Central North Island Inquiry

Taupo–Kaingaroa Nineteenth Century Overview

Volume One

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Preface

My name is Bruce Stirling. I hold a Bachelor of Arts degree in history from Victoria University. I have worked as an historian based in Wellington, specialising in issues connected with Maori land and Treaty of Waitangi claims since 1989. From 1989 to mid-1993, I worked for the Crown Law Office, initially as a contract researcher attached to the Treaty Issues Team, and later as a consultant historian. In this latter capacity I prepared evidence for the Waitangi Tribunal inquiries into the Wellington Tenths claim (WAI 145) and the Muriwhenua claim (WAI 45).

From July 1993 to September 2000, I was employed by the Crown Forestry Rental Trust, initially as an historian and later as Research Manager. Since April 1996 I have also worked as an independent historian, presenting three reports to the Waitangi Tribunal in the Kaipara Claims with respect to the claims of Te Uri O Hau o Te Wahapu o Kaipara (WAI 274) and three reports with respect to the claims of Ngati Whatua o Kaipara ki te Tonga (WI 312). I have also completed reports for Rongowhakaata (WAI 684), for Ngati Whatua o Orakei, and an overview report on Wairarapa claims.
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1 & 2. Introduction

As is apparent from a glance at the table of contents, this report is not quite all it was initially proposed to be. Chapters 1 and 2 were originally envisaged to cover the period from 1840 to the end of the New Zealand Wars, at least insofar as they related to Taupo and Kaingaroa. During the course of preparing this report, the move away from a focus on these periods has been flagged in progress reports and at research hui. Due to a variety of factors it was instead decided to set them aside in order to concentrate on completing the remaining four chapters to the best level that could be achieved given the available time and resources. Amongst the factors affecting this decision were:

- the scale of the task required to complete even the four chapters contained in this report;
- the additional workload created by the extremely late arrival of incomplete data from the Land History Alienation Database, and;
- the extent to which the issues to be addressed in Chapters 1 and 2, as originally envisaged, have been examined by Angela Ballara (and to a lesser extent by Robyn Anderson with respect to Te Kooti in Taupo) to a level at least as detailed as could have been achieved in this report.

The extent to which the work of Drs Ballara and Anderson would have been repeated in any version of Chapters 1 and 2 that could have been included in this report rendered them essentially redundant. In addition, the report as it stands is, I believe, already a sufficiently daunting read.
With respect to what is in Chapters 3 to 6, this has been divided into two volumes. Volume One commences with Chapter 3, which examines the early settlement of Taupo and Kaingaroa lands from 1867 up to about 1882, at which point a distinctive set of issues arise relating to the Rohe Potae and the Tauponuiatia block. The latter issues are examined in Chapter 5. The government’s role in the pacification and settlement of Taupo and Kaingaroa over this period is also considered here, as is the wider political relationship between the government and the tangata whenua, and their political responses to the government’s land policies.

Chapter 4 is essentially a companion to Chapter 3, providing the detail relating to government and private land purchase practices and land transactions across the Taupo and Kaingaroa districts in the period leading up to the establishment of the Tauponuiatia block in 1886. It also includes more detailed studies of four blocks that illustrate many of the themes brought out in Chapters 3 and 4, as well as other issues directly relevant to current claim issues: Tatua, the Tauhara blocks, Paeroa blocks, and Kaingaroa No. 2.

Volume Two of the report commences with Chapter 5 is a detailed examination of the Tauponuiatia block title investigation, and the political context from which it emerged. The aftermath of protest arising from the hearing, particularly the vexed issue of the western boundary, is also examined in some detail.

The final chapter of this report covers a similar range of issues to those examined in Chapters 3 and 4, but for the period after the Tauponuiatia sitting, from 1886 to 1900. The approach is broadly similar to that of the earlier chapters, but the issues had certainly changed somewhat from the 1870s and early 1880s. The most immediate issue in the wake of the Tauponuiatia hearing was the massive programme of government purchasing that was to follow it, even if this programme was hindered a little by the title uncertainties affecting Tauponuiatia West blocks. The huge survey costs arising out of the Tauponuiatia title investigation are also examined. The links between these survey costs and many of the land purchases is explicit and is detailed in this final. Two block studies are also included in Chapter 6, although as noted earlier there are aspects of the
block studies in Chapter 4 that spill over into this period, so they are also relevant here. The blocks noted in this chapter are Okahukura and the Tokaanu township; the latter being not so much a typical block but an important but discrete issue in southern Taupo.

The dramatic impact on local Maori of the Tauponuiatia hearings and the wave of purchasing that not so much followed it, but occurred simultaneously with it, is also considered in Chapter 6. Living conditions and the government’s very limited and tardy assistance with respect to health and education are considered here. Finally, Ngati Tuwharetoa’s political response to their plight through the 1890s is discussed, particularly their challenge to the Native Land Acts and their active participation in the Kotahitanga movement.
4.7 Tauhara Blocks

*I want to save this land ...I have never sold any portion of my interest in this 78,000 acres and John Grace the interpreter to the court at Taupo is endeavouring to induce me to sell my interest and if I do not sell he will slaughter me and get my interest reduced to very little. ...I have come down here to Rotorua because I am afraid of Grace. He will tempt me with money to sell my children’s rights.*

*Ihakara Kahuao, 1886*

The Tauhara blocks – comprising Tauhara North, Middle, and South – are an area of over 150,000 acres, the history of which takes in a wide range of issues associated with the land and people of northern Taupo. Tauhara was, for instance, amongst the first blocks occupied by early runholders, and then put through the Native Land Court. It took in the strategic cross roads at the head of the lake, and was also the site of the deadly attack that brought the New Zealand Wars into the heart of the Taupo district. The site of the attack, Opepe, was a fortified government redoubt, and another small corner of the block, Tapuaeharuru, was the site of another such redoubt. The latter Armed Constabulary outpost soon grew into a government centre and the site of the Tapuaeharuru township (later Bowen Town and later still Taupo). The township area and adjacent Tauhara lands included many valuable and accessible thermal areas, much sought after by early settlers and later by the government.

Tauhara also illustrates the impact of Native Land Court processes, with heavy survey costs leading directly to large and cheap alienations of land, while the titles awarded through the court distorted hapu interests and relations, leading to often bitter disputes over land management and alienation. The fate of Tauhara lands reveals the nature and impact of the questionable Crown practices associated with the first wave of leasing and purchasing in the 1870s, as well as the second wave of alienations that followed in the wake of Native Land Court activity in 1886. The use of survey debt to force sales, withholding of rental income due under government leases, the barring of private
competition, manipulation of the Native Land Court, and extremely low prices were features of the government’s purchase programme.

In addition, Tauhara land was involved in a series of private transactions – leases and sales – that are revealing of the tactics of the private land purchase agents, many of whom (such as Mitchell, Brisenden, and Grace) also worked for the Crown. The numerous large alienations of Tauhara land also involved the removal of restrictions on alienation from titles, a formulaic process that did little to retard land loss or protect the many hapu members excluded from the legal ownership of their lands.

Although significant areas of Tauhara land still remained in Maori ownership at the end of the nineteenth century, this remnant was only one-third of the land held by the Tauhara hapu up to the 1860s and included almost none of the increasingly valuable land near the township. This reduced their access to the economic opportunities created by the expanding township. Finally, there were reserve issues associated with Tauhara lands that went unaddressed in the nineteenth century, notably in connection with the Parakiri reserve in Tapuaeharuru township and the Wharewaka reserve in Tauhara Middle block. These lands remained the subject of sustained (and as yet unsuccessful) protest through the twentieth century and to the present day. The history of Tauhara lands is one that remains very much alive today.

4.7.1 Early Tauhara Dealings

Although Tauhara land did not come before the Native Land Court until March 1869, the government made some early attempts to acquire land at Tapuaeharuru in 1866, and early settlers entered into negotiations to lease a large area of land around northern Taupo from 1867 (see below). Prior to this, early visitors frequently remarked on the prominent Tauhara maunga, but most simply referred to it as a landmark as they travelled on through the district. A few scaled the maunga, but visitors such as Herbert Meade did little to endear themselves to local hapu when they celebrated their January 1865
achievement by burning off the fern and bush that obscured their view from the summit. Meade’s fire burned for three days.\footnote{Meade, Herbert, \textit{A Ride Through the Disturbed Districts of New Zealand}. London, 1870, p.104.}

Officials had reported on the good quality land around the maunga. George Cooper, who accompanied Governor Grey on an “expedition” from Auckland to Taranaki, via Taupo, in the summer of 1850–1851, reported that the land around the base of Tauhara was, “the only piece of really rich land for some distance.” This explained why it was, “covered nearly to the top with patches of cultivation, cleared from amidst the timber with which the mountain is clothed.”\footnote{Cooper, George Sissons, \textit{Journal of an Expedition Overland From Auckland to Taranaki…}. Wilson & Wilson, Auckland, 1851 (Kiwi Publishers, Christchurch, 1999), p.254.} Cooper was less impressed the next time he called at Tauhara, reporting to his superior, Chief Native Land Purchase Commissioner McLean, in February 1857 that “Paetiki,” the kainga at the foot of Tauhara was, “a most wretched uninteresting place, without water, or firewood.”\footnote{Cooper, Napier, to McLean, 15 February 1857. AJHR, 1862, C-1, pp.326-329.} Given that he visited at the height of summer, it is more likely that the place was simply not being used at that time by its normal occupants.

Subsequent government dealings for Tauhara land, particularly around Tapuaeharuru, occurred in 1866, but as noted in Chapter 3, these were deemed to be injudicious at the time and were quickly set aside until the mood at Taupo was better suited to land dealing. Nonetheless, Grey’s visit to Taupo at Christmas time 1866, and the reports that Taupo Maori were seeking runholders for the large areas of unforested land they possessed, led to a brief speculative frenzy of runholding that reached all the way up to Governor Grey (as noted in Chapter 3).\footnote{See also AJHR, 1877, H-31.} The early runholders left scant records but it is known that these first settlers included Alfred Cox, and that he briefly occupied a large area of Tauhara land in 1868 and early 1869. Like the other early runholders, he abandoned his farm in March 1869 due to the conflict involving Te Kooti and his followers in the Kaingaroa and Taupo area. This was at the very time that the Tauhara block was before
the Native Land Court, being surveyed and its title investigated principally to enable leases like that of Cox to be legalised.

The main source of information about Cox’s lease of Tauhara is provided by his neighbour, Captain St George, who was leasing an adjacent run on land that was subsequently dubbed Kaingaroa No. 2 block. St George notes that Cox was at Hatepe in November 1867, along with various officials acting on behalf of a Hawke’s Bay land ring to secure southern Taupo leases. The land purchase commissioner Locke was present from Napier, as was Henry Mitchell and his surveying staff. Cox was said to have come to the area to lease a Tauhara run from Paora Matenga and Paora Hapi.

The large area Cox intended to lease ran from Hatepe, up the Hinemaiaia River to its source, then across to the upper Rangitaiki River, down the river to St George’s boundary (roughly what was later the Kaingaroa No. 2 boundary), and along that boundary to the Waikato River, and down the river to Taupo Moana. This takes in the land later awarded title as Tauhara North, Tauhara Middle, and Tauhara South. Cox told St George that if he took the lease, Mitchell was so survey it at once (with a view to a Native Land Court title investigation) and then Cox was to return to Hawke’s Bay and buy 10,000 ewes to stock the land over the summer of 1867–1868.1023

The competition for Taupo leases is evident from William Grace’s affronted letter to Cox in December 1867. Grace said that, acting on behalf of his brother, he had already entered into negotiations with Tauhara Maori for a lease of some of their land. He had already commenced buying stock for the run, and assured Cox that, “the natives acted under a misconception, and I find that there are great differences of opinion amongst them on the matter.” Grace asked him to, “so arrange as to leave out the piece I had agreed for.”1024 It is not clear which piece Grace was seeking, as his own run was well to the north, around

1024 Grace, Auckland, to Cox, 12 December 1867. AJHR, H-31, p.2.
the Paeroa ranges. The area he was seeking for his brother may have been adjacent to Tauhara and St George’s run, in the vicinity of the Runanga or Wharetoto blocks.

Cox established his run, locating a homestead, or “out station” as it was dubbed, beside the Napier–Taupo track just south of Opepe bush.\footnote{Sketch map of Bay of Plenty and Taupo, May 1869, Geographical Board Map No. 385. LINZ.} He apparently failed to get his Tauhara run into the Native Land Court sitting at Oruanui in April 1868, although St George’s run, Kaingaroa No. 2, was heard and awarded an interlocutory title. St George was unhappy at the claims made along the boundary between Kaingaroa No. 2 and Tauhara, writing that, “there are a great number of fresh claimants.” Amongst these were Ngati Tutetawha represented by Hunia Takurua who claimed at Tauhara maunga and the Motukakao bush (just north-east of Opepe). St George claimed Hunia’s claim had been withdrawn in October 1867 because it was found to be outside the Kaingaroa No. 2 boundary (but only just).\footnote{St George Diary, 6–7 April 1868. MS 1842–1845. Alexander Turnbull Library. Supporting Documents, pp.1237-1238.}

The Ngati Tutetawha may have been withdrawn in 1867, but it was back in April 1868 and resulted, or so St George complained, in 8,000–10,000 acres being cut off from his lease.\footnote{Ibid.} Hunia presented the Ngati Tutetawha claim against the Kaingaroa No. 2 boundaries at the Native Land Court from 6 April 1868. He said his people were a hapu of Poihipi Tukairangi’s tribe and lived at Opepe, but later clarified that he did not mean that he was Ngati Tahu. He claimed the boundary should run in the area from Aratiatia across to Motukiore (possibly an area of bush a little north-west of Motukakako) and on to Te Pohatu Whakairi on the upper Rangitaiki River (later said to be where the Otimatea Stream emptied into the Rangitaiki)\footnote{The junction of the Otamatea and Rangitaiki was in fact later on the boundary between Runanga No. 1 and 2, on the opposite bank of the Rangitaiki to Kaingaroa No. 2.} He described this as the ancestral boundary laid down by Kurapoto. Hamuera Takurua and Aperahama Werewere, who lived at Waitahanui, also gave evidence for Ngati Tutetawha, giving the same boundary and detailing the land they had cultivated near that boundary.\footnote{Taupo Native Land Court Minute Book No. 1, pp.22-26.}
Hare Reweti Te Kume denied this boundary, and said that Kaingaroa No. 2 was not the limit of his interests, merely the boundary of St George’s run. He claimed as far as the western side of Tauhara maunga and down to Onepu (just north-east of Opepe) and on to Rangitaiki. He said this was the ancestral boundary between Kurapoto and Tahu, both of whom were his tupuna.  

The court disagreed. Its judgement of 8 April 1868 amended the Kaingaroa No. 2 boundary to recognise most of the interests claimed by Ngati Tutetewha. They were not awarded the land as far down the Rangitaiki River as they had claimed, but the court did shift the Kaingaroa No. 2 boundary about half-way towards it. Further north along the boundary the land from Te Onepu to Tauhara maunga was also excluded from Kaingaroa No. 2 for Ngati Tutetewha, later being included in the Tauhara Middle block. St George wrote that these corrections to the boundary had to wait until 8 April as the surveyor Mitchell did not arrive from Tapuaeharuru until the evening of 7 April, bringing with him the plan of Tauhara block, which St George dubbed “Cox’s run.” Despite being surveyed, the land was not heard at this sitting.

There was great dissatisfaction amongst some over other parts of the Kaingaroa No. 2 boundary. A week later, St George heard of a “great raruraru at the court at Oruanui after I left. Poihipi behaved very badly, shook his fist in Judge Monro’s face.” This was on account of what Poihipi saw as Ngati Rauhoto’s land having been awarded to Ngati Tahu, as well as a wider dissatisfaction with the work of the court and the way in which hapu were being pitted against hapu. St George wrote down what he heard:

The Ngati Rauhoto are not satisfied with the land being awarded to the Ngati Tahu and they intend next spring to go to Rotokawa to hunt ducks.

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1032 St George Diary, 7 April 1868. MS 1842–1845. Alexander Turnbull Library. Supporting Documents, p.1238.
as Rotokawa is tapu from Paora [Matenga]’s death, this is intended as a challenge, if they carry out their threat there is sure to be a fight. Altogether, Taupo is in a very dissatisfied and disturbed state, one hapu against another, there are no two hapus that are really on friendly terms. I should not be surprised to hear any day that shots had been fired and in that case I am afraid that the whole of the hapus of Taupo will join in and there will be a general war.

It is possible that Poihipi misunderstood the court’s decision for Kaingaroa No. 2. In fact, it did not award Rotokawa to anyone; it amended the Kaingaroa No. 2 boundary to exclude Rotokawa and other parts of what was to become Tauhara block. Nonetheless, Rotokawa, which lay within what was to be Tauhara North, was awarded to Ngati Tahu at the next court sitting, in 1869 (see below).

Presumably, Poihipi Tukairangi’s reaction was no better to the 1869 decision than it was to what he perceived as the slight on Ngati Rauhoto’s mana in 1868. St George noted that Rotokawa was still a controversial topic in June 1868, where there were “stormy discussions about the land around Rotokawa,” although he did note that, “at last it was decided to leave it to the court.” The hapu involved were, after all, the most pro-government in northern Taupo and had long endorsed the use of government courts to settle their disputes. Nonetheless, St George did observe that feelings ran high:

Hohepa [Tamamutu] made a long speech abusing Reweti [Te Kume] for having claimed the land, Reweti answered and in my opinion proved the claim of the Ngati Tahu, he also said that at the last Land Court the Ngati Tutetewha acknowledged the claim of the Ngati Tahu to the land in question, this I know to be a fact as I heard.

Hunia Takurua put his understanding of the Ngati Tahu boundary in this area, but was challenged by Paora Hapi for Ngati Tutetawha and Ngati Tu. As a result, St George did not think Hunia had proved his claim.

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1033 Paora Matenga befriended St George and negotiated his lease. He died in a shooting accident at Rotokawa on Christmas day 1867.
1034 St George Diary, 16 April 1868. Op cit, pp.1243-1244.
In the end, and despite St George’s fears, the many hui and the fierce debates seemed to resolve the issues without bloodshed and without recourse to any government court. By the time Tauhara lands came before the Native Land Court in 1869, a consensus was reached about which hapu would be awarded which block, and who would be the hapu representatives on the titles.

4.7.2 The Division of Tauhara: 1869–1872

By the time Tauhara did appear at the Native Land Court in March 1869, tensions were already mounting over rumours of Te Kooti’s location east of Taupo. In January 1869, St George recorded the concern of Theophilus Heale, the Inspector of Surveys, that while he was camped at Opepe (on the Tauhara block) he had heard a horse galloping nearby in the night and believed it to be “one of Te Kooti’s karere.”\textsuperscript{1036} Heale was in the area surveying with Mitchell, but while Mitchell’s work seems to involve a plan of Tauhara block, Heale was attempting a wider topographical survey of the Taupo and Bay of Plenty districts.\textsuperscript{1037}

The 1869 sitting of the Native Land Court at Oruanui in March 1869 was overshadowed by the continuing tension related to the pursuit of Te Kooti across the central North Island (as is discussed elsewhere in this report, and also with reference to the Tatua block). Tauhara lands were first investigated by the Native Land Court very briefly on 16 March 1869, whereupon the big run Cox had leased (and was about to flee) was broken into several smaller titles. In addition to the “rumoured disturbance” in the district related to the pursuit of Te Kooti, Taupo hapu at the Oruanui court were also anxious to keep their cases brief due to “the want of food.”\textsuperscript{1038}

The Tauhara case was led by Paora Hapimana of Ngati Te Rangiita, and he submitted a sketch plan of the original single Tauhara block. Aperahama Te Werewere of Ngati Tu, resident at Opepe, joined Paora’s claim. He said other hapu of Tauhara were Ngati

\textsuperscript{1036} St George Diary, 13 January 1869. Op cit, pp.1307-1308.
\textsuperscript{1037} Sketch map of Bay of Plenty and Taupo, May 1869, Geographical Board Map No. 385. LINZ.
Tutetawha, Ngati Hinerau, Ngati Rauhoto, Ngati Te Urunga, and Ngati Hineure (or Hineuru?). There was no investigation of the claims of these hapu, as Paora Hapimana indicated that the claimants had divided up the land and sought different titles for each part.\(^{1039}\)

Aperahama Werewere gave the boundaries, hapu, and grantees for Tauhara South of approximately 27,000 acres:

- Ngati Te Rangiita
- Ngati Purua
- Ngati Whanaurangi
- Ngati Hingaawatea
- Ngati Rua
- Ngati Te Ranginui
- Ngati Tuataka

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Given Paora Hapimana’s predominant role in proceedings it might be thought surprising that he is not on the title. In essence, he was; placing his son Arapeta Te Onemihi on the title in his stead. Arapeta was subsequently captured by Te Kooti at the hapu’s main pa, Te Hatepe, and a short time later was killed. Te Kooti believed that Paora Hapi had defied him, and had sought to prevent him coming to Tauranga–Taupo.\(^ {1041}\)

Hare Reweti Te Kume claimed Tauhara North, estimated to comprise 5,000 acres, for Ngati Tahu. Hohepa Tamamutu claimed Otumuheke block on the Waikato River by tuku whenua from Ngati Tutetewha and Ngati Te Urunga, a gift arising out of assistance given by Te Rangikatukua (this block of 150 acres was, by a survey that Hohepa disputed, reduced to just 23 acres).\(^ {1042}\) Hemopo Hikarahui claimed Te Huka, across the Waikato from the meeting of the boundaries of Tauhara Middle and Tauhara North. The grantees of Kaingaroa No. 2 formally agreed to accept the boundary between their land and

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\(^{1038}\) Taupo Native Land Court Minute Book No. 1, p.195.
\(^{1039}\) Op cit, pp.194-196.
\(^{1040}\) Op cit, pp.196-197.
\(^{1042}\) Taupo Native Land Court Minute Book No. 1, pp.219-220.
Tauhara Middle, as it was laid down in 1868. The focus of this section of the report is on the three Tauhara blocks (North, Middle, and South).

Paora Hapimana then submitted the hapu and grantees for the balance of the land; Tauhara Middle, thought to comprise 100,000 acres:

- Ngati Tukimahuta
- Ngati Tutetawha
- Ngati Rauhoto
- Ngati Hineure
- Ngati Hinerau
- Ngati Te Urunga
- Paora Hapimana Huriwaka
- Hamuera Takurua
- Poihipi Tukairangi
- Maniapoto Te Hina
- Ihakara Kahuao
- Te Popoki Te Kurpae

The court made awards accordingly, but the titles were interlocutory only, and could not be confirmed until a certified survey of each block was submitted to the Native Land Court within the next 12 months.

Tauhara South was ordered to be inalienable by sale, mortgage, or a lease longer than 21 years, but only “until the same shall have been subdivided among the following hapu interested therein; viz., Ngati Te Rangiita, Ngati Purua Ngati Whanaurangi, Ngati Hingaawatea, Ngati Rua, Ngati Te Ranginui, and Ngati Tuataka.” That is, once the block was divided up into hapu portions, the matter of restrictions on alienation would be revisited.

Tauhara North was subject to a similar restriction, being awarded to Hare Reweti Te Kume and Hare Matina (Matenga) Taua for Ngati Tahu, until it was “subdivided among the persons interested of the hapu Ngati Tahu.” Similarly, Tauhara Middle was restricted until such time as it was divided up among the hapu to whom it was awarded. Fees of £3 were charged for each title.

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1043 Op cit, pp.197-199.
1044 Op cit, p.199.
The court was hastily adjourned on the morning of 18 March 1869 due to the disturbed state of the district and the need for Taupo and Kaingaroa Maori to return to their homes and prepare defences (or join the government forces assembling at Tapuaeharuru). St George returned from the southern lake (where he had been consulting Te Heu Heu about the pending threat of disturbance) to Oruanui later on 18 March, and found the place “quite deserted.” In addition, Cox’s farm had been abandoned, and Grace, Helyar (at Runanga), St George, and any remaining runholders were not far behind him as the area emptied out ahead of the arrival of Te Kooti.

The three Tauhara blocks (North, Middle, and South) were back in the Native Land Court in March 1872, when their grantees sought to have their titles issued to them, as they had had their lands surveyed. Despite the court’s interlocutory orders requiring a survey within 12 months, there was little chance of any surveyor being willing to work in the area in that period, punctuated as it was by military clashes at Opepe, along the southern lake shore, and at Te Porere. In addition, during this phase of the New Zealand Wars military posts were established along the Napier–Taupo road at Opepe on Tauhara Middle, at Pahautea on Tauhara Middle, and also nearby at Runanga on the Runanga block. Pahautea was a valuable area of bush and a kainga, while Opepe was also a significant kainga for Tauhara hapu, including the rangatira Te Rangitahau who had been exiled to Wharekauri/Rekohu after being captured at the 1866 fight at Omarunui (as discussed in an earlier chapter).

The fact that the owners did not advise the court of the completion of their surveys until 1872 did not seem to disturb the court, which promptly ordered that the 1869 title orders be carried out. The surveyor Walter Hallett then appeared on behalf of Mitchell, who had surveyed the lands (although when has yet to be ascertained). Hallett submitted claims for Mitchell’s survey expenses for each block as set out below. The area of each block was

\[ \text{Area of each block} \]

\[ \text{1047 Op cit, pp.212-213.} \]
not given at this time, but was later ascertained and is derived from the Tauhara Block History Reports:1048

- Tauhara North £65 6s. 6d. 10,605 acres
- Tauhara Middle £653 8s. 106,079 acres
- Tauhara South £215 10s.1049 35,000 acres

The total survey expenses of just under £1,000 equated to a charge of less than tuppence per acre. Although the total was daunting even for such a large area, the rate per acre was far lower than Maori in other districts had been charged in the past, paying upwards of two shillings (or 24 pence) per acre.

The reduced survey costs appear to be directly linked to the fact that the government (through Heale) had insisted on completing a trigonometrical (or trig) survey of northern and eastern Taupo before allowing private surveyors to complete plans of the land in this area. The trig survey (based on the network of fixed reference points known as trig stations) allowed all plans to be based on common and fixed reference points, and also greatly reduced the cost of individual surveys as the trig survey greatly reduced the work required for each block. Another of the Graces, with whom Mitchell was associated, was involved in the trig survey as a member of Heale’s staff. John Grace noted that his brother Tom arrived at the Graces’ Paeroa run in early 1868 to start the trig survey.1050 Another factor reducing the survey costs may have been the government survey of the lake shore boundary and the survey of common boundaries with blocks such as Runanga, Wharetoto, and Kaingaroa No. 2.

Hallett told the court that the survey charges were based on a rate of £9 for each 1,000 acres, “plus £100 for expenses connected with the negotiations for the survey, attendance on the court, and other incidental expenses.” This indicates they believed the three blocks

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1048 These are derived from the Te Matua Whenua/Land History Alienation Database, and were supplied by CFRT in June 2004.
to comprise not much more than 92,000 acres, although the area appears considerably
greater. Mitchell also sought three years interest on the sum, indicating that he may have
completed the work during 1869. The court said the interest claim would be referred to
the Native Land Court Chief Judge.

Pohipi Tukairangi pointed out that he had not ordered the survey, but that Cox had,
perhaps believing that Cox, as the lessee who had since fled, should pay for it. Rawiri
Kahia agreed with this view, saying that when Mitchell asked him for the £215 owing on
Tauhara South, “I was recommended to refer his application to Mr Cox.” The court
explained what they were clearly unaware of; that they, as grantees, were liable for the
costs which, the court added, “would remain as liens on the several blocks.”

With Cox gone, the land needed to generate some income to discharge the huge survey liability, but
the Crown promptly stepped in and skewed the market so that the Tauhara grantees could
deal only with it.

4.7.3 Early Government Dealings: Tauhara and the Township

After Mackay’s abortive 1866 land purchase efforts at Tapuaeharuru, the government’s
initial focus in the Tauhara area was military. In the wake of the defeat of Te Kooti at
Te Porere, it sought to reinforce its positions along the strategically important Napier–
Taupo road and also legalise the occupations of Maori land related to these positions, and
the use of resources such as timber taken from land adjacent to the redoubts. The existing
fortified sites retained for this purpose involving Tauhara land were at Opepe and
Tapuaeharuru, where redoubts were sited and Armed Constabulary stationed. The
Tapuaeharuru redoubt soon led to other arrivals, such as storekeepers and publicans
associated with the troops, and the birth of what became Taupo township.

The government moved to acquire these lands in 1870 (as noted in Chapter 3), but there
is only limited documentation of this process (it being undertaken at a time when very

1051 Taupo Native Land Court Minute Book No. 1, p.219.

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little government land purchasing was occurring and the Native Land Purchase Department was still to be established). Napier Resident Magistrate Locke seems to have led the purchase process, meeting with Poihipi in January 1870, when he, “arranged to have a piece of land on Tauhara side of Waikato, the price is not yet fixed.” He added that, “Poihipi is very anxious to get the redoubt over there,” as was noted in Chapter 3. Locke asked Ormond to obtain the names of the grantees of the Tauhara Middle block so he could conclude the purchase of the land needed for the Tapuaeharuru redoubt and an associated settlement. He was also dealing with Opepe issues, noting that “the question about timber at Opepe is settled.”

Ormond forwarded Locke’s request to Defence Minister McLean, adding that:

In communicating with him respecting the purchase of a site for a permanent post and settlement on the east bank of the Waikato where it leaves Taupo Lake, I have desired that the question of price should be referred before completing the purchase.

He had also ordered Inspector Roberts, the commander of the forces at Tapuaeharuru, to immediately move to the other side of the river and construct a redoubt, the remains of which can still be seen today. McLean forwarded the names of the six Tauhara Middle grantees, but made no comment on price, other than confirming that it should be referred to him before the purchase was completed. Nonetheless, the redoubt was already being built before price had been agreed.

