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'UNREALISED PLANS. THE NEW ZEALAND COMPANY

IN THE MANAWATU, 1841 - 1844.'

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fulfillment of the requirements for the Diploma
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ABBREVIATIONS

BPP	<u>British Parliamentary Papers</u>
OLC	Old Land Claim
NZC 12th Report	<u>Documents Appended to the Twelfth Report of the Directors of the New Zealand Company (London, 1844)</u>
NZGWS	<u>New Zealand Gazette and Wellington Spectator</u>
NZH	<u>New Zealand's Heritage</u>
NZJ	<u>New Zealand Journal</u>
NZJH	<u>New Zealand Journal of History</u>

INTRODUCTION

The New Zealand Company was formed in August 1839 following the amalgamation of two earlier colonising bodies. The Company was the instrument with which Edward Gibbon Wakefield hoped to give practical expression to his theories of colonisation, and it was representative of a Victorian trend toward colonisation by which the British '...commercial classes and many of the British Ministers (worked) toward the expansion of British trade and shipping in the Far East.'¹ Edward Gibbon Wakefield's theories of systematic colonisation and the activities of the New Zealand Company in New Zealand have been well documented and described in the literature.² This essay is in the form of a regional case study, as it examines the Company's plans to open up the Manawatu and Horowhenua districts for European settlement by purchasing a vast tract of land from one Maori tribe with rights of landownership.

Having purchased this huge block the Company then began to survey and divide the land into country sections. These sections were then offered to holders of its landorders, some of whom hoped to settle in the region under the Company's colonisation scheme, whilst others used the land for speculative purposes. By the end of 1842 plans for three private towns had been proposed for the area the Company had surveyed.

When examining the sale of the land to the Company a gap between Maori and European perceptions of the meaning of the negotiations became apparent. For convenience I have labelled it a perceptual gap between Maori and European

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1. Helen Taft Manning, 'Lord Durham and the New Zealand Company,' *NZJH*, 6:11 (1972), p. 14.
 2. R.A.K. Mason, 'The Grand Plans of Edward Gibbon Wakefield,' *NZH*, 1:13 (1971), pp. 337 - 342.
 John Miller, Early Victorian New Zealand. A Study of Racial Tension and Social Attitudes 1839 - 1852. (Wellington, 1958).
 Michael Turnbull, The New Zealand Bubble: The Wakefield Theory in Practice (Wellington, 1959).
 Warwick Tyler, 'The New Zealand Company,' *NZH*, 1:12 (1972), pp. 331 - 336., are some examples.

viewpoints, by which I mean that the psychological frameworks, conditioned by their different cultural milieus', with which each party approached the sale contained inherent disparities that were bound to lead to conflict. This is because the values and 'world view' of the Maori and European participants were different, and in some respects mutually exclusive, or so it seems to me. Although this gap was more pronounced when Victorian Englishmen met with post-Classic Maori who were still culturally autonomous, I feel it is a phenomenon which still exists today, as evidenced by the increasing activity amongst Maori organisations as they attempt^{to} have the validity of their own perspective recognised by the European majority, the latter being, for the most part, apathetic, or viewing such attempts at recognition with guarded suspicion.

Recent historical publications tend to support this concept of a gap between Maori and Pakeha perspectives. Judith Binney speaks of a 'gap in perceptions' between the 'colonised' and colonisers', which became apparent as she delved into Maori oral history whilst researching some of her recent publications. As the majority of publications on New Zealand History have been written by European New Zealand Historians, this has led to our History being processed by European minds and presented with a European perspective. Binney stresses the need to take account of the Maori view of our history which, because it stems from an oral tradition, is different from the '...linear or diachronic order of European Historical tradition,' but no less valid. Such differences in perspective need to be understood and respected, and by 'juxtaposing' the two perspectives a better understanding of our past may be achieved.³

A similar theme is examined by W.L. Renwick, who believes that in order to fully appreciate New Zealand's rich past we need to develop a '...unique bicultural way of viewing ourselves as New Zealanders in relation to each other! The issues which affect

3. Judith Binney, 'Maori Oral Narratives, Pakeha Written Texts: Two Forms of Telling History, NZJH, 21:1 (1987), pp. 16 - 28.'

us today have historical antecedents, so in order not to repeat some of the mistakes in our past we need to understand the '...at bottom epistemological,' differences between Maori and European as we look to the future.⁴

Whilst this essay in no way contributes to such a 'unique way' of viewing ourselves, the issues these writers have raised were kept well in mind when examining Maori and European interaction and attempting to understand the conflict of perceptions over land. If anything the deficiencies in this essay arise from the lack of a bicultural perspective.

In order to understand the pattern of Maori landownership extant when the Company made its purchase, it was necessary to examine the complex sequence of events, especially between 1820 -1840, which led to this pattern. Chapter One deals with this.

Chapter Two examines the New Zealand Company's motives and initiatives which led to the Manawatu purchase, and contrasts these with Maori reasons for selling. It is here that the perceptual gap became apparent.

Once the land was sold and surveyed, the Company then used it to fulfill its obligations to holders of its landorders, and some of the land was used to put forward proposals for three private towns. This is described in Chapter Three, whilst Chapter Four deals with the Government Land Claim Commission inquiry into the Company's title and the validity of the Company's purchase in relation to the pattern of Maori landownership established in Chapter One.

4. W.L. Renwick, 'Show us These Islands and Ourselves... Give us a Home in Thought,' NZJH, 21:2 (1987), pp. 197 - 214.

CHAPTER ONE: PRE-EUROPEAN MAORI HISTORY AND THE PATTERN OF
MAORI LANDOWNERSHIP IN THE MANAWATU AND
HOROWHENUA DISTRICTS IN 1840

The history of pre-European Maori occupation in the Manawatu and Horowhenua districts is one of succession. The original inhabitants were driven south by the conquering ancestors of the Rangitane and Muaupoko tribes who later became the tangata whenua of the districts. They in turn faced a series of invasions by northern Tainui tribes which began in the early 1820's and continued throughout that decade. By 1840 a complex pattern of landownership had been established, a pattern that was still extant in 1841 when representatives of the New Zealand Company arrived with visions of colonisation.

The earliest inhabitants of the region were described by one authority as 'the ancient Waitaha'¹, although this people is usually supposed to have been the '...unmixed descendants of the southern Moa hunters'². Modern pre-history has described these early New Zealand inhabitants as belonging to the 'Archaic Phase of New Zealand Eastern Polynesian Culture'³, a term which has superseded both 'Waitaha' and 'Moa hunters'. These earliest people migrated to New Zealand from Polynesia by at least 800 AD⁴ from the Society, Marquesas and Cook Islands.⁵ Encountering a new, temperate environment with which they were unaccustomed having come from tropical latitudes, they adapted their culture to meet the demands of subsistence living. Innovation was dictated by expediency and the availability of resources, which meant the economic base and mode of living enjoyed by this early people was not uniform but '...a series of economies in each case closely adapted to the local environment.'⁶ Over time initial adaptations and

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1. J.M.R. Owens, 'Early History of the Manawatu,' The Geography of the Manawatu Miscellaneous Papers (Palmerston North, 1972), p. 1., gives this as Adkin's definition.
 2. P. Buck, The Coming of the Maori (Wellington, 1949), p. 21.
 3. R.C. Green, Adaptation and Change in Maori Culture (Auckland, 1977), p. 24.
 4. Janet M. Davidson, 'The Polynesian Foundation,' in W.H. Oliver with B.R. Williams (eds) The Oxford History of New Zealand (Wellington, 1981), p. 6.
 5. Janet Davidson, The Pre-History of New Zealand (Auckland, 1984), p. 28.
 6. Green, p. 21.

responses continued to expand, though maintaining regional diversities because the many micro-environments in New Zealand acted as one determinant of what developments could take place.⁷ In some areas a culture distinct from the 'Archaic' had emerged by the late eighteenth century, this was the 'Classic Maori' culture which Europeans intruded upon. However, in other areas where the climate was harsh or resources meagre, the people retained many of their 'Archaic' traits at the time of European arrival circa 1769.⁸

The earliest inhabitants of the Manawatu and Horowhenua are said to have been driven south by the Ngati Mamoe, who then proceeded to establish themselves in kainga along the banks of the Manawatu River.⁹ In due course the Ngati Mamoe were also expelled from the region.

According to Rangitane and Muaupoko tradition both tribes trace their descent from a man named Whatonga. Some traditions identify this man as the Whatonga who is said to have arrived in New Zealand circa 1150 A.D. and was the grandson of Toi.¹⁰ Other traditions associate him with the Takitimu canoe of the mythological Great Fleet, which tradition believes arrived in New Zealand circa 1350 A.D.¹¹ D.R. Simmons has examined the evidence for Whatonga's relationship to the Rangitane and Muaupoko and concluded,

'...the Whatonga known as an origin ancestor of the Rangitane-Muaupoko tribes may be the same as the Whatonga who is usually given as a grandson of Toi in other areas..., however, the genealogical links are not sufficient for any firm conclusions to be reached.'¹²

7. *ibid.*, p. 40., Davidson, *Passim*.

8. Davidson, *Passim*.

9. G.C. Petersen, Palmerston North. A Centennial History (Wellington, 1973) p. 11

10. Buck, Pp, 27 - 29., W. Carkeek, The Kapiti Coast. Maori History and Placenames (Wellington, 1966), p. 2.

11. D.R. Simmons, The Great New Zealand Myth. A Study of the Discovery and Origin Traditions of the Maori (Wellington, 1976), pp. 86 - 90.

12. *ibid.*, p. 90.

Whatever the case may be, this man Whatonga invaded and conquered the unwarlike Ngati Mamoe, who were either driven south into little populated territory or absorbed within Whatonga's people. A portion of Whatonga's conquered territory, which in its entirety encompassed the southern half of the west coast of the North Island, was gifted to his son Tautoki. He in turn produced an heir named Rangitane and it is from this ancestor that the Rangitane tribe of the Manawatu claim 'land and mana'¹³ and from whom they take their name.¹⁴

The Muaupoko derive their name from less auspicious circumstances. Previously known as Hamua, it is said that one day a hunting party of Hamua were returning home after a successful day but despite their success they were behaving very suspiciously, as if they were hiding something. Noticed by another group from a different tribe, they were approached in order that the former party could satisfy their curiosity about the cause of the Hamua's anxious behaviour. As this group approached, the Hamua threw a basket they were carrying into a flax bush and fled. On retrieving the basket the inquirers discovered that the guilty looking Hamua had good reason to be so, for they had not just been hunting kereru. The basket contained the head of a chief who belonged to the same tribe as the inquirers. To the Maori the head is most sacred, especially that of a chief. In anger and derision they shouted after the quickly departing Hamua, Mau-Upoko, literally 'head carriers.'¹⁵ As is often the case the name stuck, but nowadays it is generally misspelt Muaupoko.

Simmons also concluded in his study that the story of Whatonga is not authentic Maori tradition, nor is the Great Fleet tradition reliably of Maori origin.¹⁶ It is more likely that

13. *ibid.*, p. 86.

14. I.R. Matheson, *The Birth of Palmerston North* (Palmerston North, 1972), p. 11., gives this ancestor's name as Tane-nui-a-rangi and Rangitane is said to be an abbreviation of this longer name.

15. Matheson, p. 11.

Carkeek, pp. 4 - 6., states W.K. Te Awe Awe's view that Mau-Upoko is the correct spelling, an opinion that the above story supports.

16. Simmons, p. 100.

these traditions relate to an internal migration or migrations within New Zealand by the 'Archaic Maori's' progeny, which was probably precipitated by the combined pressures of population expansion and food scarcity. Each interpretation of early pre-history has its merits and neither is mutually exclusive. As Simmon has rightly said, '...tribal traditions exist to justify claims to land and mana. They are what the tribes themselves believe about their origins and as such are extremely interesting and important in their own right.'¹⁷

In consolidating their position the Rangitane extended their tribal boundaries to incorporate all the land between Taradale in Hawke Bay and Paekakariki on the west coast¹⁸ and they maintained undisputed paramountcy over the area until Te Rauparaha arrived in 1823. In the Manawatu, Rangitane settlement was scattered throughout the district but dwellings seem to have been mostly concentrated along the banks of the river in pa and kainga. Pa were to be found at Hotuiti, Tokomaru, Paparewa, Puketotara, Tiakitahuna, Awapuni and Fitzherbert east.¹⁹ The location of these was a reflection of the access afforded by the river and the availability of food resources. Thus for example, there was an eeling settlement at Taonui and a small pa at Raukawa where hinau berries were gathered.²⁰

The tribal boundaries of the Muaupoko extended from Horowhenua to Pukerua Bay²¹ until the time of Te Rauparaha. The most densely populated area centred on Lake Horowhenua and its tributary streams. This reflected its protective value in intertribal warfare²² and the availability of food which could be harvested from the water and surrounding land.²³ Both the

17. *ibid.*, p. 321.

18. Carkeek, p. 2.

19. J.M. McEwen, *Rangitane. A Tribal History* (Auckland, 1986), p. 121.

20. Owens, p. 1., for a fuller account.

22. T. Lindsay Buick, *Old Manawatu or the Wild Days of the West* (Palmerston North, 1903), p. 82., for the protective nature of Muaupoko pa.

23. G. Leslie Adkin, *Horowhenua. It's Maori Placenames and their Topographic and Historical Background* (Wellington, 1948), pp. 159, 210.

Muaupoko and Rangitane seem to have sustained a healthy population before the Tainui invasion and later contact with Europeans introduced new diseases and muskets.²⁴

A third tribe, the Ngati Apa, occupied land in the Rangitikei district. They are closely related to the Rangitane and Muaupoko, having a similar line of descent from common ancestors.²⁵ Although the Ngati Apa were peripheral to the centre of the New Zealand Company's settlement plans, the deed of purchase upon which the Company based its claim included a significant amount of Ngati Apa territory.²⁶ On this count their place in the pattern of landownership will be established and taken into consideration when analysing the Company's claim.²⁷

The pattern of occupancy established by the Rangitane and Muaupoko encountered a harbinger of the disruption to come in late 1819, early 1820. An expedition of Hokianga Ngapuhi led by Patuone, Tamati Waka Nene, Te Wharepapa, Moetara and Tawhai, in alliance with Northland Te Roroa under Te Karu Taoho and Tuwhare, joined with a Ngati Toa warparty at Kawhia which was commanded by Te Rauparaha and Te Rangihaeata. This formidable association of belligerents plundered their way down the North Island to Wellington, travelling through the heart of Rangitane and Muaupoko territory. Encounters with this expedition were probably the Manawatu tribes' first experience with muskets, but the second was not long to follow.

In 1821 an expedition of Ngati Whatua, Waikato and Ngati Maniapoto warriors, led by Apihai Te Kawau, Te Kanawa and Tukorehu respectively, entered the west coast through the Manawatu Gorge and probably travelled down the Manawatu River.

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24. D.U. Ulrich, 'The Distribution and Migrations of the North Island Maori Population about 1800 - 1840', - M.A. Thesis (University of Auckland, 1969), p. 131.
 25. Simmons, pp. 188 - 189.
 26. See Chapter Two.
 27. See Chapter Four.

Again they travelled through the midst of Rangitane territory. This was the famous (and infamous!) Amio-whenua expedition whose warriors also carried muskets acquired in the Northland trade.²⁸

The amount of damage these two expeditions inflicted upon the local tribes is open to debate,²⁹ as is the destructive capability of European firearms in this period, although the '...psychological effect of the noise, smoke and flash of the exploding gunpowder...' upon Manawatu Maori was undoubtedly impressive, even if the gun's 'killing power' was to some extent limited.³⁰ However, the most significant threat to Rangitane and Muaupoko well being arose from a decision taken by Te Rauparaha, leader of the Kawhia Ngati Toa.

