made, the money paid for the twine will be kept in the country.

St. MUNGO.

1886 ABOUT...

In 1876, when Joseph Dargaville sold his timber interests, Mitchelson took over the other enterprises.

E Mitchelson with his brothers Richard and John (E. Mitchelson and Company 1876) which later in 1886 extended its activities to include the timber trade leased the gum digging rights from Mr. Nimmo of the Kaihu Estate for approximately twelve hundred pounds a year.

1888 ABOUT: MITCHELSON'S LEASE OFF NIMMO...

Kaihu blocks 1-3-4: about 40,000 acres owned by Mr Nimmo. Rent 1893, 1,000 pounds.

Kaihu No 1a: about 2,400 acres held by Mr James Trounson. Rent 1893, 40 pounds.

Kaihu No 2: being 9,800 acres off the Maori. Rent 125 pounds.

Opanake: 7,130 acres off the Maori. Rent 125 pounds

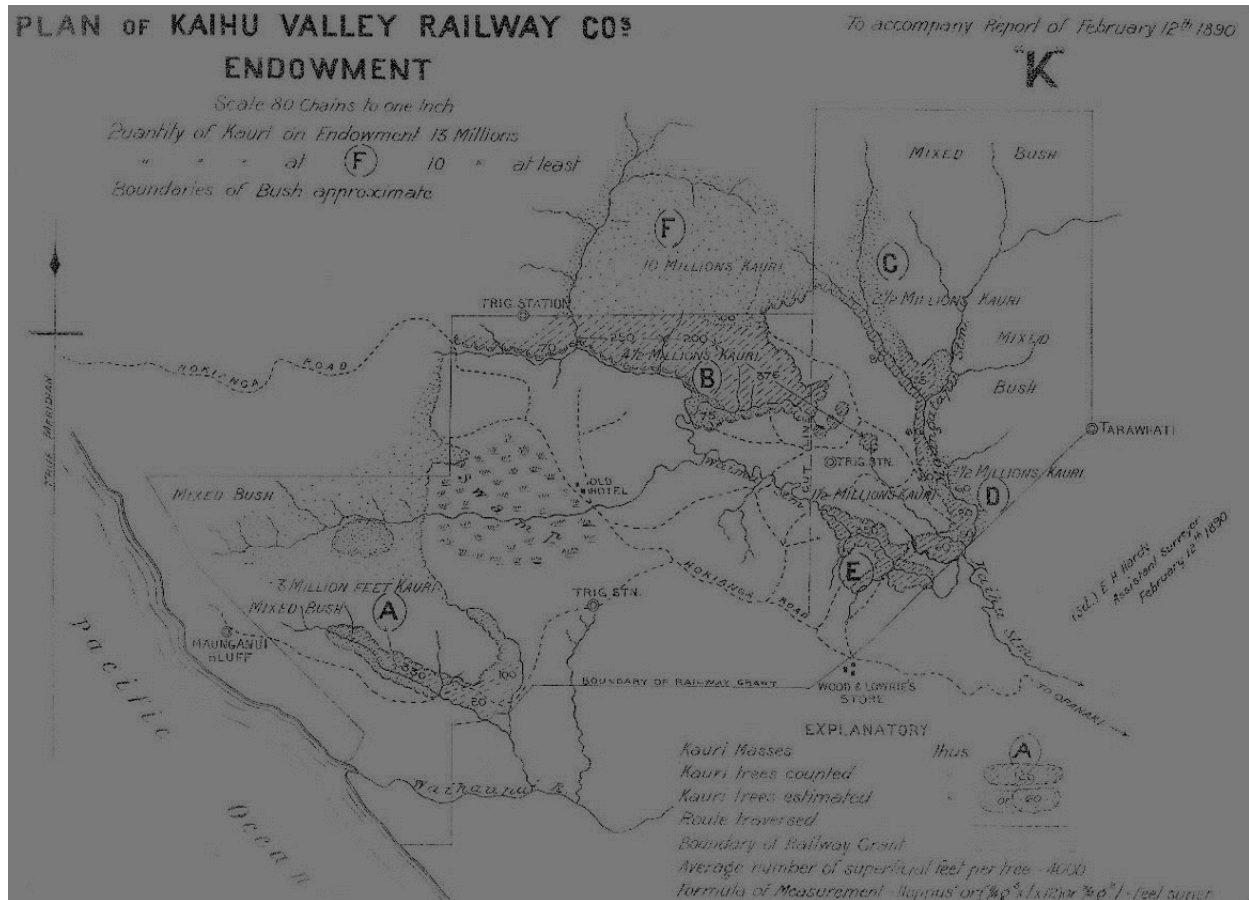
Total: 1290 pounds.

The brothers Mitchelson's had trading stores at Dargaville, the Flax mill Parore, Babylon, Maropiu, and Opanake/Kaihu. Not at Aranga as some punters have said in the past.

In 1893 there were approximately 267 Austrians, 225 British and 127 Maori working on this field. Output: 1138 tons.⁷

7 SOURCE: ALL STATISTICS GIVEN BY RICHARD MITCHELSON AT THE 1893 COMMISSION

1890: KAIHU RAILWAY ENDOWMENT AT WAIMA NEAR ARANGA...



This map shows the 14,500 acres purchased from the Crown after the Crown had received the land back after the collapse of the Kaihu Railway Company. The endowment was sold by auction in 1890 and was purchased by John Owen the original contractor for the Kaihu railway line. Owen no doubt held a mortgage over the land as he was one of the creditors who were owed money from the bankrupt rail company.

He opened up the 800 acres of gum land in the Aranga Valley to the diggers, subdivided and sold the timber country to James Trounson and others. Trounson had already purchased some blocks of land in the Opanake block and had established a large pastoral run at Maropiu.

1898: JAMES TROUNSON, LIVESTOCK FARMER AND TIMBER MILLER AT KAIHU...

After his move from Paparoa to the Flax mill at Parore, James purchased large tracts of land in the Maropiu area and to the North of Kaihu including the area known as Siberia and Waima. To mill the timber on his land he built a saw mill just north of the Kaihu town ship on the banks of the Kaihu River. By this time the railway had reached Kaihu from Dargaville, and in 1904 James let a contract for the felling and the delivery of four million super feet of kauri per year, from Siberia and his Waima forests.

JAMES TROUNSON BUYS LAND AT OPANAKI IN THE WAIMA VALLEY OF THE MAUNGANUI BLOCK;

AUCKLAND STAR, VOLUME XX,
ISSUE 297, 14 DECEMBER 1889

man McLean. Kaihu Survey District, Hobson County: Section 9, Block I, 160a. 3r. 24p., upset price £135 7s 6d, James Trounson; section 13, Lot I, 106a. Or. 30p. upset price £80 15s, James Trounson, Tutamoe Survey District: Section 9, Lot VIII., 169a. 1r. 16p., upset price £138 10s, Jas. Trounson.

THAMES STAR, VOLUME XXXIX,
ISSUE 9687, 11 JULY 1900

A very successful sale of Crown lands and privileges to cut kauri timber on Crown lands was held at the Crown Lands Office yesterday, the results obtained being as follows:—Kaihu Survey District.—Block I.: Section 10, 79a 2r 28p, upset price £55, sold for £72 to James Trounson; section 11, 152a 2r 25p, bought at the upset price of £151 by James Trounson; section 14, 106a 2r, upset price £89 15s, passed in; section 15, 187a Or 32p, upset price £89, passed in; section 16, 148a 1r 24p, bought at the upset price, £105 10s, by James Trounson. Taupo Hot Springs (Tatua Survey District).—Block

1900 ABOUT: OWENS AND TROUNSON SELL OFF SMALLER SECTIONS;

One goes to the back blocks to learn the political news of the hour. A Wanganui Bluff correspondent says:—Mr W. Hall, K.G.D., has taken up two of Mr Owen's sections. He says that, as the Government are about to borrow four millions, they must extend the Kaihu railway." The same correspondent complains: "The Hobson County Council are very backward in expending the Government grants in this district." And he optimistically adds: "Two petitions are being largely signed here for £600 for the Kaihu-Maunganui Bluff Road, and Kai-iwi-Katui Road, and I think we shall get the money."

AUCKLAND STAR, VOLUME XXI,
ISSUE 49, 28 FEBRUARY 1890

IMPORTANT LAND SALE.

VALUABLE PROPERTY OF MR.
JAMES TROUNSON.

WAIMA TOWNSHIP.

SATURDAY, FEBRUARY 22nd, 1896.

S. Cooper has been instructed by Mr. Trounson to Sell by Public Auction, on Saturday, 22nd instant, at 1.30 p.m., at Corcoran's Hall, Dargaville, part of his Valuable Property, known as the Waima Township, consisting of

TWENTY-THREE SECTIONS, Nos. 30 to 53, adjoining the Waima Station, the terminus of the Kaihu Valley Railway.

The property is within easy reach of Hokianga and Dargaville, surrounded by first-class land and immense kauri forests. A sawmill is now being erected in the immediate neighbourhood, and the township must soon become a thriving centre of industry.

S. COOPER, Auctioneer.

7

*INFLUENCE OF THE CROWN AFTER THE SIGNING
OF THE TREATY OF WAITANGI: 1840.*

1840-1865

Throughout the period of British imperial responsibility for Maori affairs, 1840-1865, Hokianga and Kaipara chiefs, continued the strategies of friendship and hospitality they had adopted towards the pre-1840 settlers. They willingly sold land to the Crown in the hope that more Europeans would come and live among them and provide an abundance of goods and services. After the war in the north, government policy was to place a buffer zone of European settlement between Ngapuhi and Auckland. This matched Ngati Whatua's desire to have more settlers and townships, a greater abundance of trade goods and protection from Ngapuhi, their traditional foe.

In the Kaipara area, John Rogan, the district land purchase commissioner, assisted by the Wesleyan missionary Reverend William Gittos, did not need to resort to pressure tactics to buy the land. Between 1854 and 1865 over a quarter of a million acres were purchased.

1865 NATIVE LANDS ACT

Any Maori owner can apply for title. Survey generally required before investigation can begin:

Judge and two Maori assessors to agree:

Ownership to vest in either a Hapu or in no more than 10 owners:

Provisions for Maori jury as an alternative:

Hapu title and jury used in less than 10 cases:

Direct leases and sales now valid of land passed through Court:

Higher prices but more litigation:

Government retains right to advance money before cases are heard and Government purchasing continues to dominate the market:

Conveyances of individual shares to be before a Judge or a JP:

1866 Amendment requiring any restrictions against sale or lease to be noted on every title:

1867 Native Lands Act;

Names of any other owners must now be endorsed on the back of the title:

Those named on the front (10 or fewer) can lease but not sell. Most blocks brought into Court continue to be awarded to less than 10 named Rangatira:
Four Maori seats created in settler-dominated Parliament:

1869 Native Lands Act Amendment Act;

Alienation by a minority of owners not lawful:
Majority of owners (by value) may apply for a partition:

1870 Native Lands Frauds Prevention Act;

Trust Commissioners appointed to ensure sufficient land retained for alienators support:

1873 Native Land Act;

All owners must now be registered on a Memorial of Ownership with presumed equal rights unless a further hearing determines otherwise:
Block cannot be sold or leased without consent of every owner:
Majority of owners may apply to partition out interests of sellers. Undivided interests protected against action to recover debt. Judge or magistrate and interpreter must certify deeds of alienation:
Reserves of at least 50 acres per head must be retained:
Individual owners continue to sell shares:
Buyers can partition out proportion of interests acquired:

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Reserves of at least 50 acres per head must be retained:
Individual owners continue to sell shares:
Buyers can partition out proportion of interests acquired:

After control of native affairs and land purchase policy were taken over by ministers representing settler interests, the 1865 Native Lands Acts were passed, initiating a new phase of direct purchasing by private individuals as the Crown abandoned its right of pre-emption. A Native Land Court, presided over by a European judge, was set up to ascertain Maori rights to land and to issue certificates of ownership to those whose title was ascertained. Purchases were made from those named on the certificates, which could then be exchanged for Crown grants.

The object was two-fold: colonisation and land individualisation. The Native Land Court became the chief instrument of the policy of assimilation, and greatly facilitated the purchase of the bulk of Maori land in the North Island. Any Maori, regardless of rank, could apply to the court to investigate his or her title to a block of land. All other Maori with claims in the same block were then forced to come to court to defend their interests. Anyone absent from court was simply disinherited under the 1865 Act; the court was supposed to establish the ownership of the blocks and to issue titles. In practice, to avoid the cost of divisional surveys, Judge Fenton awarded whole blocks to ten “owners”, whose names were selected by arrangement out of court. In law, the ten were absolute owners with individual property rights, not tribal trustees. They could mortgage and sell the ancestral land of their tribe and Hapu without reference to them. Amending legislation in 1867 (section 17) required the court to determine all owners of a block regardless of whether or not they put forward a claim, and to enter all owners names, not just the ten on the certificate, in the court records. The assent of the majority of owners in value was required to a sale. In practice, the court treated the shares of owners as equal because it could not do anything else. If one or more of the owners died before a sale was completed, any person claiming an interest in the deceased's estate could apply to the court for a succession order. There was a high death rate among owners in the late nineteenth century and most died intestate. Furthermore, the court adopted the New Zealand practice of giving all the children equal shares in an estate. In other words, in determining succession, the court disregarded Maori custom and failed to take rank, sex or place of residence into account. The eventual result of succession orders was extreme fragmentation of ownership rights. There was little protection for a Hapu's land base under Fenton's ten-owner system

1868: It would seem however that section 17 was ignored in some cases. For example in the case of Ahikiwi in the Kaihu Valley, Maka Te Haupū provided 36 names and stated: *“These are all who have an interest as far as I know”*. However, Monro commented that *“It was ascertained that the whole of the persons interested were not enumerated by Maka Te Haupū”* – satisfactory evidence could not be obtained: We can take it for granted that the minute books do not record the full discussion on the question of evidence for section 17. Nevertheless, it is apparent that the court made little effort to make use of this provision. Two

of the few cases where it was used were the registration of the 66 owners of the Kaihu block in 1871 and the 27 owners of Pukehuia in 1873. Geiringer observes that Judge White also tended to ignore section 17 in Muriwhenua, simply carrying on with his title investigations as before 1867.

LAND PURCHASED AT AHIKIWI...

Area (acres)	Year	Sellers	Buyer	Price
1000 a	1868	Maka Te Haupū, Mihaka Wharepapa	William and Earnest Jackman	2000 Pounds

John Rogan organised and presided over the first sitting of the Native Land Court in the Kaipara in 1864.

F E Manning was appointed as a judge as well and was based at the Hokianga in 1865.

In the late 1860s neither the government nor private individuals were greatly interested in investing in large blocks of rugged, land owned by the Local Iwi or Hapu.

Provincial economies were severely depressed and Auckland speculating interests looked to the Waikato, where land had been confiscated for military settlement.

Maori used the Hokianga and Kaipara courts to settle disputes and decide ownership for their own purposes. These included defining areas of land allowing the leasing rights to early European's and others to cut timber, flax and dig gum, a welcome source of annual income for the locals; it also allowed the leasing or selling of small blocks to European traders for depots, stores and residences.

A LETTER TO FD FENTON CHIEF JUDGE, MAORI LAND COURT FROM JUDGE F E MANING

I have, &c.,

F. E. Maning.

F.D. Fenton, Esq.,

Chief Judge: Native Land Court, Auckland.

The first sitting of the Native Land Court in this district took place on the 6th of March, 1866, or fifteen months ago. Since that time I have put on record 223 claims: of these, 17 were transferred to the Court at Mangonui for hearing, and I believe, have been adjudicated upon. One hundred and forty-three claims have been finally adjudicated upon by the Native Land Court in this district, and the remaining 63 claims should be finally disposed of at the Courts to be held during the next two months.

The blocks of land for which orders have been given are for the most part from fifty acres to one thousand acres in area. There are, however, blocks of two, five, seven, and ten thousand acres. Between one-half and two-thirds of the above land has been secured to the Native owners inalienably; the remainder they have power to sell. The average value of the alienable land is, say, about 5s. per acre; the average value of the inalienable land is, as compared to the value of the alienable, about five to one, or £1 5s. per acre; in fact, £2 per acre has been, not long ago, refused for 10,000 acres of land which is not nearly so good or valuable in any respect as the Whakatere Block of 11,000 acres, and for which a certificate of title has been issued to the tribe, and not to individuals; but it is the intention of the Native owners to subdivide Whakatere into over a hundred individual holdings, according as they can raise the funds to pay the expense of doing so; and in many cases, where three or four or more persons are named in grants, it is their intention ultimately to subdivide the lands, so that each man may hold his own share under a separate Crown grant; and I have no doubt that the Natives in this district will carry out this intention to a very great extent, though it will take them some time to accomplish it fully.

**FOLLOWING ARE SOME EXAMPLES OF JUDGE MANING'S WORK
AS A DISTRICT JUDGE OF THE MAORI LAND COURT;**

1870: S Campbell surveyed land at Waimamaku, Wairau, and Koutu at Kawerua for local chiefs.

On 10 October 1870 Judge Maning investigated titles for the Waimamaku of 2650 acres and Wairau of 2539 acres. Wahi tapu were cut out on the survey plans. The court made the land inalienable except by lease for 21 years.

A certificate of title for Waimamaku was awarded to Tiopira Rehi (Kinaki) and nine others. A list of 120 persons interested as owners was registered, as required by section 17 Native Lands Act 1867.

In respect of the Wairau, a certificate of title was issued to Hapakuku Moetara and nine others and a list of 54 owners was registered. The Wairau block was said to have been put through the court to determine title for a flax lease.

On 28 June 1871, Maning adjudicated on the Koutu block at Kawerua consisting of 3 acres 3 roods and 20 perches.

The Koutu hearing was in fact a trial run to the contest between Tiopira and Parore for the title to Maunganui-Waipoua, which Te Roroa lost but Parore failed to win.

Maning signed court orders recommending to the governor that the land be inalienable by sale, that Tiopira Rehi Kinaki and Peneti Pana be appointed trustees, with power to lease for a period not exceeding 21 years, and that the right to make and maintain a public road be reserved to the Crown.

Maning later noted "*Te Koutu was only taken into Court to test ... the right to a large tract of country ...*"

The claimants identified the larger tract as the Waipoua block. In their view, Tiopira almost certainly was indebted to Maning for the strategy of taking Te Koutu into court to test the right to Waipoua. A cunning move!

What Maning and Tiopira clearly wanted was a tribal trust, not absolute title for ten owners, but the attorney-general ruled that the issue of a certificate of title to a tribe contravened the law.

Presumably his ruling was made under section 23 Native Lands Act 1865, where a title could only be issued to a tribe or iwi for areas in excess of 5000 acres, and regardless of section 17 Native Lands Act 1867, which authorised the court to award titles to trustees for the whole tribe, provided all its members were named in the court records.

Chief Judge Fenton therefore cancelled the court order but pointed out it was *“very advisable that a certificate, of some sort, should be issued”*.

The attorney-general then suggested a new certificate of title be issued to Tiopira and Peneti under section 17 of the 1867 Act and that they afterwards make a declaration of trust.

Fenton signed a new certificate of title in favour of Tiopira Rehi (Kinaki) and Peneti Pana on 26 July 1872 and requested the Native Minister to furnish him with a form of declaration of trust. The undersecretary of native affairs procured a skeleton draft but presumed the persons interested in the land would settle among themselves how and when it would be executed. Consequently the matter was left in abeyance.

8

*CROWN PURCHASE AND DIVIDE
THE LAND OF 'TOA'*

From 1874 the crown made purchases of huge tracts of land between the Hokianga and the Kaipara. In time these blocks were split into smaller holdings both by the crown and privately. The areas where the soils were more suitable than others with a higher fertility these were split up for dairying with those areas of more marginal soils split up for dry stock farming, forestry and reserves.

Farming began in earnest once the gum and timber had run out. Some of those early settlers really struggled for some time until they were able to break in enough land for pasture to make their holdings viable.

**NEWS OF THE DAY FROM PAPERS PAST GIVES US IDEA
OF WHAT LAND WAS BOUGHT BY THE CROWN;**

DAILY SOUTHERN CROSS, VOLUME XXXI,
ISSUE 5500, 9 APRIL 1875

SIR GEORGE GREY having been elected for the Superintendency of the Province of Auckland, and representative for City West, the settlers up North must rest content with "Hobson's choice;" and wait patiently for the fulfilment of the prophetic "Veni, Vidi, Vici," of the latter, especially as regards the financial position. In no part of the Province is the want of good roads more felt. Without them settlements cannot take place; and without the sinews of war, surveys, roads, and other accessories to a settled community are impossibilities. Large blocks of land have been purchased from natives, and are being surveyed, between the Kaihu and Hokianga, and pronounced by Mr Buckland as of good quality, but so situated that access to them cannot be had, without trespassing on unpurchased native land. Neither is there any seaport on the North nearer than Hokianga, and on the South than the Wairoa River. Yet these blocks contain 200,000 acres. Dr. Hector was of opinion that immigrants should be sent

direct to the Kaipara, to form special settlements, as the only way to occupy and render productive the vast wilderness of the North. From the parallel of 36deg. South latitude to the North Cape, a stranger might travel without ever feeling or knowing the comforts of civilization. A clergyman, a physician, or a schoolmaster are rara aves,—heard of but seldom seen. The majority of the pioneer settlers have got disgusted, and left for other parts, or merged into the Pakeha-Maori, as the only prosperous ones being those who had the means to start a store or public-house. In a late issue appeared a sad tale of the state of affairs in Mangonui, when the Native Lands Court was attempted to be held ; and Mangonui is the principal seaport above 36deg. South, with the exception of the Bay of Islands. Now is the time for a new broom to alter all these things, and as to the wherewith to accomplish a reform, there need be no difficulty, for we have it on record in the laconic “not at all.”—[Own correspondent]

STAR, ISSUE 2204, 9 APRIL 1875

200,000 acres have been purchased between Kaihu and Hokianga, in the North.

EARLY DESCRIPTIONS OF SOME OF THOSE BLOCKS THE CROWN PURCHASED AND THEIR ONGOING HISTORY ARE AS FOLLOWS...

DAILY SOUTHERN CROSS, VOLUME XXXI,
ISSUE 5608, 2 SEPTEMBER 1875

LANDS FOR SETTLEMENT IN THE NORTH ISLAND.

A survey of the lands in the North, the greater part of which have been acquired by the Crown, has recently been made by Mr. HARR, the Inspector of Surveys, whose report, furnished to the Native Minister, is now in possession of the public. The document is interesting, not only as showing the large amount of excellent land available for purposes of settlement in the North-western portion of the country north of Auckland, but as refuting the assertions of those who say that Auckland has not, and never can have, any source from which a Land Fund can be raised now or in the future. The lands referred to by Mr. HEAL comprise altogether an area of 342,000 acres, of which one portion, containing 73,000 acres, is north of Hokianga, and described as nearly all forest and generally good land. A second portion is east of Hokianga, and contains 26,000 acres. This is described as one half forest, the soil being variable and generally indifferent; but the principal group of blocks, comprising an extent of 218,000 acres, is that south of Hokianga, on which the land is described as nearly all good. Some smaller blocks make up the balance, and the lands of these are classed as good. Referring to the report explanatory of the tabulated statement from which the above figures are extracted, we find these lands described as being of a very different character to those on the eastern side of the country, from which the general impression, and that an unfavourable one, of the quality of the northern lands has been taken. The tertiary clays which form the greater portion of the eastern plains are scarcely to be met with on the western side of the island, "where," says the report, "the volcanic hills have in most part generated an excellent soil." The hills, it appears, are very generally steep, but a table land, elevated nearly 2,000 feet, lies between the Waroia and Hokianga, which is described as quite sufficiently level for cultivation; and on which the soil is of superior quality. This

sufficiently level for cultivation; and on which the soil is of superior quality. This description has reference to the largest of the blocks already alluded to. In the other blocks north of Hokianga, says the report, there are extensive valleys, with a soil equal to the most favoured parts of the Province. Mr. HEAL points out not only that these lands are highly suitable for occupation, but that they command a line of communication with the Provincial capital altogether independent of the ports upon the eastern coast. Their great highways are the magnificent tidal rivers which permeate the country, and form the large estuary known as the Kaipara, and so by the projected line of railway from the head waters of the Kaipara at Helensville, direct to Auckland. An excellent line of road, Mr. HARR points out, may be had from Kaiku on the navigation of the Kaipara, through the fine plateau before mentioned right through to Herd's Point at Hokianga, thus connecting our farthest northern settlement by direct and easy communication with Auckland. In conclusion, the report sums up the available value of these lands as follows:—"I am satisfied that at least one fourth part of the land purchased in the North is everything that can be desired for settlement in respect of soil, levelness, and accessibility, and that probably one-half of the remainder will gradually become valuable for culture as the ground becomes occupied and opened up, while the remainder will still have a value for the kam timber, which chiefly grows on the inferior portions.