Further details of the Nukuhau–Tapuaeharuru purchase out of Tauhara Middle have yet to be located. According to the Crown purchase deed, the purchase of 534 acres was

1055 The Native Department inwards correspondence registers (MA series 2) may provide some hint of what was going on, even if the relevant files themselves have been destroyed, but such research is outside the scope of this overview.
settled on 19 July 1870, for a payment of £400\textsuperscript{1056} (equal to 15 shillings per acre). This was a very high price relative to the one to four shillings per acre paid for other Taupo lands as late as the 1880s and 1890s, but as Locke noted, the Tapuaeharuru land was:

\begin{center}
\begin{quote}
in a most central and commanding position for an inland town, being the point on which all the roads to the interior converge, and from the facility offered by the lake, communication can be held with all the most important settlements in the interior.\textsuperscript{1057}
\end{quote}
\end{center}

Locke considered that it would be relatively easy to increase the government’s holdings at Tapuaeharuru should further land be required. This was done, as noted below, and by the time the Native Land Court formally awarded the Crown the title to the Nukuhau–Tapuaeharuru block in December 1880, the government had acquired a further 10,500 acres, taking its total award to 11,000 acres “more or less.”\textsuperscript{1058} No reserves were mentioned in the 1870 deed but, as noted in a later section, a reserve within the township block was later claimed by Poihipi Tukairangi (and by his people for many decades thereafter).

There was dissatisfaction expressed at Locke’s conduct of these two purchases, and later still a great deal of complaint that Poihipi Tukairangi had exceeded his authority in these early sales. Ihakara Kahuao wrote, as one of the block’s kaitaiaiki, to Native Land Court Chief Judge Fenton in March 1871, complaining about Tauhara Middle dealings affecting Tapuaeharuru, Opepe, and Waipahihi. Waipahihi was an area on the stream of the same name that the Tauhara Middle hapu reserved from the larger government purchase of Tauhara Middle. Ihakara described the blocks as being under lease, which was certainly not the government’s understanding of the transactions affecting Tapuaeharuru and Opepe. Ihakara also objected to “these pieces being given to Mr Locke,” again indicating his ignorance of the two government blocks having supposedly been sold. His final reference to the dealings criticised “this proceeding of selling (tuku) land,” which again

\textsuperscript{1056} Auckland Deed 407. See Tauhara Block History Report, CFRT, June 2004. See also, Locke to Minister for Public Works, 20 June 1872. AJHR, 1873, G-8, pp.36-37.
\textsuperscript{1057} Locke to Minister for Public Works, 20 June 1872. AJHR, 1873, G-8, pp.36-37.
\textsuperscript{1058} Taupo Native Land Court Minute Book No. 2, p.49.
points to a gap between the understanding of Maori and the government in the nature of these transactions.

Ihakara claimed that those who were “abusing (whakakino)” Tauhara land were Poihipi and Hamuera, as well as Locke, because, “the payment of the money for these lands has been given by Mr Locke to Hamuera alone, and he has spent the money himself.” He concluded that Fenton should:

be clear as to the fault I have found in Mr Locke, he has obtained the land and he has given the money to Hamuera. Mr Locke then comes to me to sign my name to the deed of conveyance of those lands. I have not consented to this proceeding of selling (tuku) land. Tell Mr Locke to discontinue his purchasing [of] land from the persons who are offering it to him and not to let it be a cause of disturbance amongst us the Maori, on account of the sale by one person of land which has not been investigated.¹⁰⁵⁹

Fenton responded that he could not interfere in the purchase of this land, but assured Ihakara that, “it will be quite safe as long as he refuses to put his hand to paper.” That is, if he refused to sign the government deed, his interest was still safe. This was scant comfort, as it would be relatively easy to have Ihakara’s interests defined in another part of the block, and the Crown’s interests defined in the spots it wanted (Tapuaeharuru and Opepe), particularly when other grantees (who had signed) would support the government.

Ihakara’s objections appear to have instead been overcome by the exclusion of reserves within the Tapuaeharuru township block (one of which, Parakiri, was never made; see below) and also by additional payments made by Locke to complete the purchase. The money allocated to Hamuera and Poihipi seems to have been only an advance. Despite the 1870 deed referring to payment having been made, it does not appear that it had all been paid over, perhaps because the titles were not yet complete, due to the state of the surveys.

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In April 1871, Poihipi Tukairangi wrote to Ormond, seeking £50 “by an order to the [Armed Constabulary] Canteen,” with which to buy food to supply his Whanganui manuhiri. He added, “I will let you have the money due on Tapuaeharuru land in payment for this money.” That is, he would repay the advance out of the money still owing for Tapuaeharuru, indicating that there was at least £50 outstanding. It does not appear as though Poihipi got his £50, for a year later a telegram from Ormond to Locke indicates that £200 (or half the purchase price) was still outstanding on the Tapuaeharuru block. Locke was despatched to Tapuaeharuru in April 1872 to pay over the balance due on what was now not simply the redoubt block, but the Taupo township block. Ormond noted that the land was acquired for a military post, “and it may not be desirable to include [it] among ordinary native land purchases.” He posited having it, “considered part [of] confiscated land,” which is certainly an interesting perspective on how the government had acquired the land at Tapuaeharuru.

Shortly after completing the Tapuaeharuru payment, Locke reported that in addition to the redoubt, a telegraph station and court house had been erected on the land, as well as private buildings. He considered that if a township was laid off, “very little difficulty would be experienced in extending this purchase.” The extension of the government’s land acquisitions in this area is discussed further below.

Locke was also charged with arranging the 1870 purchase of the land required by the Armed Constabulary at Opepe. As noted above, he also had to arrange the purchase of the timber required for the redoubt. Details are equally sketchy about the government’s purchase of the Tahuatangata block, which took in the Opepe redoubt as well as a great

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1061 Ormond to Gisborne, 16 April 1871. AD 1/1872/408. National Archives. Supporting Documents, p.1710.
1062 Locke to Minister for Public Works, 20 June 1872. AJHR, 1873, G-8, pp.36-37.
deal of land around it, to the extent of 382 acres, for which £100 was paid.\textsuperscript{1063} According to the Tauhara Block History Report, the government paid £1,000 for the Tauhuatangata block in January 1871,\textsuperscript{1064} but this would appear to be a data inputting error as Locke himself notes that only £100 was paid for the Opepe land,\textsuperscript{1065} as does Turton’s copy of the deed. This is more in accord with the area involved, being equal to a rate of five shillings per acre.

As with Tapuaeharuru, Locke did not pay all of the money over at once, and in April 1872 there was still £40 outstanding.\textsuperscript{1066} Poihipi Tukairangi informed the Native Land Court in December 1880 that he had been paid £40 himself, and that the full £100 had been paid.\textsuperscript{1067} The Native Land Court awarded title for Tahuatangata (Opepe) block to the Crown in December 1880, when it inexplicably increased the award to 546 acres.\textsuperscript{1068} Nothing has been located to indicate why this was done. The block seems to have been surveyed in early 1875, as the Tauhara Middle block was charged with the cost of connecting this survey to that of Tauhara Middle in July 1875 (see below).

### 4.7.4 Rent-To-Buy: The Government and Tauhara Middle

With the growth of the Tapuaeharuru township through 1872, and the efforts of northern Taupo Maori to foster settlement through the leasing of their land (as they had in the late 1860s), there was a growing demand for land, including the largely unused Crown land within the Nukuhau–Tapuaeharuru block. There was also speculative interest in private purchasing of land beyond the government block.\textsuperscript{1069}

Some land dealings were also linked to the presence of the Armed Constabulary, and the growing settlement at Tapuaeharuru. These certainly appear to be factors in the Tauhara

\textsuperscript{1063} Auckland Deed 408. See Tauhara Block History Report, CFRT, June 2004.
\textsuperscript{1064} Op cit, p.1298.
\textsuperscript{1065} Locke to Minister for Public Works, 20 June 1872. AJHR, 1873, G-8, pp.36-37.
\textsuperscript{1066} Ormond to Gisborne, 16 April 1871. AD 1/1872/408. National Archives. Supporting Documents, p.1710.
\textsuperscript{1067} Taupo Native Land Court Minute Book No. 2, p.49.
\textsuperscript{1068} Ibid.
grantees apparently agreeing to alienate a valuable part of their land to a local official (acting in his private capacity) as early as 1870. The official was the telegraphist Gavin Park, whose presence was linked to that of the Armed Constabulary. The point of having the redoubts located at strategic points along the Napier–Taupo road was to enable them to quickly report any suspicious movements of Kingitanga or Pai Marire Maori; thus, the telegraph was strung up alongside the road.

Park paid the Tauhara Middle grantees £46 for the Tapapakuao portion of their block, at the rate of £1 for each of what he said was 46 acres. The land was, he later wrote, “nearly all swamp,” but it contained very good hot springs and he had spent a considerable sum (he claimed £350) draining the land and developing the hot springs, largely for the use of the local Armed Constabulary but also the slowly growing tourist trade. He wrote that it was not until 1872 that he could get a surveyor to survey the land, nor an interpreter, so his supposed purchase had been made with neither a survey nor a licensed interpreter. What he did not add was that he could only have acquired the land from, at most, four of the Tauhara Middle grantees, as two of them had died in 1869, and successors were not appointed until 1872. In fact, Poihipi Tukairangi and Hamuera Takurua seemed displeased with the claim, and it is possible that Park dealt principally with Hohepa Tamamutu (see below) who was not, of course, even a grantee of the block.

Park’s land may not have been 46 acres, as he claimed. The only indication that a small area of hot springs was cut out of Tauhara Middle is a subdivision called the Otumuheke block. This was identified at the 1869 hearing by Hohepa Tamamutu as an area of 150 acres to be awarded to him, but this was a most inaccurate estimate. It was also shown on a later sketch map as “Park’s claim.” At the 1872 hearing Hohepa Tamamutu explained that the boundaries had since been surveyed and Otumuheke comprised just 23 acres. He was absent when the surveyor came and complained that Poihipi and Hamuera

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1069 Rose, pp.26-27.
1071 Taupo Native Land Court Minute Book No. 1, p.197.
had changed the boundaries, adding that, “the surveyor, probably through fear, accepted their boundaries,” so that only 23 acres had been surveyed. Hohepa offered to give up his claim to an award of this area if the others would admit him into the Tauhara Middle title. This was not agreed to, nor would Poihipi consent to the court’s proposal that Otumuheke be increased to 150 acres. Hohepa accepted the 23 acres, land which had already been sold to Park, and which Park in turn would transfer to the Crown at a healthy profit; being paid £400 for land that had cost him just £46 (see below).

Before Park’s sale to the government, he entered into a similar arrangement to surrender his claim to Mitchell, when he was acting for private purchasers such as the Watts brothers of Napier in 1872–1873. Under this agreement, Park’s obviously suspect (and technically invalid) deal was set aside and rolled into the wider purchase Mitchell was negotiating. This was, Park wrote, “to save trouble and expense,” and Mitchell then “promised to give me a title direct from himself.” The Tauhara Middle grantees were said to have consented to this, but no evidence was advanced to support this assertion, nor indeed any aspect of Park’s dealings. The interests of the Maori owners seem to have been secondary to tidying up the government’s title.

The surveying of the reserve and its separate special status thereafter as the leading township spa seems to have left some Maori with the impression that they retained rights to Tapapakuao. As late as 1899, Honeri Matenga wrote from Rata to offer the land for sale to the government, “as I have heard that the purchase of Tapapakuao is now open.” By then, officials did not even know what the land was, and the letter was referred to Lawrence Grace, who rejected it as it had long been included in the government purchase of Tauhara Middle No. 1.

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1073 Taupo Native Land Court Minute Book No. 1, pp.219-220.
Another piece of land on the Otumuheke Stream that probably included hot springs lay at the mouth of the Otumuheke (where it emptied into the Waikato River). In a transaction that indicates a serious conflict of interest on the part of Resident Magistrate Locke, this block was sold to Caroline Locke (his wife, and the daughter of the infamous early land speculator Rhodes). Few details of the April 1871 transaction have survived, probably because it, like other private dealings in Tauhara Middle block was surrendered to the government, but title documentation reveals that he paid £25 for the 9 acres of highly sought after hot springs land. Locke’s purchase was inquired into and duly reported on favourably by Captain Preece at Tapuaeharuru in September 1872, when he was deputised to stand in for Trust Commissioner Pollen.

William Buckland was another speculator who was active in the Taupo district, apparently taking up some of the northern Taupo runs abandoned by earlier settlers in 1869. As early as 1872, he was offering to sell his leases and sale agreements to the government, but Native Minister Pollen preferred to wait until Buckland had the freehold, which was what it was then most interested in. Buckland was still active in April 1873, when Locke reported that he was “taking up runs” around Taupo, adding in May that “all the country around Taupo and towards Rotorua is being leased to people from Middle Island.”

It appears that by May 1873, Buckland and other private parties were advancing their purchase plans around Taupo, including Tauhara lands. This is evident from the separate complaints made by Poihipi Tukairangi and Te Heu Heu in May 1873 that they wanted the restrictions on sale removed from the titles to all three Tauhara blocks.

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Heu, who was not a Tauhara grantee, alleged that, “this restriction was not imposed at our request but by some foolish person.”\(^{1082}\) It was soon evident that the man behind these pleas was Charles Davis, an experienced government interpreter and official who was then acting in a private capacity as a land agent for the South Island speculators feared by Locke. He was involved in negotiating leases over a huge area of land from Rangitaiki and Rotorua through to Taupo, as was Mitchell.\(^{1083}\)

Davis’ role in the Tauhara applications for removal of restriction seem to relate not so much to the restriction on sale, but the restrictions imposed on the interests of minors. The Tauhara Middle grantee Maniapoto Te Hina had died and the Native Land Court had appointed various minors as his successors. Under the 1865 Native Lands Act and its amendments, dealings in the interests of minors were heavily restricted, and could only be leased. It was this aspect of the restrictions that Davis wanted removed to enable the entire block to be leased without worrying about protecting the interests of the Maniapoto children. Davis telegraphed the Native Department, claiming that, “Judge Rogan has made a legal mistake by appointing as successors to Maniapoto… six or eight of the dead man’s brothers and sisters, mostly under age.” He claimed that, “the whole of the grantees are very angry, can this error be rectified?”\(^{1084}\) Similarly, Te Heu Heu wrote, “let the children of Ngati Te Kowhero [Kohera?] and of Ngati Tuara and Ngati Tama who were put in by the judge be struck out.”\(^{1085}\)

Native Land Court Chief Judge Fenton was apparently unaware of the placing of minors on the title, and merely responded that the title was restricted in the usual way.\(^{1086}\) This would have permitted the lease apparently sought by Davis’ employers (who included Buckland), but not while the interests of the minors remained. When the government became interested in acquiring part of the land the following year, the need to remove the

\(^{1082}\) Te Heu Heu, Taupo, to McLean, 5 May 1873. N&D 73/2418, with op cit.
\(^{1083}\) Rose, p.28.
\(^{1084}\) Davis to Young, 5 May 1873. N&D 73/2400, with MA-MLP 1/1874/142. National Archives. Supporting Documents.
\(^{1085}\) Te Heu Heu, Taupo, to McLean, 5 May 1873. N&D 73/2418, with op cit.
\(^{1086}\) Fenton to McLean, 2 May 1873, and Native Land Court Clerk Dickey to Native Department Under-Secretary, 6 May 1873. N&D 73/2437, with op cit.
restrictions was again raised, the removal being required before any purchase deed was completed.\textsuperscript{1087} No one seemed to notice that the reason the Native Land Court had imposed the restrictions was because Tauhara Middle was essentially a tribal title; being awarded to representatives of the six hapu who owned it. The restrictions were imposed, “until the same shall have been subdivided among the hapu interested therein”\textsuperscript{1088} The six grantees were in fact trustees for their hapu, and even the Native Land Court actually acknowledged this. Nonetheless, subsequent interpretation of the titles was that they were the legal property of the individual grantees only, as was apparent during 1872 successions, and the leases and purchases affecting the blocks from 1870 onwards (see below).

Before the government could advance as far as a purchase of more Tauhara lands, it first had to remove the private leasing competition, and then use leases itself in order to tie up the land until as much of it as possible could be purchased outright. Mitchell was suggested as a suitable land purchase officer in June 1873, and it was decided that the best way of dealing with Davis and his private employers was to buy them out, and hire him. Before the end of June, this was arranged, and Mitchell and Davis began their Taupo land purchasing careers. Locke believed, “it ought not to be difficult to procure” half a million acres in the Taupo district,\textsuperscript{1089} an area that certainly included the Tauhara blocks.

\subsection*{4.7.5 The Tauhara Middle Lease}

The wider activities of Mitchell and Davis are discussed elsewhere, and this section of the report is focussed only on their Tauhara activities. From 7–14 July the pair met with numerous Taupo hapu at Oruanui and Tapuaeharuru, including a meeting of 14 July that specifically involved the Tauhara grantees. Without referring specifically to any hapu, they claimed that Maori throughout Taupo and Rotorua were eager to negotiate for the lease, “and in some instances the sale,” of their lands. Amongst the leases they had provisionally agreed to, subject to final agreement, were all three Tauhara blocks,

\textsuperscript{1087} Ormond to McLean, 16 February 1874, and Clarke to McLean, 17 March 1874. Op cit.
\textsuperscript{1088} Taupo Native Land Court Minute Book No. 1, pp.199-200.
\textsuperscript{1089} Rose, pp.28-31.
although he only gave the terms for one: Tauhara Middle, 30 years at £100 per annum for 10 years, rising to £200 for the second 10 years, and to £300 for the final 10 years. This term exceeded the 21-years permitted, so the restrictions on alienation would need to be removed.

In addition, Mitchell capitalised on his existing relationship with speculators such as the Watt brothers of Napier, who had been negotiating for the purchase of Tauhara land adjacent to the township, or at least they had been before the government moved in. Mitchell simply took over these negotiations on behalf of the government, ensuring that his former employers were rewarded for their speculative activity (see below). As well as the lease of all of the Tauhara blocks, Mitchell and Davis had taken up the purchases commenced by the Watts and by Park near the township, taking in an area of 10,000 to 12,000 acres for which the private purchasers had agreed to pay “as high as two shillings per acre, to include all costs.” This is not at all ‘high’ when compared to the price the government had paid for the Tapuaeharuru township land. Other negotiations the two agents claimed to have taken over included Buckland’s acquisition of 11,000 acres of Tauhara South, the man for whom Davis had been acquiring the land in 1873 until the snag of restrictions on alienation was struck. The Tauhara blocks were to be an initial focus of their work.1090

The next report from the pair was on 23 August 1873. Two days before that the government had issued a proclamation excluding Taupo and other adjacent districts from the operations of the Native Land Court. This prevented any private parties interfering with the government’s negotiations, and also prevented Maori land owners from entering into any legal transactions other than those offered by the government. Prior to this shutting out of competition, Mitchell and Davis referred to the “formidable opposition we have had to encounter from private agents with their surveyors, etc. in various parts of the country.”1091

1091 Cited in Rose, p.34.
The day after their previous report (of 14 July) the two agents signed a lease of Tauhara Middle with five of the grantees (being unable to deal with the minors appointed to succeed to the sixth interest). They noted that such leases, “will, we consider, render purchase hereafter, if desirable, comparatively easy,” if and when the government elected to move in that direction. In the interim, private competition was greatly retarded by a proclamation suspending the operation of the Native Lands Act in the district. As the pair noted, this and the leases combined to, “place the government in a position to accomplish with comparative ease whatever ends of public moment it may have in view relative to these waste lands.”

The owners of Tauhara may not have viewed their patrimony as “waste lands” but the government’s actions were designed to ensure that that was what they would become.

The government endorsed this use of leasing as a lever for sale, observing that, “it was perfectly well known that, in dealing with native land, the first step was the lease, and that obtained, the freehold inevitably followed in time.”

Concerns by some Parliamentarians that Maori would not want to sell while they were receiving rents were readily dealt with at Tauhara and elsewhere; the government simply declined to pay the rent until the Native Land Court clarified title questions, and the court could not do that while it was barred from the district by order of the government. The pressure was to sell, and any advances made on rents were later simply transformed by the stroke of a pen into advances on purchase. Maori soon perceived this, albeit it too late to prevent the practice, as exemplified in their phrase: “The lease is the bait; the hook is the purchase.”

To further cement in its unfair advantage, the government added a restrictive clause to leases such as that entered into at Tauhara. This was a clause stating that the land could not be sold or mortgaged without the Governor’s consent. Far from being some sort of protective measure, officials acknowledged that it was actually designed to prevent

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1094 Cited in Rose, p.90.
private parties influencing the Maori lessors during the term of the lease.\textsuperscript{1095} Such influence would include paying them a higher price in rent or for purchase than the government was willing to offer from its self-imposed monopolistic position.

On 15 July 1873 the lease of the unpurchased portions of Tauhara Middle (about 92,000 acres out of the 106,000 acre block) was arranged by Mitchell and Davis at Tapuaeharuru with five of the six grantees “and others interested.” The terms were as described earlier, although there were also reserves excluded from the lease but these were “to be decided by the government and surveyed when final lease is executed,” which would not be until the Native Land Court was allowed back to Taupo at the government’s convenience. Instead of the successors to the sixth grantee (Maniapoto) signing the lease, the two agents decided to have the dead man’s brother, Wi Maihi Maniapoto, sign it. This was insufficient to complete the lease as he was but one of the 10 successors appointed to Maniapoto (see below), but the two agents claimed that he was the successor the Tauhara people had wanted (their actions in the Native Land Court during the successin case indicate otherwise; see below). The agents added that the appointment of numerous successors by the Native Land Court in 1872 was, “contrary to the rule hitherto observed by the Native Land Court.” Mitchell and Davis were now second-guessing the judges of the Native Land Court.

In fact, there had been two succession orders issued relative to Tauhara Middle during the March 1872 sitting. Paora Hapi (or Hapimana) had died at Tokaanu on 29 October 1869, not long after the attack on Te Kooti at Te Porere. Mitchell and Davis believed he was killed in action, but he actually died some three weeks after the battle of wounds resulting from an accidental shooting. Wi Maihi Maniapoto initially claimed to succeed to Paora Hapi, as Paora’s three sons were dead (the only grandson alive, Wiremu Hapi, lived in Hauraki). Paora also left both a widow and a daughter, Mere Hapi, as well as two other daughters. Mere sought to succeed alone to her father’s interests in Tauhara Middle,

\textsuperscript{1095} Rose, pp.44-45.
telling the court that she was “the only person who should succeed to my father’s property.”

That is, Mere Hapi was to succeed to her father’s role as the leader of the hapu he had represented on the Tauhara Middle title. Aperahama Werewere hinted at this when he told the court that, “it is right that Mere Hapi’s name should be put in the grant in place of her father.” He seems to have then said that he too should succeed, also being a rangatira of the block: “I am the actual owner of Tauhara. Paora Hapi was a child of mine, a nephew of mine, the son of my elder brother. Paora Hapi the child is dead.” What may have been lost in translation was what Aperahama meant by words such as “owner… child… elder brother”; the subtleties of the Maori meanings of words like ‘kaitiaki’, ‘tuakana’ or ‘teina’ were probably lost on the court’s interpreter, Mainwaring. In any case, the court accepted that Mere Hapi was the person to take up her father’s role as hapu representative, and appointed her as successor to Paora Hapi.

The other dead grantee was Maniapoto, and again Wi Maihi Maniapoto sought to succeed to his interest, which had been awarded on behalf of Ngati Hineure (or Hineuru?). Maniapoto had also died as a result of the attack on Te Kooti at Te Porere in October 1869. He was the elder brother of Wi Maihi, who said that, “before he died he said I was to succeed him.” He noted that he had other younger brothers and sisters, while Maniapoto had also left one son. Wi Maihi asked that all these people “have a share.” He said Aperahama Werewere would support his claim, and he did. It was thus ordered that Wi Maihi and nine others would succeed to Maniapoto’s interests in Tauhara Middle. This seems a different sort of succession to that of Mere Hapi; she had accepted her father’s place on the title as the hapu representative, whereas Maniapoto’s interest seems to have been seen by Wi Maihi as a personal one to be divided up among his 10 closest surviving kin, rather than passed on to an individual representing Ngati Hineure. The Native Land Court does not appear to have noted this distinction.

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1096 Taupo Native Land Court Minute Book No. 2, pp.220-222.
1097 Op cit, p.222.
1098 Op cit, p.223.
Nonetheless, the wider interests of Ngati Hineure seem to have been ignored by this succession order. Instead of there being one hapu representative on the title for the whole hapu, there were now 10 individuals who, in law owned all of the interests of Ngati Hineure in Tauhara Middle. Mitchell and Davis later complained about the Native Land Court’s actions in this regard:

the Crown grant is most unjust because the order of the court vests tribal property in the children. … Such a law as this from a Maori point of view is tantamount to confiscation of their tribal rights and is calculated to engender feelings of suspicion and distrust in the native mind with respect wot the best inentions of the legislature. 1099

Their complaint was not out of any feeling for the hapu on the part of the two purchase agents, but arose because the court’s appointment of all the minors as successors complicated the government purchase of the block. Nonetheless, they hit on the critical flaw in the succession process as it related to land vested in hapu kaitiaki under the 1865 Native Lands Act and its ‘ten-owner’ rule.

There is nothing in the 1872 minutes to indicate any wider Ngati Tuwharetoa dissatisfaction with the appointment of minors to succeed to the Tauhara Middle interests, as Davis claimed in 1873 (see above). Doubtless, the wider implications of the Native Land Court’s process of individualising tenure had yet to impress themselves on the occupants of Taupo lands. In fact, the only objections appear to have been generated by Davis in May 1873 while he was trying to facilitate the alienation of Tauhara Middle for his employer Buckland.

After preferring Wi Maihi’s signature to that of Maniapoto’s nine other successors, Mitchell and Davis also managed to secure the signature of the sixth grantee of Tauhara Middle; Mere Hapi, who had been appointed to take her father’s place on the title. She signed on 21 July 1873 during a meeting at Tapuaeharuru, receiving a £10 advance on

what was supposed to be the rent for the land. Each of the other five signatories to the lease also received a payment of £10 when they signed the lease.

These payments were not rent as such; they were merely advances that could later be termed rent, should the lease proceed, or advances on purchase, should that option be exercised by the government. As it transpired, not all of Tauhara Middle was immediately purchased by the government so the lease continued to limp along, applying to a reduced area of about 94,000 acres. It continued to serve its purpose until another significant portion of the block was acquired by 1879, whereupon no further payments were made in relation to the nominal lease of Tauhara Middle and the focus switched to still further purchases. In all, £625 of payments were charged to the Tauhara Middle lease, including a further advance of £80 paid to various individuals in March 1875. This was made up of £40 for the six grantees, plus £20 for Poihipi alone, £10 to Hamuera and Poihipi jointly, and £10 to “Mereana White,” whoever she was.

Other payments include incidental expenditure that seems scarcely to relate to the lease. For instance, in July 1875, the lease was charged with £10, this being the cost of connecting the Opepe government reserve section to the rest of the survey. This surely was a cost to be borne by the owner of the Opepe defence land – the government – but it was set against the lease, apparently without reference to the owners. In May 1876 two further payments were made that were more political in nature than related to any lease; one was £25 expended by Mitchell on extra food for a hui at Taupo, and the other was £30, being half the cost of a trap (a light cart) given to Poihipi and charged to the lease on McLean’s authority. Other similar payments include £5 to Poihipi “on account” in May 1879, and £15 to Hamuera Takurua “for supplies” in July 1879. Both these latter

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1100 Mitchell and Davis, Maketu, to Ormond, 23 August 1873. MA-MLP 1/1873/159. Rose Documents, pp.858-859.
1104 Op cit, p.50, and p.137.
1105 Op cit, p.50, p.139, and p.147.
payments were made after the lease was supposedly closed off and a large amount of “back rent” paid (see below).

Rent as such was still not paid for some years after the lease was signed, nor after it was confirmed by a fresh deed of 10 July 1875. The delay was ostensibly due to the title being incomplete as a result of Mitchell and Davis being unable to deal with the interests of the minors added to the title in 1872 when they succeeded to Maniapoto’s interests. This difficulty was alluded to when Native Minister Pollen visited Tapuaeharuru with Mitchell in March 1877. Mitchell blamed the Native Land Court for appointing the minors as successors, but nothing could be done until trustees were appointed for them by the Native Land Court, which the government had suspended. Another difficulty was that the Maori Real Estate Management Act 1867 stipulated that the interests of minors could not be sold by the trustees appointed to look after their interests. So when the Native Land Court finally sat in August 1877, it appointed trustees who, under recent legislative changes (the Maori Real Estate Management Act 1877), were retrospectively empowered to alienate the interests of the minors.

Long before this belated legal technicality was attended to, the Tauhara Middle grantees had been lobbying for the years of rent they were owed under the lease. In November 1876, Poihipi Tukairangi wrote to ask for the rent owing, protesting that, “the owners are dying off without having received any money.” In response officials suggested paying the rent, “minus the proportion payable to the minors, whose shares should be invested in the Trust Fund.” This was approved by Native Minister McLean but was not put into effect.

This correspondence raised the issue of when the rent was owed from; that is, what was the start date for the lease. Mitchell observed that it could be argued that the lease only started in July 1875, when a fresh lease was signed, but he urged that the date of the

1106 Copy of deed of lease, with MA-MLP 1/1905/80. Rose Documents, pp.2050-2053.
1107 Mitchell, Rotorua, to Native Department Under-Secretary, 30 June 1877. AJHR, G-7, pp.10-13.
1108 Poihipi Tukairangi to Native Minister, 1 November 1876, and minutes thereon. MA-MLP 1/1905/80. Rose Documents, pp.2047-2048.
original lease be used instead, “as a matter of good faith.” At a three-day meeting about the lease at Tapuaeharurū in March 1877, involving officials and the grantees, the latter insisted on the 1873 start date being used as the basis of rental payments, but still no progress could be made until trustees were appointed for the minors. Native Land Purchase Department Under-Secretary Gill observed the hardship Taupo Maori were suffering at this time, and urged that Mitchell “use all expedition” to prepare for the forthcoming August 1877 court sitting as, “the non-payment of the rents agreed upon is felt to be and is a great hardship; the people are very poor.”