Under military pressure at his Kawhia home from neighbouring Waikato and Ngati Maniapoto tribes, Te Rauparaha convinced the Ngati Toa that migration to the Kapiti Coast would not only provide refuge from the increasingly hostile Waikato and Ngati Maniapoto but also provide access to European shipping and thus trade. Having little option the Ngati Toa reluctantly relinquished their homeland and migrated to the Kapiti Coast, which is known as Tahutahuahi, arriving in the Manawatu about autumn 1823.³¹

On reaching Rangitane and Muaupoko territory Te Rauparaha began to establish his dominance. In a number of battles throughout 1823 and 1824 he attacked and defeated the Muaupoko at their Island pa on Lakes Horowhenua and Papaitonga. The Rangitane

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28. The preceding two paragraphs are based upon, Pat Hohepa, 'The Wars Between the Tribes,' NZH, 1:8, 1:9 (1971), pp. 213, 236 - 237. McEwen, p. 121.
Ann Parsonson, 'He Whenua te Utu (The Payment will be Land),' Ph.D Thesis (Canterbury University, 1978), p. 154.
29. Hohepa, p. 236., McEwen, p. 121.
Ormond Wilson, From Hongi Hika to Hone Heke. A Quarter Century of Upheaval (Dunedin, 1985), p. 187.
30. Dorothy Shineberg, 'Guns and Men in Melanesia,' in Barrie MacDonald (compiler) Essays from the Journal of Pacific History. (Palmerston North, 1979), p. 93 and passim.
31. Carkeek, p. 12., McEwen, pp. 129 - 131., Owens, p. 3.
Ray Grover, Cork of War. Ngati Toa and the British Mission. An Historical Narrative (Dunedin, 1982), pp. 85 - 86.

and Ngati Apa were convincingly defeated at Hotuiti pa.³² Attempts by the three local tribes to repel the Ngati Toa culminated in the battle of Waiorua in late 1824 or early 1825. An alliance of North Island Ngati Ruanui, Ngati Apa, Whanganui, Rangitane, Muaupoko and Ngati Kahungunu combined with South Island Rangitane, Ngati Apa and Ngati Kuia to attack Te Rauparaha's Kapiti Island pa. However, partly due to ineptitude on the attackers behalf and partly because of Te Rauparaha's fighting acumen, the luckless grand alliance was thoroughly trounced.³³ It would seem that Te Rauparaha was in league with fate, or at least able to overcome its fickleness when his need was greatest. As a consequence of this victory Te Rauparaha was able to consolidate his dominance over the Kapiti Coast from Wellington to the Rangitikei River. In time he was able to extend the boundaries of his 'shifting hegemony' to include the east coast of the South Island south to Banks Peninsula.

In order to secure his position and fully exploit the opportunities for trade which the Kapiti Coast presented, Te Rauparaha induced this Tainui relatives the Ngati Raukawa to migrate from Maungatātari to the area. They did so in three migrations between 1826 and 1828, and it is the last of these, Mairaro in 1828,³⁴ which bears most directly upon the question of ownership.

The Ngati Raukawa made the journey south at the invitation of Te Rauparaha's politically astute and influential elder sister Waitohi, with whom they had close kinship ties. It was only because of Waitohi's involvement that the Ngati Raukawa accepted the land apportioned them between the Kukutauaki Stream and Rangitikei River.³⁵ This tract of land encompassed Muaupoko, Rangitane and Ngati Apa tribal territory.

32. Hohepa, p. 236., McEwen, pp. 129 - 131., Owens, p. 3.

33. Hohepa, p. 236., McEwen, pp. 131 - 132., Wilson, p. 181.

34. Urlich, p. 85.

35. Carkeek, p. 24.

Ann Parsonson has argued that a claim to landownership based upon such a gift, 'take_tuku', was superior to the type of landclaim that Te Rauparaha exercised, 'take raupatu' or ownership by right of conquest. However, both claims to ownership had to be followed by occupation to be successful.³⁶ Therefore, the Ngati Raukawa could exercise their rights of ownership independent of Te Rauparaha because 'take_tuku' circumscribed 'take raupatu'. Hence, the suzerainty which Te Rauparaha exercised over his conquered land was more apparent than real. When it came to alienating land in later years Te Rauparaha's influence decreased proportionately as the amount of distance between himself and the location of the sale increased. Te Rauparaha's 'sovereignty' has thus been aptly described as a 'shifting hegemony.'³⁷ Moreover, the Ngati Raukawa consolidated their claim by gift with actual occupation, a traditionally recognised method of securing ownership.³⁸ Hence, the relationships between the many Ngati Raukawa hapu and the Rangitane, Muaupoko and Ngati Apa hapu determined the pattern of ownership prior to the arrival of Europeans with designs on the land.

Within the boundaries defining Ngati Raukawa land was a vast territory which was already substantially occupied. According to customary principles of land tenure it was occupation and the various social and economic activities carried out within fluid boundaries which determined ownership.³⁹ In which case ownership of the Manawatu and Horowhenua districts was effectively administered by the various Ngati Raukawa,

Rangitane and Muaupoko hapu, as '...men thought not in terms of tracts of land but of hapu territory, not of continuous

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36. Parsonson, p. 187., George Asher and David Naualls, Maori Land (Wellington, 1987), p. 6. support this argument.
37. Angela Ballara, 'The Pursuit of Mana? A Re-evaluation of the Process of Land Alienation by Maoris, 1840 - 1890,' Journal of the Polynesian Society, 91:4 (1982), p. 527.
38. I.H. Kawharu, Maori Land Tenure. Studies of a Changing Institution (Oxford, 1977), p. 56.
39. *ibid.*, pp. 35 - 67.

boundaries but of tohu⁴⁰ beyond which the territory did not extend.⁴¹ Accordingly, when the land was gifted by Te Rauparaha,

'Ngati Pareraukawa were given land at Hokio and Porokaiiaia, Ngati Ngarongo land at Koputaroa, Ngati Takihiku land at Mataarapa, Ngati Rakau land at Motuiti and Ngati Turanga land at Paranui.'⁴²

Whilst,

'Waitaheke was given to Ngati Kauwhata, Waikawa to Ngati Wehiwehi and Poroutawhao to Ngati Huia.'⁴³

(Map One depicts G. Leslie Adkin's assessment of Ngati Raukawa, Muaupoko and Rangitane hapu boundaries at Manawatu and Horowhenua, which are consistent with the above descriptions). Relating the principle of hapu territory to the Horowhenua, Manawatu and Rangitikei districts a complex pattern of pre-European Maori land tenure becomes apparent.

The principal Ngati Raukawa chief with ownership rights to land at Horowhenua and Manawatu was Te Whatanui, a man of mild disposition and Christian sympathies.⁴⁴ He was not disposed to carry on the extermination of the Muaupoko people which Te Rauparaha continued to instigate with great enmity. Instead, he offered the remnant Muaupoko his protection, saying, 'Nothing but the rain from heaven shall touch their heads.'⁴⁵ He became, in effect, their chief benefactor and protector, for he

40. A Tohu is a marker of some description defining a boundary, which in this case would be a land boundary.

41. Ann R. Parsonson, 'The Expansion of a Competitive Society. A Study of Nineteenth Century Maori History,' *NZJH*, 14:1 (1980), p. 47.

42. Eric Ramsden, Rangiatea. The Story of Otaki Church, its First Pastor and its People (Wellington, 1957), p. 43.

43. Carkeek, p. 181.

44. E.J. Wakefield, Adventure in New Zealand from 1839 - 1844 (London, 1845), pp. 240 - 241.

45. Carkeek, p. 31.

marked out a block of Muaupoko territory within the boundaries of the land he had acquired and gifted it to them.⁴⁶ Although it seems ironic that he gifted to the Muaupoko land which had previously been their own, it was also a mistake. For by giving land and protection as acts of goodwill and compassion, Te Whatanui was allowing the Muaupoko to remain resident on their land, which effectively meant they were never dispossessed, as Judges' Rogan and Smith recognised in a decision of the Native Land Court in April, 1873. They found that whilst the Muaupoko were glad to avail themselves of Te Whatanui's protection (understandably enough!) and although the latter was looked upon as their chief,... it does not appear that the surrender of their land was ever stipulated for as the price of that protection...'.⁴⁷ In a final ironic twist they awarded Te Whatanui ownership rights to a one hundred acre block of land around his pa at Raumatangi.⁴⁸ This land had been gifted to him by the Muaupoko. Thus Te Whatanui's hapu, Ngati Pareraukawa, could only claim ownership of one hundred acres, more or less, of land at Horowhenua.

The Rangitane suffered less at the hands of Te Rauparaha than did the Muaupoko. This can be attributed partly to the nature of their territory, which was densely forested and not easily accessible, and partly to their greater numbers, which enhanced their ability to withstand attack. Accordingly, their subjugation was far from complete, as is reflected by their relationship with the Ngati Raukawa, which seems to have been mostly friendly. Indeed, the Rangitane aided the Ngati Raukawa in their battles with Te Ati Awa.⁴⁹ One Rangitane chief, Hoani Te Rangiotu, went as far to say that '...all the Rangitane mana had been restored to them through the kindness of the Ngati Raukawa.'⁵⁰ However, this was probably something of an exaggeration on his behalf because he was giving evidence to the Native Land Court at the time.

46. Rod McDonald, Te Hekenga. Early Days in Horowhenua (Auckland, 1979), p. 18.

47. F.D. Fenton, Important Judgements Delivered in the Compensation Court and Native Land Court, 1866 - 1879 (Auckland, 1879), p. 136.

48. *ibid.*, p. 137.

49. McEwen, pp. 135 - 137.

50. Ramsden, p. 281.

In a separate case in March 1873, a number of Ngati Raukawa claimants applied for Court recognition of their ownership rights to a block of land between the Manawatu River in the north and the Kukutauaki Stream in the south, excluding Muaupoko land at Horowhenua and a block of land at Tuwhakatupua (boundary not defined) on the Manawatu River, which was acknowledged as Rangitane land. The Ngati Raukawa claim was opposed by the Rangitane and four other tribes, who maintained they were still effectively the owners on the grounds of inheritance and possession. The Court found in favour of the Ngati Raukawa, ruling that by 1840 they had acquired ownership rights based upon occupation with the '...acquiescence of the original owners'. It found the Rangitane had '...no rights as owners...' to any of the land in the block nor '...any interest therein...', except such connected to the Muaupoko and Tuwhakatupua blocks.⁵¹

Because the Rangitane were still living within the boundaries of this claim in 1840, I do not believe this decision was entirely correct. It is generally acknowledged that the Rangitane were forced to retreat into the hinterland above the junction of the Manawatu and Oroua Rivers,⁵² although some still lived in pa below this boundary. Hence, their tribal domain appears to have been restricted to the upper portion of their Manawatu territory on both sides of the River, the Ngati Raukawa hapu legitimately claiming possession of land below this boundary. However, because the above claim included land on the south bank of the River above Ngati Raukawa territory, land upon which the Rangitane maintained their occupancy, then customary principles of land tenure dictate that the Rangitane could exercise legitimate rights of ownership to this land. Conquest or gift of land, from which the Ngati Raukawa's rights originated, bestowed a valid title only if it was followed by occupation. In the upper Manawatu it was not, so the Rangitane should have had their title to this land recognised because

51. Fenton, pp. 134 - 135.

52. McEwen, p. 137., Opinion of Mr I.R. Matheson, P.N.C.C. Archivist.

they 'kept their fires burning'. The Ngati Raukawa, in contrast, do not appear to have lit any.⁵³ Therefore, the various Ngati Raukawa hapu could claim land on the south bank of the Manawatu River below its junction with the Oroua River, whilst the Rangitane could claim land to the north of this point on both sides of the river so long as they maintained some kind of residence. Map One tends to support this argument.

As with the Muaupoko and Rangitane, the relationship between the Ngati Apa and Ngati Raukawa was also mostly friendly, after an initial period of mutual adjustment to one another's company and definition of roles.⁵⁴ Tamihana Te Rauparaha, son of the Ngati Toa leader, stated in 1868 that '...once the fighting was over his father had always treated Ngati Apa... on an equal footing, nor did he interfere with the occupancy of their lands.'⁵⁵ Despite Tamihana's filial bias, this statement probably contains a fair amount of qualified truth. Qualified because Te Rauparaha did maintain a 'shifting hegemony' over Ngati Apa territory and his benevolence was due less to altruism than to strategic considerations. The Ngati Apa provided a buffer against possible attack from the north, as did the Ngati Raukawa.⁵⁶ Moreover, the Ngati Apa's fighting strength and the nature of their territory probably influenced both the Ngati Toa and Ngati Raukawa toward peaceable co-existence.

With the introduction of Christianity into the area by missionaries and informal Maori evangelists in the late 1830's, early 1840's,⁵⁷ the traditional relationship between conquerors

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53. For a discussion of problems involving land tenure when the Manawatu was sold to the Government see, G.C. Peterson, Palmerston North. A Centennial History (Wellington, 1973), Chapter Three. Thomas C. Williams, The Manawatu Purchase Completed and the Treaty of Waitangi Broken (Wellington, 1867). Williams argues in favour of Raukawa ownership rights.
54. Ramsden, p. 282.
Vera L. McLennon-Boman, Glimpses into Early Manawatu. The Saga of Amos and Lydia Burr (Waikanae, 1985), pp. 173 - 179.
55. Ramsden, p. 281., Patricia Burns, Te Rauparaha. A New Perspective (Wellington, 1980), p. 115. offers a different view.
56. Kawharu, p. 66., Alistair Campbell, 'Te Rauparaha - "The Old Serpent,"' NZH, 1:12 (1971), p. 316.
57. Owens, p. 12., Ramsden, pp. 35, 66, 77.

and conquered seems to have been modified. The latter retained greater rights than would have been the case had the gospel not preached charity to all men. Such sentiments evidently resulted in tribes like the Ngati Apa asserting their customary rights to land and resources.⁵⁸ Actions which were supported by the Native Land Court when it found that the Ngati Raukawa as a tribe had not acquired '...any right, title, interest or authority over...' Ngati Apa territory, although the rights of three Ngati Raukawa hapu; Ngati Kahoro, Ngati Parewahawaha and Ngati Kauwhata; to certain portions of Ngati Apa land were acknowledged by the Court.⁵⁹ These rights were acquired by occupation and usage, often cemented by intermarriage with Ngati Apa. This decision highlights the central role of the hapu as the principal administrative and landowning unit and the complexity of Maori land tenure.

The pattern of ownership which existed by 1840 was a complex mosaic which may be viewed on three levels. The entire area came within the territory over which Te Rauparaha exercised a 'shifting hegemony' but his influence in the Manawatu and Horowhenua was governed by his proximity. The Ngati Raukawa were effectively the dominant tribe but Ngati Raukawa hapu could only legitimately claim ownership rights to land which they occupied. Because the Ngati Raukawa chief Te Whatanui chose to give protection to the Muaupoko and the other Ngati Raukawa hapu co-existed in relative amity with the Rangitane and Ngati Apa, they inadvertently allowed these tribes to maintain claims to land upon which they 'kept their fires burning'. Hence, four major tribal groups could legitimately claim ownership rights to land in the Manawatu and Horowhenua by 1840. When the New Zealand Company's representatives arrived on the scene in 1841 looking to purchase land, this was the complex pattern of Maori landownership which greeted them. It was also a pattern that the Company's agents were unaware of.

58. Wakefield, Vol 2. p. 236.

59. Fenton, p. 107. In addition to intermarriage between Ngati Apa and Ngati Raukawa hapu, there was also marriage between Ngati Apa and Rangitane hapu.

CHAPTER TWO: THE SALE OF THE LAND

On 2 February 1842, agents of the New Zealand Company finalised an agreement with Ngati Raukawa chiefs owning land at the Manawatu and Horowhenua which ceded to the Company a block of land;

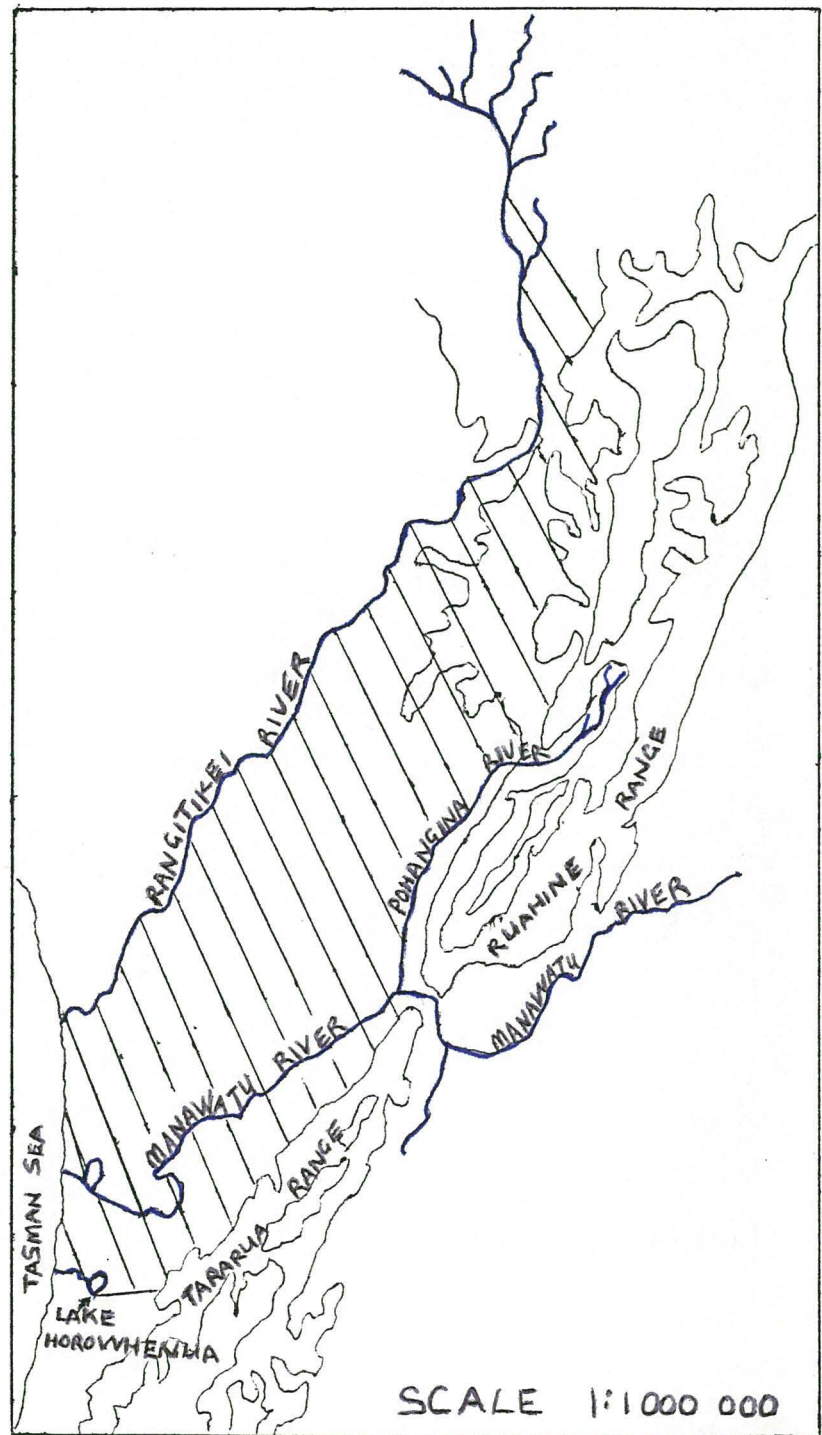
'...bounded on the north by the River Rangiteki [sic], on the south partly by the River Orewenua [sic] and partly by a line drawn due east (true) from the south end of Lake Orewenua [sic] to the hills; on the west by the sea and on the east by the hills;...'.¹
(See Map Two).

