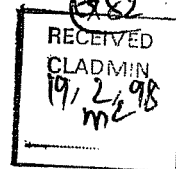


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**D'URVILLE ISLAND
(RANGITOTO KI TE TONGA)
IN THE NORTHERN SOUTH ISLAND**

Anthony Pätete

This report was commissioned by the Waitangi Tribunal for the
Claims in the Northern South Island (Wai 102)

October 1997

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LIST OF ABBREVIATIONS

AJHR	Appendices to the Journals of the House of Representatives
AIL	Auckland Institute Library
B.O.F.	Block Order File
B.I.F.	Block Index Folder
CCL	Commissioner of Crown Lands
C.S.	Crown Surveyor
CT	Certificate of Title
D.O.C.	Department of Conservation
D.O.S.L.I.	Department of Survey and Land Information
H.O.	Head Office
IA	Internal Affairs
JPS	Journal of the Polynesian Society
L&S	Lands & Survey
MCC/MDC	Marlborough County Council/Marlborough District Council
M.S.M.P.B.	Marlborough Sounds Maritime Park Board
NA	National Archives
ND/MA	Native Department/Maori Affairs
Ne M.B.	Nelson Minute Book
NLC/MLC	Native Land Court/Maori Land Court
NPM	Nelson Provincial Museum
p.	page
P.T.	Public Trustee
P.T.O.	Public Trust Office
Reg.	Registrar (NLC/MLC)
U.S.	Under-Secretary
Wn M.B.	Wellington Minute Book
WPL	Wellington Public Library

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~ PREFACE ~

PERSONAL

Kia ora my name is Anthony Pātete of Ngati Koata, Ngati Kuia, Ngati Toa (me nga tini hapu).

In 1986, I was employed by the Lands & Survey Department, Wellington, as an administration officer specialising in land title legalities. A year later I was contracted by the Department of Lands, Wellington, to oversee land allocation distribution from the defunct Lands & Survey Department, to the newly established State Owned Enterprises. November 1987 to March 1988, saw me contracted to the Department of Conservation for the formation and installation of the Department's record system, with specific emphasis on reserve classification and status.

From 1988 to 1992, I attended Victoria University of Wellington and graduated with a Bachelor of Science in Physical Geography and a Bachelor of Arts in New Zealand and Chinese history.

I was employed as a Conservation Technician at National Archives, Wellington, in December 1992, undertaking preservation and stabilisation work on Government Archives, and preparation and research work for exhibitions. I also delved into managing, and contributing to, a small co-op cottage industry business at Wakefield Market, from July 1993 to the end on 1994.

In 1995, I became a free-lance research consultant on contract with Huia Publishers, Wellington, to assist in research of a Waitangi Tribunal claim for the Ngati Tu iwi of Taranaki. I also carried out research on prominent Maori of the 1930-40s for the *Dictionary of New Zealand Biography*, Wellington. I have written two essays for the *DNZB*, on Haimona Patete (Church Minister and advocate of Maori self-determination), and Tuiti Makitanara (Land Agent and Southern Maori, M.P.)

As at September 1997, I am currently employed as a policy analysis for the *New Zealand Defence Force*, ensuring legislation and manuals are compliant with the Human Rights Act, 1993. I also undertake various historical research projects on a contractual basis with the Ministry of Health.

I am a volunteer for the Ronald MacDonald House, Newtown, the Karori Trust Sanctuary, and am a Trustee for the Ngati Koata no Rangitoto ki te tonga Trust Board, Nelson, and the Te Whanau o Patete Trust.

Report

I must firstly stress the impartiality and unbiased nature of this report, especially given my affiliations with both Ngati Koata and Ngati Kuia. As emphasis is placed on the social and economic aspects of both iwi, there is little attempt at defining European settlement patterns apart from the alienation of Maori land on D'Urville, and/or of European land reverting to the Crown (for example, scenic reserve). Nor does the report attempt to consider migration patterns and differing occupations of D'Urville prior to 1800, apart from, briefly, the migrations of Kuia into Te Tau Ihu (the northern South Island), and Koata's ejection from Kawhia.

The report deals with five main issues contained in the direction commissioning research [see Appendix I]. The pivotal issues relate to alienation of Maori land and the conditions that may have lead up to this alienation and the consequences of such alienation on both iwi:

- | | |
|-----------------|--|
| Chapter 1 | deals with the occupation and migration patterns of D'Urville Island, post-1800. |
| Chapter 2 | provides an insight as to the early Colonial Government's 'policy' towards the development of D'Urville Island, and looks at the early exploitation of the island's mineral and farming potential, pre-1895. |
| Chapter 3 | provides a brief overview of events leading up to, and including, the 1895 Native Land Court hearing that confirmed title to D'Urville Island. |
| Chapter 4 to 16 | covers the island's block histories in detail (including the Maori reserves and outlying islands). |

- Chapter 17 deals with the extent to which D'Urville Maori received benefits derived from leasing and/or selling of their respective interests on the island, and looks at the social and economic effects.
- Chapter 18 is an ameliorate of traditional food sources that have become alienated from D'Urville Maori over the last 150 years, and conservation issues/values pertinent to both iwi. Unfortunately, information on traditional food sources is scant, and therefore, detail is sparse.
- Chapter 19 assesses the extent to which Koata and Kuia had access to other resources in French Pass and other parts of the mainland from 1856 onwards. This chapter concentrates on the Te Waipounamu and Landless Native reserves.

Although a part of a tuku (gift) from Tutepourangi, of Ngati Kuia (to Ngati Koata) Takapourewa (Stephen's Island) is omitted as this has been, to some degree, 'settled' between interested iwi and the Crown, and will be covered in some detail under the Wai 262 claim. The island was a major food source for both Kuia and Koata.¹ Apart from retaining the largest colony of Tuatara, it is also the home of the rare endemic Hamilton's frog and once the home for the Stephen's Island Wren, which, in 1895, had the distinction of simultaneously being discovered and declared extinct at the same time, thanks to a Lighthouse Keeper's cat(s).² The compulsory taking of Takapourewa under the Public Works Act, in 1892, saw the destruction of Takapourewa's flora and the decimation of the wildlife on the island which remains a source of bitterness in iwi circles.

No attempt has been undertaken to assuage an underlying rift among a number of interested people with respect to the extent and the validity of Tutepourangi's tuku to Koata, after the affray on Kapiti Island in 1824-5. A conclusive historical précis of the tuku has not been attempted, other than to mention the gift and remark on its pivotal role for the ownership of D'Urville Island.

¹ see Wai 95, 262; also Ne M.B. 3/235-241, 255-266, Otaki M.B. 27/241-252, 283-285; LS 1 1911/1113 Stephen's Island (1911-49); IA 1 46/18/5 (Part 1), Tuatara, NA, Wgtn; PRES: 130/1, Wildlife, Hamilton's Frog; PRES: 862/1, Wildlife, Cook Strait Giant Weta; L&S 8/5/11/6, Stephen's Island (1919-87), D.O.C., Nelson, Ne 55&56, B.O.F., MLC, Chch.

² Forest and Bird, May 1996, p.35.

~EXECUTIVE SUMMARY~

With the decimation of the Kurahaupo people upon the raid on Te Rauparaha's stronghold of Kapiti Island around 1824-5, and thereafter, the population of Ngati Kuia never appeared to surpass 100 by the end of the 19th century. Upon the Kurahaupo's defeat, Koata occupied D'Urville Island with a population less than 150, but its population barely exceeded 50 by the turn of the 20th century, with a significant emigration around 1890 to the mainland or the North Island. Population numbers throughout the 19th century appeared to gradually decrease before a notable increase around 1885. Yet, by 1890, with a combination of tardiness in the Native Land Court in deciding title to the Island, economic setbacks and droughts, saw a large portion of D'Urville Island Maori leave for 'better' opportunities.

Figures for population on D'Urville Island and surrounding areas, including Pelorus, where Ngati Kuia were in numbers, are barely discernible for the latter half of the 19th century. Later, they were often categorised under the Nelson category (and/or the Waimea subdivision), and by 1916, Maori of the South Island were enumerated with the European population. These two factors made it impossible to discern between D'Urville Island and the rest of the Nelson district to obtain more accurate details for the 20th century.

To some extent D'Urville Island was in somewhat of a unique position. Most of the owners had moved away from the island before any eventual transfer of land to Europeans occurred. D'Urville Maori had become alienated from their land because they were unable to fully utilise it until title had been officially mandated, and when title was mandated, Maori were impeded by a lack of initial capital and finance, and a shortage of labour.

In the latter half of the 19th century, D'Urville Maori suffered as a people from the misfortunes of failed industries on the island as well as adverse weather devastating crops. Around the turn of the century, many D'Urville Maori lived on a subsistence living, effected, in part, by the deprivation of food resources, especially kai moana. Petitions by D'Urville Maori to Government at the turn of the century, regarding the reservations of their fisheries, were to no avail. The Government believed, despite the violation of Article Two of the Treaty of Waitangi, that there were no laws which permitted the reservations of fishing rights for the exclusive use of Maori. Maori rights under the Treaty were further abrogated with the introduction of the Local Purpose Reserves Act, which had the effect of restricting riparian rights of owners and the transplanting and harvesting of shellfish. Mutton-birding was devastated with the taking of Takapourewa under the Public Works Act and by the disputes over ownership in regard to the Chetwodes and Titi Islands.

It took the NLC some 12 or so years, from 1883 to 1895, for title to be eventually issued for D'Urville Island. This 'wait' caused some despondency among D'Urville Maori who were unable to lease their land given the indetermination of who was to possess what. What blame can be laid on the Koata Komiti that was deciding ownership is difficult to know. It must be remembered, however, that the NLC was also seeking to rectify and remedy the appalling situation of the Government's ineptitude to fulfil its obligation with respect to the inadequacy of the Te Waipounamu Reserves and the resulting Landless Natives quandary.

Maori had wanted to receive the positive benefits of European society. The pattern of production of the pre-European Maori was hierarchical, based on collective ownership and non-competitiveness, but was demolished by the new mode of production based on private ownership and class structure, rather than kinship, and directed towards competitive profit-making. By all accounts, it would seem that Kuia and Koata did not receive the benefits they would have liked from the leasing of, and subsequent selling of their lands on D'Urville. This is particularly so for Koata, who were the predominant players in land ownership of the island. Given the mix of both iwi, it is extremely difficult to determine the true effects of both iwi individually. In this respect, the effects are looked at in relation to a single entity, defined as 'D'Urville Maori' (comprising both Kuia and Koata). Records showing the leasing and selling are often scant, ambiguous and not always conclusive.

The insistence of the NLC, in 1895, in restricting alienation of D'Urville Island except by way of 21 year leases, may have been well intentional in the hope that the island would remain in Maori ownership, but can only be construed as delaying the inevitable - selling. Lack of financial capital and investment, easily available to European settlers, deprived D'Urville Maori from utilising their own lands. Leasing for many owners was barely an option, more of a necessity to derive an income for a people who were already suffering from the onslaught of a European capitalist society, and a physical environment unrelenting in its harshness. In fact, many Maori derived their income solely from the rentals on their lands. It is little wonder then that many sold their interests. Being destitute with a pittance in income, the sale of their lands, to lessors or other buyers keen to procure the land, was a 'god-send'. It was a means to providing immediate relief for many who were reliant on the South Island Benefit Fund and the returns from the South Island Tenth's Reserves.

But, a number of other owners made substantial gains from sales. A large proportion of the owners were resident in the North Island, the extent at which they benefited from leasing and selling is too difficult to determine, although social and economic conditions appear favourably better than those who remained on D'Urville or the immediate mainland. North Island owners selling their interests had the effect of depriving the local D'Urville/Croiselles economy of the benefits that the purchase money may have given to the area, as proceeds were probably taken back to the North Island.

Most, if not all owners had access to other land resources on the mainland but the extent to which they received real benefits from these lands is unknown. Further research would be required in respect of owner's 'other lands' to fully understand the social and economic aspects of these two iwi over this very tumultuous period, viz, from the 1900 until the 1920's when an orgy of leasing and selling occurred. The NLC would, in part, only concede to leasing, or the transfer of a vendor's interest, if the vendor had sufficient 'other lands' in order to sustain him/herself. This was in order to stop the vendor becoming landless. But the mere recognition that the vendors owned other land did not automatically render them landed gentry. There appears to be little difference between those who may be landless, as opposed to those with lands unable to be developed for one reason or another. Some D'Urville Maori suffered from the leasing and sales of their land interests, even though the Court recognised them as possessing sufficient lands for their needs. Without further indepth research into these other lands - their economic value, situation, location, access, availability of finance to develop, multiple ownership - one can not fully understand the predicament that many of these owners may have been in.

D'Urville Maori as a whole did not seem to derive great benefits from leasing and/or selling of their interests on the island. The main benefits, socially and economically, went to those owners living in the North Island where social and economic goals appeared to be more attainable, and to the Crown who acquired large land parcels on the island for scenic purposes.

CHAPTER ONE

~ OCCUPATIONAL HISTORY OF D'URVILLE ISLAND ~

~ OF ~

~ NGATI KUIA & NGATI KOATA ~

1.1. Introduction:

D'Urville Island, or Rangitoto ki te tonga (red or blood-coloured sky to the south), lies on the north west boundary of the Marlborough Sounds at the top of the South Island (Te Tau Ihu) [see Figure 1]. Comprising some 40,466 acres (16,376 hectares), D'Urville Island is an isolated rugged and hilly island with rock cliff bastions protecting much of the coastline, surrounded by a temperamental sea. It offered to the Maori sheltered harbours, good fishing and valuable stone resources.

The diverse topography of the Marlborough Sounds is responsible for a multitude of micro-climates. The major factor influencing wind direction and particularly strength is the proximity of Cook Strait. The predominant wind is northwest with the associated salt laden precipitation. Temperatures are moderate throughout and because of the maritime influence, frosts are seldom recorded on D'Urville resulting in all year round grass growth. Generally, the dynamic climate of the island and surrounding environs is congenial to many recreational activities drawing hundreds of people each year.

The rocks are fairly similar in profile morphology to those of the mainland; predominantly greywacke and argillite, with significant areas of ultramafic rocks, which include some sandstone to low-grade schist.¹ They are strongly influenced by the windswept coastal environment and by high seabird populations, especially on the outlying islands.² The soils are generally moderately to strong acid, with low medium values of organic carbon and nitrogen, high soluble salt levels and often high levels of phosphorus (depending if the area has high concentrations of seabirds). Strongly podzolised yellow-brown earths are extensive on the tops of D'Urville, with two other steepland soils, Atawhai and Dun, derived from the belt of ultramafic rock. Atawhai soils are of moderate fertility, while Dun soils are considered poor.

Ecologically, the local communities of the Sounds region, including D'Urville Island, represent an abundant variety of terrestrial and marine ecosystems. Meurk believes D'Urville has high conservation values, greater than those for the mainland.³ Apart from their own endemic species (eg. Little Spotted Kiwi), they offer a greater range of habitats, including those closest to mainland environments, than all other islands. He concludes that they are, therefore, of great importance as 'biological reservoirs', especially for those species demanding large or specialised habitat requirements. The only problem, hindrance, and possible devastation for such unique reservoirs, is the mixed landuse nature of the island, including private farmed land.

D'Urville Island was attractive to Maori as it had all the food resource advantages of the Sounds, plus

¹ Meurk C.D. et al, 'How representative can Restored Island really be: A Analysis of Climo-Edaphic Environments in New Zealand', in Ecological Restoration of New Zealand Islands, p.59; For a more comprehensive description of the D'Urville Island morphology, see Keyes I.W., D'Urville Island - Nelson Metasomatised Rocks and their significance in New Zealand Prehistory, *Whakatane and District Historical Society Historical Review* 23(1): pp.1-17.

² Ward W.T., 1961, Soils of Stephens Island *New Zealand Journal of Science* 4: pp.493-505; Memo undated, from A.R.Forbes, Sec, M.S.M.P.B., Blenheim, to 'Whom it may Concern', enclosing a copy of the Draft Management Plan for M.S.M.P.B. (Dec 1984), AANS Acc W3832, Wil19/8/2, Maritime Park, Marlborough Sounds 1973-87, NA, Wgtn.

³ Meurk C.D. et al, p.64; For a more detailed account of the flora and fauna of D'Urville Island, see O. Baldwin, *Story of New Zealand's French Pass and d'Urville Island* (Book III), Heineman Ltd, Auckland, 1976, pp.273-343.

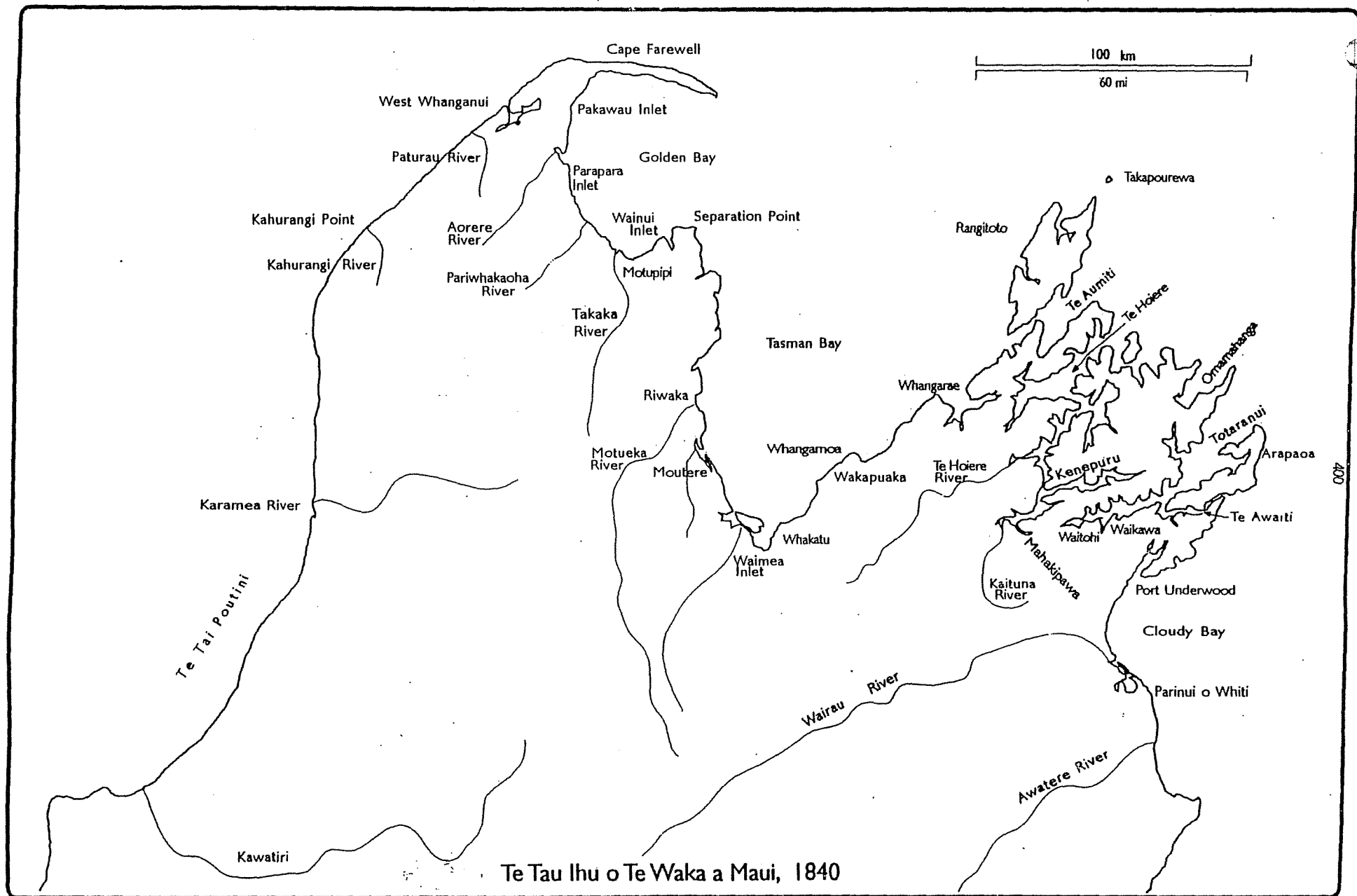


Figure 1: Te Tau Ihu o Te Waka a Maui, 1840 - showing location of D'Urville Island
 Source - G.A. Phillipson, Rangahaua Whanui Series, Northern South Island (District 13), p.224

the additional pull of its valuable argillite quarries (second only to greenstone as an 'industrial' stone¹), often a source of the distinctive hog-backed adzes of the moa-hunters.² The island possesses 14 known quarries exploited by the Maori for adze material that had spread throughout New Zealand, D'Urville adzes are found as far north as Gisborne and New Plymouth, and as far south as Dunedin.³ This argillite is contained within a mineral belt that stretches from Mount Ears on D'Urville, to the Matakaitaki River in North Westland.⁴ Brailsford believes that the locations of these quarries and associated 'flaking' floors influenced settlements patterns on the island.⁵ The most important sites were located at Ohana in the south (located in Rangitoto Block 1) and Mount Ears in the North (Block 10), overlooking Whareatea Bay and East Arm. Other locations are at Coppermine Bay, the Kapowai area, Attempt Hill and Deserter Bay.⁶

1.2. Pre-European History - Ngati Kuia:

Like much of pre-European New Zealand, Te Tau Ihu was in a constant state of flux with tribal disputes and conquests dominating settlement patterns. There have been several occupations of D'Urville Island preceding the arrival of firstly, Ngati Kuia and later, Ngati Koata, which do not specifically concern the context of this report. There are several good references for these specific settlement patterns prior to the arrival of Ngati Kuia which one may wish to refer to:

1. John Mitchell's unpublished manuscript on the history of Te Tau Ihu [untitled] and evidence given to the Waitangi Tribunal on behalf of claimants, Wai 102 (A-3; A-16(a) and (b));
2. Grant Phillipson's Rangahaua Whanui Series: Northern South Island District Report (District 13), Chapter 2, pp.11-44;
3. Alexander MacKay's Compendium Vol II, Part III, pp.37-52;
4. Brailsford, in his book *The Southern Pa Maori* (pp 56-69), describes in some detail the various pa and village sites of D'Urville.
5. Keyes in the *Journal of Polynesian Society* (Vol 69, pp 239-265), provides a good interpretation of the 'Cultural Succession and Ethnographic features' of D'Urville Island.
6. Olive Baldwin in her book on the *Story of New Zealand's French Pass and d'Urville Island* (Book One), gives a detailed account of these prior migrations.⁷

The Kurahaupo alliance/Rangitane iwi (some of which were Muaupoko, Ngai Tahu, Ngati Apa, Ngati Whakamana and Ngati Kuia) were prominent in Te Tau Ihu from around the late 1600s and early 1700s. Ngati Kuia along with several other iwi had been pushing their frontiers into the Nelson and Marlborough areas

¹ B.Brailsford, *The Tattooed Land - The Southern Frontiers of the Pa Maori*, 1987, Wgtn. p.56; Argillite is a type of mudstone that has been subjected to pressure and intense heat.

² Douglas Sinclair, "Land: Maori View and European Response", in *Te Ao Hurihuri, Aspects of Maoritanga*, p.66.

³ Letter dated 10/4/95, from R.E.Coote, Nelson, to M.C.C., RMM:7012..

⁴ D.R.Simmons, p.166.

⁵ B.Brailsford, p.56.

⁶ B.Brailsford, p.56.

⁷ Baldwin I, pp.9-21. Baldwin's three books on D'Urville Island and the French Pass area, although informative, lack accurate referencing which makes it difficult to sight sources.

spreading into the north western districts of D'Urville Island, Hoiere (Pelorus), Te Hora (Canvastown), Whangarae (Croiselles), Whakapuaka and Whakatu (Nelson).⁸ Kuia appeared to have taken up resident in the Pelorus Sounds vicinity, probably intermingled with small groups of Ngai Tara, around the 13th or 14th century.⁹ Rangitane lived on the northern side of Cook Strait and travelled to the Marlborough Sounds to stay with relatives settled there, and/or to utilise the resources of the Sounds for food.¹⁰

Around the late 17th or early 18th century, a party of Ngati Kuia on a forage to the Chetwodes Islands were killed by a group of Ngati Mamoe, Ngai Tara-Pounamu and Ngati Tumatakokiri, all of whom were present occupiers of D'Urville Island.¹¹ In extracting utu, Ngati Kuia, with the support of several other Rangitane iwi, set about the extermination of the aforementioned iwi in Te Tau Ihu, including D'Urville Island.¹² Ngati Kuia had already been exerting its presence in the Sounds area and, therefore, the Chetwodes incident was probably more of an excuse and a cause to conquer D'Urville Island and surrounding areas, rather than 'the' reason as Baldwin exerts.¹³

Some survivors of this killing were kept as slaves, while others escaped south. At places like Whangarae, Te Matau, Riwaka and Motueka, smaller communities of Tumatakokiri continued to co-exist among their conquerors. Elvy believes that Tumatakokiri sent warriors from D'Urville Island and Tasman Bay to fight alongside the Kurahaupo people who attacked Te Rauparaha's forces on Kapiti Island in 1824-5 [see 1.3. below].¹⁴ If this is correct then Tumatakokiri were probably still present on D'Urville Island in reasonable numbers after being 'conquered', by the arrival of Ngati Koata on D'Urville in the early 19th century (probably through inter-tribal marriage).¹⁵ After the Chewodes incident, the pattern of occupation of Te Tau Ihu was described as:

Rangitane on the northern Kaikoura coast, Wairau and eastern Sounds, with well-established greenstone trails through the Upper Wairau. . . , Awatere, Waiau-Toa and other river systems; Ngati Kuia occupied much of the Kaituna, Te Hora, Hoiere, Rangitoto, Whangarae, Wakapuaka and Whakatu districts; and Ngata [sic] Apa sharing Whakatu and occupying westwards from the Waimeas and Moutere and inland to Kawatiri (Buller).¹⁶

On D'Urville Island, Ngamuka Bay became a populous area for the Kurahaupo people with Ngati Kuia possessing a main settlement at Ohana, at the southern end of the island, while Rangitane had a pa at Bottle Point, on the western side of the island. Ngati Kuia also had a main pa at Hikapu in the upper Pelorus Sounds (which was later sacked by Te Rauparaha around 1828 [see 1.3. below]).¹⁷ Pelorus Sound and D'Urville Island

⁸ Mitchell, WAI 102, A-3 Chapter 6, p.31; Baldwin I, p.21; Elvy, p.29; Phillipson, Rangahaua Whanui Project, p.13; cites Mitchell as stating that Kuia were already in the Te Hoiere area at the time of Ngai Tara-pounamu's arrival on D'Urville around the 16th century.

⁹ Phillipson, Rangahaua Whanui Series, p.13.

¹⁰ Baldwin I, p.21.

¹¹ Baldwin I, p.21; Baldwin, Research Paper on Hinepoupou's swim of Cook Strait, 1988, MS 02-172, W:Tu., [p2]; Mitchell, WAI 102, A-3, Chapter 5, Mitchell states that there is little information about whether Ngai Tara were annihilated, assimilated, or chased out by Ngati Tumatakokiri; Phillipson, Rangahaua Whanui Series, pp.16-19, for discussion on dates - there is no confirmed date, and they vary widely.

¹² Baldwin I, p.21.

¹³ Baldwin I, p.21-2. Baldwin believes this was the reason why D'Urville and the Northern South Island were invaded by the Rangitane iwi.

¹⁴ Elvy W.J., *Kei Puta te Wairau*, 1957, Chch, p.54.

¹⁵ Kuini Haeata, 4/4/95.

¹⁶ Mitchell, Unpublished MSS, Chapter 3, p.2; see also Mitchell, WAI 102, A-3, Chapter 7, p.34.

¹⁷ Celia Hawea, *Tutepourangi*, 1992, p.2; Personal Communication, Jim Elkington, dated 17/7/96, Jim states that Tawhe, after being kidnapped by Ngati Kuia/Apa, was taken to Ngamuka Bay, which was supporting a large population.

were considered by Hawea, to be the only two areas occupied by Ngati Kuia.¹⁸ It is debatable whether Ngati Apa had a separate pa on D'Urville. Given the close affiliation of Ngati Kuia with Ngati Apa, depending on how pedantic their descendants wished to be, the two could conceivably be seen as one iwi.¹⁹ Elvy and others maintain that Ngati Apa held D'Urville through to the Tasman Bay district, while Kuia held the Pelorus Sounds and Valley.²⁰

Oral tradition nor archeological evidence, can attest to the population numbers of Ngati Kuia resident on D'Urville. But given that the attack on Te Rauparaha's stronghold of Kapiti in the 1820s [see 1.3. below] by the iwi of D'Urville Island and other areas comprised some 2,000 warriors, one may perhaps surmise that Ngati Kuia numbered in the few hundreds.

1.3. Pre-European - Ngati Koata:

Relative peace reigned in Te Tau Ihu after the Chetwodes incident until Te Rauparaha's heke from Kawhia (comprising several Tainui iwi, which included Ngati Koata) arrived to the Kapiti coast at the beginning of the 19th century. Detailed accounts of Koata's history and the events leading up to their migration south from Kawhia can be obtained from a number of sources, such as Mitchell, Buick, Patricia Burns, Alexander MacKay, John White and Percy Smith.²¹

Towards the end of the 18th century, relationships between some Taranaki and Kawhia people were turning decidedly sour. Taranaki iwi were been harassed by marauding bands of Waikato and Maniapoto iwi, who in turn would raid the Waikato and Maniapoto domains. These Tainui iwi were also being fought by their Tainui brethren from Kawhia (Toa, Rarua and Koata), who were sometimes allied with Ngati Tama and Mutunga (intermarriages between coastal Tainui and northern Taranaki iwi sought some co-operation for mutual defence).²²

These disturbances concerned many Kawhia iwi who feared genocide when the Waikato and Maniapoto iwi made an all out raid on the Kawhia district. They trapped Te Rauparaha with members of Toa, Koata and Rarua at Te Arawi Pa on the south side of Kawhia. But they did not wish to annihilate their Tainui cousins so negotiated with Te Rauparaha (who had become a major fighting chief and had picked up the mantle of leadership) on behalf of Ngati Toa, Ngati Koata, Ngati Rarua and associated hapu, to leave their ancestral homes. Te Rauparaha was allowed to lead around 1500 people to relatives in northern Taranaki, south of the Mokau River. This heke, dated around September 1821, became known as Te Heke Tahutahu-ahi.²³

¹⁸ Hawea, p.2.

¹⁹ Ngati Kuia Trust Research, Paper entitled 'WAI 95 Conference, 17/2/94' held at Blenheim Country Lodge, evidence of Jim Elkington, page 3; Personal Communication, Lowrie Duckworth & Cath Hemi, dated 9/6/96, Blenheim; see also Ngati Apa ki te Waipounamu Trust, Omaka Marae, Paper entitled, 'Ngati Apa Ki Te Ra To', n.d., [p.6.], the Butterworths give an interpretation of Mitchells' reports in Wai 102, of the role of Ngati Apa; Phillipson, Rangahaua Whanui Project, p.18; Mitchell, WAI 102, A-3, Chapter 7, p.36. An example of how related Kuia and Apa are: Tutepourangi was the paramount chief of Ngati Kuia; his full brother, Te Rato (aka Te Kotuku) and a full sister, Ramari, were regarded as Ngati Apa; (it had been said that a contingent of Ngati Apa had captured Tawhi, and had taken to D'Urville. If this is true, then Ngati Apa's presence on the island would be confirmed, but given the variety of stories regarding Tawhe's capture, some doubt still exists); The following historians reported Kuia and Apa as possessing the same 'ancestral stock', W.J.Elvy, p.18; Peart J.D., *Old Tasman Bay*, Nelson, 1937, p.18, O'Regan, p.142.

²⁰ W.Elvy, p.19; Ngati Apa Ki Te Waipounamu Trust, Paper entitled 'Rangitane/Kurahaupo Cross Claim', p.17; Peart, p.17; J.M.McEwen, *Rangitane - A Tribal History*, p.13.

²¹ Mitchell, Unpublished MSS; L. Buick, 1911; P. Burns, 1980; A MacKay 1873, "Compendium", Vol I Part I; J.White, 1890 and S.P.Smith, 1910; for earlier tribal history on Koata, see Pei Te Hurinui Jones and Brigg's *Ngā Iwi o Tainui* (1995).

²² Mitchell, WAI 102 A-3, chapter 8, p.40.

²³ Mitchell, WAI 102 A-3, chapter 8, p.43; Mitchell, WAI 102 A-3, p.13; *AJHR*, 1936, Vol II, G-6B, Petition of Hari Wi Katene et al, Petition No.123 of 1934, p.3, suggests around 1400 people migrated south.

After some 10 months in the Taranaki district (1822), Te Rauparaha led large contingents of Ngati Aua, Ngati Mutunga and Atiawa, who had joined their Kawhia relatives, on the heke south known as Te Heke Taramoa, to the districts of Rangitikei, Manawatu, Horowhenua, Otaki, Kapiti, Porirua and Whanganui-a-Tara.²⁴ Many of the Kurahaupo iwi in these districts resisted Te Rauparaha's forces, but 'sheer numbers' and the possession of modern arms saw iwi yield to the Tainui confederation.²⁵ Te Rauparaha eventually settled at the southern end of Kapiti while Ngati Koata and some Toa remained at the northern end, at a place called Waiorua.

The Kurahaupo iwi who were ousted by Te Rauparaha had been badly mauled. With their remnants they made plans with relatives living in the Marlborough Sounds and D'Urville Island to exact utu. A raid was organised to attack Te Rauparaha on Kapiti by a conglomerate of Muaupoko, Ngati Apa, Ngai Tahu, Ngati Kuia, Rangitane and some Ngati Tumatakokiri of the South Island; Ngati Kahungunu and Ngati Ira of Wairarapa; and the Whanganui, Rangitane, Ngati Apa and Muaupoko of the west coast of the southern North Island.²⁶ Hawea suggested that the timing of the raid was after Te Rauparaha had been in a recent affray with both Ngati Apa and Muaupoko and had sent for reinforcements from the north, and thus seen as an opportune time to raid Kapiti.²⁷ Frank MacDonald understood that Kapiti Island was attacked in order to secure burial grounds on the island.²⁸

The main chiefs to lead this raiding party, comprising of some 2,000 warriors, were Waihaere, Kerengu and Tutepourangi, the Paramount Chief of Ngati Kuia on D'Urville Island. According to Baldwin, Tutepourangi was the Paramount Chief of all the Rangitane iwi.²⁹ However, Mitchell states that Te Rato (Ngati Apa/Ngati Kuia) was the main coordinator of the South Island taua and that Tutepourangi was merely one of the attacking chiefs rather than a Paramount Chief.³⁰ Jim Elkington believes two attacks occurred on Kapiti, one led by the Ngati Kuia/Rangitane chief Waihaere (Waihaeri) at night, the other by Tutepourangi the following morning.³¹ Further evidence given in a Native Land Court hearing describes Tutepourangi's involvement as a chance visit to relatives and subsequently being caught up in the affray at Kapiti!³²

The battle took place at Waiorua and turned out to be disastrous for many Kurahaupo who in the end, fled or were killed. The battle, dated around 1824-5, became known as the battle of Waiorua or Whakapaetahi.³³ At Waiorua, Tutepourangi was captured by Te Putu who was a principal Ngati Koata Chief. At the moment of capture, Tutepourangi threw his patu into the sea which Te Putu made him dive down and retrieve.³⁴ When this

²⁴ Mitchell, Unpublished MSS, Chapter 3, p.15; Mitchell, WAI 102, A-3 Chapter 8, p.44.

²⁵ Mitchell, Unpublished MSS, Chapter 3, p.19.

²⁶ *AJHR*, 1936, Vol II, G-6B, p.4, provides a detailed account of the whole Kapiti Island incident; Hawea, p.3.

²⁷ Hawea, p.2.

²⁸ Baldwin, Research Paper, Hinepoupou's swim, [p.8], citing letter dated 11/8/1990, from Frank MacDonald, Picton, to Baldwin.