It was observed in Mitchell’s June 1877 report that the matter of back rents was a “general grievance” for Taupo Maori. Although the leases had a cunning clause noting that rents would not be paid until after “disputed titles” were adjudicated, Mitchell observed that, “still the belief is prevalent that the rentals should be paid from [1873], when neither the natives nor the government agents anticipated such prolonged delays in the final settlement.” The biggest cause of that delay was, of course, the government, which had suspended the Native Land Court. In any case, Tauhara Middle was not a “disputed title,” so it is questionable that this clause even applied to them. It is curious indeed that the issue of ‘moral right’ was not raised in this context; unlike Pakeha speculators, Maori seemed to be confined to only the narrowest reading of their legal rights.

Mitchell was concerned that dissatisfaction over rents was behind the requests of the Tauhara grantees for larger and more numerous reserves from the lease than he had envisaged. This was yet another factor in his urging a compromise solution to the paying of back rents. Despite this, Wellington officials continued to insist to Mitchell and Davis that, “you must see to what you can [do to] reduce the claim” before seeking approval for any payment of rents. Unlike Gill, who had been on the ground, the head office officials had neither knowledge nor concern for the plight of the grantees and their hapu.

1109 Ibid.  
1111 Mitchell, Rotorua, to Native Department Under-Secretary, 30 June 1877. AJHR, G-7, pp.10-13.  
and Gill was soon obliged to change his tune. By August 1877, Gill was also recommending that no further money be paid on the Tauhara Middle lease until it had passed the Trust Commissioner, whereupon, “the question then as to when the rents should be paid could be decided.”

The question had dragged on so long, the Native Land Court had finally appointed the long sought trustees at its August 1877 hearing. Now the question was from what date the rents would be paid. Mitchell was once again over-ruled on the payment of back rents as the hardest possible line was advocated by Wellington officials. They insisted in September 1877 that no rents could be paid until the deed of lease was completed and received and, in addition, the 1873 agreement stipulated, “tenancy to begin so soon as the grantees complete legal lease.” That is, the government could avoid paying any back rents at all, while the advance payments made could also be deducted from rent owing from the time the lease was finally completed. There was also still the question of the reserves, which could be used to further stall any rental payments. In short, there might not be any rent for years to come, and this after the land had been tied up since 1873 in what was nominally a lease.

It is hardly surprising then that the government sought to use the withholding of back rents was used as a lever to force the Tauhara hapu to reduce their demands for reserves within the leased area of Tauhara Middle in 1879 (the reserves are addressed in a subsequent section). Mitchell saw an opportunity to use the rents to help settle the matter of the reserves, as the government wanted smaller reserves in order to ensure that sufficient bush and homestead areas remained for settlers. This was rejected in February 1879 on the grounds that, “it would be a bad precedent to pay further rents on this until the Crown’s title is perfect.” Instead, Mitchell was authorised to hold out the promise of back rents all the way to 1873, provided the reserves issue was settled.

Poihipi Tukairangi responded, or so Mitchell claimed, by holding out to the government the prospect of the sale of further portions of Tauhara Middle, provided that the lease was honoured and the back rents paid.\footnote{Mitchell to Native Minister, 25 February 1879. Op cit, pp.1951-1953.} This turned the tables somewhat, but left the grantees in a very poor position if it succeeded, as further land sales would follow. The government, in any case, could (and did) pursue further purchases regardless of the state of the lease. This was apparent from the government’s response to Mitchell’s report; “pending other instructions, please close the Tauhara Middle lease question using every means first to make it a purchase.”\footnote{Gill to Mitchell, 1 March 1879. Op cit, pp.1947-1948.} Thus, the next Tauhara Middle purchase was commenced (a matter discussed further in a subsequent section).

At the same time as urging the lease be transformed into a purchase, the government continued to authorise the payment of back rents, provided the reserves were curtailed. In April 1879, the trustees for the minors submitted a more acceptable list of reserves whereupon Mitchell paid them and the other grantees a total of £400 (or £66 3s. 4d. each).\footnote{Mitchell Cash Book. MA 7/19, p.50, and p.146. National Archives.} There is no documentation on file that indicates how, why, or when this expenditure was approved, nor what, if any, evidence was submitted by Mitchell to prove that the money had in fact even been paid.

The payment in April 1879 took the total payments charged against the lease to just over £600, or six years rent. However, it seems that not all of the payments were viewed by Mitchell as relating to rent; £500 appears to be, but the other payments were simply costs associated with the block. Mitchell himself acknowledged in September 1880 that two years rent were owing, indicating that the rent for the years ending July 1879 and July 1880 was owed.\footnote{Mitchell to Gill, [?] October 1880. MA-MLP 1/1905/80. Rose Documents, pp.1919-1922.} That is, the 1879 payment and earlier payments related only to the five years from July 1873 to July 1878. The government denied this, alleging that the lease was still not really complete so no rent was owed, and it continued to apply pressure...
for the ‘rents’ already advanced to be converted to a purchase payment. These matters are considered within the context of an examination of that second purchase.

4.7.6 The First Tauhara Middle Purchase: 1874–1881

Long before the rentals held back by the government were used to force a new purchase on the increasingly desperate Tauhara grantees, they had been pressed into the sale of a large area in the most valuable part of the block in order to clear the debts arising from survey and other costs associated with the Native Land Court. A key factor in the willingness of the Tauhara grantees to deal with the government from 1873 onwards, and with private purchasers prior to that, was the existing debt already loaded on to their land.

The rule laid down by McLean for government land purchase agents was that any money paid to the Maori owners by private parties was to be refunded to those parties “and stopped out of the purchase money.” This removed the private competition, and created an immediate incentive for the owners to sell their land in order to clear the debt on it. Another significant debt burden that the government could acquire and use as leverage on the owners was survey debt. Mitchell and Davis reported in October 1873 that the grantees of Tauhara Middle and North were:

all extremely anxious that the surveyors’ charges should be paid off as soon as possible and the immediate liquidation of these costs is the main inducement to sell to the government. We propose to confer with the natives interested in these surveys and with the several surveyors with a view to definitely arrange the amounts between them and then with your authority to pay off the sum which may be agreed upon.

Although Tauhara South was not specified by the pair, it too was burdened with a heavy survey debt, and the total of £934 owing on all three Tauhara blocks (plus interest since 1869) was not only cited by Mitchell and Davis as a motive for the sale of a large part of

\[^{1121}\] St John memorandum, November 1874. Cited in Rose, p.45.
\[^{1122}\] Mitchell and Davis memorandum to Ormond, 16 October 1873. MA-MLP 1/1873/159. Rose Documents, p.885.
Tauhara Middle, it was also noted by the grantees as the main cause of the sale (see below).

Both these forms of debt were directly linked to Mitchell and Davis themselves. The survey liens arose from Mitchell’s survey work, so he would, as he reported, need to “confer” with himself on this one). Moreover, the private purchasers or lessees being compensated by the two agents (in their government role) were the very people who had employed them a few years before. The paid ensured that their erstwhile employers were not disadvantaged, as Maori were, by their dealings with the government. The large amounts of compensation offered to the likes of Park, MacMurray, and the Watts in the Tauhara Middle purchase were charged against the block and reduced the sums paid to the land’s owners. In addition, nothing was done to mitigate Mitchell’s obvious conflict of interest in this compensation process.

When Park sought to transfer his title to the government in February 1874, Mitchell himself was asked to report on the state of Park’s title and the value of his claim. He asserted that his former employers, the Watts, had just days earlier offered Park £350 for Tapapakuao, and claimed that the Tauhara grantees had “duly notified… their acquiescence” to Park’s purchase. He also said Park had offered to lease the block to Edward Lofley, an early Tapuaeharuru resident involved in commercialising the use of thermal springs, at a rental of £10 per annum, rising to £50 per annum towards the end of the 20-year term. The government duly authorised Mitchell to pay Park up to £350. Park promptly sought £400, claiming he had another offer of that amount from the Hawke’s Bay runholder Kinross. Park also paid Lofley £65 to surrender his lease, giving the government clear title.

It was not until after Mitchell paid the £350 in July 1874 that he revealed Park had no legal right to his land, due to the alienation restrictions, but he did have a “moral right.” That is, the government had just spent £350 for nothing more than Park’s supposed moral right; a right more than offset by his lack of a legal right, let alone the legal and moral right of the land’s Maori owners to the land. Despite this, officials believed Park had
nobly sacrificed for the public good the larger sum he could have obtained from Kinross, so the government then paid him a further £50, taking the compensation to £400.\(^{1123}\) This is about 10 times what a few unknown Maori had received from Park for the land. This handsome amount impacted on the purchase price to be paid to the land’s real owners, but it was not paid to them, instead going to someone with no legal rights in the land on the grounds that he was going to enter into an invalid sale to a private party. Whether the government proved as willing to recognise the greater “moral right” of the Tauhara hapu during its negotiations is far less apparent.

James MacMurray was another Tapuaeharuru settler who sought similar treatment from the government, approaching McLean in Napier in November 1873 to put his case. He sought compensation for 15 acres he claimed to have purchased, land that also took in what was known as the Crows Nest thermal springs near the Waikato River just down river from the township. Native Department officials believed he was as entitled to payment as Park. In November 1874 it was reported that he had an agreement of sale signed by Poihipi Tukairangi and others (invalid of course), having paid a £10 deposit for the land, but on the basis of his improvements he sought additional compensation. Mitchell managed to induce Poihipi and the others to refund the £10 deposit to the government. On the recommendation of Armed Constabulary Inspector Scannell, a further £40 compensation was paid to MacMurray, meaning that he got £40 for nothing (which was, in law, what he had acquired). Meanwhile, the Tauhara grantees paid £10 to the government for the privilege of selling the land back to it at a rate of two shillings per acre (or £1 10s. for the 15 acres).\(^{1124}\) MacMurray’s moral right was all very well, but scant regard seems to be paid for that of the land’s legal owners.

The Tauhara Middle claim of the Watts brothers of Napier was potentially the biggest confronting the government. The Watts had hired Mitchell to acquire a large area of Tauhara Middle, comprising all of the land above a line drawn across the block a little

\(^{1123}\) Park and Mitchell correspondence, February to August 1874. MA-MLP 1/1905/80. Op cit, pp.2090-2123. See also AJHR, 1875, C-3b.

\(^{1124}\) Mitchell and St John correspondence, March to November 1874. Op cit, pp.2061-2066. See also AJHR, 1875, C-3b.
south of Waipahihi. His huge survey lien was the first lever in this arrangement, which they claimed was complete in all respects but the removal of restrictions before Mitchell and Davis entered the scene for the government. They raised their claim in a letter of August 1873, pointing out that Resident Magistrate Locke had assured them the government had no interest in Tauhara Middle, “at the same time, that private enterprise was more likely to develop the district quicker than that of government.” Perhaps, but a private monopoly on all the land adjacent to the town was unlikely to do any more for settlement than the government’s purchase of it. The Watts’ notion of “private enterprise” consisted of establishing a steamer service on Taupo Moana, provided the government offered them an annual subsidy of hundreds of pounds. They also planned yet another hotel at Tapuaeharuru.

The Watts objected to Mitchell’s “singular proceedings” – dumping their purchase to go and work the same deal for the government – and proposed that, “under the circumstances it is not unfair to ask the government to give us some four or five thousand acres at the price they pay for it – as some reward for the disappointment, trouble, and expense we have been put to.” Again, the government turned to Mitchell for advice when he was the source of the problem rather than its solution. Again, he endorsed the claim of his erstwhile employers and proposed selling them land at cost between Waipahihi and the southern boundary of the government’s intended purchases as this would not interfere with the government’s plans around the township, while also giving them access to thermal areas, main roads, and lakefront. Mitchell claimed the Watts were also engaged in acquiring 7,500 acres of Tauhara North as well as about 12,500 acres of Tauhara Middle, and if not for the supposedly erroneous alienation restrictions they could have completed this purchase before the government even commenced its negotiations. (As noted above, they had lobbied the Tauhara Middle grantees to have the restrictions removed in 1873.) Mitchell reported that the Watts had already spent £265, and taking over their (meaning his) negotiations would, “obviate the opening up anew [of] the
negotiations with the natives and materially hasten the final completion of the purchases to the government.”

The government initially agreed to Mitchell’s suggestion to allocate the considerable area of 5,500 acres in the south of the pending government purchase but as the purchase dragged on the Watts’ deal was subject to the vagaries of political shifts. By late 1879, the Native Minister was John Bryce and he was considerably less concerned with sacrificing the government’s land sales profit for the sake of two speculators. Rather than the “moral right” asserted by his predecessors, he focused on the fact that the Watt’s supposed purchase “does not appear to have been a legal one,” and believed neither he nor the Native Department had the power to carry out the earlier arrangement, so it remained a dead letter. The Watts’ biggest mistake would thus appear to have been one of timing.

With their private clients out of the way, Mitchell and Davis now had a free hand in completing their purchase of Tauhara Middle for the government. Indeed, the first items mentioned in their accounts for the purchase were the compensation paid to Park, and the transfer of “Mitchell’s private negotiations on behalf of Watt Brothers to the Crown with all liabilities incurred thereon.” These liabilities consisted of a sale price of £1,150 for 11,500 acres of Tauhara Middle, being paid at the rate of two shillings per acre. The owners of Tauhara received virtually none of this money in their hands, however, as it was consumed by original survey costs, new survey costs, interest on survey costs, Native Land Court fees, and unspecified “agency fees” relating to Mitchell’s private work for the Watts.

Of the £976 transferred from the Watts deal, the Tauhara Middle grantees had received but £60 (being £10 each). The balance consisted of: £180 in “agency fees”; £56 interest on survey liens, and; £680 for which no details were supplied but which obviously

consisted of the £653 of original survey costs plus what appear to be further survey costs of £27 related to defining the government portion of Tauhara Middle.\textsuperscript{1127} Government officials later complained that Mitchell had, “without the knowledge or consent of the government, stopped from the natives when purchasing the land for the Crown” the sum of £816,\textsuperscript{1128} clearly a reference to the sums above mentioned (although £916 appears to be the actual sum, as had previously been noted by officials; see below).

The total of £1,150 also included £150 paid to the grantees in March 1875. This had previously been agreed at a January 1875 hui with two Tauhara Middle rangatira, which Mitchell and Davis attended. On 12 January, the two agents recorded that they had met Poihipi Tukairangi and Hamuera Takurua about the sale and lease of Tauhara Middle “to arrange the exact boundary of the block for sale and that for lease, the sale to satisfy Mr Mitchell’s survey claim.” The agents “told them” that the boundary would be from the northern limit of Tauhara, “round the base of [Tauhara] hill and on to Ngatere Turua and then to Maunga Namu and from there to Kaiwaka on the Taupo lake.” This was reportedly agreed to. It was evidently some sort of extension of the area required to satisfy the debts imposed on the block as the agents, “told them that £150 would be payable if they agreed to the new boundary.” They needed £50 of this advanced immediately and thereupon agreed.\textsuperscript{1129} The boundary change was later challenged by another owner representative when Native Minister Pollen was at Tapuaeharuru in 1877, as it had been set by a committee of owners, not just two of them at a secret meeting. The boundary was not altered (see below). One of Mitchell’s goals with the boundary change was probably to secure the desirable hot springs on Waipahihi Stream, which Mitchell wished the government to allocate to his former employers, the Watts brothers, at a knock-down price to further compensate them for the loss of their negotiations when the government took over. His scheme was thwarted by the insistence of other Tauhara

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\textsuperscript{1127} Mitchell Cash Book, p.50 and p.129. See also Native Land Purchase Department Ledger. MA-MLP 7/3, p.90. National Archives.
\textsuperscript{1128} Sheridan minute, 24 June 1887, on Mitchell to Minister of Lands, 1 June 1887. MA-MLP 1/1187/185. Rose Documents, p.1528.
\textsuperscript{1129} Notes on Tauhara Middle Purchase, 12 January 1875. MA-MLP 1/1902/17. National Archives. Supporting Documents.
owners on making this area a reserve. Even so, the government still secured several thousand acres more at Tauhara Middle than it had actually paid for (see below).

The pre-eminence of survey costs as a factor in the alienation of this most valuable part of Tauhara (taking in the thermal areas and the land closest to main roads and the growing township), was openly acknowledged. Mitchell referred to the costs in 1887 when he tried to acquire the Tauhara land promised to the Watts (by then deceased), on the ground that he had refunded to them the survey costs that were behind the 1873 agreement of the grantees to sell. As he said, “the owners set apart a portion of the land in settlement of the costs of survey.”

This was also noted at the outset of negotiations, with Mitchell recalling that, “it was determined to sell a portion of the block to meet the cost of survey and for other purposes.” Werewere told Native Minister Pollen in 1877 more bluntly that, “a portion of the block was taken for the cost of survey.” The costs of survey were also noted by the grantees in the Native Land Court when the Crown’s portion was cut out of Tauhara Middle in December 1880. Poihipi Tukairangi told the court that the sale, “was for payment of surveys of Tauhara Middle block.”

According to Mitchell, the Watts’ deal was complete in all respects but that of removing the restrictions on alienation, so there should not have been a great deal of work to do. Despite this, it took them six more years to complete their part-purchase of Tauhara Middle, comprising 11,500 acres. Despite only paying for 11,500 acres at two shillings per acre, the government surveyed for itself a total of 14,050 acres. Even after accounting for the Nukuhau–Tapuaeharuru township block and the small Maori reserves, this is still several thousand acres more than the government was entitled to. The original

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1130 Mitchell to Minister of Lands, 1 June 1887. MA-MLP 1/1187/185. Rose Documents, p.1530.  
1132 Te Waka Maori, 8 May 1877, pp.114-122.  
1133 Taupo Native Land Court Minute Book No. 2, p.47.  
court order was acknowledged to relate to only 11,594 acres,\textsuperscript{1135} so it is unclear how the block was enlarged by the time it was finally proclaimed as Crown land in 1881.\textsuperscript{1136}

One possibility is that the owners were charged the cost of the compensation paid to Park and this cost was recouped by the government in land. Certainly, Park’s initial compensation of £350 (but not the additional £50) was included in the total purchase price claimed to have been paid by the government, which may have been used to justify increasing the land taken.\textsuperscript{1137} In any case, the owners do not appear to have been paid for all the land that was claimed by the Crown. Another possibility was raised by Werewere\textsuperscript{1138} with Native Minister Pollen in 1877, namely that Davis simply extended the boundaries of the government piece to suit his understanding of how much the government was entitled to. This was done over the top of Maori protests, and after the owners had agreed amongst themselves what land the government was to have:

A committee consisting of Pohipi and others defined the boundary of the piece. Mr C. O. Davis then increased the size of this bit of land, and afterwards extended the boundary still farther to Te Awamatemate, running a line from thence to Maunganamu. No one consented to this, and we now desire that this arrangement be upset, for we are constantly disputing with the Land Purchase Agents about this and other matters.\textsuperscript{1139}

Werewere said the owners wished to amend the boundaries back to what had been agreed; “that piece extending to Te Tuahu and the Ti; that is the boundary agreed upon by the committee.” He also wanted to withdraw the interests of the minors from the sale, probably because they had complicated the completion of the transaction. Pollen simply ignored the boundary protest.

\textsuperscript{1135} As noted by Native Land Purchase Department Under-Secretary Gill, 4 April 1878. MA-MLP 1/1905/80. Rose Documents, p.1995.
\textsuperscript{1136} Tauhara Block History Report, p.1302. CFRT, June 2004.
\textsuperscript{1137} Mitchell Cash Book. MA 7/19, p.50. National Archives.
\textsuperscript{1138} It is not clear from the sources if this is the famed tohunga Werewere Rangipumamao, or his son Aperahama Werewere.
\textsuperscript{1139} \textit{Te Waka Maori}, 8 May 1877, pp.114-122.
The tardiness and sloppiness of the Tauhara Middle negotiations of Mitchell and Davis was soon a cause for official concern and by the end of 1873 there was pressure on them to complete the negotiations they had commenced before any fresh deals were entered into. Mitchell and Davis were by this time spread hopelessly thin, entering numerous deals involving complex overlapping hapu interests over an area extending from Taupo to Maketu. Completion of the Tauhara Middle purchase appeared relatively simple, as it had already been through the Native Land Court and the grantees identified. The matter of restrictions on alienation was of no import to the government, which deemed these not to apply to purchases in which it, as the body responsible for removing such restrictions, was engaged. However, all grantees still needed to sign the deed in order to obviate further partitions and surveys, but the difficulty at Tauhara was that minors were on the title. Their interests could be acquired, but trustees had to be appointed, which required the involvement of the Native Land Court, which the government had excluded from the district. That is, the government was hoisted by its own petard.

Poihipi Tukairangi and his fellow grantees did not seem aware of the intricacies of the restrictions; they just wanted them removed, and petitioned the Governor to this effect in May 1874. They wanted to complete the transactions they had entered into and believed that everything – including, most importantly, the establishment of their township – was held up by the restrictions. Mitchell and Davis also maintained that this was all that was preventing them completing the purchase, and legalising the lease, reporting in November 1874 that all that was required was that the Governor sign the Tauhara deed, thereby removing the restrictions. The grantees could then sign the deed and the purchase would be complete. This was arranged in Wellington, and the signed deed returned to the pair in January 1875.

Despite the Governor’s co-operation, progress was still not apparent through 1875, probably due to Mitchell and Davis being too preoccupied with their many other dealings

1140 Rose, pp.76-80.
1141 Poihipi Tukairangi and others to Governor, 14 March 1874. MA-MLP 1/1905/80. Rose Documents, pp.2087-2088.
to make much progress with Tauhara Middle, even though there was far less opposition
to government purchasing at Taupo as compared with the Rotorua district. In addition,
the difficulties caused by the succession orders and presence of minors on the title proved
difficult to overcome. As noted earlier, they made placatory payments totalling £80 in
March 1875 that were charged against the Tauhara Middle lease. At the same time, a
further £150 was paid for the Tauhara Middle purchase.\textsuperscript{1143} Shortly after this payment,
Davis took a leave of absence and wrote to Mitchell to outline the more pressing tasks
left for him. Amongst these was the surveying of the Tauhara Middle purchase and
identifying the Tauhara Middle reserves, including the areas reserved from the remaining
leased portion.\textsuperscript{1144}

He did not mention the difficulties of the minors on the title, but did raise these on his
return from leave, when no further progress had been made. In a memorandum of July
1875, Davis and Mitchell set out the problem caused by the appointment of nine minors
as successors to Maniapoto’s share, and urged that either a Native Land Court should sit
to resolve the issue (removing the minors and appointing new successors) or the
government should legislate to enable the interests of the minors to be more readily
acquired. The government did not seem overly concerned at their protests and left them
to “stand over for the present.”\textsuperscript{1145}

Mitchell and Davis claimed to have completed the Tauhara Middle purchase in
September 1875 (when Oruanui and Tauhara North blocks were also finalised), when
Davis returned the deed with a memorandum outlining the situation. He did not explicitly
explain the delay in closing the deal, but did note that what he considered to be the £21
balance of the purchase money was being, “held over till we are satisfied that the legal
difficulties have been removed, in the way of succession, etc.”\textsuperscript{1146} An attempt was made
to clarify the purchase payments, implying that the £150 paid in March 1875 represented

\textsuperscript{1143} MA-MLP 7/3, p.90, and MA-MLP 7/19, p.50.
\textsuperscript{1144} Davis to Mitchell, 19 April 1875. MS 32, folder 241. Rose Documents, pp.316-317.
\textsuperscript{1145} Mitchell and Davis memorandum, 8 July 1875. MA-MLP 1/1875/282. Op cit, pp.1026-1032.
\textsuperscript{1146} Davis memorandum, 6 September 1875. MA-MLP 1/1905/80. Op cit, p.2069.
all the money owing. Despite this, a further £24 was paid over to the grantees in May 1876 before further payments were made in 1879 (see below).

The September 1875 report alarmed Wellington officials, who observed how much money had gone to people other than the grantees, including £450 to Park and MacMurray as well as £916 that was retained by Mitchell as a result of his previous private dealings on behalf of the Watts. Native Land Purchase Department Under-Secretary Gill worried that this was, “a matter that might bring serious charges against the Native office,” and noted that had he been aware of these details when Mitchell’s vouchers had first come in for payment, “they would have been referred back for further information.” The vouchers did not reveal Mitchell’s interest in the payment being made. Gill was also concerned that Mitchell was claiming £80 more for surveying work that post-dated his employment as a government official, in addition to the existing £653 survey debt, plus interest.1147

Mounting official concern at the purchase practices of Mitchell and Davis led, as is noted elsewhere, to the suspension of all their operations as of 31 May 1876.1148 On the very same day (but before word could have reached them), a further £24 was paid to the Tauhara grantees towards the Tauhara Middle purchase,1149 even though it had been claimed that the deed was complete as of September 1875. This payment followed a large hui with government ministers at Tapuaeharuru, the food for which appeared to be charged to the Tauhara Middle lease, as was the cost of a cart given to Poihipi Tukairangi (see above). Mair was involved, and noted that Mitchell required him to make the payments, consisting of £21 to the six grantees (£3 10s. each), as well as £3 for court fees. The “flour and sugar supplied to Poihipi and Hamuera Takurua” that was charged to the Tauhara Middle lease did not relate to the 1876 hui but, in a retrospective adjustment of Mitchell’s accounts, related to the big hui of September and October 1875.1150 This

1148 Rose, pp.175-178.
1149 MA-MLP 7/3, p.90, and MA-MLP 7/19, p.50.
was an pan-iwi hui relating to western Taupo and Kingitanga issues, and in no way related to the Tauhara lease, other than the fact that Poihipi Tukairangi, lacking the rental income to pay for such provisions, probably asked Mitchell to charge it against the overdue rents.

The difficulty posed by the minors on the title was also raised at the 1876 hui. According to a subsequent report, Mitchell advised the Tauhara grantees to have trustees appointed by the Native Land Court, or to have their interests identified and separated out of the block. He claimed that Maori failed to “fix unanimously upon one or two persons as guardians,” although it would have made no difference if they had as the Native Land Court was still barred from sitting.\textsuperscript{1151}

The purchase then went into abeyance for a time, the focus of the Tauhara people being on legalising their lease through the Native Land Court so that they could obtain their long-deferred rent. The purchase was considered to be essentially complete, so there was little to be gained in that quarter. The lifting of the suspension of the Native Land Court in February 1877, and the sitting of the Native Land Court at Tapuaeharuru in August 1877 led, as noted above, to the appointment of trustees for the minors and what was hoped to be the formalising and conclusion of Tauhara Middle dealings. The Tauhara Middle purchase was apparently deemed to be complete, even though title to the area was not formally issued to the Crown by the Native Land Court until December 1880, whereupon the block was dubbed Tauhara Middle No. 1.\textsuperscript{1152} The delay was due largely to the complex legal requirements of the Maori Real Estate Management Act 1867 regarding the appointment of trustees, and a certain amount of bureaucratic confusion over the dates and nature of various Native Land Court orders.\textsuperscript{1153} These complexities were simply and retrospectively overridden by the Maori Real Estate Management Act 1877, which allowed the trustees appointed for minors to sell their interests, with special provision to facilitate government purchases.

\begin{itemize}
  \item \textsuperscript{1151} Mitchell, Rotorua, to Native Department Under-Secretary, 30 June 1877. AJHR, G-7, pp.10-13.
  \item \textsuperscript{1152} Taupo Native Land Court Minute Book No. 2, p.49.
  \item \textsuperscript{1153} See correspondence from 1877-1879. MA-MLP 1/1905/80. Rose Documents, pp.1959-1996.
\end{itemize}
Evidently frustrated officials observed in 1879 that, “the Tauhara Middle purchase has been under reference many times, its present position has little altered since 1873.”\textsuperscript{1154} The deed was finally completed and forwarded by Mitchell to the government in August 1879, “together with a document signed by certain minors.” The latter was, he explained, “executed to lay that question at rest as it had long delayed the satisfactory settlement of this purchase and threatened to prolong indefinitely final completion.”\textsuperscript{1155} It is presumed that it was not in fact the minors who had signed, but their trustees, although Mitchell does not make that clear. The only document attached was dated April 1879 and referred not to the purchase, but to the lease of Tauhara Middle. Nonetheless, Mitchell appeared to believe this was sufficient.\textsuperscript{1156}

Something was resolved in April 1879 regarding the interests of the minors, as a further payment of £50 in April 1879 was added to the Tauhara Middle purchase account, having been paid for the shares of the minors. This payment appears somewhat informal, with no report relating to it from Mitchell on the file. In addition, it was not included in the total purchase price; the £1,150 to be paid to Maori had already been paid, so this final payment of £50 should have increased the total to £1,200. Nonetheless, the accounting record stubbornly registered the total as £1,150.\textsuperscript{1157} At about the same time, 22 April 1879, a further payment was made that was set against the Tauhara Middle purchase, this being £36 8s. 6d. paid to the local hotelier Noble for food, presumably food supplied to the Tauhara people. Again, no records relating to this payment have been located.\textsuperscript{1158}

The deed and plan of the government’s acquisitions at Opepe (390 acres) and Tauhara Middle No. 1 (14,050 acres) were finally forwarded to the Native Land Purchase Department by the Chief Surveyor in March 1881, which moved to finally proclaim the

\textsuperscript{1155} Mitchell to Gill, 13 August 1879. Op cit, p.1935.
\textsuperscript{1156} Wi Maihi Maniapoto and others to Mitchell, 9 April 1879. Enclosed with ibid. Op cit, pp.1936-1939.
\textsuperscript{1157} Mitchell Cash Book. MA-MLP 7/19, p.50.
\textsuperscript{1158} Native Land Purchase Department Accounts Ledger. MA-MLP 7/3, p.90.
land as Crown land in April 1881.\textsuperscript{1159} This triggered a further demand from Mitchell for surveying costs. He appears to have surveyed the government’s purchase so in addition to garnering over £700 for the Tauhara Middle surveys that led directly to the loss of 14,050 acres of land, he was paid a further £184 in May 1881. To add insult to injury, he and Davis later settled his claims for unpaid commissions and bonuses for his land purchasing work, and in February 1885 they were paid a further £47 11s. 1d.\textsuperscript{1160} Everyone, it seemed, did well out of their Tauhara dealings: Park, MacMurray, Mitchell, and Davis, all of whom were paid large sums. The government also acquired a large area of land at the minimal price of two shillings per acre. Everyone seems to have profited by their Tauhara dealings, everyone except the owners of the land.