The Company paid for this land with goods valued at L1,007 2s 7d (see Appendix). This purchase was later the subject of a Land Claim Commission inquiry, but at the time of signing the deed provided the go ahead for the New Zealand Company's plans to survey and lay out country sections in the Manawatu and Horowhenua.

Two parallel developments contributed to the sale. The New Zealand Company was anxious to satisfy holders of its landorders and needed an extensive, accessible district in which to provide country sections. A Company landorder entitled its holder to one town acre and one hundred country acres.² Whilst the Company could satisfy its requirement to provide town sections at Wellington, the scarcity of good agricultural land at that location meant it did not have sufficient land to fulfill its obligation to provide country sections. Reports by adventurers and travellers had indicated that the Manawatu and Horowhenua districts would be ideally

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1. OLC, No. 908., 1/46, Case Number 3/14¹³, NZC, Part II, Manawatu, Final Report, WArc. A conservative estimate of the area covered by the deed is in excess three quarters of one million acres.
 2. Michael Turnbull, The New Zealand Bubble: the Wakefield Theory in Practice (Wellington, 1959), pp. 17 - 18.

Map Two - The Extent of the New Zealand Company's 2 February, 1842, purchase



Source - Basemap - N.Z.M.S., 265, North Island, Edition 1, Department of Lands and Survey, New Zealand, (Wellington, 1980).

Boundaries from BPP (I.U.P. series), Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 105 (113).

suites to provide for the country land commitment.³ The various Ngati Raukawa hapu of the Manawatu and Horowhenua who had acquired ownership rights by gift and occupation were equally as anxious to have Europeans settle amongst them. Fortunately for both parties their wants coincided and a very large tract of land was alienated to the Company. Or so it seemed at the time.

Colonel William Wakefield, the Company's principal agent, had a tidy Eurocentric perception of the events which led to the February sale. He was under the illusion that he had acquired a valid title to the Manawatu and Horowhenua by virtue of the Kapiti Deeds of 25 October and 8 November 1839.⁴ These two deeds were concluded with the characteristic haste of all the Company's New Zealand activities. The Directors of the New Zealand Company were aware of the British Government's plans to annex New Zealand and invoke Crown pre-emption over land buying.⁵ Thus, in order to buy as much land as possible in anticipation of British annexation and secure a monopoly of landownership, which would enhance the success of its systematic colonisation plan, the New Zealand Company dispatched the Tory from England in May 1839 to carry out this task.⁶ Colonel Wakefield had been instructed to '...discover and purchase 110,000 acres of flat and fertile land,'⁷ and when the Tory arrived off the coast of New Zealand in August 1839 he set about doing so. In September 1839 Wakefield 'purchased' Wellington and the Hutt Valley from the Te Ati Awa, then moved up the coast to Kapiti Island in October of that year.⁸ He

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3. Clive Litt, 'Exploring the Hinterland,' NZH 1:16 (1972), pp. 421 - 427. NZJ, Vol 2, No 47, 30 October 1841, p. 268.
E.J. Wakefield, Adventure in New Zealand from 1839 to 1844 (London, 1845), pp. 354 - 357.
 4. NZC 12th Report, Appendix F. No 11, p. 140F., Appendix F. No. 12., p. 141F.
 5. J.M.R. Owens, 'New Zealand Before Annexation,' in W.H. Oliver with B.R. Williams (eds'), The Oxford History of New Zealand (Wellington, 1981), p. 51.
 6. Warwick Tyler, 'The New Zealand Company,' NZH, 1:12 (1972), p. 332. Turnbull, pp. 22 - 23.
 7. John Miller, Early Victorian New Zealand. A Study of Racial Tension and Social Attitudes, 1839 - 1852 (Wellington, 1958), p. 21.
 8. M.P.K. Sorrenson, 'Maori and Pakeha,' in W.H. Oliver with B.R. Williams (eds), The Oxford History of New Zealand (Wellington, 1981), p. 168.

found negotiations with Te Rauparaha and other Ngati Toa chiefs, who owned the land he wished to purchase, 'difficult and disagreeable'⁹ because they had been forewarned of his intentions, but eventually the two Kapiti Deeds were signed. These two deeds allegedly alienated to the Company a considerable part of both the North and South Islands between the parallels of latitude 38° to 41° south, and 38° to 43° south, respectively.¹⁰ Two years after this purchase Wakefield admitted that the entire district between Porirua and Wanganui was unpurchased, whilst the Company's translator at the Kapiti negotiations, the whaler Dicky Barrett, described the transactions as '...a perfect farce,' but nonetheless Colonel Wakefield claimed twenty million acres on the Company's behalf.¹¹ However, as Commissioner Spain was to later judiciously conclude, '...the territory sought to be affected by that transaction [the Kapiti Deeds] was as enormous in extent as the claim which was advanced under it was preposterous in principle.'¹² At the time though, Wakefield believed the Company's claim to the Manawatu was valid because Te Rauparaha had supposedly relinquished his ownership rights by signing the Kapiti Deeds. All that was now required to make the Company's claim beyond reproach was '...the satisfaction of its [the Manawatu and Horowhenua] actual occupants,'¹³ which fallaciously only included the resident Ngati Raukawa hapu. Wakefield did not take into account the ownership rights which the Muaupoko, Rangitane and Ngati Apa could legitimately exercise because he was, I believe, ignorant of the complexity inherent in the Maori system of land tenure.

Wakefield is reported to have purchased all the land between Manawatu and Patea from three Wanganui chiefs.¹⁴ Two of these men may have been Te Rangi Waikaruru and Te Kiri Karamu, as these two allegedly signed a deed ceding to the Company their land between Manawatu and Patea in November 1839.¹⁵ However,

9. Miller, p. 28.

10. NZC 12th Report, op. cit.

11. Miller, p. 28.

12. BPP (I.U. P series) Vol 5, Spains Report, No 2, Nelson, Part 1, p. 40 (48).

13. NZC 12th Report, Appendix F No 9., p. 136F.

14. NZJ, Vol 1, No 9, May 1840, p. 114.

15. NZJ, Vol 2, No 35, 2 May 1841, pp. 189 - 190.

as these two names do not appear in later negotiations for Manawatu land,¹⁶ it seems likely that this deed, if it occurred, would have been on par with the Kapiti Deeds. That is, no sale at all. Despite this deed Wakefield realised he still needed to treat with those Maori actually resident at the Manawatu.

Circumstance favoured him. In the winter of 1841 a deputation of six Maori from the Manawatu area was sent to Wellington to offer some land for sale to the Company. This deputation was despatched after a hui at Otaki attended by all those Ngati Raukawa hapu with interests in the Manawatu had discussed the matter and thus it represented a consensus decision to alienate some land.¹⁷ However, as the New Zealand Government under William Hobson had enforced the principle of Crown pre-emption sanctioned in the second clause of the Treaty of Waitangi,¹⁸

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16. Te Kiri Karamu may be a misspelling of Te Ahu Karamu, who was a prime mover behind Maori initiatives to proceed with the Manawatu sale. However, even if this is the case it does not make this deed any more valid.
 17. BPP (I.U.P series) Vol 5, Spains Report, No 6, Manawatu, Part 3, pp. 99 (107), 100 (108).
 18. Of those Maori who signed a copy of the Treaty of Waitangi taken to the Manawatu by Henry Williams in May 1840, I can only identify one name, Te Ota. He was a chief of the Ngati Te Upokoiri or Paneiri tribe whose home was the Omahu district in Hawke Bay. This tribe sought and was given by the Rangitane refuge in the Manawatu. They occupied settlements at Ahimate, Rewarewa and Kopuanui.² None of the Ngati Raukawa chiefs, senior or otherwise, who signed the New Zealand Company's deed seemed to have signed the Treaty. However, there is a Te Hakeke on the Treaty sheet³ who might be Te Ahu Karamu, as he was also known as Te Hukiki, although admittedly the connection is tenuous. In dealings with the Company, the Treaty of Waitangi does not seem to have been alluded to by the Ngati Raukawa landsellers.
1. Claudia Orange, The Treaty of Waitangi (Wellington 1987), pp. 62 - 63, 72.
 2. J.M. McEwen, Rangitane. A Tribal History (Auckland, 1986), p. 137.
 3. Facsimiles of the Declaration of Independence and the Treaty of Waitangi, (Wellington 1877, reprint Government Printer, 1976).

Wakefield was unable to accept the offer. Subsequently, in September of 1841, Te Whatanui, the principal ariki of Ngati Raukawa with residences at Otaki and Lake Horowhenua, sent a message to Wakefield, part of which reads:

'...are there no white people coming to Manewatu? (sic), Friend Wairaweke [Wakefield] what has the Governor decided about some white people for Manewatu? [sic], - for my place, for Manewatu? [sic]...' ¹⁹

The Governor had decided favourably. Wakefield was able to accept this invitation because on 5 September 1841 Governor Hobson had agreed to waive the Crown right of pre-emption in favour of the Company with respect to certain lands determined by the Penington Awards.²⁰ The schedule outlining the boundaries of this land included '...seventy-eight thousand, eight hundred acres in the neighbourhood of Port Nicholson,' which encompassed the Manawatu, Horowhenua and some of the Rangitikei districts.²¹ The Company could survey and allot land for settlement provided '... all such lands have been validly purchased from the natives,'²² any previous purchasers had been adequately compensated and '...no force or compulsory measures were employed to gain title to the land.'²³ In effect the Company was exchanging its tenuous claim under the Kapiti Deeds for a smaller, more secure title under this agreement.²⁴ Thus, armed with a government sanction and what appeared to be Maori willingness, Wakefield proceeded to initiate the sale.

The fifteen ton schooner Henry was chartered to transport to the Manawatu the goods which were to be used as payment for the land. Whilst the goods travelled by sea, Colonel Wakefield set out for the Manawatu on horseback on 30 November 1841. He

19. NZC 12th Report, Appendix F. No. 9., p. 138F.

20. ibid., Appendix E. No 4.

Roland L. Jellicoe, The New Zealand Company's Native Reserves (Wellington 1930), pp. 25 - 26.

21. NZJ, Vol 3, 12 March 1842, p. 167.

22. ibid.

23. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 105 (113).

24. Rosemarie V. Tonk, 'The First New Zealand Land Commission, 1840 - 1845,' M.A. Thesis (Canterbury University, 1986), p. 121.

was accompanied by several of the leading settlers from Wellington, including Mr. Edmund Halswell, the Government appointed Protector of Aborigines, who was supposed to look out for Maori interests. However, as Halswell was also a leading land speculator in the Manawatu, it would seem that his involvement in the whole proceeding involved a conflict of interests. Negotiations with the Ngati Raukawa were to be conducted through the government interpreter Richard Davis, who was of Maori descent.²⁵

At the same time that this party left, the Company's Surveyor General, Captain William Mein Smith, also proceeded to the Manawatu accompanied by Charles H. Kettle as Assistant Surveyor and seventeen labouring surveyors. Unfortunately, this party got off to a bad start as one of them, Survey Cadet Harrison, shot himself through the arm at Porirua and was obliged to return to Wellington.²⁶

However, without further incident both parties arrived at Te Whatanui's Otaki pa where discussions about the sale were to take place. A large number of interested Maori had gathered to participate in the discussions, which lasted two days before a unanimous decision was reached. According to Wakefield '...universal satisfaction was expressed at the prospect of white settlers coming amongst them [the Maori]...', and he noted that the younger chiefs were more eager to deal with the Company than the older chiefs.²⁷ At this meeting it seems that only a general agreement to sell the land was reached, despite the vehement opposition of Te Rangihaeata who had travelled to Otaki especially to prevent the sale. No definite boundaries were agreed upon at this stage and when they later were at Manawatu in February 1842, Maori and European perceptions of what land was sold were quite different.

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25. BPP (I.UR Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 99 (107).
 26. Report of William Mein Smith to W. Wakefield, 30 December 1841, p. 1 (36), WArc.
 27. NZC 12th Report, Appendix F. No 9. p. 139F.

Having reached this very informal agreement, Wakefield was escorted to the Manawatu and given a thorough tour of the land and river. He was favourably impressed and reported it was a '...most valuable district and its possession removes all that has been objected to Port Nicholson on the score of the limited available land.'²⁸ It obviously seemed that the Manawatu would offer the Company a way out of its land scarcity dilemma. Having set everything in readiness for the completion of the sale, Wakefield then left for Wanganui, leaving Captain Smith to make the formal purchase.

Captain Smith's party had proceeded to the Manawatu from Otaki on 4 December 1841, in order to make a preliminary reconnaissance of the district and begin the surveys. Smith examined the south bank of the river where the Company planned to survey and lay out country sections, making a full assessment of its physical attributes, i.e. soil types, topography, vegetation and river morphology. He too was favourably impressed with the land's potential for agricultural development. He reported to Wakefield the country was capable of '...providing much good grass and would afford excellent pasture for cattle and sheep'.²⁹ Charles Kettle had begun to survey along the course of the river, making casual excursions into the surrounding land, which was densely forested and provided a formidable obstacle to his work. Smith's return journey to Wellington in late December 1841 took him through the Horowhenua and he was '...surprised as well as delighted...'³⁰ at the nature of the country, offering as it did even more good quality land upon which to lay out country sections. All that now remained was for the formal purchase of the land to be completed.

In January 1842 Captain Smith returned to the Manawatu to complete the purchase.³¹ The schooner Henry had arrived at the Manawatu on 10 December 1841 with the trade goods and these

28. Ibid.

29. Report of William Mein Smith to W. Wakefield, 30 December 1841, p. 2 (37), WArc.

30. ibid. p. 5 (40).

31. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 98 (106).

were placed under the supervision of the armless settler Amos Burr, who was resident opposite what is now Foxton.³² However, the Maori landsellers had considered this shipment insufficient and Smith was given a list of what additional goods were required. The vessel conveying this supplementary shipload of goods did not arrive at the Manawatu until late January 1842 because of bad weather.³³ When it did arrive Smith informed the Maori landsellers that the purchase would be finalised and the payment made on 2 February 1842.

On 1 February 1842 the Company's agents and the Maori met and the boundaries of the land to be alienated were pointed out by either Te Whatanui and Taratoa, or Te Ahu Karamu and Taratoa, in the presence of '20 or 30 of the principal chiefs.'³⁴ Richard Davis acted as interpreter but Amos Burr translated the actual deed of purchase to the sellers, 'fully explaining' its contents. He also explained that the Company would make reserves for the Maori but those present stated that this was not necessary because they had plenty of land at Rangitikei, Ohau and Otaki.³⁵

Having had a day to consider the deed's contents, though probably not its implications, the deed was signed on 2 February 1842 by thirty-six Ngati Raukawa chiefs and the payment was effected. Te Whatanui, Nepia Taratoa, Te Ahu Karamu and other principal chiefs who had attended the sale in due order received their share of the payment goods. The first two chiefs were also given goods to satisfy absentee land owners from their own hapu. However, at this stage the

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32. Vera L. McLennon-Boman, *Glimpses into Early Manawatu. The Saga of Amos and Lydia Burr* (Waikanae, 1985), p. 173. Report of William Mein Smith to W. Wakefield, 30 December 1840, pp. 3 (38), 4 (39), WArc.
33. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 98 (106).
34. *ibid.*, pp 99 (107), 100 (108). Depending upon whose version is correct. The former is Captain Smith's, the latter Amos Burr's.
35. *ibid.* pp. 99 (107), 100 (108). This may have been just as well in light of the Company's later record in apportioning reserves at Manawatu and Horowhenua, see Chapter Three. Also, they obviously did not realise that the Company's deed included much of their Rangitikei land, which suggests they were not aware of the extent of the Company's supposed purchase.

formality lost its semblance of decorum.³⁶ The remaining payment goods, which were presumably less valuable as most of the firearms had already been acquired, were left in a makeshift storehouse for later distribution. They did not remain there long. A large number of Maori rushed the storehouse, pulled down one of its sides and made off with all that was left of the payment goods.³⁷ Consequently, some of those who took payment by force were probably getting more than their share, whilst others who should have received a payment were left uncompensated. This event was to affect the accuracy of Maori testimony at the later Land Claim Commission inquiry.