HOKIANGA SOUTH TO NORTHERN WAIROA

1870... Wairau Block... plans 2012... Comprising 1129 acres for the Southern Wairau and 1410 acres for the North... total area 2539 acres...dealt with on the 10th of October 1870.

1870...Waiwhatawhata Block... plans 2013... Comprising 2114 acres...dealt with on October 10th (?) 1870.

1870... Waimamaku Block... plans 2014... Comprising 2650 acres...dealt with 10th of October 1870.

1871... Kaihu Block ... plans 1946... Comprising... 41075 acres...dealt with 1871.

1874... Waoku Block No. 1. ...plans 3092...Comprising 17650 acres...dealt with on the 28th of April 1875 based upon a plan by R.T. Davis from 1874.

1874... Opanake Block ... plans 3046A...Comprising 14457 acres...dealt with on 9th of December 1873... Approved by Heale ...dealt with by Judge Rogan, 4th of June 1874.

1875... Waoku No 2...plans 3248... Comprising 8017 acres ... dealt with on the 28th of April 1875... Awarded to Heta Te Haara and Wiremu Pou.

1875...Waimamaku Block... plans 3278A... Comprising 27200 acres... compiled in the survey office ... last plan done by Mr. Kensington on the 21st of February 1875.

1875... Waipoua Block Plan 3277A comprising (originally) 12153 acres for Waipoua No. 2 but later amended to be 12220 acres... and Waipoua No. 1.. Plan 3277.... Comprising 41181 acres but amended to be 35300 acres with the removal of Wi Pou's land from the plan. An earlier plan was 3232 for Waipoua 1...dealt with on the 15th of May 1875. Awarded to Tiopira Kinaki and Hapakuku Moetara who also inherited all of Waipoua 2 as a reserve.

1875... Waimata Block ... Plans 3199... Comprising 5699 acres... dealt with on the 19th of May 1875 ...claimants were Parore Te Awha from the Te Kuhi Hapu of Ngapuhi and his servant lady, Ani Patene of the Te Taou Hapu of Ngati Whatua.

1875... Kairara Block... Plan 30671... Comprising 30671 when first surveyed but later amended to be 27700 acres... dealt with on the 22nd of May 1875. The sole claimant

(representing many) was Kamariera Te Wharepapa. The plan was certified by Barnard on the 8th of May 1875.

1875... Opouteke Block... Plan 3214... Comprising 43622 acres... but amended to 42000 acres when a reserve was cut out. Approved subject to corrections on the 13th of May 1875, but was dealt with in the court on May 22nd 1875.

1875... Pakanae Block 1... Plan 3267... Comprising 3189 acres and Pakanae Block 3... Comprising 8955 acres ... dealt with on the 18th of June 1875. Both of these join to the Waimamaku block and were awarded to Ngapuhi.

1875... Waimamaku Block... Plan 3278 before 3278A...claimants were Tiopira Kinaki, Hapakuku Moetara and Te Rore Taoho. The map plan was based upon the survey of H&D Wilson, drawn up on July 14th 1875 and comprising 24500 acres... minus Wairau native reserve. The government had purchased 27200 acres... dealt with on the 21st of December 1875.

1876... Kaihu No. 2 Block... Plan 3509... Comprising 11666 acres...dealt with on the 14th of August 1876.

PAKANAE BLOCK, 8,955 ACRES

Mostly forest; the soil good, but much broken

CROWN PURCHASE: DEEDS—No. 89

PAKANAE NO. 1 BLOCK, HOKIANGA DISTRICT OFF HAPAKUKU MOETARA

1875. 18 June. Hokianga District: This Deed, made the eighteenth day of June 1875, between Her Majesty, Queen Victoria on the one part, and Hapakuku Moetara of Hokianga, Aboriginal Native of the Pakanae No. 1. Colony of New Zealand, (hereinafter called "the Vendor") of the other part, witnesseth that, in consideration of the sum of Five hundred fifty nine pounds thirteen shillings Receipt for £559. 13. 9 and nine pence (£559. 13. 9) by Her Majesty paid to Vendor on the execution hereof (and the receipt whereof is hereby acknowledged), the Vendor doth hereby surrender, convey, and assure unto Her said Majesty, all those two blocks or parcels of land containing together Eight thousand nine hundred and fifty five acres or thereabouts known or called Pakanae No. 1, as the same is more particularly described in the Schedule hereto, and delineated on the plan drawn on this Deed and coloured red; together with all rights and appurtenances thereto belonging or appertaining: Excluding the burial ground called Matariki containing five acres one rood (5a. 1r. 0p.).

To hold the said land and premises with the appurtenances unto Her said Majesty, Her Heirs and Successors for ever. In Witness whereof the Vendor has hereunto set his hand the day and year first above written.

Hapakuku Moetara.

Signed by the said Hapakuku Moetara after the contents had been explained to him by an Interpreter of the Court and he appearing clearly to understand the meaning of the same. In the presence of—

Henry A. H. Monro, Judge Native Land Court.

W. Bridson, Clerk N.L. Court.

Schedule.

One piece Bounded towards the North by the Okeriteke Creek; towards the North-east by the said creek and the Ngapuku Block, eleven thousand nine hundred and thirty Boundaries. [8,955 acres.] (11930) links, and by a line two hundred and thirteen (213) links; towards the South by the Pakanae No. 4 Block three thousand three hundred and ninety-five (3395) links, four hundred and four (404) links, five hundred and seventy-six (576) links, one thousand three hundred and eighty-four (1384) links, one thousand seven hundred and nine (1709) links, one thousand two hundred and ninety-three (1293) links, and one thousand five hundred and thirty (1530) links, and Te Puhata Creek; towards the West by the Ngaharoto Block four hundred and seventy (470) links, nine hundred and ten (910) links, six hundred and nineteen (619) links, and five hundred and eighty-six (586) links, the Hokianga River, and by lines two thousand four hundred and twelve (2412) links two thousand nine hundred and ninety-one (2991) links, and eight hundred and thirty-two (832) links. And the other piece bounded towards the North-east by the Pakanae No. 4 Block four thousand two hundred and seventy-five (4275) links, the Pakanae No. 4 Block and the Pakanae No. 5 Block five thousand six hundred and fifty-one (5651) links, the Pakanae No. 5 Block two hundred and forty (240) links, one thousand four hundred (1400) links, three hundred and sixty-seven (367) links, one thousand two hundred and sixty-nine (1269) links, five hundred and fifty-three (553) links, seven hundred and eighteen (718) links, four hundred and forty-six (446) links, one thousand two hundred and fifty-five (1255) links, three thousand five hundred and twenty-five (3525) links, and. one thousand and sixty-nine (1069) links, the Pakanae No. 5 Block and the Okopako Block two thousand six hundred and seventy-five (2675) links, the Okopako Block nine hundred and forty-six (946) links and six hundred and thirteen (613) links, and Pakanae No. 3 Block thirty-nine thousand eight hundred and fifty (39850) links; towards the South by the Waimamaku Block thirty-two thousand nine hundred and seventy-three (32973) links, four thousand six hundred and sixty (4660) links, and four thousand six hundred and twenty-eight (4628) links; towards the Southwest by the Waiwhatawhata Block one thousand eight hundred and twenty-eight (1828) links and five thousand six hundred and sixty-two (5662) links; and towards the West by lines one thousand and thirty-five (1035) links, three hundred (300) links, six thousand seven hundred and twenty-seven (6727) links, one thousand two hundred and two (1202) links, two

thousand one hundred and thirty-nine (2139) links, four thousand four hundred and nine (4409) links, two thousand three hundred and sixty-nine (2369) links, three thousand and sixty-seven (3067) links, six hundred and eighty-two (682) links, six thousand six hundred and forty-four (6644) links, one thousand five hundred and eighty-six (1586) links, four thousand five hundred and thirty-four (4534) links, one thousand and thirteen (1013) links, one thousand four hundred and thirty-six (1436) links, one thousand five hundred and thirty-seven (1537) links, three thousand one hundred and ninety-two (3192) links, two thousand six hundred and six (2606) links, eight hundred and twenty-nine (829) links, and four thousand one hundred and seventeen (4117) links, and by the Te Puhata Creek: Excepting the Matariki Burial Reserve, bounded towards the South by the Pakanae No. 1 Block five hundred and forty-three (543) links, towards the West by the said block seven hundred and fifty-five (755) links, and on all other sides by a stream.

He pukapuka tuku rawa atu tenei na Hapakuku Moetara i tera whenua katoa tona Maori précis. ingoa ko Pakanae No. 1 Kia Wikitoria Kuini o Ingarangi ki ona uri ki nga Kingi ki nga Kuini i muri i a ia ake tonu atu Ko te utu mo taua whenua e rima rau e rima tekau ma iwa pauna tekau ma toru hereni e iwa kapa Ko te nui e waru mano e iwa rau e rima tekau ma rima eka Koni ake iti iho ranei. Ko nga rohe enei. Ki te Kotiu ko te Wai "Okereteki" "Ngapuku" "Pakanae No. 4" "Pakanae No. 5" "Okopako" "Pakanae No. 3" Ki te tonga ki "Waimamaku" ko "Waiwhatawhata." Ki te Hauauru ko "Hukanui" "Kokohuia" "Taumatawiwi" "Pakanae No. 2" ka tata ki te wai o te "Puhata" Ka haere tonu i te taha tika Tae noa ki te raina "Okereteki" he piihi kua oti te ruri. Ka haere i aua raina tae noa ki te timatanga.

I, Charles E. Nelson, an Interpreter duly appointed under "The Native Lands Act Interpreter's certificate. 1873," certify that the above is a clear statement in the Maori language of the contents of the within-written deed, which contents I properly explained to Hapakuku Moetara before the same was executed by him.

Charles E. Nelson.

I, Theodore Minet Haultain, the Trust Commissioner under "The Native Lands Trust Commissioner's certificate. Frauds Prevention Act, 1870," for the District of Auckland, do hereby certify that I have with, respect to the within-written instrument and the alienation thereby witnessed, made the inquiries directed by the said Act, and do certify that I am satisfied with the result of such inquiries.

T. M. Haultain,
Trust Commr.

Dated this 30th day of August, 1875.

759 c.

Received for Registration at 10 a.m., 1 Sep., 1875. Registration.

[l.s.]

M. Hamilton,
Dep. Registrar.

A True Copy of Original Deed, Maori Précis, Certificate, and Endorsement.

H. Hanson Turton.

Wellington, March 3rd, 1876.

CROWN PURCHASE: DEEDS—No. 90
PAKANAE No. 3 BLOCK, HOKIANGA DISTRICT OFF SEVERAL

1875. 18 June. Hokianga District: This Deed made the eighteenth day of June 1875 Between Her Majesty Queen Victoria on the one part and Te Waharoa, Rawiri Te Tahua, Wiremu Pakanae No. III. Rangatira, Wiremu Tauī, Timo, Ngawati Remo; Keroama Tauehe; Hauraki Rewha, and Tawio Pouroto of Hokianga aboriginal Natives of the Colony of New Zealand (hereinafter called "the Vendors") of the other part Witnesseth that in consideration of the sum of one hundred and ninety nine pounds six shillings and three pence by Her Majesty paid to the Vendors Receipt for £199 . 6 . 3. on the execution hereof (and the receipt whereof is hereby acknowledged) the Vendors do and each of them doth hereby surrender convey and assure unto Her said Majesty all that block of land containing Three thousand one hundred and eighty nine acres or thereabouts known or called Pakanae No. 3 as the same is more particularly described in the Schedule hereto and delineated on the plan drawn on this Deed and colored red together with all rights and appurtenances thereto belonging or appertaining. To hold the said land and premises with the appurtenances unto Her said Majesty Her Heirs and successors forever. In Witness whereof the Vendors have hereunto set their names the day and year first above written.

Te Waharoa.

Rawiri Te Tahua.

Wiremu Rangatira.

Wiremu Tauī.

Timo his x mark.

Ngawati her x mark.

Remo.

Kereama Tauehe.

Hauraki Rewha.

Tawio Pouroto.

Signed by the said Te Waharoa; Rawiri Te Tahua, Wiremu Rangatira, Wiremu Tauī, Timo, Ngawati, Remo, Kereama Tauehe, Hauraki Rewha and Tauroa Pouroto, after the contents had been explained to them by an Interpreter of the Court and they appearing clearly to understand the meaning of the same. In the presence of—

Henry A. H. Monro, Judge Native Land Court.

Wm. Bridson, N.L. Court.

Schedule.

Boundaries. [3,189 acres.]Bounded—Towards the North by the Whirinaki River; towards the East by the said river, and the Pukehuia Block nine hundred and fifty (950) links, six hundred and three (603) links, two thousand seven hundred and eighty-eight (2788) links, eight hundred and ninety-six (896) links, seven hundred and thirty-two (732) links, one thousand seven hundred and twelve (1712) links, five hundred (500) links, one thousand two hundred and thirty-three (1233) links, two hundred and sixty-four (264) links; seven hundred and eight (708) links; nine hundred and eighty-five (985) links, eight hundred and six (806) links, and eight thousand three hundred and sixty-four (8364) links; towards the South-east by the Waimamaku Block five thousand eight hundred and five (5805) links; towards the South by the Pakanae No. 1 Block thirty-nine thousand eight hundred and fifty (39850) links; and towards the West by the Okopako Block two hundred and fifty (250) links, one hundred and ninety-four (194) links, one hundred and forty-eight (148) links, three hundred and thirty (330) links, three hundred and eighty-one (381) links, three hundred and forty-nine (349) links, two hundred and thirty-eight (238) links, one hundred and eighty-four (184) links, two thousand three hundred and five (2305) links; four hundred and seven (407) links, five hundred and eighty-two (582) links, and five hundred and forty-nine (549) links, and by lines five hundred and twelve (512) links, two hundred and forty-eight (248) links, one hundred and eighty (180) links, and three hundred and seventy-six (376) links.

Maori précis. He pukapuka tuku rawa atu tenei na Te Waharoa, Rawiri Te Tahua, Wiremu Rangatira, Wiremu Tauī, Timo, Ngawati, Remo, Kereama Tauehe, Hauraki Rewha, Tawio Pouroto i tera whenua katoa tona ingoa ko Pakanae No. 3 kia Wikitoria Kuini o Ingarangi ki ona uri ki nga Kingi ki nga Kuini i muri i a ia ake tonu atu. Ko te utu mo taua whenua kotahi rau e iwa tekau ma iwa pauna e ono hereni ine te toru kopa (£199 . 6 . 3) Ko te nui e toru mano kotahi rau e waru tekau ma iwa eka koni ake iti iho ranei. Ko nga rohe enei. Ki te Kotiu ko te awa o Whirinaki kite Marangai ko te awa o Whirinaki ko Pukehuia he whenua kua oti te ruri ki te Marangai ma Tonga ko Waimamaku, ki te Tonga Pakanae No. 1 ki te Hauauru Tuaraki Okopako he whenua kia oti te ruri.

Charles E. Nelson,

Interpreter under Native Lands Act, 1873.

Trust Commissioner's certificate. I, Theodore Minet Haultain, the Trust Commissioner under "The Native Lands Frauds Prevention Act, 1870," for the District of Auckland, do hereby certify that I have, with respect to the within-written instrument and the alienation thereby witnessed, made the inquiries directed by the said Act, and do certify that I am satisfied with the result of such inquiries.

T. M Haultain,

Trust Commr.

Dated this 30th day of August, 1875.

758 c.

Received for Registration at 10. a.m. 1 Sept, 1875.Registration.

*M. Hamilton,
Dep. Registrar.
A True Copy of Original Deed, Maori Précis, Certificate, and Endorsement.
H. H. Turton.
Wellington, March 9th, 1876.*

Note: Pakanae No 2 block was a reserved Wahi Tapu area.

WAIMAMAKU

1870: Waimamaku Block: plans 2014: Comprising 2650 acres: dealt with 10th of October 1870. A certificate of title for Waimamaku was awarded to Tiopira Rehi (Kinaki) and nine others. A list of 120 persons interested as owners was registered, as required by section 17 Native Lands Act 1867.

In respect of the Wairau, a certificate of title was issued to Hapakuku Moetara and nine others and a list of 54 owners was registered. The Wairau block was said to have been put through the court to determine title for a flax lease.

Waimamaku Block, about 15,000 Acres;

Soil good: nearly all forest, but broken: The Waimamaku Valley would carry some twenty or twenty-five families of settlers, where the land is level and of easy access from the coast: A little but not much kauri on this block.

Kahumaku Block, 8,517 Acres;

All forest: the soil good: a good part of this block is level, lying on the Waoku plateau.

WAIMAMAKU BLOCK SURVEY AND SALE...

Note: The Court awarded Maori ownership of the Wairau and Waimamaku No 1 blocks in 1870.

Surveys were necessarily slow, costly undertakings and the acceleration of government purchasing and increased control over survey procedures gradually built up a backlog of uncompleted transactions. Although Brissenden was not allowed to appoint his own surveyors, the inspector of surveys, Theophilus Heale, arranged for S Percy Smith, his deputy in the Auckland office, to oversee and organise survey operations in the north.

In September, October and November 1874, Percy Smith had discussions with McDonnell, Brissenden and Nelson to arrange the Hokianga survey. From December 1874 to June 1875, he was based at and around the Hokianga. He had 12 men under him, including his brother, Frank (F S) Smith.

In January and early February, he began negotiations with local chiefs about block boundaries: Hapakuku Moetara on the Pakanae boundary; Peneti and Hapakuku Moetara about the boundaries of Raeroa, Waimamaku and Pakanae; and Te Whata and Akatiti about the Waimamaku boundary. A difference of opinion existed between Te Whata and Peneti about the Waimamaku/Kahumaku boundary, but this did not impede the survey.

Mana whenua was not equated with “ownership”, or with rights to use or have access to the resources on it. Rights of use only belonged to individuals or to individual families. Such rights were inherited from ancestors or acquired through enterprise. And, as the feud between Te Whata and Moetara over fishing rights on the Waimamaku River demonstrated, were jealously guarded. Individuals claimed specific rights to eel weirs, bird trees, rat runs and cultivations and could protect these from poachers by erecting rahui (posts) which declared the resource tapu. Its violation could lead to some supernatural penalty. Such rights were handed on from generation to generation, with the chief providing control and overall protection, in exchange for which he could expect tributes and services of various kinds. Mana whenua thus differed greatly from the idea of “ownership” in the European sense. Even when this notion was introduced with colonisation and its agency, the Native Land Court, it remained alien to Maori people.

The survey of the Waimamaku No 2 block was part of the wider Hokianga survey. The Waimamaku block survey occurred at the same time as the adjacent Kahumaku block. The initial survey map was not completed in time for the Court's hearing into ownership of the land in May 1875. To meet the deadline the Deputy Chief Surveyor of the Auckland province compiled an initial sketch plan of the external boundaries of the Kahumaku and Waimamaku No 2 blocks. These 2 blocks were combined at the request of Maori resident in the area. Within this sketch plan was 3 areas labelled “reserve” including areas known as Kaharau and Te Taraire.

The Wairau Wahi tapu and a further reserved area were identified in the adjacent Wairau block:

The sketch plan did not meet the survey standards under the Land Act 1873 but was accepted by the Court and the parties for title determination. It was acknowledged as being incomplete at the hearing. The Court awarded Waimamaku No 2 to the descendants of 4 ancestors that incorporated Te Roroa, and related groups:

The sale process was separate from the title determination. The initial survey map was ultimately rejected by the Chief Surveyor and a second map was compiled in Auckland some months later from adjoining surveys for the Crown purchase of the land. This map outlined the external boundaries of the Waimamaku No 2 and Wairau blocks. The latter included the Wairau Wahi tapu reserve:

The areas that had appeared as reserves, including Kaharau and probably Te Taraire, on the initial map were not outlined on the second map. The second map was placed on the Crown's purchase deed. The Court confirmed the Crown's purchase on 10 January 1876 at the same time as it issued the final grants for the block. A Crown surveyor subsequently undertook a check survey of Waimamaku to confirm which areas were Maori land and which areas were Crown lands. The check map included reserves similar to those in the first survey map. Nothing appears to have been done to check the anomaly:

On 31 January 1876, Waimamaku owners applied to partition the block, suggesting that they believed that they had retained some Waimamaku lands after the sale:

PURCHASE BY THE CROWN OF WAIMAMAKU NO 2 WHICH INCLUDED RAEROA AND KAHUMAKU BLOCKS...

An application for the title of Waimamaku No 2 was lodged on 4 February 1875 by Tiopira Kinaki, Hapakuku Moetara and Te Rore Taoho for Te Roroa. An application for the title of Raeroa and Kahumaku was lodged on 4 February by Te Whata, Nopera, Hone Tautahi, and Komene Poakatahi for Ngati Ue. A hearing scheduled for the March sitting of the Hokianga court was adjourned as no plans were produced. Brissenden attributed this to Smith's serious illness and Nelson's absence;

The court began its adjudication on 12 June 1875. Judge Monro presided with Wiremu Hikairo as assessor. Percy Smith, Brissenden, Nelson and Preece were all present. The district officer, William Webster, had no objection to the case proceeding. As Waimamaku overlapped Kahumaku it was agreed that the two claims should be heard together. A "tracing" of Waimamaku was produced in court, which was obviously the sketch plan 3268 compiled and approved by Smith the day before. Te Whata affirmed that the boundaries on the map were correct. Tiopira and Peneti said that they knew the land on the map. Clearly they were all referring to the "tracing produced of Waimamaku". Hokianga stated he knew the land described on the plan of Kahumaku, clearly a reference to Davis's plan which was also produced. Komene Poakatahi subsequently pointed out that "the line shown on the map as the East boundary of Kahumaku is not a Pakeha line ... It is an old Ancestral boundary". Most of the evidence concerned old rivalries between Te Roroa, Ngati Ue, Ngati Pou and Ngaitu and the Waimamaku-Kahumaku boundary. Judgment was delivered on 18 June in favour of the descendants of Tarahape, Taitua and Te Whareumu. In other words the claims of all the Hapu were recognised. The court then adjourned to allow the claimants to decide on names that should be on the memorial of ownership.

Judge Monro ordered a memorial of ownership naming Heta Te Haara of Te Roroa, Hone Mohi Tawhai of Mahurehure, Ngakuru Pana of Ngati Pou, Te Whata of Ngaitu and Hetoro Waipapa of Ngati Ue for the whole block including Kahumaku, to be called Waimamaku No 2 be inscribed on the court rolls. Having accepted the list of owners supplied by the claimants themselves under section 46 Native Land Act 1873, the court was not legally required to list the names of all the owners on the memorial. Yet the identification of all the owners should have been a pre-condition of all land sales.

The deed of sale for Waimamaku No 2 block was dated 10 January 1876. It was signed by the five Maori owners in the presence of the resident magistrate in Hokianga, Spencer von Sturmer. The block sold contained 27,200 acres which was the total acreage on Kensington's plan. The payment price was 1203 pounds. 6s. 6d. The description of the boundaries in the schedule refers to Kensington's plan ML 3278A and includes Kensington's links. The plan attached to the deed of sale is a copy of Kensington's plan ML 3278A, renumbered 3278, signed by von Sturmer and the sellers. No reserves were cut out of this plan.

On 17 January 1876, Preece submitted a report on the Waimamaku purchase to the Native Department, noting that he had completed the purchase of Waimamaku and that the Kahumaku block had been included in the same deed (H3:74-5). Little is known about its contents.

The Native Land Purchase Department had been merged with the Native Department from August 1875 and the report was in the department's records destroyed in the Parliament Buildings fire of 1907.

1887: When the Waimamaku block was surveyed for subdivision in 1887, Te Roroa wrote letters, petitioned Parliament, and made personal representations seeking recognition of Kaharau and Te Taraire reserves as well as other smaller Wahi tapu.