²⁹ Baldwin I, p.33; Ngati Koata No Rangitoto Ki Te Tonga Trust, Nelson, Ngati Koata History Report, Unpublished MSS *The tuku of Tutepourangi to Ngati Koata*, by J.M. Paul, [p.3]; Personal Communication, Shirley MacDonald, dated 23/7/96, intimated that Tutepourangi was Ngati Apa; Hawea, p.1 and 3. The Poutokomanawa inside Omaka Marae installs Tutepourangi as the chief of Ngati Rangitane, Ngati Kuia, Ngati Apa and Ngati Whakamana. She claims that Tutepourangi lead Ngati Apa at Kapiti, with Pou Whakarewarewa leading Ngati Kuia; Mitchell, Unpublished MSS, Chapter 3, p.20. For further details about these southern North Island raids, see Burns, 1980, W.J.Elvy, 1957, H.Everson, 1987 & 1988, Hight and Straubel, 1857, MacKay, 1873, Part III, J.D.Pearl, 1937, S.P.Smith, 1910, W.J.Stack, 1906, W.T.L.Travers, 1872, J.White, 1890, Vol VI; there is some debate about whether Waihaere actually stayed for the fight, some sources believe he was not convinced about a daylight raid and upon seeing a rat plough the water across his waka's bow, he immediately saw this as a bad omen and withdrew his men from the conflict.

³⁰ Mitchell, Unpublished MSS, Chapter 3, p.20.

³¹ Ngati Koata Trust, Paper entitled, *Brief of Evidence, James Hemi Elkington*, n.d., [p.3].

³² Ne M.B. 2/307, 319.

³³ Mitchell, Chapter 3, p.20; Pearl, p.18; some sources state that this battle occurred around 1827.

³⁴ Baldwin I, p.33, for date of battle, 1824-1825; *AJHR*, 1936, Vol II, G-6B, p.6, states that the battle occurred around 1827; Elvy, p.58, claims 1828 as the date of the battle.

was done, Tutepourangi proffered his lands, including D'Urville Island for the lives and protection of himself and his people. Te Putu accepted the patu and the tuku of lands, described by one historian as being 'ransomed into submission' by Koata.³⁵ Te Rauparaha was to remark that if he had taken part in this fight (as he was in the southern part of the island, and thus missed out on most of the fighting), he would not have spared anyone.³⁶

However, during the foray it was discovered that Tawhe, Te Rauparaha's nephew and Te Putu's son (from his first wife), had been kidnapped by the retreating Ngati Kuia/Ngati Apa.³⁷ Te Putu remarked that if any harm befell Tawhe then Tutepourangi and his people would suffer severe reprisals. Believing Tawhe was taken back to D'Urville Island, Tutepourangi offered to help retrieve the situation. Two waka were sent to find Tawhi: one, lead by Whakatari, Uncle of Te Rauparaha, headed for the Pelorus Sounds entrance, while the other waka, containing Tutepourangi and commanded by Te Putu, went to D'Urville Island where, on the east side of the island, opposite French Pass, at a place called Miti-karukaru (other versions state Ngamuka Bay, or Hoiere (aka Pelorus Sounds)), Tawhe was found unharmed.³⁸

After Tawhe was discovered safe and well, Tutepourangi stood up in Te Putu's waka and:

... with a stately sweep of his hand ceded d'Urville Island and all that land from Pelorus Sound to Whakapuaka, Motueka and Separation Point, to Ngati Koata. He said, "From Clay Point to the Spit I have mana over this land which I will give as a token of peace between us that war will not rise up between us ever after."³⁹

Accepting the tuku effectively nullified enmity between the two iwi. Ngati Kuia were not subjugated or ever fought against Koata again, and their 'bond' was cemented by marriages between high born families of Koata and Kuia.⁴⁰

There are varying versions of the capture of Tutepourangi, the tuku, and where exactly Tawhe was

³⁵ Mitchell, Unpublished MSS, Chapter 3, p.4.

³⁶ Baldwin I, p.33; MA-MT 6/19, Schedule of Native Reserves, South Island, NA, Wgtn, p.177, Whakapapa of 'certain members of the Ngati Koata tribe', n.d.. Te Putu (aka Iharaira Te Putu) is noted as being the person who 'saved' Tutepourangi at Waiorua in which Rangitoto was presented to him.

³⁷ Baldwin I, p.33; Ne M.B. 2/255; Ne M.B. 2/307-8.

³⁸ Baldwin I, p.33; Ne M.B. 2/308; Brief of Evidence, James Hemi Elkington, [p.7]; *AJHR*, 1936, Vol II, G-6B, p.5, Tawhe is reported as staying on Rangitoto with [Turi te] Patete and Ngati Kuia.

³⁹ Baldwin I, p.34; Mitchell, Unpublished MSS, Chapter 3, p.23.

⁴⁰ 'WAI 95 Conference, 17/2/94', evidence given by several speakers; Mitchell, Unpublished MSS, Chapter 3, p.23; Ne M.B. 3/314.

located.⁴¹ The extent of what the tuku encompassed, the legalities and the present day status is complex in itself, and although important in the historical aspect of D'Urville Island's ownership, it is a peripheral argument to be held outside the parameters of this report. Essentially the tuku, at least, incorporated D'Urville (in one case evidence is given to the effect that D'Urville only was given excluding the surrounding islets⁴²). The only major problem in this context are disputes over whether the tuku was still in effect at the time, and after, Te Rauparaha's devastating raids of the late 1820s. Was the tuku described as a conciliatory peace token, or an agreement of one favour (Ngati Kuia gifts lands) exchanged for another (protection of Kuia under the umbrella of Koata)? Given then, that the tuku may have inferred a pact, or agreement of some sort, was the tuku broken at any time? The above issues are discussed at some length by the following sources:

1. Phillipson's Rangahaua Whanui Series - District 13 Part I (pp 30-44)
2. Phillipson's research paper entitled, 'Crown, Court & Customary Tenure in the Northern South Island', in which he debates the issues surrounding the Kurahaupo's claim to 'ahi kaa', or occupational rights.
3. Phillipson's research paper entitled 'Marlborough Report - First Draft (1993)' Regarding the separate, yet inter-related groups, in 'Tau Ihu' of original occupiers and recent conquerors; and the application of customary law.
4. Celia Hawea's Maori Studies report entitled 'Tutepourangi' (1992).
5. The Unpublished MSS, Ngati Koata History Report, "The Tuku of Tutepourangi to Ngati Koata" (ca1996), by J.M. Paul (at the time of this report, it has yet to be 'vetted' by Koata kaumatua).⁴³

⁴¹ For example:

1. Shirley MacDonald, 23/7/96 - Shirley MacDonald, a Ngati Apa kuia, believed Tutepourangi had no right to gift land to Koata but only did so because his wife, Hinerorangi, was Ngati Kuia.
2. Hawea, p.10, Hawea states that Hinerorangi was of Ngati Kahungunu and Ngati Apa descent.
3. Ne M.B. 2/325. Paaka, in giving further evidence in 1892, referred to a 'pukapuka' that Te Patete had left stating that Rangitoto only was given, and that he (Paaka) would not dispute such a document. Recently a letter written by Raniera te Patete (aka Te Patete) taken from Meihana's whakapapa book, came into my possession. The letter was written on 4/7/1867, and transcribed in the Meihana book by Tahuaraki Meihana, 1903 (indebted to the Ngati Kuia Trust Research Unit who allowed me a copy of this letter). This apparently is the 'pukapuka' that Paaka refers to. As to date, I have yet to obtain an independent translation of the letter.
4. Letter dated 4/7/1867, from Hohepa Henewira Te Kiaka, transcribed by Tahuaraki Meihana in 1903, Meihana Whakapapa Book - Describes his relationship with Rangitoto and the iwi residing on the Island. John Bradley of Levin, describes the significance of the expression 'Paki aka ora'; aka = used like the 'aka Kumara', ie, the root system of the kumara; Paki = like a skirt, skirting. Therefore, a Paki aka = webbing system, network, thus 'Paki aka ora' = a living system. Bradley believes the writer refers to the whakapapa that he has just quoted in the letter as 'paki aka ora' - meaning that the tipuna are the 'root system' of Rangitoto. Further, the expression 'Putake hei'; Putake meaning tap root or core; Putake hei, combined with 'Paki aka ora' meaning the guts of what I am saying is that these tipuna are a root system, a living root system, or, as Bradley intimated, the iwi on the island (Koata) reside on my back, ie, I carry Koata. This letter may be significant in the relationship between Kuia/Apa and Koata. Bradley inferred that Koata only resided on Rangitoto at Kuia's will and whim.
5. Jim Elkington, 17/7/96, states that some of the Kurahaupo iwi dispute Tutepourangi's mana to give such a tuku: some believe Tutepourangi was only around 24 years of age at the time of the tuku.

⁴² Ne M.B. 1/23.

⁴³ Koata's argument in this report appears to be that the tuku was not one of protection but more of peace between two iwi. Quoting from Chapter IX (p.44), where Tutepourangi is cited as saying that the tuku was one of a 'token of peace'. No mention of protection is given. Kipa Roera of Ngati Koata stated in 1938 (citing Petition of Kipa Roera, AJHR, 1938), that there are three original titles of the Native race to their land under a gift. Of particular relevance to Tutepourangi was 'Tuku Motuhake', where a gift of land is given to establish peace and/or for the savings of lives. This may be confirmed in MA-MT 6/19 - Schedule of Native Reserve, South Island [p177, with insert], where it is noted that Te Putu saved Tutepourangi's life with an exchange of the land.

6. The NLC Chief Judge's report of 1936, regarding the Whakapuaka Court case, elucidates upon the rights of the tuku and subsequent events of the Waiorua affray and seeks to determine whether the tuku was in effect upon Te Rauparaha's conquest of Te Tau Ihu, and to a lesser extent, Tutepourangi's death.⁴⁴

7. Nelson NLC Minute Book 1 and 2. Under the Whakapuaka and NZ Company Tenths Cases (see also the Motatau Case regarding occupational rights, No.2 August 5 1905, No.3, M.B. 38 folio 939 Judge Brown, Auckland).

With the acceptance of the tuku, Tutepourangi relinquished his mana and his rangatiratanga within the boundary of the tuku to Koata. He was still to retain his mana over the Pelorus Sounds area.⁴⁵ Most Ngati Kuia moved away from the island, although they were given relative freedom under Koata's protection. Isolated pockets existed in the Sounds, Pelorus and Wairau Valleys. Those who remained on the island lived on the western side or with Koata. Rangitane still retained a pa at Bottle Point, and Tutepourangi was taken to live at Whakapuaka.⁴⁶

Ngati Koata first established themselves at Te Marua (where the Treaty of Waitangi was signed on behalf of Ngati Koata by Turi Te Patete, son of Te Putu⁴⁷), with smaller settlements at Moawhitiu, Manuhakapakapa, Ohana, Haukawakawa (Madsen Bay) and other 'convenient' places including some of the outlying islands such as Tinui and Penguin Island.⁴⁸ Some Ngati Koata preferred to live in the Outer Pelorus Sounds, French Pass, Croixelles and Whakapuaka, some even went to Waimea and Te Punawai (Nelson Harbour).⁴⁹ Te Putu settled at Hoiere (Havelock, Pelorus Sounds).⁵⁰ D'Urville Island had been a major foodstore for all of the Rangitane iwi living on both sides of Cook Strait and now Koata were reaping the benefits.⁵¹ Trade in food commenced with relatives at Whakapuaka and the Sounds.⁵²

But if Te Tau Ihu thought they had seen the last of Te Rauparaha, they were sadly mistaken. He was to return with a vengeance. Around 1828, verbal insults and the desecration of a Ngati Toa Chief, Te Pehi Kupe's, bones, precipitated Te Rauparaha's return to the Sounds, with contingents of Toa, Rarua, Tama and Atiawa.⁵³ It may be that this insult was merely a rumour and provided an excuse for Te Rauparaha to extract utu over the Kapiti affray. However his Uncle, Whakatari, would not allow Te Rauparaha to venture near D'Urville Island, Pelorus Sounds, Admiralty Bay or French Pass, for it was feared that he would disturb the peace made between

⁴⁴ *AJHR*, 1936, Vol II, G-6B.

⁴⁵ Paul J.M., [p.8].

⁴⁶ Mitchell, Chapter 3, p.63; *AJHR*, 1936, Vol II, G-6B, p.5; Elkington, 17/7/96 - Waihaere, a Rangitane chief, who lived at Bottle Point was shot there one year after the Waiorua affray.

⁴⁷ *Nga Tohu o te Tiriti*, National Library Publication, 1990, p.95.

⁴⁸ *Brief of Evidence, Elkington*, [p.4]; Baldwin I, p.36; Keyes *JPS* Vol 69, p.251; Ne 17/69, Jim Elkington states that pa sites exist on some of D'Urville's Islets; Ngati Koata Trust, Paper entitled *Background on Traditional Maori Fisheries - D'Urville Island Area*, n.d. [by Jim Elkington] - states that populations of paua were seeded on Tinui for the resident population; Ngati Koata Trust - Paper entitled, *Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture*, 25 June 1995, p.2 - Tinui Maori occupation was seen on a sporadic scale rather than a major settlement focus; Paper entitled *Ecological Report on Four Marine Reserve Options - Eastern D'Urville Island Area*, dated 1994, D.O.C., Nelson, p.14, cites evidence of early Maori occupation on Penguin Island.

⁴⁹ P. Burns, 1980, p.121; Mitchell, WAI 102, A-3, Chapter 8, p.48; for Waimea and Nelson Harbour, see Ne M.B. 2/256.

⁵⁰ Baldwin I, p.7.

⁵¹ Baldwin I, p.22.

⁵² Baldwin I, p.36.

⁵³ For more details on these and other incidents that required utu, see Mitchell, Unpublished MSS, Chapter 3, p.24-5.

Kuia and Koata, and:

... as there was a danger that aggressive interference from Te Rauparaha could rouse Rangitane people living there to kill Tawhi and the small group of Ngati Koata he was living with.⁵⁴

Te Rauparaha argued with Whakatari and only conceded to his wish when Whakatari ducked Te Rauparaha's head in the sea. Te Rauparaha was still important enough for Koata to acknowledge him as their leader but they were adverse to allowing him to conduct campaigns in their new 'rohe'. Not to be outdone though, Te Rauparaha returned to the Sounds via Queen Charlotte Sounds, where Rangitane were raided before Te Rauparaha portaged his waka overland from the Portage into Kenepuru Sound, and again overland from Elaine Bay to Tasman Bay. En route, Te Rauparaha's marauding band sacked almost anything, including several Ngati Kuia pa, that had the misfortune of being in the wrong place at the wrong time. According to Mitchell, many Ngati Kuia and Ngati Apa were 'harassed' with 'orders' issued for the deaths of several chiefs (including Tutepourangi)⁵⁵ At Whakapuaka, one of those orders was carried out when Tutepourangi was killed before Ihaka Tekateka, of Ngati Koata descent, was able to stop the fighting when his (Ihaka) identity became known. Tutepourangi was greatly mourned by both Ngati Kuia and Ngati Koata.⁵⁶

How much Koata were subjugated to Te Rauparaha's authority is unclear. In the Whakatari incident, Te Rauparaha appeared to be tolerated to a certain extent but treated with kid gloves of the utmost caution and respect. On the other hand the desecration of Te Pehi Kupe's remains by visiting Ngai Tahu and Ngati Kuia went unpunished by Koata who preferred to remain 'neutral' in the subsequent war to avenge this insult. As Phillipson remarked, it is difficult to ascertain whether there was any authoritative political relationship between Toa and Koata.⁵⁷ Interesting enough, Te Rauparaha had supposedly visited D'Urville Island in the early 1830s, and ordered that 300 Ngati Kuia who had been living alongside their Koata mentors, be sent off to Kapiti as his mokai (slaves).⁵⁸ In acquiescing to Te Rauparaha's demand, Koata may have been placating him and 'apologising' for their inaction over the Te Pehi Kupe insult.

After 1828, Ngati Koata, who continued in occupation of D'Urville Island and some surrounding areas, were visited at times by Te Rauparaha for short periods and 'reasons of convenience'.⁵⁹ At times Koata provided war parties comprising of both Koata and Kuia warriors to raid the Ngai Tahu of the south. As for the

⁵⁴ Mitchell, Unpublished MSS, Chapter 3, p.36; If Whakatari had stated to Te Rauparaha that he was not to go through French Pass, Admiralty Bay, Pelorus Sounds, etc, was Whakatari outlining the tuku boundaries, and/or the areas of Ngati Kuia and Ngati Koata occupation? Or was he solely concerned at Te Rauparaha's intentions towards Ngati Kuia and about retaining peace between Kuia and Koata (it is interesting to note that Whakatari was also fearful that Kuia would kill Tawhe and other Koata living with them. Was Tawhe living among the Kuia people of his own free will? Or part of the tuku exchange). If only D'Urville was given then he would not have the 'authority' to tell Te Rauparaha to stay out of the other areas, other, than perhaps, to protect Rangitane iwi outside D'Urville.

⁵⁵ Mitchell, Unpublished MSS, Chapter 3, pp.37-8.

⁵⁶ I have heard that Tutepourangi's death saw the tuku broken, because, firstly, Koata did not save him, and secondly, Koata participation in Te Rauparaha's raids. Jim Elkington (17/7/96) states any battle that took place where Kuia were involved, Koata never left the beach, they were the sailors and guided the waka.

⁵⁷ Phillipson, Rangahaua Whanui Series, p.38.

⁵⁸ Burns, *Te Rauparaha: A New Perspective*, Wgtn, 1980, pp.161-2; I have yet to see other evidence to confirm Burns's story. From Population trends [see 1.4. below] there never appeared to be a great number of Kuia people 'post-Koata'. At the time of the NZ Company's arrival to Nelson around 1839, there were only around 122 Koata people resident. Kuia numbers in subsequent census' never surpassed the 200 range and could be reflected of the 300 people taken off the island, or else, like Koata, were not in large numbers by the arrival of the Tainui people. Pene Ruruku's assumption that there were around 600 people resident on the island in the 1830s may perhaps confirm a larger population and thus possible that 300 Kuia people were taken away.

⁵⁹ Baldwin I, p.35, Baldwin does not give a reason as to what these 'conveniences' are; Buick T.L., *Old Marlborough*, Palmerston, 1900, p.209; Field A.N., *Nelson Province, 1642-1842*, 1942, p.74; Field believes that Te Rauparaha gave Rangitoto to Koata, along with Ngati Haumia, Ngati Tumania and a small section of Ngati Raukawa who occupied the east coast of the island.

Kurahaupo iwi, remnants of Rangitane (including Ngati Kuia) had escaped to the hinterland. Others were seemingly enslaved by Te Rauparaha and allies, like those to whom Wakefield came across when his group stumbled upon a party of original natives in the Pelorus Sounds.⁶⁰

They belonged to Ranghitane[sic] tribe and were made prisoners, four or five years ago, by Raupero [Rauparaha] and the Kafia people, after the latter were driven from Kafia. They have their residence at Titirangi, at the entrance of Admiralty Bay, and are slaves of the Kafia chiefs. They were bound on an excursion to pick flax which grows in abundance, and of the best quality, on the swampy ground up the river. These poor people received us in fear and trembling; holding their lives at the mercy of the chiefs, one of whom was with us. . . . They are scarcely allowed to possess anything beyond the mere means of existence, and pay heavy tribute yearly to their masters.

This may be confirmed by the census record of 1881, which provided figures of residents in the Pelorus district for Ngati Toa and Rangitane only.⁶¹ While most Ngati Kuia still tended to live in relative freedom with Ngati Koata, others were more resilient and insisted on their manawhenua.⁶²

Although we were once conquered by Ngatitoa and Ngatiawa, we have never been driven from the land of our fathers. We consider that we are yet a people, a living people, and have a right to speak when our land is being sold without our consent, and no payment is received by us.

This argument may be correct. The Mitchell's believe that the Crown's recognition of Ngati Kuia's manawhenua in the land deeds of 1851 and 1856 bestowed an acceptance that they were still an independent people. This was underscored by the payment of money to extinguish the interests of Kuia to the Crown and by the setting aside of several hundred acres as reservations of pa, kainga, cultivations and urupa.⁶³ Jim Elkington declared that Koata recognises Kuia's traditional ownership and rights to D'Urville Island but Ngati Koata are currently the Kaitiaki, and therefore had manawhenua over the island.⁶⁴

1.4. The Arrival of Europeans:

There is no official census data pre 1855 for the D'Urville Island vicinity, indeed population data prior to the first censuses of the 1870s is unreliable. The northern South Island experienced a gradual decline in population during between the 1850s and the 1890s. We can surmise, however, from events happening around this time that the population of both Kuia and Koata probably numbered in the few hundreds. In Native Land Court evidence of 1892, Hohepa Horomona provided a list of 122 Koata people who were 'living' in Te Tau Ihu at the time of the sale of Nelson to the NZ Company, viz, 1839.⁶⁵ Pene Ruruku believes that there were possibly up to 600 people residing on D'Urville Island in the 1830s, but as later census records cite population numbers below 200, it seems unlikely that the population could have been so large.⁶⁶ However, if Te Rauparaha did take 300 Kuia back with him to Kapiti [see 1.3 above], then a population of 600 could conceivably be correct.

⁶⁰ W Wakefield, 1839, p.33; The Rai Valley Centennial Committee, The Rai and its People, A Centennial History of the Rai Valley District, 1881-1981, 1980, p.9.

⁶¹ *AJHR*, 1881, Vol II, G-3, p.26.

⁶² MacKay A, *Interpreters Report, 1854-5*, Vol I, p 297.

⁶³ Mitchell's, WAI 102, A-5, Chapter 22, p.124.

⁶⁴ Elkington (17/7/96).

⁶⁵ Ne M.B. 3/46-50.

⁶⁶ *NZ Geographic*, p.34.

The first European settler to reside on D'Urville Island was the commercial fisherman, James McLaren, who, from the mid-1830s, made his home at 'Paua Kaiwawe [Pawakaiwawe].⁶⁷ It is most unlikely though, that he was the only European on the island. In 1839 and 1840, Port Hardy became a rendezvous site for NZ Company ships arriving from England before disembarkation at mainland ports. Wakefield had been advised to ensure a 'small party' was left on D'Urville to greet and direct these vessels to their debarkation.⁶⁸ Greville Harbour was also found to be a suitable site but was never utilised by the Company, who probably found it to their advantage to be situated at Port Hardy near a Maori population, associated cultivations and the only two reported fresh water sites (West Arm of Port Hardy).⁶⁹ When Wakefield visited the island in January 1840, he reported some 200 people were residing at the settlement of Oterawa (home of the chief Te Whetu).⁷⁰ He, along with J.W. Hamilton, reported that extensive runs of pigs and clearings for potato cultivations were present on the eastern side of the island. These cultivations were probably utilised to cater for the NZ Company vessels, which, in the same month, accounted for some 800 passengers.⁷¹

Within a few months after Wakefield's sojourn, a large number of Ngati Koata had embraced Christianity.⁷² Upon his visit to the island in 1841, Octovious Hadfield, and Anglican missionary of the Church Missionary Society, commented on how the Maori seemed 'exceedingly clear on doctrinal points', building a place of worship and, "... seem to have all their time & have all their thoughts set upon spiritual & heavenly things.", as well as being very industrious and extremely receptive towards settlers in the area.⁷³ This religious fervent that struck D'Urville appeared to have been introduced by Matahau (aka Ripahau), a Maori teacher from the Kapiti district.⁷⁴ Hadfield had to compete with the Wesleyans in conversions. Although he may have converted the great chief Matiu Te Maaka, and seen Matiu 'influencing' others to turn to the Anglican faith, the Wesleyans were just as competitive in converting Te Putu.⁷⁵ Two churches were established at Port Hardy and at Te Marua. Reverend Reay, a Church Missionary Society Minister, took a census in 1846, and reported 153 Maori resident on D'Urville (82 males, 71 females).⁷⁶ John Tinline gives a similar population for both D'Urville and Kaihua (Croixelles) of 75 males and 63 females.⁷⁷

By the turn of the 19th century the main pa on D'Urville Island was at Pawakaiwawe.⁷⁸ By 1840, Koata did not have any permanent residence in Te Tau Ihu apart from D'Urville and the Croixelles, but may have continued to gather food at places such as Whakatu and Wakapuaka.⁷⁹ Around 1848, the Maori population at Te Marua moved to a new pa site at Ohana, regarded, in 1849, as the main Maori settlement under the

⁶⁷ Baldwin II, p.83.

⁶⁸ NZC 102/1, 16/3/39, p.88, No.8 16/9/39, I.Ward, NZC Office, to Colonel Wakefield, Company Agent.

⁶⁹ NZC 131/2, Middle Island, Mr Hamilton's Report, p.6; M W676, Folio No.5C, Chart No.2684, Cook Strait Anchorage D'Urville Island, 1859, Folio No.5C.

⁷⁰ E.J.Wakefield *Adventure in New Zealand, from 1839 to 1844*, Christchurch, 1955, Vol I, p.188.

⁷¹ NZC 102/1, 16/3/39, p.88, No.8, p.188; NZC 131/2, Hamilton's Report, p.6.

⁷² Mitchell, Unpublished MSS, Chapter 7 p.44; Baldwin I, p.103-104, cites an extract from Wetekia Elkington's papers (although no clear reference of these papers was noted); Wetekia states that Christianity came to D'Urville in 1839.

⁷³ Papers 1883-1902, Vol I Items 1-9, Letter 37, Hadfield to Miss M. Hadfield, dated 28/7/1841, (qMS 0897); LS-N 1 No. 95, Letter 1/11/1858, Jenkins, regarding Croixelles, Letter from Jenkins, Interpreter, Nelson [no destination or to whom addressed], W:Tu.

⁷⁴ Baldwin I, p.104.

⁷⁵ Ibid, p.106, Te Maako was baptised in 1841; Nelson Baptismal Register, 1842-1971 (Wesleyan), NPM - Te Putu was converted in 1849; these Registers reported 64 D'Urville Natives baptised in the period 1840 to 1854.

⁷⁶ Baldwin, p.108.

⁷⁷ Paper dated Nelson c1840-1850 MMS-Papers-0026 (Folder One) John Tinline.

⁷⁸ W.Webber et al, MSS 7, History of French Pass, Webber Family Writings, pp.6&8, NPM.

⁷⁹ Phillipson, Rangahaua Whanui Series, p.30.

chieftainship of Turi te Patete.⁸⁰ In later years they moved onto Madsen in Catherine's Cove.⁸¹ In 1855 MacKay submitted a census return which showed the population on D'Urville had receded to under half of that noted on Wakefield's sojourn in 1840. This may be a result of the NZ Company's vessels no longer utilising the facilities of the island, resulting in the lost of the economic activities of the large cultivations and pig runs, that once sustained not only the NZ Company ships, but also the resident Maori population who relied on this trade for survival. Ngati Kuia, who were at this stage resident in the Pelorus area, numbered only in the thirties. The low population numbers for both areas may be, in part, reflective of a mobile Maori population moving from one district, or locality to another for economic or other reasons and, depending on the European influence, may have even been disinclined to partake of a census:⁸²

Table 1.4a.

Census for Kaiaua and D'Urville Island - Ngati Koata (1855)

<u>Adult</u>	<u>Children</u>	<u>Total</u>
71	22	93

Table 1.4b.

Census for the Pelorus - Ngati Kuia (1855)

<u>Adult</u>	<u>Children</u>	<u>Total</u>
40	17	37

By 1868, there may have been fewer numbers on D'Urville, but figures for the other Koata settlements of the Croiselles show that movement may have occurred from D'Urville to the mainland. The Pelorus settlements seemed to have fared better than in 1855, although this census does not differentiate between respective iwi so, therefore is subject to more inference than fact. The population figures were probably also reflective of the reserve settlements of both Koata and Kuia, constituted under the Te Waipounamu Purchase of 1853-56 [see Chapter 19 (19.2)]. The figures given for Whakapuaka are likely to be a reflection of a large contingent of Ngati Tama who took up residency at Whakapuaka sometime after 1830:⁸³

⁸⁰ Baldwin I, p.109; Webber et al, p.8.

⁸¹ Elkington, (17/7/96).

⁸² MacKay, Vol II, p.300.

⁸³ MA-MT 6/19, Census 1868 of Natives of Golden Bay, Nelson and Marlborough at reserve settlements. I have not included such settlements as Wairau and Queen Charlotte Sounds as I am unsure whether there may have been Ngati Kuia and Koata residing there. This source also notes claimants (giving full names and successions) to the various reserves around the Marlborough and Nelson area; MacKay's census dated 1868 more or less matches the MA-MT census.

Table 1.4c.Census for D'Urville Island (1868)*

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
24	20	6	5	44	11	55
(19)	(16)	(5)	(4)	(35)	(9)	(44)

[*NB some of the names on the original lists of residents have been crossed out and marked 'd' for deceased. I am unable to tell when these amendments were made and thus have put in brackets, population numbers minus the deceased. Some names have other locations written next to them, and can assume that they either frequented both areas, or moved there soon after.]

Table 1.4d.Census for Whangarae (1868)

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
11	13	3	4	24	7	31
(10)	(7)	(1)	(4)	(24)	(2)	(19)

Table 1.4e.Census for Onetea (1868)

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
1	1	-	-	2		2

Table 1.4f.Census for Oananga (1868)

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
2	3	1	1	5	2	7

Table 1.4g.Census for Whakapuaka (1868)

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
22	22	9	9	44	18	62

Table 1.4h.Census for Pelorus (1868)

<u>M (14 & above)</u>	<u>F (14 & above)</u>	<u>M (under 14)</u>	<u>F (under 14)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
40	26	9	2	66	11	77

By the late 1870s however, a census revealed that the population of Ngati Koata, for the Croiselles and D'Urville Island, was almost 50 percent less than that reported in 1855. One official source reported that there were only 20 Maori inhabitants residing at the southern end of D'Urville (probably Ohana), but it is debatable whether the island's population was so small at that time, nor confined to one area of the island.⁸⁴ There is no apparent reason given as to why the population had decreased so, although, given the inadequacy of the Te Waipounamu Reserves in the Croiselles area, a number of Maori were either purchasing land elsewhere from the Provincial Government [see Chapter 19 (19.2)], or moving to other locations for better economic prospects. Another census report in 1881, showed a further decline in numbers.⁸⁵

Table 1.4i.

Census for the Croiselles and D'Urville Island (1878)

<u>M (15 & above)</u>	<u>F (15 & above)</u>	<u>M (under 15)</u>	<u>F (under 15)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
18	16	4	10	34	14	48

Table 1.4j.

Census for the Croiselles and D'Urville Island (1881)

<u>M (15 & above)</u>	<u>F (15 & above)</u>	<u>M (under 15)</u>	<u>F (under 15)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
15	18	4	3	33	7	40

Census data on Ngati Kuia settlements was rather sporadic and infrequent, but this may be a result of Kuia's economic situation, whereby their Te Waipounamu reserves, like Koata, had become hopelessly inadequate by their size and only partially occupied, and by the latter half of the 19th century, hemmed in by European holdings. Consequently, many Ngati Kuia became landless or purchased land elsewhere, while others moved away to settle in the Sounds, Nelson, or outside the district. In 1888, there were around 79 Ngati Kuia people residing in the Pelorus district, with only one noted as residing on D'Urville Island.⁸⁶

In 1886, the population for the island had actually increased 42 percent (38 people) in the space of four years since the last census of 1881 but could not be attributable to mere natural increase, bar immaculate conception.⁸⁷

⁸⁴ *AJHR*, 1878, Vol II, G-2, p.25; N.L.Millar, D'Urville Island or Rangitoto: Early References, Nat Lib, Wgtn - citing *Wises's New Zealand Directory, 1875-6* [no page number given]; Webber et al, p.2. The census in *AJHR*, 1874, G-7, p.18, is too ambiguous given no discernible iwi affiliations.

⁸⁵ *AJHR*, 1881, Vol II, G-3, p.26, figures for Pelorus, are for Ngati Toa and Rangitane.

⁸⁶ *AJHR*, 1888, Vol II, G-1A, pp.2-3, 5.

⁸⁷ *AJHR*, 1886, G-12, p.17; Population Census, 1886, p.369, WPL; BAAA 1001/243a, Memo dated 4/8/85 from John Hislop to W.Scott, notes that there are 18 children of whom 12 are able to attend school.

Table 1.4k.

Census for the Croiselles and D'Urville Island - Ngati Koata (1886)

<u>M (15 & above)</u>	<u>F (15 & above)</u>	<u>M (under 15)</u>	<u>F (under 15)</u>	<u>Total Adult</u>	<u>Total Children</u>	<u>Total</u>
18	20	18		39	18	57
				(including one half-caste)		

A number of factors account for this increase. The establishment, in 1886, of the first Native school on the island, after the Government was approached by John Hippolite, a resident of the island, allowed children to remain on the island for schooling, rather than remaining on the mainland.⁸⁸ But, although some families may have moved to the island because there was available schooling for their children, this was unlikely to have been a very significant attraction or staying factor. The significant pulling power for Maori to return to D'Urville around this period were the initially favourable economic activities of mining and timber.

Speculation in copper mining in the form of several lease arrangements originally anticipated lucrative financial returns for local iwi, in rentals and for those who were offered work. This was seen as a Godsend by George MacDonald, the school teacher on the island, who, in September 1885, hoped his 'prayer', that the copper industry would thrive as the residents possessed little or no financial support for themselves, would be answered.⁸⁹ But these benefits were not sustained when it became blatantly clear that mining on the island was demonstrated to be no more than an expensive white elephant.⁹⁰ A potential bonanza of a timber contract providing some 4,000 sleepers for the Government, capable of bestowing substantial benefits, proved just as elusive as the mining ventures when the first shipment from the island was rejected due to shrinkage, and the mill subsequently went bankrupt soon after.⁹¹ But nonetheless, during the initial heyday of these two, albeit brief, economic highlights, it would appear that a number of Maori returned, or migrated, to the island for work, with the school providing an added incentive to those with families to reside on the island.

The euphoric year of 1886 turned to disillusion for many on the island, and provided the catalysis for a large migration away from the island around 1890. Baldwin describes this period of D'Urville's occupation as the 'great exodus', reminiscent of an Old Testament epic.⁹² There are a number of disparaging and culpable events, including the failure of mining and timber contracts mentioned, that culminated to this great exodus.

The most significant, and perhaps, most antagonistic problem was the effect of the Native Land Court, whose procrastination to issue title for the island exacerbated the non-utilisation of land holdings of D'Urville Island Maori. Rewi Maaka and others, were to remark in a petition relayed to the Government in 1889, that they wished to ascertain title to D'Urville, Whangarae, Okiwi and Whangamoa (Whangarae was in occupation by Koata, but Okiwi and Whangamoa were not⁹³), "... as great difficulties beset us with regard to those lands which we wish to settle down upon in peace ..."⁹⁴ This had a twofold effect: people could not fully utilise land for which

⁸⁸ *AJHR*, 1886, E-2, p.3; Letter dated 24/7/1885 from Mr [Puttland?] to John Hislop, Education Department, Wgtn, BAAA 1001/243a, D'Urville Island, 1885-1916, NA, Auck.

⁸⁹ Letter dated 7/9/1885, from MacDonald, to Sec. of Education, Wgtn, BAAA 1001/243a; Letter dated 7/9/1885, from MacDonald to Sec. of Education, Wgtn, BAAA 1001/243a.

⁹⁰ see Chapter 2 (2.2)

⁹¹ see Chapter 17 (17.2)

⁹² Baldwin III, p.7; for owners respective addresses see MA 1 6/79, *NZ Co. Tenths shares and addresses*, NA, Wgtn; and Ne 55&56, B.O.F., MLC, Chch, *List of Owners of Rangitoto & addresses*, n.d.

⁹³ Memo dated 20/10/89, from MacKay, NLC, Greytown, to U.S., ND, Wgtn, MA 1 5/13/218.

⁹⁴ Petition No. 77/89 of Rewi Maaka and 18 others, MA 1 5/13/218, *Petition of Karepa Te Whetu et al, D'Urville Island*, NA, Wgtn.

they had no clear title to, nor use the land as collateral for finance to develop the lands. Thus, D'Urville and the other aforementioned lands were to remain idle until such title had been settled.

But other far more immediate problems created severe economical hardship. In 1885, the Government told residents on the island that they had to kill all their sheep, as an outbreak of 'scab' had been detected on the island at Patuki (as well as other areas of New Zealand).⁹⁵ No compensation appears to have been provided in lieu. To what degree D'Urville Maori relied on their sheep for economic and/or food resources is unclear, but as 'Hundreds' were killed and an embargo was placed over the land for seven years, there must have been some effect on the livelihoods of those concerned, or on a food resource that had, in part, sustained them.