It is worth noting that at no time were questions asked by Smith as to whether all Maori living within the extensive area delineated by the deed, such as the Muaupoko, Rangitane and Ngati Apa, had consented to the sale. Moreover, the obvious anxiety to get hold of the goods displayed by those who rushed the storehouse suggests that the novelty of the occasion may have blinded them to the full implications of the transaction. Bearing in mind that this was an area where contact with Europeans had been limited, contact with European culture indirect,³⁸ and first hand experience of Western concepts of land alienation non-existent, one wonders whether the majority of those Maori present attached any great significance to the sale at all. If they did not fully understand the intent behind the Company's purchase and the consequences which would follow on from European settlement, what then was the motive underlying Maori willingness to sell?

Initial willingness on the part of the Ngati Raukawa landsellers seems beyond doubt. At the Otaki discussions preceding the actual sale, Te Whatanui remarked wryly that the only benefit Manawatu residents received from the European presence was the pleasure of seeing ships sail past them to

36. BPP (I.U.P. Series), Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 99 (107).

37. *ibid.* p. 99 (107).

38. This model is based upon the teaching of J.M.R. Owens, Lecture Notes, 1983.

Wellington, Wanganui and New Plymouth. Even though the Ngati Raukawa had just as good a river and ample supplies of potatoes and pigs at Manawatu.³⁹ Captain Smith was transported across the Ohau Stream free of charge (a rare circumstance!) when his Maori ferryman learnt he was travelling to the Manawatu. On arrival at the Manawatu river he explored the adjacent countryside and he met some Maori making many new clearings in order to cultivate more potatoes. They were expecting the arrival of Europeans and their affluence.⁴⁰ As one final example, Charles Kettle came across a group of Manawatu Maori who praised the material improvements Europeans had introduced to Wellington. They felt some settlers of their own would bring similar rewards to the Manawatu and raise the value of their land, stressing that payment was a secondary consideration compared with actual occupation by settlers.⁴¹

This evidence suggests that the primary motive behind Maori initiatives to sell some land at the Manawatu and Horowhenua was the desire to acquire Western material culture. The land was used as a lure to attract settlers through whom access to this 'wealth' could be gained. However, as mentioned, it is doubtful whether the Ngati Raukawa landsellers fully realised the implications which arose from using the land in this manner. As Angela Ballara has noted of this early contact period,

'...the possibility of permanently alienating land was an entirely new factor in the experience of Maoris... [whilst] the initial welcome for incoming settlers and the opportunities for trade and...what was at first seen as wealth... [was] followed by disillusionment and dissatisfaction as the Maori host began to realise all that colonisation brought in its train.'⁴²

39. NZC 12th Report, Appendix F, No 9., p. 139F.

40. Report of William Mein Smith to W. Wakefield, 30 December 1841, pp. 1 (36), 6 (41)., WArc.

41. BPP (I.U.P. Series), Vol 2, Report from the Select Committee on New Zealand, Charles Henry Kettle examined, p. 175.

42. Angela Ballara, 'The Pursuit of Mana? A Re-evaluation of the Process of Land Alienation by Maoris, 1840 - 1890,' Journal of the Polynesian Society, 91:4 (1982), p. 527.

This generalisation can reasonably be applied to Maori responses and reactions to the New Zealand Company's land purchase and subsequent surveying activities in the Manawatu and Horowhenua.

A secondary motive behind Ngati Raukawa willingness to sell may have been a desire to assert their superior rights of ownership to the land. They could vindicate their claim by having their right to sell recognised by their principal rival claimants, the Ngati Toa. In doing so they would enhance their own mana. This is an argument proposed by Ann R. Parsonson, who emphasises the primary importance of this as a motive behind land alienation by Maori.⁴³ However, in the Manawatu and Horowhenua in 1842, I feel that the assertion of tribal mana was of secondary importance. Te Ahu Karamu had rebuked Te Rangihaeata at the Otaki hui for attempting to interfere in the Manawatu sale. He recited his superior whakapapa⁴⁴, which was of higher genealogical rank than Te Rangihaeata's and thus Te Ahu Karamu was subtly establishing his own and his hapu's mana and their right to deal with their land as they pleased. Hence, although Te Rauparaha did exercise a 'shifting hegemony' over the land which he had conquered, the Ngati Raukawa were still confident enough to disregard his wishes once he was out of sight.

Thus, the primary motive underlying Ngati Raukawa willingness to sell some land at the Manawatu and Horowhenua was the desire to share in the perceived benefits of European material culture, whilst the traditional pursuit of enhancing tribal mana may have been a secondary contributing factor. The New Zealand Company, facing a scarcity of good agricultural land around Wellington, needed the Manawatu and Horowhenua to fulfill its obligation to holders of its landorders and provide country sections. Maori and European needs were sufficiently complementary to allow the quasi-sale of the Manawatu, Horowhenua and much land besides, to go ahead.

43. Ann R. Parsonson, 'The Pursuit of Mana,' in W.H. Oliver with B.R. Williams (eds), The Oxford History of New Zealand (Wellington, 1981), p. 149 and passim.

44. E.J. Wakefield, Adventure in New Zealand from 1839 - 1844 (London, 1844), p. 225.

CHAPTER THREE: NEW ZEALAND COMPANY SURVEYS AND PRIVATE PLANS
FOR SETTLEMENT

With the sale of the land seemingly complete, the New Zealand Company was able to proceed with its plans to lay out country sections for selection by holders of its landorders, and during the course of 1842 it did so with much expedition. By the end of that year land on the south bank of the Manawatu River bounded in the north by the Kahuterawa Stream, in the south by Lake Horowhenua and the Hokio Stream and in the east by the Tararua foothills, had been surveyed, marked out on plans and offered up to potential settlers. Private landowners who had acquired Company sections had put before the public proposals for three separate towns by the end of 1842 and all portended well for future European settlement in the Manawatu and Horowhenua.

Even before the deed of purchase had been signed, Captain Smith had made a preliminary reconnaissance of the Manawatu and Horowhenua districts in December 1841. Also during this month Charles Kettle and his assistants had begun to survey along the course of the river. Captain Smith was left with the general impression of a land which had the potential to become highly productive and was therefore ideally suited to the rural settlement which the Company had in mind. Although much of the land was swampy because it lay on the lower reaches of a river regularly inundated by flooding, Smith was confident the land could easily be drained and the river flood protected.¹ This was not the only obstacle to settlement, for the same factors which augured well for agricultural production also facilitated the growth of the dense mixed podocarp forest which covered most of the country. Because the land was flat it was well suited to surveying, but the thick bush must have presented a formidable obstacle.

1. Report of William Mein Smith to W. Wakefield, 30 December 1841, p. 2 (37). WArc.

However, undaunted by the prospect, Charles Kettle had surveyed ten miles of the river by 18 December 1841 and he was confident of proceeding at the rate of five miles per week. The surveys were confined at this early stage to the course of the river and having had the opportunity to select a suitable site for the survey teams headquarters, a base was established at Te Karikari on 20 December 1841,² where the survey station remained for the duration of the surveys (see Illustration).

The extent of the surveys expanded with the arrival of Mr Nankeville, who had been sent to make a minute survey of the land between the Manawatu River and Lake Horowhenua. They again increased in scope with the arrival of Mr Harrison who, having sufficiently recovered from his accidentally self-inflicted gunshot wounds, had been sent to examine and survey the land between the Manawatu River and the Tararua foothills. One of his tasks was to find the best line for an inland road to Otaki, which Smith expected '... would become the object of the highest importance not only to this beautiful district but to the whole country.'³

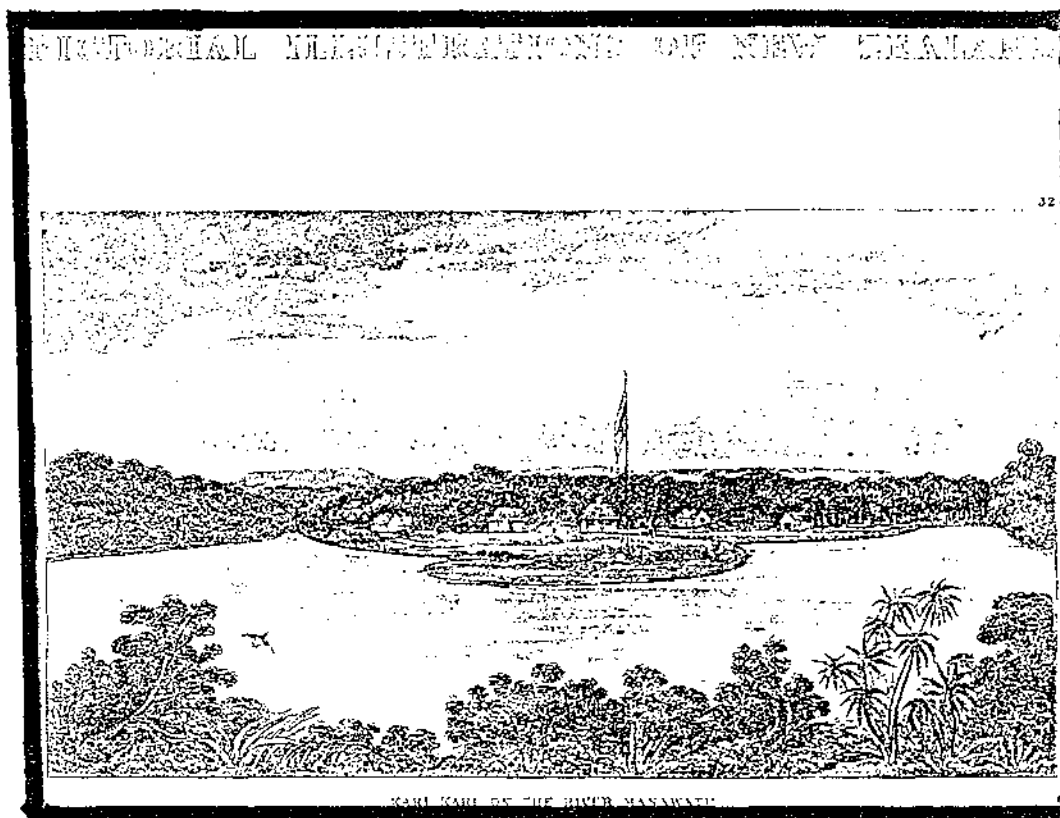
Accessibility was a primary requirement for facilitating settlement and the lack of such was cited by one observer in his criticism of the Company's plans. A Mr George Rennie entered into a correspondence with the Directors of the New Zealand Company through the medium of the Colonial Gazette and New Zealand Journal.⁴ Writing from England, Rennie criticised the New Zealand Company's settlement plans for a number of reasons, the high price of land, the lack of pre-settlement development in the way of an adequate infrastructure, i.e. roads, bridges, adequately planned towns, and the generally disorganised manner with which the Company approached colonisation, which resulted in settlers having to live in tents for months as they waited for their sections and towns to

2. ibid., p. 5 (40).

3. ibid., p. 5 (40), *passim*.

4. T.M. Hocken, Contributions to the Early History of New Zealand (Settlement of Otago) (London, 1898), p. 7.

Illustration - Headquarters of the New Zealand Company's Surveying Staff at Te Karikari on the Manawatu River, by S.C. Brees.



Brees commented on the Manawatu, '... the unfortunate state of the land question subsequently stopped all emigration to the country land or they [the colonists] would have reaped the reward of their enterprise and industry but we trust better days are in store for them.' Unfortunately for the colonists, better days were delayed for quite some time.

Source - S.C. Brees, Pictorial Illustrations of New Zealand (London, 1847), p. 11., plate. 21.

be surveyed and laid out. The Manawatu was cited as an example of poor planning because of its distance from the Wellington market and the lack of roads and bridges, which made communication difficult and the Manawatu even more remote. Rennie had an alternative colonisation plan which placed a greater emphasis on pre-settlement investment in public works programmes and advocated a cheaper price for land. Such a plan would ensure that towns were ready for colonists as soon as they arrived in the country, whilst a lower price of land than the Company proposed would act as an inducement to potential settlers. New Zealand Company representatives countered Rennie's arguments but their rebuffs seem feeble compared with the practical advantages which would have been gained had Rennie's proposals been implemented.⁵ In later years a modified scheme derived from Rennie's original plan led to the New Edinburgh or Otago colonisation scheme, the result of which was the foundation of Dunedin. However, due to differences over what religious character the settlement would be established under, Rennie faded from the limelight and relinquished the leadership of the Otago Scheme to Captain William Cargill, having never set foot in New Zealand.⁶

Up until April 1842, the surveys were supervised in Wellington by Captain Smith, whilst Kettle, Nankeville and Harrison, assisted by their labouring surveyors, carried out the work at the Manawatu. This survey team had marked out on plan a block of land from Rewarewa in the north to Lake Horowhenua in the south by early April 1842. This block consisted of two hundred and eighty six sections,⁷ which comprised the Company's first selection of country land to be offered to holders of its landorders (see Map Three).

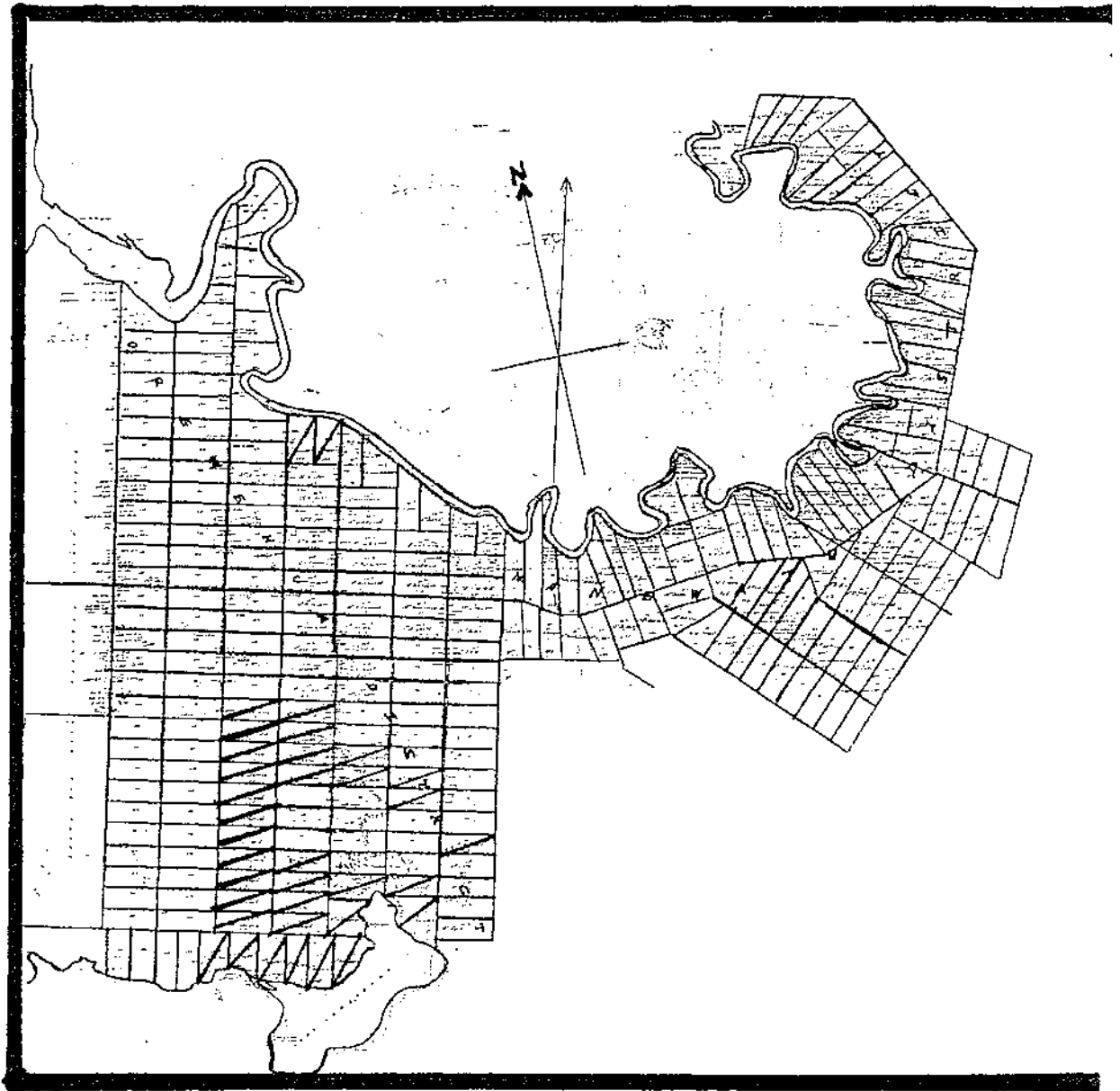
Under the New Zealand Company's colonisation scheme, potential landowners purchased a landorder which entitled them to one

5. NZJ, Vol 3, September, 1842, pp. 220 - 221.

6. Hocken, pp. 7, 8, 15, 16, 29, 30, 31.

7. NZJ, Vol 4, 14 January, 1843, p. 214.

Map Three - Selection Map of the First Selection of Country Sections in the Manawatu and Horowhenua Districts, April, 1842.