The purchase deed itself may have been completed, but the matter of reserves was far from over. A marginal note on Mitchell’s letter notes that the deed he had sent was despatched to the Lands Department on 18 June 1936.\textsuperscript{1161} This was with reference to an inquiry into an un-granted reserve at Wharewaka long sought by Tauhara hapu; a matter addressed in other evidence.

\textbf{4.7.7 Tauhara Middle and Tapuaeharuru Township Reserves}

The Nukuhau–Tapuaeharuru purchase deed does not mention reserves, but there is ample evidence that a small reserve was excepted from the block by the Maori vendors. There were also reserves made from the wider Tauhara Middle No. 1 government purchase, which took in the Tapuaeharuru area. Finally, there were reserves made from the balance of Tauhara Middle, which was under lease to the government, even though the government sought to transform that lease into a purchase. There are serious difficulties surrounding all three classes of reserves, including the government’s failure to even make some reserves and its insistence on reducing what reserves it would admit to areas so small that they offered no more than subsistence living. It was in fact the government’s stated intention to reduce such reserves to the minimum needed for actual occupation and

\textsuperscript{1159} Auckland Chief Surveyor to Native Land Purchase Department Under-Secretary , 8 March 1881, and Gill to Sheridan, 10 and 16 April 1881. MA-MLP 1/1905/80. Rose Documents, pp.1906-1910.

\textsuperscript{1160} Native Land Purchase Department Accounts Ledger. MA-MLP 7/3, p.90.
cultivation; there was to be no room on the government’s Tauhara block for Maori development.

Two of the Tauhara Middle No. 1 reserves – Wharewaka and Parakiri – subsequently became the focus of extensive protest in the twentieth century. This is addressed in other evidence, but as there is some evidence relating to these reserves in the period covered by this report, they are also discussed here. Despite the Nukuhau–Tapuaeharuru deed not mentioning a reserve, the Parakiri reserve was raised by the grantees in the Native Land Court at the time title was being issued in December 1880. As the government’s title appears to be based on the court’s award, rather than the bare deeds, the court record of the reserve is more significant than the deed’s omission of them. The government’s native land purchase officer, Mitchell, was present at court and on 9 and 10 December 1880 when the government’s numerous claims were being awarded title, and raised no challenge to the reserves.\textsuperscript{1162}

When the government’s claim to Tauhara Middle was heard on 9 December 1880, Poihipi Tukairangi referred to the sale of the Tapuaeharuru township and Opepe blocks, as well as to the subsequent Tauhara Middle No. 1 purchase. He did not refer to any reserves, but another grantee, Maihi Maniapoto, did:

\begin{quote}
Waipahihi is a reserve in the sold part at Tapuaeharuru containing 146 acres; at Wharewaka 6 acres 1 rood 2 perches; at Wharepatuwi, 75 acres. The sale of the pieces mentioned by me with the exception of the reserves has been completed. There is a reserve of 2 acres to be made to Poihipi Tukairangi called Parakiri at the mouth of the lake.\textsuperscript{1163}
\end{quote}

Mitchell said nothing. The following day the court awarded title to Tauhara Middle No. 1 to the Crown, a block that took in the Tapuaeharuru township as well as adjacent land acquired subsequently to a total of 11,000 acres “more or less,” as shown on a plan, presumably excluding any reserves. The plan has not been sighted during research for

\textsuperscript{1161} Mitchell to Gill, 13 August 1879, MA-MLP 1/1905/80. Rose Documents, p.1935.  
\textsuperscript{1162} Taupo Native Land Court Minute Book No. 2, pp.45-49.  
\textsuperscript{1163} Op cit, pp.47-48.
this report, but although three of the reserves were excluded from the government’s acquisition, Parakiri was not. Neither the government nor the court explicitly rejected the Maori claim to Parakiri, which Poihipi Tukairangi and Wi Maihi could well have taken as acceptance of their claims. However, officials reviewing the claims later made for Parakiri referred only to the court’s award and, as it did not explicitly exclude Parakiri, the reserve was deemed to be non-existent.

The Tauhara Middle No. 1 reserves had been noted prior to being raised in court and, given the precise acreages given by Maihi Maniapoto for Wharewaka, they also appear to have been surveyed before 1880. District Officer Gilbert Mair reported on some of the reserves in 1877, but supplied radically different figures for their areas. This was due to the reserves not yet having been surveyed, as he noted, so their acreage would not have been known. As of October 1877, he was aware of the following “permanent native reserves” within Tauhara Middle No. 1:

- Tauhara maunga 100 acres
- Waipahihī 60 acres
- Wharewaka 20 acres
- [Whare]Patuiwi 50 acres

While some of the variation in acreage could be ascribed to inaccurate estimates prior to surveys, this could not be said to apply to the Wharewaka reserve, which is reduced by two-thirds by the time title is awarded in 1880 (from 20 acres to just 6 acres) whereas the other two Tapuaeharuru reserves are increased when surveyed. Mitchell had long been aware of the Wharewaka and Waipahihī reserves, including them on a sketch map of Tauhara Middle he drew in 1874, when he sought to ensure that the two reserves were excluded from land that he proposed be allocated to the Watt brothers (see above).  

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1164 District Officer Mair, Rotorua, to Native Department Under-Secretary, 16 October 1877. Appendices to the Journals of the Legislative Council, 1877, No.10, p.4.
• **Parakiri Reserve**

Critically, the small but highly valuable Parakiri reserve, right in the township by the Waikato River outlet, is missing from Mair’s list, and was also not marked on Mitchell’s sketch map of Tauhara Middle No. 1. It remained missing from most official records, and its existence has been constantly denied by officials ever since Maori claims to the land were raised. Mitchell had little knowledge of the township deed (it predating his appointment) nor any need to mark a reserve there even had he known of it, but Poihipi Tukairangi was certain that it was there, and raised the issue as soon as he became aware his reserve was being trespassed on by Pakeha.

Poihipi wrote to Native Department Under-Secretary Clarke in March 1877, care of District Officer Gilbert Mair. As Mair put it:

> Poihipi Tukairangi desired me to represent to the government that Europeans are anxious to erect buildings on the land he reserved for himself and tribe, that he has never parted with the land, and has no wish to do so, but Europeans tell him he has no claim to it.\(^\text{1166}\)

The piece is obviously that referred to by Wi Maihi Maniapoto in the Native Land Court in 1880, although Mair estimated it to comprise three acres rather than the two noted by Wi Maihi. Evidence from a 1940 court case indicated the reserve comprised 5 1/2 acres.\(^\text{1167}\) Mair noted that it was, “in rather an important place, being the most suitable landing, also the crossing place [of the Waikato].”

He enclosed a sketch which showed Parakiri to be a very strategic site indeed, which was perhaps why Poihipi Tukairangi had reserved it. It consisted of the small peninsula at the lake outlet, fronting on to the lake and the river, which curved around it. Parakiri was clearly chosen for its customary significance, the inland boundary being a line from a

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\(^{1165}\) Mitchell sketch map of Tauhara Middle, with N&D 74/4044. MA-MLP 1/1905/80. Rose Documents, p.1546.

\(^{1166}\) Mair minute, 30 March 1877, on Poihipi Tukairangi to Clarke, 29 March 1877 (not translated). Op cit, pp.2026-2027.

point called Tapuaeharuru on the lakefront to a point called Mahurangi on the river bank. This was the land that gave the town its name, until Taupo proved more palatable to the Pakeha tongue than the (literally) more resonant Tapuaeharuru. A house and several graves were also marked on the plan. The boundary line was marked on the plan as “surveyed by Mr Locke,” indicating it had some official status. Parakiri was opposite the Tapuaeharuru or Nukuhau pa, and as Mair noted this was where those travelling from Oruanui (and beyond) crossed the Waikato River to get to the town.\textsuperscript{1168}

Locke responded promptly by telegram:

\begin{quote}
Poihipi has no right whatever to a reserve at outlet of Taupo lake, but a promise was made that a public reserve should be kept open there, the boundaries of which is[sic] shown on plan and marked off on the ground.\textsuperscript{1169}
\end{quote}

This raises more issues than it disposes of. Were it a reserve for public purposes as Locke claimed, there would have been no need to mark it off in such a way when the purchase was made, particularly as it is adjacent to the government reserve on which the school, courthouse, redoubt, and telegraph station were erected. Nor would the boundary of a public reserve need to be drawn so precisely from two points bearing Maori place names.

Mitchell also filed a response to this matter, with a very rough sketch showing what he claimed to be the “outlet reserve.” This was a substantially different piece from Parakiri, being considerably larger. Perhaps this was the reserve for public purposes referred to by Locke, taking in all the government land within the township site (such as the sites for the reboubt and courthouse). Parakiri was but a portion of that, a portion clearly surveyed off and delineated from the adjacent government land, and Poihipi Tukairangi’s letter explains why this was so.

\begin{footnotes}
\item[1168] Sketch plan attached to ibid.
\item[1169] Locke telegram, 6 May 1877. Op cit, p.2024.
\end{footnotes}
However, Mitchell’s denial of the existence of Parakiri adopted similar reasoning to the caution raised by Mair; this was valuable land required for public purposes, being the best landing place (part of which is still a marina to this day). It was thus “a place of importance,” particularly for the steamer *Victoria*, then plying the lake, and an anchorage was marked beside Poihipi’s plan of Parakiri. Obviously, shipping and waka had been using Parakiri since 1870 without interruption by Poihipi Tukairangi and his hapu. Moreover, travellers had been using the track through Parakiri to get across the river and head north, again without interruption. Poihipi Tukairangi may have been content to let Pakeha and other manuhiri cross his land, but that did not mean they had his permission to build on it or permanently occupy it without regard for his rights, or his wahi tapu.

Mitchell believed there were “only two courses open for the settlement of the dispute.” One was to maintain the land as public reserve, which was what Locke asserted it was. Presumably, this would enable the government to restrict building activity on the land, thus placating Poihipi but without actually acknowledging his rights, while also ensuring the existing public access across the land to continue. Mitchell pointed out that the only structures on Parakiri at present were a hut used as a storeroom by the owners of the *Victoria*, an outhouse (toilet) also used by them, and a “dismantled cutter” on the beach. The second course put forward by Mitchell was, “to re-open the question at a meeting of the principal Taupo chiefs with the view of effecting a compromise.” Mitchell favoured this strategy, and suggested calling such a hui during the August 1877 Native Land Court sitting, when the rangatira would be present, including those involved in the 1870 Nukuhau–Tapuaeharuru sale.1170

What neither Mitchell nor Locke appear to have been aware of was other Maori use of Parakiri not long before it was reserved. It was to be the site of a flour mill for the Nukuhau–Tapuaeharuru pa, as was observed by Herbert Meade in January 1865. The heavy mill stones and the costly mill machinery were dragged to Parakiri, “with infinite labour and perseverance,” but the mill itself was never built, apparently due to lack of funds in the disturbed and isolating post-war years. These mill stones were sketched by
Meade. Poihipi’s niece, Ngahuia Ripeka, born in 1857 and still alive to give testimony in 1940, recalled that the flour mill was eventually built on Parakiri by the time the Armed Constabulary were established nearby in 1869–1870. Following the government’s denial of Poihipi Tukairangi’s rights to Parakiri, he and his hapu continued to live on and utilise the land, as did the Armed Constabulary and other locals. Nonetheless, there were limits to local tolerance of use of the land. Shortly after the government rejected Ihakara’s claim to the land, a government surveyor laying out town allotments and surveying government land around Tapuaeharuru and Taupo (including Opepe) was forced to halt work due to Maori opposition. He reported that he could not even survey two acres around the school house at Tapuaeharuru. His superiors thought it unlikely that they would allow him to do so because the day before they had also stopped him while he was surveying the river bank “on government land.” As far as Maori were concerned, it was not government land.

Poihipi’s niece, Ngahuia, later recalled that he in lived on Parakiri, in a house near a line of gum trees that were still standing in 1940, and that there were also other houses there. Poihipi also lived at times across the river in the Hikuwai, Te Rangi tau Kiwahao, and Nukuhau pa. Poihipi’s house was an old one, “built like an old Maori whare,” but it stood for some time and after his death in the 1880s his children continued to live there. Ngahuia noted that the last person to occupy it was a telegraphist who would have worked in the nearby telegraph station. The hotelier Noble also occupied the house (or more likely another house on the same site), and later the Stubbing family.

Ngahuia was also aware of the urupa on Parakiri (as marked on Mair’s sketch map), adding that, “there are not now any signs of burial places. The Pakeha have defaced the place with their roads.” Before 1940, a Pakeha house was built on the urupa. Jessie

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Stubbing (née Noble) had lived at Parakiri as a child, so was less certain about any urupa, “but there was a mound of stones a little down from the house… made of puriri and stones. About three feet high.”

Wi Maihi’s son, Tupara Maniapoto, was a young boy in the 1880s living not far away at Waipahihi, and he remembered Poihipi’s old house at Parakiri and a number of other “little whare” on the land. He too remembered Noble living there, and then his son-in-law, Fred Stubbing living there afterwards. He was also aware that Wi Maihi had said in the Native Land Court (in 1880) that Parakiri was to be a reserve for the hapu. Wi Maihi, also referred to Parakiri in the Native Land Court in 1886, saying it was a plantation at the outlet of the Waikato River, “a cultivation for potatoes and kumara.” He said the tupuna Kurupae and Takurua, father of Hamuera Takurua, were then the “owner[s],” adding that:

> It was arranged at time Mr Locke made arrangements about township that a reserve should be made at Parakiri, but I can’t say if it was ever done. Te Popoki, Hamuera, Mere Hapi, and myself made the arrangements about this reserve.\(^{1174}\)

Ihakara Kahuao’s son-in-law, Arama Karaka (who acted for his matua from the early 1880s after Ihakara suffered a stroke and was reluctant to speak in public), referred to the pa occupied by Ihakara and his hapu at Parakiri when other parts of Tauhara Middle were being sub-divided. He observed, “they had a settlement at Taupo within the piece of the Taupo township.”\(^{1175}\) Jessie Stubbing recalled in 1940 that “Whata Rewhiti” had a kumara patch on Parakiri.\(^{1176}\)

The public use of the land was recalled in 1940, although Poihipi had not objected to this when he still believed the land to be a reserve for his hapu. It was the attempts of private

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\(^{1173}\) Native Department to Surveyor-General, 4 December 1877, and Auckland Chief Surveyor to Assistant Surveyor-General, 5 December 1877. LS 1170. Inwards correspondence register entries. File not extant.

\(^{1174}\) Taupo Native Land Court Minute Book No. 6, p.34.

\(^{1175}\) Taupo Native Land Court Minute Book No. 5, p.392.

individuals to build on the land that provoked his first written protest in 1877. Jessie Stubbing observed that wagons going to and from Waikato regularly passed across Parakiri. An old Armed Constabulary veteran, William Strew, recalled Parakiri in the latter 1870s and 1880s, albeit rather inconsistently and he contradicted most other witnesses on some points. Despite other witnesses recalling Maori occupation of Parakiri, Strew asserted there were none there in his time. He also claimed Parakiri was an Armed Constabulary reserve and was fenced in and used by them to run horses on, and that they put a messroom on it. This indicates some confusion about what land was at issue, as the mess room would not have been on the area claimed by Poihipi, this being some distance from the redoubt and barracks atop the low cliff by the riverbank, beyond Parakiri. Strew said it was he who built the outhouse on the land, this being the only structure on Parakiri when Mair drew his map in 1877. Strew also said the land was used by many other settlers and was looked on as public land, but this was not inconsistent with Poihipi’s claim as the land had been shared with others even before the township was established. It might be noted that Strew had Maori children, presumably by a local Maori wife, and that this could explain his being allowed to build on the land.

The aged Te Rangi Tahau raised the Parakiri issue in the Native Land Court in April 1897, saying, “it is only the Europeans who receive a benefit from [Parakiri].” The minutes record that, “court explains,” but the explanation was not recorded. Whatever it was, it proved unsatisfactory as the claims to Parakiri would not stop.

After Poihipi Tukairangi’s death, Ihakara Kahuao took up the Parakiri issue, writing to the Native Land Court in June 1900, a few years before his own death, which the extremely old rangatira already foresaw: “I am very old and near death.” He recalled that he and Poihipi had permitted use of Parakiri “as a shipping harbour,” but in the mid-1870s they were upset to find that Parakiri, “had been fenced by the government, I object to that fence. … This has not been acquired by the government.” Nonetheless, Ihakara offered to sell Parakiri to the government, perhaps considering any claim for the return of

1177 Ibid.
1178 Taupo Native Land Court Minute Book No. 11, p.131.
the land to be hopeless. One of the Grace brothers, then working for the government, advised the Native Land Purchase Department that Ihakara’s letter was actually “the production of a shrewd young half-caste relatives – the old man probably never saw it.” That was considered a sufficient response, along with an assertion some months later that the land was a public reserve, not a native reserve.  

The many subsequent protests in the twentieth century regarding Parakiri are taken up in other evidence.

While the land’s owners were consistently denied the reserve they sought at Parakiri, across the river at the Nukuhau kainga there was no difficulty in finding a ‘reserve’ for someone with no rightful claim to the land. During the Tauponuiatia hearings, Henry Mitchell’s eight-year-old Maori son, Taiporutu Mitere (Tai Mitchell), was awarded Rangatira No. 6 of 50 acres, with Mitchell as trustee, as well as 100 acres of land in eastern Rangatira, to be known as Nukuhau. The rather more questionable trustee appointed in the latter case was the local hotelier, Thomas Noble. When Mitchell later came of age, Nukuhau was sold to Noble at the knock-down price of £150 (this being valuable land adjacent to the township). Tai Mitchell had no customary claim to Taupo land – being the son of a Ngati Pikiao mother – but the Native Land Court did nothing to investigate the basis of these orders, which amounted to the alienation of this valuable kainga from its owners.

The Mitchell awards were of course related to survey debts, but using his Maori son to secure the title was obviously simpler than the process of securing a lien on the land and then partitioning it out. (Just to be sure, Mitchell’s partner Clayton also secured survey liens of £6 1s 3d. and £9 7s. 6d. for the subdivisional surveys of Rangatira No. 6 and

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1179 Ihakara Kahuao to Native Land Court Registrar, 10 June 1900, and minutes thereon. NLP 1900/54, with MA-MLP 1/1905/80. Supporting Documents.
1180 Taupo Native Land Court Minute Book No. 5, p.10.
1181 Taupo Native Land Court Minute Book No. 4, p.160.
1182 Nukuhau Block History Report, CFRT, June 2004.
The owners of Rangatira were quite open about the tactics of Mitchell and Noble, writing that, “we gave away a portion of this block to the government surveyors and private individuals in settlement of the difficulties connected therewith.” In all, 3,030 acres of Rangatira’s 10,000 acres were lost in this way. The owners of the residue sought to impose restrictions on alienation in order to preserve what remained but their attempts were in vain.\footnote{Chief Surveyor to Surveyor-General, 11 April 1894. Op cit, p.2160.}

**Tauhara Middle No. 1 Reserves**

The next class of reserves were those made in Tauhara Middle No. 1, the land transferred to the Watts in about 1872, and then to the government in 1873, to clear survey costs and finally awarded to the Crown by the Native Land Court in 1880. As noted earlier, there were initially three reserves sought by the grantees from this area; Waipahihi, Wharewaka, and Patuiwi. Unlike Parakiri, these three reserves were marked on the plan before the Native Land Court in 1880, were excluded from the Crown’s Tauhara Middle No. 1 title, and were separately surveyed as native land (on the plans ML 4214, 4215, and 4216). However, title was only issued for two of them in 1881; Waipahihi and Patuiwi.\footnote{Iharaira Te Puke and 23 others to Ballance, 31 March 1886. Op cit, pp.2210-2216.}

As with Parakiri, the surveyed and claimed, but ungranted, Wharewaka reserve became the focus of many petitions and protests from Taupo Maori, particularly in the twentieth century. As noted earlier, Wharewaka was thought to comprise an area of about 20 acres when Mair reported on its reserve status in 1877, but it had been reduced to 6 acres by the time it was surveyed and noted by the Native Land Court in 1880, probably as a result of Mitchell pressing Maori to reduce its extent. This sort of reduction of reserves was consistent with the policy Davis sought to implement in his Tauhara dealings. Wharewaka was later described by several Tauhara Maori in 1886 as a kainga that was used as a base for fishing and also an area that was cultivated and occupied permanently.\footnote{Tauhara Block History Report, pp.1304-1308. CFRT, June 2004.}

\footnote{See, for instance, Taupo Native Land Court Minute Book No. 5, p.392 and p.402, and No. 6, pp.31-33.}
Native Land Court Judge Scannell referred directly to the Wharewaka reserve of 6 acres 1 rood 2 perches when issuing his judgement on the 1886 subdivision of the remnant of Tauhara Middle. Scannell was a long-term resident of Tapuaeharuru township who had extensive dealings with Tauhara hapu and he could be expected to be familiar with the state of the government’s land holdings in this district. As in 1880, the Native Land Court was satisfied that Wharewaka had been reserved, and this was not challenged by government witnesses such as Mitchell who were present.

As with Parakiri, the government subsequently adopted the position that while Wharewaka was a reserve, it was a public rather than a native reserve. This was first enunciated in August 1888, when the Native Land Purchase Department advised Scannell that, strictly speaking, none of the Tauhara Middle No. 1 reserves were Maori land, as the native title had been extinguished by the purchase. Subsequently, Patuiwi and Waipahihi were granted to individuals in 1881 under the Government Native Land Purchases Act 1878 (s.4). He added that, “it was then decided not to grant Wharewaka but simply to reserve it under the provisions of the Land Act.” In other words, it was taken from Maori. The twentieth century protests arising from this unilateral change of status are examined in other evidence.

Although the three reserves were surveyed out of the government’s first Tauhara Middle purchase, defining and defending them was no simple matter for the Tauhara hapu. As early as 1875, Davis was seeking to limit the reserves sought by Maori, particularly at Waipahihi. He complained that:

Mr Mitchell, under direction of certain of the grantees, surveyed 100 acres within this block as a native reserve. At the time, I highly disapproved of the land in question being made a reserve, because it included the principal warm water stream within the block, and because the natives did

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1187 Taupo Native Land Court Minute Book No. 6, p.73.
not require the land for cultivation; the Maori idea being as I conjectured the re-leasing of the 100 acres reserve to private speculators. 1189

The government, of course, had exactly the same idea – leasing thermal springs land to private operators – so it is unclear why it was unacceptable for Maori to do likewise. The extent of cultivation on the land is scarcely the issue as the land had thermal resources that were of great customary value, but this was not the last time that Davis and other government agents sought to restrict Tauhara reserves to the bare minimum required for occupation and cultivation. This left no room for their future needs, nor the land they might require to benefit from the growth of settlement on the Tauhara lands allocated to the government. This practice was applied more severely in the surrounding Tauhara Middle lease (see below).

Davis also claimed that Poihipi Tukairangi and unnamed others, “disapprove of the reserve at Waipahihi,” but there is no evidence that this was so. The solution he recommended was that a mere five acres be grudgingly reserved at the mouth of the Waipahihi stream, “as the natives have a small settlement on the shore of the lake, which they use as a fishing station.” 1190

There is no further documentation on the surveying and establishment of the Waipahihi and Patuiwi reserves prior to the Native Land Court excluding them from the surrounding Crown title of Tauhara Middle No. 1 in December 1880. Clearly, Davis’ recommendation was rejected by the Tauhara grantees, particularly as Mitchell had already surveyed out the larger area at Waipahihi. At that time, Patuiwi comprised 75 acres and Waipahihi comprised 146 acres.

It took some time to obtain title to the reserves, and in June 1881, Poihipi Te Kume and others of his hapu wrote from Tapuaeharuru to ask what had become of their title to Patuiwi-o-Tumuheke reserve. He was advised that the title had been issued to the

1190 Ibid.
grantees who were on the Tauhara Middle title. Months later, in October 1881, Lawrence Grace wrote on behalf of Poihipi and his whanau, objecting to the grant having been issued to the Tauhara Middle grantees as:

Te Poihipi Te Kume and his people wish me to point out to you that on reference to former papers you will find that it was owing to the exertions of themselves and their father Reweti Te Kume, that the reserve Te Patuiwi, their old kainga or residence, was cut out of Tauhara Middle block, and that they therefore object to Crown grant issuing as above, and if permitted by government will be glad to submit further reasons for making above objections…

The government simply repeated that the title had been issued to the Tauhara Middle grantees. This was obviously done without reference to those for whom the grantees were acting as hapu kaitiaki, and it certainly was not appropriate to simply award the reserves to the same grantees. Particular hapu had interests in particular parts of Tauhara, and the title to the reserves should have reflected that. Given the fate of the Wharewaka and Parakiri reserves, the people were perhaps lucky that Patuiwi had been granted at all.

From 1883 to 1885 the government took just under two acres of Patuiwi for roading, without paying any compensation. In 1892, just over two acres was taken from Waipahihi for roading. No other transactions affecting the land in the period under review have been located. The fate of the lands in the twentieth century is addressed in other evidence.

- **Tauhara Middle Lease Reserves**
  As noted in the discussion of the government’s Tauhara Middle lease, the matter of the reserves to be excepted from the lease were used, in conjunction with ongoing title complexities, to delay the payment of back rents, and force the Tauhara Middle grantees into a sale of even more of their land. The reserves issue became especially significant as the legal complexities began to be overcome in 1877 and 1878, and the extent of the

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1191 Te Poihipi Te Kume and others to Native Minister, 11 June 1881. MA-MLP 1/1905/80. Supporting Documents.
1192 Grace to Native Land Purchase Department Under-Secretary, 14 October 1881. Op cit.
reserves sought by Tauhara hapu was the subject of official complaint in this period, and thereafter.

The reserves, along with the back rents, were the subject of a three-day hui in March 1877, and on 29 March Mitchell and Mair reported that, “until certain reserves promised within the lease but never defined are laid off it will not be wise to pay in full the sum which government decided to give the natives on account of back rents.” 1194 Not for the last time were the overdue and unpaid rents used to promote the government’s agenda; which was in this case the reduction of the reserves. Despite here acknowledging that reserves had been promised, Mitchell later insisted that there was no provision for reserves in the original lease and that any such reserves were at the government’s discretion. Wellington officials responded promptly to the reserves question, advising that, “care must be taken that the natives doe not absorb all the bush.” 1195

A further report was sent by Mitchell on 31 March 1877, repeating his suggestion with respect to paying the back rent owed:

I would ask authority to pay this but only part now until we agree regarding extent of reserves they want within block for kainga and mahinga [kai], some of the outside owners stand out for much larger reserves than the grantees think necessary and that question will probably be not easy to settle unless the grantees receive the back rents. 1196

After three days arguing the matter, Mitchell seems to have inadvertently slipped into te reo Maori when referring to the reserves, thereby indicating what it was the Tauhara hapu sought; not simply kainga but also mahinga kai. The latter has a considerably broader meaning than simple cultivations, which is what the government sought to restrict the owners to. This writer is scarcely qualified to discuss the wider meaning of mahinga kai, but those with the appropriate expertise have already done so, and

1195 Ormond minute, 29 March 1877. Ibid.
concluded that the phrase took in a wide range of traditional food resources over areas far larger than mere gardens.\textsuperscript{1197}

The 31 March report also indicates Mitchell’s strategy of favouring the views of a few grantees that accorded with his own. Indeed, he only ever mentioned Poihipi Tukairangi in this regard and Poihipi had his own imperatives at the time. He was increasingly desperate to obtain the rents he was owed as he was in need of cash to pay for food consumed at hui and at Native Land Courts as far away as Maketu.\textsuperscript{1198} Perhaps having secured reserv land elsewhere he had less concern for the lease reserves than he did for the need to assuage his hunger. Nonetheless, the other grantees and the wider hapu they represented were less willing to give up their kainga and mahinga kai. In any case, by the time the government responded to Mitchell’s telegrams, the Tauhara people, who had already spent days debating the issue, had departed Tapuaeharuru, “having much work on hand with their wheat and other crops” at Opepe, where he hoped to meet them in a few weeks time.\textsuperscript{1199}

It does not appear that any further hui was held, for Mitchell’s next report of 24 April 1877 was merely a general one, but where it referred to Tauhara Middle, his superiors in Wellington wrote in the margin that before the title could be considered complete, “Mr Mitchell should see that the reserves promised in these blocks are duly made.”\textsuperscript{1200} That begged the question as to what those reserves were; a matter that Tauhara Maori had settled upon but which Mitchell had not.

Given the extent of Maori cultivation and occupation at Opepe, and the value of the bush there to them, it is scarcely surprising that this became a flashpoint when government surveyors started surveying off the government block at Opepe, before the Tauhara reserve there had been even agreed to let alone surveyed. The survey at Opepe in November 1877 was disrupted by Te Rangitahau, who had been absent with Te Kooti

\begin{footnotesize}
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\item[\textsuperscript{1198}] See, for instance, Rose Documents, pp.1915-1932.
\item[\textsuperscript{1199}] Mitchell to Native Land Purchase Department Under-Secretary, 4 April 1877. Op cit, pp.2031-2032.
\item[\textsuperscript{1200}] Mitchell to Native Land Purchase Department Under-Secretary, 24 April 1877. Op cit, pp.2009-2011.
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and the whakarau when the Tauhara Middle title was determined, but who asserted strong rights there. After several disruptions, and the intervention of Mitchell and Davis, the survey was completed in December 1877. By February 1878, the survey of the Tapuaeharuru township allotments and, more significantly, the survey of the Tauhara Middle No. 1 reserves and the lease reserves was reported by the press to be completed.\footnote{Rose, pp.196-197.}

Accordingly, Mitchell submitted a plan of the Tauhara Middle lease to the government in March 1878, marking on the plan a sketch of the reserves sought by the owners.\footnote{This plan is not on file and has not been located.} It was his belief that such reserves should only comprise those deemed “necessary… for cultivation and residence.” By contrast, Maori sought rather more than mere subsistence reserves:

These proposed reservations, if agreed to, would very materially depreciate the value of the lease to government, absorbing as they do the bulk of the forests and the few localities within the block suitable for homesteads.