Further still, in July 1886, MacDonald became concerned that many Maori on the island were destitute in sufferance of a failed crop, and reported that many had not a single potato between them and were without means to purchase seeds.⁹⁶ He began to note a downturn in attendance at the Native school due to pupils being ill through 'want of nourishment', with a substantial number of deaths which, considering the island's relative small population, was quite significant.⁹⁷ When the Native school closed down in 1889, a number of people moved to the Croixelles so their children could attend the Whangarae Native School.⁹⁸ But the failed crop was only exacerbated by the inadequate water supply on the island, which MacDonald considered very bad during the summer, involving some walking and the digging of a fresh well every time he went to fetch water.

Illnesses introduced by European settlers and lifestyles were also becoming more prevalent. Residents were concerned that their children were not receiving sufficient vaccinations, although what affect this had on the death rate is unclear.⁹⁹ In 1889 the Inspector of Police from Nelson, reported that while the health of the Maori in the district had been 'fairly' good, those residents of the Croixelles, Whakapuaka and D'Urville Island were suffering from the disease *la grippe*, considered the 'prevailing' cause of death.¹⁰⁰

The cumulative nature of these problems precipitated a significant migration from the island which did not appear to be a haphazard nor prolonged event. It seemed more indicative of a reasonably well organised, and to some extent, premeditated affair, although there is some suggestion that they left in a hurry. Baldwin and Kaitiaki remarked on how many artifacts and other items were left behind, as if everyone had just got up and left without packing.¹⁰¹ Kaitiaki also remarked how this exodus saw the 'large' pa, Ohana, 'once the scene of great activity', become deserted; at one time there were several hundred Maori living there under Chieftain rule.¹⁰²

... a large number left for the Poverty Bay area, some further afield, a few to Marlborough Sounds and only a very small percentage remained on the Island. ... The final exodus had a very definite note of farewell. A great tangi took place ... One last remaining family still lives in the Island ...¹⁰³

Many of the owners left for the North Island to either the Kawhia district, Poverty Bay, Manaia in Taranaki, Porirua, or stayed around the Marlborough and Nelson area, probably as a result of family, tribal and land rights associations in these areas. Indeed during the potato blight calamity of the turn of the century, and unseasonably dry weather devastating crops in the Croixelles and D'Urville Island, Taranaki relatives sent several tons of potatoes to help relieve food shortages.¹⁰⁴ One NLC witness in 1895 believed Ngati Koata left

⁹⁵ See Chapter 17 (17.2).

⁹⁶ Letter dated 6/7/86, from MacDonald, to Ed. Dept., Wgtn, BAAA 1001/243a.

⁹⁷ Letter dated 6/10/1886, from MacDonald, to Sec. of Education, Wgtn, BAAA 1001/243a.

⁹⁸ Baldwin I, p.109.

⁹⁹ Letter dated 24/10/1885, from MacDonald, to Sec., of Education, Wgtn, BAAA 1001/243a.

¹⁰⁰ *AJHR*, 1891, G-2, p.7.

¹⁰¹ Baldwin III, p.7; Tamariki Kaitiaki, [p.23-24]

¹⁰² Tamariki Kaitiaki, [p.23].

¹⁰³ Tamariki Kaitiaki, [p.23-24].

¹⁰⁴ see Chapter 17 (17.6).

D'Urville for Kaiawa to be nearer to Nelson, while Jim Elkington thought that the people moved to the towns for better opportunities and also to seek a better education for their children.¹⁰⁵ Although the 1891 census revealed 34 people residing on D'Urville (20 males, 14 females; 1 male and 1 female half caste), or a 40 percent decrease in population, this may or may not be a reflection of pre-exodus population, dependent on when the actual census was taken.¹⁰⁶

During the latter half of the 19th century, Ngati Kuia mostly resided at such places as the Te Waipounamu Reserves (constituted under the Native Reserve Act, 1856) and later, Landless Native Reserves (Landless Natives Act, 1906), viz, Canvastown (Te Hora), Havelock (Motueka), Pelorus (Otipua/Orakauhamo/Aorangi/Ruapaka), Oruapuputa, Kaituna, Takapawharaunga, Para Para (or Parapara), Mahikipawa (Mahakipaoa?), Kenepuru and Okoha. Ruapaka and Te Hora appeared to be the main Kuia settlements, with Okoha taking greater prominence from the beginning of the 20th century.¹⁰⁷

Ngati Koata, who were not residing on D'Urville Island, the Croiselles or, to a lesser extent, Whakapuaka, may have been residing on these reserves. Some Koata may have laid claim to Landless Native reserves through inter-marriage, other tribal affiliations or through being landless themselves. Their and Kuia's population numbers (outside D'Urville) are not so discernible.

1.4. 1895-1916:

1.4.1. D'Urville Island and the Croiselles:

In 1895, title was issued to D'Urville Island finally giving ownership status to Maori, although by this stage, few owners were even residing in the Croiselles, let alone D'Urville, with a significant number living in the North Island.¹⁰⁸ But although ownership was conferred, this did not automatically result in widescale land development nor a migration back to the island. Costs of relocation back to the island may have prohibited any notion of returning, or, for many who had left in the great exodus of 1890, had made new homes for themselves and for some, lost any attachment to the island. As for those residents on the island, many had no access to finance to develop their lands and the 1890 emigration had depleted sources of labour, therefore, the only significant aspect for these people with respect to ownership being verified, was the confirmation of manawhenua.

Thus, the population in 1898 for the Croiselles of 25 adults and 22 children showed no significant increase as a result of title being issued.¹⁰⁹ Conditions on D'Urville Island and Whangarae (Croiselles) were still considerably harsh. For instance, 17 Maori on D'Urville requested from Government, potatoes for sustenance, as the growing season had been exceptionally dry and the soils of Whangarae and D'Urville suffered immensely.¹¹⁰ In fact D'Urville Maori were to suffer significantly from poor crops and adverse conditions not often suited to a European based farming regime (unless one possessed significant capital), and often aggravated by poor access

¹⁰⁵ Ne M.B. 3/195; Jim Elkington, 17/7/96

¹⁰⁶ Population Census, 1891, plix.

¹⁰⁷ Other landless reserves where some Kuia and Koata may have resided were Queen Charlotte Sounds, Oamaru, Ruakaka, Waikawa, Endeavour Inlet, Big Bay, Port Gore, Anamahanga, Wairau, White's Bay (Pukatea).

¹⁰⁸ For example, see Chapter 6 (6.1), regarding lease arrangement with Woodman, which reports all the owners residing off the island; Chapter 9 (9.1), owners of Block 6 are reported that most of the owners are residing in the North Island (Bay of Plenty, Gisborne, Waikato, etc.).

¹⁰⁹ Letter dated 21/7/1898, from H.W.Robinson, Magistrates Office, Nelson, to Colonial Sec., Wgtn, J 1 1898/842, Croiselles Natives, NA, Wgtn.

¹¹⁰ Memo dated '98/645', dated 16/9/98, from Scaife, Agent, Nelson, MA 1 6/79 (1887-1906), South Island Benefit Fund, NA, Wgtn; Letter dated 10/11/[1898], from Roma Ruruku, Rangitoto to Scaife, MA 1 6/79 (1898-1901), South Island Tents, Native Hostel & Indigent Natives, NA, Wgtn. Encloses names of Maori on D'Urville receiving aid.

(by sea) and a physical environment, considered by one owner to be mostly inhospitable for settlement.¹¹¹

Coupled with the reality of a harsh physical environment, an official report in 1906, remarked on how illnesses, such as diphtheria, rheumatism, scarletina, measles and skin diseases, were prevalent and often taxing upon the Croixelles Maori. For instance, in the same year, the Native Hostelry in Nelson had scarcely been free from cases of typhoid and tuberculosis, all of which originated from the Croixelles.¹¹² This was often because of dilapidated housing and rancid water conditions, exacerbated by the reliance on shellfish and fish caught in polluted waters.

Although the 1906 census is too ambiguous to show any significant changes in population numbers, that is, 69 Maori living in the Waimea County (comprising of Nelson, Whakapuaka and the Croixelles), of which the 'majority' resided in the Croixelles, the population of the area appeared to be holding its own despite the environmental and health adversities.¹¹³ In 1912, the Whangarae Village (Croixelles) had a population of 70, which, compared to the 1906 census, probably reflects a small increase, despite still suffering illnesses from a bad water supply which was, with some relief, eventually attended to in 1914.¹¹⁴ The Croixelles area was in the midst of a timber boom but with the close of the mill around the 1910s, 'everyone' had moved away from the area.¹¹⁵

Around 1915, Webber cited the establishment of a new village at Catherine's Cove, named Madsen Bay, which was to become the main settlement on the island.¹¹⁶ This was probably not so much a new village but more of a permanent one; Wakefield had noted in 1840 that there were uninhabited huts in this vicinity and Madsen appears to have been utilised as a pa site when Koata came into possession of D'Urville.¹¹⁷ In 1931, this settlement contained 30 to 35 residents and was to remain static throughout the 1930s.¹¹⁸ Employment in the area centred on a casual basis supplemented by fishing, gathering of kai moana and hunting on the island. However, like the Whangarae Village, Madsen was subject to inadequate water supplies with 'dangerous sanitary' living conditions, resulting in too many cases of typhoid.¹¹⁹ These illnesses were seemingly a result of the 'chief article' of diet, consisting of shellfish and fish. Jas Elkington informed the Senior Inspector of Health that if conditions were more favourable at Madsen, then one of the Hippolite families and the Hemi and Selwyn families would 'most likely' return and reside there permanently.¹²⁰

By 1949, only 12,000 acres on D'Urville remained in Maori hands. Making a living from this land and the Croixelles was extremely difficult if rarely obtainable without supplementary income. The Maori population on D'Urville Island has gradually declined since the 1940s. In 1949, the population on the island was 47 (23 over 16 years of age, 24 below 16), significantly less than in 1996, where the population was estimated at 46 residents, but were predominately European.¹²¹ Work is often scarce on the island and most Maori work in the

¹¹¹ Wn M.B. 14/196-7

¹¹² Memo dated 11/9/06, from Chief Health Officer, Dept. of Public Health, to U.S., ND, MA 1 1906/961, Sickness, Croixelles, NA, Wgtn; Copy of Report on the Sanitary Conditions of the Croixelles, dated 8/10/06, MA 1 6/79 (Vol 5), Tenth's Benefit, NA, Wgtn.

¹¹³ *AJHR*, 1906, H-26A, p.23.

¹¹⁴ Memo dated 24/2/12, from Chesson, Acting District Health Officer, Wgtn, to Medical Sec., Health Dept., for population MA Acc W2459, 19/5/71, Croixelles Water Supply, 1910-38; & passim.

¹¹⁵ Hawea, pp 27-8

¹¹⁶ Webber et al, p.8.

¹¹⁷ Brief of Evidence, Elkington, [p.4]; I.W.Keyes, p.239.

¹¹⁸ Memo dated 11/9/31, from Medical Officer of Health, D.O., Wgtn, to U.S., MA, Wgtn, MA W2459 19/5/84, Madsen French Pass, Water Supply; Memo dated 13/12/39, from Senior Inspector, Dept. of Health, Nelson, to Medical Officer of Health, Nelson, H 1 36/37, Madsen Settlement, NA, Wgtn.

¹¹⁹ Memo dated 11/9/31, from Medical Officer of Health, D.O., Wgtn, to U.S., MA, Wgtn, MA Acc W2459, 19/5/84.

¹²⁰ Memo dated 13/12/39, from Senior Inspector, Dept. of Health, Nelson, to Medical Officer of Health, Nelson, H 1 36/37.

¹²¹ Memo dated 20/12/49, from J.H.Flowers, Field Supervisor, to U.S., MA, Wgtn, MA 1 30/3/128, D'Urville Island, Housing, NA, Wgtn; Network One News Bulletin, dated 1/11/96.

Croixelles or nearby towns and cities, frequenting the island on weekends and holidays.

1.4.2. The Settlement of Okoha:

The main Ngati Kuia settlement of Okoha, established on a Landless Native reserve (located at the head of Anakoha Bay), was noted for its industrious inhabitants who spent a great deal of their earnings on improving the land, and whose population, by 1899, was estimated at 45.¹²² This relatively new settlement came at the expense of the population resident in the Pelorus Valley and probably, in part, a reflection of the inadequacy of the Te Waipounamu Reserves;¹²³

There is a considerable decrease in the numbers of Maoris in Pelorus Valley, but this is due to the fact that many of them have gone to Okoha and other places in the Sounds where they are clearing the land and stocking it with sheep and cattle.

The 1914 Landless Native Reserves Commission reported that the Okoha reserve contained sufficiently good land (if developed) with 40 Maori inhabiting the settlement, yet were hindered from further development by firstly, the cost of clearing the land, and secondly, but more importantly, were impeded by a lack of financial assistance [see Chapter 19 (19.2)]. As a result the people often made a living by fishing, shearing or working for Europeans.¹²⁴ A further medical report written in 1925, recommended that Maori residing at Okoha be 'persuaded' to exchange their present land interests for interests of equal value in some other locality.¹²⁵ The death rate from tuberculosis had been 'terrific' in the last ten years because the settlement was situated in a valley that was considered too humid, damp and lowlying with little sunshine. The writer of the report suggested that land be exchanged with land on D'Urville Island, although this did not eventuate.

Given both the financial and medical problems mentioned, the population never appeared to exceed the numbers of the 1899 census and had remained static since 1914. But since 1931, when the population was recorded at 41 occupants, the population has gradually declined, to where only one family resides on the settlement today.¹²⁶

1.5. Conclusion:

By 1916, assessing the population of D'Urville Island and immediate areas becomes very difficult. It was estimated out of a total Maori population of 50,000, only 2,000 resided in the South Island. Therefore, the Government decided to enumerate the South Island Maori in connection with the enumeration of the European population.¹²⁷ The problem was exacerbated with increasing inter-tribal and inter-racial marriages.

With the advent of the 20th century, the general Maori population of NZ began to increase (except for

¹²² Letter dated 26/8/99 from F. Bennet to Mr Pope, BAAA 1001/388a, Okoha Native School 1899-1922, NA, Auck.

¹²³ *AJHR*, 1901 H-26B, pp 18-19

¹²⁴ MA 81/1, Royal Commission on Landless Natives Reserves, 1914, NA, Wgtn, p.13 & passim; MA-MT 6/19, Index of Reserves to Nelson, Moutere, Motueka, Marlborough and Golden Bay; for list of reserves of Ngati Kuia and Ngati Koata see LE 1 1872/200, Deed Plan, No. 6, dated 16/2/1856, and Plan 11, dated 5/2/1856; Ne M.B 3/285, noting that Rangitane and Kuia were residing at Te Hoiere.

¹²⁵ Letter dated 4/5/29, from the Director of Maori Hygiene, to the D-G, of Health, Wgtn MA 1 6/0/14/1, Health Marlborough and Sounds District, NA, Wgtn.

¹²⁶ Memo dated 3/3/31, from Field Inspector, Blenheim, to CCL, Blenheim, L&S 1 51907, Okoha Native Block, NA, Wgtn.

¹²⁷ Population Census, 1921, Appendix A, 'Maori Census', p.60

the influenza pandemic of 1918-19), resembling a rather youthful age-constitution.¹²⁸ This is true for Ngati Kuia and Ngati Koata who have experienced a gradual but slow rise in population numbers. Both recorded slight decreases from 1840 and for the whole, were to remain static over the years prior to the turn of the 20th century, with significant decreases from the 1940s onwards, no doubt due to the urban migration after World War II. Ngati Kuia had a smaller population base after being decimated by the Waiorua affray and Te Rauparaha's campaign of the late 1820s, and the population, by the end of the 19th century, probably never managed to exceed a couple of hundred. Ngati Koata had a slight advantage over Kuia in terms of its population size, but not to any great extent. A combination of migrations back to the North Island coupled with economic and social setbacks, never saw its population grow to more than hundred or more by the turn of the 20th century. The D'Urville Island population itself never fully recovered from the 1890 exodus, and has rarely, if ever, exceeded 50 in total. The inadequacy of the Kuia and Koata reserves only prolonged and antagonised the situation. Most Koata and Kuia people now live away from their traditional reserves and settlements. A 1996 census records 816 people with Ngati Kuia affiliation, and 528 with Koata.¹²⁹

Ngati Kuia and Koata were, like the national trend defined, inflicted by illnesses and economic and social depravation of a more dominant European way of living, unfettered by the traditional Maori society and lifestyle. Important changes to Maori had affected their culture and their life, traditions were given away to ideals which were difficult to emanate. The population trends from the 1840s onwards were a reflection of this European ascendancy and domination and the tribal and kin associations and land rights of the North Island. D'Urville Island did not adhere to any economic and social advantages that promoted speedy growth nor retained a sustainable population. Disappointment appeared a prevailing ailment with economic and physical hardships and for many, the leasing and sales of their homelands did not alleviate their suffering.

¹²⁸ Population Census, 1921, Appendix A 'Maori Census', p.61; Population Census, 1926, Vol XIV, 'Maori and Half-Caste Population', pp.2, 5.

¹²⁹ Te Runanga O Ngati Kuia Trust Panui, dated 6/5/97. Cites 1996 census of population and dwellings

CHAPTER TWO

~ D'URVILLE ISLAND (Pre 1895) ~

2.1. The Crown's 'Policy' over Rangitoto:

The early Colonial Government had no set policy with regards to the development of D'Urville Island's farming ability and minerals. But given the potential mineral wealth, in particular copper, early speculation of mining was tentatively considered worthy of possible exploitation. In fact much speculation was to take place over the years by private individuals and organisations, but ultimately, mining development was hindered by the island's isolation, expensive transport costs and the initial huge capital outlay. The island contains a host of significant minerals although most lack large concentrations to make them economically viable. Copper became the predominate mineral sought. Other minerals, such as asbestos and talc - first discovered on D'Urville in the early 1920s - gold, silver, nickel, zinc, lead, silica and serpentine, were exploited on a smaller scale but never on a long long term basis due to costs and low deposits.¹

2.2. Interest in Mineral Exploitation:

At one stage the Colonial Government had expressed an interest in securing the island for its mineral wealth. S.A.Samuel had written to the Government, in 1856, to that affect:²

. . . that certain Gentlemen deeply concerned in Mining interests in Australia, and who have at present a large Capital unemployed are anxious to invest the same in mining operations in [NZ], . . .

Having agreeably to their instructions explored the mineral resources of this district and fixed upon the place for investment, I beg to inform your Honour that D'Urville Island has been examined and chosen for that purpose.

But as this locality is at present unpurchased from the Natives its mineral resources will remain dormant unless some speedy arrangement is made by Government.

In the event of such an accomplishment I beg to state the party referred to are prepared for immediate operations on my representing the matter to them.

It will be apparent to your Honour the benefit that will be universally derived in this province from the Employment of such a Capital and the effect it will produce in the Extension of its Commerce.

The Crown informed Samuel that it was aware of the mineral potential of D'Urville Island with negotiations already in motion for the purchase of this island, but warned that any private approaches to procure the island from the Maori owners would jeopardise progress already made.³ The writer was most likely referring to the Land Purchases of the 1850s, and, although the island was not brought by the Crown, several approaches may have continued intermittently over the following years.⁴

Prospecting of minerals was soon mandated under leases, formal and informal, but never became

¹ Baldwin III, p.135-6.

² Letter dated 7/2/56, from S.A.Samuel, Waimea Road, to Superintendent, N.P., NP 7/2a, 56/57, Samuel, dated 7/2/56, regarding D'Urville Island.

³ Memo, undated, attached to letter, signature and destination indecipherable, NP 7/2a, 56/57.

⁴ Folio entitled 'New Zealand Government Electric Telegraph' dated 10/9, from Alfred Donnell, Sec., Crown Lands, to CCL, Nelson, LS N 1 (Box 18) No. 166 10/8/1868, Alfred Donnell, Purchase of D'Urville Island, Donnell urgently required a reply to his query about whether the purchase of Rangitoto was ever actioned.

economically viable and most leases were surrendered or fell into obscurity. One of the earliest, and probably formal, leases was to 'Mr Hackett', in 1866, whereupon he leased 100 acres in the New Harbour area (Greville Harbour).⁵ No rental or term of lease is given. He apparently had discovered oil and intended to sink a shaft for the purpose of testing, but nothing seemed to have developed from his find. In May of the same year, Dugald Little received from Raniera te Patete (aka Turi te Patete), permission to prospect all of the island for oil, shale and coal.⁶ Rental was set at:

... the sum of £5 for every shaft sunk over 12 feet and yearly and every year [during the remainder of the said term (of the lease) [not specified] at the rate of £50 for the subsequent working of the same together with a royalty of 6d per ton on all coals or shale raised at the rate of 5% on the marketable value of all oil raised when made merchantable free and clean of all costs and charges and expenses whatsoever.

The oil wells never eventuated and may have proven too much of a burden, partially due to trying to obtain permission to prospect over Native land from Crown officials, and also the conditions set out in the lease proved to be uneconomical. The terms of the lease seemed well thought out and Patete was quite shrewd to extract such a rental.⁷

In September 1868, Raniera te Patete and others, leased out two square miles for 21 years to Charles Elliot and James Sims, to mine for gold and other minerals.⁸ Rental was set at:

... first year a Rental of £150 == to be paid quarterly and in advance and thro [sic] the 21 years, 2nd year £200 == 3rd year £300 == and to remain at this sum until the end of the tenth year, afterwards for the next 11 years, £400 == for first, or eleventh year, £500 for 12th year £600 == for thirteenth year & to remain at £600 == until the end of the Lease.

In addition it appeared that Elliot agreed to provide a range of 'presents' or goods, consisting of tools, cooking utensils and other non-perishable supplies (to the value of £26-17-6) to the owners of D'Urville. In return, the lessees had full and exclusive rights to any mineral deposits they found. The promising revenue this lease offered to the owners did not eventuate as Elliot terminated the lease in the following year. The goods, however, were to be retained by the owners.⁹

By 1878, copper was being sought after on the island.¹⁰ A company was formed with European shareholders, and called the 'd'Urville Island Copper Mining Company'. The Company leased one square mile situated at what is now called 'Coppermine Bay' on the south-east side of the island. The lease, for 21 years, was dated April 1878 and signed by the following Maori:

Raniera te Patete Turi
Rene Te Tahua
Renata Pau
Hapiata Pani

⁵ Baldwin III, p.125.

⁶ Baldwin III, p.126.

⁷ Patete's dealings in land perhaps contributed to his appointment as a Land Assessor under the Native Land Act, 1862.

⁸ Memo dated 5/9/1868 to MacKay; Lease Agreement dated 1/9/1868 between Natives of D'Urville, & Charles Elliot, Raniera te Patete, Renata Pau and Rene te Oucnuku are interested natives in lease, MA 13/51, Nelson Agreements, NA, Wgtn. The exact location of the mine was not stated.

⁹ Agreement to terminate lease, dated 23/4/1869, between Elliot and Raniera te Patete (includes list of goods retained by Lessors), MA 13/51.

¹⁰ Baldwin III, p.125; Memorandum of Agreement, dated 10/2/1880 between Patete et al, to Frederick Manton and one other; Copper on Rangitoto occurs in Serpentine Rocks, MA 13/51.

Hora Hawea
 Wera Raniera
 Pairama Kotua
 Raniera Kawharu
 Temutini Te Oka

Annual rental was set at £100 with a royalty of 1/50 of all marketable copper and copper ore raised. Work commenced soon after, and shafts and davits were excavated. Fifty tons of ore were shipped to Australia to be smelted, but by 1879 there were indications that the mine's progress was slowing down, before finally closing that year with the Company going bankrupt.¹¹

However, in 1885, the Coppermine Bay area was re-leased to Maori lessees for 21 years for prospecting, viz, Te One Tui (timber merchant of Wellington) and Wiremu Werengataua Whaiwhira (formerly of Porirua).¹² The authorised 'agents' of the owners were:

Rene Ouenuku
 Hohepa Horomona
 Mita Karaka
 Renata Pau
 Apiata Te Putu
 Ngamuka Kawharu
 Te One Hipporaite[sic]

The rental was set at 1/4 of all moneys received from the sale of ore, or other valuable items after expenses had been paid, plus all rent and rate fees (these are not specified). Again, it appears the mine never got off the ground, perhaps due to costs and expenses involved. Given that copper ore is abundantly distributed and disseminated in different formations throughout New Zealand, the legitimisation of prospecting D'Urville Island would have to provide a solid base of exploitation. The lease seems to have dropped into obscurity.

Only later was interest expressed at mining serpentine, an impure magnesium silicate used in the development of fertilisers (in the 'reversion' of super phosphate¹³), although extraction never came into fruition. The main mass of serpentine extends north-east 12 miles long and about 1 mile wide through the island.¹⁴ In fact the only time the Crown seriously considered mining serpentine was in the 1940s, when the Primary Production Council advised the Government that serpentine deposits quarried in North Auckland would last only another year or so.¹⁵ The Council intimated that 'extensive deposits' on D'Urville would have to be utilised, and with Japan's entry into WWII the need for serpentine was seen as urgent.¹⁶ But the large initial capital outlay needed, the island's comparative isolation, and the fact that no fertiliser companies expressed any interest in

¹¹ Baldwin III, p.130, Baldwin relates a 'legend' on one reason why the mine went bankrupt: because it's Maori workers formed their own Union and every day would demand a pay increase. The exasperated miners put their foot down to which the Maori workers ceased work and returned to their fishing; for details on mining see 'Report on Geological Explorations during 1878-9', in *Geological Survey of New Zealand*, AIL, pp.26 & 55- 60.

¹² Baldwin III, p.132-135

¹³ Reversion of super phosphate refers to reverting the phosphoric acid in super phosphate from a water-soluble to a water-insoluble form; both forms used depending on the area to be applied. It helps improve its physical condition. By neutralising the acid it avoids rotting of bags, and the mixture remains free-running and does not cake, enabling long term storage.

¹⁴ Memo dated 30/12/41, [no signatory], to Minister of DSIR, M I 4/4368, *D'Urville Island, Wharf, Asbestos Mines Ltd*, NA, Wgtn.

¹⁵ *Ibid*

¹⁶ Letter dated 31/9/42, from Sullivan, Office of Minister of DSIR, to Semple., Minister of Marine, M I 4/4368.

exploiting serpentine on the island, hindered the Government from actioning the Council's advice. This would have brought great investment for the local economy had production started but extensive deposits of serpentine were available elsewhere in the Nelson district and so production of D'Urville Island's serpentine never eventuated. In fact only sporadic prospecting for other minerals occurred throughout the latter half of the 19th and 20th century. The last known prospecting was for gold in 1975-77.¹⁷

2.3. Leases for Farming:

Large scale farming on D'Urville did not occur until the 1860-1870s, when the northern end of the Island (Patuki) was occupied and managed by Europeans as a sheep farm.¹⁸ This was one of the only areas partially in native grass fit for grazing. The Weber family papers note that the property had been brought but was returned to the Maori owners. Details regarding purchase price etc, or the reason(s) as to why the land was returned, could not be located.¹⁹

In May 1893, 34,000 acres of D'Urville, or what was considered the entire acreage of the island, was leased for 21 years to five 'enterprising' Europeans from Wellington (rentals paid annually).²⁰ The leases were signed by Ngamuka Kawharu and 36 others:

Tepene te Ruruku	Hoana Rama	Hohapata te Kahupuku
Te Mata Tepene	Hohipara Renata	Te Ahu Pakake
Erama Wauwau	Riria Pakake	Maraea Pakake
Hariata Te Ipo	Rahapa Hohapata	Tami Hukaroa
Tiripa Tawhe Ruruku	Raiha Puaha	Hemaima Pakake
Haromi Kiharoa	Huria Tekateka	Tiemi Haromi
Hapiata Iharaia	Ngapera Kawharu	Taimona Pakake
Watene te Nehu	Wi Neera	Rewi Rupine
Te Horo Hawea	Tara Wirihana	Ihaka Tekateka
Hoera te Ruruku	Pirimona te Kahupuku	
Rangikararo Rei and Wharehuia Rei (Erama Wauwau signed for as Trustee)		
Teoti Tekateka (Ihaka Tekateka signed as Trustee)		
Pita Hohapata (Hohapata te Kahupuku signed as Trustee)		
Wera Kawharu (Ngamuka Kawharu signed as Trustee)		
Wetekia Hoera te Ruruku, Tami Hoera te Ruruku and Pani Hoera te Ruruku		
(Hoera te Ruruku signed for all three as Trustee)		
Mere Pakake, Rora Pakake, Pohe Pakake and Taari Pakake		
(Riria Pakake signed for all four as Trustee)		

¹⁷ Baldwin III, p.135, mining by Gold Mines of NZ Ltd; for other prospecting warrants issue, see Wn M.B. 14/8-10; 39/525-6; CH 270 15/2/4055, Rangitoto No.'s 1 & 2, CH 58 GR 6/129, Anaconda Australia Incorporated, Application for M.P.W.'s, D'Urville Island S.D. & CH 58 GR 6/190, B.R.Smythe: D'Urville Island, Applications for Mineral Prospecting Warrant, NA, Chch; 19/S10, Mining Applications, D'Urville Island, D.O.S.L.I., Nelson.

¹⁸ N.L.Millar, D'Urville Island or Rangitoto: Early References, Nat Lib, Wgtn - citing Wise's New Zealand Directory, 1875-6 [no page number given]; Webber et al, p.2.

¹⁹ Webber et al, p.2.

²⁰ Baldwin III, p.16.

Rentals were set at around 4d per acre for first 11 years, then 5d for the remainder:²¹

Table 2.3a.

1893 Leases over D'Urville Island:

Lease 1 - Richard Woodman:

<u>Acreage</u>	<u>Rental for first 11 years (£)</u>	<u>Rental for remainder of term (£)</u>
9,000	79-8-6	105-18-0

Lease 2 - Robert J. Acheson:

<u>Acreage</u>	<u>Rental for first 11 years (£)</u>	<u>Rental for remainder of term (£)</u>
9,000	79-8-6	105-18-0

Lease 3 - Thomas B. Dwan & Lamartine Dwan:

<u>Acreage</u>	<u>Rental for first 11 years (£)</u>	<u>Rental for remainder of term (£)</u>
7,000	61-14-6	82-6-0

Lease 4 - James F. Ross:

<u>Acreage</u>	<u>Rental for first 11 years (£)</u>	<u>Rental for remainder of term (£)</u>
9,000	79-8-6	105-18-0

In November 1893, Haimona Patete, Rangiaukaha, Rangiuhiha Rangihapainga[sic] and Weti Rapana Raetau[sic], all objected to the leases signed by Ngamuka and others. The grounds upon which the objection was lodged is not given, although, conceivably, Haimona and others may have been omitted as signatories and beneficiaries of the leases.²² Whether this objection was heard under Section 6 of the Native Lands Frauds Prevention Act, 1881, which allows the Trust Commissioner to inquire into circumstances surrounding an alienation, is unclear. Further investigation may be warranted. Although, as a subsequent Native Land Court hearing in 1895 confirmed these leases, the objectors may have been included within the leases, or their claims dismissed. The Court minutes do not note any objections to the leases. This hearing did, however, make several adjustments in lease acreage:²³

²¹ 'Native Lands Frauds Protection Act, 1881, And Its Amendment - Form A', dated 1893, regarding Lease from Ngamuka Kawharu et al to Woodman; 'Native Lands Frauds Protection Act, 1881, And Its Amendment - Form A', dated 1893, regarding Lease from Ngamuka Kawharu et al to Acheson; 'Native Lands Frauds Protection Act, 1881, And Its Amendment - Form A', dated 1893, regarding Lease from Ngamuka Kawharu et al to Dwans; 'Native Lands Frauds Protection Act, 1881, And Its Amendment - Form A', dated 2/12/1893, regarding Lease from Ngamuka Kawharu et al to Ross, CH 270 15/2/4020, Rangitoto Misc Blocks, NA Chelr; Baldwin III, p.16-17; Deed No. 52, Land Titles Office, Nelson.

²² Telegram dated 20/11/1893, to NLC, Wgtn, from Haimona Patete et al., CH 270 15/2/4020.

²³Baldwin III, p.17.

Table 2.3b.Acreage adjustments of the 1893 Leases - D'Urville Island (1895)

<u>Lessor</u>	<u>Acreage</u>
Woodman	5,517
Acheson	5,817
Dwan	4,365
Ross	5,817

Only Woodman was to retain his block (Block 3) and develop it into good farmland, the other three leases seemed to have past into obscurity.²⁴

The Crown expressed little interest in procuring land on D'Urville for farming, but in one instance, in 1910, it contemplated procuring the whole island, believing the land to be quite possibly worth £5 per acre when cleared and grassed, although a larger proportion was only worth a few shillings per acre in its unimproved state:

If the restriction as to the sale of land has been removed and it is possible for the freehold to be acquired at prices from 4/- to 6/- per acre, it certainly would be a good speculation for the Crown, or any private person, to obtain a title to the island, . . . 25

The Government was, however, hindered by the present lessees. In buying them out, they were probably entitled to compensation for the improvements they had effected, requiring a large sum to meet this cost:

The acquiring of the island before it was leased with a view to carrying out the proposals detailed in the above report, would undoubtedly have been worthy of consideration, but not [sic] the situation is complicated by the issue long [sic] leases and it is very doubtful if such a scheme would be profitable for the Government.²⁶

²⁴ Baldwin III, p.17.

²⁵ Memo dated 30/8/10, from CCL, Nelson, to U.S., Wgtn - Report to the Scenery Preservation Board - TOW:102, Claims, Catherine's Cove, D.O.C., Nelson.

²⁶ Ibid

CHAPTER THREE
~ NATIVE LAND COURT HEARING, 31 JULY 1895 ~
~ ALLOTMENT OF LAND INTERESTS FOR ~
~ D'URVILLE ISLAND ~

3.1. 1883 to 1895:

In 1895, a Native Land Court hearing at Porirua allotted owners to D'Urville Island and surrounding islets. Details of events leading up to this hearing have been covered by Phillipson, but I have briefly mentioned the main trends that culminated towards this hearing.¹

The NLC held its first hearing over the ownership of the island in November 1883, at Nelson.² It appears that much discussion occurred outside of the hearing and resulted in a list of 78 owners, mostly Ngati Koata claimants, being submitted to the Court for approval. This was later changed to 60 with the inclusion of 19 names being further accepted when title was issued [Deed 52, see Appendix II]. A counter-claim was not lodged by Ngati Kuia, although Koata may have intended to 'gift' a portion of the island to Kuia. In 1892, Meihana Kereopa had remarked that he did not know of a proposed 100 acre gift of D'Urville Island to Ngati Kuia.³ Further evidence regarding this proposal was not uncovered. Koata, in the end, may have decided to 'gift' this 100 acres through the inclusion of some Kuia people in the final ownership lists (most likely through intermarriage). Two known examples are: Paipai Rangiriri (aka Oriwia Meihana/Kereopa) of Ngati Kuia/Ngati Apa descent, who was the daughter of the Ngati Kuia leader Kereopa Ngarangi;⁴ and Ihaka Tekateka who was half Ngati Koata and half Rangitane, Ngati Kuia and Ngati Apa (through his mother).⁵ Objections were heard from those who complained the lists were incomplete due to people either not in court attendance, away at the West Coast gold fields or absent in the North Island and had not been informed of the hearing. It was argued that some on the list were only submitted 'simply because they were on the spot'.⁶ Karepa Tengi petitioned the Government in 1890 for the inclusion of himself and 12 others through succession to Aperahama Tengi.⁷ The petitioners had missed the earlier Court hearings as they were residing at Waitara. The Native Affairs Committee recommended that the petitioners should apply under Section 13 of the Native Land Court Amendment Act 1889, for inclusion into the title.⁸ But, for reasons unknown, no more action occurred.

The long wait for confirmation of ownership lists was of some concern to Maori who wished to settle ownership of not just D'Urville Island, but also surrounding areas such as Whangarae, Okiwi and Whangamoa. This hindrance was discouraging, for without precise ownership allocations and defined boundaries, the lands were inhibited from being utilised and also denied Maori with collateral for finance to clear and cultivate holdings. Perhaps the delay in officiating title was seen in light of numerous representations by landless Marlborough and Nelson Maori who requested lands for their survival. That is, the Crown firstly investigated the landless Maori situation before settling ownership of D'Urville Island some ten years after being first approached to effect title. In 1889, Rewi Maaka and others petitioned the Government for the NLC to settle

¹ Phillipson, Rangahaua Whanui Series, pp.216-222.

² Ne M.B. 1/12-3, 28-29.

³ Ne M.B. 3/314.

⁴ Whakapapa supplied by Frank Hippolite and Mike Taylor.

⁵ Ne M.B. 2/253.