In **1894**, the Native Affairs Committee of the House of Representatives recommended a Royal Commission be appointed to examine issues associated with Kaharau and other reserves in the Waimamaku block. The government did not accept the recommendation:

In 1902: government officials were informed of the discovery of burial caves at Kohekohe on land that would have been part of the Kaharau reserve. At a meeting at Rawene called to discuss the discovery of the Taonga, the local Resident Magistrate encouraged those present to let the Native Affairs Minister, James Carroll, hold upon trust the koiwi and waka koiwi in the Auckland Museum. At the same time they requested that a portion of Kaharau "which has been taken in mistake" be returned to them:

Te Roroa further petitioned the Crown in 1907. The petition was referred to the government for favourable consideration by the Native Affairs Committee of the House of Representatives but no action was taken. There was another petition in 1925 and finally a fourth petition in 1930, after which the Chief Judge of the Native Land Court directed Judge Acheson of the Native Land Court to hold an inquiry:

The Acheson inquiry found in favour of the Te Roroa petition and recommended the return of the urupa and any section of Kaharau that remained in Crown ownership. The Chief Judge of the Native Land Court did not support the inquiry finding. He noted that the land in question was no longer Crown owned land and that local Maori would be averse to paying compensation to the landholder:

1933: Te Roroa petitioned again but the petitioners were informed that the land remained in private ownership:

Te Waoku Block, 17,650 Acres;

Eastern side of the Waipoua Forest, this is an extensive tableland, about 2000 ft. above sea-level, lying between the Hokianga and Kaipara districts. All forest; the soil good, generally level or undulating: Situated on the Waoku plateau.

Te Waoku No, 28,017 Acres;

All forest; soil good, broken: Occupies the eastern slope of Waoku plateau.

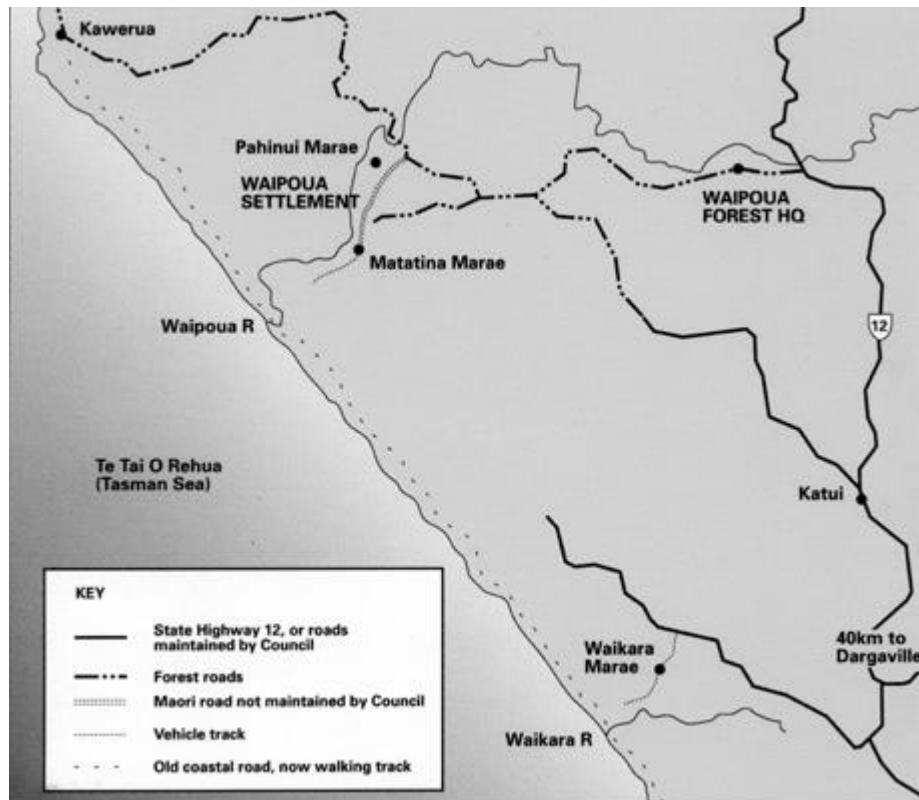
Tutamoe Block, 31,576 Acres;

Nearly all forest, soil generally good; the western part of the block a good deal broken. It contains a few small alluvial valleys of excellent quality. Probably a good limestone will be found to exist in this block.

Crown purchased 30,671 acres: all this at one shilling per acre: Total 3,235 pounds.

9

THE CONTENTIOUS PURCHASE OF WAIPOUA AND MAUNGANUI



Waipoua Settlement

Note: The purchase of these next two blocks of Waipoua and Maunganui by the Crown would eventually become a thorn in the Crown's butt with continual ownership rights being argued right up into the 21st Century when a final settlement was made to Te Roroa by the Crown.

The following accounts will give the reader some idea of why this was.

Note: All records of letters and personal accounts are as written with grammar and spelling unchanged...

2008
IWI EXPECTS \$9 MILLION

Treaty settlement likely soon: Dargaville News
Wednesday, 24 September 2008

The longest running treaty negotiation to date involving Waipoua iwi Te Roroa is likely to be settled this week.

The government is to make Te Roroa an offer of \$6 million which will offset costs of purchasing the properties, according to a leading Labour Party spokesman.

Labour Tai Tokerau candidate Kelvin Davis says the settlement means Te Roroa will not need to borrow to buy deferred selection properties.

Negotiations between the Crown and Te Roroa took 13 years before a deed of settlement was signed in 2005. Support for the settlement legislation had been delayed because of concerns over Te Roroa's ability to buy some properties without incurring a debt, and the return of the sacred sites of Kaharau, Te Tarairaire and Kohekohe taonga.

The settlement package contains a formal Crown apology, cultural redress including the transfer of 24 areas of Crown-owned land of special significance to Te Roroa, and a \$9m combination of Crown-owned land and cash. It is good that Te Roroa will finally get redress with the return of their lands to them, says Mr. Davis. It will help iwi in the healing process and allow them to progress into the future. This settlement lays down the foundations for Te Roroa to make secure economic gains going forward which is long overdue, he says. I am pleased that the Crown has acted to settle this claim after such a long time, and I am especially pleased for Te Roroa who have had to work extremely hard for this settlement. Te Roroa Whatu Ora Trust Board chairman Alex Nathan says getting to this point is good and will allow iwi to begin stages of economic and social development for the benefit of its entire people.

Mr. Nathan says the claim area, which includes two small sections in Dargaville Township, only involves Crown-leased land and will not involve any private land.

(Note: This last statement is questionable as the Mold's section at Waikara was a freehold title.)

A spokesperson for Minister of Treaty Negotiations Michael Cullen's office says the third and final reading would be happening this week and the legislation was expected to get broad parliamentary support.

1875

By 1875 it was essential to establish ownership of lands on the Northern West Coast of Ripiro, New Zealand, situated between the Hokianga Harbour and extending down to the Maunganui Bluff, south to the Kaiwi Lakes, east into the Kaihu Valley and on down to the Northern Wairoa River, as the Crown moved in with their cheque book.

Note: All parties involved were claiming the areas based upon ancestry, occupation, and conquest.

Waipoua Block, about 41,000 Acres;

Two-thirds forest, the soil generally excellent, a continuation of the volcanic soil of the Maunganui Block. Part of this block is a good deal broken, but some level and extensive flats are found on the plateau along the eastern boundary: Contains a good deal of kauri along the Waipoua and other streams.

Maunganui Block, 38,000 Acres;

About one-third open, the rest forest, with the exception of some 5,000 or 6,000 acres on the coast. The soil of this block is excellent, of a volcanic nature. A valuable forest of kauri timber is found on the south-east part of the block, adjoining lands already let for the sake of the timber.

THE FINAL CONTENDING PARTIES WERE...

1/. Parore Te Awha: from Ngapuhi, Ngati Whatua and the original tribe Ngati Rangi: Parore was considered to be Ngapuhi through his mother's bloodlines, and adopted the Hapu of his grandfather Taramainuku '**Te Kuihi**'. Parore was supported by Ngapuhi.

Ancestry Line; Toa-Paikea-Taramainuku-Toretumua Te Awha-Parore Te Awha

2/. Tiopira Kinaki: from Ngati Whatua and the original tribe Ngati Rangi through marriage his Hapu became "Te Roroa": Tiopira was supported by his Hapu Te Roroa and Iwi Ngati Whatua.

Ancestry line; Toa-Tiro-Te Waiata-Taoho-Taua-Tiopira Kinaki

Note: Tiopira took on a chiefly role with Te Roroa who had been isolated by Ngapuhi to the east of the Waipoua forest.

By 1876 Parore was a very old man and consequently had become a very passive gentleman. This enabled Tiopira to become very prominent in the Waipoua and Maunganui Bluff areas. As well he was a very clever and cunning man.

Both Parore and Tiopira would mention a right to these areas via a lineage back to Toa of Ngatiwhatua or to subsequent ancestors who inherited areas within the region.

Through age, family ties and conquests I believe Parore had more rights.

KNOWLEDGE REVISITED FROM JOURNALS "THE EARLY CHARACTERS"

Note: The descendants of Toa's first and senior wife, Waitarehu, included Te Taua, Tiopira Kinaki's mother who married her cousin Te Rurunga. Tiopira himself married his second cousin Marara Mahuhu from Waimamaku.

From written knowledge Tiopira Kinaki was the son of **Te Rurunga** and Te Rore Taoho's half-sister, **Te Taua**. He was born about 1819-1820 at Tarawapoaka/Pokapu Kaihu, a Kainga of his maternal grandfather, **Taoho**. His father was killed at Poneke (Wellington) on the expedition of Tuwhare and his early education was undertaken by his grandfather, Taoho, as befitted a child of high rank. After they moved to Waimamaku he almost certainly came under the influence of the Wesleyan missionaries, learnt to read and write in his own language and was baptised "Tiopira" (Theophilus).

As a youth he was present at Waiwhatawhata when his maternal uncle was slain.

After Parore Te Awha left Waipoua about 1836 his mother returned to Waipoua to live. Three years later Tiopira Kinaki and Te Roroa from Waimamaku followed. The first potatoes they planted at Waikara were pulled up by Parore. They then planted kumara which he did not pull up.

After this, Governor Hobson came and Tiopira went to the Hokianga to see him. He was also at Waikara when governor Hobson's emissary, Captain Symonds, passed through re the signing of the treaty. He was probably too young to sign the Treaty but he supported the Kaupapa.

During the war of Hone Heke he fought alongside his cousin, Hakaraia. According to tradition, he and F E Maning, the Pakeha-Maori who became a Native Land Court judge, were comrades in arms.

During the war he went to Waimamaku and married a woman of rank and great beauty, his second cousin, Marara Mahuhu. Their marriage merged three blood lines from Toa and provided a symbolic link between the three Te Roroa Kainga, Kaihu, Waipoua and Waimamaku. Their eldest children were born at Waipoua.

In 1850 Tiopira moved to lower Waihou on the Hokianga to assist his wife's Te Rarawa relatives in the timber trade and became known as Tiopira Rehi (expert). By the close of the 1860s he was based at Whenuahou, Waipoua, but he continued to live and work at Waimamaku, Kaihu, Kawerua, and Maunganui Bluff, the latter two being summer residences where canoes were built and fish caught and dried. Te Roroa engaged in gum digging and

small-scale trading at Kawerua under Tiopira's chiefly management. His cousin, Hapakuku Moetara, directed economic activities at Waimamaku, and his uncle, Te Rore Taoho, at Kaihu and Maunganui Bluff.⁸

THE VERSION OF EVENTS FROM THE CAMP OF PARORE...

Note: grammar and spellings are; as were written in the following accounts...

Taurau, brother of Te Tirarau the Paramount chief stated; *Roroa tribes came and settled at Kaihu without any right to do so - my father Kukupa came from the Waipoua and destroyed their plantations two years in succession (Note - about 1795 - 1800) – Kahu Kore told her son Taoho (Note - of Te Roroa) to go to Kukupa (Note - of Ngapuhi) and leave off destroying plantations and to leave Kaihu as a settlement for him until he died – Kahu Kore was an old woman and Kukupa consented to allow Taoho to live at Kaihu.*

Note: Kahu Kore was the mother of Taoho. The husband of Kahu Kore was Taoho's father Te Waiata. Note: referring to Te Roroa shifting in for a decade pre 1806 before they were driven off by Ngapuhi proper.

*Tiopira was allowed to live on this land by my tribe (Ngapuhi) (ancestors) Roroa tribe live on this land until the battle at Te Ika a rangauui (1825), at that time I was living at Waipoua with Parore. Tiopira's ancestors lived at Kaihu.*⁹

Note: Tiopira and Taoho were Te Roroa and were allowed to return. Re the Te Kaha and Te Kairau peace agreement with Hongi Hika in 1823-4...

Parore Te Awha states to the court: *Taoho (Te Roroa) set up a rahui (meaning - a reserve, restriction on access, prohibition) at Maunganui, (1795) it was a boundary for Kukupa and Te Awha (Ngapuhi). This was to stop us from coming on this (south) side of Maunganui (meaning south side). Taoho then said that he was the cause of Kukupa (Tirarau's father) living at the Kaihu. My father (Te Awha) heard this and got up and cut down the rahui and threw it away. Taoho heard of this and he came to Waipoua and Te Awha said to Taoho, “**does this land***

⁸ SOURCE: ANGELA BALLARA

MARSDEN, S. LETTERS AND JOURNALS. ED. J. R. ELDER. DUNEDIN, 1932 NGATA, A., COMP. NGA MOTEATEA. 3 VOLS. WELLINGTON, 1959--70 SMITH, S. P. MAORI WARS OF THE NINETEENTH CENTURY. 2ND AND ENL. ED. CHRISTCHURCH, 1910

⁹ SOURCE: (EVIDENCE BY TAURAU, KAIPARA MINUTE BOOK 3, PAGE 127 - 128 CONCERNING CASE OF WAIMATA, MONDAY 24TH MAY 1875)

belong to you, there is the land belonging to your ancestor "Tehe"-(lady with chin moko/tattoo) at Muriwhenua".

Note: Referring to the land to the far north from where the ancestors of Ngati Whatua had descended.

Parore x examined by the court;

My father and Taoho, I and Te Puhi and Taoho and Taramainuku: We went to the West Coast and from a circumstance that happened on the road caused us to be called Te Whanau Tikotiko.

(Note: Meaning = Whanau = Family: Tikotiko = settle upon (as the frost), stand out, and protrude. (The family stands out) ¹⁰

Parore added: *We lived at Kaihu (Note - now Dargaville) and Pokaia came from Waimutu to fetch my mother away and she was taken to Te Tuhuna (Note - a pa at Mataraua) at Kaikohe and all the children were taken away with her and Taoho was left on the ground. (Referring to events of 1805) He lived there amongst the Ngapuhi (Parore's fathers people for a short period) and the Ngapuhi (note - referring to his relations of the Kaikohe Ngapuhi proper via his mother) came to murder the Te Rore people. (1806-7) Hukiumu and Te Tako (Note - Reads and spelt in 19th Century Maori Wars as Hekeumu and Te Toko) were the cause of it. (Note - re Otamatea adultery in 1804) They were the head of the party. They (Ngatiwhatua) declared war on account of a woman belonging to them (Note - as already mentioned re Pokaia) they came to Kaihu and killed people at Te Waituna inland at Waimamaku, the (second) murder was committed there (referring to another fight in 1806). This was the cause of the war (from 1806 to 1825) and for this cause I am put off the land (Note - Temporally referring to lands extending from Waipoua, Maunganui down to Kaihu, Dargaville, as a section of Ngaitu came and dwelt there as subalterns of Ngapuhi proper between 1806 - 1824). I suppose my father was engaged in the war and for this cause I was called a murderer by the people outside.¹¹*

The Kaihu case;

21st February 1871, Mr Bamara, Licenced Surveyor, stated: *When he got to Wairoa he met Parore and Pirikia who requested him to make the survey.*

10 SOURCE: KAIHU CASE: 21ST FEBRUARY 1871, (KAIPARA MINUTE BOOK 2:198 (PAGE 205)

11 SOURCE: (REF – KAIPARA THE MINUTE BOOK 2:204)

He commenced the survey at Maugatara. He states that: *18th April 1870 was the first day they met with opposition when surveying. The Te Rore said the survey should not go on. Te Rore told them he would break their instruments.*

Mr Bamara stated: *that the survey was finished but he has not been paid for it by the natives yet.*

Parore stated: *that the map produced was of the land and he ordered the survey. He said he claims the land and he is the sole owner with Pirika the other owners are all dead.*¹²

Parore claims from "Toa";

Parore claims it **(Kaihu)** from Ancestor ship from Toa who was of Ngatiwhatua.

Tiopira stated he opposed the claims of Parore to Kaihu and his witness is Te Rore Taoho.

Tiopira Kinaki states that Parore's statement is incorrect. Tiopira Kinaki states that he claims the land from ancestry and also occupation. He states *the whole of my ancestors have reoccupied this land down to myself, seven generations. I have cultivated on the land in this map. We came to Kaihu in 1830 to live at Kaihu and Te Rore has lived there ten years from 1861. There was a dispute about this land formally the dispute was on account of Kaihu not for land at the Wairoa.*

The fight was at Te Waitotonui. This is outside the Map on the Kaihu Mountain. My ancestors came back again and fought them at Te Nauoteraora this is inside the map. The people of Parore then left these lands and went to live on the Wairoa. We were the conquerors and my ancestors reoccupied the land.

1806: Parore states: *They (referring to Ngatiwhatua) were the head of the party.*

They (Ngapuhi) declared war on account of a woman belonging to them they came to Kaihu and killed people at Te Waituna inland at Waimamaku, (South Hokianga) the (2nd) murder was committed there. (Approximately 1795)

*This was the cause of the war and for this cause I was put off the land. **(By Ngapuhi proper as they took the women and children to the Kaikohe district. Approximately 1807)***

I suppose my father was engaged in the war and for this cause I was called a murderer by the people outside.

THE VERSION OF EVENTS FROM THE CAMP OF TIPIRA...

Somewhere about the year 1800, there was a dispute about lands in the Kaihu Valley, then occupied by some of the Roroa tribe and their relations, and Taramainuku their chief was driven from Waipoua by a war-party of other Roroa people of Southern Hokianga, under the leadership of Te Waiata.

(Note: Te Waiata and Taramainuku were cousins)

Taramainuku settled down in the Kaihu Valley, but not in peace, for shortly afterwards Te Waiata followed him up, and defeated him in a battle fought at Wai-tata-nui. This was succeeded by another defeat at Te Hau-o-te-raora, which caused Taramainuku and his people to flee to the Wairoa river, where they settled, whilst Te Waiata, his brother Te Maunga, and the former's son Taoho, settled at Opanaki/ Kaihu.

Note: The compiler notes that realistically it was probably Te Waiata who was driven into the Waipoua by Rori of Ngapuhi, seeking shelter at the Pa of Taramainuku. The decision by Taramainuku to move south was probably because of there not being enough room for them all at the Pa and the constant bickering over natural resources would have been the final straw. Also Te Waiata was the eldest in line from Toa. This being the reason why Parore moved back as Paramount Chief about 1820 after Ngapuhi proper took control: by this time Parore was the eldest in line for his generation, from Toa.

Taramainuku could well have moved to the Northern Wairoa freely knowing that his eldest living grandson would eventually inherit the land as of right through blood lines, age and the over lords of Ngapuhi.

Continuing on;

Tiopira Kinaki of Te Roroa stated: *After a time (several years) the Ngaitu came from Whangape with their chief Te Tahua and came and lived at Waimamaku. His father Te Karauna went and lived at Kaihu with my grand Uncle Taoho. (Note - 1795 - 1806) He stayed there many years and then came back to Waimamaku. (1825) They lived together until the time when they turned upon Roroa. (1846 re fight over Tiopira's wife)*¹³

13 SOURCE: (EVIDENCE SWORN BY TIPIRA KINAKI, NORTHERN MINUTE BOOK 2 PAGE 188 - 189, CONCERNING CASE OF WAIMAMAKU, 12TH JUNE 1875)

PARORE IS NGAPUHI BECAUSE PAIKEA IS A BASTARD...

Tiopira Kinaki stated that: Parore is an Ngapuhi for five generations and they have come to dispute the land with him.

Tiopira states - Te Roroa did not die from fighting they died a natural death (sickness) the others were fought with and destroyed.

Tiopira states that: the fight was before Te Ika a rangnui 1825.

He states: that when Governor Hobson came to the country (1825), Parore was in occupation of the land and also Tiopira's elders. (Page 202)

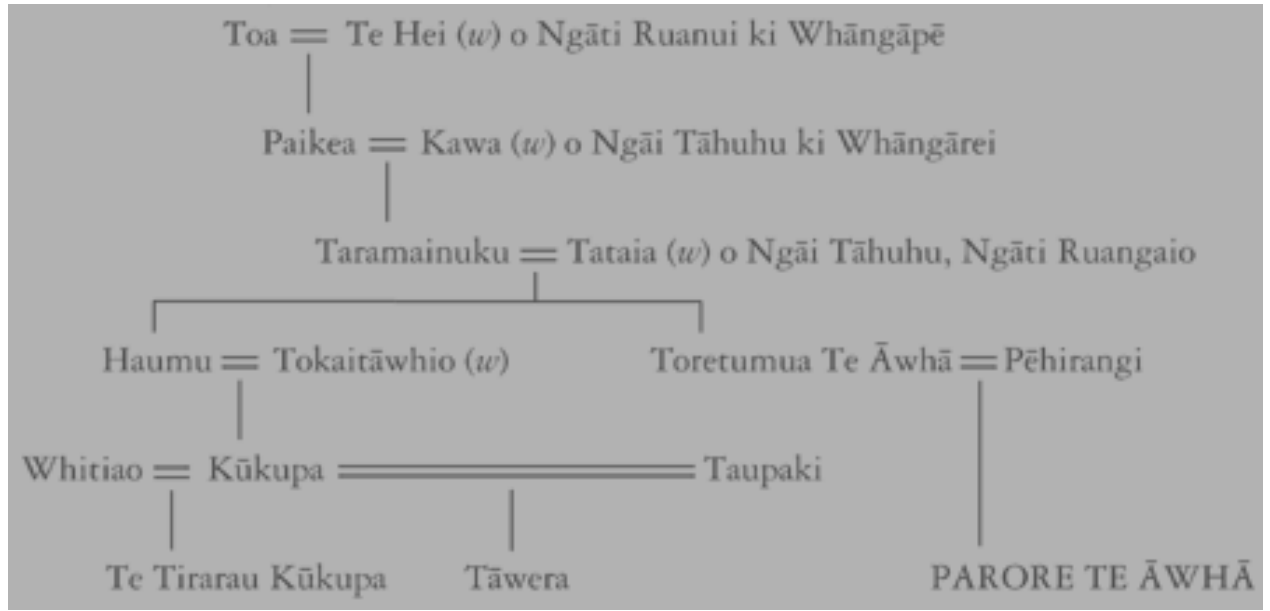
Te Rore Taoho stated: that Tiopira's evidence is correct. He stated: that the map is incorrect and he objects to the survey of the land.

Te Rore Taoho states: I have a claim on the whole Block there is not a position of it that I have not a claim on. Te Rore objected to Parore's claim because he is Ngapuhi.

Parore is Ngapuhi because Paikea is a bastard;

Te Rore Taoho stated: "Parore is Ngapuhi because Paikea is a bastard. Paiked's wife was Kaara they begat Taramainuku, his wife was Te Taia they begat Taretumua Te Awha his wife was from Ngapuhi they begat Parore who is now living. Parore's wife was Tawera, Tirarau's sister they begat Wata Parore (murdered). Parore was from Toa but he is Ngapuhi from the line of Taramainuku to the present time and he has been my enemy from that time to now.

Note: The final outcome from these discussions or game of wits would be made by the court in 1876 with Parore having a slight edge over Tiopira with his bank account looking the better. This can be read further on in this journal...



10

*THE NATIVE LAND COURT INVESTIGATION OF
OWNERSHIP TO MAUNGANUI AND WAIPOUA*

1875

Note: Once again copies of original documents have grammar and spelling mistakes as per recorded. This gives them authenticity.