The agents therefore informed the natives that these proposals could not be entertained, and meeting after meeting was held with the grantees, and those outside the grant, with the object of arriving at some conclusion which would satisfy the majority of the natives concerned, and yet better protect the interests of the public, but the only decision agreed to was that the proposed reserves should be roughly surveyed and sketched on a plan for reference to the government.\footnote{Mitchell to Native Department Under-Secretary, 21 March 1878. MA-MLP 1/1905/80. Rose Documents pp.1998-2004.}

The differing standards applied by the government to the interests of Maori and Pakeha are once again highlighted. As noted earlier, the ‘moral’ rights of speculators had been acknowledged and paid for, at the expense of the legal rights of Maori land owners. Now, Mitchell referred to a mere majority of Maori having to be ‘satisfied,’ whereas the interests of Pakeha were to be actively ‘protected’. The poor quality of much of the open land on Tauhara meant that the more fertile bush areas were the focus of Maori
settlement and land use, as were thermal areas and various lakefront areas beside rivers. Thus, they strived to retain these lands in the face of Mitchell and his ilk, who, as is noted above, privileged the interests of the general public, who were already garnering by far the bulk of the land within the lease, as well as the freehold of Tauhara Middle No. 1 (and Tauhara North).

As the Tauhara grantees were perhaps aware, the terms of the lease left it to the government to “decide absolutely what reserves are to be allowed,” as no reserves were stipulated at the time the lease was agreed to in 1873, nor when it was signed in 1875. Mitchell claimed the credit for agreeing, after Maori “representations” to him, “that sufficient provision be made within the block for native cultivation and residence.” He objected the reserves requested as they “go far beyond that,” and Maori were seeking not to occupy the reserves but to lease “these choice reserves” to Pakeha “at the expense of the original government lease.” Given that the entire balance of the Tauhara Middle block was being leased, adequate reserves were required not simply for subsistence cultivation, but for the present and future needs of the Tauhara hapu. The leasing out of some land to settlers would also assure them of an income stream denied them by the government under its bogus ‘leases’. This was an even more significant requirement in light of the government moves to convert the lease to a purchase.

Mitchell detailed his suspicions about the use to be made of the Tauhara Middle reserves, pointing out that a local sergeant of the Armed Constabulary was (unlike the government) already paying rent for the Motukine reserve (just west of Opepe), while a settler was renting some of the Opepe reserve outside the government block. Both spots had also been occupied informally by Pakeha “squatters” before 1873. He claimed that, “the fact of the natives leasing these places proves that the lands are not immediately required for native use.” Mitchell went on to claim that the Pahautea reserve “has not been occupied for generations and was only visited of late years during the bird season.” The birding season in such a treasured patch of bush was not to be dismissed so lightly. In any case, Mitchell seems to be ignorant of the fact that Pahautea was also an important stop along the route to Hawke’s Bay.
Other reserves were also dismissed by Mitchell as unsuitable for Tauhara hapu. It was, of course, up to them rather than him to determine what was suitable, but the terms of the government lease did not permit them this right, nor ensure that their interests were protected. In Mitchell’s opinion, Waitahanui contained “a large swamp of no use for native residence or cultivation,” although swamps were of course a rich source of food (including tuna and birds) as well as resources such as harakeke. Perhaps Tauhara hapu were expected to find a way to live without such resources. The Tauhara maunga reserve was characterised as “a very desirable portion of the block for European occupation [but] is only of value to the natives for bush cultivations where a few acres only to each hapu have been used for many years past.” Again, this is a distortion of the facts; as noted above, early visitors remarked on the extensive cultivations on and around Tauhara. To solve what he saw as a problem, Mitchell proposed that District Officer Mair “be deputed to exercise the right which the government hold of deciding the number and area of reserves which may be deemed necessary for the natives within the Tauhara lease.”

Native Department Under-Secretary Clarke endorsed Mitchell’s complaints, advising Native Minister Ballance that the Tauhara lands were generally “the most sterile in this island,” but that Maori were seeking to reserve the “small blocks of better soil covered with timber.”

No response to Mitchell’s report has been located.

Almost one year later, Mitchell sought a response to his 1878 report and plan, noting that Maori were waiting for a reply. A week later, on 21 February 1879 he raised the matter again, linking the reserves question to the payment of back rents and observing that the former “should be easily settled” were the latter paid to Maori. The Native Land Purchase Department proposed to reverse that strategy, advising Mitchell to tell Maori that the rents would be backdated all the way to 1873, provided that the reserves question was settled. By this was meant settled in accordance with Mitchell’s conception of

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1204 Ibid.
reserves. In other words, the back rents were being used as a lever to force Maori acquiescence on the reserves question.

Mitchell responded with an assertion that Pohipi Tukairangi “is firmly in favour of completing the lease,” and, “he advocates giving no reserves at all except on the summit of Tauhara mountain.” Mitchell knew that this was not the view of the Tauhara hapu, adding:

that of course will not satisfy the people who are living and cultivating on the block and who rather than not have considerable reserves would prefer the lease cancelled, if you would say what particular reserve[s] you would be willing to authorise my fixing out of those denoted on the map I would like [to lay] your decision before them and if this is coupled with the payment of the back rentals I do not think we would find much difficulty in settling the business, the natives live mostly at Opepe and sometimes at Waitahanui, they also cultivate a little on Tauhara. … I would suggest that the reserve asked for by them at Opepe as per plan be granted, excepting perhaps a small patch of good timber at the west end, I would also allow them a small reserve on the lake at mouth of Waitahanui stream and perhaps ten or twenty acres in the bush on Tauhara hill.\textsuperscript{1207}

That is, Mitchell continued to propose severely limiting the Tauhara reserves. The next day he modified the reserves proposal again, asking if the government would approve a clause allowing the Tauhara hapu free access to the bush areas for “all timber required for use within and on the block, but not for sale,” as had been included in Buckland’s original Oruanui lease.\textsuperscript{1208}

The Native Land Purchase Department responded that Mitchell should simply try “using every means first to make it a purchase,” while also insisting that the back rents would not be paid until, “the reserves embrace only lands under cultivation and occupation.”\textsuperscript{1209}

Some of the grantees responded to this ultimatum in April 1879, when Wi Maihi Maniapoto and the other two trustees appointed for the minors in the Tauhara title agreed

\textsuperscript{1208} Mitchell to Gill, 26 February 1879. Op cit, p.1949.
to four reserves: Opepe bush (“nga herehere”); “te ao kai Tauhara” bush; Te Matai to Te Morere; and Waitahanui. The extent of the reserves was not apparent from this request. What is interesting is that this correspondence seems to have triggered the final payment ascribed to the Tauhara Middle No. 1 purchase in April 1879 (as noted above).

There are no further references to the lease reserves, largely because the government moved to abandon the lease, and convert the payments made to advances on the purchase it had always sought to make at Tauhara. This purchase was completed by 1881, whereupon the question of purchase reserves (rather than lease reserves) had to be addressed. Once more, the Tauhara hapu sought many of the same reserves. The government’s second Tauhara Middle purchase is addressed below.

### 4.7.8 Tauhara East: The Second Tauhara Middle Purchase

As the wrangles over the Tauhara Middle lease reserves and the complexities of dealing with the interests of minors dragged on, the government moved to implement the purchase of the land that had always lain behind the nominal lease. As already discussed, this purchase was explicitly linked to the payment of back rents, with the intention that the back rents would become the purchase payment.

It was claimed that there was some endorsement of the proposal to abandon the lease and sell a portion of what remained of Tauhara Middle in order to clear the advances paid on it. This was in response to the government’s 1879 offer to pay the back rents it owed, provided that the lease reserves were reduced to something akin to the government’s idea of what was appropriate for Tauhara Maori. Mitchell also advised Maori of, “what I intended doing requesting of freehold.” Poihipi must have been bearing that in mind, and the government’s ultimatum, when he responded that, “he will, as soon as the original lease is finally whakamana, introduce the proposal of sale to the government of the bulk of the block.”

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That is, if the government sorted out the lease and the back rents, it would stand a better chance of securing the freehold of the sham lease. This, however, emerged from the context of the government continuing to hold back the rent it owed on the land since 1873 (as noted earlier), while at the same time arguing that, strictly speaking, it was not liable to pay any rents until the title was perfected and the lease formally complete. Poihipi was increasingly desperate for payment, which could explain his willingness to countenance the sale of more land (just as he had, as noted earlier, been willing to sacrifice some reserves provided that money was paid). Whether he spoke for the other grantees, let along the wider hapu groups interested in Tauhara, is another matter. The Native Land Purchase Department responded positively to Mitchell’s report of Poihipi’s offer, instructing Mitchell to “close the Middle Tauhara lease question using every means first to make it a purchase.”

As it transpired, the title difficulties were resolved, the reserves surveyed, the lease completed, and some back rents paid in 1879. When further rents owed went unpaid, Poihipi asked for what was owed on the lease and, regarding news of the government’s willingness to abandon the lease, he wrote:

> We have heard it reported that you intend giving up the leases. We are quite willing that this should be done provided that you pay the arrears of rent due for the land during the period it has been in your possession.

The government did not believe it owed any rent, and this view seems to be linked to the notion of the lease being abandoned. It appears to have been the government’s somewhat outrageous position that, as the legally enforceable start date for the lease was so many years after the original lease agreement, the moneys already paid were in excess of what was owing to Maori for rent. That is, far from paying more rent, it might seek a refund of the payments already made.

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This was hinted at when Mitchell’s replied to Pohipi’s letter, which was sent to him accompanied, rather pointedly, with copies of the vouchers for all Tauhara Middle lease payments (which totalled just over £600). Mitchell saw a chance to capitalise on the dire straits in which Tauhara and other Taupo Maori found themselves, advising the government that, “they are much in want of food in consequence of the court here having exhausted their present supplies.” Despite their plight, they still “do not understand the delay in receipt” of their rents and, “they object to entertain questions of refund of back rental.” Once again, Pohipi was in greater need than some others, and by December 1880 he was imploring the Native Minister to pay the rental owed for the last three years, and fix the reserves. He concluded, “do this without delay because we are very short of food.”

The government was determined to press home its advantage and obtain land for the payments it had made that it believed were in excess of its legal obligations under the terms of the lease. A few days later Mitchell suggested that, “an arrangement can possibly be effected securing about 3,500 acres freehold for the Crown in lieu of the advances made on this lease,” provided a further £75 was paid. The area to be allocated lay adjacent to Crown holdings in Kaingaroa No. 2 block, south-east of Opepe. He sought a rapid reply, “so that action may be taken quickly.”

Native Land Purchase Department Under-Secretary Gill was in no mood to accept even this generous offer; replying that it “cannot be entertained.” He denied that the lease was even complete, “nor can it be to the satisfaction of either the natives or the government,” due to the question of the reserves which, he claimed, were not even mentioned in the deed of lease and which were Mitchell’s responsibility. That is, no rents were owed at all, and the Tauhara Middle grantees in fact owed the government over £600, plus, “the costs of expenses such as salary, etc.” He concluded:

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1215 Pohipi Tukairangi to Native Minister, 4 December 1880. Op cit, pp.1915-1916.
On this sum being refunded or any adequate area of land set aside in lieu thereof and awarded by the Native Land Court, the proclamation will be removed. I think 5,000 acres considering the value of the land fair.\footnote{1217}

After seven years of barring any dealings in the land, preventing the Native Land Court sitting for most of that time, delaying the payment of rents, deferring the completion of title, obstructing the selection of reserves, and denying the existence of any government debt to the hapu of Tauhara, the government was reduced to this tawdry tactic in its efforts to force the alienation of land. Native Minister Bryce signed Gills’ missive, writing “approved” without further comment.

It was arranged that the government’s ‘purchase’ would be effected through the Native Land Court at a sitting scheduled for March 1881. The court did sit at Tapuaeharuru from March until May 1881 but the Tauhara Middle ‘lease’ was resolved before the block was called. Gill was present at the court, and succeeded in forcing a far harder deal even than the 5,000 acre proposal he had earlier made. Doubtless his work was made easier by the plight of the Tauhara people. By the end of the drawn out Rangipo case at the end of May 1881, Poihipi Tukairangi would have been in considerably worsened circumstances than those which had previously prompted him to go along with Mitchell’s less harsh offer. As he advised the Native Land Court on 23 May 1881:

> he wished present court to close in order that it might not clash with the Ohinemutu court, which was to open today. He was wanted at that court and had already suffered by being away at Cambridge during the hearing of Rangipo.\footnote{1218}

If he was struggling in 1880, before this ceaseless round of courts, he was surely suffering by mid-1881.

Gill was present to take advantage of the long costly court and reported from Tapuaeharuru to Bryce of his success:

\footnote{1217} Gill memorandum for District Officer Mair, no date, and Bryce minute, 17 December 1880. Op cit, p.1917.
In anticipation of settlement I agreed with Mr Mitchell to survey off a portion of the block, he had done so, about 13,000 acres, this piece above the road from Opepe to the Rangitaiki River and joins other government land, Kaingaroa No. 2, and herewith I propose to take a conveyance of this 13,000 acres and make a further payment of £350, removing then the proclamation over the balance of the land, this is a good settlement, please wire your approval or otherwise.1219

Gill sent another telegram later the same day, emphasising the benefits of the bargain: “will free government from any future payment, payment of £350 cancels the lease and conveys to Her Majesty 13,000 acres, you may rely on my being careful in all expenditure.”1220

The deal was sealed on 31 May 1881, when Mair paid each of the grantees £58 6s. 8d. (with the 10 minors on the title having their share divided into £5 16s. 8d. each).1221 The payment was equal to one shilling five pence per acre, still less than that offered by the speculators of 1872 who had preceded the government at Tauhara. The block became known as Tauhara East.

The Native Land Court’s final order, made on 1 April 1886, revealed the government’s block to comprise 13,250 acres. William Grace appeared at the court to claim the land for the Crown, advising the court that £965 was paid for the land1222 (£350 of this actually being paid, and the rest nominally ‘rents’ to cover the period 1873–1881). This sum was a little over £100 more than the grantees of Tauhara Middle should have been entitled to in rent over the eight-year period of the government’s lease-to-own, and it would have been they who still owned the land.

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1218 Taupo Native Land Court Minute Book No. 2, p.203.
1219 Gill to Bryce, 25 May 1881. MA-MLP 1/1905/80. Rose Documents, pp.1904-1905. The block stretched from Te Onepu down to the boundary with the Wharetoto block, with Runanga No. 2 across the Rangitaiki River, and Kaingaroa No. 2 to the north.
1221 Mair to Gill, 8 June 1881, enclosing receipt of 31 May 1881. Op cit, pp.1898-1901.
1222 Taupo Native Land Court Minute Book No. 5, p.103.
4.7.9 Private Dealings

After the two Tauhara Middle government purchases, and the Opepe purchase, there remained about 78,000 acres of Tauhara Middle, stretching from Pahautea bush in the south, out to Taupo Moana (south of Rotongaio), along the lake to just south of Wharewaka, and across to Tauhara maunga. Some economic use was made of this land as soon as it was freed from the government proclamation restricting dealings with any party but the Crown. As noted earlier, there was some informal allocation of land which the Tauhara hapu sought to reserve within the lease. Small areas were leased out to local members of the Armed Constabulary or early settlers. At least one of these informal allocations was formalised once the government permitted such activity once again, in 1881. In addition, a larger lease was entered into involving John Grace, a son of the Reverend Grace who was married to a Ngati Tuwharetoa woman of rank.

The relatively small informal allocation that was transformed into a lease was that involving 1,000 acres of land around Tauhara maunga, and including the maunga itself. This was allocated to Brady, a local butcher, by Hamuera Takurua and others under what was technically an invalid lease dated February 1879. Not only was the Crown proclamation still in force at this time, but the land was still completely restricted for all forms of alienation, including leasing (not that these restrictions were deemed to apply to the government). After the Crown proclamation was lifted in mid-1881, Brady utilised the services of the Grace’s Auckland lawyer, Browning, when seeking to have the remaining restrictions removed. These restrictions were originally imposed until such time as the seven hapu to whom the land was awarded sub-divided out their interests and appointed individual owners for each hapu’s portion. This never occurred, and the rather unorthodox restrictions were simply treated as ordinary restrictions on alienation, the removal of which was a simple bureaucratic exercise in form filling and rubber stamping, as a lawyer such as Browning would know.

Browning first wrote in January 1881, urging that “it cannot but be advantageous to the government that these barren lands should be occupied by settlers.” At this time, the government had yet to formally abandon its lease, so Brady first sought to acquire the lease of the Tauhara maunga portion, paying a higher rent than the government. Given the lack of clarity surrounding the government lease and the location of its purchased lands, the application did not proceed very far.\textsuperscript{1224} He tried again a year later when the government’s situation was clearer, when he proposed leasing 1,000 acres of land around the maunga. Once officials had clarified that the land was not still under purchase negotiations, they were prepared to approve the lease and did so.\textsuperscript{1225}

The approval for the limited removal of restrictions required for the lease was briefly rescinded after a report was obtained on the land from the Auckland Chief Surveyor Smith. He was not pleased to see the valuable maunga ‘fall’ into private hands, and his report perfectly encapsulated his, and the government’s, philosophy:

\begin{quote}
Tauhara mountain and adjacent lands are, as respects soil, the best part of the whole district. In addition the mountain has on it the most available timer for the use of those living at Taupo (town) either for building or for firewood. It is a pity the land does not belong to the Crown for this is eminently a spot to be permanently reserved for timber and I may add for beauty.\textsuperscript{1226}
\end{quote}

He did not, of course, add that it might be a good spot to reserve for Maori, although they had previously indicated they wished to hold on to the maunga as well as the cultivations around it.

A report was sought from Resident Magistrate Major Scannell, who approved the removal of the restrictions in a report of March 1882. He indicated, in a statement as revealing as that of Smith, that he was strongly in favour of settlers taking over Maori land:

\begin{quote}
\end{quote}

\begin{flushright}\textsuperscript{1224} Browning to Native Department Under-Secretary, 31 January 1881. MA 13/23d. National Archives. Supporting Documents. \\
\textsuperscript{1225} Browning to Native Department Under-Secretary, 25 January 1882. Op cit. \\
\textsuperscript{1226} Smith minute, 21 February 1882. Op cit. \end{flushright}
I consider it very desirable to every encouragement should be given to Europeans to occupy lands in this district and so bring them under cultivation, the native owners will never utilise a tenth portio of the available land in the district.\textsuperscript{1227}

He observed that there were other grazing lands that Brady could occupy that were as good, “if not better,” than Tauhara, adding that the timber on the maunga was only fit for firewood, not building. In any case, the township was still obtaining adequate timber supplies from Opepe. Brady’s lease did not take in “some old native cultivations” so there was no objection on that score, besides which, Scannell added, the Tauhara hapu, “have ample lands for their cultivations, more convenient and quite as productive.” He considered that the terms were “very fair and reasonable, and that the granting of the lease would be very desirable.”\textsuperscript{1228}

Tauhara maunga was noted as an area of cultivations, and also an area that Tauhara hapu sought to reserve when arranging the lease reserves with the government in the 1870s. Interestingly, the following year Scannell was lamenting the rapidity with which northern Taupo Maori were selling their land, and urged a way be found to stem the loss. The restrictions were removed, but it is not known if Brady’s lease was completed, but no registered lease of this land or to this man is noted in CFRT’s ‘Tauhara Block History Report’.

The other significant lease was that involving land in the south-west of Tauhara Middle, leased to Thomas Morrin and John Grace. Morrin was a wealthy Auckland speculator (who gave his name to Morrinsville), involved with the land swallowing companies so feared by Taupo Maori that operated out of the Cambridge Native Land Court and took in land in the Waikato, upper Thames valley, western Rotorua, and northern Taupo (including Tatua and other blocks). The arrangement seems to have been that Morrin put

\textsuperscript{1227} Scannell to Native Department Under-Secretary, 16 March 1882. Op cit.
\textsuperscript{1228} Ibid. See also AJHR, 1884, G-5, p.4, and; Appendices to the Legislative Council, 1884, Session I, No. 2.
up the capital, and Grace did the deal and managed the farm established on the leasehold, and also set about acquiring the freehold.

The area leased was a roughly triangular portion of Tauhara Middle, comprising 8,600 acres between the Waitahanui River and the boundary with Tauhara South.\footnote{See sketch map with NLP 82/484. MA-MLP 1/1905/80. National Archives. Supporting Documents.} Morrin and Grace were focussed on Tauhara South, but evidently sought to add this portion of Tauhara Middle to what they dubbed the Tauhara South Run. This lease did get as far as being registered and thus appears in the ‘Tauhara Block History Report’, revealing that the lease was for 21 years from 1 October 1881, with a rent of £48 per annum.\footnote{Tauhara Block History Report, p.113. CFRT, June 2004. This does not give an area for the lease, but the acreage is noted on the sketch map referred to in the preceding footnote.} The rent reflects a land value of about two shillings per acre (based on the standard five percent return). The rental appeared to be well under what the land was worth. Grace’s letterbook for the Tauhara South run indicates that the Tauhara Middle lease was sub-let to a Dr Curl at an annual rent of £90, almost double what Grace and Morrin were paying to the land’s owners.\footnote{Grace to Dr Curl, 7 October 1885. MSY-3469, Tauhara South Run Letterbook, 1880-1886, p.260. Alexander Turnbull Library.}

As with the Okahukura run (see Chapter 6), Grace was in partnership with Morrin and Studholme in the Tauhara South run, a partnership that dated from January 1879 and which was further agreed to in October 1881. Grace was the minority partner, and at some stage Studholme withdrew, leaving Morrin as the dominant party who put up the capital, while Grace went into debt to him. It was anticipated that this debt would be repaid, and the partnership rendered profitable, through Grace securing the land, “either by purchase of lease” for the partnership. Obviously the profit would be realised when the run, including stock and improvements, was sold. Grace’s role was to act as manager of the run and negotiator for the land, with Morrin meeting all expenses and paying Grace a salary of £144 per annum (later adjusted down to £91). This partnership arrangement was repeated with respect to Okahukura and Pukawa–Waihaha, although Grace’s salary for Okahukura was larger. The Tauhara South run took in the Tauhara South block.
(35,000 acres), the Waitahanui portion of Tauhara Middle (8,600 acres), Pahikohuru block to the south of Tauhara South (6,500 acres on the Hinemaiaia River), the Patehe block (1,200 acres linking Tauhara South to Taharura block), Taharua North (2,200 acres), and Taharua South (13,900 acres of Crown land); a total of 67,400 acres.\textsuperscript{1232}

Grace appears to have set about converting the leasehold portions of this run to freehold, a process that was considerably more advanced in Tauhara South than in Tauhara Middle (see section on Tauhara South below). Nonetheless, he was lobbying the grantees to subdivide the block, presumably with a view to cutting out and freeholding his leased portion of Tauhara Middle. He got as far as preparing a subdivision application in October 1883, but complained to another Auckland lawyer, Whitaker, that Ihakara Kahuao had refused to sign it. The cost of Grace’s services in this regard was also hinted at in this process; he charged £15 15s. just to obtain the seven signatures he had got on the subdivision application.\textsuperscript{1233} Such costs were passed on to his clients, Morrin in this case, but they were always reflected in the lower price paid to Maori for their land.

There are also a few other hints of what Grace sought to achieve in Tauhara Middle. His accounts for December 1884 refer to Morrin being charged £7 for horse hire, the amount being set against the Tauhara Middle block. At the same time, Grace went into partnership with his brothers, William, Lawrence, and Charles, as well as the infamous fraudster Burt (of Te Houhi infamy) and the omniscient Mitchell. This partnership was set up with the aim of acquiring “by lease or purchase” what was left of Tauhara Middle. William paid John £25 in December 1884 in relation to joining this partnership.\textsuperscript{1234}

The lease did not run its term, nor did Grace or his partners get very far with converting the leasehold to freehold, as he sought more actively to do with Tauhara South. Instead, the lease seems to have been ended by an 1886 partition of the remnant of Tauhara

\textsuperscript{1232} Tauhara South partnership agreement, 14 October 1881. MS-Papers-4760-4. Alexander Turnbull Library. Supporting Documents, pp.419-429.
\textsuperscript{1233} Grace to Whitaker, 6 November 1883. Tauhara South Run Letterbook, 1880-1886, pp.82-83. Alexander Turnbull Library.
\textsuperscript{1234} John Grace diary and cashbook, December 1884. 85-173-2/1. Alexander Turnbull Library.
Middle. This partition related to government and private purchase efforts affecting all the remaining land.

After its 1881 forced acquisition of Tauhara East the government appears to have ceased its purchase efforts for a few years, probably because it was seeking to resolve Rohe Potae issues and develop a policy that would ensure far larger and less protracted purchases than the Tauhara Middle and Tauhara East dealings (a matter examined in another chapter). Private purchasers were quick to sneak through the narrow window of opportunity between the mid-1881 lifting of the government proclamation banning private dealings in Tauhara Middle, and the return of government dealings in early 1886. Into this breach stepped, firstly Morrin and Grace with their own ‘lease-to-buy’ scheme, and secondly, and more ambitiously, Sylvester Styak.

Styak began negotiating during 1881 to acquire the entire balance of Tauhara Middle, over 78,000 acres (minus the still unmade reserves), as well as the Runanga No. 2 block. The two blocks are not linked, being separated by the government’s Tauhara East acquisition, indicating that perhaps Styak had leased or purchased part of the government’s land and was seeking to use this as a base for a very large run. Like the Brady lease, this purchase effort does not appear to have proceeded as far as the land registration system, meaning it was never completed and did not legally affect the title. Nonetheless, the ambitious scheme prompted a response from the Tauhara Middle hapu, and required the government to take a stance on the question of removing the restrictions on alienation to enable Styak’s scheme to proceed.

The first official notice of the Tauhara Middle purchase was Styak’s request for the Governor’s assent to his draft transfers of Runanga No. 2 and Tauhara Middle. This was made through Grace’s Auckland lawyer, Browning. Officials merely asked that the transfers should show the purchase price.1235 According to Tauhara Maori, the infamous ex-government land purchase agent Brissenden was pushing the purchase through for

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1235 Browning to Native Minister, 15 November 1881, and Gill and Bryce minutes, 8 February 1882. N.L.P. 81/478, with MA 13/24c. National Archives. Supporting Documents.
Styak. His work had begun some months before, as indicated by a letter of 23 August 1881, ostensibly from the Tauhara Middle grantees, that requested the removal of restrictions to enable the sale of the land. This was re-submitted to the government in April 1882 and is filed with a fresh application from Styak’s lawyers for the removal of restrictions.

Brissenden was involved in extensive government purchases in the Kaipara and Hokianga in the early 1870s, being paid on commission for the number of acres acquired, but after concerns grew about his “reckless” activities in those districts his commission was terminated in 1875. An official inquiry into a Te Roroa land purchase and his general activities was later conducted by Joseph Lundon, who was critical of Brissenden’s conduct. He then took up other government work in the Thames area, later being sacked for fraudulent practice before going on to work for the likes of leading Auckland speculator Thomas Morrin in his extensive (and low-cost) land acquisitions north-east of Taupo. As well as his role in Sheehan’s Pakiri block fiasco (in southern Kaipara) his involvement in equally suspect private purchases at Okahukura and Pouto in Kaipara has also recently come to light.1236

The letter from the Tauhara Middle grantees was later said by Wi Maihi Maniapoto to be fraudulent, because his name was on it but he did not sign it. He said this fraud was perpetrated by Brissenden, whose record in Te Tai Tokerau certainly gives credence to Wi Maihi’s allegation. Certainly, the only name on the letter of August 1881 that resembles a signature is the shaky writing of Poihipi Tukairangi, then near death. The other names are all in the same hand as that which wrote the letter, probably that of Brissenden, but it did not pretend to be from all the grantees; the letter was openly signed by Poihipi “on behalf of all the grantees and the tribe.” The letter sets out his motivation for selling the land. After outlining the Cox’s abandonment of his lease, Poihipi set out the government’s sham lease:

the government said the lease should stop and that we should refund the amount received from them for the years past. Well! We have no money out of which to refund the rents received from the government, and it has been agreed upon that a portion of the land should be taken in satisfaction of that money, the remaining portion of that block is free at present, therefore it is we think that this land is not suitable for leasing owing to the poorness of the soil and that perhaps it would be better to sell, but the restrictions should be taken off. …it should be left to us to sell or to hold the land, it is impossible for us to work that country owing to the pumicelike character of the soil, nor can we pay taxes and road board rates for that description of land.1237

The letter appears to be influenced by Brissenden, referring to fears that he may have promoted but which were not entirely real, and displaying his self-serving logic. The payment of rates, for instance, was not required on land that was not leased (although this was to change with the Crown and Native Lands Rating Act 1882). The rationale for sale is also not entirely sound; if the land was not worth leasing, why would it be worth buying? If the land was not worth leasing, why were Morrin and Grace leasing parts of it and the adjacent Tauhara South block?

The first official notice of Maori objections to Styak’s dealings was not long in coming. In March 1882, Wi Maihi Maniapoto wrote from Waipahihi to warn Native Land Purchase Department Under-Secretary Gill off endorsing any letter from the Tauhara grantees seeking the removal of restrictions to enable the sale because, “Friend, that letter is false. I and my younger brothers did not sign our names to that document and we never saw it. If our names are signed to it they are written there fraudulently.” He added that this fraud had been committed by Styak’s agent, Brissenden. Gill simply acknowledged the letter.1238 Wi Maihi’s concerns about Brissenden’s forgery seem to have been dealt with by Brissenden, for Wi Maihi wrote a month later (from Tapuaeharuru this time) to ask Native Minister Bryce to remove the restrictions so that other grantees could sell their shares. This indicates that he was not selling his shares, and may have been concerned in

March that they would be sold if the restrictions were removed. There was no official response recorded.\(^{1239}\)

At the same time as Wi Maihi sent his letter, Styak’s lawyers re-submitted his request for the removal of restrictions, with the amended draft transfers, as requested in February. This was passed on to Resident Magistrate Major Scannell in May for a report, but the long-serving Native Department Under-Secretary Lewis prejudged the outcome somewhat when he observed bo Bryce that, “the bulk of the Taupo land is quite unfit for native occupation and must remain a desert until it gets into European hands.”\(^{1240}\)

Unaware of the progress being made with the removal, Ihakara and seven others wrote from Ohinemutu in May 1882 to renew their request for the removal. Ihakara said that Poihipi Tukairangi had died since making the application in August 1881, and still there was no reply. Poihipi had become desperate for cash around the time of the sales of Tauhara Middle, due to a combination of the government refusing to pay rent and his attendance at numerous and costly Native Land Court sittings and many government hui. After Poihipi’s death, Ihakara and some other grantees seem to be under similar pressure, iterating their request:

> because we are in great trouble now through Te Poihipi’s death, for he it was who consented to dispose of the land to relieve us of our trouble, for he was our managing elder [kaumatua whakahaere] and the great authority [mana nui].\(^{1241}\)

That they were all writing from Ohinemutu, doubtless attending yet another Native Land Court, is indicative of both the extent and cause of their plight.