⁶ Phillipson, Rangahaua Whanui Report, p.218.

⁷ Petition No. 138/1890 of Karepa Tengi and 12 others, Ma 1 5/13/218.

⁸ AJHR, 1890, I-3, p.11.

ownership of these areas as soon as possible.⁹ The Native Affairs Committee recommended that the petition be referred to Government. Mackay informed the Native Minister that the petitioners should call for a subdivision to coerce the Court to look at issuing title.¹⁰ The Court did sit in the following year for the northern South Island, but only to settle succession orders.¹¹ However, Maaka's petition may have been expedient as Baldwin intimates that there was some consternation regarding Ngati Toa claiming D'Urville at a NLC hearing in Otaki in the 1890s.¹² Turi Te Patete had heard of this claim and proceeded to retrieve the situation by appearing at the NLC and disputing Toa's claim. No evidence was located to confirm Baldwin's story, and further query the story considering Turi had passed away in 1881.¹³

3.2. 1895 Title over D'Urville Island:

MacKay's advice, in respect of Maaka's petition, may have been heeded to. For in 1895 Renata Te Pau applied for a partition order over D'Urville Island which induced the Court to decide respective shares of the 1883 title owners. A court hearing held at Porirua in July, 1895, divided the island into 11 blocks and determined the respective shares of the owners (the owners also receiving shares in the outlying islets) [see Appendix III].¹⁴ The hearing was probably held at Porirua due to a large proportion of owners resident in the North Island, particularly at Porirua and the Taranaki district. The Ngati Koata runanga, and a small komiti of prominent chiefs, had decided to divide Koata into four classes of owners with allotment distributed by time of arrival on the island, relationship to the first heke, and descent from various categories of right-holders. Judge MacKay adopted their suggestions when the Porirua hearing took place.¹⁵ The Court endorsed the list in its original form despite the protest of Karepa Te Whetu, who sought redress for the inclusion in the title of his and 12 other names. Judge MacKay informed Karepa that he would report the situation to the Chief Judge. Thus, allotment of shares was made to:

... the persons originally in the title on the basis of their membership of Ngatikoata and that no attempt was made to discriminate between persons who had rights from both parents and those who had them from only one. It was the individual right of each that was considered nothing else will explain the distribution . .

.¹⁶

MacKay did allow for the inclusion of new owners for those existing owners who wished to transfer their interests to relatives not in the title. Some 2,191 acres were held in trust until the orders were written and executed. Karepa was to receive two acres through this process, although this proved unsatisfactory to him.

Karepa and five others later petitioned the Government in 1901, for the inclusion of their names in succession to Aperahama Tengi.¹⁷ Karepa stated that the owners of D'Urville had acknowledged the petitioners omission, and the NLC had vested 3288 acres to Teo Oenuku, an owner in D'Urville, in 'trust' for the

⁹ *AJHR*, 1889, I-3, p.2.

¹⁰ Memo dated 20/10/89, from Mackay, NLC, Greytown, to U.S., ND, Wgtn; File Note dated 31/10/89, [author unknown], to Native Minister, MA 1 5/13/218.

¹¹ see Ne M.B. 2, passim.

¹² Baldwin I, pp.97-98; Letter dated 21/5/97, from Baldwin to Anthony Pātete.

¹³ W. Webber et al, p.8, Turi Patiti[sic] died at Ohana, 1881. Webber recalls attending the tangi.

¹⁴ Ne M.B. 3/243-250.

¹⁵ Ne M.B. 7/59.

¹⁶ Wn Appellate M.B. 3/85-91.

¹⁷ Petition No. 955/1901, from Karepa Te Whetu and 5 others, MA 1 5/13/218.

petitioners.¹⁸ The Native Affairs Committee, with the support of MacKay, recommended, "...that the petition referred to Government with a view to having legislation introduced to give effect to the prayer of the petitioners."¹⁹ Special legislation was eventually passed in 1901 for those seeking redress from exclusion of title, under Section 34 of the Native Land Claims Laws Amendment Act No. 65, 1901. As a consequence of this legislation, Karepa and others were included in the island's title.²⁰

Ensuring that D'Urville Island Maori would not be deprived of newly allocated interests by sale of freehold, restrictions were placed over the D'Urville blocks and outlying islands making them inalienable except by way of lease for up to 21 years. Under the Maori Real Estate Management Act, 1888, minors (under 21 years of age) were prohibited from selling their interests, or prevented confirmation of leases exceeding 21 years.²¹ The Court also endorsed the present leases over the title.

3.3. The Survey of D'Urville Island:

The first attempt to delineate D'Urville island was a spasmodic hydrographic survey undertaken by the Admiralty during the years 1849-53, comprised in the published chart "Cook Strait Anchorages No. 1". It was from this definition that the NLC in 1895 assessed the land acreage at 38,000 acres (15,378 hectares) from which individual blocks were partitioned.²²

In 1897, under the auspices of the surveyor, W.B.O. Murray, a rough reconnaissance survey cast serious doubt on the reliability of the Admiralty Chart definition and implication of error. It was decided to physically define boundaries as well as to determine the actual area content of D'Urville Island. Any overall excess or shortage would then be distributed pro-rata through the partitions and the boundaries adjusted accordingly. To this end, Morgan Carkeek, Government surveyor, was instructed in 1907 to establish a reliable triangulation network. Each partition was to be loaded with a charge of 2d per acre to recoup survey costs. Work was commenced in March 1907, but given the inhospitable coastline to be traversed, violent storms and dependence on the sea for transport of surveyors and supplies, the rate of progress was far from satisfactory, and, in 1909, the survey was disbanded with total costs estimated at £2,816-14-3 (18d per acre). Although the block boundaries had yet to be established, Carkeek's plans showed the total area of the island was eventually established at 16,376 hectares (40,466 acres).²³ In 1912, Messrs Ledger and Bridges lodged the final partition plans for the blocks which had been adjusted to accommodate the new acreages

¹⁸ Ne M.B. 3/246.

¹⁹ *AJHR*, 1901, I-3, p.23; NZ Parliamentary Debates, Oct 1901, p.598.

²⁰ Folio entitled J 1901/1131, n.d., refers to legislation that Karepa's petition will come under, MA 1 5/13/218; Wn M.B. 10A/19-20.

²¹ The Act was to provide for the Management of Real Estate belonging to infants and other Maori under disability.

²² Baldwin I, p.99.

²³ Baldwin I, p.99; Baldwin III, p. 9-10.

CHAPTER FOUR
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 1 ~

4.1. Rangitoto Block 1:

After the Native Land Court hearing of July 1895, a Partition Order was issued for Rangitoto Blocks 1 to 11. Owners of Block 1, consisting of 2144 acres with 24 acres deducted for Maori reserves (Te Puna and Ohana, see Chapter 17), leaving an aggregate of 2120 acres, were confirmed:¹

<u>Table 4.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 1 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Mokau Kawharu (aka Te Rangiahaata Kawharu)		520
Rangiaukaha Kawharu (aka Roka Rangiaukaha)		530
Patete Tiaho te Patete (aka Te Patete Tiaho)	Tiaho te Rangitoa (aka Turihira Tiaho Rangiahua)	548
Raniera Kawharu	Mokau Kawharu	91
	Rangiaukaha Kawharu	91
Ruka te Patete (aka Ruka Turi)	Roka Rangiaukaha	92
	Te Rangiahaata Kawharu	92
Te Hiita Manea	Rangiaukaha Kawharu	78
	Mokau Kawharu	78

Carkeek's survey of 1907-09 saw an extra 139 acres added to the block making a total, excluding the Maori reservations (whose acreage remained at 24 acres), of 2259 acres for Rangitoto Block I [see Appendix IV]:²

<u>Table 4.1b.</u>		
<u>Allotment of Interests after Carkeek's Survey.</u>		
<u>Rangitoto Block 1 (1907-09)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Mokau Kawharu		832
Rangiaukaha Kawharu		843
Tiaho te Rangitoa	Takawai Kautewi	292
	(Te) Hora Kautewi	292

In May 1904, the entire block was leased to Alfred Horace Wells of Nelson, Sheepfarmer (Rangiaukaha

¹ Ne M.B. 3/243; Paper entitled 'List of Owners and their Successors', n.d., Ne 56/1-5, B.O.F., MLC, Chch.

² Baldwin III, 1983, p.11; 'List of Owners and their Successors', n.d., Ne 56/1-5, B.O.F., NA, Chch; 'Owners in Rangitoto No. 1, 1910', NLC Order, dated 31/7/1895, CH 270 15/2/4055, Rangitoto No's 1 and 2, NA, Chch.

Kawharu signed on behalf of Tiaho's interests/successors³). The lease was for 21 years from 1 January 1904, with rental set at 'one peppercorn' for the first two years, £15 per annum for the next eight, and the balance of term being £30 per annum.⁴ Mokau Kawharu was employed by Wells who had offered to clear and cultivate at least 500 acres within the term of the lease.⁵ The owners had a three month period upon expiration of the lease to procure any buildings erected by Wells, otherwise he was obligated to remove them.⁶

John Liard Morrison, flax merchant and Land and Estate Agent of Wellington, approached Takawai and Hora in April 1910, to procure their undivided interests for his wife Emma Morrison.⁷ He had originally asked for a lease but Takawai and Hora would only consent to sell.⁸ On 2 June 1910, Takawai and Hora applied to the NLC for a transfer of their undivided interests to Emma Louisa Morrison.⁹ The case was adjourned to be heard in Wellington on 4 June.¹⁰ In August 1907, the unimproved value of the block was £650 with lessees' interest of £280.¹¹ A valuer of the Valuation Department, Edward Kenny, intimated that the land was not of the same value. The southern portion, consisting of 300 acres, was the most valuable at around £2 per acre, while the rest was considered of poor quality with most not worth more than 5/- per acre.¹² Ayson, appearing for the purchaser, stated that Takawai and Hora did not sign the lease with Wells, were not receiving any benefits as they were not using the land, and were residing in the Waikato. He concluded that as the capital value equated to £930, this worked out at 8/- 9d per acre for the whole block (including the Maori Reservations). He asked that consideration of £127-15-0 each (total £255-10-0) be approved by the Court, this being the price of the vendors' interests at 8/- 9d per acre. The vendors showed that they had equal interests in other lands to support themselves, and the Court confirmed the transfer of interests subject to payment of purchase money:¹³

Table 4.1c.

Schedule of Takawai and Hora's other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
Opuakia	35
Te Akau 'D'	shares
Whaanga No. 1	
Te Akau 'A' Reserve	
Te Akau 'B'	500
Te Akau 14A	36
Te Akau 14B	326

³ Application for Confirmation Order of Alienation, dated 26/5/04, between A.H.Wells and Rangiaukaha Kawharu (also signing on behalf of Takawai and Hora Kautewi), CH 270 15/2/4055.

⁴ Lease 32712, Lands Title Office, Nelson; Untitled and undated folio on Lease arrangement for Block I, Ne 56/1-5, MLC, Chch; Wn M.B. 17/171-172, 18/66; Application for Confirmation of Alienation, dated 17/10/05, between A.H.Wells and Mokau Kawharu, CH 270 15/2/4055.

⁵ Ne M.B. 7/67.

⁶ Baldwin III, p.20.

⁷ Wn M.B. 18/67; Application of Confirmation of Alienation, dated 1910, between successors of Patete Tiaho te Patete and Emma Morrison, CH 270 15/2/4055.

⁸ Wn M.B. 18/67.

⁹ Otaki M.B. 51/63.

¹⁰ Wn M.B. 17/171-172, 18/67.

¹¹ Wn M.B.18/67.

¹² Ne M.B. 6/269.

¹³ For Takawai and Hora's lands, see: Application for a Confirmation Order of Alienation, n.d., between J.L.Morrison and Takawai Kautewi and Te Hora Kautewi, CH 270 15/2/4055; for payment of purchase money, see: Letter dated 5/7/12, from McGrath and Willis, Barrs and Sols, Wgtn, to Reg., NLC, Wgtn, enclosing five receipts; letter dated 28/5/12 to Messrs Parr and Blomfield, Sols, Auckland; letter dated 15/8/12, from McGrath and Willis, to Reg., NLC - enclosing two receipts for balance, CH 270 15/2/4055.

Table 4.1d.Schedule of Distribution of Purchase Money for TakawaiSale of Part Rangitoto Block 1 (1910)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
By payment on account	24/3/10	10-0-0	
Ditto	2/9/10	20	
Ditto	24/3/11	50	
By 1/4 share of Bunny and Ayson's [sols] costs regarding Well's rent as agreed	3-10-0		
By allowance on purchase money on account or[sic] Wells Bros' lease as agreed	35-0-0		
By Proportion of survey charges on original title as agreed	2-8-8		
Balance		6-16-4	
[Receipt dated 4/6/12 states that all purchase money (£127-15-0) had been received by Takawai]			127-15-0

Table 4.1e.Schedule of Distribution of Purchase Money for Te HoraSale of Part Rangitoto Block 1 (1910)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
By payment on account	24/3/10	10	
Ditto	27/3/11	50	
By 1/4 share of Bunny and Ayson's [sols] costs regarding Well's rent as agreed	3-10-0		
By allowance on purchase money on account or[sic] Wells Bros' lease as agreed	35-0-0		
By Proportion of survey charges on original title as agreed	2-8-8		
Balance		26-16-4	
[Receipt dated 12/8/12 states that all purchase money (£127-15-0) had been received by Te Hora]			127-15-0

An application, under Section 428 of the Native Land Act, 1909, was submitted to the NLC on 4 September 1911, to direct the Public Trustee to refund moneys accrued from rental owing to Takawai and Hora on Wells' lease (about £7).¹⁴ Wells had paid the Public Trustee these rentals as he could not locate the addresses of Takawai and Hora, and to which Rangiaukaha Kawharu, as Trustee, refused to accept the money. Although not implicitly stated, the application appeared to be made by John L. Morrison. Morrison argued that as he had been informed by Takawai and Hora that there was no lease over their interests he should receive rentals paid to the Public Trustee, rather than they be given to Takawai and Hora. Had he known that the land was being leased he would of paid 6/- 1d per acre (owners' interest in unimproved value of land as at August 1907) rather than 8/- 9d (owners' and the lessee's interest in unimproved value¹⁵). Morrison was aware of Wells' lease but assumed that it applied to the interests of Rangiaukaha and Mokau Kawharu only. He further argued that his brother

¹⁴ Wn M.B. 18/65-6.

¹⁵ see Valuation No. 3/89/567, regarding Rangitoto No. 1, dated August 1907, CH 270 15/2/4055.

William Morrison, of French Pass, had spoken to Wells in January 1910 informing him of his (John) moves to procure part of Rangitoto Block 1, but no referral to a lease was made.

A.J. McMath, husband of Takawai Kautewi and resident of Port Waikato, informed the Court that he undertook all the business transactions of both Takawai and Hora and had dealt with John Morrison over the selling of their interests. He recalled an Anaru Eketone had asked him a year ago (circa September 1910) to get Takawai and Hora to sign a lease to Wells of Rangitoto Block 1B [for subdivision, see 5.2. below], to which Anaru was told that Takawai and Hora's interests had been transferred to Morrison. At the time of transfer, however, Eketone had unsuccessfully applied to the Public Trustee to obtain these monies. Takawai Kautewi emphatically denied ever receiving rentals from Wells, had no idea that there was a lease over the land (Rangiaukaha Kawharu had signed the lease on their behalf as Trustee [see above]), and could not recall giving Eketone authority to apply for the uplift of monies owing to her from the Public Trustee. Frank Wells, brother of Alfred Wells (lessee), indicated that he was a 'partner' of his brother's lease. He stipulated they had cleared 550 to 600 acres of the block (mostly Rangitoto Block 1A, see 5.2. below), and had been punctual in payment of rental owing to Mokau and Rangiaukaha Kawharu, and rental for Takawai and Hora to the Public Trustee. He further reiterated how, in 1906, Rangiaukaha had refused to collect Takawai and Hora's share of rents for fear that she would spend it, and told Frank to hold on to the rentals until Takawai and Hora came down from the Waikato. Morrison had offered to sell his freehold of the land but the Wells brothers refused his terms.

In its decision, the Court reprimanded Morrison for not doing his homework. Given that he was a land agent he would of realised that there was a registered lease over the whole of Rangitoto Block 1, and, as such, the application was dismissed (there was no record of whether the Public Trustee paid out the accrued monies to Takawai and Hora).

Partition of the block was applied for on 18 October 1910, in Nelson, by Mokau Kawharu on behalf of himself and his sister Rangiaukaha Kawharu.¹⁶ Wells, who had 15 years of his lease to go, objected to the partition on the grounds that nothing would be gained by division, and, as he had a lease over the entire block any partition would be subject to the lease. Ayson, appearing for Morrison in support of the partition, replied that the partition would not prejudice the lease. The Court concurred with Ayson adding that Wells' rights as lessee were protected by law. The Court also noted that Mokau and Rangiaukaha were entitled to 1675 acres and had agreed, with the concurrence of Morrison, to hold their interests in the southern portion. Taking into consideration Edward Kenny's valuation of Rangitoto Block 1, it was decided that Mokau and Rangiaukaha should receive 1035 acres of the southern portion, with Morrison taking the inferior land of 1224 acres. Mokau objected to such a reduction in acreage arguing that he had helped clear the southern part and this had helped to increase the value of the land. However, after some discussion Mokau concurred with the allocated amounts, citing as an excuse that he and his sister were receiving their 200 acres in Rangitoto Block 2 without any reduction [see Chapter 6 (6.1)]. Thus, Rangitoto Block 1 was partitioned into:

1. Rangitoto Block 1A (1035 acres) - Southern Portion to Mokau Kawharu and Rangiaukaha Kawharu [see Appendix V].
2. Rangitoto Block 1B (1224 acres) - Northern portion to successor/purchaser of Tiaho te Rangitoto, ie. Emma Morrison.

4.2. Rangitoto Block 1A:

The amount of survey lien owing in 1913, was £20-16-6 plus interest at 5% as from 26 February

¹⁶ Ne M.B. 6/314-16.

1912.¹⁷ It was not to be until some forty years later that these charges would be settled, although it is unclear as why this was so. In 1951, Hona Mokau Kawharu, being one of the owners of Rangitoto Block 1A, made an application for remission of all interest upon his share (one-half) of the survey lien, except five years interest from 26 February 1912 to 26 February 1917, namely £5.4.2, on the grounds of the block's unproductive nature (why five years was chosen as an exception was not stipulated).¹⁸ The outstanding interest from 26 February 1912 to 26 February 1940 was £30-1-3. The principal sum of the lien, £20-16-6, was paid off on 15 November 1940.¹⁹ The Maori Land Court recommended that approval be given for remission on all but five years owing. Payment for such was settled on 18 December 1951.²⁰

When Block 1 was subdivided in 1910, a large portion of the block had been cleared and grassed. In 1914, the block was worth £3080, with improvements of £2045.²¹ By 1930, the block's value had dropped to £2045, with improvements of £1000, probably due to Alfred Wells having removed the dwelling house and farm sheds upon expiration of his lease.²² Mokau and Rangiaukaha Kawharu resumed occupation of the block, but by 1950, the property value had further decreased to £1885, with improvements of only £895.²³ The land was still considered unproductive.

In 1929, the land was leased to Hona Mokau Kawharu, ex-serviceman and son of Mokau Kawharu, for a period of ten years at £150 per annum, with right of renewal for a further ten years.²⁴ Experiencing many farm difficulties over the following three to four years, and accruing rent arrears, Hona sought and received a mutual agreement to terminate the lease. The property was to revert back to the lessors with a 'view' to making fresh arrangements.²⁵

In 1948 and 1949, succession orders were lodged for Mokau and Rangiaukaha's interests respectively.²⁶ The new successors were:

Hona Mokau Kawharu	m.a. 1/4
Erama Kawharu	f.a. 1/4
(a.k.a. Erama Kawharu Love)	
Riria Rapana	f.a. 1/2

Two years later, on 17 January 1951, Hona applied to the Maori Land Court to vest 5 acres (2 hec) to his daughter Joy Alva Hope (nee Kawharu) and her European husband Duncan Kennedy Hope.²⁷ The land was to be used as a house site, with a house already partially built. The Court confirmed the vestment under Section 7 of the Maori Purposes Act, 1941 (which allowed dwelling sites of no more than 5 acres to be vested for any one Maori). Hope was required to partition her new interest from Rangitoto Block 1A, and that fees payable for such

¹⁷ Ne M.B. 7/195, States figure of lien at £20-16-1; Memo dated 17/10/14, from Reg., NLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 1), Rangitoto 1910-27, D.O.C., Nelson, States figure of £20-16-6.

¹⁸ Memo dated 5/10/51 from CCL, L & S, Nelson, to H.O., Wgtn, L & S 22/155/13, Native Survey Liens - Applications for Remission - South Island, D.O.S.L.I., D.O., Wgtn; Memo dated 15/10/51, from D.G., L & S, Wgtn, to Reg., MLC, L & S 22/155/13.

¹⁹ Memo dated 5/10/51 from CCL, L & S, Nelson, to H.O., Wgtn, L & S 22/155/13.

²⁰ Memo dated 24/1/52, from CCL, L & S, Nelson, to D.G., Wgtn, L & S 22/155/13; see also Wn M.B. 38/104.

²¹ Valuation Slip No. 364523, CH 270 15/2/1508, Part Rangitoto 1A, NA, Chch.

²² Valuation Slip No. 65072, CH 270 15/2/1508; File cover entitled 'South Island District Maori Land Board, records No. 1336', CH 270 15/2/1508.

²³ Valuation Slip No. 247066, CH 270 15/2/1508.

²⁴ Memorandum of Lease from Mokau to Hona, dated 19/4/29; Application to Confirm, dated 2/10/29; Memo dated 26/7/45, from Reg., MLC, Chch, to Reg., Auck, CH 270 15/2/1508.

²⁵ Memo dated 2/5/34, from W.C.Harley, Sol., Nelson, to Clerk, NLC, Wgtn, CH 270 15/2/1508.

²⁶ 'Particulars of Title' [form] n.d., CH 270 15/2/1508.

²⁷ Wn M.B. 37/401.

an application would be around 10/- and £3 for the 'making' of the two partitions, with a cost of survey of £70, payable before commencement of survey.²⁸ Payment of £82-10-0 was eventually paid by Hope (why Hope was to pay an extra £9 is not stipulated).²⁹ A Court hearing in 1957, saw a completed survey of area (amended to 4a 1r 05p) vested and subsequently named:³⁰

1. Rangitoto Block 1A1 - to Joy and Duncan Hope [see Figure 2].

2. Rangitoto Block 1A2 - the residue, to go to

Hona Mokau Kawharu	1/4
Erama Kawharu	1/4
Riria Rapana	1/2

4.3. Rangitoto Block 1A1:

Rangitoto Block 1A1 was declared European Land on 4 October 1971, pursuant to Part I of the Maori Affairs Amendment Act, 1967.³¹

4.4. Rangitoto Block 1A2:

Erama Kawharu, permanent resident of Nelson with little interest in Block 1A2 and wishing to procure a house in Nelson, sold her share (258a 3r 0p) for £327, to her brother, Hona Mokau Kawharu, on 17 May 1951.³² Hona had been farming this block for some years and had effected most of the present improvements. The MLC concurred on conditions that a commission of £2-2-0 be paid to the South Island Maori Land Board, and a proportion of the survey lien be paid at the same time. A deposit was received from Hona on 30 July 1951.³³

Four years later Hona applied to purchase Riria Rapana's interests (517a 2r 0p/206.82 hec), for £850.³⁴ The Court confirmed application for purchase at £850 but added £250 for back rent (this involved grazing of Riria's share for five years at £50 per annum).³⁵ Hona's son, Ross, contributed £600 towards the purchase.³⁶ Hona was engaged in sheep farming, supplementing his income by fishing and seasonal work, and wished to complete the purchase of the whole block which was already being farmed by him (at one stage he was carrying 1000 sheep).³⁷ He had been occupying the block for some 30 years although conceded that the area was

²⁸ Memo dated 14/5/56, from Reg., NLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 2) Rangitoto, 1928-64, D.O.C., Nelson; Letter dated 18/5/56, from C.S., Nelson, to D.K.Hope, Nelson, L & S 20/2 (Part 2).

²⁹ Letter dated 31/1/58, from O and R Beere and Riddleford, Wgtn, to C.S., Nelson (includes Location Map), L & S 20/2 (Part 2).

³⁰ Wn M.B. 40/277-8.

³¹ 'Record Sheet for Rangitoto', B.I.F. 29, MLC, Chch. This Part of the 1967 MA Amendment Act stipulates that any Maori land with less than four owners is declared European land.

³² Wn M.B. 38/59, the acreage given in the M.B. is 255a 2r 0p, and is probably incorrect; Folio entitled 'District Maori Land Court', Wgtn, dated 10/1/52, regarding Rangitoto 1A, L & S 20/2 (Part 2).

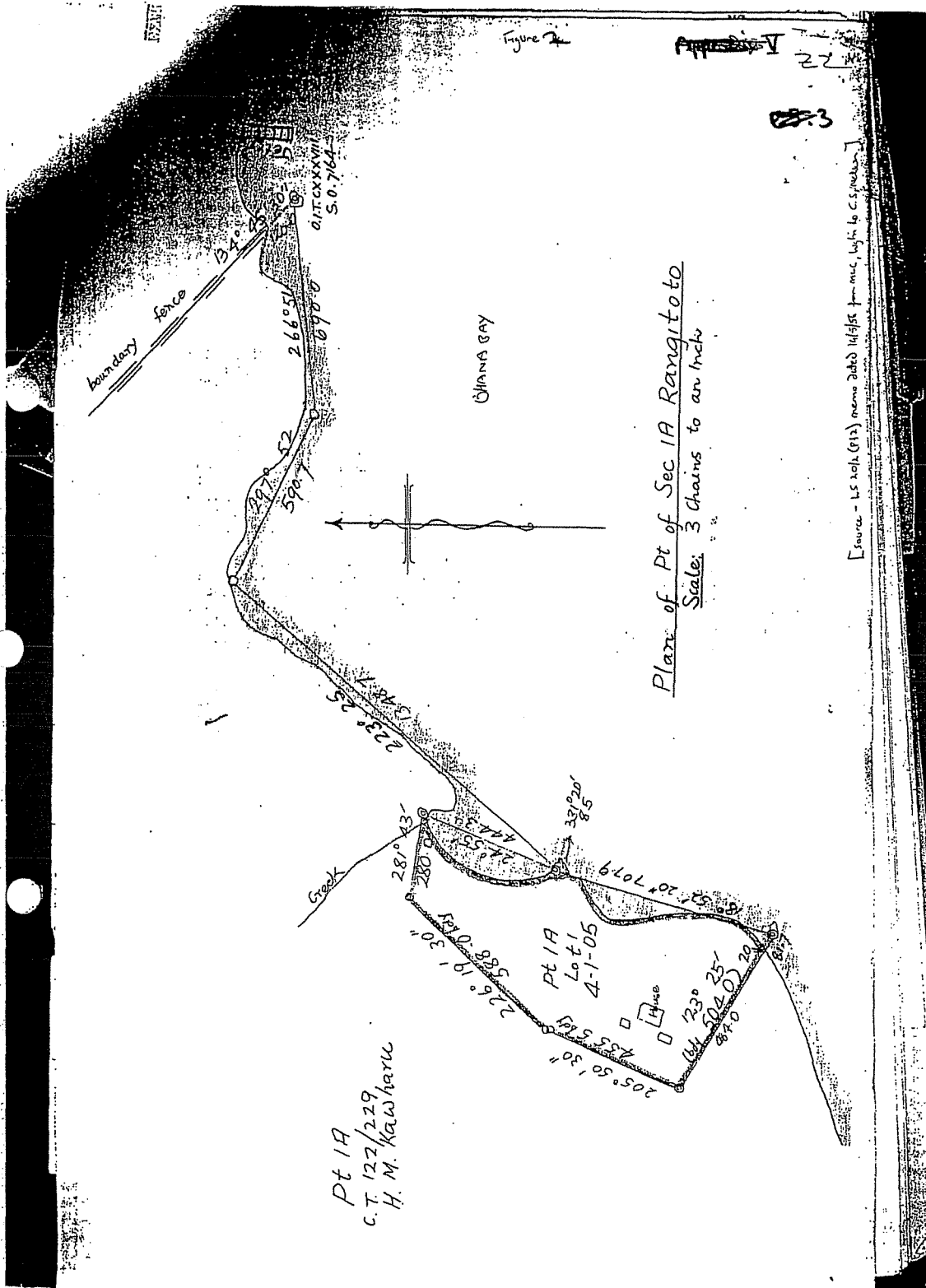
³³ Declaration dated August 1951, from Knapp and Harris, Sols, Nelson, to Reg., MLC, Chch, CH 270 15/2/1508.

³⁴ Application for Confirmation, dated 8/6/55, CH 270 15/2/1508; Folio entitled 'District Maori Land Court', Wgtn, dated 12/10/55, L & S 20/2 (Part 2).

³⁵ Wn M.B. 39/442.

³⁶ Ne M.B. 12/211; Letter dated 14/9/55, from Morrison, Spratt and Taylor, Sols, Wgtn, to Reg., MLC, Wgtn, CH 270 15/2/1508.

³⁷ Ne M.B. 12/209-210.



uneconomic and not congenial for farming.³⁸ By 1960, the block was not considered a paying unit with high transport costs from the mainland and need of a large injection of finance to bring up pastures, maintain fencing and the clearing of scrub.³⁹

In 1961, Ross H. Kawharu, son of Hona Mokau Kawharu, had written to the Minister of Maori Affairs complaining of the tardiness of Maori Affairs in recognising and accepting a lease (with a right to purchase) over his father's land that he had his solicitors draw up three years earlier. His father wished to sell in order to buy a home in a town.⁴⁰ The Registrar of the MLC replied that the lease was returned because it did not comply with Court regulations.⁴¹ A formal application for confirmation of sale and purchase was made to the MLC, on 4 February 1964.⁴² The Court noted that Ross Kawharu had been leasing on a 'form of lease' which was considered 'unsatisfactory on all points of view'. Ross had been farming the area for the last ten years and paying his father a rental of £350 per year for the last four years, plus £100 on a mortgage to the Maori Trustee. At the date of application, there was £693-16-4 owing on the mortgage with interest at £3-0-0 per month. The block was valued in 1963 at £932-4-0, and Ross was willing to accept this as the purchase price. He and his wife were prepared to work hard to develop the land into an economic unit which was capable of carrying 800-1000 sheep. A clearing of 150 acres was the only area that he could presently stock, with Stores and killings shipped to and from Havelock, while wool was sent to Wellington. The Court confirmed the application subject to the first mortgage to the Maori Trustee.

A further hearing two years later, on 5 April 1966, was for a confirmation of a family mortgage from Hona Kawharu to his son Ross, for further land development.⁴³ However, the Court noted that a receipt for deposit of transfer was on file, but confirmation of transfer had yet to be given. The confirmation of transfer was applied for five months later, along with the confirmation of mortgage subject to:⁴⁴

- (a) Court fee of £1 being paid to Registrar. Balance of fee remitted. Rule 132(4)
- (b) Transfer to [write?] that same is subject to Mortgage No. 64268 to the Maori Trustee Mortgage confirmed, subject to:-
 - (a) Principal sum, wherever it appears, to read £1500 instead of £2500;
 - (b) Mortgagee's written consent to above and to (c) below to be filed with Registrar within 2 months. Rule 96;
 - (c) Mortgage to [write?] that it is subject to Mortgage No. 64268 to Maori Trustee;
 - (d) All payments under mortgage to mortgagee direct.

The mortgage was for 10 years, from 1 March 1964, repayable in half yearly instalments with interest set at £3-10-0 [per month?].⁴⁵ The block was declared European land under Part I of the Maori Affairs Amendment Act, 1967, on 4 July 1969.⁴⁶ Ross Kawharu and his wife M.R. Kawharu, are the current owners.⁴⁷

³⁸ Declaration by Purchase, by Hona Mokau Kawharu in respect of Riria Rapana's interest, dated 31/5/55, CH 270 15/2/1508.

³⁹ Letter dated 4/11/60, from Ross Kawharu to [Reg., MLC, Wgtn?], CH 270 15/2/1508.

⁴⁰ Copy of letter dated 27/5/61 from R. Kawharu, to Hannan, Min. of MA, CH 270 15/2/1508.

⁴¹ Letter dated 6/1/61, from Reg., MLC, Wgtn, to Ross Kawharu, CH 270 15/2/1508.

⁴² Ne M.B. 12/209 - 211.

⁴³ Ne M.B. 12/331.

⁴⁴ Ne M.B. 12/331-2; The relevant file 15/2/1508/1 quoted in the Court Minutes could not located at the MLC, Chch, or the Wgtn and Chch offices of National Archives.

⁴⁵ Folio 477, Alienation Notice [form] n.d., regarding Rangitoto 1A2, L & S 20/13, Maori Affairs, General File, (Vol 3), D.O.S.L.I., Nelson

⁴⁶ 'Record Sheet for Rangitoto', B.I.F. 29.

⁴⁷ CT 9B/510, Land Titles Office, Nelson.

4.5. Rangitoto Block 1B:

On August 1910, George Webber, Postmaster of French Pass, wrote to the NZ Premier, Sir J.G. Ward, asking for the preservation of a portion of the island opposite the lighthouse at French Pass (Part Rangitoto Blocks 1B and 2, both owned by Morrison).⁴⁸ The area proposed had originally been 300 acres valued at around £1 per acre, but Morrison was quite adamant that only land within Rangitoto Block 1B would be acceptable to him for scenic reserve. The Crown agreed with him. It seemed that as he was prepared to reserve some of his land for scenic reserve, and there was no legal power to stop him felling bush that was included in the original proposition, he had acted in a 'kindly manner'. It was decided, therefore, to acquire the northern portion of Rangitoto Block 1B along the French Pass side, and not the southern part of more inferior vegetation and scenic value.⁴⁹ But in 1911, Emma Morrison began felling the eastern side of the block. Weber informed the Commissioner of Crown Lands of Nelson, who accordingly advised Mr Kensington, the Undersecretary of Lands and Survey, to ask Emma to stop in order that the question of acquisition for scenic purposes could be investigated.⁵⁰ The acquisition was formally approved by the Scenery Preservation Board at its meeting on 27 February 1911.⁵¹ In 1912, the Undersecretary, L & S, wrote to the Undersecretary of the Public Works Department, to advise that part of Rangitoto Block 1B (192 acres) and Part Rangitoto 3B2 (53 acres) [see Chapter 6 (6.7)] could be taken as Scenic Reserve under the Public Works Act, 1908, the Scenery Preservation Act, 1908 and the Scenery Preservation Amendment Act, 1910.⁵² Appellations 20 and 21 were ascribed respectively to Part Rangitoto Blocks 1B and 3B2, although it was later noted that these appellations were 'incorrectly' designated as a result of survey anomalies and procedures.⁵³

Much protracted discussions occurred between the Public Works Department and Emma Morrison over the amount of land to be taken and the amount of compensation payable (in comparison, the taking of Section 21, held under Maori tenure, appeared more of a rapid process with seemingly little discussion). Although utilising her tenure as a sheep unit, Emma recognised the importance of the scenery in this block and had a tentative proposal to erect a Tourist Accommodation House alongside the water on part of the land to be taken, and thus wished for a width of 4 chains to be set aside along the waterfront. She was also concerned that there were minerals beneath the surface of the land and objected to the land being taken unless her rights to these minerals were preserved, adding that a Company was being formed in London for the purpose of developing the mineral rights of this and other land on the island.⁵⁴ The Undersecretary was surprised at Emma's objections citing the several discussions with her husband, John L. Morrison, over the proposed boundaries, which did not bring up any of these objections.⁵⁵ But in recognition of her mineral rights, it was decided to apply Section 7(1) of the Public Works Amendment Act 1911 to take the surface of the land only (this was also applied to Section 21).⁵⁶ The Undersecretary could not, however, accede to the granting of the 4 chains but instead offered a Right

⁴⁸ Copy of memo dated 1/8/10, from U.S., L & S, Wgtn, to CCL, Nelson; Memo dated 24/8/10, from CCL, Nelson, to U.S., Wgtn (map attached); Memo dated 1/3/11, from CCL, Nelson to U.S. (map of proposed area of reservation attached), TOW: 102, Claims, Catherine Cove, D.O.C., Nelson.

⁴⁹ Memo dated 13/2/11, from CCL, Nelson, to U.S.; copy of memo dated 17/2/11, from U.S., to CCL, Nelson, TOW:102.