SUMMARY

Note: The circumstances of what transpired in the cases of the Waipoua and Maunganui Blocks are very well documented and should be beyond dispute. But is it??? 'No' says I... Each of the following statements can be fully substantiated by comprehensive documentation on file in the New Zealand archives...

In the 1870's, Chief Parore Te Awha was living on his estate at Kaihu Valley (Dargaville). He was, by now, an elderly man and very well known as the chief of the district. Tiopira Kinaki, who was relatively unknown, had been in residence at Parore Te Awha's Waipoua Forest settlement with his Hapu since about 1840 and were the remnants of Te Roroa people allowed, by Ngapuhi, to come out of exile and live as squatters on Parore's land. At the beginning of October 1874, word came to Chief Parore Te Awha, that Tiopira Kinaki of Te Roroa, along with traditional allies, Ngatiwhatua and Uri o hau, had taken large deposits from purchasing agents for the sale of Parore Te Awha's land extending from the Waipoua Forest to south of Maunganui Bluff. Also Wi Pou who held a legitimate claim to lands to the eastern side of the Waipoua Forest and who had become allied with Tiopira Kinaki engaged the government surveyors, Barnard and Stephens to do a "private survey" of the areas just south of the Bluff on Parore's land. The location in question was where Ngapuhi chiefs Te Kaha and Te Kairua had maintained their forward base camps during the era of the Musket Wars until 1825.

Once Hongi Hika had decimated Ngati Whatua and reduced their numbers down to a little over 200 survivors in the battle of Ika a Ranganui of 1825, these Ngapuhi chiefs had moved back to Kaikohe. Parore reassumed full control of the whole region thereafter. Fifty years later, in 1875, the Hapu Wi Pou, composed of about forty individuals, wished to create for

themselves two reserves there on the south side of the bluff, between the sea and a small lake, and would call the reserves Manuwhetai and Whangaiariki.

1875

NOTE: PARORE TE AWAHAWA WAS ENRAGED BY THIS ATTEMPTED THEFT AND COMPLAINED TO THE GOVERNMENT IN A LETTER DATED 21ST FEBRUARY 1875 AS FOLLOWS...

On the 21st of February 1875, Parore wrote to Sir Donald McLean stating:

Friend greeting,

have a word to you about Maunganui and Waipoua and up to the top is mine and it has been surveyed and I then went direct to Maunganui and I then wrote direct to the surveyor and stated that the survey should stop at Waikara [2.7 miles or 4.3 kilometres north of Maunganui Bluff summit].

Hone Mohi Tawhi took my letter to the Surveyor Mr Wilson [A government surveyor being guided through the district by Tiopira Kinaki]. The Pakehas would not listen to stop at Waikara. I then returned to the Wairoa and Mr Preece said to me the word to me was that I was to desist from going to Maunganui. I then said I will not desist from going, for if I do, but if it (the survey) stops at Waikara, I will not go back.

Then Mr Preece said to me if Waikara is left behind it will be wrong. It was then I said my slow word (I reluctantly said) let the matter be settled in the manner of our ancestors and fathers.

Then Mr Graham said let it be left for the law to look into [W.A. Graham was Parore's Surveyor] - Enough I will return there only once more and that will be the end.

That is why I write to you. My land has all been surveyed. My word was that the land be divided at Waikara. Enough the matter rests with the administration of the law when an application is made for Maunganui, Waikara, Te Paku, Paketotara, Waima, Mangatu, Waitomi, Te Waokupu to the line of Pira, thence to the line of the timber (land) sold to Mr Monk - thence to the peg of Mr Monk's line at Ritoatehe, the line of Mr Monk's timber Paketi Te Kawa kapake ~~te peke o te Reti~~ to the peg of the land leased for flax, thence to te takahanga. [Parore here gives the boundaries of what was to become the Maunganui block].

These are the names of my pieces which are all taken by the Roroa one is Te Uruti [South of the Bluff below the Waihoupai Stream] Te Kapoai is another, Te Waipohuta kawa is another, Waihoupai [River to the South of Maunganui Bluff where the entrance met the sea on the edge of Manuwhetai], Te Patapata [Western wall of Maunganui Bluff].

Enough this is the end of the names of my pieces. [referring to the coastal boundary of what became the Maunganui Block where Manuwhetai and Whangaiariki lay] If the law is strong enough to divide them it is well.

Friend Sir Donald McLean my heart is crying towards the law namely towards you. If my land is divided by the law it will be right. If it is not divided I shall be forced into the ways of the

ancestor and fathers. If my letter reaches you reply to it. Enough I have finished, from your true friend Parore Te Awha.

Beginning in March 1875, a series of Native Land Court sittings was held to cope with the outstanding cases from the area. Tiopira Kinaki applied for a Hokianga hearing into the Waipoua No 1 and Maunganui blocks “in the expectation that there he was more likely to receive justice”. Having obtained an order from Judge Maning for the Koutu reserve he had confidence in him. But Maunganui was scheduled for a May hearing under Judge Symonds at Kaihu and Waipoua was advertised for a later hearing at Hokianga.

At the May hearing tension ran high. Tiopira’s party arrived armed and camped downstream demanding the court be held there. But eventually they handed over their guns to the court clerk and attended at Kaihu.

Before Maunganui was called, Tiopira and Parore contested the ownership of the Waimata block. After arguments over descent and the outcome of Te Ika-a-Ranganui, Waimata was awarded to Parore.

Preece tried to get a settlement of Maunganui but failed. Torrential rain broke up an open air meeting and Parore was “very unwell and utterly unable to advocate his own case” Although Tiopira offered him what Preece considered very fair terms, he was on his dignity and determined not to be talked down.

In court, Tiopira's case was read. Smith’s compiled map of Maunganui, ML 3253, was produced, and Tiopira requested the hearing be adjourned to the next court.

Two days later, Parore wrote to Judge Monro, stating that an arrangement had been reached (presumably between him and Preece) that he should have Maunganui and Tiopira should have Waipoua. As both blocks were part of the same tribal estate, he asked the judge to adjourn the Waipoua hearing and have the two cases heard together in Kaihu the next summer. Though Preece regretted the delay, he supported Parore's request. It would be impossible, he wrote, for Parore and Tirarau to attend the Hokianga hearing, and complications would arise unless the two blocks were heard at the same time.

Monro had the reputation of passing cases quickly through the court and awarding title to chiefs only. He was also known to favour the sale of large tracts of Maori land to colonists: *the wide extent of the uncultivated holdings of the Maori ... [were] a curse to them rather than a blessing ... every legitimate encouragement should be held out to them to part with their surplus lands to those who can make the use of them for which they were intended, care being taken that each Native has ample land secured to him for his own maintenance.*

As Dr. D V Williams in his evidence for the claimants pointed out, Monro “was an ideal Judge to suit the interests of the Crown’s land purchase agents”

On 3 July, Preece informed McLean that matters with regard to Waipoua and Maunganui were “as good as settled”. He had seen both parties and arranged to have a court sitting early in August. He had persuaded Parore to agree as the court was near his own place. He also told McLean that both Te Roroa and Parore's people had requested him to ask that Judge Monro hear the cases.

Preece was meddling in matters that were normally arranged by the court itself, picking out his judge and determining where he should sit. McLean overruled Preece's arrangements. Although he had received applications from other parties for sittings “at the more seasonable part of the year”, his intervention was unusual.

1876

The court sat at Kaihu, 27 January-3 February 1876, under Judges Monro and Symonds, with Hori Te Whetuki as native assessor.

The Maunganui claim was heard first;

Proceedings on behalf of the claimants, Tiopira Kinaki and Te Roroa, supported by Te Uri o hau, Ngati Rongo and Te Taou, all Hapu of Ngati Whatua, were conducted by Paora Tuhaere. Tuhaere was an Ngati Whatua leader who had been involved in the sales of Orakei, Manukau and other Waitemata blocks in the 1840s and 1850s and as an adviser to governments for over 30 years. Tuhaere was: both pragmatist and visionary wanting tribal ownership of lands but aware that neither Government nor the Court favored it, opposed to the sale of lands but alert to the reality that as the Crown could not be restrained from buying he could only urge his people not to sell.

Te Rore Taoho, a major claimant from his mother’s side, did not attend the court.

The counter claimant was Parore Te Awha of Ngai Tawake Hapu of Ngapuhi. His case was conducted by Taurau Kukupa of Whangarei, a brother of Te Tirarau.

Tiopira claimed the land from ancestry; Parore counter claimed first from ancestry, but also from conquest and occupation.

Common ground between them was descent from Toa.

Disagreement centered on what happened after the battle of Te Ika-a-Ranganui in 1825.

Te Roroa claimed they had never been driven off the land and were still living on it. Ngapuhi conceded that Te Ika-a-Ranganui was not fought for the purpose of taking land, but afterwards Parore had gone to live at Waipoua and the land from Wairau to Wairoa was under his mana. Te Roroa living on it was under his protection.

Te Roroa responded that only two of their people had fought at Te Ika-a-Ranganui, neither of whom was killed, and that after the fight at Waiwhatawhata, Parore fled to Kaihu. Furthermore, Parore's grandfather had been driven from Waipoua by Te Roroa Rangatira and he was descended from Toa through his slave wife, Te Hei, not from the senior line. Judgment was deferred until after the Waipoua case was heard.

On 31 January, Paora Tuhaere said that Waipoua and Maunganui were one, and the evidence for Maunganui would do for Waipoua. Taurau Kukupa said the same.
(The Native Land Court minute book contains no record of what followed)

According to Preece, the two judges found that Ngati Whatua, Uri o hau and Te Roroa were subjugated by Ngapuhi, that Ngati Whatua and Uri o hau were completely driven out, and that a portion of Roroa lived at Maunganui and Waipoua under Parore's protection and had remained there ever since.

Neither Ngati Whatua nor Te Uri o hau had any claim to the land. Those who had continued with Tiopira to live and exercise rights of ownership on the land were entitled together with Parore and his people. Both blocks being about the same size, the court awarded Maunganui, 37,592 acres, to Parore's party, and Waipoua, 35,300 acres, to Tiopira's party.

Tiopira said he would go and take possession of the land; let the court suspend judgment. Hori Te Whetuki said he thought that Te Roroa had been badly treated.

The presiding judge, Monro admitted that the assessor's expression of opinion was so contrary to the judgment itself that it could hardly be taken as concurrence. According to the law, the assessor had to concur in the judgment. The judgment could only become valid by both parties accepting it.

Hori Te Whetuki, later excused his "shouting so much for the natives at Kaihu" when he "spoke to all the assembled tribes about Maunganui on to Waipoua" to Chief Judge Fenton "my difference of opinion about Maunganui, and I was aware that we should choose different persons (as owners of that piece)".

The court adjourned to enable claimants to talk the matter over.

That evening Te Roroa made plans to take up arms and occupy Maunganui.

Taurau Kukupa later ascribed the death of his two children to the arts of the tohunga, Otene Kikokiko, who was incensed by the evidence he had given in support of Parore's counterclaim and the court's majority decision.

Preece considerably strengthened by the tact, skill and standing of H T Kemp, civil commissioner for the Kaipara, attempted to mediate between claimants and counter claimants.

The outcome was the arrangement announced in court on 3 February. Parore wrote to Tiopira and chiefs of the other side:

I consent that you should have Maunganui, and that I have Waipoua. The piece outside Waipoua [Waipoua No 2 block] to be for you only; and I also consent to the 100 at Waimata.

Tiopira wrote:

I consent to your having Waipoua and my having Maunganui.

Memorials of ownership for Maunganui, 37,592 acres, and Waipoua, 35,300 acres, were awarded on 3 February 1876 and both Tiopira Kinaki and Parore Te Awha were named on each.

A memorial of ownership for Waipoua No 2, totaling 12,220 acres was then awarded to Tiopira Kinaki and nine others, Hapakuku Moetara, Wiremu Moetara, Rewiri Tiopira, Puka, Wiremu Tuwhare, Naera, Marara, Te Rore Taoho and Peneti.

Until then Preece had been under the impression that the block contained only 6000 acres not 12,200 acres, an indication that he knew little about the arrangements made by Brissenden, Nelson and the Wilsons with the vendors.

The block was entered as Waipoua Native Reserve in the minute book and on the deed of sale for Waipoua No 1 block. The names on the memorial of ownership had been given to the court by Tiopira Kinaki. Survey plans were drawn in the office and later annexed to these memorials of ownership.

1876: REPORT ON PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS...

The original negotiations for these blocks, or rather block, the subdivisions being quite arbitrary were begun by Mr. Brissenden, who was assisted by Mr. C. E. Nelson as interpreter. At this time the land were not surveyed, and Tiopira alone was dealt with: An advance of £620 on account of the purchase at an agreed rate of 1s. 1d. per acre was made to Tiopira and friends. Subsequently Mr. J. W. Preece was appointed agent for the purchase of Native lands in place of Mr. Brissenden. A Ngapuhi chief, named Parore, had asserted a claim, and at one time threatened to stop the survey by force.

These lands were adjudicated upon at a sitting of the Native Lands Court, held at Kaihu, now Dargaville, Kaipara, in January and February last, and eventually a memorial of ownership granted jointly to Tiopira and Parore. Mr. Preece with difficulty induced Tiopira to adhere to his arrangement for sale, a sum of £25 being thrown in to make the total up to £ 2,000. Up to the time of Tiopira's receiving his money and signing the receipts and deeds, no attempt had been made to buy Parore's moiety.

The charges against Mr. Preece resolve themselves into these—viz., that he induced Tiopira to complete the sale by a representation that Parore would not receive a greater amount for his share. The evidence of Messrs' Preece, Kemp, and Clendon refutes this charge, which rests on the statements of Paora and Mr. Nelson, which, however, greatly differ from one another. The second charge is that the consideration money was not expressed in the deed when

signed by Tiopira. This is in accordance with fact; the figures were merely pencilled in, and the notice of the attesting Judge called thereto; and the object thereof stated—viz., that should Parore be induced to sell, the sums paid to him might be added to those already given to Tiopira, and one conveyance to the Queen be taken from both vendors.

I can find no irregularity in these purchases. Tiopira received his due, and, indeed, in the joint letter of himself and Paora only begs for more money that his chiefs may not be put in a lower scale than Parore's.

I must notice the behaviour of Mr. C. E. Nelson, who, whilst in receipt of Government pay as clerk and assistant to Mr. Preece, kept a diary in which he made notes of matters which seemed to him to throw discredit on his superior, and, who, whilst still in the service of the Government, without communicating with Mr. Preece (whom he was to assist); Mr. Kemp, the Civil Commissioner and District Officer, or the Native Minister; handed over his note-book to Mr Tole, his personal friend, a solicitor, and also a member of the House of Representatives. I refrain from commenting upon conduct so dishonourable. Mr. Nelson is not now in the service of the colony.

R. C. Barstow.

TE ROROA PROTEST: NGA AURERETANGA (CONTINUOUS CRYING)...

By the end of 1876, the Crown had purchased 87,638 acres of the total of slightly more than 100,000 acres in the Waimamaku, Waipoua, and Maunganui blocks. The remaining 12,625 acres were reserved.

The only reserves that were confirmed at the time of the 1876 sales were Waipoua No 2 (12 220 acres) and Koutu (4 acres) in the Waipoua block, the Wairau Wahi tapu reserve (171 acres) in the Wairau South block, and the Taharoa reserve (250 acres) in the Maunganui block:

There was considerable confusion between Te Roroa and Crown officials after 1876 about the status of the lands Te Roroa had initially marked as reserves on survey maps:

Te Roroa began petitioning the Crown from the late 1870s over the failure to provide appropriate reserves. They continued to draw attention to their claims, culminating in the Treaty of Waitangi claims and settlement process.

THE PAPER TRAIL

27TH JULY 1874

A letter from Tiopira Taoho & Peneti Pana to Chief Judge Mr Fenton stating...

*Friend Mr Fenton. Salutations to you. This is a word of ours to you that you must know that there is difficulty among us about our land on the (West Coast) namely Wairau, Oheinowaiotaane, Waipoua, Te Muriwai, Waikara, and a part of Maunganui caused by the boundary of Ngaitu or rather of Wi Pou. This is they do you retain the money till after it is adjudicated upon, that you may know whether he has a right to the land. When Col. Mc Donald comes here we will let Government have this side. When they are surveyed we shall be willing to have them adjudicated upon. Be sure to retain the money for Wi Pou's land.
Signed Tiopira, Taoho & Peneti Pana*

12 FEBRUARY 1876

Auckland, 12th February, 1876

Sir, —

I have the honour to report that I returned on the 10th instant from attending the sitting of the Native Lands Court, held at Kaihu, where I have been able to complete the purchase of the Waipoua, Maunganui, Kairara, Opouteke, Waerekahakaha, Pekapekarau, and Oue Blocks of, land, containing in the aggregate 155,400 acres.

It will be remembered that with regard to the first two blocks, namely, Waipoua and Maunganui, a very sore dispute has existed for some time between the old Chief Parore teAwha, supported by Te Tirarau and the Ngapuhi on the one part, and Tiopira Kinaki (a man comparatively unknown outside his own tribe, the Roroa), supported by the Ngatiwhatua and Uri o hau tribes on the other part.

The Agents having paid to the last-named tribes very excessive deposits, and having entirely ignored the rights of Parore and his people, caused so strong an opposition on his part to the survey and sale of the land that at one time (about this time-twelve months) there seemed to be every probability of hostilities breaking out between the tribes. At that time Parore, on my advice, desisted from taking active measures to forcibly stop the survey, and contented" himself by asking the Government to stop it, instructions to which effect were given by the Hon. the Native Minister, which, however, did not reach the surveyors until the work was done.

I was at this time acting as a private Agent, and advised Parore to permit the survey to continue, and trust his claim to title to the Native Lands Court, where he would be sure to secure his rights, whether the land was surveyed by the other claimants or not; to which he after considerable hesitation, consented, and has since then patiently awaited, the result of the

decision of the Court: at the same time he has carefully refrained from taking any deposit, or committing himself in any way as to the sale of the land.

The case was to have been heard in May last, but the feeling was then still running high; and the Waipoua Block, being a portion of the same estate, having been advertised to be heard at Hokianga about the same time, I deemed it advisable to get them both postponed:

The cases were again advertised for August last, but were again put off. On the occasion of the present sitting of the Court, the weather being fine', and all parties being assembled and anxious to get rid of so long and unsatisfactory a dispute, the question was gone into by the Court by consent of all parties concerned.

The Court was composed of H. A. H. Monro, Esq., and Captain Symonds, Judges; and Hori te Whetuki, Native Assessor.

The Court was opened on the 27th January, and the Maunganui case commenced.

The Roroa, Uri o Hau, and Ngatiwhatua were represented by Paora Tuhaere, who conducted their case for them.

Parore Te Awha and his people were represented by Taurau (brother of Te Tirarau), who conducted their case.

The whole question was fully gone into, a number of witnesses having been examined and cross examined, which fully gave the whole history of that part of the country for some fifty years past, leaving the Court in a position to give a judgment without any hesitation.

On the conclusion of the hearing of the Maunganui case, which lasted several days, the Court asked the claimants and counter-claimants whether they wished to go over the whole ground again in the Waipoua case, or whether they would take the evidence which had been taken for Maunganui to apply to Waipoua, as both blocks were part of the same estate, the line dividing them being only an arbitrary one laid down by the surveyor, and forming no tribal division of the land. To this all parties, were willing, having on both sides exhausted all the evidence they had to offer; so the Court then adjourned to consider their judgment, and assembled on the following day to pronounce the same. In this, however, a fresh complication arose, which' evidently took the two Judges by surprise, and certainly surprised everyone else; it was this:— When the Court were about to give the judgment, the Assessor intimated that he wished to say a few words to the people, in order that they might not think he took no interest in the matter. He was permitted; and proceeded to express his opinion, which, it appears from what transpired afterwards, was the very opposite of the decision of the two Judges, fully concurred in by the Assessor himself when they were consulting together.

This placed the Court in a dilemma. However, the presiding Judge told the assembled people that they had no idea that the Assessor had opinions such as he had then expressed, and that they had discussed the whole matter fully together with the Assessor, who had concurred in the judgment the Court were about now to pronounce and that it was quite contrary to the expression of opinion he had just given. However, the Court retired for a few minutes to a private room to consult together. On re-assembling, the presiding Judge gave judgment, prefacing it by saying, that according to law the Assessor must concur in the judgment, and

that he could hardly tell whether he concurred or not, for although he said he now did his expression of opinion was so absolutely contrary to the judgment itself, that it could hardly be taken as concurrence; such being the case, the judgment could only become valid by both parties accenting it.

It was the opinion of the Court that the Ngatiwhatua, Uri o Hau, and Roroa had become subjugated by Ngapuhi, and the two former completely driven out of the country after the battle of Te Ika rangau; but that subsequently certain individuals of the Uri o Hau returned to the Wairoa, and lived under the protection of Kukupa, the father of Te Tirarau, for a short time, and eventually left, for Otamatea and other parts of the Kaipara District. That a portion of the Roroa, including Tiopira Kinaki, after the Ika rangau battle, lived at Waimamaku and Waipoua, under the protection of Parore, and have continued to remain there ever since. On these and other grounds, which were gone into at considerable length, the judgment was that neither Ngatiwhatua nor Te Uri o hau had any claim to the land, but that those of the Roroa who had continued with Tiopira to live and exercise rights of ownership on the land were entitled together with Parore and his people.

Both these blocks being about the same size, the Court therefore awarded the Maunganui to Parore Te Awha, and the Waipoua to Tiopira and their respective-people, and adjourned for the day to enable them to talk the matter over, and either accept the judgment or not, or to come to some voluntary arrangement, as the Court was precluded, by the conduct of the Assessor, from giving an absolute judgment.

Mr H. T. Kemp, Civil Commissioner and District Officer for Kaipara, was present, and I consulted with him on the subject. We decided to let them have their talk out, and not-to interfere with their consultations until they had exhausted their eloquence and arguments on each side. It is unnecessary to detail what took place, suffice it to say that after two days we succeeded in bringing both parties to terms, including, the consent of the Ngatiwhatua and Uri o hau portion of the claimants.

These negotiations had to be conducted with great tact and delicacy, both parties feeling strengthened in their position; Parore by the expression of opinion of' the Judges, and the opposite party by the expression of opinion of the Assessor.

Mr Kemp was of material assistance to me, in this matter, both in his personal skill and tact, and, being so much older an officer of the Government he considerably strengthened my position with the Natives, particularly with those of the Ngatiwhatua and, Uri o hau, who to a certain extent looked upon me as favouring the other party, because. I had, before joining the Government service, taken up the cause of Parore.

The settlement we effected was, that Parore and Tiopira should each be named in the memorial of ownership for-both the Waipoua Block and the Maunganui Block, and that Parore should pay Tiopira a Sum of £100 out of some moneys he had received for another; block of land; in the title to which Tiopira had been defeated-at a former sitting of the Court, and that Tiopira have the Waipoua Reserve. I am pleased to say that the arrangement was fully agreed'

to by all parties, and the result is that what has been a long-standing, and sore dispute has been settled to the complete satisfaction of all, the disputants.

This compromise was rather, too much in favour of Tiopira, the reserve being 12,000 acres, and the interest in the other two blocks being equal. We could, however, come to no better terms with Tiopira's party, and we had to make it up with Parore in another way, he having the advantage of us, to a certain extent, as he had never taken a shilling, deposit for the land, nor had he agreed as yet to sell at all, having been utterly ignored and treated as, a man of no importance by the former, Agents.

The terms of agreement as to title having been arranged, the Court re-assembled, and Mr Kemp, as District Officer, informed it of the voluntary arrangement come between the parties; and both sides having been questioned by the Court, the matter was settled, and the memorials of ownership ordered accordingly.

After preparing the deeds, I sent for Tiopira and Paora Tuhaere, who represented those who had sold and taken deposits to the amount of £620, and concluded with them at the price originally agreed upon by them, namely, at 1s 1d per acre, conceding only an extra sum of £56 13s. 8d. on the whole block of 72,892 acres, so as to make an even sum of £4,000 for the whole of the two blocks., Dividing this in half, and deducting the deposits already paid from the £2,000, his share, I paid Tiopira the balance, namely, £1,380, and the sum of £100 on account of Parore, against whose interest in the land I charged it. He then signed the deed for both blocks and vouchers for the amounts paid. This was done in the presence of Judge Symonds and Mr Kemp.