Scannell’s report was not long in coming, and it dealt a fatal blow to Styak’s scheme. He reported that while several grantees in Runanga No. 2 did wish to have the restrictions

\(^{1239}\) Wi Maihi Maniapoto, Tapuaeharuru, to Native Minister, 19 April 1882. N.O. 82/1671, op cit.
\(^{1240}\) Ollivier, Holland, and Brown, Wellington, to Gill, 12 April 1882, and Lewis minute, 15 May 1882. N.O. 82/1117, op cit.
\(^{1241}\) Ihakara Kahuao and seven others, Ohinemutu, 6 May 1882, to Native Minister. N.O. 82/1672, op cit.
removed, they “were not agreeable” to Styak’s offer, but simply wished to “be at liberty to deal with it as they chose.” With respect to Tauhara Middle, Scannell had only consulted two grantees, Mere Hapi and Hamuera Takurua, and they were of the same mind; “they declined to consent to the sale of the block to Mr Styak, but wished to be allowed to sell as they chose.” This was not how the removal process worked; it was generally triggered by an application relating to a specific transaction, and restrictions were not removed simply because Maori wanted them removed. Like Lewis, Scannell endorsed the notion of selling the land, “provided fair reserves were allotted,” adding that, “the great bulk of the land is not used by them, nor is it at all probably that any use will be made of it until it falls into the hands of Europeans.” He deemed Styak’s price to be “very fair, for such poor country.”

The price, Lewis later revealed, was just £5,342, or one shilling four pence per acre, even less than the government had paid for its portions of Tauhara Middle.

Lewis wrote a minute to supplement Scannell’s report, setting out the history of the application and the essence of Scannell’s report. He recommended that the grantees be informed that the government “cannot comply with their request” for unrestricted titles, but if they were offered a fair price and “ample reserves” with which they were satisfied, “the government will not object to their selling on condition that such portion of the proceeds as you may decide upon is invested with the Public Trustee for their benefit.” The insistence on “ample reserves” appears to be an improvement on the minimal reserves the government sought to impose during its own negotiations with the Tauhara grantees, but the paternalistic appropriation of the sale proceeds was scarcely designed to meet their request that they be “at liberty” to deal with their land.

There followed a flurry of letters from individual grantees of Runanga No. 2 seeking the removal of restrictions, without reference to any specific transaction. A letter of July 1882 revealed that a sale had been agreed, but not with Styak and Brissenden but instead

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1242 Scannell to Native Department Under-Secretary, 1 July 1882. N.O. 82/2083, op cit.
1243 Lewis minute to Native Minister, 18 July 1882. Ibid.
1244 Ibid.
with John Grace and his employer, William Kelly. The Runanga No. 2 grantees said a price and reserves had been agreed with Grace and Kelly and they wished to proceed with that sale, not the proposal being put to the government by Styak and Brissenden. The Grace deal did not involve Tauhara Middle. Lewis added a minute noting that Grace and Kelly were offering only £2,500 for the 40,000 acres of Runanga No. 2, compared with Styak’s £3,679, but Kelly’s offer included a 1,000 acre reserve. Even so, Lewis considered Kelly’s price too low, just one shilling four pence per acre.\(^{1245}\)

Styak promptly withdrew from both blocks, and Grace and Kelly pursued their Runanga No. 2 purchase. Tauhara Middle remained under restrictions until the government’s interest in the entire Taupo district was renewed a few years later, when the planned main trunk railway line west of Taupo led to the reimposition of Crown pre-emption and a flurry of purchases.

### 4.7.10 Fresh Crown Purchases: 1886–1894

The passage of all papatupu land around Taupo through the Native Land Court as part of the Tauponuiatia block, and the extensive purchases that were envisaged as part of that process, led to further government dealings in Tauhara Middle. In fact, the costs of the extended Tauponuiatia investigation and subdivision were the cause of the first sale proposed. William Grace had been appointed at the end of 1885 to arrange the purchase of as much Tauponuiatia land as possible, but while title to that block was being investigated he proposed acquiring blocks already clothed in a Native Land Court title.

This led to a lengthy and contested subdivision of the block in May 1886, during an adjournment of the Tauponuiatia case. The subdivision was not only to cut out the new Crown portion of Tauhara Middle but also to identify reserves (and their grantees) within Tauhara Middle as well as other portions sought by particular hapu. Once the dwindling remnant of Tauhara Middle was more comprehensively allocated among individuals of

\(^{1245}\) Buller and Gully, Wellington, to Native Department Under-Secretary, 17 July 1882. N.O. 82/2130, op cit.
various Tauhara hapu, there were further small purchases in the 1890s. The fate of the remaining parts of Tauhara Middle, consisting principally of Tauhara Middle 4A of about 32,000 acres, is examined in other evidence and is also set out in CFRT’s ‘Tauhara Block History Report’.

4.7.11 The Purchase of Tauhara Middle No. 4

The purchase of about 40,000 acres of Tauhara Middle commenced in January 1886. The government’s newly appointed land purchase officer, William Grace, reported that he could acquire 40,000 acres of Tauhara Middle (about half of what was left of the block) at the lowly price of one shilling sixpence per acre, or a total of £3,000 (although he actually paid even less). He urged that, “this be attended to at once as natives require money to carry on their case within [Tauponuiatia] Rohe Potae now before court,” and proposed that a £500 advance be offered to seal the deal and meet the pressing needs of the many Taupo Maori gathered at Tapuaeharuru for the protracted Tauponuiatia hearing. Grace added that the government could also obtain a title to its portion at this very court hearing, so there would be little delay in securing title.1246

Native Department Under-Secretary Lewis was less sanguine, responding the very same day to advise Grace that there may be Pakeha claims to the area he sought to acquire, so the government “could not safely purchase until block has been before [Native] Land Court for division.”1247 It is not known what these Pakeha claims were, but presumably there were other unregistered leases affecting the block, as well as the Morrin and Grace lease of part of the block. Grace was certainly aware of these private parties, replying the next day that “after deducting area for all European claims, 40,000 acres are available for purchase.” Given the degree of government control over the Native Land Court, particularly as it related to Tauponuiatia, Grace had already plotted a way forward. He asked that the Taupo succession and subdivision claims (including Tauhara Middle) that had been scheduled for February 1886, but which the government had prevented being

published in the *Gazette* (in favour of the more advantageous Tauponuiatia claim), now be published for the Native Land Court to deal with after Tauponuiatia. “By this means any purchases of block[s] such as Tauhara Middle can be completed within five weeks from date of issue of *Gazette*.”

Lewis was satisfied with this scheme, and replied the same day confirming Grace’s proposal. He reminded him to take care with the interests of minors on the title, and ensure that their trustees signed the deed and the money was paid to the Public Trustee for distribution, warning, “be careful about this or you will be in trouble with Audit Office.” An advance of £250 was forwarded to Grace. Grace reported very briefly on progress on 3 March, claiming to have “purchased several interests at the rate of one shilling thrupence per acre and have every hope of purchasing 40,000 or 50,000 acres as previously intimated.” Grace was ably assisted in his task by Mitchell, back working for the government on a commission basis, and was also assisted by his brother John Grace, who was the interpreter to the Native Land Court at Tapuaeharuru but who did rather more than interpreting.

The mere formality of removing the restrictions on alienation, but only for the portion being acquired by the government, was achieved by a simple telegram from Lewis to the Native Land Court. The government did not need clear even the lowly hurdles it placed in front of private purchasers in this regard. The Tauhara Middle subdivision proceeded in May 1886 (see below) and on 18 June 1886, Grace reported that, “I have this day completed purchase of 30,000 acres in Tauhara Middle, consideration £1,550.” From this it is apparent that the purchase price was constantly dropping, now down to a lowly one shilling per acre.

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1250 Grace to Lewis 3 March 1886. N.L.P. 86/58 extract, op cit.
1251 Grace to Native Land Court Judge Brookfield, 5 May 1886. N.L.P. 86/417, op cit.
Both the purchase price and the area involved are rather difficult to pin down. Grace gives this figure of 30,000 acres immediately after completing the deed in June 1886. However, there is a further transaction recorded on the same deed on 6 July 1886, a month after the opening date on the original deed. This relates to a payment of £150 which supposedly related to 2,000 acres of Tauhara Middle, although a subsequent figure puts it at 2,740 acres.\textsuperscript{1253} As the Crown’s portion was surveyed in one piece, it is not clear why it was acquired in these two separate transactions. The price also reflects the low price of one shilling per acre.

Nonetheless, neither the acreage nor the payments later claimed by the government are in accord with either of the above deeds. One figure for the Tauhara Middle No. 4 purchase comes from the Native Land Purchase Department accounts ledger, which records a total payment of £2,125 in 1886, for a block of 40,000 acres. A further £95 was paid to the surveyor Clayton to survey the government’s purchase. According to this source, the land was not proclaimed as Crown land until July 1894.\textsuperscript{1254} On the other hand, the ‘Tauhara Block History Report’, relying on the actual purchase deed (dated 6 June 1886), gives total payments of £1,940 for the 40,000 acres which is even less than one shilling per acre. The area was proclaimed Crown land in 1892.\textsuperscript{1255} Grace only forwarded this deed to Lewis in October 1886, following a further Native Land Court order of September.\textsuperscript{1256} When the deed was received, Lewis hinted at the more complex reality that lay behind the deed, writing of the Tauhara Middle No. 4 deed that it, “appears to be a very complicated transaction which will necessitate further dealings with the title by the Native Land Court.”\textsuperscript{1257} The court’s dealings with the block in 1886 are discussed below.

Another set of figures were published each year by the government. These show that, in the year to 31 March 1886, the two Graces and Mitchell paid only £194 towards the purchase of the 40,000 acre block. This was claimed to account for 4,000 acres of the

\textsuperscript{1253} Tauhara Block History Report, p.112. CFRT, June 2004.
\textsuperscript{1254} MA-MLP 7/3, p.91.
\textsuperscript{1255} Tauhara Block History Report, p.1287. CFRT, June 2004.
\textsuperscript{1256} Grace to Lewis, 19 October 1886. N.L.P. 86/417, with MA-MLP 1/1905/80. National Archives. Supporting Documents.
block, at a rate of less than one shilling per acre, but the same figures reveal that it was anticipated that a total of £3,200 would be needed in total to acquire the land, this being at the rate of one shilling six pence per acre. By the end of March 1887, the next set of figures indicate that £2,000 had been paid in the current year, and a total of £2,090 had been paid to date. This accounted for the entire block, but at a rate of just one shilling per acre.

Despite the ease with which this purchase was pushed through at a time when the Tauhara hapu were in great need of cash, other officials were concerned at Mitchell and Grace’s purchase practices. One remarked that his tactic of “getting receipts from natives before payment actually takes place won’t do.” That is, the agents appear to have been paying small advances, then getting the vendors to sign vouchers for the full amount to be paid before they had actually received all the money. This allowed Mitchell and Grace to then make various deductions, such as debts owing by the vendors to shopkeepers and hoteliers, or to pay bonuses to favoured or influential vendors. Criticism of these purchase practices did not emerge until detailed evidence on some Tauponuiatia transactions was recorded in connection with the Tauponuiatia Royal Commission in 1889 (see Tauponuiatia chapter). This was too late for the hapless Tauhara grantees. The practice had also come to light during the 1880 inquiry into the activities of the convicted fraudster Young, who worked closely with Mitchell in his Taupo and Kaingaroa dealings in the 1870s. Like Mitchell in 1889, Young’s accounting practices had been severely upbraided in 1880, but while Young’s out-and-out forgery was not repeated, his dodgy accounting methods seem to have survived.

Far more fundamental questions about the conduct of William Grace and his brother John were raised by some of the Tauhara hapu. After Grace commenced his purchase efforts, Ihakara Kahuao sought to transfer his interests in Tauhara Middle to his daughters in

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1257 Lewis minute, no date [October 1886]. Ibid.
1258 AJHR, 1886, C-5, pp.3-5.
1259 AJHR, 1887, Session II, C-3, pp.4-5.
order to try and protect them from the Graces’ purchase practices. Before he could effect such a transfer he had to have the restrictions on alienation removed, and in April 1886 – just before the subdivision of Tauhara Middle related to the government purchase – he gave evidence to Commissioner Barton, whose function was to inquire into applications for removal of restrictions. What he did not appear to inquire into was the nature of the restrictions and how inappropriate it may have been to transfer Ihakara’s place on the title to his daughters. As outlined earlier, Ihakara and the other grantees were placed on the Tauhara Middle title to represent the interests of their entire hapu. When Paora Hapi had died, his hapu agreed that his daughter should succeed him as the hapu representative on the title. In contrast, Wi Maihi Maniapoto’s hapu saw their interests on the title divided up among 10 successors appointed through the standard Native Land Court process. It is not entirely clear which path Ihakara was taking in this instance, but it appears that he wished to treat his interests as personal to him, and to pass them on to his daughters alone, not the hapu to whom they had been awarded. Given how those interests were treated by the other owners during a subsequent subdivision hearing, his concern to secure his daughters’ patrimony is understandable.

Notwithstanding these concerns, Ihakara’s evidence was revealing of the way in which the two Graces manipulated the court and purchase process to the benefit of themselves and the government:

I want to save this land for my three daughters and their children. The other five grantees are constantly selling portions of their land and their interest in this block to Europeans and when the land comes before the court for subdivision these Europeans will endeavour to get my interest and that of my children reduced as much as possible. I have never sold any portion of my interest in this 78,000 acres and John Grace the interpreter to the court at Taupo is endeavouring to induce me to sell my interest and if I do not sell he will slaughter me and get my interest reduced to very little. The other grantees who are selling to Grace and whom I have seen receiving money on account of the block will endeavour to reduce my interest as low as they can and I am desirous of transferring to my daughters because I think I will be able by that means to preserve my
rights. … I have come down here to Rotorua because I am afraid of Grace. He will tempt me with money to sell my children’s rights.\footnote{Ibid.}

Ihakara’s evidence was given in te reo Maori and the original uses what may be considered by Maori speakers to be even stronger language than this translation. For instance, the first reference to Grace’s conduct reads:

\begin{quote}
Kua tae mai a Hone te kaiwhakamaori o te Kooti i Taupo kia hokona e au toku hea, a mehemea kahore ahau e hoko i toku hea ki ai ka kohurutia ahau ia, ara ka murua e oku hoa aku ika ara ka whakaitia.\footnote{Ibid.}
\end{quote}

Ihakara added that Grace was the court’s interpreter for the forthcoming subdivision case, so, “I do not think my interest would be fairly dealt with if he acts as interpreter.” William Grace was nominally in charge of the Tauhara Middle purchase, but Ihakara’s evidence indicates that John was also actively involved in helping him, which compounds his conflict of interest. Given the criticism of Grace’s conduct by the Tauponuiatia Royal Commission, this calls into question the veracity of his interpreting of the evidence in this case, evidence which was very strongly against Ihakara’s claims to Tauhara Middle. Certainly the outcome was exactly as Ihakara predicted, and his interest was reduced to a mere token as the unopposed government purchase proceeded unhindered by his opposition.

It does not appear that the government had learned any lessons from the dubious practices it uncovered during the earlier period of purchasing conducted by Mitchell and Davis. It simply let Mitchell and Grace proceed unfettered down the same path, with scant oversight and little regard for the interests of rangatira such as Ihakara. Even though Ihakara’s evidence was submitted to the government by Barton in August 1886, before the government secured its ill-gotten 40,000 acres in the Native Land Court in September 1887, nothing was done to inquire into Ihakara’s grievances or the conduct of Grace, Grace, and Mitchell.
Not only were Mitchell and Grace’s practices somewhat questionable, there is also a discrepancy as to acreage; Grace reported having acquired 30,000 acres as of June 1886, but the area eventually awarded to the Crown by the Native Land Court in 1887 was 40,000 acres (see below). This block, now dubbed Tauhara Middle No. 4, extended from near the Crown’s land at Opepe, westward to the lakefront just above Rotongaio, and all the way to the boundary with Tauhara South, excepting the Pahautea bush of 2,316 acres in the far south-east corner of the block. This was later amended on survey so that the triangular portion between the Waitahanui Stream and the Tauhara South boundary was excluded from the Crown’s portion, which was adjusted northwards to ensure it took in 40,000 acres. The Roto-a-kui reserve of 276 acres right in the centre of the government block was also excluded, not by Grace or in his deed, but as a result of the Native Land Court excluding it from the Crown’s award (see below).

4.7.12 Sub-Dividing Tauhara Middle: 1886–1887

The subdivision of Tauhara Middle was required in order to partition out the 1886 government purchase of 40,000 acres, as Grace noted. However, the subdivision of the block was already planned before Grace commenced his purchase. Judging by the nature of the case that proceeded from 15 May 1886 court sitting, there appeared to be a dispute between Ihakara Kahuao and other grantees over whether the remnant of the block should be divided evenly among the six grantees, but this was challenged by Wi Maihi Maniapoto. This issue, and establishing the relative merits of each hapu’s claim, took up the bulk of the lengthy case, but when it came time to make the title orders, the Crown’s 40,000 acre claim later emerged as the dominant feature.

Wi Maihi and those representing three other grantees contended that Poihipi Tukairangi (or his successors) and Ihakara Kahuao should only be given a small portion of Tauhara Middle; 200 acres for Poihipi Tukairangi’s successors, and 100 acres for Ihakara. Both portions were to be located on the lakefront near Kaitaha, just south of the government block, Tauhara Middle No. 1. The reason Wi Maihi gave for reducing their interest in this

1262 Ibid.
way was that, “they have no claim to that part of the block that has not been sold, through either residence or cultivations.” By deduction, in Wi Maihi’s view, any claims they did have must have been in the sold portions, particularly near the township area where Poihipi Tukairangi had his pa, and in the north of the block, near other lands held by Poihipi, Ihakara, and Hohepa Tamamutu. He did not apply the same logic in reverse to the interests of other owners; if the purchase money had been divided up equally (as Mitchell and Davis stated), then Wi Maihi and others had received money that had been paid for the portions belonging to other hapu. However, far from seeking to have their cake and eat it too, there seem to have been rather bitter personal rivalries at issue, and a belief that Poihipi Tukairangi and Ihakara Kahuao should not have been on the title or had somehow garnered more of the purchase payments than others.

Arama Karaka appeared for the incapacitated Ihakara and objected to the cutting back of his interests, but Poihipi’s successors agreed to the division. Arama Karaka gave extensive evidence as to the rights of Ihakara and Ngati Hinerau, but he was only son-in-law to Ihakara and knew no more about the land than what Ihakara had recently passed on to him. His evidence was challenged by Mita Taupopoki, a Te Arawa kaiwhakahaere who was brought in to Taupo to conduct some of the Tauponuiatia cases on account of his greater expertise in the Native Land Court. Arama and Te Oti Te Puke gave evidence until 21 May 1886, when Wi Maihi started his claim for Ngati Hineure, Ngati Tutemahuta, Ngati Tutetewha, and Ngati Te Urunga. The essence of his case was that Ihakara’s interests were small and were also only in the north of the block, so he should not participate in a share in what was left of the block. This was why he proposed granting Ihakara only 100 acres.1263

There was clearly some degree of animosity in this proposal, however, for he then said that Poihipi also had no claim but added, “although he really has not claims upon the block, yet in deference to his chieftainship I would allow his successors 200 acres.” He later stated that:
Ihakara was put in the Crown grant because he was the sergeant of native police... he had become familiar with the matters generally of the government and then it was that they selected him to be included in the Crown grant as the trustee for Ngati Hinerau... Ihakara was at that time a man of considerable importance as a sergeant.\textsuperscript{1264}

It was not uncommon for early Native Land Court titles to include influential rangatira linked to the hapu claiming the land, even if they might not live on it or have strong claims to it. This was sometimes done in order to benefit from their expertise in managing the land and dealing with the Pakeha system. However, it does not appear that this is the case with Ihakara. He was not put in the grant solely for his personal mana but in his role as kaitiaki for Ngait Hinerau. Wi Maihi now claimed that other grantees were the “proper representatives” of Ngati Hinerau, so Ihakara’s personal claim should be reduced to the token 100 acres. He subsequently stated that neither Ngati Hinerau nor Ngati Rauhoto had any claim to Tauhara Middle, although he perhaps meant to the portion of it that remained unsold. He also clarified this statement; Ngati Hinerau did have a claim, but Ihakara and his people were allegedly not “proper Ngati Hinerau.” That is, according to these claimants, Ihakara’s grand-father, Hinerau, was not the tupuna of Ngati Hinerau, whereas Honi Te Waewae’s tupuna was.

The frequent references to Ihakara’s military role indicate that this challenge to his status may be linked to a wider rejection of the pro-government role played by he and other northern Taupo rangatira (including Poihipi who was an official whakawa, or assessor). While Wi Maihi acknowledged that it might have seemed right to put the policeman and the assessor in the title in 1869, “in my opinion it was quite wrong.” This is particularly apparent in the selection of witnesses for Wi Maihi, including Te Rangitahau, a warrior who was captured at Omarunui, exiled to Wharekauri, and who escaped and fought alongside Te Kooti for a time. He would still have been treated as a fugitive when Tauhara came before the Native Land Court, and thus missed out on a place on the title, but he was hardly likely to be sympathetic towards the claims of two kupapa.

\textsuperscript{1263} Taupo Native Land Court Minute Book No. 5, pp.371-404, and No. 6, pp.1-81.
Te Rangitahau referred to a more specific source of bad feeling towards Poihipi, describing the latter’s attempt to “put me off the land” at Waipahihi, apparently in the 1870s. It was left “to the law to decide as to the validity of my claim,” and Resident Magistrate Locke arrived to hold an inquiry. Poihipi’s claim was said to have been rejected, and he “came out of the court, and addressing me as younger son said, ‘inasmuch as the court has decided against my claim at Waipahihi I will say no more, let the land continue to be your own’.”

Another aspect of the background to this dispute may relate to Ihakara’s attempts in 1885 to transfer his interests to his daughters, Wikitoria Ngamihi and Mihikoram Tuhe. A third daughter, Mere Papuha was also later included. Wikitoria was married to Roger Dansey, who had previously served with Ihakara but was by this time the postmaster at Ohinemutu. He sometimes acted as an advisor to Ihakara. As is noted in this report’s examination of the Tatua block, there were concerns raised by some Tatua people that Ihakara’s interests would be transferred to his Pakeha son-in-law, through his daughter. Two possibilities arise from this effort to transfer his Tauhara lands to his daughters; it provoked the dispute with Wi Maihi Maniapoto and others that emerged at the Native Land Court in 1886, or it represented an effort by Ihakara to overcome Wi Maihi’s existing opposition to his place on the title.

Ihakara applied through an Auckland lawyer to have the restrictions on alienation removed from Tauhara Middle to enable him to transfer his share to his two daughters. The government could see no objection to this, provided that the restrictions were maintained after the transfer. However, as restrictions on alienation were being amended by the Native Lands Disposition Bill then before Parliament, it was felt that the matter should stand over.

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1264 Taupo Native Land Court Minute Book No. 6, pp.39-40.
1265 Op cit, p.61.
1266 Quintal to Native Department Under-Secretary, 31 July 1885. MA 13/27e. National Archives. Supporting Documents.
The matter then fell into the ambit of Commissioner Barton, who devoted most of 1886 to examining many applications for the removal of restrictions, including a fulsome inquiry into Ihakara’s application. The case was heard in Rotorua, rather than Taupo, in April 1886, which was hardly conducive to the involvement of any others of the Tauhara hapu, but Ihakara had good reason to take the matter there (see below). Unfortunately, Ihakara’s evidence obscured the nature of the ownership of Tauhara Middle. He gave his hapu as Ngati Rauhoto, even though he was on the title as a representative of Ngati Hinerau, and then said:

I cannot say whether the six grantees hold the land in trust for ourselves and the tribe or not. I do not know of any trust for the tribe. I am under the impression that the land was granted to us six grantees for ourselves alone.1267

The court’s award alone should have alerted Barton to the fact that Ihakara was incorrect: the land had been awarded to six rangatira as hapu representatives, not to six individuals as their sole and exclusive property.

Other aspects of Ihakara’s evidence are noted above. Gilbert Mair also testified to Barton in support of Ihakara’s claim. This could be seen as him helping out his old comrade in arms, but he had frequently shown himself to drive just as hard a bargain with kupapa as he did with Kingitanga. Mair told Barton that Ihakara’s interests in Tauhara Middle were in the northern and most valuable part of the block, nearer the township.1268 He presumably meant the unsold part in the north of the block.

Barton’s report of 30 August 1886 recommended that the restrictions be removed to enable the transfer, but it came too late.1269 By then the Native Land Court had ruled against Ihakara’s claim to Tauhara Middle and, as Ihakara feared, allocated him a mere 100 acres of poor quality land. There was thus little point in proceeding with the transfer as the value of the new block would scarcely cover the legal costs involved, not to mention

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1267 Copy of evidence, 8 April 1886. With op cit.
1268 Ibid.
the heavy costs already incurred to have the restrictions removed. Even if Barton’s recommendation had come earlier, Ihakara’s daughters would still have had to define their interests in the same way as Ihakara had been forced to do, and would have suffered a similar outcome.

The Native Land Court case finally closed on 27 May 1886, 12 days after starting. The court gave its judgement on 29 May, and accepted the evidence of Wi Maihi and Te Rangitahau, while rejecting that of Arama and Te Oti on behalf of Ihakara. This resulted in several new title orders and hapu representatives:

- Tauhara Middle A 200 acres Ngati Rauhoto (four successors to Poihipi)
- Tauhara Middle B 100 acres Ihakara Kahuao
- Tauhara Middle balance area Ngati Tutemahuta (Mere Hapi)

Ngati Tutetewha (Hamuera Takurua successors)
Ngati Hineure (Maniapoto Te Hina successors)
Ngati Te Urunga (Te Popoki Te Kurupae)
Ngati Hinerau “proper” (Hohepa Hinerau, Hemopo, and Te Rutene)\(^{1270}\)

Tauhara Middle was now redefined to also include the Waipahihi, Patuiwi, and Wharewaka reserves from the Tauhara Middle No. 1 purchase (although the latter was never awarded).

This award may have impacted on Grace’s land purchase, as he no longer had to deal with the interests of Poihipi or Ihakara, but neither did he appear to deal with Ngati Hinerau, whose place on the title was reconfirmed even if it was placed under new hapu representatives. Having failed to close his deal in time for the May 1886 hearing, Grace did not get another chance to finalise the Crown’s new award for its 40,000 acre purchase until after Tauponuiatia orders were ready to be issued in September 1887. Then, on

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\(^{1269}\) Barton report, 30 August 1886. Op cit.

\(^{1270}\) Taupo Native Land Court Minute Book No. 5, pp.371-404, and No. 6, pp.1-81.
14 September 1887, he appeared at the Native Land Court to seek an order for 40,000 acres, advising the court that the block that the four hapu representatives had agreed to define their shares in the Tauhara Middle block as equal. He noted that Mere Hapi, Te Popoki Te Kurupa, the successors to Hamuera Takurua, and the successors to Maniapoto had agreed to this. Ngati Hinerau were not mentioned.

Despite the equal shares in the parent block, the proportion of each hapu’s share of the Crown’s block was not equal. This may relate to each hapu taking a different share of the purchase money, and including less of their hapu land in the Crown block. According to Grace the 40,000 acres consisted of: 10,000 acres from Mere Hapi and her hapu; 13,000 acres from Te Popoki Te Kurupae and his hapu; 13,000 acres from the successors to Hamuera Takurua; and just 4,000 acres from the successors to Maniapoto. The Crown block was dubbed Tauhara Middle No. 4.\textsuperscript{1271}

The Maori-owned balance of the Tauhara Middle Block was dubbed Tauhara Middle No. 4A, and it also took in the Pahauatea, Waipahihi, and Patuiwi reserves. The Roto-a-kui reserve (276 acres) from the Tauhara Middle No. 4 purchase was not mentioned in the deed and so it was not initially surveyed, but it was arranged by the owners and Grace that it was to be excluded from the Native Land Court’s order. When the reserve was queried by the government in 1890, Judge Scannell responded that Roto-a-kui was:

> an isolated piece of bush about three miles from Opepe redoubt, almost due south, and has always been one of the principal native cultivations, but it has been included in the survey of the Crown award, clearly against the arrangement come to between the owners and the Crown agent and confirmed by the court.\textsuperscript{1272}

The government was annoyed at losing land from its purchase, as due to a dispute over the boundary named by Grace, the government block was already reduced to 39,300 acres, and Roto-a-kui would reduce it further. Despite reluctantly agreeing to the reserve,

\textsuperscript{1271} Taupo Native Land Court Minute Book No. 9, pp.241-242.
it was noted that, “it is very strange that Mr Grace never mentioned the understanding with the natives to exclude this valuable bush from the government purchase.”1273 After the belated survey, nothing further seems to have been done regarding the Roto-a-kui title until title was investigated in 1924.