⁵⁰ Letter dated 19/9/13, from Bell Gully, Bell and Myers, Wgtn, to Assist. U.S., P.W., Wgtn, W 1 54/14, [D'Urville Island], NA, Wgtn; Memo dated 3/1/11, from CCL, Nelson, to U.S., Wgtn; Copy of memo dated 24/2/11, from U.S. to CCL, Nelson, TOW:102.

⁵¹ Copy of memo dated 14/5/12, from U.S., to CCL., Nelson, TOW:102.

⁵² Memo dated 13/6/12 from U.S., L & S, Wgtn, to U.S., P.W., Wgtn, W 1 52/14.

⁵³ Memo dated 9/4/13, from U.S. L & S, Wgtn, to U.S., P.W., Wgtn, W 1 52/14, advising that Surveyors ascribe appellations to the titles registered to the NLC or LTO rather than providing new unknown appellations.

⁵⁴ Letter dated 17/10/12 from McGrath and Willis, Barrs and Sols, Wgtn, to Min. of P.W., Wgtn, W 1 52/14.

⁵⁵ Memo dated 25/10/12 from U.S., L & S, Wgtn, to U.S., P.W., Wgtn, W 1 52/14.

⁵⁶ Memo dated 14/11/12 from U.S., P.W., Wgtn, to Sol-General, Wgtn, W 1 52/14.

of Way.⁵⁷ Resigned to accepting a Right of Way, Emma was at least pleased her rights to the minerals were reserved, but insisted on compensation to the amount of £5 per acre, together with £200 as compensation for severance and other unspecified damages (namely, lost of two and a half years of grazing over the land to be taken), making a total sum of £1160.⁵⁸ A Land Purchase Officer indicated that £475 would be adequate compensation. This offer was flatly refused by Morrison, who emphatically stated that her figure was based on a number of independent valuers.⁵⁹ But she was prepared to reduce the figure to £650 in full settlement with a Right of Way. The Public Works Department came back with a final settlement of £550, based on land dealings on the island, to which Emma accepted.⁶⁰ A proclamation was issued for the taking of this land for scenic purposes in 1912 [see Figure 3].⁶¹ The residue remains European land.

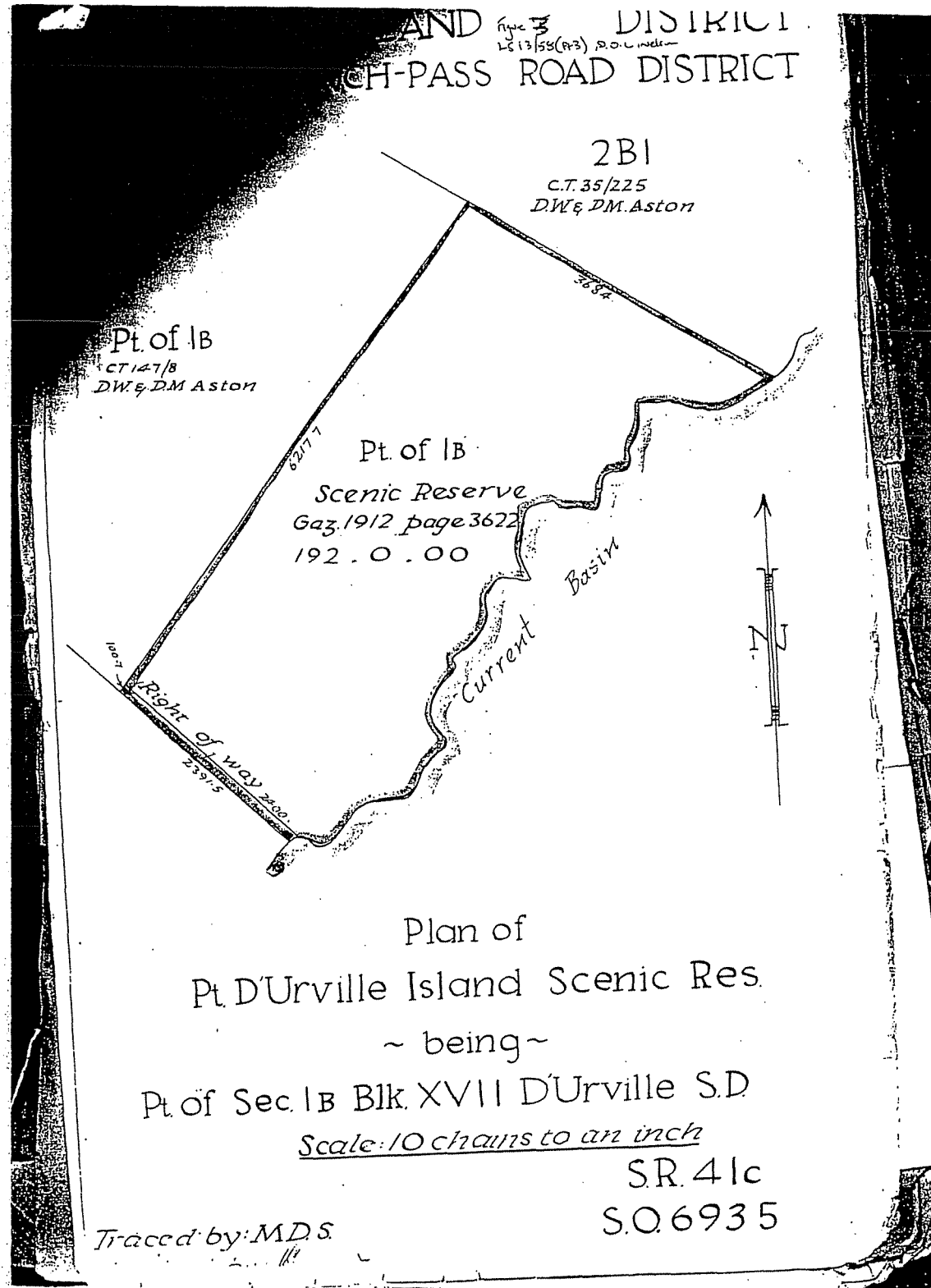
⁵⁷ Letter dated 27/11/12, from Assist. U.S., P.W., Wgtn, to McGrath and Willis, Wgtn, W 1 52/14.

⁵⁸ Letter dated 3/12/12, from McGrath and Willis, to U.S., P.W., Wgtn; Copy of letter dated 16/7/13, from Bell, Gully, Bell and Myers, Barrs and Sols, Wgtn, to U.S., Lands Dept., Wgtn, W 1 52/14.

⁵⁹ Memo dated 1/9/13 from Assist., U.S., P.W., to U.S., Dept. of Lands; Letter dated 19/9/13, from Bell Gully, Bell and Myers, Wgtn, to Assist. U.S., P.W., Wgtn, W 1 52/14.

⁶⁰ Letter dated 14/10/13, from Assist. U.S., P.W., to Bell Gully, Bell and Myers, Wgtn; Letter dated 23/10/13 from Bell Gully, Bell and Myers, to Assist. U.S., P.W., Wgtn, W 1 52/14.

⁶¹ Extract from *NZ Gazette*, No. 92, dated 19/12/12, page 3622 (map of Reserve attached); Extract from *NZ Gazette*, dated 9/4/14 (map of R.O.W. attached), W 1 52/14; Memo dated 26/10/60, from CCL, Nelson, to District Field Officer (enclosing plans of S.R. on D'Urville Island), L & S 13/58 (Part 3).



CHAPTER FIVE
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 2 ~

5.1. Rangitoto Block 2:

In 1895, owners of Rangitoto Block 2, comprising 1804 acres, were confirmed:¹

<u>Table 5.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 2 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Ruihi Kawharu (aka Ruihi Takena Kawharu)	Ngapera Kawharu (aka Rangitoto Ngapera Kawharu)	274
	Te Wera Kawharu	274
Meri te Patete (aka Meri/Mere Turi)	Tiripa Tawhe te Ruruku	256
Ruka te Patete	Tiripa Tawhe te Ruruku	187
	Mata Tipene	187
	(aka (Te) Maata/Mataa Hekenui/Mata Tipene (Te Patete))	
Tepene te Patete (aka Tepene Turi)	Meri te Patete (deceased - Tiripa Tawhe te Patete succeeds)	
	Tiripa Tawhe te Patete	548
Te Hiita Manea	Waihuia Rukuhia (deceased - Mereopa and Ruta succeed)	
	Mereopa te Kaika Tahitangata	39
	Ruta Kipihana	39

Successions to Ngapera Kawharu and Te Wera Kawharu were applied for on 5 January 1905, and

¹ Ne M.B. 3/244.

amended at an Appellate Hearing, 10 March 1906:²

Table 5.1b.

Successors to Ngaperu and Te Wera Kawharu, Rangitoto Block 2 (1906)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>share allocated</u>
Ngaperu Kawharu	Rangiaukaha Kawharu	1/17 share
	Mokau Kawharu	1/17
	Rangiriri Kawharu	1/17
	Kata Kawharu	1/17
	Te Hahi Kawharu	1/17
	(aka Te Haahi Kawharu)	
	Wetekia te Ruruku	2/17
	(aka Wetekia Hoera te Ruruku/Wetekia Elkington)	
	Turi te Ruruku	2/17
	(aka Tama Hoera te Ruruku/Tui te Ruruku)	
	Pirihira Haneta	2/17
	(aka Pirihira Matiu/Pirihira/Ruruku/Pirihira Paraone)	

² List of Owners and their successors, Ne 56/1-5, B.O.F., Ngaperu Kawharu's interests were 'varied' on appeal; S.I. M.B. 17A/181-182.

A petition was presented to the House of Representatives around 1910, against the successors to Ngaperu Kawharu in Rangitoto Blocks 2 and 3, and was referred to Government for favourable consideration [see Wn M.B. 17/176, Parata mentions a petition having been lodged - no details of petition number or date noted.]. The petition was probably presented by Rangiaukaha Kawharu et al [see Wn Appellate M.B. 3/42, 'Rangiaukaha Kawharu and others' are mentioned as the applicants against Ngaperu's successors). This petition was dealt with by the Wellington Appellate Court under Section 13 of the Land Claims Adjustment Act, 1910 [see Wn Appellate M.B. 3/42-3, 67-9, 85-91].

The gist of the hearing centred around how Ngaperu obtained her land interests and to whom her successors were. She had acquired 'the bulk' of interests through her father and only a small part through her mother, Hera Rangimatu. The petitioners contend that the interests should be divided accordingly. Hera Rangimatu's name appears in the original list of 79 of D'Urville Island submitted to Court in 1883; Te Wera's did not as he was dead. In 1895, Raniera Kawharu (father of Te Wera), his children and grandchildren, each received 548 acres in D'Urville Island, as did the children of Hera Rangimatu by her first husband, Hone Wakaroa, who had, like Te Wera, passed away before the conception of the 1883 list. These latter children, or their issue, were the respondents in Court. Hera herself received 248 acres, although by 1895 she was dead. Mr Sim argued:

... the children of Te Wera got their whole rights to the 548 acres then allotted to each of them from Te Wera, and none from Hera and that the children of Hone Wakaroa got their whole right to the 548 acres allotted to each of them from their father Hone Wakaroa and none from Wera, whose whole right in the land, he contends, was represented by the award of 248 acres.

The Judges saw the sense in this argument but as it could not be conclusively proved, they were of the opinion that this could not justify an adjustment of the original appointment of successors. From a study of the 1883 list and subsequent allotments, the Judges further surmised that the:

... allotment of shares was made to the persons originally in the title on the basis of their membership of Ngatikoata and that no attempt was made to discriminate between persons who had rights from both parents and those who had them from only one. It was the individual right of each that was considered: nothing else will explain the distribution. We are satisfied that had Te Wera Kawharu and Hone Wakaroa been alive and been included in the title they would each have got 548 acres and their respective children would have got either more or less than they actually did when their fathers were dead. This would at once destroy the inference that we are asked to draw that the whole 548 shares of Ngaperu Kawharu came from her father.

Thus the Judges came to the conclusion that:

... the right of deceased [Ngaperu] to her original 548 acres has not been proved to come exclusively from her father and that her actual next of kin of Ngatikoata are the proper successors.

The Judge decided, therefore, that the original findings of the Court hearing of 10 March 1906 should 'not be disturbed'

Table 5.1b.cont:

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>share allocated</u>
Ngapera Kawharu (cont:)	Kuti Haneta	2/17
	(aka Kuti Matiu/Kuti Ruruku/Kuti Paraone/Kuti Kuti Haata)	
	Matiu Haneta	2/17
	(aka Matiu Matiu/Matiu Ruruku/Matiu Paraone)	
	Pene Rangiruhia	2/17
	(aka Pene Hone Hukaroa)	
Te Wera Kawharu	Rangiaukaha Kawharu	1/4
	Mokau Kawharu	1/4
	Rangiriri Kawharu	1/6
	Kata Kawharu	1/6
	Te Hahi Kawharu	1/6

Under Carkeek's survey of 1907-09, an additional 117 acres was added to increase the block's acreage to 1921 [see Appendix VI]:³

Table 5.1c.Allotment of Interests after Carkeek's Survey.Rangitoto Block 2 (1907-09)

<u>Name of Owner</u>	<u>acreage allocated</u>
Tiripa Tawhe te Ruruku	1056
Mata Tepene te Patete	198
Mereopa te Kaika Tahitangata	41
Ruta Kipihana	41
Rangiaukaha Kawharu	90 3/17
Mokau Kawharu	90 3/17
Rangiriri Kawharu	65 43/51
Kata Kawharu	65 43/51
Te Hahi Kawharu	65 43/51
Wetekia te Ruruku	34 6/17
Turi te Ruruku	34 6/17
Pirihira Haneta	34 6/17
Kuti Haneta	34 6/17
Matiu Haneta	34 6/17
Pene Rangiruhia	34 6/17

In November 1905, Rangitoto Block 2 was leased to Francis Wells and Annie Wells for 21 years.⁴ Annual rent was set at £15 per annum for the first eleven years, and £22-10-0 for the remaining ten years. The

³ Baldwin III, p.11; Declaration in Support of Alienation for Confirmation (List of 'present' owners attached, n.d.), dated 29/6/10, CH 270 15/2/4055; Partition Order, dated 20/11/1883, Ne 56/1-5, MLC, Chch.

⁴ Wn M.B. 17/175; Baldwin III p. 21, Baldwin notes that lease was commenced in August 1905, and signed by Mokau Kawharu, Tiripa Tawhe te Ruruku, Te Maata te Patete, Waihuia Rakuhia[sic], Rangiaukaha Kawharu, Rangiriri Kawharu, Kata Kawharu, Hapiata Ihairaira, Te Hatu Kawharu; Application of Confirmation of Alienation, dated 17/10/05, CH 270 15/2/4055.

land at this stage was largely undeveloped.⁵

Five years later, on 30 June 1910, Kuti Haneta, Tiripa Tawhe te Ruruku, Wetekia te Ruruku, Matiu Haneta, Pene Rangiruhia, Turi te Ruruku, Te Hahi Kawharu, and Mata Tepene transferred their undivided interests to John Liard Morrison, for £382-20-6.⁶ The vendors were deemed as possessing sufficient lands for their respective needs.⁷

Table 5.1d.
Schedule of Vendor's other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Tiripa Tawhe te Ruruku (Rangitoto ⁸)	Opotiki	50
	Rangitoto No. 3	1590
	Okiwi No. 2	65a 3r 26p
	Okiwi No. 3	38a 1r 32p
Mata Tepene te Patete (Whangarae/Rangitoto ⁹)	Whangarae	205a 3r 8p
	Whangarae Sec 18 Sq 91 Sub 2A (whole)	324a 3r 0p or
		308a 2r 31p

⁵ Valuation No. 31642, dated March 1907, CH 270 15/2/4055 - gives capital value of £363, with no improvements noted.

⁶ Wn M.B. 17/174-176; Transfer Document 11882, Land Titles, D.O.S.L.I., Nelson.

⁷ For Tiripa Tawhe Ruruku's lands, see: Application for a Confirmation Order of Alienation, dated 15/8/05, Declaration in Support of Application for Confirmation, dated 29/6/10, List of Vendor's other lands, n.d., CH 270 15/2/4055; Native Lands Frauds Prevention Act, 1881, And Its Amendment - Form E - Case 398, (list of vendors/lessors 'other lands' attached), dated May 1893, CH 270 15/2/4020; for Mata's lands, see: Application for a Confirmation Order of Alienation, dated 15/8/05; Declaration in Support of Application for Confirmation, dated 29/6/10; List of Vendor's other lands, n.d.; Particulars of Title, dated 3/11/11 (regarding Rangitoto No. 2 - Schedule of other lands owned by Maori Vendors attached), CH 270 15/2/4055; Particulars of Title, dated 2/9/12 (regarding Rangitoto No. 11 - List of Other Lands of Maata Tipene, dated 6/9/12 attached, Whangamoa No. 1 was noted with two different interest amounts 52 acres from file 15/2/4055, and 62a 1r 13 1/2p from file 15/2/4019), CH 270 15/2/4019 Rangitoto No.'s 8 to 11, NA, Chch; Native Lands Frauds Prevention Act, 1881, And Its Amendment - Form E - Case 398, dated May 1893 (list of vendors/lessors other lands attached), CH 270 15/2/4020; Schedule of Other Lands Owned by Maori Vendors or Lessors, regarding Maata's share, dated 31/7/29, CH 270, 15/2/810 Rangitoto 8B No. 1, NA, Chch; for Te Hahi's lands, see: Declaration in Support of Application for Confirmation, dated 29/6/10, 'List of Vendor's other lands', n.d., CH 270 15/2/4055; Wn M.B. 19/151; for Wetekia's lands, see: Declaration in Support of Application for Confirmation, dated 29/6/10; List of Vendor's other lands, n.d., CH 270 15/2/4055; 'Native Lands Frauds Prevention Act, 1881, And Its Amendment - Form E - Case 398', dated May 1893 (list of vendors/lessors 'other lands' attached), CH 270 15/2/4020; Application for Confirmation Order for Alienation, dated 7/8/01, between Wetekia and Woodman, CH 270 15/2/4056, Rangitoto No. 3; for Turi's lands, see: Declaration in Support of Application for Confirmation, dated 29/6/10, List of Vendor's other lands', n.d. - CH 270 15/2/4055; for Kuti's lands, see: Declaration in Support of Application for Confirmation, dated 29/6/10, List of Vendor's 'other lands', n.d., CH 270 15/2/4055; Schedule of Other Lands Owned by Maori Vendors or Lessors, n.d., regarding Kuti's interests, CH 270 15/2/4056; List of Native Owners 'Other Lands', dated 11/8/11, regarding Kuti's interests, CH 270 15/2/39, Rangitoto No. 10, NA, Chch; for Matiu's lands, see: Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 14/6/11, regarding Matiu's interests, CH 270 15/2/4056; List of Owner's Other Lands, dated 11/8/11, regarding Matiu's interests, CH 270 15/2/4019; for Pene's lands, see: Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055; Schedule of Other Lands Owned by Maori Vendor s or Lessors, dated 9/6/11, regarding Pene's interests, CH 270 15/2/4056; Other Lands Owned by Vendors, dated 17/10/10, CH 270 15/2/4019.

⁸ Paper entitled, 'Names of Owners and their addresses of D'Urville Island', n.d., Ne 55 and 56; Native Lands Frauds Prevention Act, 1881, And Its Amendment - Form E - Case 398', (list of vendors/lessors 'other lands' attached), dated May 1893, CH 270 15/2/4020.

⁹ Names of Owners and their addresses of D'Urville Island, n.d., Ne 55 and 56, moved from Whangarae to Rangitoto sometime after 1893; Native Lands Frauds Prevention Act, 1881, And Its Amendment - Form E - Case 398, (list of vendors/lessors 'other lands' attached), dated May 1893, CH 270 15/2/4020.

Table 5.1d.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Mata Tepene te Patete (cont:)	Whangarae Sec 18 Sq 91 Sub 2B	215a 3r 25p <u>or</u> 295a 3r 13 1/2p
	Whangarae Sec 18 Sq 91 Sub 3G	55a 3r 07p
	Whangarae Sec 18 Sq 91 Sub E	3
	Whangarae Sec 18 Sq 91 Sub 4	3a 1r 13 1/2p
	Whangamoa No. 1	52 <u>or</u> 62a 1r 13 1/2p
	Whangamoa No. 2	1a 2r 10p
	Wairau	?
	Nelson Tenths	
	Okiwi No. 3	104a 1r 17p
	Rangitoto No. 3	566
	Rangitoto No. 11	1161a 1r 0p
	Rangitoto No. 8	545a 0r 20p
Te Hahi Kawharu (Rangitoto/Croixelles ¹⁰)	Rangitoto 3B4H	389 1/2 acres
	Okiwi No. 3	21a 3r 35p
Wetekia te Ruruku (Rangitoto/Croixelles ¹¹)	Rangitoto No. 3	1144a 2r 2p
	NZ Tenths	
	Okiwi No. 2	51a 1r 2p
Turi te Ruruku	Rangitoto No. 3	1138a 2r 1p
	Okiwi No. 2	51a 1r 2p
Kuti Haneta (Porirua ¹²)	Rangitoto No. 10	164a 1r 13 1/3p
	Rangitoto No. 3B4C	87a 0r 28p
	Rangitoto No. 8 (1/4 share in over 400 acres)	
	Whangarae Sec 18 Sq 91 Sub 3H	3a 0r 10p
	Whangarae Sec 18 Sq 91 Sub 3D	share in 10 ac
	Oruapuputa No. 4	70
	Okiwi No. 2	29a 1r 7p
Matiu Haneta (Palmerston North/Motuiti (Foxton)/Porirua ¹³)		
	Rangitoto No. 3	87a 0r 28p
	Rangitoto No. 10	737a 1r 13p
	Rangitoto No. 8	44
	Whangarae Sec 18 Sq 91 Sub 3H	3a 0r 10p

¹⁰ Names of Owners and their addresses of D'Urville Island, n.d., Ne 55 and 56; Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055.

¹¹ Names of Owners and their addresses of D'Urville Island, n.d., Ne 55 and 56; Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055.

¹² Wn M.B. 14/197.

¹³ Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055; Declaration in Support of Application for Confirmation Order, dated 19/6/11, from Elsie Woodman, CH 270 15/2/4056; Letter dated 24/9/13 from Reg., Wgtn, to Matiu Matiu, Motuiti, Foxton, CH 270 15/2/4018; Wn M.B. 14/197.

Table 5.1d.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Matiu Haneta (cont:)	Whangarae Sec 18 Sq 91 Sub 3D	share in 10 ac
	Oruapuputa No. 4	70
	Okiwi No. 2	29a 1r 7p
Pene Rangiruhia	Okiwi No. 2	51a 1r 2p
	Oruapuputa Sec 14	share in 70ac
	Karioi	18
	Rangitoto No. 3	87a 0r 28p
	Rangitoto No. 8	116a
	Rangitoto No. 5 (1/6 share in 50 acres)	
	Rangitoto No. 10	50a
	Rangitoto No. 6	597a

The government valuation, dated 1908, was objected to because Mokau Kawharu believed it was inadequate, and thus considered the proposed purchase price inadequate.¹⁴ After some discussion the Native Land Court agreed that a new valuation should be sought, and, if it showed little difference, then confirmation for sale would be given. Otherwise, the purchaser would have to pay the difference or, alternatively, confirmation would be refused. The new valuation proved satisfactory but initially the confirmation certificate was not signed owing to non-production of receipts for purchase money. Payments were received soon after.¹⁵

Table 5.1e.Schedule of Payments to each Vendor.Sale of Part Rangitoto Block 2 (1910)

<u>Name of Vendor</u>	<u>Purchase Price (£)</u>
Tiripa Tawhe te Ruruku	270-0-0
Mataa Tipene	52-10-0
Te Hahi Kawharu	16-10-0
Wetekia te Ruruku	8-12-6
Turi te Ruruku	8-12-6
Kuti Haneta	8-12-6
Matiu Haneta	8-12-6
Pene Rangiruhia	8-12-6

Table 5.1f.Schedule of Distribution of Purchase Money to Vendors.Sale of Part Rangitoto Block 2 (1910)

<u>Tiripa te Ruruku</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
	13/4/10	10-0-0	
	14/4/10	10-0-0	

¹⁴ Wn M.B. 17/174-76.

¹⁵ Memo dated 2/4/12, from Reg., NLC, Wgtn, to McGrath and Willis, Sols, Wgtn, CH 270 15/2/4055; Letter dated 1/7/12, from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055. Receipt dated 4/6/12 from Maata Tepene

Table 5.1f.cont:

<u>Tiripa te Ruruku (cont:) Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
2/5/10	10-0-0	
6/5/11	1-0-0	
4/9/11	2-0-0	
11/4/11	1-0-0	
29/5/12	10-0-0	
Balance forwarded to Reg., NLC, Wgtn for payment to Tiripa		
1/7/12	226-0-0	
From this: ¹⁶		
To Tiripa 16/7/12	22-2-0	
To McGrath and Willis (for survey lien)		
n.d. 30-0-0		
[No more indication on files/minutes showing balance forwarded to Tiripa]		
		270-0-0
<u>Mata Tipene Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
4/6/12	52-10-0	52-10-0
<u>Te Hahi Kawharu Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
13/4/10	1-0-0	
7/8/10	1-0-0	
Balance forwarded to Reg., NLC, for payment to Te Hahi:		
1/7/12	14-10-0	
Balance paid ¹⁷ 25/11/12		16-10-0
<u>Wetekia te Ruruku Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
16/3/10	1-0-0	
13/3/11	3-0-0	
11/4/11	2-0-0	
Balance forwarded to Reg., NLC, for payment to Wetekia:		
1/7/12	2-12-6	
Balance paid ¹⁸ 19/9/12		8-12-6
<u>Turi te Ruruku Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
7/4/11	8-12-6	8-12-6
<u>Kuti Haneta Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
11/3/10	1-0-0	
29/5/12	7-12-6	8-12-6
<u>Matiu Haneta Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
17/3/10	1-0-0	
7/4/10	2-0-0	
9/4/11	1-0-0	
13/6/11	2-0-0	
5/10/11	1-0-0	
Balance forwarded to Reg., NLC, for payment to Matiu:		
1/7/12	1-12-6	
Balance paid ¹⁹ 21/11/12	1-12-6	8-12-6

¹⁶ See folio entitled '1910-101', n.d., CH 270, 15/2/4055, showing payments to Rangiriri Kawharu, Kata Kawharu and Pirihiira Hanita[sic] - details how balance of Tiripa's share (£226-0-0) should be paid.

¹⁷ Letter dated 25/11/12 from Reg., NLC, Wgtn, to Haahi Kawharu, CH 270 15/2/4055, states that cheque for £14-10-0 forwarded to H.W.Smith for payment to Haahi.

¹⁸ Letter dated 19/9/12 from Reg., NLC, to J.A.Elkington, CH 270 15/2/4055, noting that payment of £1-12-6 was forwarded to Postmaster, Croixelles for payment to Wetekia.

¹⁹ Memo dated 21/11/12, from Reg., NLC, Wgtn, to Matiu Haneta, CH 270 15/2/4055, informing that Postmaster, Foxton, is holding £1-12-6 for Matiu to collect.

Table 5.1f.cont:

<u>Pene Rangiruhia</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
	24/3/11	8-12-6	8-12-6

Partition of the block, agreed to by all interested parties, occurred in October 1910:²⁰

1. Rangitoto Block 2A (204a 0r 10p) - to go to Mokau Kawharu and Rangiaukaha Kawharu equally.
2. Rangitoto Block 2B (1716a 3r 30p [see Appendix VII]) - to remaining owners:

Table 5.1g.Allotment of Interests to Owners of Rangitoto Block 2B (1910)

<u>Name of Owner</u>	<u>acreage allocated</u>
Rangiriri Kawharu	65a 3r 16p
Kata Kawharu	65a 3r 16p
Pirihira Haneta	34a 1r 16p
Hapiata Ihairaira	11a 3r 17p
(aka Hapiata (te) Putu)	
Mere te Patete	11a 3r 18p
Waihuia Rukuhia	11a 3r 17p
residue to Morrison	1515a 1r 10p

There is no clear indication as to why Mokau and Rangiaukaha received over 20 acres more than their original respective share. This may be due to the physical aspect of their partition, and/or some economic factor, such as inferiority to Block 2B. With regard to the list of owners of Block 2B above, I was unable to locate a succession order in favour of Hapiata Ihairaira showing to whom he succeeded from. The list appears to have a number of discrepancies: In respect of Waihuia Rukuhia's interests, they were succeeded to through Te Hiita Manea [see Table 5.1a. above]. Te Hiita Manea died in 1884, and left no will, issue or siblings. Successors to his interests in D'Urville Island were Hapiata Ihairaira, Mere te Patete, Rangiaukaha Kawharu, Mokau Kawharu, Te Maata Tipene te Patete and Waihuia Rukuhia.²¹ Waihuia was succeeded to (in the 1895 NLC hearing when owners to Rangitoto Block 2 were declared), by Mereopa te Kaika [Raika?] Tahitangata and Ruta Kipihana equally, with Enoka Te Wano and Hapiata Ihairaira appointed Trustees.²² Ruta was three years of age in 1895, Mereopa, 18 years; it is most likely that Hapiata and Te Wano were still Ruta's Trustees in 1910, when the block was partitioned (21 years of age was considered the age when one could deal with one's own land interests). Hapiata may have been included in the Provisional Register as a Trustee; certainly he collected money for the sale of Ruta's interests [see 5.3 below], although her interests were only around 5 acres which is, more or less, half of 11a 3r 17p mentioned under Waihuia's name [see Table 5.1g. above]. Mereopa is not mentioned in any correspondence until 1912 when it is noted that her interests (through Te Huta [Hiita] Manea) were sold [see

²⁰ Ne M.B. 6/316; for interests of Rangitoto 2B, see PR 4/179, CT 35/224, Land Titles Office, D.O.S.L.I., Nelson. Acreages mentioned in the PR and CT tend to differ from the Ne M.B.. No apparent reason given.

²¹ Ne M.B. 2/73.

²² List of Owners and their successors, Ne 56/1-5.

5.3. below]. Secondly, like Waihuia's interest's, Mere Te Patete's interests were succeeded (at the same Court hearing of 1895) by Tiripa Tawhe te Ruruku (although Mere's interest was 548 acres). As far as I have ascertained, the Mere te Patete mentioned is the same Mere who was noted as deceased in the 1895 hearing.

5.2. Rangitoto Block 2A:

On 14 October 1912, at a NLC hearing, Nelson, Mokau and Rangiaukaha Kawharu attempted to sell their interests to F. Wells. of Ohana, Sheepfarmer.²³ Mokau explained that they would receive £153-1-0 in all, or 15/- per acre for 204 acres. Earning around £90 per year for manual labour (9/- per day), with £15 a year [in rental?] from 500 acres on D'Urville Island, Mokau estimated he required £80 per year to support his wife and nine children. Rangiaukaha was noted as having the same interests in D'Urville as Mokau, with some more land in Raglan. She received around £60 per year in support of herself and her one child. The Court, however, was not convince the sale was expedient to the vendors' interests. Mokau and his sister seemed 'anxious' to get rid of their shares in D'Urville: they had sold the best of their interests within the last few years and:

... evidently had squandered the money. Mokau's evidence about support his family [sic] mainly by Manual labour takes no account of the hundreds of pounds he has gone through within the last few years. He has a large family and there is little land left for them.

Mokau and Rangiaukaha submitted a list of their other respective lands to show that they were well able to fend for themselves. But the Court saw differently and declared the vendors practically 'landless', and declined the confirmation of sale:²⁴

Table 5.2a.
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Mokau Kawharu (Rangitoto/Raglan ²⁵)	Rangitoto 2 (succession)	80
	Rangitoto 3	174
	Oruapuputa Sec. 20	?
	Pukemawhera	30
	Mahikipawa	?
Rangiaukaha Kawharu (Raglan ²⁶)	Rangitoto 3	?
	Oruapuputa Sec. 20	?
	Mahikipawa	?
	Karioi	?
	Whaanga No. 1 Raglan	?
	Te Akau No. 3B Raglan	?
	Pukemawhera (Havelock)	?
	Nelson Tenths	

²³ Ne M.B. 7/162.

²⁴ For Mokau's lands, see: Application for a Confirmation Order of Alienation, dated 26/5/04, between A.H.Wells and Mokau Kawharu, regarding Rangitoto 1, CH 270 15/2/4055; for Rangiaukaha's lands, see: Ne M.B. 11/40; Application for a Confirmation Order of Alienation, dated 26/5/04, between A.H.Wells and Rangiaukaha Kawharu, regarding Rangitoto 1, CH 270 15/2/4055.

²⁵ Names of Owners and their addresses of D'Urville Island, Ne 55 and 56, states Rangitoto as Mokau's residence; see also Application for a Confirmation Order of Alienation, dated 26/5/04, CH 270 15/2/4055, states that Mokau resides in Raglan.

²⁶ Names of Owners and their addresses of D'Urville Island, Ne 55 and 56.

Whether the first decision to decline the initial sale of this block was taken into account is unclear, as, on August 1915, Mokau and Rangiaukaha Kawharu sold their respective interests to F.A. Wells for the sum of £255 (£1-5-0 per acre or £127-10-0 each).²⁷ The land had been occupied by Wells for some time under an agreement with the vendors.²⁸ Part payment had been paid to Mokau and Rangiaukaha from as early as 1912, with final payments made in March 1916. It was noticed that a survey lien against the land (£1-14-0) incurred by the owners had never been discharged. The Registrar of the NLC, however, was unable to make any deductions from the purchase money as it had already been paid out:²⁹

Table 5.2b.

Schedule of Distribution of Purchase Money for Mokau Kawharu.Sale of Rangitoto Block 2A (1915)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part payment	14/6/12	20-0-0	
Part payment	26/8/12	5-0-0	
Part payment	8/3/15	25-0-0	
Groceries, meat and sundries supplied			
	28/3/07-28/6/07	30-9-10	
Cash (£6); Order on Murray Aston [Grocer?] (£6)			
	6/5/15	12-0-0	
To Maginnity, Son and Houlker: Sundry advances and legal expenses, etc			
	12/12/11	15-19-3	
Balance paid to Reg., NLC, Wgtn, for payment to Mokau			
12/10/15	19-0-11		
Balance paid to Mokau	3/1916	19-0-11	127-10-0

Table 5.2c.

Schedule of Distribution of Purchase Money for Rangiaukaha Kawharu.Sale of Rangitoto Block 2A (1915)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part payment	14/6/12	10-0-0	
Part payment	20/9/13	1-0-0	
Part payment	14/4/15	5-0-0	
Balance paid to Reg., NLC	n.d.	111-10-0	
Balance paid to Rangiaukaha	1/1916		127-10-0

²⁷ Application made to M.L.B., S.I. dated 19/4/15 between Mokau Kawharu and Rangiaukaha[sic] Kawharu and Frank A. Wells, CH 270 15/2/31, Rangitoto No. 2A.

²⁸ Letter dated 12/10/15, from Messrs Maginnity, Son and Houlker, Sols, Nelson, CH 270 15/2/31.

²⁹ For survey lien, see: Letter dated 6/3/16, from Maginnity and Son and Houlker, to Reg., NLC, Wgtn and Letter dated 13/3/16 from Reg., to Maginnity et al, CH 270, 15/2/31. Memo dated 17/10/14, from Reg., NLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 1); for payment of purchase money, see: Letter dated 12/10/15, from Maginnity and Son and Houlker, Nelson, to Reg., NLC, Wgtn; Letter dated 2/3/16 from Reg., to Maginnity Son and Houlker (Noting that payment of £19-0-11 had been forwarded to the Postmaster, Nelson, for Mokau to pick up); Letter dated 25/1/16, from Reg., NLC, to Alan Gilmour (stating that £111-10-0 had been forwarded that day to the Postmaster, Raglan for Rangiaukaha to pick up; other receipts attached), CH 270 15/2/31; *AJHR* 1916 Vol II, E-I; G-9, p. 23.

3. Rangitoto Block 2B:

On 26 January 1911, Rangiriri Kawharu, Kata Kawharu, and Pirihiara Haneta sold their undivided interests (circa 166a 0r 8p) to John Liard Morrison, for a consideration of 5/- per acre, or £41.12.6.³⁰ The vendors were declared as having sufficient lands for their respective needs and payment was made:³¹

Table 5.3a.

Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Rangiriri Kawharu (Rangitoto ³²):	Rangitoto No. 3B	167a 0r 14p
	Rangitoto 4H (1/3 interest)	
	Ongapuputa[sic]	4
	Rangitoto 1	
	Rangitoto 6 (1/3 interest)	
	Okiwi No. 3	21a 3r 35p
Kata Kawharu (Rangitoto/Porirua ³³)	Rangitoto 3B4H	167a 0r 15p
	Okiwi No. 3	21a 3r 35p
Pirihiara Haneta (Porirua ³⁴)	Rangitoto No. 10	736 2/3
	Rangitoto No. 3B4C	87a 0r 28p
	Rangitoto No. 8 (1/4 share in over 400 acres)	
	Whangarae Sec 18 Sq 91 3H	3a 0r 10p
	Whangarae Sec 18 Sq 91 3D	share in 10 ac
	Oruapuputa No. 4	70
	Okiwi No. 2	29a 1r 7 1/3p

Table 5.3b

Schedule of Payments owing to each Vendor.

Sale of Rangitoto Block 2B

<u>Name of Vendor</u>	<u>Purchase Price (£)</u>
Rangiriri Kawharu	16-10-0
Kata Kawharu	16-10-0
Pirihiara Haneta	8-12-6

³⁰ Otaki M.B. 51/261.

³¹ For Rangiriri's lands, see: Folio entitled '1910-101', List of other Lands, dated 24/1/11 CH 270, 15/2/4055; 'Schedule of Other Lands owned by Maori Vendors or Lessors', n.d., regarding Rangiriri's interests, CH 270, 15/2/4056; for Kata's lands, see: Folio entitled '1910-101', List of other Lands, dated 24/1/11, CH 270 15/2/4055; Wn M.B. 18/127; for Pirihiara's lands, see: Folio entitled '1910-101', List of other Lands, dated 24/1/11, CH 270 15/2/4055; 'Schedule of Other Lands Owned by Maori Vendor or Lessors', n.d., regarding Pirihiara's Interests, CH 270 15/2/4056; 'List of Native Owners Other Lands', dated 11/8/11, regarding Pirihiara's interests, CH 270, 15/2/39; for payment to each vendor, see Letter dated 2/4/12 from Welch, Reg., NLC, to McGrath and Willis, Wgtn, CH 270, 15/2/4055; for individual payments to each respective vendors, see: Letter dated 1/7/12, from McGrath and Willis, to Reg., NLC, Wgtn, CH 270, 15/2/4055.

³² Names of Owners and their addresses of D'Urville Island, Ne 55 and 56.

³³ 'Names of Owners and their addresses of D'Urville Island', Ne 55 and 56; Letter dated 1/7/12 from McGrath and Willis, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4055.

³⁴ Wn M.B. 14/197.

Table 5.3c.Schedule of Distribution of Purchase Money for Rangiriri Kawharu.Sale of Rangitoto Block 2B (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Full Payment	26/9/11	16-10-0	16-10-0

Table 5.3d.Schedule of Distribution of Purchase Money for Kata Kawharu.Sale of Rangitoto Block 2B (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	26/9/10	5-0-0	
Balance forwarded to Reg., NLC, for payment to Kata	1/7/12	11-10-0	
[No more indication on files/minutes showing balance forwarded to Kata]			16-10-0

Table 5.3e.Schedule of Distribution of Purchase Money for Pirihira Haneta.Sale of Rangitoto Block 2B (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	26/9/10	5-0-0	
Balance forwarded to the Reg., NLC, to be paid to Pirihira	1/7/12	3-12-6	
Balance paid ³⁵	27/11/12		8-12-6

Hapiata Ihara's interests in this block were succeeded to on 16 June 1911.³⁶ Mata Hekenui, Tiripa Tawhe Te Ruruku and Haimona Patete, who had intended to sell to Morrison but found that they had not been appointed successors, agreed to stand down in favour of Mokau and Rangiaukaha Kawharu to succeed. Judge Gilfedder indicated that because Mata and others had entered into negotiations with Morrison to sell, and that they were now wishing to stand down was an act of 'good faith', decreed, therefore, that Hapiata's successors be:

Haimona (Te) Patete	1/4
(aka Haimona Turi)	
Tiripa te Tawhe (Te) Ruruku	1/4
Maata Hekenui	1/4
Mokau Kawharu	1/8
Rangiaukaha Kawharu	1/8

³⁵ see Letter dated 27/11/12 from Reg., NLC, to Pirihira Haneta, CH 270, 15/2/4055, stating that she can pick up a cheque for £3-12-6 from the Postmaster, Croixelles.

³⁶ Wn 17/368.

Judge Gilfedder may have confirmed these successors because of their willingness to sell to Morrison, and may presuppose the question, would the Judge have confirmed the successors if they were adamant that they would not sell? A year later, Mereopa and Hapiata's successors applied to transfer their interests to Morrison for a consideration of £6.³⁷ Lists of vendors' other lands were submitted and confirmation acceded to (no list could be located for Mereopa's land interests; for Tiripa and Hekenui's land interests, see Table 5.1d. above; for Mokau and Rangiaukaha's lands see Table 5.2a above):³⁸

Table 5.3f.
Schedule of Haimona Patete's other lands

<u>Land Description</u>	<u>acreage/shares</u>
Rangitoto Block 10	
Rangitoto Block 3	
Okiwi	204
Havelock	50
Sec's 29 and 49 Blk VII Gore S.D.	
	30a 2r 30p
Sec's 5 and 12 Blk X Gore S.D.	40
Sec's 11 and 12 Blk X, Gore S.D.	20
White's Bay [Pukatea Native Reserve]	1a 3r 21p
Pelorus No. 3	23

At a NLC hearing in August 1912, Ruta Kipihana's interests of 5a 3r 32.4p, which by error had been omitted from earlier transfers, were sold to Morrison for a consideration of 30/- (around 5/- per acre).³⁹ The application was in order to secure and complete title for ownership of Rangitoto Block 2B to the Morrisons. Mr McGrath, appearing for Morrison, stated that this consideration had already been paid twice over, once to Ruta herself and once to her Trustee [Hapiata Iharaia?]. As no objectors came forward, Judge Rawson granted confirmation [a list of Ruta's other land interests and schedule of payments, could not be located]. A survey lien of 2d per acre over Rangitoto Block 2B was noted as being unpaid, although no details were located if payment was ever made:⁴⁰

With the agreement of all affected parties, John Morrison applied to the NLC, on 4 September 1911, for further partitioning of Block 2B:⁴¹

1. Rangitoto Block 2B1 (257 acres) - in the south east of Rangitoto Block 2B. To go to purchaser, J.L.Morrison [European Land].
2. Rangitoto Block 2B Section 2 (3 acres [see Appendix VIII]) - to the east of and adjacent to Block 2A to go to Mokau Kawharu and Rangiaukaha Kawharu equally.

³⁷ Transfer Document 11883, Land Titles, Nelson; Letter dated 2/4/12, from Reg., NLC, Wgtn, to McGrath and Willis, Wgtn, CH 270 15/2/4055.

³⁸ Folio entitled '1911-125', 'Particulars of Title' regarding Rangitoto No. 2, attached 'Schedule of other lands owned by Maori Vendors, dated 3/11/11 CH 270 15/2/4055; 'Application for a Confirmation Order of Alienation from the NLC', dated 20/4/05, CH 270 15/2/4019.

³⁹ Wn M.B. 18/315.

⁴⁰ Letter dated 2/4/12 from Reg., NLC, Wgtn, to McGrath and Willis, Wgtn, CH 270 15/2/4055.

⁴¹ Wn M.B. 18/62-63.

3. Rangitoto Block 2B Section 3 (1456a 3r 30p) - the residue, to go to J.L.Morrison. [European Land]

Both Rangitoto Blocks 2B2 and 2B3 were subject to a lease to Wells [see 5.1. above].

5.4. Rangitoto Block 2B1:

After partition, John Morrison transferred this section to his wife, Emma Morrison. In 1915, it was then sold to George William Weber, Sheepfarmer of French Pass, and who was brought out by Roy Arthur Webber and John Noel Weber in 1935.⁴²

In 1947, Roy offered to sell to the Crown land in and around Ngamuka Bay (945 3/4 acres), excepting a small acreage for himself.⁴³ The land he wished to sell comprised of Part Rangitoto Block 1B and Part Rangitoto Block 2B3 (688a 3r 30p), and Rangitoto Block 2B1 (257a 3r 30p).⁴⁴ The land was, more or less, of poor quality being an unfit economic unit and useless for farming.⁴⁵ Around 175 acres was in bush consisting of rimu, cedar and birch, some 50 acres in 'poor' native grasses, with the remainder in scrub and fern of no grazing value. The house and one other dwelling were located in the north-east corner of Block 2B1, near the beach of Ngamuka Bay. The vendors wanted to retain 50 acres as they intended to sell this to the Aston Brothers as a fisherman house, and have access to the beach frontage and the fairly easily obtainable manuka scrub for firewood. The Crown wanted to procure the whole area with a retainer to the vendors of only 10 acres surrounding the dwellings allowing access to the house, but providing a deterrence for collecting firewood. No further correspondence on file or elsewhere determined the end result. The section was sold in 1948 to Daniel Wilfred Aston and Desmond Maurice Aston. (From 1941 Asbestos Mines had mining rights on this block for 20 years).⁴⁶

5.5. Rangitoto Block 2B2:

No more than a seemingly useless thin land-bounded strip of land, this block was only worth \$100.00 in 1990, and remains Maori land to this day.⁴⁷ Mokau Kawharu was succeeded to by Hona Mokau Kawharu (Mokau's son) on 4 April 1934, under Section 136, Part XII of the Maori Affairs Act, 1953.⁴⁸ Hona Kawharu, in turn, was succeeded to by *The Perpetual Trustees Estate and Agency Co. of NZ Ltd as administrator of Hona Kawharu's estate*, on 14 March 1979, under Part V Section 81A of the Maori Affairs Amendment Act, 1967.⁴⁹ The Estate of Hona Kawharu was not succeeded to until 30 July 1981, when, under the same Section and Act, Joy Alba Hope and Zena Emile Kawharu secured a 1/3 and 2/3 share respectively. Zena Kawharu was succeeded to under Part V, Section 78, Maori Affairs Amendment Act, 1967, by Ross Alexander Ricketts on 22 January 1988.⁵⁰ Rangiaukaha Kawharu was not succeeded to until 19 December 1979, when under Part XII, Section 136, Maori Affairs Act, 1953, Riria Rapana secured her interests.⁵¹ On 30 March 1982, the section was declared

⁴² Baldwin III, p.21.

⁴³ Letter dated 3/6/47, from R.A.Weber, French Pass, to CCL, L & S, Nelson, L & S 13/58 (Part 1).

⁴⁴ Memo dated 12/6/47, from CCL, Nelson, to Sutton, Field Inspector, L & S 13/58 (Part 1).

⁴⁵ Report dated 22/9/47 from Assistant Field Inspector, to CCL, Nelson, L & S 13/58 (Part 1).

⁴⁶ Baldwin III, p.21.

⁴⁷ 'Memorial Schedule' for Rangitoto 2B2, B.I.F. 129.

⁴⁸ Ne M.B. 14/206; 'Schedule of Ownership Order' for Rangitoto 2B2, B.I.F. 129; Part XII, MA Act, 1953, deals with succession to and disposal of Freehold interests in Maori land.

⁴⁹ 'Schedule of Ownership Order' for Rangitoto 2B2, B.I.F.129; Part V, MA Amendment Act, 1967, deals with Wills and Succession.

⁵⁰ S.I. M.B. 69/280; 'Schedule of Ownership Order' for Rangitoto 2B2, B.I.F. 129.

⁵¹ Ne M.B. 16/176; 'Schedule of Ownership Order' for Rangitoto 2B2, B.I.F. 129.

to be Maori Freehold Land.⁵²

⁵² Ne M.B. 16/380, 17/2-4.

CHAPTER SIX
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 3 ~

6.1. Rangitoto Block 3:

In 1895, ownership of Rangitoto Block 3, comprising 9,000 acres, was confirmed:¹

Table 6.1a.
Allotment of Interests to the Owners of Rangitoto Block 3 (1895)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Hapiata Ihairaira		1096
Te Hiita Manea	Hapiata Ihairaira	80
	Tiripa Tawhe te Ruruku	78
	Mere te Patete	78
	Te Maata Tepene te Patete	73
Te Mata Tepene te Patete		548
Ngamuka Kawharu	Rangiriri Kawharu	548
(aka Ngamuka Raniera)	Kata Kawharu f.9	equally
	Te Hahi Kawharu m.2	
[Ngamuka claims these shares - although not stated, probably as Trustee to Rangiriri, Kata and Te Hahi]		
Raniera Kawharu	Ngamuka Raniera	184
	Ngapera Kawharu	91
	Te Wera Kawharu	91
Ngapera Kawharu		558
Hera Rangimatoru	Ngapera Kawharu	41
	Te Wera Kawharu	41
	Wetekia Hoera te Ruruku	14
	Pene Hoera te Ruruku	13
	Tama Hoera te Ruruku	14
(Te) Rore Pakerehua	Ngapera Kawharu	7
	Te Wera Kawharu	7
	Wetekia Hoera te Ruruku	2
	Tama Hoera te Ruruku	3
	Pene Hoera te Ruruku	2
Te Wera Kawharu		558
Tepene te Ruruku	Tiripa Tawhe te Ruruku	548
Hoera te Ruruku		556
Wetekia Hoera te Ruruku		548
Maraea Hone Hukaroa	Wetekia Hoera te Ruruku	184
	Tama Hoera te Ruruku	182
	Pene Hoera te Ruruku	182
Tama Hoera te Ruruku		543
Pene Hoera te Ruruku		543
Tiripa Tawhe te Ruruku		500
Meri te Patete	Tiripa Tawhe te Ruruku	292
Rewi Rupini		548
(aka Rewi Rupine/Rewi Maaka)		
Ihaka Tekateka		247

¹ Ne M.B. 3/244. The list is an amalgamation of the M.B. folio and list from MA-MLP 1 1896/311, NA, Wgtn. The M.B. list is rather confusing showing the original owners but usually unclear of actual successors. These can be worked out from deduction of the list given in MA-MLP 1 1896/311, and further partitions of block.

Summarised:

Table 6.1b.

Aggregation of Interests of Owners of Rangitoto Block 3 (1895)

<u>Name of Owner</u>	<u>acreage allocated</u>
Hapiata Ihairaira	1176
Mata Tepene te Patete	621
Ngamuka Kawharu	732
Ngapera Kawharu	697
Te Wera Kawharu	697
Tiripa Tawhe te Ruruku	1496
Hoera te Ruruku	556
Wetekia Hoera te Ruruku	748
Tama Hoera te Ruruku	742
Pene Hoera te Ruruku	740
Rewi Rupine	548
Ihaka Tekateka	247

Under Section 34 of the Native Land Claims and Adjustment Act, 1901, Kirikaha Tui and Ratapu Akenetene were included in the list of owners of Block 3:²

Kirikaha Tui	100 acres
(aka Kirika Tui)	
Ratapu Akenetene	68 acres
(aka John Elkington)	

After Carkeek's amended survey of 1907-09, 585 acres were added to Block 3 giving a total acreage of 9585 [see Appendix IX]:³

Table 6.1c.

Allotment of Interests after Carkeek's Survey

Rangitoto Block 3 (1907-09)

<u>Name of Owner</u>	<u>acreage allocated</u>
Hapiata Ihairaira	1252
Mata Tepene te Patete	563
Ngamuka Kawharu	779
Ngapera Kawharu	741
Te Wera Kawharu	741
Tiripa Tawhe te Ruruku	1522
Hoera te Ruruku	594
Wetekia Hoera te Ruruku	795
Tama Hoera te Ruruku	789
Pene Hoera te Ruruku	787
Rewi Rupine	586
Ihaka Tekateka	268

² Wn M.B. 10A/19-20.

³ Baldwin III, p.11; List of Owners and Successors, Partition Order, dated 20/11/1893, Ne 56/1-5, B.O.F.; CT 35/125, Land Titles Office, Nelson.

Table 6.1c.cont:

<u>Name of Owner</u>	<u>acreage allocated</u>
Ratapu Akenetene (aka John Elkington)	68
Kirikaha Tui	100

On 12 December 1901, Richard Woodman, of Wellington, was granted an extension on his present 1893 lease of six years [see Chapter 2 (2.3) for details on his 1893 lease].⁴ Difficulties had arisen over Woodman's lease from a mistaken action regarding a demand for rental from the lessors that had, in fact, already been paid to the them. Woodman, in turn, brought an action against the lessors for damages of £600, but had withdrawn the action on the lessors consenting to grant an extension over the present lease. The extension allowed for an extra six years set at the annual rental fixed in the last rental period of the first lease, that is, £103-0-0.⁵ Woodman had wanted a longer lease period but was constrained by the Title restricting leasing to 21 years. Confirmation was given subject to a clause inserted into the lease protecting the minors' interests in the minerals (Ihaka Tekateka was not a signatory to the lease).

On 2 February 1905, confirmation was sought between the owners and Richard Woodman, for a sixty year lease.⁶ The annual rental was set at fixed periods: £77-5-0 for the first eight years, £103-0-0 for the next ten years, £182-7-1 for the following ten years, and £218-16-6 for the last 22 years. The Native Land Court decided that the rentals would have to be adjusted to take into account the fact that Turi te Ruruku and Ihaka Tekateka declined to sign a lease. Ihaka decided to lease his interest to the same parties who were taking a lease over Rangitoto Block 4.⁷ A valuation was obtained giving an unimproved value, for 7250 acres, of £1812, with another 1500 acres valued at £375. The original lease ran in conjunction with the new lease as the rental was much the same, increasing 1d per acre for the first two terms of 10 years before reaching 6d per acre for the last 22 years. The land, considered third class, broken and hilly with about 200 to 300 ploughable acres, had been in occupation by Woodman's two sons for the past 5 1/2 years who had cleared and grassed about 700 acres of mostly light bush. The application for a 60 year lease was to help further improvements. Rental was paying at just over 2d per acre (with the adjoining block at 2 1/4d per acre). Woodman believed the owners thoroughly understood the nature of the lease, what it involved, spoke good English, and lived away from the island either at the Croixelles or Tinui Island. The Court found that as Judge MacKay was satisfied with the rental fixed in the original lease, had intimate knowledge of D'Urville Island, and had stated that the owners had done well to get Europeans to take up the land, confirmation of the extended lease was accordingly granted.

On 18 September 1908, partition of Rangitoto Block 3 was sought and confirmed:⁸

1. Rangitoto Block 3A (100 acres) - cut off at Ragged Point and given to Kirikaha Tui (of Awahuri).
2. Rangitoto Block 3B (9485 acres) - to go the rest of the owners.

⁴ Otaki M.B. 37/244-247.

⁵ 'Notice of Alienation', dated 5/9/01, between Kawharu et al and Woodman, CH 270 15/2/4056 Rangitoto No.'s 4 and 5, NA, Chch; Wn M.B. 13/258; Baldwin III, p.16, Baldwin states that annual rental was set at £105-18-0, but other two sources note £103 per annum.

⁶ Wn M.B. 13/252-253, 258-60.

⁷ Letter dated 6/5/21, from Findlay, Hoggard and Morrison, Barrs and Sols, Wgtn, to President, S.I.D.M.L.B., Wgtn, CH 270 15/2/1515, Rangitoto 3B No. 3, NA, Chch.

⁸ Ne M.B. 6/188.

6.2. Rangitoto Block 3A:

Kirikaha Tui transferred this block on 16 June 1911 to John Woodman.⁹ Consideration was set at £75 (15/- per acre), with a Government valuation of 11/- 4d per acre. The Court believed Kirikaha had sufficient other lands for her needs, and confirmation was given:¹⁰

Table 6.2a.

Schedule of Kirikaha Tui's other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
Rangitoto 8	40
Whangarae 2	25
Whangarae 2	1/5 share in 102 acres
Whangamoa	4
Nelson Tenth	

Table 6.2b.

Schedule of Distribution of Purchase Money for Kirikaha Tui.

Sale of Rangitoto Block 3A (1911):

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	18/5/11	10	
Balance	30/6/11	65	75

6.3. Rangitoto Block 3B:

Another partition, on 7 October 1910, was sought by Ihaka Tekateka for his interests in Rangitoto Blocks 3 and 4.¹¹ He wished to receive the southern portion of Block 4 and the northern part of Block 3. Turi te Ruruku, with the agreement of all the owners, sought an area in the vicinity of Catherine's Cove where he had resided for some years.¹² The Court decided that as Woodman had made vast improvements in the north-west portion of the block, expending some £600 felling 400 acres (30/- per acre), he should be granted this area; Ihaka Tekateka would receive a portion in the north-east, adjacent to Block 4, with the Ruruku family to be placed alongside Ihaka, where they could arrange amongst themselves where each individual member of the family should be located:¹³

1. Rangitoto Block 3B1 (268 acres [see Appendix X]) - in the north of the block to go to Ihaka

⁹ Wn M.B.17/372.

¹⁰ For Kirikaha's lands, see: 'Schedule of Other Lands owned by Maori Vendors or Lessors', n.d., Kirikaha Tui's interests, CH 270 15/2/4056; for payment made, see: Receipt dated 18/5/11, regarding payment of £10; Letter dated 30/6/11 from Reg., NLC, Wgtn, to Kirikaha Tui, Awahuri, CH 270 15/2/4056. Stating that cheque for £65 had been forwarded to postmaster for her uplifting.

¹¹ Ne M.B. 6/270-271.

¹² Ne M.B. 6/310-314.

¹³ Ne M.B. 6/334. For individual shares through succession, see CT 35/125, Land Titles Office, Nelson.

2. Rangitoto Block 3B2 (1138a 2r 2p [see Appendix XI]) - the north east of the block adjacent to Block 3B1 to go to the sole owner:

Table 6.3a.

Allotment of Interests to Owners of Rangitoto Block 3B2 (1910)

<u>Name of Owner</u>	<u>acreage allocated</u>
Turi Ruruku	789a 0r 0p
and as a successor to Pene te Ruruku	262a 1r 14p (1/3 share)
(for other successors to Pene, see Table 6.3b below)	
and as a successor to Ngapera Kawharu	87a 0r 28p (2/17 share)
[for other successors to Ngapera, see Table 6.3b and 6.3c below]	

3. Rangitoto Block 3B3 (2000a 3r 14p [see Appendix XII]) - to the west of Block 3B2:

Table 6.3b.

Allotment of Interests to Owners of Rangitoto Block 3B3 (1910)

<u>Name of Owner</u>	<u>acreage allocated</u>
Hoera te Ruruku	856a
and as a successor to Pene te Ruruku	262a 1r 13p (1/3 share)
Wetekia Hoera te Ruruku	795
and as a successor to Pene te Ruruku	262a 1r 13p (1/3 share)
and as a successor to Ngapera Kawharu	87a 0r 28p (2/17 share)
[for other successors to Ngapera, see Table 6.3a above, and Table 6.3c below]	

4. Rangitoto Block 3B4 (6077a 2r 24p) - residue to the remaining owners (no individual allotments given):

Table 6.3c.

Allotment of Interests to Owners of Rangitoto Block 3B4 (1910)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated/share(s)</u>
Hapiata Iharaira	Haimona Patete	313 (1/4 share)
	Tiripa Tawhe Ruruku	313 (1/4)
	Mokau Kawharu	156a 2r 0p(1/8)
	Rangiaukaha Kawharu	156a 2r 0p(1/8)
	Maata Hekenui/Tipene	313 (1/4)
Ngamuka Kawharu		779

Table 6.3c.cont:

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated/share(s)</u>
Tiripa Tawhe te Ruruku		1522
Ngapera Kawharu	Rangiaukaha Kawharu	43a 2r 15p (1/17)
	Mokau Kawharu	43a 2r 15p(1/17)
	Rangiriri Kawharu	43a 2r 15p(1/17)
	Kata Kawharu	43a 2r 15p (1/17)
	Te Hahi Kawharu	43a 2r 15p (1/17)
	Pirihira Haneta	87a 0r 28p (2/17)
	Kuti Haneta	87a 0r 28p (2/17)
	Matiu Haneta	87a 0r 28p (2/17)
	Pene Rangiruhia	87a 0r 28p (2/17)
Te Wera Kawharu	Mokau Kawharu	185a 1r 0p (1/4)
	Rangiaukaha Kawharu	185a 1r 0p (1/4)
	Hahi Kawharu	123a 2r 0p (1/6)
	Rangiriri Kawharu	123a 2r 0p (1/6)
	Kata Kawharu	123a 2r 0p (1/6)
Rewi Rupine		586
Ratapu Akenetene		68
Mata Tipene		563

Summarised:

Table 6.3d.Allotment of Interests to Owners of Rangitoto Block 3B4 (1910)

<u>Name of Owner</u>	<u>acreage allocated</u>
Haimona Patete	313
Tiripia Tawhe te Ruruku	1835
Mata Tipene	876
Mokau Kawharu	385a 1r 14p
Rangiaukaha Kawharu	385a 1r 14p
Ngamuka Kawharu	779
Rangiriri Kawharu	167a 0r 14p
Kata Kawharu	167a 0r 14p
Te Hahi Kawharu	167a 0r 15p
Pirihira Haneta	87a 0r 28p
Kuti Haneta	87a 0r 28p
Matiu Haneta	87a 0r 28p
Pene Rangiruhia	87a 0r 28p
Rewi Rupine	586
Ratapu Akenetene	68

6.4. Rangitoto Block 3B1:

On 17 June 1911, Ihaka Tekateka sold this block to the Snook brothers: Edwin Nelson Snook, John Herbert Snook and William Lawrence Snook.¹⁴ Consideration was for £130-5-0 at just under 10/- per acre; the

¹⁴ Wn M.B. 17/376, NA, Wgtn; Application for Confirmation of Alienation, dated 17/10/10, between Snook brothers and Ihaka Tekateka, CH 270 15/2/4056, .

Government valuation was set at around 14/- 6d per acre for the whole block. Edward Kenny, Government Valuer, considered that there had been no marked increase in the unimproved value since he made a valuation in 1908. Generally a valuation would tend to increase, but Kenny doubted whether this would be so given the location of the block. In his opinion, he did not believe the whole block was worth more than 6/- per acre. Ihaka was confirmed as possessing sufficient other lands for his use, and payment was subsequently made in conjunction with a payment of Ihaka's interests in Rangitoto Block 4, making a combined total of £205-10-0 for Rangitoto Blocks 3B1 and 4 [see also Chapter 7 (7.1)]. However, the consideration was to increase to £220-17-6 (stated as 5/- per acre), due to an underestimation of acreage owned by Ihaka. This works out, by the consideration of 5/- per acre (for Block 4) and 10/- (for Block 3B1), at around £134 and £86 respectively:¹⁵

Table 6.4a.

Schedule of Ihaka Tekateka other lands (Taranaki/Kenepuru/Takapawharaunga) 16

<u>Land Description</u>	<u>acreage/share(s)</u>
Pariwhakaoho Sec 101	8
Pariwhakaoho Sec 2	1/12 share
Motueka Sec 127	share
Motueka Sec 163	share
Okiwi Sec 19 Sq 91 Sub 1	13 1a 3r 14p
Rangitoto 4	

Table 6.4b.

Schedule of Distribution of Purchase Money for Ihaka.Sale of Rangitoto Block 3 and 4 (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Paid on signing of Transfer Document			
25/8/08	20		
Survey Charges	n.d.	4-17-6 (2d per acre)	
Balance paid to Reg., NLC, to be forwarded to Ihaka			
15/12/11		196	
[No details found noting when payment was forwarded to Ihaka]			220-17-6

6.5. Lot 1 DP 3041 being Part Rangitoto Block 3B1 and Part Rangitoto Block 4B:

In 1940, the State Advances Corporation informed the Commissioner of Crown Lands, Lands and

¹⁵ For Ihaka's lands, see: 'List of Other Lands Owned by Ihaka Tekateka', n.d., CH 270, 15/2/4056; Application for a Confirmation Order of Alienation, dated 1904, between Ihaka and Snook, CH 270 15/2/4055; for payment, see: Letter dated 15/12/11 from Bunny and Ayson, Wgtn, to Reg., NLC, CH 270 15/2/4056, Letter notes respective payments for Rangitoto Blocks 3 and 4 but no breakdown after increase was given. Payment was noted as 7/6 per acre. Block 4 is considerable larger than Block 3, and was sold for 5/- per acre. For payment on signing of transfer see 'Application for Confirmation of Alienation', dated 17/10/10, between Snook brothers and Ihaka (Rangitoto No. 3); Undated File Note entitled '1908-177', noting payments of Blocks 3 and 4, CH 270 15/2/4056.

¹⁶ List of Owners and their respective addresses of D'Urville Island, Ne 55 and 56, B.O.F.; Application for Confirmation Order of Alienation, dated 1904, between Ihaka and Snook, CH 270 15/2/4056; Native Lands Fraud Prevention Act, 1881, And it's Amendment - Form E - Case 398 (including schedule of lands owned and addresses), CH 270 15/2/4040.

Survey, Nelson, that W.L. Snook held a mortgage over 1502a 3r 20p, being Section 3B1, part Lot 2 DP 1455 and Rangitoto 4B, located at the head of Catherine's Cove.¹⁷ The Corporation, as mortgagee in possession, had decided to excise approximately 1,200 acres of poor quality standing bush to the Crown, provided costs of survey and transfer were borne by the Crown. The Crown's policy towards D'Urville Island at this time, was to preserve as much bush as possible, and therefore accepted the transfer of 1075a 1r 13p of bush at a nominal figure of 5/-.¹⁸ Valued in 1941 at £280, the excised land was given the appellation, Lot 1 DP 3041, being Part of Section 3B1 and 4B Rangitoto, and gazetted a Scenic Reserve in 1954 [see Figure 4].¹⁹ The residue became Lot 2 DP 3041, being Part of Section 3B1 and 4B Rangitoto.

6.6. Lot 2 DP 3041 being Part Rangitoto Block 3B1 and Part Rangitoto Block 4B:

The residue of land not sold to the Crown by the S.A.C. [see 6.5. above] was later sold to Nathan Gallery in 1942.²⁰ In 1948, Maori Affairs sought from the CCL of Nelson, an urgent valuation of Lot 2 DP 3041 (containing 426a 0r 07p), for purchase on behalf of Turi and Rangikaupua Elkington, "... primarily as a housing venture and it is hoped that some 350 acres of high country will be sold to the Crown in pursuance of the policy of bush reconversion."²¹ Lot 2 DP 3041 [see Appendix XIII] and Lot 1 DP 3893 (391 acres) [for Lot 1 DP 3893, see Chapter 7 (7.3). For both blocks, see Figure 5], were procured by the Crown in 1948 and 1951 respectively, under the Maori Housing Act 1935, from Nathan Newton Gallery (Lot 2 DP 3041), for £950, and Robert Newton Turner (Lot 1 DP 3893) for £1150.²² Titles for both blocks were held by the MLC, Christchurch, subject to agreements for sale and purchase by Turi and Rangikaupua Elkington.²³ Turi was made an advance of £950 on 29 August 1958, and Rangikaupua was granted an advance of £1,500 on 7 July 1950.

A dwelling on the land was in occupation by Turi Elkington. With financial assistance, Turi's brother, Roma, had built a cottage on the eastern boundary of Catherine's Cove. The Crown hoped that the brothers would come to some satisfactory arrangement for repayment of the debt accumulated by them.²⁴ At one stage the Elkington brothers sought financial assistance for creating a formation of firebreaks as they were surrounded by scenic reserves and were forced to burn off periodically small areas around their buildings. But no such assistance appeared to have been given. The Crown suggested that the sale to the Crown, of some 300 acres at the back of the block, for scenic purposes, would help them.²⁵ In 1963, the Crown made a tentative approach to the Maori Trustee to acquire these lands as scenic reserves but nothing eventuated from these approaches.²⁶ The land was never fully utilised pursuant to the provisions of the Maori Housing Act, and had subsequently reverted to scrub or left in bush long past the stage where it would be suitable for farming purposes. In 1970 the

¹⁷ Memo dated 29/7/40, from Branch Manager, State Advances Corporation of NZ, Nelson, to CCL, L & S, Nelson; Memo dated 10/7/41, from CCL, Nelson, to C.R. Fell, Crown Solicitor, Nelson L & S 13/58.

¹⁸ Memo dated 14/1/41, from CCL, Nelson, to U.S. for Lands, Wgtn; Memo dated 26/3/41 from CCL, Nelson, to S.A.C., Nelson; Memo dated 14/7/41, from CCL, Nelson, to S.A.C., Nelson, L & S 13/58 [see also Chapter 8 (8.10)].

¹⁹ CT 87/222, Land Titles Office, Nelson; Folio entitled 'Schedule', dated 3/9/41; Valuation Slip, dated 29/9/41, for Lot 1 DP 3041; Extract from *N.Z. Gazette* No. 6, 21/1/54, page 95, L & S 13/58.

²⁰ CT 88/117, Land Title Office, Nelson.

²¹ Memo dated 28/5/48, from U.S., MA, Wgtn, to CCL, L & S, Nelson, L & S 13/58 (Part 3).

²² Folio 695, 'Search Form' (2), n.d., regarding Lot 2 DP 3041 and Lot 1 DP 3893, L & S 13/58 (Part 3); see CT's 103/55 (Lot 2 DP 3041) and 110/17 (Lot 1 DP 3893), Land Titles Office, Nelson.

²³ Folio 707A, Memo dated 31/10/63, from Reg., MLC, Chch, to Sec., H.O. L & S 13/58 (Part 3).

²⁴ Folio 663, file note, dated 27/10/59, from Davies, District Field Officer, to CCL, Nelson; Memo dated 22/3/54, from Assist. District Officer, MA, Wgtn, to CCL, Nelson L & S 13/58 (Part 3).

²⁵ Memo dated 22/3/54, from Assist. District Officer, MA, Wgtn, to CCL, Nelson, L & S 13/58 (Part 3).

²⁶ Memo dated 26/9/63, from CCL, Nelson, to Maori Trustee, Wgtn, L & S 13/58 (Part 3).