Edmund Halswell's Sections

Source - 'Selection Map of Sections in the Manawatu and Horowhenua Districts, by Samuel Charles Brees, Principal Surveyor, New Zealand Company, 7 April 1842. Scale, 3 Inches to a Mile.'

Roll Plan 548, Wellington District Office,
Lands and Survey Department, Wellington.

town acre with '... 100 acres of country land thrown in'⁸, the town sections being the bait which sold the country land. However, whilst the Company was able to fulfill its obligation to provide town sections at Wellington, the scarcity of good land at the location meant it did not have the country land to sell, and thus it could not fulfil its obligation to provide country sections. Hence the importance of the Manawatu and Horowhenua districts to the Company and the promptness with which the surveys were initiated. The Manawatu and Horowhenua provided the solution to the Company's land scarcity dilemma, as country sections would be provided in this flat, fertile region.

The surveyed land was advertised in the Colonial press in early April⁹ and the first selection of land was held in Wellington on 7 and 8 April 1842.¹⁰ Of the two hundred and eighty seven sections thrown up for selection, one hundred and seventy six were chosen.¹¹ The Company had three methods of allocating sections, by lottery, by priority of choice and by auction sale on the spot.¹² The Selection Map of the first selection of country land in the Manawatu and Horowhenua suggests that a slightly altered lottery system may have been used. The lottery system was designed to ensure that the Company had as good a chance of selling the last landorder as the first, and it gave every purchaser an equal chance of selecting the best sections.¹³ Under this system each share or landorder represented one section and the owner of the share was given a number once the share had been purchased. This number was put into a box with all the other share numbers, drawn randomly and the owner identified. Another number was randomly drawn from a second box, and this number determined the order in which the landowner would select his section.¹⁴ However, the pattern of landownership in the Manawatu and Horowhenua after the first

8. Michael Turnbull, The New Zealand Bubble : the Wakefield Theory in Practice (Wellington, 1959), p. 18.

9. New Zealand Gazette, 4 April, 1842.

10. NZGWS, 9 April, 1842, p. 3.

11. NZJ, Vol 4, 14 January, 1843, p. 214.

'Selection Map of Sections in the Manawatu and Horowhenua Districts, by S.C. Brees, Principal Surveyor, New Zealand Company, 7 April, 1842.'

12. Turnbull, pp. 15, 17.

13. Warwick Tyler, 'The New Zealand Company,' NZH, 1:12 (1972), p. 333.

14. Turnbull, p. 15.

selection suggests that the lottery in its original form was not used.¹⁵ The sections of the landowners are too contiguous to represent randomly determined individual selections.

As an illustrated example, Edmund Halswell's sections are marked on Map Three. If the lottery system was used whereby one share entitled one to one choice, then because Halswell had thirty-six shares it would be reasonable to expect that his sections would be fairly scattered over the whole area, unless of course no one else was interested in the sections Halswell chose. However, because they are clustered and for the most part contiguous, then this suggests that all thirty-six sections were chosen at the same time. Hence, although the priority of choice may have been randomly determined as the lottery intended, all the shares were probably represented by the one choice and this would have enabled Halswell to select adjacent sections, as he has mostly done. The pattern of landowning displayed by Halswell's choices is generally representative of all the multiple section owners, most of which are characterised by contiguity.

The one hundred and seventy six sections were chosen by seventeen people and the list of landowners reveals a small clique of colonial notables. Over two thirds of the sections were chosen by five men, most of whom were prominent in Wellington's municipal and/or business affairs. These five men were, in order of the number of sections selected, Edmund Halswell, Mr Alzdorf, John Tylston Wicksteed, Francis Molesworth and James Henry St. Hill. Their status and occupations in the colony suggests that they were buying land for speculative purposes, hoping to make a quick profit by reselling to genuine settlers. Amongst the remaining section holders Company employees also figure prominently, with names such as Deans, Stokes, Kettle, Smith and Park¹⁶ featuring, all

15. Selection Map, op. cit.

16. *ibid.*

Guy Scholefield (ed), Dictionary of New Zealand Biography 2 Volumes, (Wellington, 1940), pp. 192, 270, 337, 348, 353, 414, passim. for biographical sketches of these men.

of whom were Company surveyors and, with the exception of Deans, they were also involved with the surveying of the Manawatu and Horowhenua at some stage.

Interestingly, the biggest speculator was Edmund Storr Halswell, who was also the Protector of Aborigines for the Southern District, a position to which he was appointed in July 1841.¹⁷ The New Zealand Company's colonisation scheme allowed for one-tenth of the sections to be set aside as Native Reserves.¹⁸ These were intended for the principal chiefs and their families only, in the vain hope that the creation of a propertied elite would establish a 'native aristocracy' which would be the Maori equivalent of the British model, the former having acquired the desired social graces and attitudes by association with the latter's colonial offshoot. The remainder of the Maori population would become a landless proletariat subject to the same economic caprices as their European colonial counterparts.¹⁹ It was Halswell's job to see that Reserves were selected and the Maori dealt with equitably.²⁰ However, because Halswell also had a considerable speculative interest in the land, his dual roles suggests to me a conflict of interests, an inference that is given credence by his administration of his job.

The Colonial Secretary at the time, Willoughby Shortland, indicated on behalf of Governor Hobson that the latter was less than satisfied with Halswell's choices of Native Reserves at the Manawatu and Horowhenua. Halswell was using pa, kainga and their adjacent land which '... did not appear to have been originally sold...'²¹ and designating these as Native Reserves. Halswell viewed this practice as taking 'especial care' to secure for the Maori their own pa and cultivations, thoughtfully not wanting to cause the Maori too much

17. Schdefield, p. 348.

18. John Miller, Early Victorian New Zealand. A Study of Racial Tension and Social Attitudes 1839 - 1852 (Wellington, 1958), pp. 49 - 50.
Tyler, p. 332.

19. Miller, pp. 8 - 10.

20. BPP (I.U.P. Series) Vol 2, Colonies of New Zealand. Report from the Selection Committee on New Zealand, p. 176. Charles Henry Kettle, in giving evidence, states that he 'advised' Halswell on the selection of Native Reserves, which does little to impress one with Halswell's impartiality.

21. NZC 12th Report, Appendix G. No 59, p. 106G, 27 July, 1842.

inconvenience. The Governor, rightly enough in light of the Treaty of Waitangi, did not share Halswell's perspective. He instructed Halswell that these locations belonged to the Maori as of right and Native Reserves were to be selected independently of these. However, in cases where pa had been 'indisputably sold', the Governor 'earnestly wished' that they might be selected as Native Reserves.²² Given the Company's casual approach to land buying, the words 'indisputably sold' exempt just about every purchase the Company made. Maori owners disputed most of the land purchases the Company made, and the Manawatu was no exception.

Once the sections had been chosen, the first selection yielded plans for three separate towns, which represented, as the New Zealand Journal noted, a '... great run upon the district of Manewatu [sic].'²³ Proposals were advertised for the Town of Manewatu [sic],²⁴ the town of Te Maire,²⁵ and a third unnamed settlement.²⁶

The first of these settlements is described in the literature as a New Zealand Company town situated in the vicinity of Te Paiaka and Te Karikari.²⁷ However, whilst the locale is correct, the original advertisement for the town states that it was '... proposed by the proprietors of the first three choices...'²⁸ of country sections at the April 1842 selection.

The Selection Map reveals that these men were James Henry St. Hill, R.D. Hansen and Captain William Mein Smith²⁹, so even

22. ibid.

23. NZJ, Vol 3, No 73, 29 October, 1842, p. 263.

24. ibid.

25. NZGWS, 25 May, 1842.

26. NZJ, Vol 3, No 73, 29 October, 1842, p. 263.

27. A.J. Dreaver, Horowhenua County and its People. A Centennial History (Levin, 1984), p. 34.

J.M.R. Owens, 'Early History of the Manawatu' (Palmerston North, 1973), p. 13.

G.C. Petersen, Palmerston North. A Centennial History (Palmerston North, 1973), p. 12.

Evelyn Stokes, 'Settlers in the Manawatu,' NZH, 3:14 (1972), p. 1224.

28. NZJ, Vol 3, No 73, 29 October, 1842, p. 263.

29. Selection Map, op. cit.

though two of these men had Company connections,³⁰ the proposed town was not a New Zealand Company settlement like, for example, Wellington or New Plymouth. The Company merely provided the surveyed land in fulfillment of its original obligation to provide country sections to those who had purchased land under its colonisation scheme. This land was then used by the private owners to put forward a proposal for the establishment of a town.

It was proposed to offer colonists twenty-five acres in quarter acre allotments, some one hundred sections. The nucleus of a town had already been established, so the advertisement claimed, by the erection of Thomas and John Kebbell's sawmill immediately opposite the proposed location; by the concentration of the surveying staff at Te Karikari as the centre of communication with the surrounding district; by arrangements for an 'extensive' general store, and by the application for a licensed house submitted by an unnamed entrepreneur whose '.. knowledge of the advantages of the position prompted him to prefer the application.'³¹ If this was not enough to persuade a potential landbuyer to settle, it was also claimed that the Maori landowners were more than willing to give up possession of the land because they were '... exceedingly anxious to have a European population settle amongst them,'³² a claim which was not totally unfounded. Those settlers who may have been considering delaying their purchase in the hope of a fall in section prices were assured that this would not occur, an assurance which was also meant to encourage those who had determined to buy at the stated price, although no such assurance was given against an increase in land prices. Advertised in such glowing terms, this settlement seemed to have a marvellous future. However, the dubious nature of the New Zealand Company's original purchase meant the town never eventuated (Map Four shows the location of the proposed town).

30. Scholefield, pp. 270, 353.
Hocken, pp. 35 - 36.

31. NZJ, Vol 3, No 73, 29 October, 1843, p. 263.

32. ibid.

The second proposed town was Te Maire, situated just up river from the first settlement. Te Maire was a private venture put forward by Edward Daniell, James Watt and Francis Alexander Molesworth. Daniell had selected sections twenty-five and twenty-six as fulfillment of his New Zealand Company landorders and each section contained one hundred acres. Molesworth and Watt brought section number twenty-four from an absentee London landowner, a Mr Shuttleworth, for L200. This section also contained one-hundred acres. These three sections were contiguous and the owners formed a syndicate to establish Te Maire.³³

The three hundred acres were divided into five hundred and eighty six half acre allotments, of which two hundred and eighty three were to be offered for public sale or auction. The balance was to be divided between Daniell, Watt and Molesworth in the proportions four sixths to Daniell and one sixth each to Watt and Molesworth.³⁴ All money derived from the sale of the public sections was to be administered by a committee of seven, comprising Daniell, Watt, Molesworth and four landowners chosen from amongst themselves.³⁵ All this money would have been reinvested in the town as the committee saw fit, and it was expected that the landbuyers would have the whole of the purchase price returned to them by '... improving and enhancing the value of their own property.'³⁶

As with the 'town of Manewatu' [sic], the proffered advantages of Te Maire included Kebbell's mill and the abundance of timber in the surrounding countryside, as sawn timber was envisaged as a staple export commodity; '... the suitability of the land for

33. Deed between Edward Daniell on the 1st Part; James Watt and Francis Alexander Molesworth on the 2nd Part; Abraham Hort, Henry Taylor and William Guyton on the 3rd Part, 24 October, 1842. Roll Plan 548, Wellington District Office, Lands and Survey Department, Wellington.

34. *ibid.*

35. *NZGWS*, 25 May, 1842.

36. *NZJ*, Vol 3, No 73, 29 October, 1842, p. 264.

agricultural purposes as well as grazing and breeding stock, and dairy farms might [also] have been carried on with success;³⁷ whilst ship building was also touted as having great potential. It was emphasised that the Maori population did not dispute the title to the land '... nor [did] they offer any annoyance to settlers.'³⁸ The plan of the town included reserves for '...wharfs, quays, Exchange, Customhouse, market place, cemetery, court house and botanical gardens...' nor had a reserve for the '... Mechanics Institute been overlooked.'³⁹ (Map Five depicts Te Maire in the Manawatu). All of these public amenities were to have been financed with the proceeds from the public sales. Profits from the proprietors' private land sales would have accrued to them. Moreover, as the proprietors also owned a great deal of the surrounding land, it was proposed to lease this land to town section owners in five to ten acre farms on easy leases.⁴⁰

Although it was well planned and attractively presented, Te Maire was a speculative venture for Daniell, Watt and Molesworth. They 'sold' their interests in Te Maire to Abraham Hort, Henry Taylor and William Guyton, for the nominal sum of ten shillings. The latter three men were to effectively act as trustees for the proprietors', overseeing the sale of lands and taking the proprietors' places on the committee of seven. What payment Hort, Taylor and Guyton would have received for administering the town is unclear, but a provision in the deed allowing for the payment of expenses, i.e. rates, taxes, arising from land sales might have provided for the trustees' labours. However, there is no explicit provision for personal payment.⁴¹ What is clear is that Daniell, Watt and Molesworth had their eye on future profits and they had no intention of becoming too involved with Te Maire. The town was a well planned speculative affair that did not materialise.

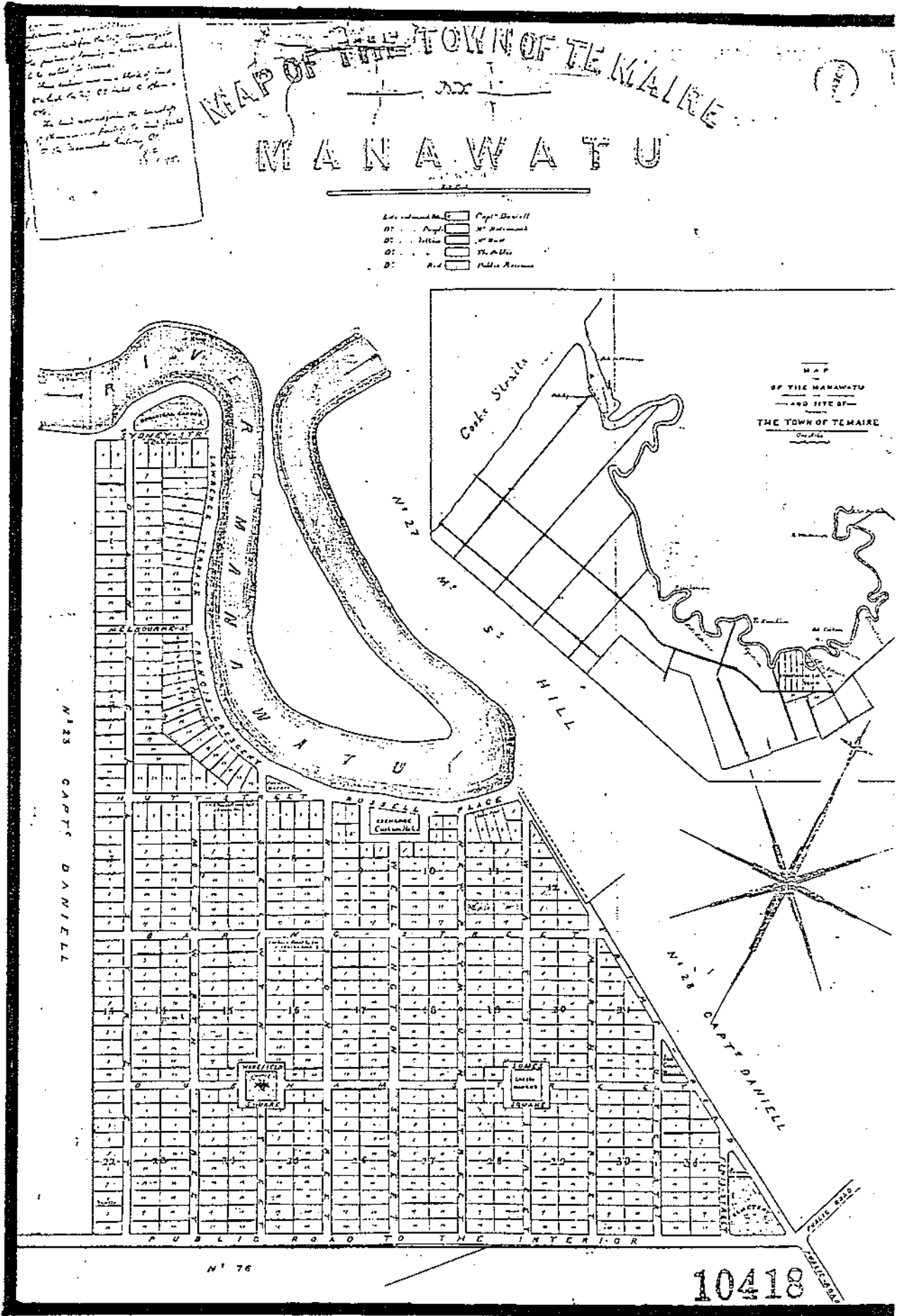
37. NZGWS, 25 May, 1842

38. *ibid.*

39. *ibid.*

40. NZJ, Vol 3, No 73, 29 October, 1842, p. 264.

41. Deed, *op. cit.*



Source - 'Map of the Town of Te Maire. Scale, 7 Chains to an Inch. Inset Map of the Manawatu and Site of the Town of Te Maire, by Robert Park, 24 October, 1842.'