Now came the difficulty in dealing with Parore, who had not as yet agreed to sell or to name a price.

He at first insisted on 5 shillings and 2s. 6d per acre: I felt no anxiety however about this matter, for the question of title having been settled, I knew, the eventual purchasing of his interest was only a matter of time. After a day or two of, patient waiting, during which time I received assistance and advice from Mr. Kemp, as to conceding to a higher price, I eventually concluded with Parore, with the concurrence of his people, to purchase his interest in the whole of-the two blocks for the sum of £2,500; thus purchasing the entire interest in both blocks, containing 72,892, acres, for the sum of £4,500, being a fraction over 1s. 2¾d per acre. I also agreed to let Parore have a small reserve in the Maunganui of about 250 acres, being an eel fishery which is to be cut out of the block and a grant issued to him for the same.

Parore then signed the deeds, upon which I paid him £2,400, which, together with the sum of £100 paid to Tiopira on his account, made the amount agreed on.

18 FEBRUARY 1876

LARGE LAND PURCHASES IN NORTHERN WAIROA
DAILY SOUTHERN CROSS, VOLUME XXXII, ISSUE 5739, 18 FEBRUARY 1876

A CORRESPONDENT writing from Kaihu on the 9th instat, says:— "A sitting of the Native Lands Court was opened here on the 7th to adjudicate upon two matters of considerable importance to this part of the North, if not to the colony. The subject of inquiry was 80,000 or 90,000 acres of land, and this inquiry had been postponed from time to time. After sitting for three or four days the Court awarded the Waipoua block of 17,000 acres to the Chief Teopua, and the Mangonui block of some 47,000 acres to the Chief Parore. Immediately after the decision of the Land Court, the blocks were acquired by the General Government at a price varying from 1s. 3d. to 1s. 4d. per acre. The purchase is regarded as a most successful one. The negotiations had been begun by Mr. Brissenden, and were concluded by Mr. Preece, with the aid of Mr. Kemp, Civil Commissioner for the district. Some other blocks of excellent land were also passed through the Court, and the purchase of a large block in Mungikahu district, which had been previously adjudicated upon, was concluded, and the purchase money paid to the native owners. These purchases comprise some of the best land in the North. Altogether, between £7,000 and £8,000 in cash was paid over by the Government to the natives."

EVIDENCE OF JAMES STEPHENSON CLENDON...

James Stephenson Clendon: *I am Secretary to the Native Lands Court at Kaihu, in the Kaipara District. I was present during the Lands Court session at end of January and beginning of February, 1876, when Waipoua and Maunganui Blocks were adjudicated. I have heard the evidence of Paora Tuhaere and Mr. Nelson, and have no wish to say anything thereon prior to the adjudication. I was present at the signing of the documents; I interpreted the deeds. The sum for consideration was blank, and the cause thereof explained to the Judge by Mr. Preece before me and to myself also. The cause was that, as the price which Parore would take had not been agreed upon, it was advisable to leave the space blank, so as to fill in the full amounts when ascertained and deed, executed by Parore. The object was to make one deed answer for the sale of each block by the co-grantees; otherwise there must have been a separate deed for each interest in each block. When I read the deeds, I read them at the price for which Tiopira sold his claim, £2,000: Some days after I read the deed to Parore. I explained the deeds on each occasion. I expressed the consideration Parore was to receive; I am not certain that I told him how much Tiopira had received, but may have done. I understood that Mr. Preece advanced £100 on Parore's account to Tiopira, to come out of the Waimata money, which was, to my knowledge, in Auckland. I had seen it paid some months previously, and saw it sent to Auckland through a Mr. Mitchelson, Dargaville's manager. Tiopira was perfectly aware that he received the £2,000 in liquidation of his claim on the two blocks. When Tiopira received his money and signed the deed, he relinquished all claim and title to his interest in the two blocks; thereafter the Government and Parore would remain joint owners. I am stated by Mr. Nelson to have been present on the 4th, when Mr. Preece, in reply to Tiopira, said that Parore had consented to accept this money, and Mr. Kemp was said to have added, "We have just come from Parore's house; he has consented." I heard no such conversation. I knew that no arrangement had been made at this time as to price with Parore, and should have noticed such remark. I was close by and think I must have heard any such remark. I remember Paul asking for the increasing the price to £2,000, and that conversation, which lasted from twenty minutes to half an hour; till Captain Symonds arrived. Mr. Nelson was at the opposite side of the hall sitting under a window on a form; I was beside the table where the talk was going on the whole time. I heard Mr. Preece asked by Tiopira why it was necessary to sign the vouchers in addition to the deeds; Mr. Preece told him it was necessary to have the vouchers to send to the Treasury. I understood that the £100 was an advance for Parore on account of Waimata, the other the balance of the purchase money. I had heard the Natives themselves, at a public meeting, speak of and acknowledge the money they had previously received. I did not hear any dissatisfaction expressed by Tiopira's people after the transaction. William Young, interpreter, told me they had been to Colonel Haultain's about a month subsequently. I have only seen Tiopira and Parore once each since this business. I remember Mr. Kemp, after Tiopira, had received the money, remarking that he had got the best of the bargain, and Mr. Nelson expressing his concurrence. This was, I think, in the Courthouse.*

James S. Clendon.

Declared to before me— R. C. Barstow, R.M.

5 MAY 1876

NO.5: TIOPIRA KINAKI TO THE HON. THE NATIVE MINISTER...

[Translations] Okahu, 5th May, 1876.

Friend,—

Greetings. Listen to this, my word to you, with respect to the Maunganui and Waipoua Blocks. These two blocks were formerly included in one piece. It was the Native Lands Court that divided it into two, and awarded one block, viz., Maunganui to Parore, and one, viz., Waipoua to me.

This is the reason that there is trouble over that land. I and my tribes were not willing to have that land divided between us and Parore. It was this that caused me to be grieved and angered, and which made me say that I would put obstacles in the way of settling the Maunganui question. This I said in the presence of Parore and Te Tirarau. Parore did not answer to this. After I had made this statement, grief settled upon the Court.

In the evening my tribes assembled in a house to make arrangements for occupying Maunganui, so that when Parore saw us do so, he might come and try to turn us off. At this stage of the proceedings, Messrs' Kemp and Preece arrived. The word of Ngatiwhatua, Te Ririhau, and Te Roroa tribes, that Maunganui should be taken actual possession of by us, and that arms should be taken up against Parore and Te Tirarau, had been approved by the meeting.

Mr. Kemp then spoke as follows:—

"Listen, tribes. I and Mr. Preece have just returned from interviewing Parore and Te Tirarau; what they have had to say has been said, and this is why we come to you now, to ask you to make peace and be of one mind with regard to Maunganui and Waipoua—let it be one. The opinion that Maunganui should be divided did not emanate from the Court, it came from ourselves—viz., "that Tiopira and Parore should have Maunganui, and that Tiopira and Parore should have Waipoua." To this the meeting consented, but I said I would not consent unless Parore gave me a certain sum out of Waimata as a peace offering; not till this was done would I consent. Mr. Preece then said, "What you say is but fair. We will let Parore and party know what you say. Do you talk over the matter again after we are gone, so that on our return on the morrow you may have arrived at a decision in the matter?"

In the morning, the question was again discussed, and it was decided that Paora and I should represent our party. The next morning, Messrs. Kemp and Preece returned to us bringing with them a letter from Parore, consenting to certain terms, which letter was as follows:—

Kaihu, 2nd February, 1876.

"To Tiopira and the chiefs of the other side. —I consent that you should have Maunganui, and that I have Waipoua. The piece outside Waipoua to be for you only; and I also consent to the £100 at Waimata" **"From Parore."**

From Tiopira...

I replied to Parore's letter as follows...

"To Parore and the chiefs of the other side. —I consent to your having Waipoua and my having Maunganui.

Next morning, Messrs' Kemp and Preece arrived, and inquired of us whether we had yet come to an unanimous decision; we both replied, "Yes, we have decided." They answered, "Then the Court will sit to-morrow to finish the investigation at Maunganui and Waipoua, so that the same may be settled satisfactorily."

Next morning the Court sat, and at last a right decision was arrived at, in the Court awarding the Maunganui and Waipoua Blocks in favour of myself and Parore. After the conclusion of the above case, Waipoua No. 2, containing 12,000 acres, was adjudicated upon. It was only then that Mr. Preece became aware of the acreage of the block, and that it contained 12,000, but I and some other Europeans knew, Mr. Preece was under the impression that it only contained 6,000 acres. Another thing, Parore's letter and my letter was given to Mr. Kemp to read out, so that the whole of the tribes that were in the Court-house might hear Parore's word consenting to the £100 out of Waimata, but Mr. Kemp did not read it. I then knew that this was not done, in order that they might put a different construction upon the matter, and be able to say that the £100 which we heard about through Mr. Preece was from the sale of Maunganui.

Next morning, when the Court was over, Paora and I went to the Court House to receive the money. Captain Symonds, Mr. Clendon, Mr. Kemp, Mr. Preece, and Mr. Nelson were there. Mr. Preece said to me, "Tiopira, what have you got to say?" I replied, "I want eighteen pence per acre." Mr. Preece said, "The price cannot be raised above the first figure named." I replied, "That is according to the price offered by Mr. Brissenden, viz., one shilling and one penny an acre. You are a new man and should give a new price." Mr. Preece answered, "I will not consent to that." I said, "Well, then, I will not sign my name." Mr. Preece: "It was you yourselves who agreed to this price."

I replied, "Will Parore receive a higher rate than this per acre?" Mr. Preece: "No, you are the only ones that have received money, viz., £600 for 12,000 acres of Waipoua. Parore has not received any of this." I replied, "That is another price altogether, and was surveyed at another time as a reserve for us, and was not included in this."

We continued arguing the matter, when Paora took up the question and said, "Would you not agree to exclude 2,000 acres; because the balance is small, and 2,000 will cover it?" Mr.

Preece consented, and Paul said to me, "You had better give your consent." I then said to Mr. Preece, "If the £100 for Waimata is forthcoming now, I will agree to sign my name." Mr. Preece said, "You will receive the money for Waimata now." Whereupon I agreed, and the money was divided as follows:—£2,000 to me and £2,000 to Parore; that concluded the matter, and the deed conveying the Maunganui Block for the sum of £2,000 was read. Mr. Kemp then signed his name. Secondly, similar arrangements were made regarding Waipoua, for £2,000, and Mr. Kemp signed his name to that also, and the three documents were signed by Mr. Kemp, and I then signed them. At the time I signed them there was no other money but that £2,000 in these documents for Maunganui and Waipoua.

We then went back, but in our absence Mr. Preece had let Parore have £2,500. I was troubled at the deceitful conduct of your European Land Purchase Agents. I have been derided by the Ngapuhi, and am overcome with shame. I said to Paora, after this, you must urge Mr. Preece and Mr. Kemp to divide the £500, as we have got into trouble through the Europeans, and the chiefs on my side said, had the operations in connection with this matter been suspended at the proper time, these Europeans could not have acted in this tricky manner. Paul said he would speak to Mr. Kemp about it. I then went back to my place, where I remained in great trouble of mind at the confused way in which your Europeans were making this purchase. That is why I came to see you personally, viz., about the £500 which Parore got. I too should receive a like sum, because Parore had £2,500 and a piece of land containing 250 acres out of the Maunganui Block, which was given back to him by the Government. The piece only contains 12,000 acres, according to Mr. Preece, and that was why I was to have such a small portion of the money. This is wrong; had it been a piece out of Waipoua No. 1, it would have been right, like the 250 acres which was given back to Parore by the Government out of Maunganui, and that is why I consider that we should have received an equal amount, viz., £2,500 for Parore and £2,500 for myself, or else that the extra £500 paid to Parore should be equally divided between us; Parore to receive £250 and I £250, thus making a total of £2,250 for me and £2,250 for Parore, and then my signing my name for the £2,300 for Maunganui and £2,200 for Waipoua would have been right. But this is a false accusation against me, and only done, to make you believe that I really did sign my name for that sum. Mr. Preece's action is wrong, and the consideration money was charged against those lands in such a manner as to lead you to believe that the money was received by both of us, that is to say, Parore and myself. No, Parore alone received it. I have not known Mr. Brissenden to act in such a manner. Mr. Preece's word, which he is trying to maintain about the 12,000 acres, must cease.

Tiopira Kinaki

I JUNE 1876

**NO. 12: MR. J. W. PREECE, AUCKLAND, TO THE HON.
THE NATIVE MINISTER LAND PURCHASE REPORT. AUCKLAND, 1ST JUNE, 1876...**

Sir,—

I have the honor to report, for your information; the progress made in the land purchases within the district under my charge, namely, that to the north of Auckland, since the 1st of July last.

The lands handed to me to complete the purchase of (namely, Mr. Brissenden's incomplete transaction) were fifty-two blocks, estimated to contain in the aggregate 377,529 acres; of these blocks thirty-six are now surveyed, and contain 261,629 acres, leaving sixteen blocks yet unsurveyed, estimated to contain 115,900 acres. Of these latter there are now, seven blocks being surveyed, and will shortly be completed. The survey of the other nine blocks is delayed in consequence of disputes among the owners, most of which, however, I hope to settle as soon as an opportunity offers of meeting the different disputants together. During the first few months, after taking over these matters, I was unable to show any apparent progress in the completion of any of the transactions, owing in a great measure to the fact of there having been only one sitting of the Native Lands Court to the North of Auckland—namely, at Ahipara, in November, and at that sitting the claims were all adjourned without any progress having been made; the time, however, was profitably occupied in getting matters in train for the Courts, and in furthering negotiations as much as I could.

During the month of January I concluded the purchase of the Waimamaku Block, containing 27,200 acres. Some of the owners of this block had refused to sell at the time the title was investigated, in June previously; but eventually came to terms.

On the occasion, of the sitting of the Native Lands Court at Kaihu, in January, I was enabled to complete the purchase of the following blocks, namely, Opouteke, Kairara Pekapekarau, Waerekaha-kaha, One, Waipoua, and Maunganui, containing in the aggregate 155,400 acres. No Courts have been held since that date, or I should have been able to have completed the purchase of over 50,000 acres more out of the 77,400 acres, the surveys of which are completed, and only await the holding of Courts to complete the title to them. The delay will however, enable me to have a larger area ready for investigation of title when the Courts do sit, although it causes my present list of completed transactions to be of a less area than it otherwise would have been.

I have, &c.,

J. W. Preece.

The Hon Sir Donald McLean, K.C.M.G.,
Native Minister, Wellington.

The purchases completed by me at Kaihu on this occasion are as follows...

	Acres.	£	s.	d.
Waipoua	35,300	price 2,200	0	0
Maunganui	37,592	"	2,300	0 0
Kairara	26,806	"	2,079	0 0
Opouteke (about)	43,622	"	3,389	0 0
Waerekahakaha	2,520	"	315	0 0
Pekapekarau	5,592	"	699	0 0
Oue (Mangakahia)	3,968	"	125	0 0
Total area	155,400	Total price	11,107	0 0

Which, together with the purchase of Waimamaku last month, make a total of 182,600 acres since the 1st of January.

The vouchers connected with these payments I have furnished to Major Green, from whom I have obtained the money.

I have, &c.,

J. W. Preece.

The Under-Secretary, Native Office,
(Land Purchase Branch), Wellington.

6 JUNE 1876

**NO. 14: MEMORANDUM RE: MR. J. A. TOLE'S COMPLAINT AS TO THE
PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS**

Mr Tole, after making certain statements, sums up by saying that: *"Tiopira's grievance therefore is, that though the original purchase money was understood to be £2,000 for each block, yet, since it has been thought necessary to increase that amount to the extent already stated (£500), he asserts that he is justly entitled to his proportion of it, and not that it should be all paid to a co-grantee".*

The answer to this is that the original purchase money was never understood to be £2,000 for each block, but was 1s. 1d. per acre, which amounted to less than £2,000 for Tiopira's share, but that at the signing of the deeds I conceded the extra amount, making it come to £2,000, for all his right, title, and interest in both blocks; and, as a proof of that being the case, it will be found that the voucher he signed for the balance of the money stated such to be the case—that is, the voucher acknowledges the receipt of One thousand three hundred and eighty

pounds (£1,380) as a final payment for all his right, title, and interest, and acknowledging the former receipt of £620, thus making up £2,000

The amount of the price of Tiopira's half of the land under his agreement was £1,974 3s. 2d. He asked me to make it up to £2,000, which I did, as it was only a matter of £25 16s. 10d. extra.

In settling up with Tiopira, I first read over to him in detail the vouchers for the various sums of money which had been paid to him and his party from time to time by Messrs' Brissenden and Nelson, amounting in all to £620. These payments he admitted. That point having been settled, I told him that by the papers before me, it appeared he had, on receiving these various sums, agreed to sell the land to the Government for the sum of one shilling and a penny per acre (1s. 1d.). This he said was correct. He said I, being a new purchaser, should enter into a new arrangement. I told him that I was not the purchaser but the agent, and, as he had agreed to sell to the Government at that price, and, on the faith of that agreement, the Government had advanced him such a large sum of money as £620, and had been induced to incur the cost of survey and other charges, that he was bound to carry out his agreement. I then told him the two blocks contained 72,892 acres, which, at 1s. 1d. per acre, would amount to the sum of £3,948 6s. 4d: the half of which would be £1,974 3s. 2d: which sum he was entitled to, less the £620 deposits. Paul Tauhaere then calculated the amount, and told Tiopira it was correct. They both said they were quite satisfied, but asked me to agree to make even money of it and let it be £2,000. This I agreed to, the difference being, as above stated, £25 16s. 10d.

I then went to the hotel to get the money, and first gave Tiopira the sum of £100 on behalf of Parore (the nature of which I shall presently show), as he (Tiopira) had made it a sine qua, non that that sum should be paid before he would sign the deeds. This sum I advanced out of sums in my hands, as I knew Parore had no funds at the place, and I knew he would repay me even if we did not come to terms as to his interest.

I then counted out £1,380 in notes, and prepared vouchers for Tiopira to sign—one for £100 and one for £1,380—acknowledging the receipt of that amount as being "a payment in full satisfaction of his right, title, and interest in the Waipoua and Maunganui Blocks." These vouchers I read over to Tiopira and Paul in the presence of Judge Symonds, Mr. H. T. Kemp, C.C.; Mr. Clendon, Interpreter of the Court; and Mr. Nelson, my assistant in land-purchase matters, and fully explained the nature of the same to them. Tiopira then signed them in the presence of the gentlemen I have named, and they were attested by Mr. Kemp.

There could have been no possibility of there being any misunderstanding as to the £2,000 being the price of Tiopira's interest, for I remember distinctly, when Mr. Clendon, the interpreter, was reading over and explaining the deeds, he at first explained to them that the two blocks were being sold for £4,000; and I at once corrected him and told him that the arrangement was that Tiopira was selling the whole of his interest for £2,000, which was then his explanation to them.

It is true that there was no total amount of consideration absolutely written in the deeds at the time, and I myself called the attention of the Judge to the fact, and told him that, as I did not yet know what I should have to pay Parore, I could not tell what the full amount was, and at the same +time I asked him to note what I was now paying, and if Parore came to terms he would see what he was to get, which, together with the amount now and formerly paid, would be the price of the two blocks. I also told him that I would not ask him to attest the signatures of Tiopira until I should have come to terms with Parore and he should have signed; or, should I fail to come to terms with him, I would ask him to attest the signatures of Tiopira, and then insert the £2,000 as the consideration of his interest. The Judge did not attest the signature of Tiopira then, nor was the attestation clause written in or attested to until after the actual amounts of consideration of money for both blocks had been written in in both deeds, and after Parore had signed them and the whole of the money had been paid. Judge Symonds and Mr. Kemp then attested the deeds and examined them, thereby seeing that the amounts named were true, and in accordance with the payments made.

The apportionment of the moneys in the deeds, at £2,200 for the one block and £2,300 for the other, was simply a matter of detail, in order to apportion the payments as nearly as I could according to area in round numbers, for the agreements with both Tiopira and Parore, although quite separate, were in each case not for the two blocks separately, but for each of their undivided interest in the whole area contained in the two blocks; and such division was a matter of no moment to the sellers, as both blocks were owned by the same parties, and the money was, paid in each case in a lump sum.

There was no concealment of anything by me; the whole matter was done in an open and straightforward manner before a Judge of the Court, a Resident Magistrate, and two licensed interpreters, besides being publicly talked about. After Parore came to terms, and I had consented to pay him £2,500, I was asked by some of Tiopira's own people what he had got, and I told them. I saw Paul afterwards, as well as several of Tiopira's people, who must have known it, but they made no complaint, nor did I hear of any till I saw Mr. Tole's letter.

With regard to the question as to whether in the whole arrangements Tiopira has not obtained fully as much and more than Parore, I shall presently show.

It must be remembered that the Maunganui and Waipoua Blocks alone (and not the reserve, Waipoua No. 2) were the subject of investigation before the Court up to the time of its giving its judgment, which: judgment the Court informed the Natives could only be rendered valid by their mutual agreement, or by the Court accepting any voluntary arrangement come to between the parties. The Court did, however, give its judgment, in order, I apprehend, to acquaint the Natives how far their opinion went, and in this judgment they expressed an opinion that Parore had a superior right to Tiopira, and consequently, out of the 72,892 acres before the Court, they awarded to Parore 37,592 (Maunganui) and to Tiopira 35,300 (Waipoua), thus making the award to Parore 2,292 acres in excess of that to Tiopira.

This judgment could not be upheld in consequence of the strange conduct of the Assessor who sat with the Judges, who, having fully concurred with the Judges while they were conferring together, afterwards on the bench gave expression to quite a contrary opinion.

It must be remembered that the Waipoua reserve, containing 12,220 acres, was not under investigation at the time; had it been I have no doubt but that the Court would have awarded to Parore at least an equal interest with Tiopira, if not more, for the Waipoua settlement was his birthplace and continual home until only a few years ago, and in it was planted, and now stands, a fig tree, a present made by His Majesty George IV. to Hongi Hika, the uncle of Parore, who brought it out from England and planted it there. So Tiopira was not entitled by the judgment of the Court to be in the memorial of ownership of Maunganui at all, but in Waipoua, the lesser of the two by 2,292 acres, and the reserve of 12,220 acres was not before the Court.

It was only by an agreement come to between the parties after considerable discussion, and numerous proposals and counter proposals having passed between them, that it was arranged that Parore and Tiopira were each to have their names inserted in the memorial of ownership for both Waipoua and Maunganui, and that Tiopira should be paid by Parore the sum of £100 out of the proceeds of the sale of timber on a block of land named Waimata, which by the judgment of a former Court Tiopira had been found to have had no interest in, and that the Waipoua reserve should be in the name of Tiopira alone, which reserve was through the whole of that negotiation stated to have been 6,000 acres or thereabouts, whereas it afterwards became known to us that it was and is 12,220 acres.

Mr. Kemp and myself had very great difficulty in inducing Parore to agree to these terms, and had we known, as we afterwards did when too late, that the reserve was over 12,000 acres, instead as we understood about 6,000 acres, I am sure that I for one would not have asked him to agree to such terms; and it was that as much as anything which induced me ultimately to agree to pay him £500 more for his interest than Tiopira had sold for: at all events I had to do it, for it was the lowest amount that it was possible to get him to agree to take.

In order to show clearly the proportionate value that Parore and Tiopira have each had out of the whole estate in which they were jointly interested, I have put in the following form...

A Statement: showing the value separately of the Arrangements as to Title and Sale of Maunganui and Waipoua Blocks...

Tiopira's Share...

	£	s.	d.
Cash paid him by Government	2,000	0	0
Cash paid him by Parore	100	0	0
Value of reserve, 12,220 acres, at 1s. 1d.	661	18	4

Total £2,761 18 4

Parore's Share....

	£	s.	d.
Cash paid him by Government	2,500	0	0
Value of 250 acres, reserve returned to him, at 1s 1d.	13	10	10
	2,513	10	10
Less amount paid by him to Tiopira	100	0	0
Total	£2,413	10	10

Recapitulation...