The government still wanted to regain the land it had lost, however, and after consulting Scannell in April 1890, Lewis advised the surveyor to go back, ignore the Maori protests, and survey the boundary at Waitahanui Stream so as to take in 40,000 acres. Tauhara Maori had earlier halted the surveyor at Pakipakitutu when he tried to extend the line so as to take in the 40,000 acres sought.1274 Lewis insisted that the land be found, either by moving the end of the northern boundary along the lakefront to the north to take in more land, or to impose the government’s preferred boundary on the Waitahanui Stream.1275

### 4.7.13 The Purchase of Tauhara Middle A

Having been given 100 acres of poor quality land lying within Tauhara Middle 4A, Ihakara Kahuao was soon moved to sell off his largely unusable block, Tauhara Middle B. He wrote to Park, the government’s new land purchase officer, in July 1891 that he wished the government to “buy the land at once… I want 10 shillings per acre.” Park added a post-script when forwarding the offer, saying the land “is certainly not worth 10 shillings per acre, it is pumice land carrying manuka scrub.” His superiors wondered, “is it worth the cost of survey?” To which Surveyor-General Smith replied bluntly, “No.”1276

Despite this skepticism, it proved difficult to resist such an easy purchase. At some stage, Wilkinson, another local government land purchase agent, offered Ihakara a token two shillings per acre, and on 15 December 1892 he responded positively and agreed to accept £10 for what remained of his Tauhara interests. The deed was arranged by Park on

1273 Sheridan minute, 8 April 1890. Op cit.
1274 Auckland Chief Surveyor to Native Land Purchase Department Under-Secretary, 11 March 1890. Op cit.
1275 Lewis minute, 11 April 1890. Op cit.
1276 Ihakara Kahuao to Park, 4 July 1891, and Park, Sheridan, and Smith minutes. N.L.P. 93/12, op cit.
28 February 1893. Park was paid a further £10 for services rendered in connection with the deed, which seems a rather remarkable premium on such a cheap purchase.

4.7.14 The Purchase of Tauhara Middle B

On the day Park closed the Tauhara Middle A deal, he raised the prospect of acquiring Tauhara Middle B, the 200 acres allocated to Poihipi Tukairangi’s successors. The Native Land Purchase Department was just as skeptical about this as it had been about Ihakara’s adjacent block. Poihipi’s land had the benefit of a lake frontage, although at this time, and at this distance from the township, this was considerably less valuable than it later came to be. Park was advised that the land was “not worth the cost of survey,” so all the interests would have to be acquired in one deed. The rate of two shillings per acre was set, but he was advised, “don’t display any anxiety in the matter.”

There was some delay while succession orders were obtained for grantees who had died, but Park had the purchase deed signed in August 1893. It was not completed until March 1894, probably due to the delay in succession. The purchase price was a mere £20.

4.7.15 Tourists and Tauhara

By 1894 all that remained of Tauhara Middle was the residual Tauhara Middle No. 4A block, of just over 30,000 acres (including Roto-a-kui, Patuiwi, Waipahihi, and Pahautea reserves). Other than the reserves, the land was of little economic value in the late nineteenth century but the jewel in the Crown in this block, from the Crown’s perspective at least, was Tauhara maunga, an area of 2,450 acres surrounding the maunga. It had been carefully excluded from the encircling government deeds, as well as from other alienated land in Tauhara North and Kaingaroa No. 2, and despite the government’s attempts to acquire it in the 1890s, it remained in Maori ownership as the century closed.

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1277 Park minute, 28 February 1893. Ibid. See also 1893, G-4, pp.2-7.
1278 MA-MLP 7/3, p.91.
1279 Sheridan minute to Park, 18 February, and Park minute 28 February 1893. N.L.P. 93/12, op cit.
1280 Tauhara Block History Report, p.1290. CFRT, June 2004. See also MA-MLP 7/3, p.91.
The government raised the prospects of acquiring Tauhara maunga at the end of 1895, asking Park if the owners were “inclined to sell the whole of the [Tauhara] 4A block, or the portion containing the mountain, 2,450 acres, and on what terms in either case.” Park reported back in January 1896, advising that Wi Maihi Maniapoto would probably “instigate his family not to sell,” adding that “the matter requires careful handling.” In the interim he offered to “try and buy a road way up the mountain if they object to sell.”1281

The maunga was left to lie for a time, but in response to renewed interest, and the threat of a compulsory acquisition, Maniapoto, on behalf of the Tauhara hapu, wrote to two Maori Members of Parliament, Wi Pere and Henare Tomoana, in November 1897:

If any person wrongfully or unauthorisedly shall hand over Tauhara mountain as a park to the government, both of you oppose such transaction. The government is exceedingly desirous to obtain possession of the said mountain. This is what they (my people) instructed me to say.

This is a word from myself in addition to the above. If you have seen that this mountain has been so dealt with, let me know, as I know who are the proper owners, but there is a Crown grant for the mountain.1282

That is, the government should deal not simply with the four hapu representatives on the title, but with all the owners.

The government had a different view of how to proceed, and was anticipating the total individualisation of the ownership of Tauhara Middle No. 4A, as had occurred with every other block in Tauponuiatia. This greatly facilitated purchase as individual interests could be readily acquired and then the government could press the remaining owners and the court to locate such purchased interests where it preferred to have them, such as at Tauhara maunga. Maniapoto’s concerns were forwarded to Premier Seddon by the Maori parliamentarian Wi Pere, and Seddon assured him that:

1281 Sheridan minute, 30 November 1895, and Park minute, 18 January 1896. N.L.P. 95/493, op cit.
1282 Maniapoto, Waipatu [Hastings], to Tomoana and Pere, 2 November 1897. Op cit.
the government does not propose to deal with the mountain in any way contrary to the wishes of the native owners, who, when the Native Land Court has determined their relative interests, may possibly be asked to sell at least a roadway up the mountain sufficient for the accommodation of tourists and others.\textsuperscript{1283}

The pressure for the mountain was coming from local settlers and business interests linked with tourism. They had pressured former Native Minister Cadman to acquire Tauhara maunga “as a public reserve.” He had promised to do so “if possible, or at least secure a road up it,” and in the meantime the government awaited the Native Land Court’s definition of relative interests.\textsuperscript{1284} It was assumed that the individual owners would be more readily induced to co-operate than the existing hapu representatives on the title.

The local council had a better idea of what pressures might induce Tauhara hapu to give in to settler wishes. A press clipping of about July 1898 indicates that the Taupo Domain Board had secured funding for a road up Tauhara maunga and it was urging that the work be commenced promptly, “because the present time is the favourable time for getting it done cheaply, many of the Opepe natives being in sore straits for food owing to their crops having been destroyed by frost at the beginning of the year.” It was anticipated that “tourists would much appreciate this track, the view from the summit of Tauhara being unsurpassable in its grandeur.”\textsuperscript{1285} The growing Pakeha mania for ‘scenery preservation’ was taking hold at this time, as is discussed in Peter McBurney’s evidence.

A short note from four of the Tauhara Middle No. 4A grantees reflected the need observed by the Taupo Domain Board. It said simply, “we desire to sell part of Tauhara Middle over 3,000 acres.”\textsuperscript{1286} Land purchase officials were in Taupo in July 1898 and reported on how an unfavourable climate for crops – due to the devastating frosts that hit the central North Island – created a favourable climate for buying land. Local Maori:

\begin{itemize}
\item Seddon to Wi Pere, 11 November 1897. Op cit.
\item Sheridan minute for Seddon, 11 November 1897. Op cit.
\item Unsourced press clipping, no date [1898]. N.L.P. 98/125, op cit.
\item Mere Hapi and three others to Gill, 22 July 1898. Op cit.
\end{itemize}
complained to me of the want of food and work, they have neither potatoes or corn and are living very miserable lives. They asked me to purchase parts of Tauhara Middle block so that they may buy food till their crops will be ready (next April). I requested them to write me, will you please say if I may purchase 3,000 acres of Tauhara Middle Block and at what price per acre.\textsuperscript{1287}

Rather than proffer aid or finance to assist people to cope with the deadly frosts of 1898, the government exploited their need in an efforts to satiate the desire of settlers for a stunning vista.

This was seen as “an opportunity of our acquiring the Tauhara mountain.” Even though the shares of individual owners had not been defined, “we can estimate them close enough to make a safe advance on each.” It was thought that as much as five shillings per acre might have to be offered to secure the mountain (this being equal to the price of the lowest grade of Crown land), even though “the other unsold portions of the block are not worth purchasing at present.” Surveyor-General Smith agreed that five shillings per acre was not too much for the mountain, “but without it, the land is not worth buying.” It was agreed that half the price would be paid to those signing the deed, “balance to be paid on court defining relative interests,” with that balance obviously depending on those interests being defined in a way that secured Tauhara maunga for the government.\textsuperscript{1288}

Despite their need, the Tauhara people resisted the government’s cynical efforts to improve the outlook for Taupo residents. By October 1898, the Native Land Purchase Department decided to wait for the court to make its job easier as the purchase, “meets with opposition and I doubt anything can be done till a court sits.”\textsuperscript{1289} The hard-line Surveyor-General Smith would not let the mountain go that easily, particularly when he heard that “people are about to cut the trees off it, which must be stopped if possible, without the trees the purchase is worth little.” By November 1898, even Smith had to admit defeat for now, writing ruefully that, “unfortunately Tauhara mountain is just

\textsuperscript{1287} Gill to Sheridan, 28 July 1898. Op cit.
\textsuperscript{1288} Sheridan, Smith, and Gill minutes, August 1898. Op cit.
\textsuperscript{1289} Gill minute, 12 October 1898. Op cit.
outside the Thermal Springs District so there is no power in the Commissioner of Crown Lands to interfere. Can a Land Purchase proclamation be put over the land?"  

It could not. For now, the government was out of ammunition. Its efforts in the following century to acquire Tauhara maunga are addressed in other evidence.

4.7.16 Tauhara North

The 1869 Tauhara North title investigation, and the early disputes surrounding its customary ownership, were discussed earlier in this chapter. By a consensus established before the sitting of January 1869, the Native Land Court awarded Tauhara North, comprising 10,605 acres, to Hare Reweti Te Kume and Hare Matini (Matenga) Taua as representatives for Ngati Tahu. The title was under restrictions on alienation until such time as it was, “subdivided among the persons interested of the hapu Ngati Tahu.” That is, like the other Tauhara blocks it was essentially a tribal block under the management of the hapu’s rangatira and the protective restrictions of the government.

Neither the hapu’s ownership nor the government’s protective restrictions lasted for very long. The first hint of the cost of this new supposedly protective title was a survey lien of £65 6s. 6d. owed to Mitchell. After Te Kooti was driven away from Taupo, Mitchell returned, this time acting as land agent for the Watts Brothers of Napier. He subsequently claimed that he had all but completed the purchase of 7,500 acres of Tauhara North in about 1872, but the restrictions on alienation had prevented this. Mitchell then claimed to the government that Maori had agreed to transfer their agreements with the Watts (and himself) over to the government.  

Tauhara North thus joined Tauhara Middle in the government’s Taupo land purchase programme of the early 1870s. Shortly after their appointment as government land purchase agents, Mitchell and Davis met with Ngati Tahu and, on 16 July 1873, arranged the purchase of most of Tauhara North. Reweti Te Kume was paid a deposit of £10, as

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1290 Smith minutes, 28 October and 3 November 1898. Op cit.
1291 Mitchell to Ormond, 13 October 1873. MA-MLP 1/1887/185. Rose Documents, p.1560.
part of the plan of the two agents to acquire the block at a rate of “£60 per 1,000 acres,” or one shilling tuppence per acre; a total of £636 for the entire block. The survey lien was, in real terms, considerably less than the debt confronting the Tauhara Middle grantees, but given the similarity in the timing of the private and government transactions affecting both blocks, it is apparent that the lien was an important factor in the sale.

This was later confirmed in the Native Land Court by Reweti Te Kume’s influential brother-in-law, Hemopo Hikarahui, who said, “a part of the block was decided to be set aside to defray expenses. …to the government, to pay off the survey.” Hare Matenga also stated that Mitchell’s survey costs were a significant factor: “the interest on the survey lien was increasing year by year… that was why it was sold, because of the survey, and the money Te Reweti and I got was what was left after the survey lien was paid.” Mitchell himself was present at this court sitting and confirmed for the court that, “part of this as well as other blocks were taken by Crown to recover a survey lien.”

Nothing further was recorded until October 1873, when Mitchell and Davis reported having, “settled advances made on Tauhara North purchase with Reweti Te Kume and others.” There was no record of when these advances had been made, other than that they had now been settled and totalled £150. Accounting records indicate that the payments were made up of cash, such as £25 paid in equal shares to Reweti Te Kume and Matenga, and £30 paid in equal shares to Tamehana Te Kume, Wi Maihi Maniapoto, and Mere Hapi. Other payments were clearly related to advancing cash to people in times of need, as when Davis paid £10 towards the tangi for “Taituha,” or when Reweti was paid £3 at Maketu, where he was probably involved in a Native Land Court sitting. The single biggest factor in the £150 advance paid was Mitchell himself, or at least his survey lien. It had grown, apparently through interest, to £70.

1292 Mitchell and Davis to Ormond, 23 August 1873. MA-MLP 1/1873/159. Op cit, p.858.
1293 Taupo Native Land Court Minute Book No. 10, pp.64-65.
1294 Op cit, pp.312-313.
Before he could proceed with the deed, Mitchell had to have the restrictions on alienation removed. This was a mere formality for the government, so he forwarded the Tauhara North deed for the Governor’s signature in November 1874. This was promptly obtained, and the deeds returned. By January 1875, Davis anticipated a quick completion of the purchase.1297 His progress was indicated by the payment of another substantial instalment on 21 January 1875, during the big hui at Tapuaeharuru with Taupo Maori, convened to discuss many government land negotiations. However, notes taken at this hui show that there was great tension between the two grantees over the government’s purchase, which was referred to as Rotokawa, rather than Tauhara North. This should not be taken to indicate that Rotokawa itself was included in the purchase, as Hare Matenga, if not Ngati Tahu, certainly strived to ensure that it was not, despite the government’s efforts to secure the lake and its rich wetlands (see below).

The dispute, and the stormy progress of the purchase to date, emerged when Reweti Te Kume spoke at the January 1875 hui:

The people of Ngati Tahu are here to [take?] cash. There are others who are away. There are numbers not present. Those present agree to the cash for Rotokawa being paid. I have separated myself from the joint holder under grant this day. We were to guard the land for ourselves. We gave the land in the first instance to you two [Mitchell and Davis]. I was the person to oppose you. The land was [...] given by Hare Matenga and then I agreed. The tribe have now agreed to take the cash. Hare Matene [sic, Matenga] has left me together with my tribe to ourselves. He has left to take away the land from us and prevent you getting any portion of it. He will never be able to take the land back as all the people are agreed to let it go to you. Hare Matenga has taken cash and signed his name to the document of Rotokawa. The cash now in hand is the residue of the money. Hare Maten[g]a wishes to have the mana of Rotokawa. The land belongs to us all although we are only two in the grant. I shall suffer and he will trample over me.1298

1297 Mitchell to Native Department Under-Secretary, 14 November 1874; memorandum for Governor, 5 January 1875; and Davis to Young, 14 January 1875. MA-MLP 1/1905/80. Op cit, pp.2070-2079.
This indicates that Hare Matenga was resisting the sale, perhaps not of part of Tauhara North, but certainly of the part taking in Rotokawa, which had long been of customary significance to Ngati Tahu. In addition, it was where Paora Matenga had died in 1867.

Davis responded to Reweti Te Kume, and hinted at where the absent Hare Matenga had gone when he “left.” He had gone to see about legal action to retain Rotokawa. Davis told Reweti:

> You have spoken of you and Hare Matenga being the guardians for the whole tribe. You and Hare would be blamed by your tribe if you acted against the interests of the tribe. There is no blame [that] can fall on you. This is a dispute between your mana. He can never take the matter to the Supreme Court and if he did how are you to suffer. I complain of what I heard respecting your children trying to get goods on cheque.  

Not only does Davis indicate that Hare was contemplating court action to retain Rotokawa and challenge the government’s dealings, but that the land had been used as a source of credit by younger Ngati Tahu, possibly including Reweti Te Kume’s children. Such debt would have to be cleared through the sale of the land, given that there were then few other options available to Reweti. The legal action being considered by Hare Matenga may have related to the restrictions imposed on the title in 1869; however questionable these were, they should not have been ignored by the government as the Native Land Court had required that before they be removed the land would have to be allocated to the individual Ngati Tahu owners, not just to the two kaitiaki on the title.

Hare Reweti rejected any further delay; “Let the cash £200 be paid this day and let it end this trouble.” Mitchell’s notes record after this that, “the cash said to have been paid viz. cheque for £200 returned.” This seems to have been a reference to those present demanding cash, rather than the cheque previously offered by the agents. Ihaka then spoke and confirmed his acceptance of the sale, and the desire for cash: “I agree to you paying the cash to us this day.” Te Aranui expanded on this:
We came and wished to hear respecting the cash paid to Reweti and Matenga. We asked Matenga for his causes of objection and he did not disclose the cause of his displeasure. I will not join him and ask for all the cash to be paid into my hands this day. It will be for me to consider the claims of those people. I ask you for the £200 cash and I will follow him up.\textsuperscript{1300}

Ihaka rejoined that the agents should, “leave the consideration of the money to us. We can hand some over to the opposition or not as we desire.”

It was clearly improper for Mitchell to proceed in the absence of one of the two kaitiaki, Hare Matenga. He said something about his and Davis’ instructions regarding not paying cash in such cases, “but under the circumstances we will allow some portion of the cash to be paid” (crossing out in original). He obviously thought better of the entire statement later, and subsequently obliterated the passage, but it remains (barely) decipherable. Mitchell then paid £125 to Reweti “and hapu” for the land.\textsuperscript{1301} Rather more dubiously, his accounting records further assert that £100 was also paid to Hare Matenga at this time, but he was not even present. This rather calls into question the veracity of his accounting records, records which were later frequently condemned by officials for being slovenly and inaccurate. The Tauhara North accounts certainly bear this out.

This instalment of £125 (or £220 as he claimed, even though his alleged numbers add up to £225) was supposed to be the final payment, but later developments required the payment of further sums. The January 1875 payment totalled £220, with over half this going to Te Reweti Te Kume (£125) and another large sum for Hare Matenga (£100), with a mere £10 for Hariata Matenga and, a further £10 for Reweti Te Kume; obviously this adds up to £245, which makes reconciling these numbers rather difficult. Even so, the £220 claimed took the recorded purchase payments to £370.\textsuperscript{1302} In fact they were lower than that, for Mitchell had hidden additional survey costs within these payments, payments that ostensibly went to Maori as part of the purchase (see below).

\textsuperscript{1299} Ibid.
\textsuperscript{1300} Ibid.
\textsuperscript{1301} Ibid.
Hare Matenga later told the Native Land Court that, “all the people generally” had asked him and Te Reweti to sell the land: “It was not ourselves only!” This is clearly confirmed by the January 1875 hui. Nonetheless, he claimed that Te Reweti had received nearly all the purchase payment before he divided it up amongst others, giving “Ngati Tahu £50 out of it, that was the only money he divided.” Hare said he later “drew” £115 of the purchase money, “at the request of a man of Ngati Tahu called Heretaunga… I gave Heretaunga £35 out of that, for Ngati Tahu.” Nepia Matenga also received £50 “for his section of Ngati Tahu.”

By the time Davis took a leave of absence in April 1875, it was thought that all that was needed to complete the Tauhara North purchase was a survey of the government portion, as not all of the block was included in the deed. Somewhat inexplicably, further expenditure was charged against Tauhara North in May 1875, including £10 paid by Davis to Te Heu Heu as a “gratuity,” as well as £13 2s. paid by Davis to the shopkeeper Maney to pay for food for Maori. This is particularly odd given that Davis was on leave at this time, and did not return to Taupo until June 1875. Quite why these sums were set against the Tauhara North account is not clear.

Once the survey of the government purchase was complete, the deed was ready for signing on 10 August 1875, during another big Tapuaeharuru hui on land matters. The total purchase payment was recorded as £370 (including the £70 survey lien), for which the government thought it had acquired 7,829 acres at a rate of less than one shilling per acre. Corrections to Mitchell’s survey later reduced the acreage to 6,714 acres, which took the price per acre to just over one shilling per acre, still less than the price earlier agreed with the grantees. Mitchell filed a report on the Tauhara North purchase on 6 September 1875, revealing, perhaps inadvertently, that the land’s owners had only been

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1303 Taupo Native Land Court Minute Book No. 12, pp.84-85.
1305 MA-MLP 7/2, p.95.
1306 Rose, pp.131-132.
paid £255, reducing the payment rate to a mere eight pence per acre. The rest of the payments were for survey, including the £70 for the first Native Land Court survey, plus a further £45 claimed by Mitchell for the 1875 survey of the government’s block. That was a cost the government should have borne. Instead, it was hidden amongst what was supposed to have been a purchase payment of £220 (as noted above).

Mitchell’s superiors were not impressed with this hidden survey bill. It was observed, in the first instance, that his survey lien was for £65 6s. 6d., not the £70 he had charged the Tauhara grantees. Mitchell claimed this discrepancy was due to interest on the original bill, but the standard five percent per annum interest on the lien cannot be made to equal the £4 13s. 6d. interest charged by Mitchell. It merely looks as though he rounded up the account for his own benefit. The 1875 survey bill of £45 was far less acceptable, because Mitchell was at the time an officer of the government and hired to, amongst other things, purchase the block. He was not free to do survey work on the side, or to charge for it particularly when such a survey was for government purposes.

Mitchell’s official allies asserted in his defence that he had not actually charged for this survey and that the £45 figure related to his payment of £25 back to the grantees out of his £70 lien. The only part of this defence is that the numbers add up: in all other respects it is so nonsensical as to beggar belief, particularly when Mitchell himself had stated that there were two surveys and two charges; one of £70 and one of £45. A more serious flaw in Mitchell’s unorthodox accounting was that, according to the officials who sighted them, his original vouchers for payment made no reference to the 1875 survey or the £45. Although this sort of subterfuge was common practice for Mitchell, it was not approved of by the government. Despite the official condemnation, no effort was made to refund the money to the grantees, let alone any suggestion that the government should return the land wrongly acquired as a result of Mitchell’s duplicity.

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1309 Gill and Cooper minutes on ibid.
1310 Rose, pp.147-148.
The delay in getting the Tauhara North deed signed was also explained by Mitchell in his report of September 1875. He noted that Hare Matenga had initially refused to sign the deed, and only signed in August 1875, “after a careful explanation of all matters relative to the block in question by myself. Te Wetini, another Ngati Tahu chief, together with other members of the tribe have fully agreed to the transaction.” Mitchell’s “careful explanation” could not obscure the fact that Hare Matenga had not been examined by Major Scannell, in his role as Trust Commissioner by proxy (the Auckland-based Trust Commissioner Colonel Haultain usually devolved his responsibilities to local officials). The endorsement of the Trust Commissioner was required, and while this had been obtained in respect of Te Reweti, it had not been done with Hare Matenga. He had continued to oppose the transaction at the time Te Reweti was being examined by Scannell and had yet to appear before him, even after Mitchell ‘carefully explained’ matters to him. Mitchell hoped this minor technicality would not upset the deed, and that “nothing further is required to legalise the deed.”

There was, in fact, quite a bit to do to legalise the deed, in Maori eyes as much as from the official standpoint. This became apparent when, despite Mitchell’s hope, the Trust Commissioner did require Hare Matenga’s formal assent to the deed. The Trust Commissioner asked Taupo Resident Magistrate Major Roberts to go through what was expected to be a formality in April 1877, but Roberts soon discovered why Hare had declined to assent to the deed previously. Roberts reported that Davis was accused of having held back £15 of the purchase payment, and confirmed that Mitchell’s second survey was not only improperly charged, it was also improperly surveyed in that it did not follow the correct boundary line. In fact, there was not even any survey marked out on the ground, so just what Mitchell had wrongly charged the vendors £45 for is unclear.

There was certainly something going on as regards the purchase money. In May 1876, a further £25 was paid to Reweti Te Kume as an “extra” payment for the Tauhara North deed. This may have been intended as an advance on what Davis hoped would be the separate purchase of the highly valued land around Rotokawa which Ngati Tahu had retained. Davis noted in his report of June 1876 that he was making progress with this second purchase.\footnote{Davis to Native Department Under-Secretary, 15 June 1876. AJHR, 1876, G-5, pp.5-9.} Subsequently, probably after the complaint about Davis taking £15 of the purchase payment (the exact year in which this occurred is indecipherable in the document), a further £15 was paid to Hare Matenga.\footnote{MA-MLP 7/19, p.54.} This took the total payments to £410. Mitchell had retained £115 of this for survey, while various other sums had gone for food and tangi expenses.

Mitchell responded to the survey complaint in June 1877, saying the difficulty had been resolved. The objection of both grantees was to the direction of the boundary dividing the Crown’s purchase from the retained land in the eastern portion of the block (around Rotokawa). Mitchell claimed that Reweti Te Kume had subsequently “expressed himself satisfied” with the line on the plan, and was to accompany Mitchell, “on the ground to fix the direction of the line as laid down on the deed.” Nonetheless, he had drawn the line of the purchase to take in 7,829 acres but his line did not follow the boundary agreed to by the vendors and they were not assuaged. He then revealed that the costly line had not even been surveyed on the ground, “it not being considered necessary to incur the expense.”\footnote{Mitchell, Rotorua, to Native Department Under-Secretary, 30 June 1877. AJHR, G-7, pp.10-13.} This was probably due to his intention to acquire the rest of the land – the Rotokawa reserve – which would have obviated the need for a subdivisional survey (and enabled him to pocket the £45 he had charged for this non-existent survey). Just a few months later, District Officer Mair listed the residue of Tauhara North – dubbed Rotakawa reserve – as one of the “permanent reserves” being surveyed for Taupo Maori.\footnote{Mair to Clarke, 16 October 1877. AJLC, 1877, No. 19, p.4.} Perhaps he meant to say ‘impermanent’, for that was certainly the goal of other government agents.
Mitchell’s report of June 1877 did not indicate that the survey issue had been finally resolved, and nor did he even mention the money retained by Davis. As noted above, there appears to have been a payment of £15 made at some time to Hare Matenga. This may have resolved the difficulty for it was not raised again. Nonetheless, the lack of accountability and the absence of reliable documentation remains a feature of the operations of Mitchell and Davis throughout the Tauhara blocks and other Taupo lands.

What is known about the survey of the government purchase is that the grantees seem to have forced Mitchell to adjust his line in order to gain their assent to this most unsatisfactory transaction. This was confirmed by an addendum to the deed, dated 5 March 1879, written by Mitchell. He claimed that “some misapprehension exists or existed in the minds of the two grantees” as to the Crown’s boundary, so he had “agreed to reserve the portion between said boundary and Aratiatia, on to Hipawa for native purposes.” The only “misapprehension” had been in Mitchell’s mind, for he noted that this was the area they had sought to retain when Major Roberts made his inquiries for the Trust Commissioner. As a result the Crown’s portion of Tauhara North was reduced from 7,829 acres to 6,714 acres. Finally, in May 1879, the Trust Commissioner passed the government’s reduced purchase of Tauhara North.

The residue of Tauhara North consisted of a triangular portion of 3,891 acres extending from the apex at Tauhara maunga, out to Rotokawa and on to the Waikato River, and then along the river to the government boundary. Given the thermal features of this area, the government soon became interested in acquiring it, and in 1883 officials were advised that, “it is very important if possible that [Rotokawa] should be acquired by the government. There are the most valuable sulphur springs there that I have seen.” It was recommended to Native Minister Bryce that the block be purchased for £1,500, about seven times what the government had previously paid per acre for the bulk of

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Tauhara North. Bryce was less interested in thermal wonders, replying, “I don’t think it would be advisable to purchase this poor and worthless country for 7s. 6d. per acre.” The only value of the land lay in the thermal springs, he believed, so he thought it worthwhile to make inquiries as the owners “may be disposed to sell at a more reasonable price.”

Mair was unable to get any signatures on the deed sent to him for this purpose, as Hare Matenga was absent in the Rohe Potae, and the successors to Reweti Te Kume would not act until he returned.

There the matter lay until 1892, when the government renewed its efforts to acquire Rotokawa. The lake was a valued feature of the land for Ngati Tahu, due to the many ducks that could be hunted there and the other resources found in such wetland and lake areas. However, by the 1890s the hapu were alleged to be more willing to alienate the land for reasons that were advanced by local land purchase officer Park:

“since the Europeans have acquired cattle and horses the birds have deserted the lake as they have been so frequently disturbed, and thus the object for which the property was originally reserve no longer exists.”

Park advised that the land could be acquired more cheaply ahead of a forthcoming Native Land Court, which might partition the land and complicate the transaction. Surveyor-General Smith considered the land was worth no more than one shilling sixpence per acre “and only then on account of the sulphur [deposit] at Rotokawa.” Park appears to have exaggerated the destruction of the wildlife at Rotokawa, as Hemopo Hikarahui told the Native Land Court that, even five years later, Ngati Tahu were still gathering birds there, and he had taken some from Rotokawa as his contribution to a large hui at Rotorua. He also referred to other parties of hunters using the lake, so Park may have exaggerated the damage done to the lake in order to promote his planned purchase.

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1321 Gill and Bryce minutes, 4 April 1883. Op cit.
1322 Mair to Gill, 23 April 1883. Op cit.
1324 Taupo Native Land Court Minute Book No. 10, pp.73-74.
Any purchase was delayed by the application of the owners in the 1890s for a Native Land Court inquiry under the Native Equitable Owners Act 1886.\textsuperscript{1325} This Act was designed to allow individual owners previously excluded from the title by the ‘ten-owner rule’ of the Native Lands Act 1865. As noted earlier, the two men on the title of Tauhara North in 1869 were put there as hapu representatives (or trustees), not as sole legal owners, but the law (prior to 1886) failed to make this distinction. With their deaths, there was a danger that the numerous successors would be considered to be the sole legal owners and might not uphold the kaitiaki role of their matua. For instance, Tamihana Te Kume wrote to the government in August 1893, offering to sell Rotokawa.\textsuperscript{1326} The 1886 Act allowed the individual hapu members to gain access to the title, thereby increasing the individualisation of the title, and rendering its piecemeal alienation more likely. A more appropriate legislative response would have been to ensure that the role of hapu leaders in the management of the land was recognised, but that would not have been conducive to land purchase nor to the government’s individualising agenda.