Roll Plan 548, Wellington District Office, Lands and Survey Department, Wellington.

The third unnamed town was another private venture, whereby an 'unnamed Gentleman' intended to sell to '... real cultivators, persons of small capital and the working classes...' town and country sections. The town's locality is not known although the proposed site had a small river frontage and was adjacent to the planned public roads to Wellington. Its area covered twenty five acres. The country land was to be divided into small farms of five or ten acres each and every purchaser of such a farm was to be entitled to one-sixteenth of a town acre free and so on in proportion to the amount of country land brought. As with Te Maire, the town would be laid out leaving sections for '... ornamental squares, market places, quays, places for public worship, public buildings etc'.⁴²

In contrast to Te Maire, the proprietor intended to live on the property and he committed himself to employ 'whenever practicable' only those who also lived on the land. To induce settlers to choose his sections only a small deposit was required but '...approved acceptances payable at a long date or other securities or labour [would] be taken as payment.' These favourable terms, together with no conveyancing charges, immediate possession, access to loans and a lower section price than that which would have resulted from a public sale, must have made the proposed settlement an attractive proposition to those looking to make a new start on modest means. At the time of advertisement the proprietor was intending to make an application '...to the Legislative Council for an Act to regulate the township.'⁴³

By the end of April 1842, three towns had been proposed for the Manawatu in close proximity to one another. At the time the New Zealand Journal expressed doubt as to '...whether all will answer the proprietors expectations...'⁴⁴ and in the event none of them did, as all three plans failed to reach fruition. The Manawatu and Horowhenua districts remained scarcely populated by Europeans for the next three decades.

42. NZJ, Vol 3, No 73, 29 October, 1842, pp. 263 - 264.

43. ibid., For this paragraph.

44. ibid., p. 263.

Whilst the first selection of country sections was taking place and the plans for the towns were being formulated and advertised, the surveys continued. As mentioned, the surveys under Charles Kettle's supervision had extended to Rewarewa by April 1842. On 5 May 1842 Kettle left the Manawatu survey team to make his epic circular journey up the Manawatu River, through the Manawatu Gorge and down the Wairarapa to Wellington, a journey completed in two months after much hardship.⁴⁵ Once Kettle had departed, Robert Shepherd was directed to take charge of the surveys on 9 May 1842, and he left Wellington for the Manawatu the following day.⁴⁶ Shepherd received his instructions from Samuel Charles Brees, the Company's Principal Surveyor, who had taken over the Wellington supervision from Captain Smith in early April 1842.⁴⁷ Until Shepherd arrived at the Manawatu, Harrison and Nankeville stood in as overseers.

Brees's instructions to Shepherd reflect the importance of the Manawatu land to the New Zealand Company. Brees was anticipating that the surveys would take on a '...somewhat extensive character...' and he attached the '... great[est] importance to [the] district.' Shepherd was instructed to extend Kettle's survey lines and lay out the sections on the right bank of the river as before. The sections were to be kept concentrated and up to previous standards because there was 'no excuse' for laying out bad land in this district.⁴⁸ By June 1842 there were in excess of forty-one men engaged on the Manawatu surveys⁴⁹ and the logistics of supplying them with provisions created some problems. In April 1842 it had been feared the men would return to Wellington because supplies were becoming desperately low.⁵⁰ This was a predicament the Company

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45. Report of a Journey through the Manawatu and Wairarapa Districts during May and June 1842. By Charles H. Kettle, WArc.
 46. Letterbook of the Surveyor General of the New Zealand Company, 9 May, 1842. WTu.
 47. *ibid.*, 19 April, 1842.
 48. *ibid.*, 9 May, 1842.
 49. *ibid.*, 1 June, 1842
 50. *ibid.*, 19 April, 1842.

could ill afford and with the increase in staff, Brees placed orders for provisions well before the food situation could become so dire again.⁵¹

By August 1842 Brees could report to Wakefield that the Manawatu surveys were '... proceeding with much expedition...' and extended eighteen miles above Rewarewa. This area contributed another three hundred country sections to the Company's books and more were soon expected to be ready.⁵² In October 1842 notice was given to potential purchasers and landorder holders that the three hundred sections would be offered up for selection on 1 January 1843, and the immediately following days. The sections extended along the right bank of the river '... above those given out at the last selection and thence to the hills.'⁵³ The field plots of the sections were available for viewing at the Te Karikari survey station and selection was to be based upon priority of choice. That is, those who purchased early landorders would be entitled to first choice of the country land.⁵⁴ For some, this must have been welcome news as they may have been waiting for their country sections for close on three years.

The second selection of country sections at the Manawatu and Horowhenua did not constitute the 'great run' upon the districts that was a characteristic of the first selection. Of the five hundred and seventy one country sections offered in the Manawatu and Horowhenua on 2, 3 and 4 January 1843, only one hundred and fifty two were chosen, leaving some four hundred and nineteen unchosen.⁵⁵ Those who had chosen sections at this selection were required to travel to the survey station at Te Karikari before 11 March 1843, in order that the boundaries of their sections might be pointed out. If they neglected to do so before the stated date '... any future inquiries on the subject of the boundaries will not be

51. *ibid.*, 1 June, 1842.

52. *ibid.*, 22 August, 1842

53. *NZGWS*, 8 October, 1842, p. 3.

54. *ibid.*

55. *NZJ*, Vol 4, 14 January, 1843, p. 214.

attended to.⁵⁶ The Company was in financial strife by this stage because of its hasty promises to settlers in its other New Zealand settlements, so possibly the stress was beginning to show.

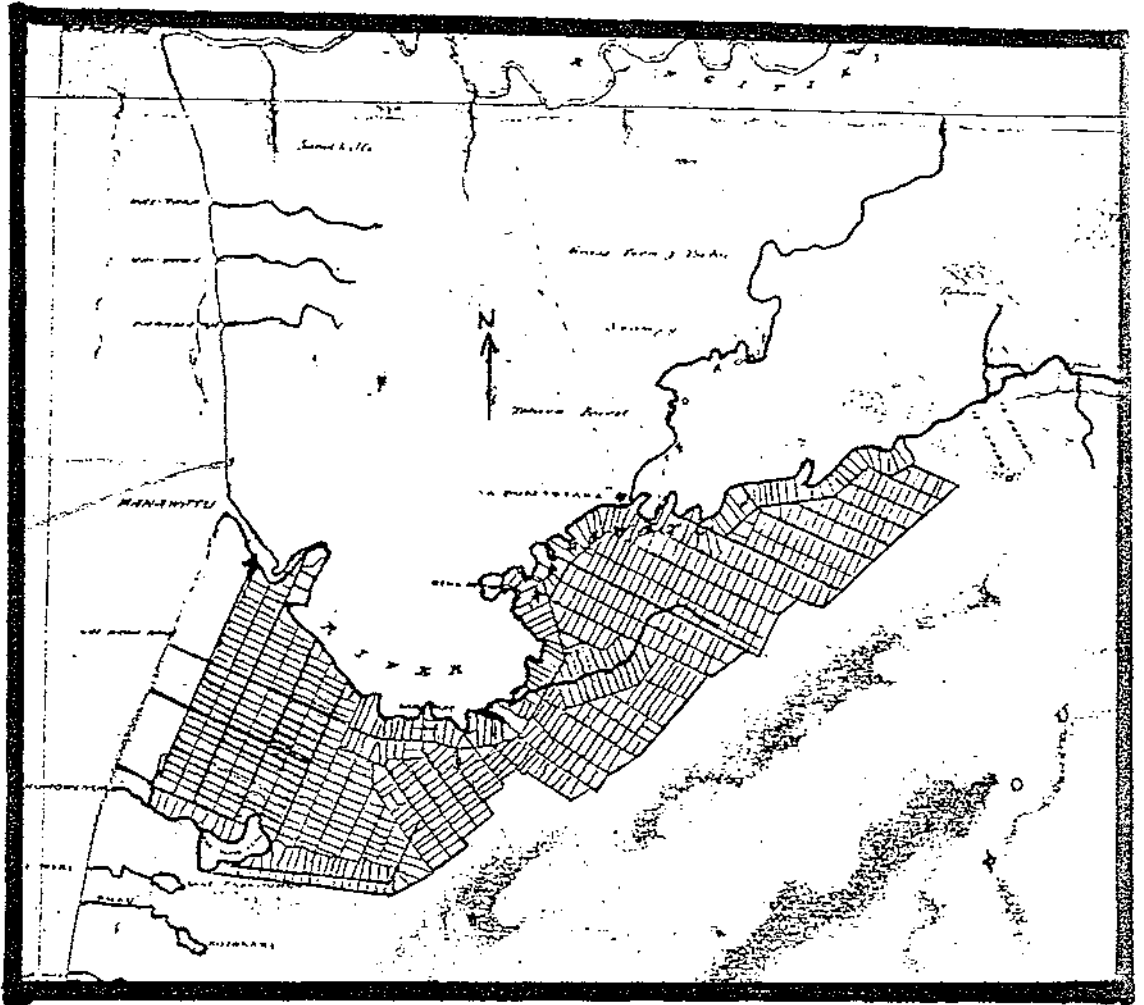
In fulfilling its obligation to provide country sections to holders of its landorders, New Zealand Company surveyors had laid out seven hundred and forty seven country sections in the Manawatu and Horowhenua by January 1843. Of these, three hundred and twenty eight were chosen,⁵⁷ not only by potential settlers but more often by land speculators. Map Six depicts the full extent of the surveys and the pattern of country sections which, it must be remembered, existed only in this tidy grid pattern on the Company's plans. Three towns had been proposed for the Manawatu, as described above, but they did not eventuate as their developers had envisaged. The New Zealand Company did not propose to establish a town itself, although the plan of Te Maire (Map Five) exhibits many of the features which were characteristic of New Zealand Company settlements, as a comparison with Map Seven reveals. Te Maire was still being kept before the public eye in March 1843,⁵⁸ but by this time the hearings of a Land Claim Commission, inquiring into the validity of New Zealand Company purchases, were well under way. The Company's original Manawatu purchase was about to come under the scrutiny of this Commission.

56. NZGWS, 25 January, 1843.

57. NZJ, Vol 4, 14 January, 1843, p. 214.

58. NZGWS, 29 May, 1843.

Map Six - The Full Extent of the New Zealand Company's Surveys and Country Sections in the Manawatu and Horowhenua.



Source - 'Map of the First Settlement of the New Zealand Company Shewing [sic] Port Nicholson, Manawatu and Wanganui with Adjacent Country and Coast as laid down by the Company's Surveying Staff from their Surveys and Reconnaissances, August, 1842.'

Massey University Geography Department,
Map Library.

CHAPTER FOUR: COMMISSIONER SPAIN INVESTIGATES THE NEW ZEALAND
COMPANY'S TITLE

On becoming Governor of New Zealand in January 1841, William Hobson was required to re-evaluate all European land claims in light of the Treaty of Waitangi. The Treaty bestowed upon the Crown the right of pre-emption in land purchasing and accorded the Maori people all the rights and privileges of British subjects. It also guaranteed the Maori the '...full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess [sic]...' ¹ as long as they wished to retain ownership of these. Hence, all land sales had to be investigated so ~~that~~ their legitimacy could be established in relation to the Treaty's articles. To carry out this task a Land Claim Commission was established in 1840, and in 1842 the British government appointed a Land Claim Commissioner who, on arrival in New Zealand, began to investigate European land titles in the Southern districts. The man appointed to this position was William Spain and in March 1843 he began his investigation into the New Zealand Company's purchase of and claim to land in the Manawatu and Horowhenua districts.

An attorney by profession, Commissioner Spain was an '...honest, straightforward man... methodical in his work and sincere in his convictions...' ² although susceptible to flattery. ³ Though a British government appointee, Spain received his commission from Hobson in February 1842 and from his Wellington base began to examine land claims in March of that year. ⁴ His investigations were to be governed by the Land Commission Act (1842) ⁵ which was an amended version of the

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1. Claudia Orange, The Treaty of Waitangi (Wellington, 1987), Appendix 2: The Treaty of Waitangi (English Text), p. 258.
 2. Rosemarie V. Tonk, 'The First New Zealand Land Commission, 1840 - 1845', M.A. Thesis (Canterbury University, 1986), p. 125.
 3. John Miller, Early Victorian New Zealand. A Study of Social Attitudes and Racial Tension 1839 - 1852 (Wellington, 1958), p. 65.
 4. Roland L. Jellicoe, The New Zealand Company's Native Reserves (Wellington, 1930), p. 40.
 5. Tonk, p. 130.

controversial New Zealand Land Claims Bill (1840) that had been drafted by the Governor of New South Wales.⁶ Spain's task under the terms of this Act was to '...establish the title of sellers to the property which had been sold ... and then find out whether the sale was legitimate.'⁷ However, he also had to take account of the New Zealand administrations 1840 and 1841 agreements with the New Zealand Company. These agreements had sanctioned New Zealand Company land purchases conditional upon certain obligations being met.

To establish the right of Maori sellers to alienate land Spain applied the principle '... that mere conquest unsupported by actual and permanent occupation and more particularly where the conquered parties still remain in occupation ... bestows no title on the invaders.' This led him to conclude '... that in all cases the residents and they alone have the power of alienating any land.'⁸ In retrospect this is a fairly judicious assessment of customary Maori land tenure as it applied to invasion and conquest. It also has a significant bearing on the Manawatu sale in relation to the pattern of Maori landownership which existed at the time of the New Zealand Company's purchase. But either through ignorance of the pattern of Maori land tenure in the Manawatu and Horowhenua or lack of time, Spain did not apply these guidelines when he investigated the Company's purchase. The Muaupoko, Rangitane and Ngati Apa were never included in Spain's hearings.

Needless to say, Spain's assiduity and conscientious administration of his job, despite his limitations, did not endear him to Colonel Wakefield. The latter resolved to obstruct his investigations by impugning his character and refusing to co-operate with hearings by imposing boycotts and neglecting to supply witnesses for the Company's case.⁹ Wakefield's tactics did prove to be a slight impediment because

6. Orange, p. 97., and pp. 92 - 113 for a comprehensive discussion of the Treaty and its bearing on land sales, pre-emption, and Maori rights. Also for Maori reaction to the Land Commissions.

7. Tonk, p. 130.

8. BPP (i.U.P. Series) Vol 5, Spains Report, No 2, Nelson, Part 1, p. 37 (41).

9. Miller, p. 65.

the onus was on the Company to prove it had fairly extinguished the Maori title. However, such behaviour by Wakefield was a double edged sword, as when the Company's agents remained recalcitrant, Spain proceeded with his enquiries anyway, usually to the Company's detriment.

During the course of 1843 and 1844 Commissioner Spain investigated the New Zealand Company's Manawatu purchase. Realising that the Kapiti Deeds did not constitute any kind of sale of Manawatu land, Spain considered the case solely on the merits of the negotiations between the New Zealand Company's agents, i.e. Wakefield and Captain Smith, and the Ngati Raukawa Maori.

Examining Maori witnesses in Otaki in April 1843, Wakefield and Smith at Wellington in May 1843 and Amos Burr and Thomas Kebbell¹⁰ at Manawatu in early 1844,¹¹ Spain was able to establish the sequence of events which led to the February 1842 sale (as described in Chapter Two, pp. 19-24). Using these three sources Spain was able to determine that the sale's validity rested upon whether one Ngati Raukawa chief, Taikoporua, had ever consented to sell his land at Manawatu or received any payment.