	£	s.	d.
Value obtained by Tiopira	2,761	18	4
Value obtained by Parore	2,413	10	10
Excess in favour of Tiopira	£348	76	

Thus it will be seen that out of the block of land extending from the south boundary of Maunganui to the north boundary of Waipoua, including the reserve in question (all of which comprises but one estate as regards Native title), taking the value of the reserve to be only 1s. 1d. per acre, Tiopira has had in land and in money in excess of what Parore has received the sum of £348 7s. 6d., which I consider is considerably more than he is entitled to; and my opinion is borne out by the judgment of the Court, which found him to be entitled to less than Parore by 2,292 acres out of 72,892 acres.

But whether Tiopira has had the best of it or not, the fact remains. He agreed to sell all his interest in the two blocks for the sum of £2,000, and he did it with the full knowledge of what he was about, and he has received that amount in cash. And Parore agreed to sell his interest in both blocks for £2,500, and has received that amount in cash, of which he has paid £100 to Tiopira, as agreed on at the settlement of the question of title.

6th June, 1876.

J. W. Preece.

Declared to before me—

R. C. Barstow, R.M.

10 JUNE 1876

**MINUTES OF EVIDENCE ON PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS, TAKEN ON 10TH JUNE
AND FOLLOWING DAYS AS FOLLOWS...**

PAORA TUHAERE...

"I am a Rangatira, of Ngatiwhatua, living at Orakei. I remember being at a Lands Court at Kaihu in February last. Maunganui and Waipoua Blocks were investigated at that Court. I was conductor of proceedings for one party. I heard the judgment of the Court. Maunganui was awarded to Parore, Waipoua to Tiopira. Then equal interests were given to Parore and Tiopira in each block. Tiopira himself had arranged to sell both these blocks prior to the survey. Brissenden and Mr. Nelson were the agents arranging this purchase for the Government. I don't know the price. Some money was paid on account before it was passed through the Court. After the sitting of the Court I heard the price; I am not sure whether it was 11d. or 1s. per acre. I know what took place after the Lands Court about the sale. I wrote the particulars of this sale in my own hand to Sir Donald McLean. The whole statement is correct. Tiopira was thoroughly aware of the contents of that letter, which was written at the request of Sir Donald. At my first return from the Court at Kaihu, I complained to Mr. Kemp of the division of the money—of the £500. About a month after, Mr. Nelson came to me, on the occasion of Heta te Haara, Haurangi, and others being in town. Mr. Nelson said to me, "You had better go to Mr. Tole's office or house as companion to Heta or Haurangi; they are there." When I reached there Mr. Nelson was not there, and I went by myself I found only Mr. Tole and two Natives there. Tiopira was not there. Nothing was said, as there was no interpreter to speak between us. He did mention Maunganui and Waipoua. Mr. Nelson had not told me to speak about those blocks, but only as a companion to Heta and others. About three days after Mr. Nelson came in and interpreted about this matter at Mr. Tole's office. Not much was said, but it was about this sum of £500; that was the first time that I was aware that the matter was put into Mr. Tole's hands, as a lawyer. Mr. Nelson told me that this was the lawyer who was to ask Sir George Grey to ask the Government for our money; that was all that took Place. We then went to Colonel Haultain's. On our arrival there we found that deeds of Waipoua and Maunganui had been passed by him. Heta's deed was there. Myself, Heta, Haurangi, and Mr. Tole were, the party who went to Colonel Haultain's. A few days after, Mr. Nelson came again to me. My name was not in the Crown grant. I went to Colonel Haultain's because Mr. Nelson and Mr. Tole asked me to do so. It was on account of Tiopira, that I was asked by them to go. This originated here, but my speaking to Mr. Kemp was by the desire of Tiopira; he told me to ask the Government quietly for the money. Richard de Thierry was present in Colonel Haultain's office with us, I think. I am wrong; it was William Young, the interpreter, who was there [gap — reason: illegible] he acted as such. I did not take him there; it was their doing. When Tiopira and self-left Kaihu, Parore was at his own Kainga, near there after we went they fetched him. I

saw a payment made in the Court House to myself and Tiopira; the payment made was £1,400 and £100 for Waimata. Parore was not present. The payment for the block was not all made then. I did not see Parore receive any money. The amount he received was published to the tribe. The letter from Parore was given to Mr. Kemp, but not read in Court. Tiopira signed three receipts. There was a separate document for the £100; that I saw. I was present and heard the deed interpreted by Mr. Clendon to Tiopira: I did not see the writing; I only listened to the interpretation. The price mentioned was £2,000 for Waipoua and £2,000 for Maunganui. Mr. Preece was present at the reading of the deed. I heard Tiopira ask Mr. Preece if Parore had assented to the £2,000 as the price. Mr. Kemp was there too. I do not know Mr. Preece's reply, as I was confused; all that took place was there in my letter. On the same day Mr. Preece had said to us (myself and Tiopira) that the price was fixed, and that they would not get a higher price; this was in consequence of Tiopira saying that he would not sign his name till he got 1s. 6d. per acre: Parore's name was not mentioned at that time. I was not near Parore when he was arranging for the sale. At the time of sale it was not mentioned at all by Parore what price he should receive, whether more or less. Tiopira asked if Parore would not receive a larger payment than himself. Mr. Preece replied that the price would not be increased, that he would not get more. Mr. Nelson asked me to go with Mr. Tole to Sir G. Grey. I went. He questioned me; I did not reply; Mr. Tole spoke. Sir G. Grey asked me what I had to say. Mr. Tole took up the reply. He did not ask me if the account was true. Sir G. Grey said to us Maoris: "My sons, I will ask for your money from Government quietly." Mr. Nelson and Mr. Tole told me that Mr. Tole would be the lawyer to speak to Sir G. Grey. I knew what I went for, as I had been told. I understood Mr. Tole was going to speak about this. Had I wanted to take up this matter I should have gone to my own lawyer, Mr. McCormick. Had the £250 or £500 asked for been received; I should have got some, as I have an interest in the land. Paora Tuhaere.

I, Paora Tuhaere, of Orakei, do solemnly and sincerely declare that the statements herein above made by me are true, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1866".

Before me—

R. C. Barstow, R.M.

CHARLES EDWIN NELSON...

I have been a resident for some years in the Kaipara District, and am a licensed interpreter. I was engaged with Mr. Brissenden in purchasing land for the Government from the Natives. Mr. Brissenden and I first negotiated the purchase of these two blocks, about nine months previous to sitting of Native Lands Court upon them. Our negotiations were both with Tiopira and Parore. We concluded a bargain with Tiopira, at rate of 1s. 1d. per acre for any land

surveyed and adjudicated to him. I paid Tiopira, and adherents of his, £620 on the block, which was then, called Waipoua only; this money was paid after the price was agreed upon, some before the survey, some during it, some after completion. I offered Parore the same price after I had paid some money to Tiopira, some £150. Parore was willing to accept the price if I had given an advance on Account of £500. I offered £100. He said, "You will never get the land." He said I had negotiated with the other party first. This took place at Kaihu. I saw Parore again afterwards, after having paid Ngatiwhatua £200. I tried again to bargain, without effect. He asked for £500; I offered £200, which he would not take. Parore told me twice to stop the survey; and I heard that he had threatened to stop it with an armed party. The survey was completed. I was present at the sitting of the Native Lands Court at Kaihu. It opened on 27th January. These blocks were adjudicated upon. The decision of Court was given on 1st February. Decision was that Tiopira was to have Waipoua, and Parore Maunganui. Hone Whetuki did not agree. Paora Tuhaere, on behalf of Tiopira, Ngatiwhatua, and other tribes, objected. Tiopira said he would go and take possession of the land: let the Court suspend this judgment. The Court adjourned. Mr. Kemp and Mr. Preece came down to Mangawhare, where the Natives were, to effect a conciliation, which they ultimately did. Tiopira told Mr. Kemp that he would only consent on condition that himself and Parore were both included as grantees of blocks of Waipoua and Maunganui, and for the reserve at Waipoua to be his own; and for the "right of conquest" to be effaced from the deed. Mr. Kemp said he would do what was just and reasonable. He had seen Parore and Tirarau. On Wednesday, 2nd February, Messrs' Kemp and Preece came to Mangawhare again, and brought word from Parore that he had agreed to Tiopira's request of previous evening. Then Tiopira began to quibble, saying that both names should be in Maunganui, but his own name only in Waipoua. Mr. Preece objected. Tiopira stated that he would consent if Parore gave him £100 out of money he had received from Waimata Block. Mr. Preece said he would take upon himself to promise that Parore would do this. In the afternoon, 3p.m., Messrs' Kemp and Preece returned with a letter from Parore; saying that he would agree that he and Tiopira should be in both pieces; that Tiopira should have Waipoua, and should have £100 from Waimata. Paora Tuhaere wrote a letter accepting the terms on Tiopira's behalf, and Tiopira signed it. There was a plan of the reserve in the Court. Its area was not then mentioned. The next day the Court met, Mr. Kemp read the first portion of both letters, avoiding any mention of the £100 for Waimata, which Parore had agreed to pay Tiopira. I asked Paora to make a copy of these notes in his pocketbook, and he did so from memory immediately after. The Judge said that memorials of ownership should be made out in conformity with this arrangement, viz., the names of each in the grant, and Tiopira and party only in the reserve. On Friday, 4th, about 10 a.m., Paora and Tiopira went to Kaihu; I followed half-an-hour after. I saw Messrs' Kemp and Preece there. The latter said he was going to see Parore and Tirarau, but would not be long. They stayed away about an hour. When I saw Mr. Preece again, he requested me to get Tiopira and Paora to come to the Court House. I did so. There were present Kemp, Preece, Clendon, Austin, Tiopira, Paora, and myself. Mr. Preece mentioned that the area of two blocks was 72,892 acres, which at 1s. 1d.

amounted to £1,974. "Wait," said Tiopira; "I acknowledge that I agreed to sell the land to the Government at that price; but I agreed with Nelson, and he has nothing to do with it now; you are a new person, and ought to give another price. I must have 1s. 6d. per acre or I sign no paper" To this Mr. Preece replied, "Although I am another person, I am working for the same Government that purchased the land from you; you have taken money on account; you have given receipts for it, and agreed to sell the land at 1s. 1d. per acre" Tiopira then asked, "Has Parore consented to accept his money?" Mr. Preece replied, "Yes." Mr. Kemp took it up and said, "We have just come from Parore's house; he has consented." Paora then said, "Tiopira is bound to complete this sale; but regarding the price, I think it should be made something more. Will you not make it up to £2,000?" To this Mr. Preece agreed at once, though he said it was wrong to extort money from him in this manner, especially as Tiopira had already received over £600 and 12,000 acres of land. Tiopira then said, "You told me yesterday that you agreed to pay me £100 Parore agreed to give from sale of Waimata" "Yes," said Mr. Preece, "I will pay you the Waimata money now" Mr. Preece then said to Mr. Kemp, "I will go for the money and some blank vouchers, as I must get Tiopira's receipt" I remarked to Mr. Preece, "This money is being paid by Parore to Tiopira; Tiopira has no business to sign for it." Mr. Preece said, "Parore's money is not here, and I must have a receipt to keep accounts square with the audit." I said, "It is Q.—C. simply a monetary transaction; you pay on Parore's account; he should give you a receipt for money advanced." Mr. Preece said, "I cannot see why you should put in any obstacles." I replied, "That will do." Mr. Kemp said, "Mr. Nelson: Parore's money is not available; the money paid for Waimata is in Auckland." I said, "It is certainly no business of mine, only it seems somewhat strange." Mr. Preece left the Court House, and not long after returned with money and voucher forms. He said he had been looking for Captain Symonds, and could not find him; would I go and seek him, and ask him to come up. I went to veranda of hotel, and there found Captain Symonds. I asked him to come and witness some deeds at the Court House; and I ran back again, as I was anxious to read contents of vouchers about to be signed by Tiopira. When I re-entered Court House, Mr. Preece was filling up duplicate papers for Tiopira to sign. I went up by side of Mr. Preece, and by momentary view perceived the voucher to be an acknowledgment for £100 on account of Maunganui. Captain Symonds entered the Court and took his seat. Mr. Preece handed Tiopira £100 in bank-notes, and placed the paper before him: "This is the £100 for Waimata—to sign your name." Tiopira put on his spectacles and signed his name to the vouchers in duplicate, which were subsequently witnessed by Mr. Kemp. [Voucher produced.]

The voucher is for £100 (No. 15, 1876, 4th February), 9th payment, on account of purchase of Waipoua and Maunganui, £620, former payment.

Shortly after Maunganui and Waipoua deeds were produced, Mr. Clendon was asked by Mr. Preece to act as interpreter, Mr. Preece explaining to him the arrangement, and that the consideration was to be £2,000 in each piece. Mr. Clendon then interpreted the deeds, but as the consideration had been left blank, he read out £2,000 in both instances. Tiopira signed the parchments, took the money, took off his specs., and the transaction was completed. The

blanks were not filled in when Tiopira signed. Captain Symonds was present when the deed was signed, and when Mr. Preece explained to Mr. Clendon that the consideration was left blank, but was to be £2,000. I do not know anything further than I have stated already as to any transactions between the Government and Parore about this land. The allowing the Waipoua reserve to Tiopira had nothing to do with the purchase, and did not affect it. My wife is a half-caste, but from the Rarawa, and not related to these people. I was employed by the Government to act in concert with Mr. Preece during these transactions. I kept a diary of what took place day by day. I am not in the service of the Government now. I made no complaint either to Government or to any one else of Mr. Preece's conduct whilst I was in the service; but I may have stated facts. I handed my pocket-book to Mr. Tole while I was in the Government service. I am not aware that this was a breach of the Civil Service Regulations. I was only engaged from month to month. At Kaihu I had seen a Native, named Haurangi, who had a dispute with Kamariera about the sale of the Opouteke Block, Mr. Preece having told him that, should he sue Kamariera, he would make him pay something. In town here, afterwards, I saw Haurangi and Heta te Haara, who spoke to me about this matter, saying the law had been recommended. I mentioned Mr. Tole to them, and brought them to his office, and acted as interpreter for them. Heta said he had no money for law, and wished to go to Sir G. Grey, as he knew him. It was then I mentioned this present matter, and that Paora and Tiopira were much aggrieved at the way they had been treated. I brought Paora to Mr. Tole's office. I interpreted for them. I knew the facts and brought them forward. I brought them forward at my instigation. Paora went to Mr. Tole's office, knowing what he came for. I never reported or mentioned to Mr. Preece that Paora or Tiopira were dissatisfied. I wish to mention that, on the 8th of February, at Kaihu, I was requested by Mr. Preece to fill in the consideration which had been left blank in the Waipoua deed. It was pencilled in £2,200, and I wrote it in ink. I was also requested to fill in the deed of execution, which was of that date, 8th February. I did not fill in Maunganui deed. I did not notice it. There were many deeds there. I don't remember Mr. Kemp saying, on the wharf at Kaihu, after the transactions were concluded, "I think Tiopira had by far the best of the bargain," and my fully, concurring therewith. I deny so doing. Tiopira and the whole tribe expressed indignation to me at the way they had been treated in receiving less than Parore. After Mr. Preece was employed, I was like the fifth wheel of a coach, and had nothing to do. I received pay to the end of May. My service expired at the end of April last. I never reported the dissatisfaction to anyone in the service of Government.

Charles E. Nelson.

Declared before me—

R. C. Barstow, R.M.

JAMES STEPHENSON CLENDON...

I am Secretary to the Native Lands Court at Kaihu, in the Kaipara District. I was present during the Lands Court session at end of January and beginning of February, 1876, when Waipoua and

Maunganui Blocks were adjudicated. I have heard the evidence of Paora Tuhaere and Mr. Nelson, and have no wish to say anything thereon prior to the adjudication. I was present at the signing of the documents; I interpreted the deeds. The sum for consideration was blank, and the cause thereof explained to the Judge by Mr. Preece before me and to myself also. The cause was that, as the price which Parore would take had not been agreed upon, it was advisable to leave the space blank, so as to fill in the full amounts when ascertained and deed, executed by Parore. The object was to make one deed answer for the sale of each block by the co-grantees; otherwise there must have been a separate deed for each interest in each block. When I read the deeds, I read them at the price for which Tiopira sold his claim, £2,000, some days after I read the deed to Parore. I explained the deeds on each occasion. I expressed the consideration Parore was to receive; I am not certain that I told him how much Tiopira had received, but may have done. I understood that Mr. Preece advanced £100 on Parore's account to Tiopira, to come out of the Waimata money, which was, to my knowledge, in Auckland. I had seen it paid some months previously, and saw it sent to Auckland through a Mr. Mitchelson, Dargaville's manager. Tiopira was perfectly aware that he received the £2,000 in liquidation of his claim on the two blocks. When Tiopira received his money and signed the deed, he relinquished all claim and title to his interest in the two blocks; thereafter the Government and Parore would remain joint owners. I am stated by Mr. Nelson to have been present on the 4th, when Mr. Preece, in reply to Tiopira, said that Parore had consented to accept this money, and Mr. Kemp was said to have added, "We have just come from Parore's house; he has consented." I heard no such conversation. I knew that no arrangement had been made at this time as to price with Parore, and should have noticed such remark. I was close by and think I must have heard any such remark. I remember Paul asking for the increasing the price to £2,000, and that conversation, which lasted from twenty minutes to half an hour; till Captain Symonds arrived. Mr. Nelson was at the opposite side of the hall sitting under a window on a form; I was beside the table where the talk was going on the whole time. I heard Mr. Preece asked by Tiopira why it was necessary to sign the vouchers in addition to the deeds; Mr. Preece told him it was necessary to have the vouchers to send to the Treasury. I understood that the £100 was an advance for Parore on account of Waimata, the other the balance of the purchase money. I had heard the Natives themselves, at a public meeting, speak of and acknowledge the money they had previously received. I did not hear any dissatisfaction expressed by Tiopira's people after the transaction. William Young, interpreter, told me they had been to Colonel Haultain's about a month subsequently. I have only seen Tiopira and Parore once each since this business. I remember Mr. Kemp, after Tiopira, had received the money, remarking that he had got the best of the bargain, and Mr. Nelson expressing his concurrence. This was, I think, in the Courthouse.

James S. Clendon.

Declared to before me— R. C. Barstow, R.M.

PAORA TUHAERE...

I never employed Mr. Tole in Tiopira's name. I was not authorized by Tiopira to employ a lawyer. I never told Mr. Tole that I was authorized to employ a lawyer. Tiopira had only asked me to apply to Mr. Kemp. I never authorized Mr. Tole to act for me. Tiopira and myself have never applied for this investigation. When I appeared before Sir George Grey I never spoke, neither did the other Natives; only Mr. Tole. When Tiopira arrived in Auckland, after four days I took him to Okahu. Tiopira told me that Mr. Nelson had been urging him to go to Mr. Tole. Tiopira then said he did not wish at all to have a lawyer; that he and I should go to McLean, and apply to him. We saw him. We wrote the letter of 5th May in consequence of that interview, at which Mr. Kemp and Mr. Preece were present. Sir Donald McLean asked us to put our statement in writing. Tiopira came down because he had heard that Sir Donald had arrived here. I do not know that any one wrote to him.

Paora Tuhaere.

Declared to before me; R. C. Barstow, R.M.

JOHN JERMYN SYMONDS...

I am a Judge of the Native Lands Court. I remember being at Kaihu, Kaipara, at the end of January and beginning of February last, when the Maunganui and Waipoua Blocks were passed through the Court. It was part of my duty to witness the execution of the deeds. I did witness the execution of these deeds by Tiopira. It was three days, I think, prior to their being signed by Parore, which was on 8th February. The consideration money was not written in when Tiopira signed, for the reason that it was not then known what consideration money it would be necessary to put into the deed, because arrangements had not then been made with Parore, and that the money to be paid to him would have to be added to what had been paid to Tiopira in order to express the true consideration for the blocks. Mr. Preece called my attention to this, stating that he had not as yet arranged with Parore. There was no bother or trouble, and Tiopira seemed quite to understand what he was doing. It was clearly explained to him by the interpreter, Mr. Clendon, in my presence. I understand the Native language well enough to know that. I know that Tiopira sold his right to Maunganui and Waipoua to the Government. I do not remember the price, but he was paid in my presence, and he sold for the amount then paid to him, together with a sum previously paid on account. Ngatiwhatua seemed dejected at their claim being rejected, but Tiopira and people seemed well contented when I left, which was after Parore had been paid. When Mr. Preece mentioned that the consideration money had not been written in the deeds because Parore had not been arranged with, that statement was made openly in the Court House, and audible to everybody. There was not the smallest concealment about it. My official attestation to the deeds was not made till after completion of them by Parore's signature.

John Jermyn Symonds.

Declared to before me; R. C. Barstow, R.M.

JAMES WATHEN PREECE...

I have no recollection whatever of Tiopira asking me if Parore had consented to the price, i.e., 1s. 1d. per acre. I have no recollection of his asking me any question as to what Parore was to get. I state positively that I never told him that Parore had agreed to any terms; had I told him that Parore had agreed to any terms, I must have told him a falsehood, as Parore had not then come to any terms whatever; nor did Mr. Kemp, in my hearing (and he was within two yards from me), make any such statement as described by Mr. Nelson. I did tell Tiopira that I would not agree to more than the 1s. 1d. per acre, when he asked me for 1s. 6d. but this had no relation whatever to Parore, nor was he then mentioned.

These land purchase transactions were entirely my own; Mr. Kemp was in no way responsible, though he did render me very valuable assistance.

J. W. Preece.

Declared to before me; R. C. Barstow, R.M.

HENRY KEMP...

I am Civil Commissioner at Auckland. I have had knowledge for very many years of the nature of the several land claims at Kaipara and the North. I was a Land Purchase Commissioner for more than twenty years. I became aware of the reckless manner in which Mr. Brissenden, assisted by Mr. Nelson, paid money by way of advance to Natives having small or no interest in lands. I accompanied Mr. Preece, as I am District Officer, and had special instructions from Government to attend the sitting of the Lands Court at Kaihu in January last. I am thoroughly cognizant of all Mr. Preece's transactions in payment of money for land at that time; all were sanctioned by me, though I was not the active agent. I was present when Tiopira signed the deeds for Maunganui and Waipoua and received the money therefor. He declined to sign unless he got the £100 for Waimata. Mr. Preece agreed to pay it on behalf of Parore. No inducement to sign these deeds was held out by any promise that Parore should receive no larger payment than himself, by myself or by any person in my hearing.

I took a prominent part in arranging with Parore, and suggested to Mr. Preece that as Tiopira had received 12,000 acres of reserve in lieu of 6,000, as agreed, that the sum of £500 beyond the amount paid to Tiopira might be paid to Parore, so as to equalize the consideration each received; and it was with some difficulty that we could persuade Parore to agree to this, when it is borne in mind that Waipoua itself was for very many years the favourite residence of Parore, and the difference in the price given to him, as with the value of the reserve, was very much in Tiopira's favour.

H. T. Kemp.

Declared to before me; R. C. Barstow, R.M.

29 JUNE 1876

**NO.13: AN EPITOME OF OFFICIAL DOCUMENTS RELATIVE TO NATIVE AFFAIRS AND LAND PURCHASES
IN THE NORTH ISLAND OF NEW ZEALAND**

REPORT ON PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS...

The original negotiations for these blocks, or rather block, the subdivisions being quite arbitrary were begun by Mr. Brissenden, who was assisted by Mr. C. E. Nelson as interpreter. At this time the land was not surveyed, and Tiopira alone was dealt with: An advance of £620 on account of the purchase at an agreed rate of 1s. 1d: per acre was made to Tiopira and friends. Subsequently Mr. J. W. Preece was appointed agent for the purchase of Native lands in place of Mr. Brissenden. A Ngapuhi chief, named Parore, had asserted a claim, and at one time threatened to stop the survey by force.

These lands were adjudicated upon at a sitting of the Native Lands Court, held at Kaihu, Kaipara, in January and February last, and eventually a memorial of ownership granted jointly to Tiopira and Parore. Mr. Preece with difficulty induced Tiopira to adhere to his arrangement for sale, a sum of £25 being thrown in to make the total up to £ 2,000. Up to the time of Tiopira's receiving his money and signing the receipts and deeds, no attempt had been made to buy Parore's moiety.