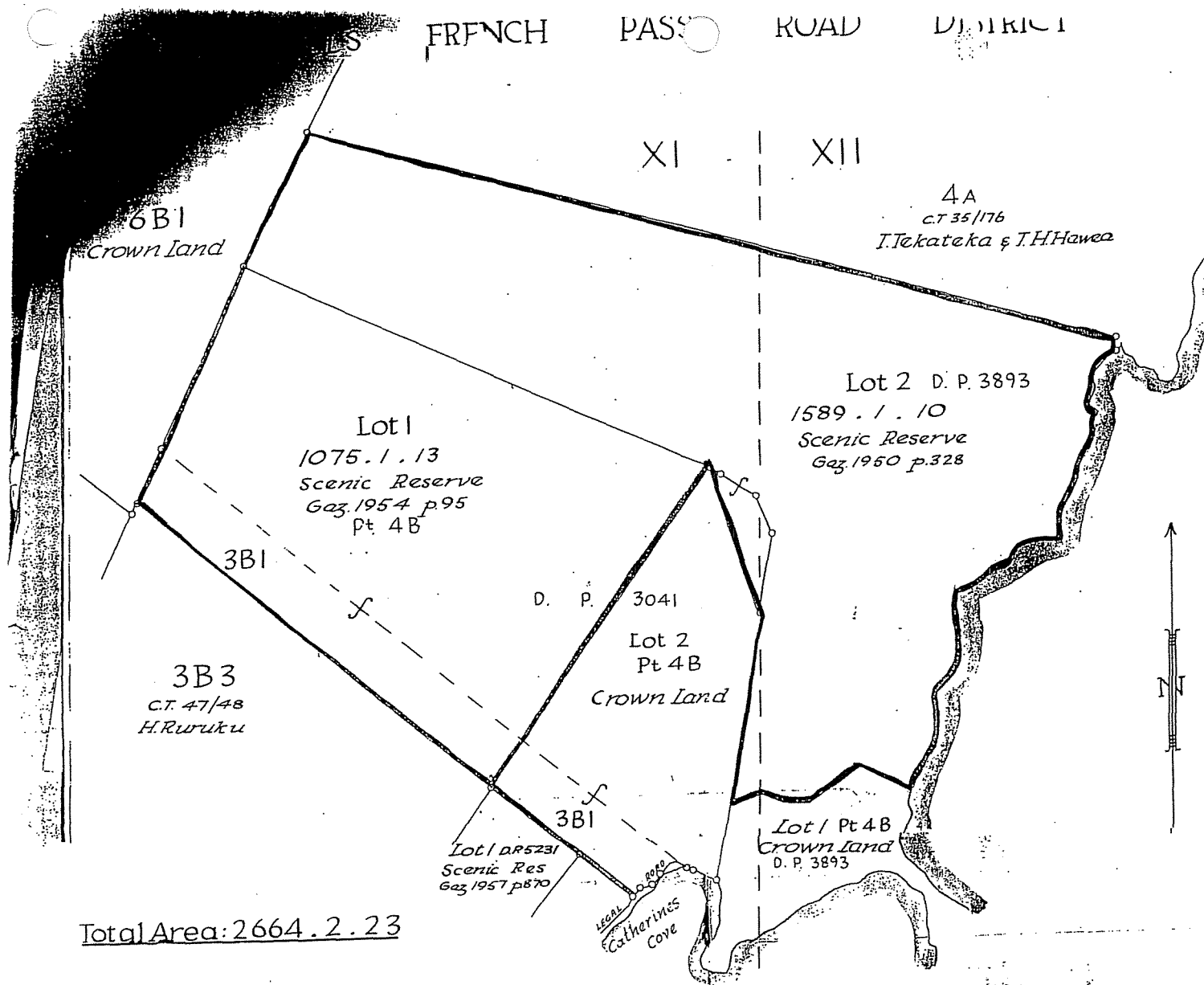


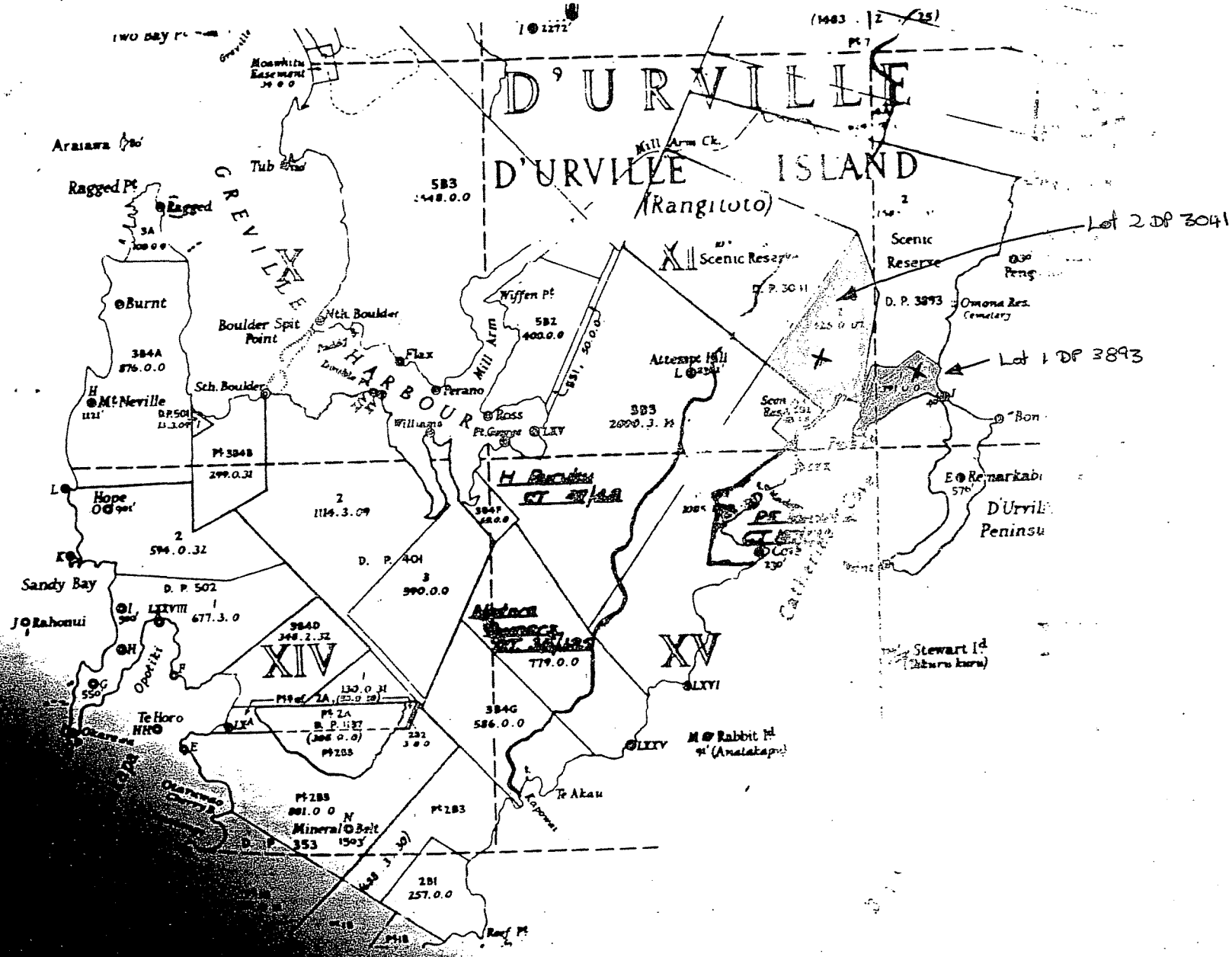
FIGURE 4

65

Plan of
Pt. D'Urville Island Scenic Res.
being Lot 1 D.P. 3041 being Pt. 4B & Pt. 3B1 & Lot 2 D.P. 3893 being Pt. 4B
Rangitoto Blks XI & XII D'Urville S.D.
Scale: 20 chains to an inch
SR41A
DP3041 & 3893

2500 N

2250 N



FIGURES

[Source = LS13/38 (P13) - 1010 707A - memo dated 21/10/63, from leg. Arch to Sec, M.O. map attached]

property was worth \$1575 or \$4.20 an acre.²⁷ Transfer of this block, to Turi Elkington for \$1648.19, was completed in 1975 (although there appears some discrepancy about the exact date of purchase). The memorials relating to Maori Housing were removed and the land deemed General Land [see Appendix XIV].²⁸

Turi Elkington approached L & S, Nelson, in 1970, for a possible exchange of interests. He wanted 1 acre of Rangitoto Block 3B2 (being an old school site with building [see Figure 6]) situated on scenic reserve in Catherine's Cove, for grazing purposes. In exchange he would relinquish his just completed purchase from Maori Affairs, of 300 acres of part of Lot 2 DP 3041, which the Crown had been interested in purchasing in 1963.²⁹ The one acre section for possible exchange was valued, in 1970, at \$3595. The history of this section goes back to 1953, when L & S were approached by the Wellington Education Board looking for a suitable school site on D'Urville.³⁰ A site was found within the confines of the scenic reserve on part Rangitoto Block 3B2. L & S sympathised with the fact that there was no other school situated on the island and that there was no possibility of arranging correspondence school, with the result that the children had to find schooling on the mainland. It therefore acquiesced to siting the school (on skids) on part of the scenic reserve for as long as the Board required it. In its deliberation over Turi's proposal, the Crown was persuaded that the exchange was not a viable option. The one acre had excellent access to the beach and it was felt Elkington would use the land as a bach site rather than for grazing purposes. As the valuations indicated, there was a substantial sum in favour of the Crown although Turi intimated that he would be prepared to meet some 'Equality of Exchange'. The Crown felt though, that if the exchange did not go through it could still offer the school site for sale on the open market. However, it also felt that Turi's land would still make a large addition to the scenic reserves surrounding it.³¹

In their monthly Board meeting of August 1970, the Croiselles-French Pass-D'Urville Island Reserves Board (administrator of scenic reserves on the island) looked into the matter of this exchange.³² There was discussion as to a conversation that had taken place between a Mrs Hippolite and a Mr Arres, in which Mrs Hippolite had felt that some of the former Maori land on the island should be handed back. The Board concurred that this had some merit but also agreed that Turi Elkington should not have the old school site as it was felt that it was solely for his personal use and benefit. The Chairman mentioned that it would be better to retain the site and building for the general use of the public rather than solely for Maori. But, on the other hand, it was also felt that efforts should be made to acquire Elkington's bush areas offered in exchange. The acquisition of these bush areas, however, did not come into fruition. The school building was transferred to L & S for 'nil book value' in 1973, and retained for future use by the Marlborough Sounds Maritime Park Board, when it took over the administration of the island's reserves.³³

In 1980, Turi Elkington sought to sell 172 hectares at Catherine's Cove for around \$80,000. The Crown realised the desirability of the property as a highly suitable site for active and passive recreation

²⁷ Rural Valuation Report, dated 17/7/70, regarding Part Lot 2 DP 3041 Pat Sec Rangitoto 4B; Rural Valuation Report, dated 17/7/70, regarding Part Rangitoto 3B2, L & S 13/58 (Part 4).

²⁸ Memo dated 10/9/90 from Regional Solicitor, D.O.C., Nelson, RES 151, D.O.C., Nelson, the memo quotes a figure of \$1648.19. This may in fact be in pounds rather than decimal currency. The memo also notes that purchase was completed in 1958, yet the CT (103/55), notes the transfer was completed in 1975, although this may be the date of when Title was legalised.

²⁹ Memo dated 20/1/70, from CCL, Nelson, to District Field Officer, Nelson, L & S 13/58 (Part 4).

³⁰ Memo dated 27/5/53, from CCL, Nelson, to D.G. of Lands, Wgtn; Memo dated 8/6/53, from D.G., Wgtn, to CCL, Nelson, L & S 4/538 (Part 1).

³¹ Memo dated 9/7/70, from Field Officer, to CCL, Nelson L & S 13/58 (Part 4).

³² Folio 965, Croiselles-French Pass-D'Urville Island Reserves Board Meeting, dated 5/8/70, L & S 13/58 (Part 4).

³³ Memo dated 17/7/73, from CCL, Nelson, to H.O., Wgtn; jurisdiction of M.S.M.P.B., see *N.Z. Gazette* 1973, pages 8-22, RES 8/8, M.S.M.P. - D'Urville Island S.R. [1972-96].

68
485
FIGURE 6

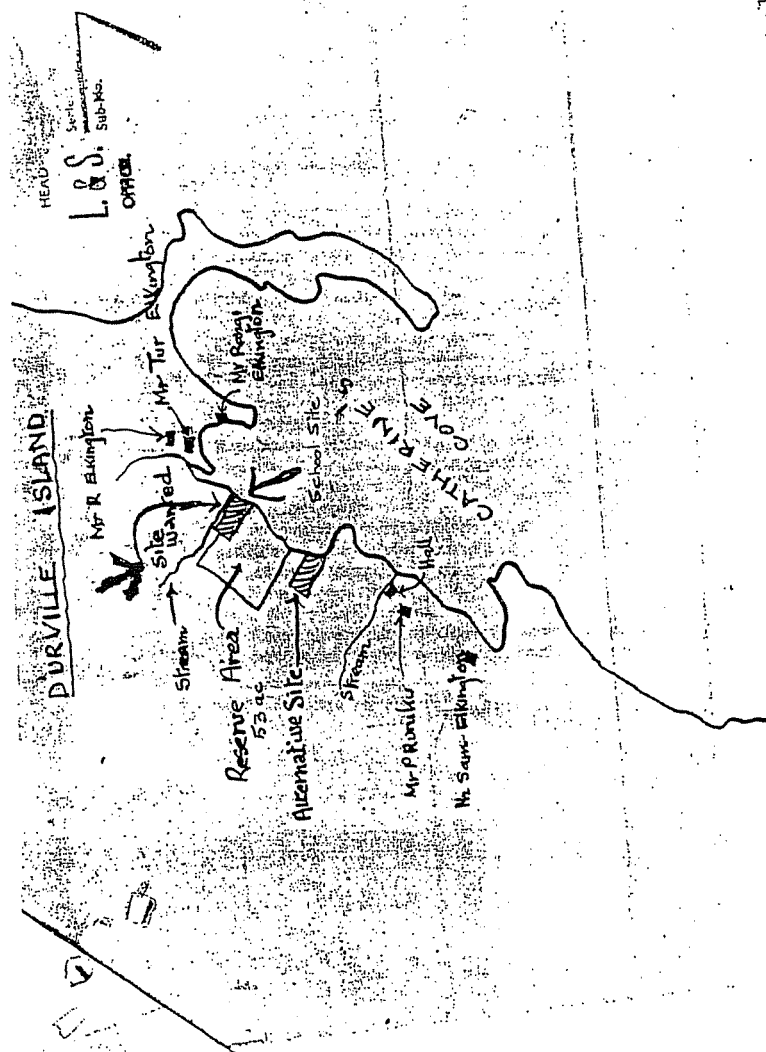


Figure 6
Source: L.S. 4/533. memo dated 27/5/53 from CCH, Nelson to D.G. Neph. - location map attached.

activities. But its location and the fact that access was by boat only, counted against purchase by the Crown.³⁴ Turi eventually sold 170.3913 hectares (with new appellation Lot 2 DP 11246 (formerly Lot 1 DP 11221) in 1982, to Ian Geoffrey Wilson, his wife, Annette Lynn Wilson and Kelvin Charles Stratford, for \$82,500.³⁵ Lot 1 DP 11246, consisting of 1.8561 hectares remains in Maori ownership [see Appendix XV].³⁶

The Marlborough County Council, in 1982, vested DP 11221 as a Local Purpose Reserve, designated as Lot 2 DP 11221 (being part Lot 2 DP 3041), comprising 0.1663 hectares.³⁷

6.7. Rangitoto Block 3B2:

From the turn of the century the potential of Catherine's Cove as an area of high scenic value had been appreciated and recognised as a frequent stopover for 'tourists'. In August 1910, the CCL of Nelson, advised the Under Secretary of L & S, that the reservation of part of Catherine's Cove was urgently required as felling was eminent.³⁸ The acquisition was formally approved by the Scenery Preservation Board at its meeting on 27 February 1911.³⁹

The Crown instructed to the Public Works department, in 1912, to proceed with the taking of Part Rangitoto Block 1B [see Chapter 4 (4.5)], and 53 acres being part Rangitoto Block 3B2, known as Section 21, under the Public Works Act, 1908, Scenery Preservation Act, 1908, and the Scenery Preservation Amendment Act, 1910. Unlike Section 20 (Part Rangitoto Block 1B), there were no protracted discussions. The land was considered of better quality but not so 'warmly or well situated', and subject to a lease to Richard Woodman. A Notice was sent to Turi sometime in December 1912 to January 1913, advising of land to be taken..⁴⁰ Turi wrote back asking what particular land Section 21 referred to and could plans be forwarded for his perusal. Unfortunately, no other correspondence could be located as to the response of Turi's request, although a further letter was forwarded to him in September that year, with an offer of £106 as compensation, to both lessor and lessee (Richard Woodman), for the taking of Part Rangitoto Block 3B2, upon his approval.⁴¹ The Cove was considered at that time to be worth around 10/- to 15/- per acre. Richard Woodman asked in return, for reducing the amount of compensation, that the Public Works Department fence the reserve. The Department acquiesced and found in favour of Woodman the sum of £10 compensation, to be taken out of the £106 payable. Turi's consent was sought and given at a NLC hearing on 9 October 1913, confirming compensation of £96 for land taken with Woodman to receive his share of £10 as lessee.⁴²

Section 21 (surface only [see Appendix XVI]) was declared taken for scenic purposes under proclamation dated 20 February 1913 [see Figure 7]. The subsoil was to remain in Pene Turi Ruruku's name, although title for this was not issued until 1972.⁴³ In 1919, survey liens over Block 3B2 and amounting to £52-

³⁴ Memo dated 5/2/80, from CCL, Nelson, to CCL, Blenheim, MP 30 (MAR:05) Vol 2, Marlborough Sounds Maritime Park Board D'Urville Island: General Administration, D.O.C., Nelson.

³⁵ CT 6C/1024, Land Titles Office, Nelson; Memo dated 10/9/90, from Reg. Sol., D.O.C., Nelson, RES 151.

³⁶ CT 6C/1023, Land Titles Office, Nelson.

³⁷ CT 6C/990, Land Titles Office, Nelson

³⁸ Copy of Memo dated 24/8/10, from CCL, Nelson, to U.S. for Lands, Wgtn. Map of proposed reservation attached; Copy of Memo dated 13/2/11, from CCL, Nelson, to U.S., TOW:102.

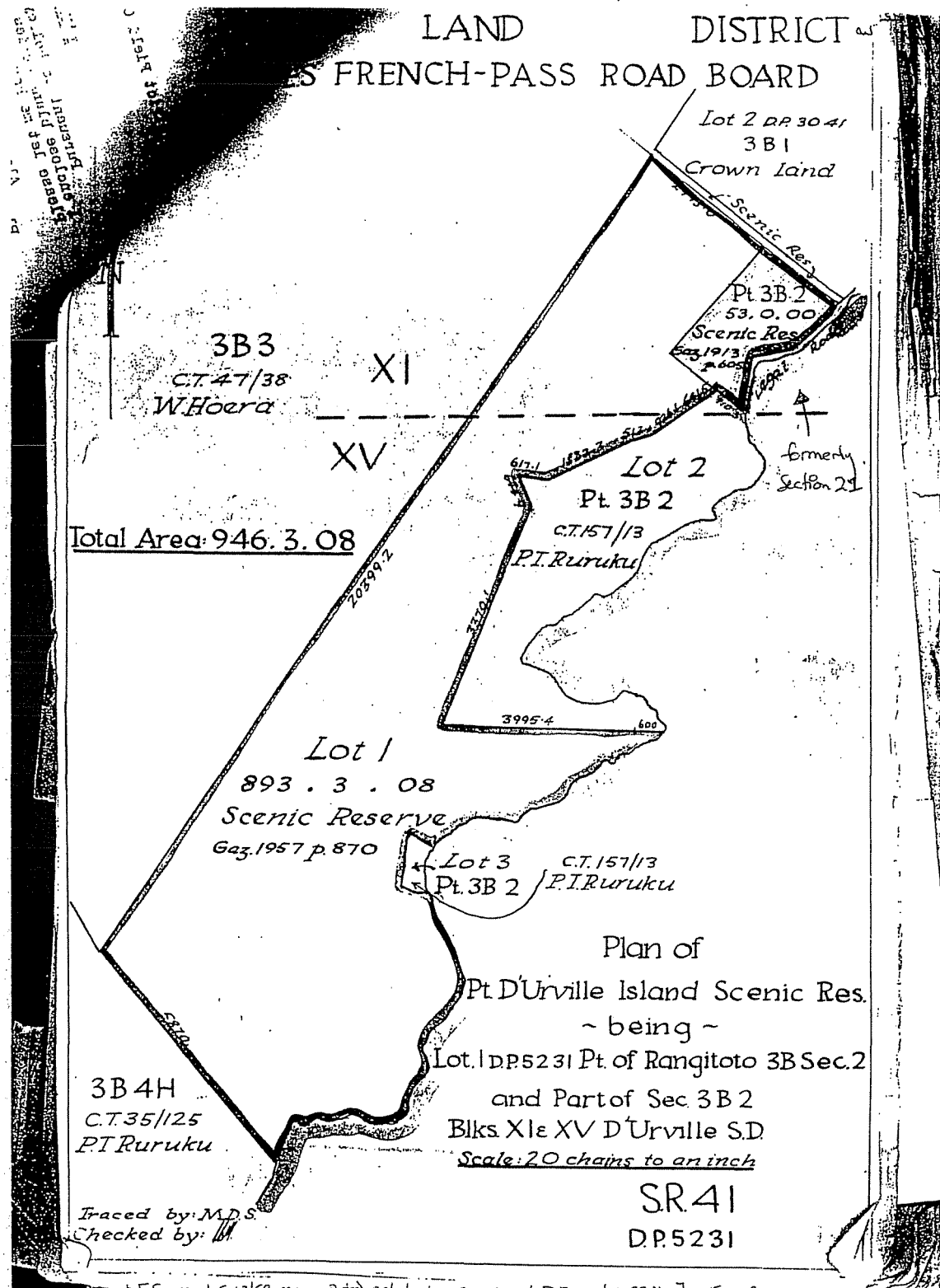
³⁹ Copy of memo dated 14/5/12, from U.S., to CCL., Nelson, TOW:102.

⁴⁰ Letter dated 30/1/13, from Turi Ruruku, Port Waikato, to Min. of P.W.; Letter dated 28/2/13 from Turi Ruruku, to U.S., P.W., Wgtn (enclosing Notice received by him), W 1 52/14, no specific date given to notice sent, but his reply in January, indicates that Notice was sent to him around December 1912 to January 1913; Memo dated 1/9/13, from Assist. U.S., P.W., Wgtn, to U.S., L & S, Wgtn. W 1 52/14

⁴¹ Letter dated 25/9/13, from Assist. U.S., P.W., Wgtn, to Turi Ruruku, Port Waikato, W 1 52/14; Ne M.B. 7/229.

⁴² Ne M.B. 7/228-229.

⁴³ Ibid; Extract from *NZ Gazette*, 20 February 1913, page 605; CT 3D/780, Land Titles Office, Nelson.



3-4 plus interest of £35-4-11 were finally paid in 1924.⁴⁴ In 1940, 4 a 2r 0p was taken from Section 21, for a
 ad.45

On 9 August 1934, Turi applied to the NLC, Nelson, for a confirmation of agreement to lease 30 acres under the Small Farms Act, 1932, to the Minister of Lands for a renewable period of ten years from 1 July 1934. The Act was to make provision in relief of unemployment for the settlement of 'Approved' persons on small farms.⁴⁶ The land, with a mortgage to the Native Trustee, was valued by a Field Supervisor at £3 per acre, and an annual rental of £10 was set with rates to be paid by the lessor. Rights of renewal were set at 'like' terms of the first lease with rental set at 5% of the capital value less improvements effected by the lessee. J.R. Elkington settled on the land under the Small Farms scheme but abandoned the property around 1944 leaving an outstanding account of £270-19-[78?] [for disposal of improvements, see 6.8. below].

A lease over 250 acres to Wetekia Elkington was confirmed on 30 June 1936.⁴⁷ The term was for 21 years from 1 January 1935 at an annual rental of £30, with costs of any fencing to be met by both owner and lessee and a right of removal of buildings by the lessee. In 1922, Block 3B2 was valued at £2290 (ca1085 acres). Consent was sought by the Native Trustee as first mortgagor with rentals to be paid to the Native Trustee under Section 281 of the Native Trustee Act 1931, which would appropriate funds towards interest owed under Turi's mortgage. But, by 1940, Wetekia had relinquished the lease. Eight years later, Pene Turi Ruruku became sole successor to Turi Ruruku.⁴⁸

6.8. Lot 1 DP 5231 being Part Rangitoto Block 3B2:

Part Rangitoto Block 3B2, comprising 893a 3r 8p (with new appellation Lot 1 DP 5231), was sold to the Crown for scenic purposes in 1956 [see Figure 7 and Appendix XVII]. The purchase was in effect a result of the Maori Trustee seeking to reconstruct Pene's mortgage.⁴⁹ The Trustee had suggested the acquisition of some 1000 acres for scenic purposes, while Ruruku, himself, was interested in retaining a coastal strip of about 200 acres. The purchase of Lot 1 DP 5231 was to involve the exchange of a house owned by the Crown but located on land being leased from Turi Ruruku [see 6.7. above]. The Crown had sought to dispose of a house and fencing located on the block, but found that Pene wished to retain the dwelling for accommodation, thus the disposal of the building in situ was very much to the Crown's advantage. Rather than incurring the cost of relocating the dwelling and fences erected, the Crown would procure Lot 1 DP 5231 at 15/- per acre for scenic reserve, and sell the dwelling to Pene for £300 (the property was worth around 20/- per acre in 1938, but had fallen to 15/- in 1954 on the account of the high reversion factor of the land). The consideration was £690, less £300, leaving £390 to be paid.

The residue of Rangitoto Block 3B2 (excluding the 53 acre subsoil), became Lots 2 (189a 1r 0p) and 3 (5a 1r 20p) DP 5231 [see Figure 7 and Appendix XVIII]. This new title contained an additional 3 acres,

⁴⁴ Copy of letter dated 24/6/19, from C.S., L & S, Nelson, to D.L.R., Nelson, paper of lien releases attached, L & S 11/136 (Vol 1) Europeanising of Maori Land, 1968-73, D.O.S.L.I., Nelson; Memo dated 17/10/14, from Reg., NLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 1).

⁴⁵ Extract from NZ Gazette No. 99, 19/9/40.

⁴⁶ Ne M.B. 9/255; Wn M.B. 29/269-270; Copy of Submission entitled 'Purchase of Land and Disposal of Improvements - D'Urville Island, Case No. R40', n.d., TOW:102.

⁴⁷ Wn M.B. 28/348.

⁴⁸ CT 50/261, Land Titles Office, Nelson

⁴⁹ Copy of submission entitled 'Purchase of Land and Disposal of Improvements - D'Urville Island', Case No. R40, n.d.; File Note, dated 24/9/92, from Jack Hayward, D.O.C., Nelson, TOW:102; CT 134/63, Land Tiles Office, Nelson.

introduced by new surveys.⁵⁰ In 1973, 5a 2r 23p was taken from the above reserve for road and vested in the Marlborough County Council.⁵¹

In 1955, R. Connolly, owner of Rangitoto Block 3B4G, offered 200 acres of bush in exchange for 100 acres of Lot 1 DP 5231 being Part Rangitoto Block 3B2.⁵² Connolly had tried for over ten years to lease the land from the former owner, Turi Ruruku, without success.⁵³ L & S were not wholly convinced of Connolly's intentions. Although he had the backing of the local branch of the Federated Farmers, the Crown believed he was seeking an exchange for speculative purposes. The Croiselles-French Pass Road Board was of the opinion that there would be a demand for industrial and commercial sites in the locality and pressed for refusal of exchange. The Crown was also of the opinion that the land in Block 3B2 was of such a regenerative progress that the area should be kept as a scenic reserve.⁵⁴ Connolly was advised in June 1956, that the exchange was disallowed but that the Crown was interested in procuring his bush areas on Block 3B4G for scenic purposes. No reply was forthwith. Connolly's widow eventually sold out to Gordon Webber, French Pass, in 1971.⁵⁵

On 14 August, 1986, Jim Elkington on behalf of Ngati Koata, met Owen Norrish of the Department of Conversation, Blenheim, to discuss the possible acquisition of the scenic reserve over Lot 1 DP 5231.⁵⁶ The purpose of acquisition was for the erection of an accommodation base to give the iwi flexibility in their drive to develop and promote tourism. Norrish explained the obvious difficulties in returning land once it has been reserved but would look into the matter. Nothing seems to have eventuated from Jim's proposal.

6.9. Lot 2 DP 5231 being Part Rangitoto Block 3B2:

On 9 October 1962, Pene Turi Ruruku sought confirmation for sale of Lot 1 DP 6523 (Part Lot 2 DP 5231), to Brook Investments Ltd.⁵⁷ The total area to be alienated was 14 acres and purchase price sought was £900, plus survey costs and vendor's legal costs to a maximum of £20.⁵⁸ Charles John Harley of Nelson, Solicitor and Director of Brook Investments Ltd, a limited liability Company of European shareholders, was seeking to procure the land in order to erect a weekend cottage for the use of himself and his family. He did not intend to run any stock or grow any crops.⁵⁹ Pene intended to procure a house with the proceeds.⁶⁰ The Court decided that alienation was to be confirmed after ascertaining that Pene had sufficient other lands, with payment to be forwarded to the vendor's solicitors. A further hearing at Otaki, on 9 April 1963, saw, upon survey, an

⁵⁰ NZ Gazette Notice 4/4/57, No. 27, page 570; CT 157/13; Transfer 54915 document, Land Titles Office, Nelson; Letter dated 19/8/71, from C.S., Nelson, to Reg., MLC, Chch, L & S 11/136; 'Alteration to be Noted' form, dated 23/3/56, noting new appellations and areas, L & S 20/2 (Part 2).

⁵¹ NZ Gazette Notice 153981, Land Titles Office, Nelson

⁵² Copy of letter dated 7/2/55 from R. Connolly, Kapowai Bay, D'Urville Island, to T. Shand, M.P.; Land Settlement Board, H.O. Committee - Application for Exchange of Land, Case No. 56/363 (includes map of proposed exchanged), n.d., L & S 4/538 (Part 1).

⁵³ Letter dated 13/2/56, from Connolly, to Min. of Lands, L & S 4/538 (Part 1).

⁵⁴ Memo dated 21/12/55 from CCL, Nelson, to D.G., Wgtn; Letter dated 2/3/56 from Gordon Webber, Hon. Sec., Federated Farmers, French Pass Branch, to Min. of Lands, L & S 4/538 (Part 1).

⁵⁵ CT 35/293, Land Titles Office, Nelson

⁵⁶ Folio 1177, Memo dated 14/8/86, from CCL, Blenheim, to CCL, Nelson; enclosing notes on a meeting between Jim Elkington and Owen Norrish, L & S 13/58 (Part 5).

⁵⁷ Wn M.B. 43/73.

⁵⁸ 'Application for Confirmation of Alienation', dated 14/8/62, between Pene Ruruku and Brook Investments; 'Notice of Alienation', dated 23/10/62, between Ruruku and Brook Investments, CH 270 15/2/1898/1, Rangitoto Blks XI and XV Part Section 3B and Section 2 (Part Lot 2 DP 5231), NA, Chch; Folio 425 and 438, 'Notice of Alienation for Part Lot 2 DP 5231', L & S 20/13.

⁵⁹ MLC Order, dated 10/8/62 from Charles John Harley, CH 270, 15/2/1898/1.

⁶⁰ Wn M.B. 43/73.

amendment in acreage to 16 1/2 acres.⁶¹ Confirmation was conditional on a fencing covenant, which was duly execution by the alienee:

Table 6.9a

Schedule of Pene Ruruku's other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
South Island Tenths	
Oruapuputa 4B	25p
Oruapuputa 4B	1r 10p
Rangitoto 3B2	1085a 2r 2p
Rangitoto 3B3	285a 1r 31p

Table 6.9b.

Schedule of Lands held by Pene, but not yet Succeeded to

<u>Land Description</u>	<u>acreage/share(s)</u>
Rangitoto 10A	52a 2r 0p (3/4 share)
Rangitoto 8B1	65a 3r 14p
Rangitoto 8B3	371a 3r 27p (99/160 share)
Rangitoto 8B5	2r (1/29 share)
Rangitoto 5B1	50

An application for confirmation for sale of Lot 1 DP 6674 (Part Lot 2 DP 5231), 52a 3r 0p, was submitted at a Maori Land Court hearing, Wellington, on 10 June 1964, between Pene Ruruku and Charles Harley.⁶² The price was considered very generous: £2250 (plus survey costs and vendor's legal expenses), against a Special Government valuation of £950. The land adjoined a steep bush covered section on which the Company had already acquired for erection of a family cottage [see above]. Harley did not intend to run any stock or grow any crops on it.⁶³ Confirmation was given, with the agreement of the Board of Maori Affairs in August 1964, and transfer of the purchase money was paid through a trust account of Messrs Fletcher and Moore, Solicitor.⁶⁴

Two years later on 28 January 1966, Pene Ruruku applied to the Court for an application for confirmation for sale of Lot 1 DP 6977 (Part Lot 2 DP 5231), comprising 10 a 0r 23p, to Trevor Proctor

⁶¹ Otaki M.B. 70/85-86, cited in Ne M.B. 12/177; CT 1B/651, Land Titles Office, Nelson; for Pene's other lands, see: 'Schedule of Other Lands Owned by Maori Vendors or Lessors', dated 15/12/65, regarding Pene Ruruku, CH 270 15/2/1042/1, Part Rangitoto 3B Section 2, NA, Chch.

⁶² Wn M.B.43/307; 'Application for Confirmation Order', dated 25/5/64, between Ruruku and Brook Investments, CH 270 15/2/1898/3, Rangitoto Blks XI and XV, Part Sec. 3B and Sec. 2 (Part Lot 2 DP 5231), NA, Chch; 'Alienation Notice', n.d. between Ruruku and Brook Investments; 'Application for Confirmation of Order', dated 20/2/64, between Ruruku and Brook Investments, CH 270 15/2/1898/2, Rangitoto Blks XI and XV, Part Sec. 3B and Sec. 2 (Part Lot 2 DP 5231); Folio 454, 'Notice of Alienation', for Part Lot 2 DP 5231, consent given by B.M.A. of Maori Trustee on 21/8/64, L & S 20/13.

⁶³ MLC Order, dated 21/2/64 from Charles John Harley, CH 270 15/2/1898/2.

⁶⁴ 'Alienation Notice', n.d., between Ruruku and Brook Investments, CH 270 15/2/1898/2; CT 1D/1052, Residue of Lot 2 DP 5231, comprising, more or less, 121 acres, contained in CT 2A/1395, Land Titles Office, Nelson.

Morris, Chatham Islands, for the consideration of £2,100.⁶⁵ Morris was purchasing the section for the erection of a holiday cottage for the use of his family.⁶⁶ The agreement for sale was confirmed, with the consent of the Maori Land Board in April 1966, and the purchase money was paid to the vendor through his solicitors.⁶⁷

6.10. Lot 3 DP 5231 being Part Rangitoto Block 3B2:

At a MLC hearing at Nelson on 29 August 1961, and a further hearing on 5 April 1962, confirmation was given for Pene Turi Ruruku to sell Lot 3 DP 5231, comprising 5a 1r 20p, to M.L.K.Findlay for a consideration of £130.⁶⁸

6.11. Rangitoto Block 3B3:

The block was subject to a 60 year lease, originally to Richard Woodman, to expire in May 1962 [see 6.1. above]. In September, 1913, Woodman agreed to sell the lease to one J.A.F.Johnson, who in turn onsold to his brother, Louis Sydney Johnson. Louis, a returned soldier, successfully applied to the Government for financial assistance. However, the Crown Solicitor refused to give title owing to the plan on the lease being different from the plan on the title and, as a consequent, maintained that part of the land in the lease was not included in the title. As a result, the loan was withheld pending completion of title until a solution was found.⁶⁹ The difficulty was overcome by arranging for Woodman to surrender his lease over Block 3B3, and for L.S.Johnson to accept a lease direct from the owners for the unexpired portion of the term, upon the same conditions as the head lease. This arrangement was formally instituted at a NLC hearing, Christchurch, on 15 May 1921. Rental was confirmed at 4d per acre until May 1930, 5d for the next ten years, and 6d per acre for the remaining 22 years, with the lessee to pay all rates and outgoings.⁷⁰

A number of successions occurred around the 1940s and 1950s:⁷¹

Table 6.11a.

Successors of Hoera te Ruruku, Rangitoto Block 3B3 (sometime after 1940)

<u>Successors</u>	<u>acreage allocated</u>
Wetekia Hoera te Ruruku Elkington	285a 1r 31p
Turi Ruruku	285a 1r 31p
Waiehu Ruruku (Hirini)	285a 1r 31p

⁶⁵ S.I.M.B. 41/244; 'Alienation Notice', dated 12/5/66, between Ruruku and Morris, CH 270 15/2/1042/1; Copy of letter dated 19/8/71, from C.S., L & S, Nelson, to Reg., NLC, Chch (paper outlining alienation of Rangitoto 3B2 attached), TOW:102; Folio 471, 'Alienation Notice' for Lot 1 DP 6977, consent given by B.M.A. or Maori Trustee on 4/4/66, L & S 20/13.

⁶⁶ 'Declaration in Support of Alienation for Confirmation', dated 30/12/65, from Morris, CH 270 15/2/1042/1.

⁶⁷ CT 2A/449 issued for Lot 1 DP 6977. The residue of 110a 3r 17p was contained in CT 2B/450, which remains in Maori ownership, Land Titles Office, Nelson.

⁶⁸ Ne M.B. 12/109; Otaki M.B. 69/239; Copy of letter dated 19/8/71 from C.S., L & S, Nelson, to Reg., MLC, Chch, TOW:102; CT 157/13, CT 1B/95, Land Titles Office, Nelson.

⁶⁹ Letter dated 9/5/21, from E.P.Bunny, Barr and Sol, Wgtn, to President, S.I.D.M.L.B., Wgtn, CH 270 15/2/1515.

⁷⁰ Memo of Lease dated 29/1/21 between Johnson and Hoera te Ruruku and Wetekia Hoera te Ruruku, CH 270 15/2/1515.

⁷¹ 'Particulars of Title of Owners' dated 18/4/40, regarding Rangitoto 3B3. No date of when Hoera's interests were succeeded to CH 270 15/2/1197, Rangitoto 3B3, NA, Chch.

After a long illness, Wetekia, who had passed away in 1957, was succeeded to:⁷²

Table 6.11b.