Taikoporua was adamant he never had consented, or ever would consent, to the sale of his land at Manawatu. He had told Smith that the only inducement which would make him part with his land would be '...a heap of goods as high as Tararua',¹² a requirement that was beyond the means of the New Zealand Company. This statement was translated for Smith by the Maori interpreter Richard Davis, whom Smith had earlier found to '... possess a very imperfect acquaintance with the English language.'¹³ Thus it would seem that Smith was misguided by Davis's translation of Taikoporua's statement, as he took it to

10. Thomas Kebbell was a settler in the Manawatu who, with his brother John, established a sawmill opposite Te Paiaka.

11. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, pp, 100 (108), 101 (109).

12. *ibid.*, p. 100 (108).

13. *ibid.*

be a form of assent (probably too, he wanted to believe as much). Burr and Kebbell confirmed that Taikoporua did not participate in the sale in any way, except of course to oppose it.

Although Spain had stated in his Nelson report that 'At Manawatu ... the Ngati Raukawa ... maintain a possession which Te Rauparaha would find it fruitless to oppose or deny...' and 'Rauparaha has no claim whatever ... to Manawatu,'¹⁴ it seems that Te Rauparaha's influence in the region was not fruitless. When Maori witnesses were examined at Otaki in April 1843 in Te Rauparaha's and Te Rangihaeata's presence, the statements they gave were less truthful than when they were examined at some distance from these two powerful chiefs. The witnesses were unwilling to give statements favourable to Europeans because Te Rauparaha and Te Rangihaeata opposed further land alienation and settlement, especially in districts over which they exercised their 'shifting hegemony'. Another factor militating against accurate Maori testimony was the looting which occurred at the distribution of the payment goods. This event meant some landowners who were entitled to a share were deprived of such, whilst others who had little or no claim received either a disproportionately large share or a share to which they were not entitled. Hence, as Spain noted '... these people from different motives would be very likely to deny their knowledge of or participation in the transaction',¹⁵ and it may be safely assumed that Taikoporua did not belong to either category.

One chief who was less awed than most by Te Rauparaha was Te Ahu Karamu (A.K.A. Te Hukiki). A man of superior descent and a close ally of Te Whatanui, he was a prime mover behind the Manawatu sale. In Te Rauparaha's presence Spain found that Te Ahu was the '... only witness who gave anything like a statement of what occurred between Colonel Wakefield and the Manawatu Maoris on the subject of this sale.'¹⁶ Karamu's testimony was

14. BPP (I.U.P. Series) Vol 5, Spains Report, No 2, Nelson, Part 1, pp. 41 (46) - 42 (47).

15. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 104 (112).

16. ibid., p. 101 (109).

consistent with that of Smith and Burr on most points. However, it differed '... as native testimony in this case generally does...'¹⁷ over what lands and the boundaries of the lands the Ngati Raukawa had agreed to sell.

Whereas the Company claimed to have purchased a vast tract of land, what the Ngati Raukawa Maori who signed the deed claimed to have sold was much less and quite specific. They 'gave' Wakefield particular blocks of hapu territory, which were not extensive or even adjacent for the most part. These blocks of land were outlined for Spain in March 1843 at an informal hearing at which neither Te Rauparaha or Te Rangihaeata was present, and Spain accorded the evidence given on this occasion '... quite as much credence as any sworn testimony ...'.¹⁸ It is worth including a portion of the transcript of this hearing because it is the only record of what land was sold from the Maori perspective.

'... A vessel arrived at that time, and left a quantity of property, which was landed, and put into a house in this place. When Colonel Wakefield went away, he left Captain Smith here with instructions to pay for this place, but we would not consent to sell; about one week afterwards he returned, and he went to Port Nicholson, and sent another vessel here with goods. I (the speaker) Matui, told Captain Smith, that we wanted payment for our land in money, and then he could have as much as he wished; we at length agreed to sell him Parekauwau, and received in payment scissors, knives, cloaks, ball moulds, umbrellas, soap, handkerchiefs, shawls, calico, shirts, axes, powder, tomahawks, spades, three casks of tobacco, adzes, powder-horns, shot, hair-combs, powder-flasks, percussion-caps, leather-belts, trousers, flannels, red caps, iron pots, pipes, petticoats, razors, ribbons, coats, shooting-jackets, blankets (five bales), 10 single percussion fowling-pieces, five cases of double-barrelled guns, each containing 10.

Was the payment divided between the people of this district?—Yes.

Do you all admit the sale of Parakauwau to Colonel Wakefield?—Yes.

Have you at any time sold any other land to him?—No, that is all; after the property was divided, finding that Colonel Wakefield did not like Parekauwau, we each gave him a piece of land up the river, according to the proportion of the goods that we received.

Describe the pieces so given?—Watanui gave Colonel Wakefield a place called Here-taugata, it joins on to Parekauwau; and then there is a place that belongs to a mau that had nothing to do with it; we left that, and went on again to Paikakanui; Rahu gave Colonel Wakefield Paikakanui; Taratoa gave Colonel Wakefield a piece of ground at Kerikeri on both sides of the river.

Taikaporua had a quarrel with Colonel Wakefield at Port Nicholson; about his land, I (Taikaporua) told him he should not take any of my land, and he asked me if I wanted any payment for it? I said, "No, that I would not sell my land."

Wakaupa said, "I satisfied Colonel Wakefield for the property I got of him by giving it back to Watanui, Rahu and Taratoa. I kept nothing myself, but I consented to his having the land before described, which belonged to me and Rahu, my younger brother.

Rauparaha is a great chief, equal to any of the chiefs before mentioned; he conquered the place and gave it to Watanui and his tribe; he had no right to sell the place, because he had given it to us.

21 March 1843.

'19

17. *ibid.*

18. *ibid.*, p. 101 (109).

19. *BPP* (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 106 (114). Enclosure 13.

From this evidence it is clear that hapu territory only could be sold and not the hundreds of thousands of acres claimed by the New Zealand Company in the deed of purchase (This evidence also supports the argument proposed in Chapter One, p. 11).

The deed of purchase of 2 February 1842 was entered into by the Company because Wakefield had received a government sanction to buy land in Hobson's letter of 6 September 1841. Finding that a transaction of some kind did occur on this date (2 February 1842), Spain considered the sale in light of the 1841 letter. This agreement explicitly stated that the government would sanction 'equitable arrangements' the Company made with Maori for the purchase of their 'habitations'.²⁰ Now, even in its extended sense, 'habitations' could only apply to pa, kainga and the enclosed grounds around them, and it is doubtful whether the Manawatu Maori who signed the deed would have agreed to alienate these. However, in the Manawatu deed, encompassing as it did such a vast area, Wakefield had clearly exceeded his mandate for making land purchases. Thus, on two counts, Taikoporua's omission from the sale and the deed's inconsistency with the September 1841 agreement, Spain found the New Zealand Company's original Manawatu purchase to be invalid.

I have argued in Chapter One that the Muaupoko, Rangitane and Ngati Apa were still, in accordance with customary principles of land tenure, the legitimate owners of that land upon which they maintained their occupancy. Most of this land was included within the Company's vast claim so these three tribes should have participated in the negotiations with the Company and shared in the proceeds from the quasi-sale of the land. It has been suggested that the Rangitane were not consulted because they had ceded their ownership rights to the Ngati Raukawa.²¹ Presumably this argument could also be reasonably applied to the Muaupoko and Ngati Apa. This is fine

20. *ibid.*, p. 105 (113). Enclosure 11.

21. Discussion with Mr I. Matheson, P.N.C.C. Archivist, September 1986. Wakefield's ignorance of the complexity of Maori Land tenure could also be a reason for the non-involvement of the three local tribes.

when applied to the lower Manawatu as it is acknowledged that some Ngati Raukawa hapu had legitimately acquired ownership rights to land which they occupied (as described in Chapter One, p. 16). However, when applied to the rest of the land defined by the deed, which is the bulk of the purchase, this interpretation does not stand up to scrutiny because the Muaupoko, Rangitane and Ngati Apa were never dispossessed. Even though the Company's immediate plans for country sections did not centre on the bulk of this area, the three local tribes were still entitled to participate in the sale, or indeed refuse to do so. The evidence suggests that they were never consulted. For example, when surveying up the Manawatu River beyond Rewarewa (into Rangitane territory?) the Company's surveyors were obstructed by 'slaves' (Rangitane?) who claimed the land had not been sold.²² Which indeed it had not if one accepts the pattern of landownership extant at the time. However, although there is a possibility that these people were from a disgruntled Ngati Raukawa hapu, the fact that the surveyors referred to them as 'slaves' makes it more likely they were Rangitane, but the evidence is not conclusive. Nonetheless, the lack of participation by the Muaupoko, Rangitane and Ngati Apa should also, in my opinion, have negated the validity of the New Zealand Company's original claim.

Despite the original purchase having been ruled invalid, one further avenue of land acquisition was open to the Company. That was the payment of financial compensation to Maori landowners as retribution for its initial negligence. This was an arrangement which had been sanctioned by Governor Fitzroy in January 1844.²³ This arrangement radically altered the focus and impartiality of the Commission's work because '...attention was [now being] directed to where compensation was due, not to

22. BPP (I.U.P. Series) Vol 2, Colonies of New Zealand. Report of the Select Committee on New Zealand. Mr Charles Henry Kettle examined, p. 175.

Letterbook of the Surveyor General of the New Zealand Company, 22 August, 1842. WTu.

23. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 102 (110).

which land was Maori and which was Company land.²⁴ The balance of Crown power was already shifting toward European interests.

In April 1844 Spain, Wakefield and George Clarke jnr., Protector of Aborigines, travelled up the West Coast with their retinue to make compensation payments for the New Zealand Company's claims.²⁵ The Manawatu was included on their itinerary but by this time Ngati Raukawa landowners were unwilling to accept further payments or alienate any land. Te Rauparaha was using all his influence to prevent any confirmation of land sales and, with one exception, his intervention was effective. Taikoporua remained as determined as ever, telling Spain that he '...will not consent; their surveying the lands was the same as taking them away and I have already told you I will not consent.'²⁶ These sentiments were representative of Ngati Raukawa landowners generally, as no one would accept compensation or alienate more land.

Maori reluctance to accept compensation may have been influenced by other factors in addition to Te Rauparaha's protestations. The Land Claim Commission itself was interpreted by Maori as representing the British Government's doubts about the legitimacy of New Zealand Company purchases²⁷, which in some respects is pretty close to the mark. The influence of Church Missionary Society missionaries, especially Henry Williams and George Clarke, also seems to have affected Maori opinions. Humanitarians as they were, these men opposed the New Zealand Company's colonisation plans and they counselled the Maori against co-operating with the Company. Clarke advised the Maori to retain possession of their lands, advice which Wakefield viewed as 'mischievous exhortations.'²⁸ Williams also cautioned against land alienation to the Company, portraying the latter in unfavourable terms.²⁹ In fairness

24. Tonk, p. 179.

25. NZJ, Vol 4, 17 April, 1844, p. 216.

26. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 103 (111).

27. ibid., Vol 2, Report of the Select Committee on New Zealand. Charles Henry Kettle examined, p. 179.

28. NZC 12th Report, Appendix E. No 8., 5 November, 1841.

29. ibid., Appendix E. No 17, 17 January, 1842.

though, not all missionaries were condemned by the Company's representatives. In one dispatch Wakefield overflows with praise for Octavious Hadfield because he had '... refrained from ... and declined any interference in the secular matters of the natives...,'³⁰ at this stage anyway. Later Hadfield was to become a secular advocate for Maori rights as well as a spiritual one.

The exception to the prevailing attitude of intransigence displayed by the majority of Ngati Raukawa Maori was Te Whatanui. At his Raumatangi pa by Lake Horowhenua, Te Whatanui told Spain he had sold all his Manawatu land to the Company and was happy with the payment, a statement which was in contrast to what he had told Spain at Otaki when Te Rauparaha was present and clearly indicates, as Spain noted, '... the very great variation ... that wily chief [Te Rauparaha]...,'³¹ could induce in Maori testimony. Te Whatanui also wanted Spain to sanction the sale of a one hundred acre block of land to John Yule, who was a settler under the New Zealand Company's colonisation scheme. This request was agreed to and the purchase price was determined as ten pounds, which was paid by Colonel Wakefield on behalf of the Company to the satisfaction of all parties. The block of land was named 'Te Taniwa' and was situated by Lake Horowhenua on the south bank of the Hokio Stream (see Map Eight).³² As this block was within the territory Te Whatanui had been given by the Muaupoko, this sale was also legitimate in relation to the pattern of Maori landownership which existed at the time.

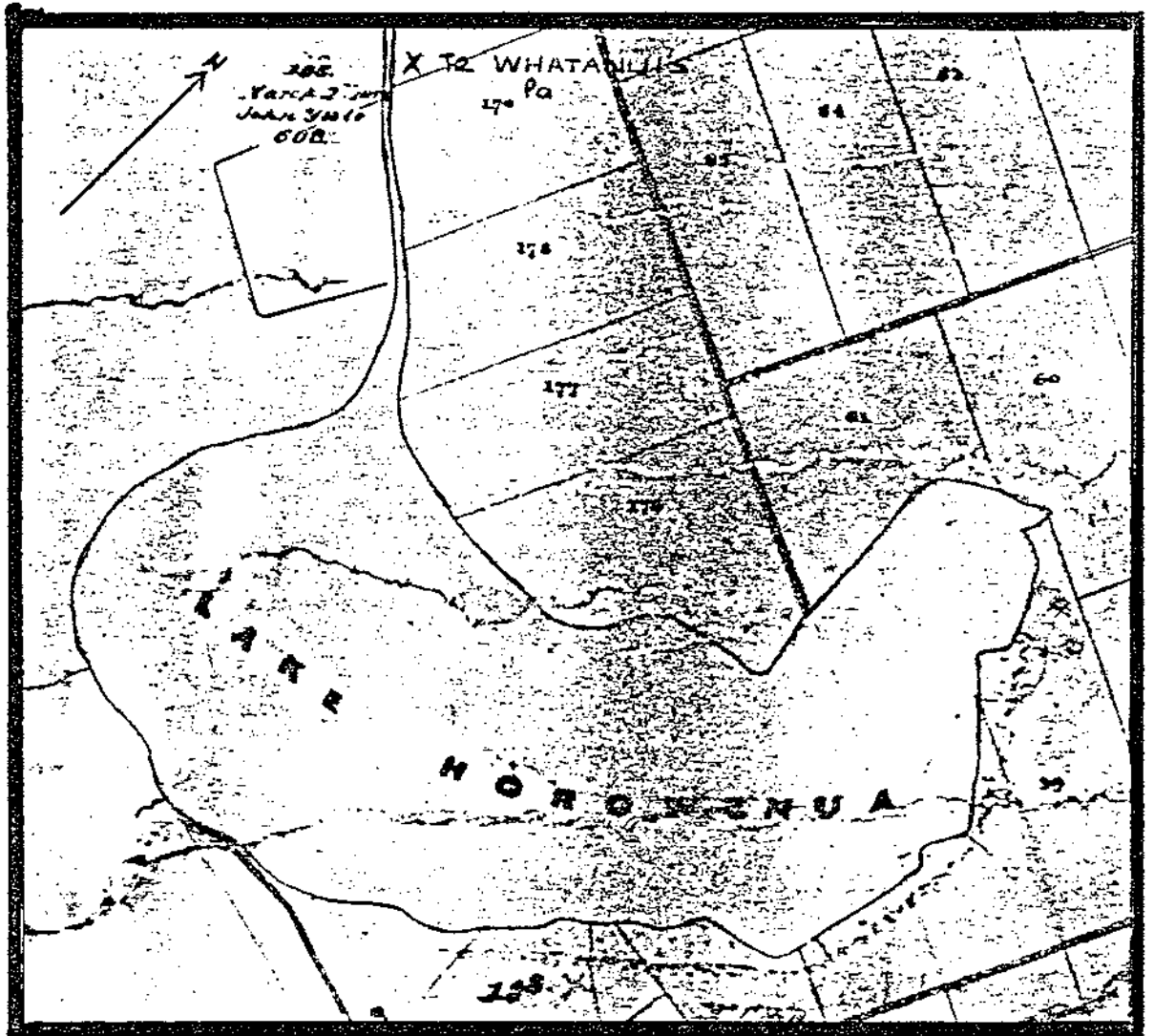
This land was the only tract in the Manawatu and Horowhenua for which Spain awarded the New Zealand Company a valid title. The vast acreage of land covered by the deed upon which the Company based its original claim, and upon which it had proceeded to survey and layout country sections to fulfil its landorder obligations, was ruled to be invalidly purchased and no land was awarded by Spain.

30. *ibid.*, Appendix F. No 9, p. 137.F, 8 Febraury, 1842.

31. *BPP* (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, p. 103 (111).

32. *ibid.*, pp. 102 (110), 103 (111). Enclosure 15, p. 108 (116), 109 (117)., for a copy of the deed of conveyance, 25 April, 1844.

Map Eight - Location Map of John Yule's Section in the Horowhenua District.



Source - 'Plan of the Country Sections in the District of Manawatu and Horowhenua, by Sammuell Charles Brees, Principal Surveyor, New Zealand Company, 2 July 1843. Scale, 3 Inches to a Mile.'