In fact, the 1886 Act could not apply to Tauhara North as part of it was already alienated, but Judge Scannell was unaware of this as the government had never taken its purchase to the Native Land Court to obtain a title and he remained unaware of it. Thus, the equitable owners inquiry was well under way before the court realised it should not have commenced it. The equitable owners case was called on 19 January 1897 but was adjourned to 25 January 1897. At the end of the first day’s inquiry, the court issued an interlocutory opinion confirming that the two grantees, “were not intended to be absolute owners, but trustees for others.”\textsuperscript{1327}

The next step was to ascertain the names of those who should now be included in the title, an inquiry that commenced on 27 January. When Reweti Rakahere sought to include people born since the title was first awarded in 1869, the court advised him that, “these names are struck out” as only those with rights and who were living in 1869 could be

\textsuperscript{1326} Tamihana Te Kume to Gill, 25 August 1893. Op cit.
\textsuperscript{1327} Taupo Native Land Court Minute Book No. 10, pp.7-8, and 18-21.
included. If they had since died, then successors could be appointed, meaning another round of applications, hearings, and court costs. The experienced kaiwhakahaere Hemopo Hikarahui ran the case of Poihipi Te Kume’s party, the minutes noting that Hemopo was acting “without fee” in this case. This seems to be linked to Hemopo having his own claim to Tauhara North, through his marriage to Reweti Te Kume’s sister. Evidence as to ancestry and occupation of the Rotokawa and Tauhara area was given over several days by the heads of the various claimant parties, including Poihipi Te Kume, Whata Hera Peka, Hoera Watene, Nepia Matenga, and Hare Matenga Tana.

The ongoing strain of extended court sittings was apparent at the end of several weeks of sittings, when Poihipi Te Kume told the court when it opened on Saturday, 30 January 1897 that, “yesterday and today I have had no food and I ask the court to adjourn this case till Monday.” Moreover, the fees for the several cases heard over two weeks had already amounted to £16 3s. Poihipi’s rival, Reweti Rakahere, was not sympathetic, telling the court that there had already been adjournments so he wanted to go on, adding, “tomorrow will be Sunday and he [Poihipi] could look for food then.” The requirements of the sabbath appear to have relaxed at Tapuaeharuru over the years. The court did adjourn but not out of any recognition of Poihipi’s plight, telling the claimants that as it was a Saturday, and as they were “a very heavy gale blowing, making hearing almost impossible,” the court was adjourned to Monday.

The case continued from 1 to 10 February 1897, when once again the pressures of the Native Land Court led to a further adjournment. On the afternoon of Wednesday, 10 February, Reweti Rakahere advised the court he had to attend a Rotorua Native Land Court on short notice. He asked for his part of the case to be adjourned until he returned over the weekend. This was granted but before then, the court was held up by another delay; the Native Land Court Chief Judge was unable to get to Tapuaeharuru in time for a scheduled Appellate Court sitting on Friday, 12 February, and nor had he arrived on

1328 Op cit, p.63.
1330 Op cit, p.61.
Saturday, due to poor weather and rising rivers on the rough road from Tokaanu. Non-appearance by Taupo Maori at Native Land Court sittings was rarely, if ever, an acceptable basis for a re-hearing but in this case, there was no show without Punch. An added difficulty was inadequate accommodation for the Maori present. They had been “obliged to live in tents” throughout what was already a month-long sitting, but the heavy rain of 11 and 12 February flooded their tents and made cooking impossible, so they sought an adjournment of all other court business. The court adjourned to Monday, 15 February 1897.\textsuperscript{1331}

The case continued through 15 and 16 February before adjourning to allow the Appellate Court to sit on a Pohokura block matter. When this too was soon adjourned, Tauhara North returned to the court later from 17 to 19 February, before the Appellate Court resumed.\textsuperscript{1332} Tauhara North briefly returned to the court on 25 February before the case finally closed on 1 March, when Hare Matenga revealed the details of the sale of part of the block to the government a generation earlier. When others had brought up this issue earlier, the court had observed that, despite a search of the files, it had no record of any transactions affecting the title. This time, the court finally noticed that the transfer of 6,714 acres was registered on the back of the Tauhara North Crown grant, so the 1886 Act did not apply and “any proceedings… are void.”\textsuperscript{1333}

Rather than abandon the inquiry, the court proposed that the claimants apply to the government for an order in council under the Native Land Court Act 1894 (s.14 ss.10) or the Native Land Court Court Act 1894 Amendment Act 1896 (s.21), under which a similar inquiry could take place. This was arranged in March 1897, and the new inquiry under the 1894 Act proceeded from 1 June 1897, although the existing evidence taken for the void inquiry was accepted as evidence for the new inquiry.\textsuperscript{1334} The new inquiry ended on 4 June (although the closing statements, which took half the day, were not even

\textsuperscript{1331} Op cit, pp.62-91, and pp.102-192.  
\textsuperscript{1332} Op cit, pp.194-222, and pp.226-250.  
\textsuperscript{1333} Op cit, pp.312-313.  
\textsuperscript{1334} Op cit, p.321; Taupo Native Land Court Minute Book No. 12, pp.84-106, and; J 1/1897/299. National Archives. Supporting Documents, pp.2046-2051.
recorded) and judgement was given the following day. The court ruled that none of the objections put forward by various parties to the lists of other parties were sustained, so that all those in the five lists submitted by the parties were admitted to the title. Moreover, the shares of each were deemed to be equal. Reweti Rakahere had argued that some had benefited more than others from the distribution of the government’s purchase money, so their shares should now be reduced, but the court did not agree, observing that:

> the money, as far as we can gather, was distributed according to the custom in those days, some benefiting, some not, and it would be impossible for the court now to decide with any degree of certainty how far each did benefit and what deduction should be made for such benefit.¹³³⁵

The court’s order resulted in 103 individuals being awarded title in 103 equal shares and, despite an appeal, this was confirmed in November 1903.¹³³⁶ The fate of the residue of Tauhara North in the twentieth century is outlined in other evidence.

### 4.7.17 Tauhara South

The 1869 Tauhara South title investigation was discussed earlier in this chapter. By a consensus established before the sitting of January 1869, the Native Land Court awarded Tauhara South to the hapu named at the court Aperahama Werewere, who also gave the boundaries for the block, then estimated to comprise 27,000 acres. He also named the hapu representatives who were to go on the title:

- Ngati Te Rangiita
- Ngati Purua
- Ngati Whanaurangi
- Ngati Hingaawatea
- Ngati Rua
- Ngati Te Ranginui
- Te Heu Heu
- Arapeta Te Onemihi
- Rawiri Kahia
- Hami Pahiroa
- Te Roera Te Tauri

Tauhara South was ordered to be inalienable by sale, mortgage, or a lease longer than 21 years, but only “until the same shall have been subdivided among the following hapu interested therein; viz., Ngati Te Rangiita, Ngati Purua Ngati Whanaurangi, Ngati Hingaaawatea, Ngati Rua, Ngati Te Ranginui, and Ngati Tuataka.” That is, once the block was divided up into hapu portions, the matter of restrictions on alienation would be revisited.

As also noted earlier, Tauhara South was, upon survey found to comprise 35,000 acres. Mitchell’s survey of the block cost the owners £215 10s, an amount that was then charged against the block. As with Tauhara Middle, it appears that the plan of the Tauhara South hapu for ridding themselves of the burden of Mitchell’s survey lien was the alienation of a considerable part of the block. Given Cox’s abandonment of his lease in 1869, the proposed sale was to be to Buckland, for whom Davis had been acting, but he withdrew when he discovered that the title was restricted as to alienation. Mitchell and Davis subsequently claimed that Buckland had agreed to acquire 11,000 acres of the block at a cost of £630, equal to a rate of just over one shilling per acre. The two government land purchase agents reported further progress in a report of August 1873, stating that they had met with Rawiri Kahia and his people on 21 July regarding the purchase of Taharua and Tauhara South.

No further progress seems to have been made with the purchase of Tauhara South. However, the Taharua and Tauhara South blocks remained linked, as they had been during Buckland’s negotiations. When he offered his interests to the government in February 1874, he offered only Taharua, not Tauhara South. He offered to sell his interests in Taharua to the government for £500, claiming that Mitchell and Davis had already expended £200 on the purchase as well as arranging for the costly survey of the

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1337 Taupo Native Land Court Minute Book No. 1, pp.196-197.
block. On Mitchell’s recommendation, the government accepted Buckland’s offer and he was paid his £500 in March 1874.\(^{1342}\)

For reasons that are not apparent, the government did not get further involved in the purchase of Tauhara South at this time, so Rawiri Kahia discharged the Tauhara South survey costs by paying for them with Taharua land rather than Tauhara land. This seems to have been acceptable to Mitchell as Rawiri was a leading grantee in both blocks. In October 1873 Rawiri acknowledged the discharge of Tauhara South survey costs of £230, along with Taharua survey costs of £200; the costs being paid for in land. The accounting records note that, “These survey costs paid out of purchase money according to agreement with Buckland.”\(^{1343}\) This was not the end of the Taharua and Tauhara South links, as part of the final Taharua payment made in February 1875 (£180 out of £436) was noted as being paid to Ngati Te Rangiita at “Tauhara South.”\(^{1344}\)

Despite the early discussions in July 1873 concerning the purchase of Tauhara South, the discharge of the survey costs through the sale of Taharua seems to have relieved the pressure on the grantees to sell Tauhara South. The more favoured option of leasing was instead proposed. This first became apparent in August 1874 when Mitchell and Davis reported that Tauhara South had been offered for lease. Although the land was “about the average of Taupo country,” it was noted that it “contains considerable bush” as well as “giving access to the extensive Kaimanawa forest.” They suggested a rental of £100 per annum, rising to £150 towards the end of the term. In reply, an official, St John, asked about the boundaries of the block and the state of the title, but nothing further resulted from the report.\(^{1345}\)

There was nothing further in the accounts and reports of Mitchell and Davis concerning Tauhara South, but later correspondence indicates that they did pay some advances on

\(^{1341}\) Mitchell and Davis to Ormond, 23 August 1873. MA-MLP 1/1873/159. Rose Documents, p.858.
\(^{1342}\) Rose, p.50.
\(^{1344}\) Ibid.
behalf of the government against Tauhara South (see below). The next official reference
to Tauhara South is the lease of the block by Morrin and John Grace in July 1880. By this
time Arapeta Te Onemihi had died, but his successors were minors and as with the
Tauhara Middle lease and purchase, this seems to have complicated any transaction
involving the title, as did the unorthodox restrictions on alienation placed on the title by
the Native Land Court. After the government refused to register the lease, Grace’s
Auckland lawyer Browning finally applied in August 1881 for the Governor’s consent to
the leasing of the interests of the minors (by their trustees).1346 This was eventually
obtained and the lease registered in February 1883, although details such as the rent paid
or any other conditions are not apparent from the surviving records.1347 Correspondence
from Grace indicates the rent was £150 per annum (see below), something of an
improvement on the rent offered by the government a few years earlier.

The Tauhara South lease was a central part of Morrin and Grace’s Tauhara South run, a
large farm of 67,400 acres which also took in 8,600 acres of the adjacent Tauhara Middle
block in the Waitahanui area (see above) as well as Taharua South freehold acquired
from the government (as a result of Mitchell’s purchasing efforts), a lease of Taharua
North, and a lease of Patehe and Pahikohuru blocks. The Tauhara South run was
managed by Grace, with Morrin obviously providing the capital. The pair were also
involved in a similar partnership for the Okahukura run (with a third partner, Studholme;
see section on Okahukura in Chapter 6) and also at Pukawa and Waihaha.1348 As always,
it was a family affair with the Graces, and John Grace stung his business partners (who
were putting up the capital) with a bill of £48 6s. from Lawrence Grace for his work in
negotiating the lease of Tauhara South in June 1880.1349

1345 Mitchell and Davis, Taupo, to Ormond, 5 August 1874. MA-MLP 1/1874/292. National Archives.
Supporting Documents.
1346 Browning to Native Department Under-Secretary, 15 August 1881. MA 13/24a. National Archives.
Supporting Documents.
1348 Grace to Browning, 8 May 1882. MSY-3469, Tauhara South Run Letterbook, 1880-1886, p.12.
Alexander Turnbull Library.
With the speculative Morrin supplying the capital, there was obviously something more
than a mere lease envisaged. Once the land was tied up in the lease it did not take Grace
long to start advancing rentals to the needy lessors, building up a debt relationship that,
so it was hoped, would end with the sale of the more desirable freehold. The extent of the
lessors’ need facilitated this process. Grace advised Morrin of the need to advance rent, in
the form of stores from his local shopkeeper allies, as early as October 1880, in his very
first report from the Tauhara South run. He told Morrin that he had to advance the owners
money, “on account of first year’s rent, by order on Mr Joseph Gallagher, storekeeper of
Taupo, flour and sugar, as they were starving, amounting to £50 or more.” He added, “I
may have to give them some more food in this way before their crops are ready.” Grace’s
requests for Morrin’s capital input were frequent, and he sought the funds required by the
end of November, although the further £70 he sought was not advanced by Morrin until
December.1350 The advances seem to date back to August 1880, when £5 was recorded in
Grace’s cashbook as an advance to Te Heu Heu on Tauhara South.1351

Grace’s advantage over the grantees was promptly exploited, and by December 1880 he
advised Morrin that the freehold of Tauhara South could be acquired, “for about half-
crown per acre.” An advance of £400 was “ample” to secure a transfer, with the balance
in three months time. Grace offered to split the cost evenly with Morrin, or three ways if
Studholme joined the deal, and urged that the purchase “will greatly enhance value of
Tauhara [run].”1352 Studholme subsequently joined the partnership during 1881. In
response to query from Morrin about the need to purchase, rather than continue the lease
(perhaps until purchase was more convenient or advantageous), Grace promptly replied
on 9 December 1880 that more than a lease was required as the grantees wanted to refund
advances paid to them by the government and “therefore must sell to someone.” He also
referred to a “small native reserve” nearby that was in the way but assured Morrin that

1350 Grace to Morrin, 28 October and 7 December 1880. MSY-3469, Tauhara South Run Letterbook, 1880-
This could “leased or purchased.”¹³⁵³ This may be the Rotongaio reserve in the Tauhara Middle portion of the run.

Despite this proposition, little progress was made with the purchase in 1881. Morrin may have become over-extended with his numerous other speculative ventures around Taupo and southern Waikato. Grace maintained his advantage though, and his intent, telling Morrin in November 1881 that, “I have thought it proper to pay the natives second year’s rent [£150] in Tauhara South in advance again this year as a means of smoothing negotiations for rest of block and procuring occupation.”¹³⁵⁴ The paying of advance rentals continued through 1882. For instance, Grace’s accounts for the Tauhara South run during the period January–September 1882 included £42 5s. paid as “advances to natives on account of rent due.” During October 1882, he paid a further £10 to Maori as “advances… on account of Tauhara South rent.” This was linked to the rather significant sum of £8 18s. 6d. paid to Resident Magistrate Scannell’s clerk, Thompson, for attesting the signatures of the Tauhara South grantees.¹³⁵⁵ The utility of the services provided by Scannell and Thompson was often noted by Grace. A further £50 was advanced in November 1882 on the rent of Tauhara South and Part Tauhara Middle leases.¹³⁵⁶

The moves towards purchase of Tauhara South firmed up in 1883, when Grace reported that he had succeeded in getting the consent of the Tauhara South owners to sell the best half of the block – about 15,000 acres – at three shillings per acre (the lease being maintained, but at half the rent). He qualified this, saying the true price was a few pence less, but the expenses of Maori land dealings pushed the price up to three shillings per acre, a total of £2,250. In other words, such expenses reduced the price Maori could obtain. Grace wrote that he had paid £300 on account, and had also induced the grantees to send a petition to the Governor seeking the removal of the restrictions on alienation.¹³⁵⁷

¹³⁵³ Grace to Morrin, 9 December 1880. Ibid.
¹³⁵⁴ Grace to Morrin and Studholme, 5 November 1881. Op cit, p.3.
¹³⁵⁵ Grace to Morrin, 31 August and 18 October 1882. Op cit, p.27 and p.33.
In fact, Grace was entangled in other dealings for the Tauhara South run. His accounting records indicate that by March 1883 he had commenced acquiring Morrin’s interests in the farm, paying him a £500 deposit for his leasehold interests in Tauhara South, the Waitahanui leasehold portion of Tauhara Middle, the lease of Te Patehe, and the Taharua North freehold.\textsuperscript{1358} The purchase would also have included stock and improvements. This transfer was formally registered in August 1883, on the same day that Grace mortgaged his new holdings to Morrin for £5,000.\textsuperscript{1359} The mortgage was comprised of: £2,625 for stock; £675 for the purchase of the Tauhara South lease, £950 for the Taharua North freehold; £330 for the Patehe and Waitahanui (Tauhara Middle) leasehold interests and improvements, and; £99 8s. 6d. of debts and advances to the Maori grantees that was recovered by withholding rent due or deductions from shares of the Tauhara South purchase payments.\textsuperscript{1360} An earlier draft version of this mortgage was for £4,000, and was registered against the stock and improvements on the Tauhara South run.\textsuperscript{1361}

By the end of 1883, the purchase of the better half of Tauhara South was well advanced, with numerous small advances made to the grantees. Such advances were often not made in cash but consisted in paying off old store accounts at the Waihi and Hatepe stores in which the Graces had an interest. Some of these store accounts dated back many months, such as a Waihi store account of April 1883 discharged by a £20 payment to Te Roera Te Tauri in September 1883, a payment that was set off against his Tauhara South interests.\textsuperscript{1362} The purchase of Tauhara South proceeded simultaneously with the purchase of Runanga No. 1, as there were some grantees common to both, and by the end of 1883, Grace had advanced £560 4s. 10d. to four key grantees in both blocks: Te Roera Te

\textsuperscript{1358} Cashbook at end of John Edward Grace diary, 1883. 85-173-2/1. Alexander Turnbull Library.
\textsuperscript{1359} Title details with N.L.P. 90/55, with MA-MLP 1/1897/121. National Archives. Supporting Documents.
\textsuperscript{1360} Grace accounts summary for Tauhara South run, MSY-3469, Tauhara South Run Letterbook, 1880-1886, p.94. Alexander Turnbull Library.
\textsuperscript{1362} Cashbook at end of John Edward Grace diary, 1883. 85-173-2/1. Alexander Turnbull Library.
Tauri, £148; Hami Pahiroa, £128; Rawiri Kahia, £112, and; Te Heu Heu Horonuku, £14.  

Grace soon found himself in trouble with the £5,000 mortgage, but sought to meet the interest payments through working for Morrin as land agent for his intended purchase of Runanga No.’s 1 and 2 and other blocks. For instance, the £60 he owed on an interest payment due at the end of December 1883 was almost equal to the advances he had made for Morrin on Runanga No. 2 to Hori Te Tauri and Werawera Rangipumao, plus £5 paid to Te Roera Te Tauri for signing the subdivision application required for the Tauhara South purchase. Such payments were doubtless similar in nature to the many others noted for Tauhara South; not so much cash as payments made to clear existing debt to Grace or his shopkeeper allies. Grace also charged commission of four pence per acre for the purchases undertaken on behalf of Morrin and by the end of 1883 he had earned £518 for the more than 31,000 acres of land he had purchased for Morrin.

Despite such measures, by February 1884 Grace was desperate to clear his huge debt to Morrin, even offering to sell the Tauhara South run back to him for £4,000, the amount required to discharge the outstanding mortgage. This would have represented a huge loss on his investment. At the same time, Grace had also borrowed the oddly exact sum of £722 3s. 5d. for his purchase of Tauhara South. As is noted in Chapter 5, Grace wrote several letters to his brothers bitterly decrying Morrin at this time for the financial pressure he was placing on Grace.

At one stage Grace sought to onsell the entire run to his brother Lawrence. Instead, from about November 1884 he managed to lease the run to Dr Curl of Rangitikei, charging him £350 rent for the Tauhara South portion of the run, which was substantially

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1364 Grace to Morrin, 26 December 1883. Op cit, p.90.
1368 John to Lawrence Grace, 12 March 1884. Op cit, p.145.
more than Grace had been paying to the owners under his lease. The Morrin mortgage was transferred to the Bank of New Zealand in May 1885.\footnote{1369}

The Maori grantees had nothing to do with Grace’s financial wrangles, but ultimately it was their land, or at least his speculations in it, that was to help get him out of trouble. Not all were interested in helping this tenant, in-law, banker, and land purchaser, or at least not if it involved losing their land. In the midst of the purchase process, in October 1883, 22 members of Ngati Te Rangiita wrote to the Native Minister protesting at:

> the hardship that has come upon us the hapu by the persons whose names were put in the Crown grant of the Tauhara South block, this is the hardship, we have no land for us and our children to occupy and on which to place other property (stock) of ours for we have a right to that land which has been disposed of by sale, negotiated by Europeans with the people who were in the grant, that land was leased by us and the grantees, and a portion of it was sold to the lessee by the grantees, and we now appeal to you to keep the restrictions fixed on Tauhara South which the grantees were induced to sell when under the influence of spirits (drunk).\footnote{1370}

Amongst the Ngati Te Rangiita signatories were Winiata Te Heu Heu and Hori Te Tauri. This raises several questions about Grace’s conduct. For a start, the use of liquor in payment for land should have rendered the transaction invalid. The letter also indicates that the purchase had been completed, even though it had yet to be officially investigated or the block partitioned to divide the purchased from the withheld portions. Moreover, it appears that Grace had already identified and occupied the portion he wanted (the best half of the block) without reference to the Native Land Court or to Ngati Te Rangiita, who sought to utilise some of the good land for their own purposes.

This letter is on the same file as the earlier 1881 application to remove the restrictions on alienation from the block to enable the interests of minors to be leased. What is not on

\footnote[1369]{Grace receipt for Curl, 27 May 1885. Op cit, p.211. See also title details with N.L.P. 90/55, with MA-MLP 1/1897/121. National Archives. Supporting Documents.}

\footnote[1370]{Enoka Te Aramoana and 21 others, Hatepe, to Native Minister, 3 October 1883. MA 13/24a. National Archives. Supporting Documents.}
file is any petition for removal of restrictions to enable sale, even though Grace claimed to have arranged this in June 1883 (see above). Official inquiries into Ngati Te Rangiita’s complaint confirmed that no application for removal of restrictions had been received, and that nothing was on record relating to any purchase. The hapu were assured that the restrictions would not be removed without due inquiry.$^\text{1371}$

No record of any such inquiry into the removal of restrictions has been located, although the purchase of more than half of Tauhara South was completed in 1884 and a partition of Grace’s interests completed in December 1884 (see below). That the outcome was pre-determined is indicated by Ngati Te Rangiita’s protest in October 1883. It was further confirmed by Grace’s survey of ‘his’ share without reference to the Native Land Court or to the grantees; in February 1884 he paid one of Mitchell’s surveyors £37 1s. 1d. for the subdivisional survey of Tauhara South A.$^\text{1372}$ The purchase of further interests was also completed through 1884, such as the June 1884 payment of £33 10s. for Hami Pahiroa’s share in Tauhara South. This payment was related to two debts owed by Hami; one to Reilly and McKenzie for a boat (presumably £30), and a smaller payment of £3 that was linked to an April 1884 debt of Hami’s for 200 pounds of flour supplied to him in January.$^\text{1373}$

### 4.7.18 Tauhara South Partitions

The long-planned partition of Tauhara South into purchased and retained portions finally proceeded in the Native Land Court in December 1884, more than a year after the purchase of more than half the block appears to have been arranged (and objected to by Ngati Te Rangiita). Grace took no chances, hiring retired Native Land Court Chief Judge Fenton to run the case for him. Fenton made it clear that one portion of the block was for sale and the other was for the tribe, including the grantees, although the sale was now to yet another of the Grace brothers, Charles, even though it was intended that it would end up in John’s hands (as occurred in December 1886).

1371 Minutes of November 1884 and January 1884 on ibid.
1373 Ibid.
Hami Pahiroa told the court that the subdivision had been arranged and that the owners wished to retain the western portion, adjacent to the lake and taking in important kainga on the Hinemaiaia River. There was apparently a reserve of 100 acres excluded from the lease near the mouth of Hinemaiaia.\textsuperscript{1374} He explained that they wished to remove the restrictions on the eastern portion, to be sold, but retain the restrictions on the western half. Accordingly, the court ordered that Tauhara South A be awarded to Grace, and Tauhara South B be awarded to the hapu members identified by the owners; the ownership list comprised 83 individuals. Despite the request of the grantees, there were no restrictions imposed on the title.\textsuperscript{1375} This was the result of an error by the Native Land Court, an error that it corrected by issuing a caveat in March 1886 forbidding any dealings with Tauhara South B until such time as a new title was issued that included the restrictions.\textsuperscript{1376}

Mitchell explained that the eastern portion for sale was thought to contain 20,030 acres, which was rather more than half the block but he considered it fair that Grace continue to pay half the rent due on the lease for the retained portion (which remained under lease).\textsuperscript{1377} This indicates that the retained portion was of greater economic value than the sold portion. It transpired that the block in fact contained but 18,900 acres.\textsuperscript{1378}

The existing purchase of Tauhara South A was subsequently formalised by a deed of transfer dated 2 May 1885, under which the 18,900 acres was sold to Charles Grace for a total of £2,075.\textsuperscript{1379} Given the area Grace thought he had acquired (over 20,000 acres), the purchase was intended to be at the rate of two shillings per acre. The Auckland Trust Commissioner was supposed to have inquired into the transaction and approved it before the deed was finalised, but in this case the inquiry was delegated to the local Resident

\textsuperscript{1374} Grace to Lawrence Grace, 12 March 1884. MSY-3469, Tauhara South Run Letterbook, 1880-1886, p.145. Alexander Turnbull Library.
\textsuperscript{1375} Taupo Native Land Court Minute Book No. 4, pp.22-23 and pp.30-32.
\textsuperscript{1376} Copy of caveat, with N.L.P. 90/55, with MA-MLP 1/1897/121. National Archives. Supporting Documents.
\textsuperscript{1377} Op cit, p.23.
\textsuperscript{1378} Tauhara South Block History Report, CFRT, June 2004.
Magistrate, Major Scannell, who in turn seems to have had his clerk, Thompson, do some of the work. Grace noted the utility of using these settler-friendly local officials, writing that before the papers went up to the Trust Commissioner he had Scannell and Thompson do all the work required for the Trust Commissioner’s report (the formulaic filling out of various forms and schedules), “as it would be more satisfactory to the Trust Commissioner.” Given that the Trust Commissioner promptly referred the inquiry back to Scannell, the result was very much a foregone conclusion. The earlier complaint from Ngati Te Rangiita about the use of liquor in the transaction seems not to have been referred to again.

The residue of the block, Tauhara South B of 16,100 acres, was subsequently subdivided in June 1886, during an adjournment in the Tauponuiatia proceedings. Enoka Te Aramoana led the application for subdivision, telling the Native Land Court that each hapu wanted its interests defined. This was complicated by the fact that all the hapu had participated in the proceeds of the sale of Tauhara South A, so those hapu with customary interests in the sold area now had to be included in the remnant of the block. He proposed giving one portion to Ngati Te Rangiita, Ngati Rua, Ngati Tuataka, and Ngati Te Ranginui, being the area lying south of Waiharuru Stream. There was some duplication in his proposal, as Ngati Te Rangiita and Ngati Tuataka were also included in the other subdivision, along with Ngati Whanaurangi and, finally, Ngati Purua, “who have sold their interest, their claim being in the portion that has been sold.”

The two subdivisions were known as Tauhara South B1 and B2. Tauhara South B1 formed the bulk of the block, 14,124 acres, and was awarded to 76 individuals comprising 12 of Ngati Purua, 22 of Ngati Whanaurangi, 22 of Ngati Te Rangiita, and 20 of Ngati Tuataka. Tauhara South B2, of 2,569 acres, was awarded to 77 individuals, comprising 25 of Ngati Tuataka, 12 of Ngati Ranginui, 27 of Ngati Te Rangiita, and 13

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1379 Ibid.
1381 Taupo Native Land Court Minute Book No. 6, pp.127-129.
of Ngati Rua. The exact acreages were not established for some years as the blocks were not properly surveyed, the boundary between the two portions being a stream. In the absence of survey, the title orders did not issue for some years. The subdivision does not appear to have actually achieved what Enoka said it would do, as most of the same hapu members were in both blocks. Possibly some transaction affecting one of the subdivisions was intended, but nothing was registered in the remainder of the nineteenth century, other than the surrender of the Tauhara South lease by Grace (and his sub-lessee Curl) in 1888.

There was allegedly an effort by Wiremu Hapi to sell his Tauhara South interests in 1890, although the offer came not from him but from a Wharetoto settler, McDonald. As noted earlier, Wiremu Hapi was the mokopuna of Paora Hapi who had been living in Hauraki in the late 1860s and early 1870s. McDonald told the Native Department that Wiremu owned land at Tokaanu that he wished to run sheep on, “and not having the means to pay for them asked me to write to ascertain whether you would on behalf of the Crown purchase his interest in the Tauhara South block.” The Native Land Purchase Department responded that the best parts of the block had already been alienated and in any case, “in consequence of the number of owners the purchase of the residue would be very tedious if not quite impossible.”

The last word on the block in the nineteenth century was an offer of March 1897 from Hami Pahiroa, Nepia Matenga, and Mere Hapi to sell 10,000 acres of Tauhara South B to the government. The Native Land Purchase Department did not seem to think the purchase quite as “tedious” or “impossible” as it had been in 1890 and made inquiries at the Native Land Court as to the state of the title. Scannell was also asked to provide local knowledge of the block, advising the government in June 1897 that the owners had recently applied to have their relative interests defined. This would facilitate the purchase of individual shares, but he added that the application for this definition was a response to the rumours that an offer to sell the block had been made, and recommended that any

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1383 McDonald to Native Department Under-Secretary, 14 March 1890, and Sheridan minute of 9 April 1890. N.L.P. 90/55, with MA-MLP 1/1897/121. National Archives. Supporting Documents.
further purchase activity should be deferred until relative interests were defined.\textsuperscript{1384} Neither that definition nor any other transactions occurred until the twentieth century, a period that is the subject of other evidence.

\textsuperscript{1384} Hami Pahiroa and others, Taupo, to Sheridan, 31 March 1897. Op cit.