The charges against Mr. Preece resolve themselves into these—viz., that he induced Tiopira to complete the sale by a representation that Parore would not receive a greater amount for his share. The evidence of Messrs' Preece, Kemp, and Clendon refutes this charge, which rests on the statements of Paora and Mr. Nelson, which, however, greatly differ from one another. The second charge is, that the consideration money was not expressed in the deed when signed by Tiopira. This is in accordance with fact; the figures were merely pencilled in, and the notice of the attesting Judge called thereto; and the object thereof stated—viz., that should Parore be induced to sell, the sums paid to him might be added to those already given to Tiopira, and one conveyance to the Queen be taken from both vendors.

I can find no irregularity in these purchases. Tiopira received his due, and, indeed, in the joint letter of himself and Paora only begs for more money that his chiefs may not be put in a lower scale than Parore's.

I must notice the behaviour of Mr. C. E. Nelson, who, whilst in receipt of Government pay as clerk and assistant to Mr. Preece, kept a diary in which he made notes of matters which seemed to him to throw discredit on his superior, and, who, whilst still in the service of the Government, without communicating with Mr. Preece (whom he was to assist); Mr. Kemp, the Civil Commissioner and. District Officer, or the Native Minister; handed over his note-book to Mr Tole, his personal friend, a solicitor, and also a member of the House of Representatives. I

refrain from commenting upon conduct so dishonourable. Mr. Nelson is not now in the service of the colony.

R. C. Barstow.

30TH JUNE, 1876

The attached statements of Paora Tuhaere, Charles Edwin Nelson, James Stephenson Clendon, John Jermyn Symonds, James Wathen Preece, and Henry Tacy Kemp, written upon thirty sheets of paper, numbered 1 to 30, and by me fixed together, were severally declared to and signed by the said above-named persons under the provisions of "The Justices of the Peace Act, 1866," before me.

R. C. Barstow, R.M.

Police Court, Auckland, 29th June, 1876.

THE FINAL ACCOUNT

AN EPITOME OF OFFICIAL DOCUMENTS RELATIVE TO NATIVE AFFAIRS AND LAND PURCHASES IN THE NORTH ISLAND OF NEW ZEALAND;

CROWN PURCHASES (REPORTS)

(REPORTS FROM OFFICERS)

1876. NEW ZEALAND.

Presented to both Houses of the General Assembly by Command of His Excellency;
No.1. Mr. J. W. Preece, Auckland, to the Hon. the Native Minister Sic, — Auckland, 1st June,
1876.

I have the honour to report, for your information; the progress made in the land purchases within the district under my charge, namely, that to the north of Auckland, since the first of July last. The lands handed to me to complete the purchase of (namely, Mr. Brissenden's incomplete transaction) were fifty-two blocks, estimated to contain in the aggregate 377,529 acres; of these blocks thirty-six are now surveyed, and contain 261,629 acres, leaving sixteen blocks yet un surveyed, estimated to contain 115,900 acres. Of these latter there are now seven blocks being surveyed, and will shortly be completed. The survey of the other nine blocks is delayed in consequence of disputes among the owners, most of which, however, I hope to settle as soon as an opportunity offers of meeting the different disputants together. During the first few months, after taking over these matters, I was unable to show any apparent progress in the completion of any of the transactions, owing in a great measure to the fact of there having been only one sitting of the Native Lands Court to the north of Auckland —namely, at Ahipara, in November, and at that sitting the claims were all adjourned without any progress having been made; the time, however, was profitably occupied in getting matters in train for the Courts, and in furthering the negotiations as much as I could. During the month of January I concluded the purchase of the Waimamaku Block, containing 27,200 acres. Some of the owners of this block had refused to sell at the time the title was investigated, in June previously, but eventually came to terms. On the occasion of the sitting of the Native Lands Court at Kaihu, in January, I was enabled to complete the purchase of the following blocks, namely, Opouteke, Kairara, Pekapekarau, Waerekahakaha, One, Waipoua, and Maunganui, containing in the aggregate 155,400 acres.

No Courts have been held since that date, or I should have been able to have completed the purchase of over 50,000 acres more out of the 77,400 acres, the surveys of which are completed, and only await the holding of Courts to complete the title to them. The delay will, however, enable me to have a larger area ready for investigation of title when the Courts do sit, although it causes my present list of completed transactions to be of a less area than it

otherwise would have been. During the months of March and April I paid several visits to the Whangarei District, and put matters in train there preparatory to getting the blocks in that district brought before the Court. While there I purchased a small block held under Crown grant containing 882 acres, and named Ngatahuna. There are only three blocks in that district, the negotiations for which are all in a forward state, namely, the Kioreroa, Te Tihitihi, and Opuhete Blocks. During the present month I have completed the purchase of the Papuroua Block, containing 1,220 acres, and so far completed the purchase of the Taungako as to have a deed fully executed by all the surviving owners. Two persons have yet to be appointed by the Court to succeed to the interests of two deceased owners, and a Court is to be held on the 4th July for the purpose. The area of this last-mentioned block is 2,115 acres. By the foregoing it will be seen that, out of the 377,529 acres comprising transactions incomplete in July last, there have been completed since the 1st of January, 183,820 acres, in addition to which is the Ngatahuna Block, which is not comprised in the former area, being a recently offered block, the area of which is 882 acres, thus making a total of 184,702 acres, at a cost, exclusive of surveys and incidental expenses, of £12,815 6s. 6d, being a fraction over 1s. 4d. per aero all round ; deeds of conveyance for which have been fully signed and completed, and, with two exceptions, registered. Of the 193,709 acres, the purchase of which is yet incomplete, there will be about 100,000 acres surveyed and ready for the investigation of title within the next two months, immediately after which the titles can be completed unless any unforeseen difficulties arise, which will reduce the list of transactions now on hand to a comparatively small area. I. G. 5. G.—s.

I have in the foregoing only given a bare statement of the progress of the negotiations for the completion of the titles to the blocks now under purchase. The Inspector of Surveys reported fully last year as to the quality of the lands, so that it is unnecessary for me to go into the subject, as he is possessed of more detailed information on the subject than I am. However, from what I have seen, I am of opinion that these purchases will form a very valuable estate.

I have, &c., The Hon. Sir: D. McLean, K.C.M.G.,
J. W. Preece. Native Minister, Wellington.

The purchases completed by me at Kaihu on this occasion are as follows...

	Acres.	£	s.
Waipoua	35,300	price 2,200	0
Maunganui	37,592	" 2,300	
Kairara	26,806	" 2,079	
Opouteke (about)	43,622	" 3,389	
Waerekahakaha	2,520	" 315	
Pekapekarau	5,592	" 699	

Oue (Mangakahia)	3,968	" 125	
Total area	155,400	Total price 11,107	

Which, together with the purchase of Waimamaku last month, make a total of 182,600 acres since the 1st of January?

The vouchers connected with these payments I have furnished to Major Green, from whom I have obtained the money.

I have, &c,

J. W. Preece.

The Under-Secretary: Native Office

(Land Purchase Branch): Wellington.

Crown Lands:

ONCE AGAIN FROM PAPERS PAST WE GET SOME MORE NEWS OF THE DAY RELEVANT TO THE WAIPOUA-
MAUNGANUI CONTROVERSIAL PURCHASES...

LARGE LAND PURCHASES IN NORTHERN WAIRO DAILY SOUTHERN CROSS, VOLUME XXXII,
ISSUE 5739, 18 FEBRUARY 1876

CERTAIN charges were made a few months ago respecting some alleged improprieties in the purchase of some native lands in the Kaipara district. Mr. Tole, solicitor, wrote the Superintendent making formal complaints against these alleged irregularities. The Superintendent, in March last, wrote to the Colonial Secretary on the subject, and requesting that no further steps be taken in regard to the blocks of land concerned until inquiry be made into the complaints of Mr. Tole, and praying that such inquiry be at once instituted. Mr. Barstow, Resident Magistrate, was appointed by the Government to make inquiry, which he did, and his reports are as follows, completely exonerating Mr Preece from the unjust accusations which were made against him :—

“REPORT ON PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS.—The original negotiations for these blocks, or rather block, the subdivisions being quite arbitrary, were begun by Mr. Brissenden, who was assisted by Mr. C. E. Nelson, as interpreter. At this time the land was unsurveyed, and Tiopira alone was dealt with. An advance of £620 on account of the

with. An advance of £620 on account of the purchase at an agreed rate of 1s. 1d. per acre was made to Tiopira and friends. Subsequently Mr. J. W. Preece was appointed agent for the purchase of native lands in place of Mr. Brissenden. A Ngapuhi chief, named Parore, had asserted a claim, and at one time threatened to stop the survey by force. These lands were adjudicated upon at a sitting of the Native Lands Court, held at Kaihu, Kaipara, in January and February last, and eventually a memorial of ownership granted jointly to Tiopira and Parore. Mr. Preece, with difficulty induced Tiopira to adhere to his arrangement for sale, a sum of £25 being thrown in to make the total up to £2,000. Up to the time of Tiopira's receiving his money and signing the receipts and deeds, no attempt had been made to buy Parore's moiety. The charges against Mr. Preece resolve themselves into these—viz, that he induced Tiopira to complete the sale by a representation that Parore would not receive a greater amount for his share. The evidence of Messrs. Preece, Kemp, and Clendon refutes this charge, which rests on the statements of Paora and Mr. Nelson, which, however, greatly differ from one another. The second charge is, that the consideration money was not expressed in the deed when signed by Tiopira. This is in accordance with fact; the figures were merely pencilled in, and the notice of the

DAILY SOUTHERN CROSS, VOLUME XXXII,
ISSUE 5741, 21 FEBRUARY 1876

disorderly act on the part of the natives.
- Notwithstanding general complaints as to the dulness of the timber trade in other districts, this place appears to be progressing in that respect. And settlement is extending, two or three new families having settled in the district during the past month. The land with river frontage is rapidly increasing in value. This is mainly owing to the fact of there being a large local demand for produce of all kinds by the men employed in the various bushes, and at the timber and flax mills. These industries, together with gum-digging, afford steady and profitable employment to more than 500 men. Three vessels are loading at the Kopuru, and two at the Aratapu mills, and a vessel of more than 800 tons is expected to arrive shortly to take a second cargo of Admiralty contract spars to England. These are now waiting shipment at the Booms, Kaihu. Some complaints are made by the residents on the river as to the insufficiency of the steamer lately for the large passenger traffic, and the substitute of the 'Minnie Casey' for that steamer is eagerly looked for by settlers and others. It is hoped that the 'Minnie Casey' will arrive in a week or so.

UNJUST ACCUSATIONS
DAILY SOUTHERN CROSS, VOLUME XXXII,
ISSUE 5251, 11 AUGUST 1876

A CORRESPONDENT writing from Kaihu on the 9th instant, says:—"A sitting of the Native Lands Court was opened here on the 7th to adjudicate upon two matters of considerable importance to this part of the North, if not to the colony. The subject of inquiry was 80,000 or 90,000 acres of land, and this inquiry had been postponed from time to time. After sitting for three or four days the Court awarded the Waipoua block of 17,000 acres to the Chief Teopua, and the Mangonui block of some 47,000 acres to the Chief Parore. Immediately after the decision of the Land Court, the blocks were acquired by the General Government at a price varying from 1s. 3d. to 1s. 1d. per acre. The purchase is regarded as a most successful one. The negotiations had been begun by Mr. Brissenden, and were concluded by Mr. Preece, with the aid of Mr. Kemp, Civil Commissioner for the district. Some other blocks of excellent land were also passed through the Court, and the purchase of a large block in Mangikohu district, which had been previously adjudicated upon, was concluded, and the purchase money paid to the native owners. These purchases comprise some of the best land in the North. Altogether, between £7,000 and £8,000 in cash was paid over by the Government to the natives."

KAIHU, February 9.

The natives in this district are now carefully registering their names on the electoral roll of Marsden. At the last election only 76 votes were recorded at the Wauroa, and the number of the roll was only 80. It is expected that the next election will show very different results, so far as the Wauroa is concerned. No Government money has hitherto been expended in this district, in making roads and bridges, while it is a well-known fact that, with the exception of the Thames, there is no more important district out of Auckland in the province, or one which contributes more largely to the revenue. It is proposed to establish a native school at Hoponga, at the request of the natives in the district. At present there are from 100 to 120 children, for whom no educational provision exists. The natives here refer with feelings of jealousy to the large expenditure that has taken place in other parts of the North for schools and other native purposes, and they attribute the neglect of the Government to their uniform loyalty, and their not clamouring, like other districts, for aid. The late Maori member, Wi Katene, comes in for a share of blame, being accused of favouring his own district, and neglecting others. It is believed that the newly-elected member Hon Karaka will see justice done. One of the great wants of this district is the opening of a road to Hokianga over the Bluff, a work which Mr. Allright estimated might be done at a cost of some £400 or £500. Telegraphic communication with Auckland is also urgently needed, so much so that the influential residents viz, the mill-owner, bush owners, tradesmen and others are willing to guarantee to the Government any deficiency between the revenue of a telegraphic office here, and the actual working expenses. It is hoped that this offer on the part of settlers may induce the Government to make the line. It is strange that in this matter, as well as in mail matters generally, the district does not receive the amount of attention it deserves.

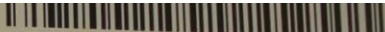
This is in accordance with fact; the figures were merely pencilled in, and the notice of the attesting judge called thereto, and the object thereof stated—viz., that should Parore be induced to sell, the sums paid to him might be added to those already given to Tiopira, and one conveyance to the Queen be taken from both vendors. I can find no irregularity in these purchases. Tiopira received his due, and, indeed, in the joint letter of himself and Paora only begs for more money that his chiefs may not be put in a lower scale than Parore's. I must notice the behaviour of Mr. C. E. Nelson, who, whilst in receipt of Government pay as clerk and assistant to Mr. Preece, kept a diary in which he made notes of matters which seemed to him to throw discredit on his superior, and who, whilst still in the service of the Government, without communicating with Mr. Preece (whom he was to assist), Mr. Kemp, the Civil Commissioner and District Officer, or the Native Minister; handed over his note book to Mr. Tole, his personal friend, a solicitor, and also a member of the House of Representatives. I refrain from commenting upon conduct so dishonourable. Mr. Nelson is not now in the service of the colony.—R. C. BARSTOW."

REPORT ON PURCHASE OF OPOUTEKE BLOCK.—Whilst this block was before the Native Lands Court, a native named Te Haurangi asserted a claim to a portion of it, and pointed out on the plan the piece which he stated to belong to him. A pencil line was drawn on the plan indicating the piece. He consented, however, that the grant for the entire block should be issued to Kaniariera Wharepapa. When Mr. Preece, as Land Purchase Agent, was about to pay the price which had been agreed upon to Wharepapa, he wrote to Te Haurangi, who thereon came to Kaihu. Mr. Preece gathered from some of the Maoris that Haurangi would not get any money from Wharepapa, and before paying for the land concluded an arrangement with him that on receiving £100 he would make no further claim against the Government, and only have recourse to Wharepapa. This sum was paid before the purchase money for the land was handed over. Te Haurangi and Heta afterwards came to Auckland to take steps against Wharepapa, but were met by Mr. Nelson, who induced them to go to Mr. Tole, and then to Sir George Grey. They both expressed themselves to me as having no complaint against the Government, that these grievances were manufactured by Messrs. Nelson and Tole, but that they hoped to get some payment from the parties who had appropriated the purchase money. —R. C. BARSTOW. 30th June, 1876."

The following blocks of land, purchased in this province from the natives, are proclaimed waste lands of the Crown:—The Takanga block, in Hokianga district, containing 1,750 acres; the Waipoua block, in the Hokianga district, containing 35,300 acres; the Maunganui block, in the Kaipara district, containing 37,592 acres; the One block, Kaipara district, containing 3,968 acres; the Opouteke block, Kaipara district, containing 42,000 acres; the Waerekahakaha block, Kaipara district, containing 2,520 acres; the Pekapekarau block, Kaipara district, containing 5,220 acres; the Kairara block, Kaipara district, containing 25,700 acres; and Te Wharau block, Coromandel district, containing 3,893 acres. The total area of the above blocks is 157,943 acres.

ACTUAL RECORDS FROM AUCKLAND ARCHIVES RELATING TO LAND OWNERSHIP

1874

Item	 R 10 506 574
Ordered For	Roger Mold
Date to View	06 Sep 2013
Ordered On	11:12, 6 Sep 2013
Container Code	C 48 736
Archives Reference No	BBOP A52 4309 Box 4
Item Reference	a-129
Record Number	1874/1340
Part Number	
Alternative Record No	
Title	
From: Tiopira Taoho, Waipoua and Another - Subject: Asking that money for certain lands be kept back until investigated	
Dates	1874

[129]

N. L. 6 August 11.

Viopira Tachos
& another

74/1340

Acting that the money for certain
lands may be kept back till they are
investigated

Wick 74-1893

Waipona

July 27th 1874.

Mr. Venton
Chief Judge.

Friend Mr. Venton
Salutations to you.

This is a word of ours to you that you may
know that there is difficulty among us
about our land on the West Coast - namely
the Waipona

There is a word of ours to you that you may
 know that there is difficulty among us
 about our land on the West Coast, namely,
 Kauran, Chemowatane, Wapona,
 Te Muriwai, Kaurara, and a part of
 Mangamui, caused by the boundary of
 Ngaiterangi or rather of Mr. Poir. This is the
 Do you retain the money till after it is
 adjudicated upon, that you may know
 whether he has a right to the land. When
 Col. McDonnell comes here we will let the
 Government have this side. Then ^{they are} it is
 surveyed we shall be willing to have
 them adjudicated upon. Be sure to
 retain the money for Mr. Poir's land.

Mr. Panton

Viripira Paohe
 Peneti Pano

I am
 as before

Item	
R 10 506 666	
Ordered For	Roger Mold
Date to View	06 Sep 2013
Ordered On	12:03, 6 Sep 2013
Container Code	C 48 736
Archives Reference No	BBOP A52 4309 Box 4
Item Reference	a-131
Record Number	1874/1893
Part Number	
Alternative Record No	
Title	
From: Tiopira Taoho, Waipoua - Subject: Wi Pou asking his claim be heard before money is paid for it	
Dates	1874


[131]
N. L. C. November 4. Oropina Paoko
44/1893

Asking that a certain land may
74-1340 be heard before the money is paid for it

Haimamattu
October 22nd, 1874

Friend Mr. Fenton

Salutations to you.
Your letter of the 14th of September
has arrived about the piece belonging

Item		 R 21 119 810
Ordered For	Roger Mold	
Date to View	06 Sep 2013	
Ordered On	12:05, 6 Sep 2013	
Container Code	C 95 517	
Archives Reference No	AP2 48	
Item Reference		
Record Number	1164/76	
Part Number		
Alternative Record No		
Title	1 March - 19 April 1876 - Waipoua and Maunganui Blocks, Kaipara - Correspondence between Joseph A Tole, Solicitor, Paul Tuhaere, Charles E Nelson, Land Purchase Agent, and others re the alleged improper sale of the Waipoua and Maunganui Blocks, in the Wairoa, Kaipara District	
Dates	1876	

76 Inch 1/76 Arama Karakawo

Otamatea

No decision of N.Z. Court in favour of Parore
for the Mangamui & Waipere blocks

Otamatea, February 16th 1876.

To be sent to
J. H. Scott

Ans'd 22/6/76
Bk 85 f 440

with copy of 279/76

To Sir George Grey.

Sir, Salutations. This is to
tell you of the wrong we
have seen of this Court, i.e.
the Native Land Court
recently held at Kaitake,
Kaipara. This is the wrong.
1st. The remark made by the
Court that "if these people
had been killed by Parore

the Native Land Court
recently held at Kaitiaki,
Kaipara. This is the wrong.
1st. The remark made by the
Court that "if these people
had been killed by Parore
and Te Pirarua they would
not have been here now
interfering with this case or
Court."

2nd. Giving judgment against
the right and giving it in
favor of the wrong. The expla-
nation of this is: Parore and
party were not entitled to
the land (the Mangamui
and Kaipara Blocks) yet
the Court decided that they
were the rightful owners,
whereas in fact we, Te Pirarua
and

490/76

and partly are the proper owners, but the Court decided we were not.

Now then listen. The Native Assessor who presided with the judges was not a party to the judgment given by the judges. The decision or opinion he arrived at was that we, Siopira and partly were the rightful owners. He and the judges therefore had a dispute, but they failed to get him to concur in their opinion. On the 4th day the Assessor was permitted to give his decision which was in favor of Siopira and partly and us, and against

may of course to get him to
concur in their opinion.
On the 4th day the Assessor
was permitted to give
his decision which was
in favor of Piopia and party
and us, and against
Parore and his people. This
was the first judgment
given by that of the Assessor.
This caused the Europeans
judges to be angry with him.
and Judge Muro said.
"We were both under the
impression that the Assessor
had become of the same
opinion as ^{we} ~~us~~. This statement
was listened to by 500 people.
After this Judge Muro suggested
that they should adjourn
to

490/76

to another room for two or three minutes when they would return and deliver another judgment. They accordingly retired, but the Assessor did not agree with them (or alter his opinion). He told his colleagues that he had already given his decision and that he would not give a second or contrary one. That it would be for them alone to give their own judgment. This made his colleagues angry with him. They were extremely angry with him. in consequence of which he expressed his determination to return on

him. they were extremely
angry with him. in consequence
of which he expressed his
determination to return on
board the steamer. After
judgment had been given
by the judges, Dipira arose
and said. "I shall suspend
(the judgment in regard to)
this land (or I protest against
the award made). we all
agree to this." On hearing this
the judges suddenly left
the court. Paul

Paul here however, can tell
you what took place, he
knows all that transpired.
Subsequently it was proposed
by Mr Kemp the Commissioner
and

490776

and Mr Preece that the difficulty
should be settled according to
Native customs, and that
friendly relations should
be restored between the two
contending parties. the result
was, the reconciliation of both
parties as far as their personal
feelings against each other
were concerned, but the
difficulty or wrong in regard
to the land was not settled.

We therefore declare this
judgment by the Court to be
in abeyance (not final) and ^{therefore}
does not effect (our title to)
the land. - Hearkened to our
opinion. The Law said it would
settle all things that are wrong.

appearing or wrong in regard
to the land was not settled.
We therefore declare this
judgment by the Court to be
in abeyance (not final) and
does not effect (our title to)
the land. - Heavens to our
opinion. The Law said it would
signify all things that are wrong.
But we now find that the
Law induces people to do
wrong. for this question was
dealt with by Maori Law,
or custom, which we consider
is very wrong, inasmuch
as it does not give justice
alike to the Orphan, widow,
and poor, Great and small.
We now know that the Law
sanctions wrong practices,
and condemns those

4907-76

those that are right or just.
We therefore disapprove
of such proceedings. Now
listen to what Judge Muro
told us at the Court, that
we were to cease interfering
in future with any of the
Warrior lands that might
be passed through the Court.
This is a very improper
remark of the Judge of the
Native Land Court. There
are the Gazette containing
the notices of the sittings of the
Court sent everywhere through-
out the Territory, the notice
state that any person
having claims to the land

Native Land Court. They
are the gazettes containing
the notices of the sitting of the
Court. sent everywhere through-
out the country, the notice
state that any person
having claim to the land
are to attend the Court
no matter where. We have
claim to the Wairoa and
~~Baraka~~ Mangakakia lands
through our Ancestors. We
shall never desist from
protesting against these
proceedings. Enough

Hon Waima Karaka Hauiti

" Eramiha Paikaea

" Neha Makoua

and all our Tribe who
were present at the
Court.

Mich 7/6 Joseph Augustus Cole
Auckland

to improper sale Auckland
8th March 1846
the Waipoua & Mangamui
blocks of the Waipoua, Kaipara dist, by Parore an aboriginal
native
The Superintendent of
the Province of Auckland

Forwarded copy to
Hon Colonial
Secretary with
letter requesting
enquiry to be
made, and that
no further
steps be
taken
to

Have the honor on behalf
of an aboriginal native named
Tupia a Co-grantee, with another
native named Parore, of two
blocks of land named respectively
"Waipoua" and "Mangamui" in

enquiry to be
made, and that
no further
steps will be
taken
until
enquiry
has been
made.