Location of Te Whatanui's pa from;

'Selection Map of Sections in the Manawatu and Horowhenua Districts, by Sammuell Charles Brees, Principal Surveyor, New Zealand Company. 7 April, 1842. Scale, 3 Inches to a Mile.'

Both Maps on Roll Plan 548, Wellington District Office,
Lands and Survey Department, Wellington.

CONCLUSION

Having completed his investigation of the New Zealand Company's Manawatu purchase, Commissioner Spain 'felt bound' to make some observations about the Company's claim and the districts future. Pointing out, as others had before him, the extensive and valuable nature of the land, he felt its agricultural potential made it capable of supporting a large European population. In his opinion the Maori population underutilised the land and would never develop its full potential without European assistance.¹ This view was the characteristic 'waste lands' perspective which has marred New Zealand's race relations right up until the Maori Affairs Amendment Bill (1967)², and beyond.

As a consequence of the February 1842 deed, which had been signed by thirty-six Ngati Raukawa chiefs, Spain recommended that the Company should have the right of pre-emption to buy the land defined by the deed. This would be done at a later date when Maori attitudes toward Europeans were more favourable.³ However, given Taikoporua's obduracy, which was shared by most of the Ngati Raukawa landowners, such an occurrence seems unlikely to have eventuated. Moreover, after the Wairau Affray in June 1843, Manawatu Maori became more aggressive in their behaviour toward those few Europeans who were resident in the region.⁴ This was not an isolated phenomenon, for by 1844 Maori anxieties over European settlement and the Treaty of Waitangi were increasing throughout New Zealand.⁵ The Northern War which broke out in March 1845 and Te Rangihaeata's rebellion of March - August 1846 in the Wellington region, were the first isolated but violent manifestations of Maori attempts to withstand the imposition of British sovereignty.⁶

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1. BPP (I.U.P. Series) Vol 5, Spains Report, No 6, Manawatu, Part 3, pp. 104 (112).
 2. I.H. Kawharu, Maori Land Tenure. Studies of a Changing Institution (Oxford, 1977), pp. 272 - 293. Appendix 7, pp. 335 - 341.
 3. Spain's Report, op. cit., p. 104 (112).
 4. BPP (I.U.P. Series) Vol 2, Report from the Select Committee on New Zealand, 1844, pp. 716 - 717.
 5. Claudia Orange, The Treaty of Waitangi (Wellington, 1987), Chapters 5 and 6. Alan Ward, A Show of Justice. Racial 'Amalgamation' in Nineteenth Century New Zealand (Auckland, 1973), Chapters Three to Six.
 6. James Belich, The New Zealand Wars and the Victorian Interpretation of Racial Conflict (Auckland, 1986), pp. 15 - 74.

In any case, the Company surrendered its charters and ceased to operate as a colonising body in 1850, finally being dissolved in 1858.⁷ So despite Spain's favourable recommendations, future land purchases were to be made by the Crown.⁸ Te Paiaka did become a centre for European settlement in the region after the Company's interest had abated, Kebbell's mill playing a prominent role in establishing the location as a focal point for Maori and European interaction. However, on 29 January 1855, the Manawatu region was rocked by a severe earthquake which 'practically destroyed' the fledgling settlement at Te Paiaka and the European population moved to Te Awahou, which grew into the township of Foxton in later years.⁹

Had the plans for the proposed towns been realised, it is possible Palmerston North would not have become the prosperous regional centre it is today. The Company envisaged numerous, small market towns servicing an agricultural hinterland, from which the regions abundant products were to be exported to the principal market at Wellington, where the Company's model city was to have been. Thus went the Company's unrealised vision.

The three proposed towns for the lower Manawatu were influenced by the Company's own settlement scheme, as is evident from the advertisements. The towns would possibly have been more socially stratified than later settlements in the Manawatu, reflecting the Wakefieldian principle of transposing the best of English society to the new land of plenty. This included, of dubious value, the English class system. The fact that the towns were to have been located in the lower Manawatu would have given them better weather than that experienced by Palmerston North. It is common knowledge amongst Palmerstonians that the all too frequent cloud base, trapped by the orographic barrier presented by the Tararua and Ruahine Ranges, stops at or about Rangiotu and thus it is nearly always sunnier in the southern Manawatu and Horowhenua. However, the location of the proposed towns would have done nothing to mitigate the

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7. Warwick Tyler, 'The New Zealand Company,' *NZH*, 1:12 (1972), p. 336.
 8. G.C. Petersen, Palmerston North. A Centennial History (Palmerston North, 1973), Chapter Three.
 9. *ibid.*, pp. 44 - 45.

prevailing south-westerly wind, despite propoganda to the contrary.

Realising that the looting of the payment goods had had an unfortunate effect upon Maori testimony at his hearings, Spain was inclined to think that rapid European settlement would have dissipated some of the Maori discontent apparent at the time compensation payments were attempted.¹⁰ The rationale being that access to European goods would have stimulated Maori self-interest and appeased those who had been left bereft of payment at the 1842 distribution. In light of troubles at the Company's other settlements, it is more likely such an instant influx of settlers would have increased racial tension. It would have brought a large number of colonists into close contact with a Maori population relatively unprepared for all the overt challenges and subtle threats (some not so subtle) which colonisation involved, though doubtless Manawatu Maori would have responded to meet the new situation with characteristic Maori resourcefulness. Nonetheless, the possibilities for misunderstanding would have increased and the racial conflict which plagued New Zealand Company settlements at Wellington, New Plymouth, Wanganui and Nelson,¹¹ much of it arising from conflict over land, may have also beset the Manawatu and Horowhenua districts. However, because European settlement was delayed until the late 1860s, race relations in the region have been unremarkable in terms of open conflict. The King movement and other nineteenth century Maori organisations had little foothold in the Manawatu, nor did the major conflicts of the later New Zealand Wars excite great racial animosity in the area.

10. Spain's Report, op. cit., p. 104 (112).

11. Tyler, pp. 335 - 336.

John Miller, Early Victorian New Zealand. A Study of Racial Tension and Social Attitudes, 1839 - 1852 (Wellington, 1958), pp. 71 - 84.

Michael Turnbull, The New Zealand Bubble; the Wakefield Theory in Practice (Wellington, 1959), pp. 54 - 56.

In the course of his investigations during 1842 - 1845, Commissioner Spain would later observe the conflicting interpretations of land transactions between Maori and European. He cited as difficulties the inadequacy of the Company's interpreters because their limited knowledge of English made full translation and hence comprehension of the Company's intent difficult. Spain also noted the misunderstanding which arose when Maori outlined the land they owned to the Company's agents, but the latter ^{thought} they were describing the land they intended to sell,¹² which was seldom the case. As we have seen, conflict over land purchase boundaries was a feature of the Manawatu sale.

The Ngati Raukawa landsellers, in their efforts to gain access to European material wealth, were willing to offer small tracts of land as a lure to attract European settlers. Colonisation was to be on their own terms; controlled, orderly and limited. However, the Company had different designs and needed a vast tract of land to satisfy its colonising obligations. Obviously, Ngati Raukawa and New Zealand Company visions of the future were at odds and the later turn around in Maori attitudes, having had the opportunity to better appreciate the nature of the Company's plans, is more easily understood.

Not so easily explained is the conflict over the boundaries of the land sold. One explanation is the deficiency of the Company's interpreters when the deed was signed. Richard Davis's limited knowledge English, as noted by Spain, has already been mentioned. Whilst Amos Burr's claim to have 'fully explained' the deed's contents is less convincing if one accepts that the Ngati Raukawa had little experience of European land transfer procedures. While it may well be that '...it is uncertain whether the Maori understood that a written deed of sale meant they were giving up their right to land forever,'¹³ it seems more certain that at the time of signing the deed the majority of the landsellers regarded the sale as

12. BPP (I.U.P. Series) Vol 5, Spain's Report, No 5, Porirua, pp. 93 - 98 (101 - 106).

13. George Asher and David Naualls, Maori Land (Wellington, 1987), p. 16.

merely putting the land to a different use, 'installing Pakeha'¹⁴ through whom access to European goods could be gained.

The Maori testimony cited above (Chapter Two, p. 46.) which outlines specific tracts of hapu territory, and the exclusion of the Muaupoko, Rangitane and Ngati Apa from the sale, conforms to a pattern of early land alienation described by Alan Ward. The deed signing of 2 February 1842 did take place,

'...under the scrutiny of the assembled hapu... [which meant] it was likely to be much more exact and deliberate than those [sales] made aboard a ship, and to include land disputed with neighbouring hapu or land recently conquered and tenuously held, rather than choicer land about the principal settlement.'¹⁵

This is a good explanation of the Manawatu sale and the exclusion of the Muaupoko, Rangitane and Ngati Apa. However, because the Company's deed was so extensive, the exclusion of these three tribes made the sale invalid in light of the principles of Maori land tenure.

One positive aspect for those Manawatu Maori involved with the New Zealand Company's purchase and Commissioner Spain's investigation was a better understanding of European land transfer procedures. It can fairly be said that Manawatu Maori had gained a '...clear idea as to the nature of Pakeha land values and the significance of the deed in land transactions...'¹⁶ after their experiences with the New Zealand Company.

14. Ann Parsonson, 'The Pursuit of Mana,' in W.H. Oliver with B.R. Williams (eds), The Oxford History of New Zealand (Wellington, 1981), p. 148.

15. Ward, p. 29.

16. Rosemarie V. Tonk, The First New Zealand Land Commission, 1840 - 1845, M.A. Thesis (University of Canterbury, 1986), p. 323.

If History can be simply divided into winners and losers, then in this case the Manawatu Maori were winners of sorts. They retained their land following Spain's investigation (and kept the goods!), but the New Zealand Company, having been granted a valid title to only one hundred acres at Horowhenua, lost out in its bid to open up the Manawatu for settlement. Personally, I feel it was just as well.

Appendix - Statement of Goods used as Payment for the New Zealand Company's
2 February, 1842 purchase.

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ON TITLES TO LAND IN NEW ZEALAND.

107

Enclosure 14, in No. 6.

STATEMENT of Goods paid to the Natives of Manawatu, in accordance with the Agree-
ment entered into with them by Captain *Smith*, on behalf of the New Zealand Company,
2 February 1842.

	<i>s.</i>	<i>d.</i>	<i>£.</i>	<i>s.</i>	<i>d.</i>	<i>£.</i>	<i>s.</i>	<i>d.</i>
20 Double-barrelled guns - - - - -	90	-	90	-	-			
10 Ditto - - - - -	60	-	30	-	-			
Repairing ditto 4 <i>l.</i> 10 <i>s.</i> ; case 12 <i>s.</i> - - - - -	-	-	5	2	-			
6 Ditto - - - - -	126	-	37	16	-			
6 Dozen gun flints - - - - -	-	-	-	9	-			
6 Double-barrelled guns - - - - -	72	-	21	12	-			
5 Ditto - - - - -	82	-	15	10	-			
3 Ditto - - - - -	52	6	7	17	6			
			208	6	6			
Commission on purchase, 118 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> , at 2½ - - - - -	-	-	2	19	2			
						211	6	8
1 Double percussion gun - - - - -	-	-	4	10	-			
4 Single guns - - - - -	24	-	4	16	-			
3 Ditto - - - - -	32	-	4	16	-			
4 Ditto - - - - -	30	-	6	-	-			
						20	2	-
20½ Dozen razors - - - - -	5	-	5	2	6			
8 Ditto knives - - - - -	5	-	2	-	-			
12 Ditto French pipes - - - - -	2	9	1	13	-			
9 Metal powder flasks - - - - -	1	-	-	9	-			
3 Copper ditto - - - - -	2	6	-	7	6			
6 Pieces red tape - - - - -	1	-	-	6	-			
24 Leather belts - - - - -	2	6	3	-	-			
22 Boxes caps - - - - -	7	-	3	17	-			
20 Plaid cloaks - - - - -	22	-	22	-	-			
4 Guns - - - - -	32	-	6	8	-			
6 Dozen check shirts - - - - -	35	-	10	10	-			
9 Ditto red caps - - - - -	7	5	3	6	9			
3 Ditto blue striped shirts - - - - -	33	6	5	-	6			
3 Ditto Guernsey ditto - - - - -	26	6	3	19	6			
4 Rugs - - - - -	2	10	-	11	4			
6 Pieces calico, 394 yards - - - - -	-	5½	9	-	10			
12 Suits fustian - - - - -	-	-	6	-	-			
34 Grey cotton ducks - - - - -	-	-	2	17	4			
2 Pairs gray sheets - - - - -	2	7	-	5	2			
1 Case pipes - - - - -	-	-	3	8	6			
			90	2	11			
Freight, charges, &c. 30 per cent. - - - - -	-	-	27	-	10			
						117	3	9
3 Bales blankets - - - - -	60	12	-	-	-			
	53	7	-	-	-			
	52	13	6	-	-			
			166	12	6			
Freight, charges, &c. 30 per cent. - - - - -	-	-	49	19	9			
						216	12	3
5 Suits fustian - - - - -	11	-	2	15	-			
6 Fustian jackets - - - - -	5	-	1	10	-			
7 Blue jackets, 7 <i>s.</i> 4 <i>d.</i> , and trousers, 3 <i>s.</i> 9 <i>d.</i> - - - - -	-	-	3	17	7			
16 Pea jackets - - - - -	8	8	6	18	8			
26 Pairs pocket handkerchiefs - - - - -	-	-	11	7	10			
6 Flushing coats - - - - -	14	9	4	8	6			
4 Pair flushing trousers - - - - -	4	4	-	14	8			
			31	12	3			
Carried forward - - - - -			£.			566	3	8

108 REPORTS BY COMMISSIONER OF LAND CLAIMS

	s.	d.	£.	s.	d.	£.	s.	d.
Brought forward	-	-	31	12	3	565	3	8
40 Striped petticoats	-	-	3	8	-	-	-	-
34 Blue ditto	-	-	7	7	4	-	-	-
2 Dozen striped chemise	-	-	2	9	-	-	-	-
2½ Ditto shirts	-	-	2	10	-	-	-	-
2½ Ditto red caps	-	-	5	6	-	13	9	-
15 Thrasher hats	-	-	-	11	3	-	-	-
15 Dozen fancy shawls	-	-	20	-	-	15	-	-
12 Pairs pocket handkerchiefs	-	-	-	6	2	6	2	6
26 Bright tomahawks	-	-	4	-	-	5	4	-
10 Large pistols	-	-	16	-	-	8	-	-
3 Dozen umbrellas, 21s. 6d., 29s. 6d., 32s.	-	-	-	-	-	4	8	-
7 Ditto red shirts	-	-	26	-	-	9	2	-
18 Powder horns	-	-	1	2	-	1	1	-
30 Shot ditto	-	-	3	9	-	5	12	6
36 Dozen knives	-	-	4	9	-	8	11	-
18 Ditto razors	-	-	5	-	-	4	10	-
1 Ditto scissors	-	-	2	6	-	2	8	6
4 Bullet moulds	-	-	1	-	-	2	8	-
6 Bill hooks	-	-	-	-	-	10	6	-
24 Bricklayers' hammers	-	-	-	-	-	1	4	-
50 Handled tomahawks	-	-	1	-	-	2	10	-
12 Pickaxes	-	-	2	-	-	1	4	-
12 Mattocks	-	-	2	6	-	1	10	-
6 Iron ladles	-	-	1	6	-	-	9	-
12 Adzes	-	-	20	-	-	1	-	-
8 Grubbing hoes	-	-	15	-	-	10	8	-
10 Broad axes	-	-	4	6	-	2	5	-
12 Felling axes	-	-	2	2	-	1	6	-
18 Plantation hoes	-	-	14	-	-	1	1	-
3 Dozen spades	-	-	25	6	-	3	16	6
1 Ditto shovels	-	-	-	-	-	1	3	-
3 Tierces tobacco	-	-	-	-	-	73	10	6
60 Iron pots	-	-	-	-	-	4	-	6
1 Case pipes	-	-	-	-	-	1	6	-
1 Bale white blankets	-	-	-	-	-	24	17	-
1 Ditto red ditto	-	-	-	-	-	60	12	-
3 Cases soap	-	-	-	-	-	8	3	6
30 Barrels powder	-	-	16	6	-	24	15	-
4 Bags shot	-	-	-	-	-	1	7	-
3 Cases soap	-	-	-	-	-	-	6	3
Freight, charges, &c. 30 per cent.	-	-	-	-	-	339	19	2
	-	-	-	-	-	101	19	9
	-	-	-	-	-	441	18	11
	-	-	£.	-	-	1,007	2	7

It is to be observed that the prices of the above articles are the invoice cost price in London, except the guns, which were purchased here, and are charged at the prices paid for them on the spot.

Wellington, 24 April 1843.

(signed) *Jas. Kelham*,
Accountant of the New Zealand Company.

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James Watt and Francis Alexander Molesworth on the
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Abraham Hort, Henry Taylor and William Guyton on the
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Made on 24 October, 1843.

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