Bh 23/403
9/3/6

No date informed
anonymously with copy of above

Bh 23/404
9/3/6

Tiupina a co-grantee, with another
native named Parore, of two
blocks of land named respectively
"Kaipona" and "Maungamui" in
the Waikato, Kaipara district, to
communicate to your Honor
briefly the following facts disclosing
a grievance of which it is confidently
hoped your Honor will kindly
endeavour to seek redress.

The above blocks of land were
adjudicated upon in favour of
the above mentioned Tiupina and
Parore, as joint grantees of each

539/76

block upon the understanding
that Parore would pay to Teipira
the sum of £100, being part
of the purchase money of a block
of land (to which Teipira asserted
a claim) called "Waimata," sold
some time previously, to I believe
Mr. Sanfiville. This arrangement
was concluded by correspondence
between the parties, which
correspondence is in existence.

With the full knowledge of
this arrangement the block

between the parties, which
correspondence is in existence.

With the full knowledge of
this arrangement the blocks
were sold to the General
Government, through native
land purchase Agents, who
negotiated the sale at the
sum of £ 2000 for each block.

At the time of the execution
of the deeds, I am instructed,
the place, in the instruments
of conveyance, allotted to the

539/76

insertion of the consideration
money was left blank, and
though at the time of Execution
the real consideration of the ^{sale}
was interpreted to Tinsia as (as
before stated) £2000 for each
block, it was nevertheless shortly
afterwards discovered that the
considerations in these same
deeds had been filled in
as respectively £2200 and
£2300 being an aggregate

539/76

necessary to increase that amount to the extent already stated (£500), he asserts that he is justly entitled to his proportion of it, and not that it should be all paid to a Co-grantee -

As the grants ~~from~~ ^{to} the crown, (from the natives) of both the above blocks are alleged

by the Land Commissioner under the Native Land Transfer Act, to have satisfactorily passed through all the requisite stages

above claims are alleged
by the Trust Commissioner
under the Native Land Claims Prevention Act,
to have satisfactorily passed
through all the requisite stages
of enquiry, for the purposes of
registration, it is respectfully
trusted that Your Honor will
as conveniently as possible
institute such measures
as may eventuate in the
proper protection of Tuiroa,
and also ⁱⁿ the adjustment
of the claims of parties

539/76
in this purchase.

In conclusion I may state
that these facts are furnished
to me by the Native Chief
Paul Juhaere who was present
during the adjudication of
these blocks and acted
then, as now, as the Agent
of Timpina -

Have the honor to be
Sir
Your obedient servant
Joseph Augustus Sol
Solicitor

April 12/76 Tioptia Kinari
Waipoua.

For payment of balance of purchase money
for blocks "Waipoua" & "Maungani".

Cps to be sent forth. These original, to
be sent to me. *Am*

Translation Anorogly 22/6/76
with copy of 490/76 Bk 258 4610

"Waipoua".
March 27/76

To Sir Geo. Grey

Friend greeting-

This is our word to you, for you
to take to the Parliament, as
we have heard that you are the
Governor of this Province, and that
is why we refer to you, that you may
fight for our wrongs against the
Government, (viz) the money for
"Waipoua" and "Maungani". The
money paid to us was two
thousand pounds, and there is
a balance still due of Five
hundred pounds, which have
never had, the price agreed upon
was 1/6 per acre - but we are
trying to find out why the money
paid to us was so much less
than was agreed upon, and we
know that there must have been

£2000. 0. 0

£500. 0. 0

To Sir Geo Grey
Suckland

some

translation.

895/76

Mr Kemp, The information you asked me for, in reference to what Mr Cole the lawyer said :- I cannot say who the Interpreter was to that Lawyer, I only saw Mr Nelson there once, but Mr Cole the Surveyor I saw often, perhaps it was he who interpreted for Heta and Le Haurangi; this is merely an idea of my own, but as for myself I had nothing to say with reference to the matter complained of.

[S^a] Haora Inhaure
17. 3. 76.

895/76

Hon Dr. Hallen. -

I have referred these papers to Mr J. W. Hreece, the Land Purchase Agent, who states that the "Waipoua and Mangamui" Blocks were purchased by Messrs Brissenden and Nelson for the Government from Ioipira and other Natives for 1/1^d per acre, and paid them sums of money (at a very early stage) in the shape of advances to the amount of £620. Mr Hreece further states that these Agents utterly ignored and refused to acknowledge the interest of Harore to Awha, the principal Chief of the District, who afterwards proved his claim in Court. Harore then refused to sell, and Ioipira was requested to complete the sale to the Government of his interest on the terms agreed on, which he, in the presence of Paul Tuhaere, did, the Government Agent conceding his only request which was to make up his share to £2000 which was about £50 more than his share of the amount originally agreed on viz: 1/1^d per acre, together with a valuable reserve at Waipoua of 6000 acres which afterwards turned out to be 12,000 acres and which more than compensated for the extra price given to Harore. Harore afterwards sold his interest for £2500. in the two blocks; all these arrangements having come under my personal notice.

(S^d) H. J. Kemp.
18. 3. 76.

Auckland

Mr. Soli's letter as to the improper sale of the
Wairau & Mangamui
blocks in the Wairau Raipara Dist.

Auckland 15th April 1876

Sir

I have received your letter of
date March 9th ultimo covering copy of a letter
from Mr Joseph A. Soli calling attention on
behalf of the Native Harore to what your Honor
is pleased to describe as the "improper sale" of
the Wairau and Mangamui blocks in the
Wairau, Raipara District.

I enclose for your Honor's information
copy of a memo by Mr H. J. Kemp explanatory of
the circumstances attending the sale of the blocks
in question which was concluded during a
sitting of the Native Lands Court and recorded
as required by law.

Your Honor will see that the
Native on whose behalf you intervene has no cause
to

This Honor
The Superintendent
Auckland

Received April 1876
Mr. Soli

Quoted 365
27/4/76

89, 5/76

to complain, and makes no complaint, regarding the actual sale of the land, but has grounds to complain of the action of Messrs Brissenden and Nelson, the Land Purchase Agents, who declined in the first instance to recognize his title and who exclusively favoured that of Ioapira.

I call your Honor's attention to the circumstance that Paul Inhaere denies the assertion made by Mr Joseph A. Sole, that he, Paul, had furnished the "facts" upon which Mr Sole's statement is based.

I have the honor to be
Sir

Your obedient Servant.

1022/76
Auckland May 1st 1876.

Sir

Having perused the letters you sent me on the 29th ult^o I beg to return them with the following desultory remarks upon their argumentation -

In the first place, I fail to comprehend why His Honor the Colonial Secretary makes use of satirical expressions, as "Your Honor is pleased to describe" &c, when His Honor the Superintendent simply transmits a report of complaints made by Paora Te-haere and other natives against certain members of the Native O-

preclude why the Hon: the Colonial Secretary makes use of satirical expressions, as "Your Honor is pleased to describe" &c, when His Honor the Superintendent simply transmits a report of complaints made by Paora Tu-hae and other natives against certain members of the Native Department —

It appears that in your letter to His Honor the Superintendent, or in its copy to The Honourable the Colonial Secretary, Paore is written where, from the context, it is evident that Tiopira is meant; nevertheless, this, small graphical error, is dwelt upon as one of the clinching-points in the negative demonstration —

The statement

1022/76

The statement, ~~that~~ Paul denies having "supplied the facts" seems, to me, to be a jocos-serious, paranomastic subterfuge, where ambiguous diction is used as an armour of defence; Paul, certes, did not supply the facts, but, he supplied, (by means of an interpreter, myself,) a narration of the facts, and all the circumstances connected therewith — Did not Paul, and other natives, interview His Honor the Superintendent, for a specific purpose? Did not Paul visit Colonel Haultain, and, as Tiopira's agent, object to the registration of certain deeds? I have put these two last

pose? did not Paul visit Colonel
Haultain, and, as Tzipias's agent,
object to the registration of certain
deeds? I have put these two last
statements interrogatively, remembering
that as once an eminent scholar and
logician proved, satisfactorily to
himself, that Peter was not Peter, so
The Honorable the Colonial Secretary
might, by an equipollent process
of ratiocination, disprove the identity
of Paul —

Your "assertions", Mr. Cole, are estimated
as visionary figments; this is the correct
thing; I grant that an assertion without
proof is a nonentity; The Honorable
the Colonial Secretary, I have noticed,
is not always ^{such} a toe-the-line stickler
for

1022/76

written in English, and subsigned
"Preese & Graham, Agents for Parore"
Mr Graham was, at that time, surveying
some land of Parore's; however, the *ruse*
de guerre did not succeed —

The assertion that I ignored Parore's
claim to the land, is utterly void of
truth; I can, if called upon to do so,
adduce irrefutable evidence of having
offered Parore £200 as an advance
on the sale of his land; but, he said
"give me £500 or the land shall never
be yours" —

I could not controvert the assertion that
"Parore is the principal chief in the
district," where he lives, and, where he
has disposed of thousands of acres; but,

"give me £500 or the land shall never be yours" —

I could not controvert the assertion that "Parore is the principal chief in the district," where he lives, and where he has disposed of thousands of acres; but, I deny that he is the principal chief in the locality sold to the Government, area 72,892 acres, and the nearest boundary four hours ride from Parore's settlement.

Had Messrs Kemp and Preece taken the precaution to make "an early stage" in their negotiations and advanced £400 or £500 to Parore, prior to the decision of the N. Land Court, they would have saved the Country £500 —

As regards Tiopira's reserve, it is a portion of the "Waipoua" block, it was
Surveys.

1822/76

surveyed by Mr Wilson and a plan of it, containing the area, was produced in the court, where it was adjudicated upon conjointly with the "Maungau" and "Waipoua" blocks - the expression "which afterwards turned out to be 12,000 acres" is consequently nothing but puerile clap-trap - and, indeed, to my mind, the whole of the statement, above Mr Kemps signature, forms the most flimsy, flabby and rapid exegesis I thought it possible to emanate from such a fountain of self-sufficiency -

I now come to Paora's letter: it is,

to emanate from such a fountain
of self-sufficiency —

I now come to Paor's letter: it is,
manifestly, an answer to Mr Kemp's
questions, who interpreted these matters
to Mr Tole? was it Mr Nelson?
Paor's reply is "I cannot say who
the interpreter was to the lawyer,
I only saw Mr Nelson there once, but,
Mr Tole the Surveyor I saw oftener."
Now, as you know, I brought Paul
to your office once only, when I, at
his request, gave you an account of his
alleged grievances — so far, therefore,
Paul is correct; but, in the same breath
almost, he acknowledges having seen
your brother

1022/76

your brother oftener than me - what an
egis of protection may not this equivocal
manner of expression afford to an evasive
controversialist - Paul's concluding sen-
tence "I have nothing to say with re-
ference to the matter complained of"
is all but the truth, while I gave
you "the matter complained of" in
English, Paul graciously condescended
to ~~give~~ treat you to an occasional
Mandarin nod -

Now Sir, being at the limit of my
scribbling tether, I must ask you to over-
look any inelegance of diction I may have
indulged in unwittingly; while, at the same

scribbling tetter, I must ask you to overlook any inelegance of diction I may have indulged in unwittingly; while, at the same time, I would assure you that, even assuming the plasticity of some of the natives concerned, in conjunction with their official allies, I shall still be able to prove, the truth can make headway against the stronger current of opposition, and that the conduct of Messrs Kemp and Preece has been contrary to the letter and spirit of the Native Lands Act —

I am Sir

Your most obedient servant

Charles E. Nelson.

J. A. Lohr Esq^r Solicitor.

May 2/76 Joseph A. Tole
Auckland



Shortland Street
Auckland

1st May 1876

Ref to sale of Waipoua
Mangamui blocks

Sir

I have the honor to acknowledge
the receipt of a letter dated 27th ^{last} from
the Provincial Secretary concerning copies of
a letter to your Honor from the Hon: the
Colonial Secretary and also of a memo.
from Mr. Kemp and a letter from the

Coly forwarded to Chief Paul Tuhare.
Hon Colonial Secretary
(at Auckland) with
letter as herewith.

I have carefully

perused that letter and its enclosure.

a letter to your Honor from the Hon: the
Colonial Secretary and also of a memo.
from Mr. Kemp and a letter from the
Chief Paul Tuhare.

Copy forwarded to
Hon Colonial Secretary
(at Auckland) with
letter of transmitt.

B.L.B. 390
2/5/76

I have carefully
perused that letter and its enclosures,
and in reply, beg to state, that there is
(whether designedly or not, I am unaware)
nothing in them which deals with, much
less explains, the extraordinary circumstances
connected with the sale of the warpona
and Mamyamini belts as stated to
your Honor in my letter on this subject;
and that the Hon: the Colonial Secretary

To His Honor
The Superintendent
Auckland

1022/76

appears to me to have at least
misinterpreted my letter to your Honor
seeing that he strangely enough replies
as if the Nature of the case were the
Complaining party, whereas the most
casual perusal of my letter could not
have failed to make it manifest that
Lipona and not Parae was and is
the aggrieved person. Furthermore
in view of the fact that my letter was
submitted to Messrs. Kemp and Pease
for information it is incomprehensible to me
how such a misconstruction as that to which
I allude could have arisen except by

submitted to Messrs Kemp and Preece
for information it is incomprehensible to me
how such a misconstruction as that to which
I allude could have arisen except by
reluctantly attributing it to design, a cause
to which I should be glad to learn, it cannot
be ascribed. But passing on to the merits
of this correspondence Your Honor will observe
by a comparison of the facts contained in my
previous letter relative to Llopina, with the
reply and the irrelevant enclosures therewith
from the Hon: the Colonial Secretary, that
those facts are in no respect controverted or
justified ^{even} explained - how here is it

Lipuna will not pay
the affected person

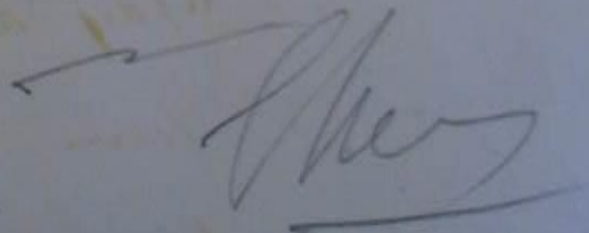
022

enquiries to the ~~moderate~~
~~the~~ ~~circumstances~~
~~desidera~~ ~~consequence~~ of
alluded in his ~~conception~~:
= I have taken
place, and further that
until this such enquiries
has been made all
proceedings relative to
the Suits for the Rights
of Land in Western New
Zealand.

Mr. J. A. T. is right
in stating that the Chief

Parore to
Parore & Teira here,
together with Mr. T. J. T. J.,
and some natives sang
and Mairi an inter-
view with me, on the
subject of the wrongs
proceedings about in
this correspondence &
is alleged took place

I have



1022/76

appears to me to have at least
misinterpreted my letter to your Honor
seeing that he strangely enough replies
as if the Nature of the case were the
Complaining Party, whereas the most
casual perusal of my letter could not
have failed to make it manifest that
Lipson and not Parole was and is
the aggrieved person. Furthermore
in view of the fact that my letter was
submitted to Messrs Kemp and Greer
for information it is incomprehensible to me
how such a misconstruction as that to which

for information it is incomprehensible to me
how such a misconstruction as that to which
I allude could have arisen except by
reluctantly attributing it to design, a cause
to which I should be glad to learn, it cannot
be ascribed. But passing on to the merits
of this correspondence Your Honor will observe
by a comparison of the facts contained in my
previous letter relative to Lopra, with the
reply and the irrelevant enclosures therewith
from the Hon: the Colonial Secretary, that
those facts are in no respect controverted or
justified ^{even} ~~or~~ explained - how here is it

1022/76

denied that on the occasion of the execution of the deeds by Tiohia the consideration money of each of the plots (Waipoua & Maunafanui) was not only understood to be £2000, but that amount only was also interpreted to him, and that after execution the consideration money was increased to £2200 and £2300, and those sums inserted in the respective deeds.

Indeed it is admitted by Mr. Kemp and under whose "personal advice" these matters came that the "Etha price" was given to Parae. Nowhere is it denied that Tiohia

came that the "extra price" was given to Parac. Nowhere is it denied that Tzipora did not receive his proportion of the "extra price" though on the face of the deeds and by his executing them, he is made to acknowledge the receipt of such proportion.

Now again, it is denied that at the time of the execution of the deeds by Tzipora it was distinctly understood and publicly expressed that the pecuniary consideration of each deed was £2000 and that according to that intention and not otherwise he subscribed his name.

But this acknowledged settlement

1022/76

was permitted to be violated to the
prejudice of Tjipnia, for in the concluding
sentence of this Memo: to the Hon:
the Colonial Secretary Mr. Kemp, under
whose "personal notice these arrangements
came" states that "Paroe afterwards"
(i.e. in the interval between the signing
of Tjipnia and that by Paroe) "sold his
interest for £2500", from which it
would appear that an impropriety is
at once admitted - And yet, many
day with astonishment, the result of the
enquiries made by the Joint-Commissioners

day with astonishment, the result of the
enquiries made by the Trust-Commissioners
under "the Native Land & Franchise Protection
Act, is deemed to be satisfactory -

It is needless further here to discuss the
effect of statements which would properly
be the subject of evidence in any enquiry
which it might be deemed necessary
to institute. Suffice it to say,
I do not consider that the correspondence
in reply now forwarded to me by Your
Honour from the Hon. the Col. Secretary
affords any explanation whatever

1022/76
of the allegations contained in my
letter and therefore no satisfaction
of the grievances therein specified,
The Native Tiofina personally
called on me at my Office on Saturday
week and Monday week last in
company with his son and Mr.
Wood, a Native School Teacher who
informed me that he, Tiofina,
came to interview me on the subject
of my correspondence with Your Honor
on his present business - And knowing
that the Hon: the Native Minister was
expected soon in Auckland I advised

Came to interview me on the subject
of my correspondence with Your Honor
on his present business - And knowing
that the Hon: the Native Minister was
expected soon in Auckland, I advised
him, Tipira to remain in Auckland
till Sir Donald McLean's arrival
a course which was readily assented
to - Previous to this interview I had
never seen Tipira, and I believe his
visit to me ~~was~~ is attributable to a letter
which he received from the chief
Paul, who subsequent to my former letter
to Your Honor, wrote to Tipira informing
him that he, Paul, had seen me, and

that Topna, acting under the sinister influence of deputed finesse, has refrained from calling on me. This being so, and having received no official intimation that the grievance has been satisfied, I must again request that Your Honor will, if there appear now still to be sufficient reason, urge either that such satisfaction (by payment to Topna of his proportion of the extra purchase money) be made, or are enquiring with that view held; and that in the mean time all proceedings relative to the deeds of the blocks in question be stayed. No better opportunity than the present could arise as the Hon: the Native Minister, and all the parties concerned are now in Auckland.

I cannot

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I cannot close this letter without adverting specifically to one point in the Hon: the Colonial Secretary's letter, to which he has devoted a concluding paragraph of an uncomplimentary import. I would not trouble Your Honor with any comments on this aspect of the subject were it not manifest that by an inordinate investigation regarding the source of my information either by the Hon: the Col: Secretary or the officers to whom he referred the papers - strenuous efforts have been made to raise a false issue and divert attention from the subject matter under consideration. These efforts are shown by the letter apparently extorted from the Chief Paul, who seems, as far as I can judge from the translation forwarded to me, in a state of duress, to have written categorical

attention from the subject matter under consideration. These efforts are shown by the letter apparently extorted from the Chief Paul, who seems, as far as I can judge from the translation forwarded to me, in a state of duress, to have written categorical answers to indicated questions. I use the word "duress" advisedly, for, otherwise, surely it cannot have escaped the memory of Paul that he came to my office on Tipina's business, that as Tipina's Agent, he, with Heta Te Haara and Te Haurangi accompanied me to interview Your Honor, as Your Honor is aware, upon the subject only of the matters contained in my previous letter; that prior to this interview, he, with Heta Te Haara ~~and~~ Te Haurangi and Mr. William Young a Licensed Interpreter, went with me to Col^d Hamilton, Trust Commissioner, to

1022/76

to show cause why, under the circumstances already detailed by me, the registration and other steps towards completion of the deeds of Conveyance, should be stayed till an arrangement satisfactory to Tiopira had been arrived at. The chief Paul makes no mention of these facts and consequently does not contradict them. I am therefore certain that Paul has allowed himself to be constrained into writing his letter, otherwise in the face of the conclusive incidents above quoted, he could not have resorted to ~~the~~ so desperate and audacious a statement as that wherein he says "But as for myself I had nothing to say" with reference to the matter complained of."

as a statement as that wherein he says
"But- as for myself I had nothing to say
"with reference to the matter complained of"

The Hon: the Col: Secretary, I think, seems
to regard my position in this correspondence
as importing other than purely professional
significance - My relations in this matter
as in the case of Heta & Haara and Te Haurangi,
(Concerning which I await a reply) are
simply those of Solicitor and client, a
circumstance which there is evidently an
inclination on the part of the Hon: the Col:!
Secretary to ignore. The issue before us,
and the only one which with any show of -
pertinence we can deal, is, not as to the
source of my information in relation to the
matters which are, as described by me, "facts";

1022/76
But whether or not that information is
correct, or can be established. This issue
I hold, is untouched by the correspondence
forwarded to me and therefore the grievance
complained of still remains unexplained
and unredressed -

In conclusion, I enclose a letter
from Mr. C. E. Nelson Licensed Interpreter
and Assistant Land Purchase Agent
who in such Capacities possesses personal
knowledge of the transactions now in
question, and beg to call Your Honor's
especial attention to the circumstances
therein detailed relating to the extraordinary
statements made, and position now
sought to be assumed by the Chief
Land -

Have the honor to be
Sir,
Your obedient servant
Joseph. A. Toole
Solicitor

May 5/76 Col Secy

Auckland
Acknowledges letter with enclosure from
Mr J. A. Sole

General Government Office
Auckland 4th May 1876

Sir

1022/76.

2nd May 1876.

I have the honor to acknowledge
receipt of your letter of the number and
date quoted in the margin hereof, covering
copy of a letter and its enclosure addressed
to your Honor by Mr J. A. Sole.

1022/75.

2nd May 1876.

date quoted in the margin hereof, covering
copy of a letter and its enclosure addressed
to your Honor by Mr J. A. Tole.

In acknowledging the receipt of your
letter of the 4th Inst I have the honor to be
regards a letter which Sir
had been addressed to him (your obedient servant
by Mr J. A. Tole - I have
the honor to request that ~~James Hall~~

you will inform me whether
His Honor or rather the Government will
the Superintendent ~~submit~~ an enquiry
into the ~~enquiry~~ ~~complaint~~ ~~as I cannot~~ ~~regard~~
off Mr. Tole - this would
Auckland.

Wrote Hon Colonial Secretary
(per Native Minister Auckland) at above.

Edw J 34

18/6/76

Blocks, and to inform you
that instructions have been
given for an inquiry into
the matter.

I have the honor to be
Your Honor's
Most Obedient Servant.

Donald McLean

Copied forwarded Wm. J. A. Tol
Block 78
19/6/26

Your Honor's letter of the
2nd instant, addressed to the
Honorable the Colonial
Secretary, forwarding copies
of further correspondence from
Mr. J. A. Tol in reference
to certain alleged irregularities
in the purchase of the
Waipuna and Mangamui

His Honor

Block

The Superintendent

Auckland

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-6-

(Kaipara Consolidation Scheme)
Trial Locations

("C" Series)

Section 1 Block I Kaihu Survey District -
(European land).

This Section is situated some eight to ten miles from Kaihu, and access is by a very poor clay road. The only occupier is Rawiri Taniero who desires to fill any vacancies. However, his other interests are very small and he will not be able to fill even if others are all willing to vacate. At present, he is the nominated occupier and this season, (1931) is being assisted under the Development Scheme. The section is partitioned into five subdivisions. Subdivision E is a whitapu containing a quarter of an acre within A. Trustees to be appointed.

Owners:-

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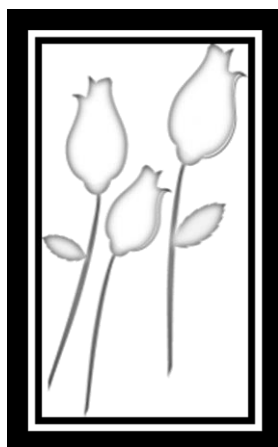
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*AOTEA GENEALOGISTS AND
HISTORIANS*

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*Edited by Elisabeth Maude
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