Successors to Wetekia Hoera te Ruruku, Rangitoto Block 3B3 (some time after 1957)

Successors	Address	share allocated
James Rongotau Elkington	Temple View, Hamilton	1/10
Pare Hauraki Pauline Selwyn	Stoke	1/10
Ruihi Takuna Warren	Stoke	1/10
Maria Tuo Hippolite	Nelson	1/10
Ruruku Elkington	Blenheim	1/10
Turi Elkington	French Pass	1/10
Rangikaupua Elkington	Nelson	1/10
Roma Elkington	Temple View, Hamilton	1/10
Angus Elkington	Porirua	1/10
Whanau Tupaea	Hawaii	1/10

Waiehu's interests, date of death unknown, were also succeeded to:⁷³

Table 6.11c.

Successors to Waiehu Ruruku and Turi Ruruku, Rangitoto Block 3B3 (n.d.)

Name of Owner	Successor(s) appointed	acreage allocated
Waiehu Ruruku	Hiritanaga Hirini	28.54438
	John Hirini	28.54438
	Lena Hirini	28.54437
	Kararaina Hirini	28.54437
	Noema Hirini	28.54437
	Nuki Hirini	28.54437
	Star Hirini	28.54438
	Te Aroha Hirini	28.54438
	Te Paea Hirini	28.54438
Turi Ruruku	Pene Turi Ruruku	285a 1r 13p

On 26 April 1940, Wetekia Hoera te Ruruku applied to the MLC, Wellington, for a confirmation of a mortgage to the S.A.C. affecting her undivided interests in Block 3B3, in order to procure Johnson's lease.⁷⁴ Johnson had a lease over the land until 1962 but had mortgaged his lease to the S.A.C. Wetekia sought to procure the lease from the S.A.C as mortgagee together with stock and chattels. There was approximately £874 owing to the Corporation. The purpose of the mortgage was to secure the purchase money. The S.A.C. approved a mortgage of £400 to be repaid on half yearly instalments, with stock to be held as security. The Court confirmed the mortgage subject to the Native Minister's consent under Section 296 of the Native Land act, 1931, which was subsequently given in November, 1940.⁷⁵

An inspection of the block in 1957, revealed that the land, considered unsuitable for farming, consisted

⁷² 'Schedule of Ownership Orders' for Rangitoto 3B3, B.I.F. 129; Memo dated 16/4/64, from Reg., [MLC], to CCL, Nelson, CH 270 15/2/1515.

⁷³ Schedule of Ownership Orders for Rangitoto 3B3, B.I.F.129. Acreage is 29 less than what Waiehu succeeded to. The original usccession order would need to be tracked down to account for this anomaly.

⁷⁴ Wn M.B. 32/154, 32/296-197.

⁷⁵ Form Letter dated 11/11/40 from Reg., D.M.L.B., Wgtn, to Knapp, Nelson, CH 270 15/2/1197.

of steep hills with some birch on the high ridge which had mostly reverted to scrub, manuka and gorse as a result of poor farming methods.⁷⁶ The Crown was interested in procuring parts or all of the block for scenic purposes leaving 60 acres adjoining Greville Harbour for the owners. At one time Pene Turi Ruruku had offered to sell his interests to reduce his mortgage with the Maori Trustee, for 10/- per acre. The inspection recommended that the area should not be sold for under £1 per acre, pointing out that Pene Turi Ruruku had sold his interests in adjoining land (Lot 1 DP 5231, being Part Rangitoto Block 3B2 [see 6.8. above]), for 15/- per acre and would have been foolish to sell his interests for less than that. The Crown was unsure whether Pene still wished to sell. L & S suggested that if he did, then the purchase money be retained for reduction of his mortgage on Block 3B2. The Maori Trustee was acting for five minors of Waiehu's interests and was not willing to sell their interests for 10/- per acre. It was felt that an application be submitted to the Board of Maori Affairs to approve of negotiations being entered into by way of a constituted meeting of owners. The Crown agreed and was prepared to purchase on the basis of a nominal figure of £1 per acre.⁷⁷ An approach was made to the respective interests in this land. However, the Elkington family objected to any sale of their interests as they sought to utilise the land as a potential farming unit, and added that it was the only significant piece of family land left to them.⁷⁸

The Crown made another approach to the Elkington family in 1961. The land was valued at £750 with no improvements on the property.⁷⁹ There were 12 owners of the land of whom the Maori Trustee represented three (Wetekia's interests not yet succeeded to). Four replied that they were willing to sell at government valuation, but no replies were received from the other owners who held the biggest balance of interests.⁸⁰ The CCL questioned the merits of pursuing acquisition believing, firstly, that the £1000 or so needed to procure the property could be expended elsewhere, especially as the Crown already possessed a large amount of scenic reserves on the island. It was also suggested that the owners placed too high a value on the land on account of the presence of serpentine deposits, although the value of them was doubtful considering the more easily accessible and extensive deposits on the mainland. Further approaches were therefore held in abeyance.⁸¹

One last approach to the owners occurred in 1964.⁸² The District Officer of MA, Christchurch, advised, upon the replies he received, that the majority of owners were opposed to the sale:⁸³

Table 6.11d.

Those who oppose sale

<u>Name of Owner</u>	<u>share</u>
Maria Tuo Hippolite	142.95
Turi Elkington	142.95
Hemi Rongotea Elkington	142.95
Ruruku Elkington	142.95

⁷⁶ Memo dated 25/10/57, from Field Supervisor, Wgtn, to District Officer, MA, Wgtn, CH 270 15/2/1515.

⁷⁷ Memo dated 13/12/57, from H.O., MA, Wgtn, to D.O., MA, Wgtn, CH 270 15/2/1515.

⁷⁸ Letter dated 17/2/58, from Pauline Selwyn, Stoke, to MA, Wgtn; Letter dated 26/3/58, from Pauline Selwyn, to Maori Trustee, Wgtn, CH 270 15/2/1515.

⁷⁹ Letter dated 23/6/61 from Reg., Chch, to Wetekia Elkington, Nelson, CH 270 15/2/1515.

⁸⁰ Memo dated 11/10/61 from District Officer, Chch, to H.O., MA, Wgtn, CH 270 15/2/1515.

⁸¹ Memo dated 6/12/61 from D.G., L & S, Wgtn, to Sec., MA, Wgtn, CH 270 15/2/1515; Folio 705, Memo dated 8/10/63 from Sec., MA, Wgtn, to CCL, Nelson, L & S 13/58 (Part 3) .

⁸² Letter dated 20/1/64, from District Officer, MA, Chch, to M.P.Hippolite, CH 270 15/2/1515.

⁸³ Memo dated 10/6/64, from District Officer, MA< Chch, to CCL, Nelson, CH 270 15/1/1515.

Table 6.11d.cont:

<u>Name of Owner</u>	<u>share</u>
Pauline Selwyn	142.95
Roma Elkington	<u>142.95</u>
	858.00

Table 6.11e.Those in favour of sale

<u>Name of Owner</u>	<u>share</u>
Pene Ruruk	185.44375
Miss Noema Hirini	28.54438
Kathleen Hirini	28.54438
Te Paea Hirini	28.54438
Karairana Hirini	<u>28.54438</u>
	399.62127

It was clear that the majority of owners did not wish to sell, consequently negotiations were called off. Although a majority of the owners were not keen on the idea of selling, some were not necessarily adverse to the idea. Indeed Turi Elkington sought an exchange of his interests in Rangitoto Block 3B3 for a portion of Block 3B2 on the sea front at Callippe Bay (about 5 acres). But the Crown was unable to pursue this motion as Wetekia's interests had yet to be formally succeeded to.⁸⁴

In 1972, the block, with no notable improvements, was worth \$3,000. Four years later the value had increased to \$11,000, again, with no notable improvements. The land was lying idle and remained so in 1990, where the land was valued at \$96,000, with, once again, no improvements noted.⁸⁵ Agents, to represent the owners in all dealings with the Crown of Local Authority or any other persons or body, were appointed in June 1978, under Section 73(2) and (3) of the Maori Affairs Amendment Act, 1974.⁸⁶ As a result, Turi Elkington, James Elkington and Rangikaupua Elkington were appointed. Four years later the status of the land was declared to be Maori Freehold land.⁸⁷

In March 1982, the Marlborough County Council applied to the MLC for a recommendation, subject to compensation, under Section 422 of the Maori Affairs Act, 1953, that land, used as a roadway, be declared a road.⁸⁸ The Council sought:

- a) 2.2918 hectares of Part Rangitoto Block 3B3;
- b) 2.6543ha, Part Rangitoto Block 3B4H;
- c) 2294m² being Part Lot 3 DP 401 being Part Rangitoto Block 3B4E; and
- d) 1.8293ha being Part Lot 3 DP 401 being Part Rangitoto Block 3B4E.

⁸⁴ Memo dated 2/6/64, from CCL, Nelson, to H.O., Wgtn, L & S 13/58 (Part 3).

⁸⁵ Memorial Schedule for Rangitoto 3B3, B.I.F. 129.

⁸⁶ Otaki M.B. 81/172.

⁸⁷ Ne M.B. 16/380-1, 17/1-2, Date approved, 30/3/82.

⁸⁸ Ne M.B. 17/5-19, 17/44. Section 422(1) provides, "... where the Court is satisfied that any Maori freehold land has in fact been used as a roadway though it may not have been declared to be a roadway, it may make a recommendation to the Minister of Works that the land so used be declared to be a road." The provisions of Section 421 are applicable to declaring of roadways as roads in that a recommendation of the Court needs the consent of the territorial authority.

It was noted that an application had first been lodged by Messrs Woodman and Wells, in 1967, for legal access along the line of an existing farm track. A road, 20 metres in width, was constructed three years later and had since, been subject to Council efforts to legalise it under the Public Works Act, 1928. Various factors such as incorrect plans, new owners and mortgages requiring consents, saw delays in gazetting. The road was given a low valuation because the land through which it passed, was not considered good productive land:

1. Part Rangitoto Block 3B3 - the road passed through native bush at a high altitude.
2. Part Rangitoto Block 3B4H - the roadway is through bush and just below the mineral belt.
3. Part Rangitoto Block 3B4E - road travels through second growth and manuka.

Maori owners of all three blocks were concerned because many did not receive a Notice of Intention from Council to take land for a road. Even though Council believed they had forwarded such notices to the agents of the owners, James Elkington was quite adamant that he had not received such. The Council did concede that they had trouble locating owners, although Raiha Waitohi Cullinan (with an interest in Rangitoto Block 3B4E) found it ironic that the Council had little difficulty in notifying owners of rate arrears, but found it difficult to locate all owners seeking their approval of the proposed roadway. Raiha became aware of the roadway through her father's estate upon his death. She had elicited information from the Council with great difficulty, but still was unable to find out who had instigated putting the road through and to why it was created, although it was the Council who had formed the road. Raiha further felt that the Court was obligated to be satisfied that the land in question was used as a road, but also submitted that the Court be satisfied 'in fact as to the use as a road'. Evidence was produced to show that the road was peculiar to, and benefiting, two adjoining owners, Wells and Woodman. Cullinan concluded that full consent was not properly ascertained, that the road had been metalled and formed before consent was obtained, and contended that the proponents of the road may have believed that the consents would not be forthcoming. James Elkington requested an adjournment to enable the agents, who, he believed, had not been properly notified and, in one case, not notified at all, to consider and negotiate with Council. He also sought a new valuation of the land in its original state rather than the present state, referring to the value of native timber that had been removed in forming this road. James was also concerned that 22a Or 39p had been taken in 1921 for road in the north-east of the area but not legalised until 1973, and that no compensation had been forthwith in that respect. Lastly, the owners were concerned by the cavalier attitude of Council who formed the road and then, afterwards, decided to apply to the MLC for approval.

The Court gave its decision at a further hearing on 18 May 1982: Notices of Intention to take land under the Public Works Act, 1928, the parts of Rangitoto Blocks 3B3 and 3B4H, had been published in the NZ Gazette of 25 May, 1978 and also in local newspapers, although the Council, through oversight, omitted parts of Block 3B4E. It was believed that the 'road' mentioned by Council had been a farm track that now only formed part of the metalled and formed road. The Court, therefore, was of the opinion that the land in respect of which the recommendation was being sought had not been 'used as a roadway' within the context of Section 422 supra, because it was clear that from the time of the road's formation, if not earlier, the Council intended it to be a road available for general public use. Thus the Council's application was more a matter of convenience for acquisition. Accordingly, the application was adjourned and the affected parties told to negotiate. If no agreement was conferred then the Court would dismiss the application and leave the Council to complete its action under the Public Works Act, 1981. The matter was finally settled on 28 January 1988, when an order pursuant to Section 418, MA Act, 1953, was confirmed, allowing for a roadway to be laid out for the purpose of providing access over Maori freehold land with compensation fixed at 8/26th of \$1,000 for Rangitoto Block 3B3.⁸⁹

⁸⁹ S.I.M.B. 69/287-8.

In 1987, an order under Section 73(5) of the Maori Affairs Amendment Act, 1967, cancelled the Agents appointed eleven years earlier and the land became subject to a Section 438 Trust (called the Wharaiki Trust⁹⁰), appointing the following Trustees pursuant to Section 438(2):⁹¹

Priscilla Paul
James Elkington
Ratapu Hippolite
John Elkington
Angus Elkington Jnr
Douglas Elkington
Pene Ruruku

6.12. Rangitoto Block 3B4:

On 9 March 1911, Maata Tipene applied to the NLC, Wellington, for a partition of Rangitoto Block 3B4 [see Figure 8].⁹² By mutual consent and agreement from the owners and the lessee, Richard Woodman, the block was partitioned, and followed by a spree of purchasing by the Woodman family:

1. Rangitoto Block 3B4A (876 acres) - in the North-west of block, adjacent to Rangitoto Block 3A:
Maata Tipene
2. Rangitoto Block 3B4B (313a acres) - cut off in the north:
Haimona Patete
3. Rangitoto Block 3B4C (1271a 3r 32p) - in the west of block:

Table 6.12a.

Allotment of Interests to Owners of Rangitoto Block 3B4C (1911)

<u>Name of Owner</u>	<u>acreage allocated</u>
Rangiaukaha Kawharu	385a 1r 14p
Hahi Kawharu	167a 0r 15p
Rangiriri Kawharu	167a 0r 14p
Hata[sic] Kawharu	167a 0r 15p
Mokau Kawharu	385a 1r 14p

4. Rangitoto Block 3B4D (348a 2r 32p) - south-east of Block 3, to go equally to:

Pirihira Haneta
Kuti Haneta
Matiu Haneta

⁹⁰ Letter dated 10/8/94, from J.Elkington, Nelson, to David Craig, Marlborough District Council, Blenheim, Ngati Koata Trust.

⁹¹ S.I.M.B. 69/96-7.

⁹² Wn M.B. 17/251, 17/256.

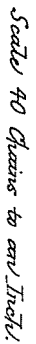


Figure 8
[Source = h5 4/3/88, Nelson, Scott, Kerner, private island of Sebastian of Rg N°3, n.2, D.O.G. H.O. n.98]

Pene Rangiruhia

5. Rangitoto Block 3B4E (1835 acres [see Appendix XIX]) - north part of Block, to go to:
Tiripa Tawhe Ruruku

6. Rangitoto Block 3B4F (68 acres) - north-east of block:
Ratapu Akenetene

7. Rangitoto Block 3B4G (586 acres [see Appendix XX]) - south-east of block:
Rewi Rupine

8. Rangitoto Block 3B4H (779 acres [see Appendix XXII]) - south-east corner of block:
Ngamuka Kawharu

6.13. Rangitoto Block 3B4A:

In June 1911, Maata Tipene sold Block 3B4A to Allan John Woodman for £876.⁹³ The government valuation, dated March 1908, stipulated £493 for the block [For list of vendor's other lands see Chapter 5 (Table 5.1d.)]:⁹⁴

<p style="text-align: center;"><u>Table 6.13a.</u> <u>Schedule of Distribution of Purchase Money to Mata.</u> <u>Sale of Rangitoto Block 3B4A (1911)</u></p>			
<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part payment	19/4/11	100	
Part Payment	15/5/11	10	
Part Payment	2/6/11	66	
Balance paid	16/6/11	700	876

6.14. Rangitoto Block 3B4B (1911):

In June 1911, Haimona Patete sold this block to Richard Woodman for the consideration of £328-13-0, with £10 to be deducted towards the cost of survey.⁹⁵ The property was valued at around 11/4 per acre. [see Chapter 5 (Table 5.3f) for Haimona's other lands]:

⁹³ Wn M.B.17/??.

⁹⁴ Receipt dated 19/4/11, from Maata; Memo of Agreement between Woodman and Tipene, dated 15/5/11; Receipt dated 16/6/11, from Mata, CH 270 15/2/4056.

⁹⁵ Wn M.B. 17/367; 'Application for Confirmation' of Alienation, dated 14/6/11, between Woodland and Patete, CH 270 15/2/4056.

Table 6.14a.Schedule of Distribution of Purchase Money to Haimona Patete.Sale of Rangitoto Block 3B4B (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	5/5/11	50	
Survey costs	15/6/11	10	
Balance paid in Court	15/6/11	268-13-0	328-13-0

6.15. Rangitoto Block 3B4C:

Rangiriri Kawharu sold his interests in Rangitoto 3B4C (167a Or 14p) in June 1911, to Elsie Woodman, for £125-5-0.⁹⁶ The property, in March 1908, was valued at 15/- per acre. He had already received part payment of £5-5-0 and a cheque for the residue, £120-0-0, was paid to the Court for payment to Rangiriri [For Rangiriri's other lands, see Chapter 5 (Table 5.3a)].⁹⁷

Table 6.15a.Schedule of Distribution of Purchase Money to Rangiriri Kawharu.Sale of Part Rangitoto Block 3B4C (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part payment	1/5/11	5-5-0	
Balance paid	16/6/11	120	125-5-0

Mokau Kawharu and Rangiaukaha Kawharu sold their interests (385a 1r 14p each) to Elsie Woodman, in June 1911.⁹⁸ The purchase price was £394-12-6 apiece. The land was valued at 15/- per acre, which equated to around £288-15-0 each [For a list of Mokau and Rangiaukaha's other lands, see Chapter 5 (Table 5.2a.)].⁹⁹

Table 6.15b.Schedule of Distribution of Purchase Money.Sale of Part Rangitoto Block 3B4C (1911)

<u>Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Mokau Kawharu	3/5/11	94-12-6	
	7/6/11	23	
	16/6/11	27	

⁹⁶ Wn M.B. 17/367; 'Declaration in Support of Application for Confirmation Order', dated 19/6/11, from Elsie Woodman, CH 270 15/2/4056.

⁹⁷ Receipt dated 1/5/11 for £5-5-0; Receipt dated 16/6/11 for £120, CH 270 15/2/4056.

⁹⁸ Wn 17/361-2.

⁹⁹ Receipt dated 7/6/11, for £23; Receipt dated 16/6/11, for £27; Receipt dated 3/5/11, for £94-12-6, CH 270 15/2/4056. Receipt dated 6/5/11, for £30; Receipt dated 7/6/11, for £15, CH 270 15/2/4056; Wn M.B. 17/362.

Table 6.15b.cont:

<u>Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Balance to be paid over ten years (interest of 4% per annum) by way of Mortgage to Mokau from Woodman		250	394-12-6
Rangiaukaha Kawharu	6/5/11	30	
	7/6/11	15	
	15/6/11	99-12-6	
	15/6/11	250	394-12-6

On 10 January 1912, Kata Kawharu transferred her interests (167a Or 15p) to Elsie Woodman, for the consideration of £125-5-0, or 15/- per acre [for Kata's other lands, see Chapter 5 (Table 5.3a)]:¹⁰⁰

Table 6.15c.Schedule of Distribution of Purchase Money to Kata Kawharu.Sale of Part Rangitoto Block 3B4C (1912)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/10/11	15	
Balance paid	3/2/12	110-5-	125-5-0

Hahi Kawharu sought to transfer his interests (167a Or 15p) to Elsie Woodman, on 28 June 1913, for the sum of £146-4-0, or 17/- 6d per acre.¹⁰¹ Hahi, a single man, was considered to earn a 'great deal' of money from fishing. The Court was concerned that Hahi had only one other block of land, Rangitoto Block 3B4H, but seemed reassured by Hahi's wish to procure from the purchase money, some land in the Pelorus vicinity and, therefore, confirmed the sale:¹⁰²

Table 6.15d.Schedule of Distribution of Purchase Money to Hahi Kawharu.Sale of Part Rangitoto Block 3B4C 1(913)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	24/4/13	20	
Survey Costs	28/8/13	9-3-4	
(incl. survey lien of £8-16-1)			
Balance paid	28/8/13	116-19-5	146-4-0

¹⁰⁰ Wn M.B. 18/127; Receipt dated 12/10/11, for £15; Receipt dated 3/2/12, for £110-5-0, CH 270 15/2/4056.

¹⁰¹ Wn M.B. 19/151.

¹⁰² Chapter 6 (Table 5.1d.), notes that he had a piece of land in the Okiwi district as well, it could well be that he had sold this land sometime prior to this Court hearing; File Note, n.d., entitled '1913-31', regarding Rangitoto 3B4C, Notes payments to Hahi; Letter dated 14/6/13, from Hoggard, Wgtn, to Reg., MLC, Wgtn; Receipt dated 24/4/13, regarding payment to Hahi, CH 270 15/2/4056.

charging order was made against Hahi Kawharu's interests in this block, on 18 October 1912, for £8-16-1.¹⁰³ Interest was at 5% from 2 September 1912. All the other sums owed on the block had been paid by the purchaser (Woodman), but there were no indications as to whether this charge against Hahi was paid.

6.16. Rangitoto Block 3B4D:

The sale of Block 3B4D was a relatively quick affair. Pirihiira Haneta, Kuti Haneta and Pene Rangiruhia transferred their respective interests (87a 0r 28p each), on 16 June 1911, to Elsie Woodman, for the sum of £78-8-0 each, or 18/- per acre.¹⁰⁴ In March 1908, the block was valued at £68-5-0, or 15/- per acre [for a list of the vendors' other lands, see Chapter 5 (Table 5.1d) for Kuti and Pene's lands, and (Table 5.3a) for Pirihiira's lands)]:¹⁰⁵

<p align="center"><u>Table 6.16a.</u> <u>Schedule of Distribution of Purchase Money</u> <u>Sale of Part Rangitoto Block 3B4D (1911)</u></p>			
<u>Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Pirihiira Haneta	9/5/11	6	
	21/6/11	72-8-0	78-8-0
Kuti Haneta	15/5/11	3	
	16/6/11	75-8-0	78-8-0
Pene Rangiruhia	18/5/11	5	
	16/6/11	73-8-0	78-8-0

On 21 June 1911, Matiu Haneta transferred his interests (87a 0r 28p), to Elsie Woodman for £78-8-0 [for list of other lands see Chapter 5 (Table 5.1d)]:¹⁰⁶

<p align="center"><u>Table 6.16b.</u> <u>Schedule of Distribution of Purchase Money to Matiu Haneta.</u> <u>Sale of Part Rangitoto Block 3B4C (1911)</u></p>			
<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/6/11	15	
Balance paid	16/6/11	63-8-0	78-8-0

¹⁰³ Ne M.B. 7/178.

¹⁰⁴ Wn M.B. 18/362.

¹⁰⁵ Letter dated 9/6/11, from Campbell and Peacock, Wgtn, to Reg., MLC, Wgtn; Receipt dated 21/6/11, regarding Pirihiira; Receipt dated 9/5/11, regarding Pirihiira; Receipt dated 15/5/11, regarding Kuti Haneta; Receipt, n.d., regarding balance to Kuti; Receipt dated 18/5/11, regarding Pene; Receipt, n.d., regarding balance to Pene, CH 270, 15/2/4056.

¹⁰⁶ Wn M.B. 18/10; Receipt dated 28/7/11, regarding Matiu Haneta, CH 270 15/2/4056.

6.17. Lots 1 and 2 DP 401, being Part Rangitoto Block 3B4E:

Tiripa Tawhe te Ruruku transferred the interests of 1000 acres, to Richard Woodman, in June 1911.¹⁰⁷ Consideration was for 12/- 6d per acre against a valuation, dated March 1908, of 11/- 4d per acre. The area, comprising three Lots, was compiled on DP 401. However, confirmation could not be given until a survey was completed. On 7 July 1913, the sale of land, surveyed as Lots 1 and 2 DP 401 being Part Rangitoto 3B4E, comprising a new area of 1245 acres, was confirmed subject to payment made. The last two receipts received by the Registrar of the NLC state the purchase price as £778-2-6, yet total receipts amount to £799. There appears to be no account of this discrepancy:¹⁰⁸

Table 6.17a.

Schedule of Distribution of Purchase Money to Tiripa te Ruruku,
Sale of Lots 1 and 2, DP 401, being Part Rangitoto Block 3B4E (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	15/5/11	15	
Part Payment	26/5/13	1	
[receipt cites the total being £21 to date, although no receipt for £5 was found]			
Part Payment	26/6/13	278-2-6	
Balance paid	21/7/13	500	799

6.18. Lot 3 DP 401 being Part Rangitoto Block 3B4E:

The residue of Block 3B4E became Lot 3 DP 401, being part Rangitoto 3B4E, comprising 590 acres. Nutone Waaka and Wetekia Elva Kotuas succeeded equally to Tiripa's interests in 1944.¹⁰⁹ In 1982, Lot 3 was declared Maori Freehold Land.¹¹⁰ Six years later an order under Section 418 of the Maori Affairs Act, 1953, saw the taking of 1.8293ha and 0.2294ha, more or less, for the purpose of providing access to Maori freehold land, with compensation set at 8/26th of \$1,000 [see 6.11. above].¹¹¹ The remainder of the Lot to this day remains fallow.

6.19. Rangitoto Block 3B4F:

On 28 June 1912, John Arthur Elkington sought to transfer the block to Richard Woodman, for £41-18-8.¹¹² There was some discussions about the adequacy of the purchase sum, around 12/- 4d per acre, as the Court thought it inadequate. William Henry Coulter believed the land was worth less than the rest of the block and certainly not worth 12/- 4d per acre. The land, for the most part, was well watered but lying idle covered in manuka. The matter was adjourned for an up-to-date valuation.

¹⁰⁷ Wn M.B. 17/367.

¹⁰⁸ CT 37/192 was issued for Lot 1 and CT 4B/1373 for Lot 2, both areas became European land; 'Agreement' of sale between Woodman and Tiripa, dated 15/5/11; Receipt dated 26/5/13, for £1; Receipt dated 26/6/13, for £278-2-6; Receipt dated 21/7/13, for £500, CH 270, 15/2/4056.

¹⁰⁹ 'Memorial Schedule', regarding Rangitoto 3B4E, B.I.F. 129.

¹¹⁰ Ne M.B. 16/380.

¹¹¹ S.I.M.B. 69/287-8.

¹¹² Wn M.B. 18/289.

Two years later on 12 June 1914, the matter was brought back before the Court.¹¹³ A valuation, dated March 1914, was presented showing a capital value of £25.¹¹⁴ The Court confirmed the sale at £41-18-8, subject to a survey lien owing, to be paid by the vendor.¹¹⁵

Table 6.19a.

Schedule of Distribution of Purchase Money to John Elkington.

Sale of Rangitoto Block 3B4F (1914)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	17/6/14	10	
Survey lien deducted	25/6/14	9-13-1	
Balance forwarded to Reg., NLC, for payment to Ratapu	25/6/14	22-5-7	
Cheque forwarded to Ratapu	9/7/14	22-5-7	41-18-8

6.20. Rangitoto Block 3B4G:

Rewi Rupine sold this block to Richard Woodman in June 1911, for the consideration of £366-5-0.¹¹⁶ In March 1908, the block was valued at around £332-1-4. Rewi was deemed as possessing sufficient other lands for his needs, and the sale was confirmed.¹¹⁷

Table 6.20a

Schedule of Rewi Rupine's other lands

<u>Land Description</u>	<u>acreage/shares</u>
Whangarae 3A	100
Onetea No 17, Blk V	5
Porirua (Takapuwahia)	4a 2r 0p
Whangamoa	6
Porirua Town Section	2
Share in Nelson Tenth	

Table 6.20b.

Schedule of Distribution of Purchase Money to Rewi Rupine.

Rangitoto Block 3B4G (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	9/5/11	10	
Balance paid	8/7/11	356-5-0	366-5-0

¹¹³ Wn M.B. 19/338.

¹¹⁴ Valuation Slip No. 30750, dated March 1914, regarding Rangitoto 3B4F, CH 270 15/2/4056.

¹¹⁵ Letter dated 9/7/14, from Reg., NLC, Wgtn, to Ratapu, French Pass; Receipt dated 17/6/14, for £10; Letter, undated, from Hoggard, Sol, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4056; Memo dated 17/10/14, from Reg., MLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 1).

¹¹⁶ Wn M.B. 17/??.

¹¹⁷ For Rewi's lands, see: 'Schedule of Other Lands Owned by Maori Vendors or Lessors', n.d. regarding Rewi's interests, CH 270 15/2/4056; for payment, see: Receipt dated 9/5/11, regarding Rewi; Receipt dated 8/7/11, regarding Rewi; Letter dated 9/6/11, from Campbell and Peacock, Wgtn, to Reg., MLC, Wgtn, CH 270 15/2/4056.



In 1956, Connolly, the new owner, sought to exchange part of this block for Lot 1 DP 5231 but was advised by the Crown that the exchange would not be allowed, although the Crown was interested in procuring the bush areas on the block for scenic purposes [see 6.8. above]. However, Connolly's widow eventually sold out to Gordon Webber in 1971. In 1984, Helen Weber inquired whether the Crown would be interested in procuring their property. The Crown found the asking price of \$120,000 too high, although if the property could not be sold on the open market then the Crown would look at procuring the bush areas.¹¹⁸

6.21. Rangitoto Block 3B4H:

Upon Partition of Rangitoto Block 3B3 in 1911, Ngamuka Kawharu's interests were succeeded equally to by:¹¹⁹

Rangiriri Kawharu
Kata Kawharu
Te Hahi Kawharu

'Schedule of Ownership Orders' held at the MLC, Christchurch, state that only Kata Kawharu and Te Hahi Kawharu are owners in equal shares, although the 'live' CT 7A/492, issued in 1984, notes all three owners. Kata and Te Hahi have been succeeded to but there is no indication of what happened to Rangiriri's share.

Survey liens of £50-13-4 (principal of £40-10-8 and interest of £10-2-8), were charged to the title on 26 September, 1913, although no information was located as to whether this lien was paid off. Eight years later, 7a Or 05p was laid off for a road with an unspecified amount of compensation paid.¹²⁰ In 1988, a further 2.6543ha was taken under Section 418 of the Maori Affairs Act, 1953, for the purpose of providing an access way with compensation set at 10/26ths of \$1,000 [see 6.11. above].¹²¹ The residue was declared Maori freehold land in the same year.¹²²

¹¹⁸ Folio 53, Memo dated 7/6/84, from CCL, Nelson, to CCL, Blenheim, MP 30 (MAR:05) Vol 2.

¹¹⁹ 'Partition Order' for Rangitoto 3B4H, B.I.F. 129.

¹²⁰ 'Memorial Schedule' for Rangitoto 3B4H, B.I.F. 129.

¹²¹ Ibid

¹²² Ibid

CHAPTER SEVEN
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 4 ~

7.1. Rangitoto Block 4:

Owners for Rangitoto Block 4, comprising of 3626a 2r 0p (excluding 1 rood for Omona Reserve), were confirmed in 1895:¹

<u>Table 7.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 4 (1895)</u>		
<u>Names of Owners</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Ihaka Tekateka		301
Huria Tekateka		548
Te Oti/Teoti Tekateka		548
Te Mutini Kurua	Tara Wirihana	548
Te Rore Kurua (aka Te Rore Te Mutini)	Tara Wirihana	548
Haromi Kiharoa		548
Tiemi Haromi (aka Tiemi Waaka)		548
Te Hora Hawea		37a 2r 0p

Under Carkeek's survey of 1907-09, the acreage increased to 3861a 3r 0p [see Appendix XXII]:²

<u>Table 7.1b.</u>	
<u>Allotment of Interests after Carkeek's Survey</u>	
<u>Rangitoto Block 4 (1907-09)</u>	
<u>Name of Owner</u>	<u>acreage allocated</u>
Ihaka Tekateka	320a 3r 0p
Huria Tekateka	584
Tara Wirihana	1167
Te Oti Tekateka	584
Haromi Kiharoa	583
Tiemi Haromi	583
Te Hora Hawea	40

An application for confirmation of a 21 year lease over Block 4, was lodged with the Native Land Court on 6 February 1905 to J.H. Snook.³ The rental, fixed by a licensed interpreter, Mr Freath, at the behest of the owners, was for 3d per acre for the first 11 years, and 4d per acre for the last ten years. There was much

¹ Ne M.B. 3/245.

² Baldwin III, p.11; CT 35/134, Land Titles Office, Nelson.

³ 'Application of Confirmation of Alienation dated 1904, between Ihaka et al and Snook for lease, CH 270 15/2/4056; Wn M.B. 13/280-281.

discussion at the hearing. Mr Campbell stated that Snook was willing to accept the fixed rental, but Campbell believed, on the evidence of Richard Woodman (present lessee on island), that the rental was too high. Woodman believed that the owners had the 'best of it' and added that none were living on the island with most residing at Pelorus Sounds. The land was considered of inferior quality, all broken with no ploughable or level land and only around 1000 acres of fair average land. The balance was considered useless for farming. Snook had not even seen the land but he intended to get help from his brothers in developing it. But the Court decided that no alteration in rental was necessary and confirmed the lease at the aforementioned rental.

On 17 December 1908, an application, supported by H.F. Ayson, was submitted to the NLC at Otaki, for the removal of restrictions prohibiting the sale of Block 4.⁴ The Court considered that the owners had sufficient other lands to meet their needs, noting that, "None of the natives reside on the land and have never lived or cultivated these." As no objections were received, restrictions were subsequently removed. Huria Tekateka, Ihaka Tekateka and Tara Wirihana applied to the NLC, Wellington, in the following year, on 8 July, for a transfer of their undivided interests to Edwin Nelson Snook, John Herbert Snook and W.J. Snook, for a combined acreage of 1945 acres. This acreage did not take into account the amendment incurred from Carkeek's survey. An undated valuation placed a value of £999 or 7/- 6d per acre for the block, with an unimproved value of owners' interests at £790 or 4/- 6d per acre, and lessee's interests (improvements) at £209. The purchase price was for 5/- per acre or £486-5-0. It was found, however, that under Carkeek's survey, Ihaka's consideration would increase from £75-5-0 (for Rangitoto Block 4) to £220-17-6 (combined with the sale of interests in Rangitoto Block 3) [see Chapter 6 (6.4)]. This equated to around 5/- per acre for Rangitoto Block 4, or approximately £80. Huria's consideration increased from £137 to £146; Tara, from £274 to £291-15-0 (although receipts for Tara only account for £282-0-4). The vendors were deemed as possessing sufficient other lands and thus confirmation was acceded to and payment made:⁵

Table 7.1c.

Schedule of Vendors' other land

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Ihaka Tekateka [for a list of Ihaka's lands, see Chapter 6 (Table 6.4a)]		
Huria Tekateka (Mahikipawa ⁶)	Puketea No. 1	11a 1r 6p
	Pariwhakaoko Section 101	8
	Pariwhakaoko No. 2	1/12 of block
	Ruapeka [Ruapaka?]	12
	Okiwi No. 1	131a 3r 14p
	Wairau Blk XII Sub 12D	4a 1r 38p
	Motueka Sec 127 (successor)	share
	Motueka 163 (succession)	share
Tara Wirihana (Kenepuru/Havelock ⁷)	Ruapaka Sec 25B	1/2 of 2a 1r 6p
	Takapawharaunga No. 14A?....

⁴ Otaki M.B. 50/138; Valuation No. 3/89/569 pt, dated May 1907, regarding Rangitoto No. 4, CH 270 15/2/4056.

⁵ For Huria's lands, see: Application for a Confirmation Order of Alienation, dated 1904, between Huria and Snook; 'List of Native Owners Other Lands', n.d., regarding Rangitoto No. 4 block, CH 270 15/2/4056; For Tara's lands, see: Application for a Confirmation Order of Alienation, dated 1904, between Tara and Snook; 'List of Native Owners Other Lands', n.d., regarding Rangitoto No. 4 block, CH 270 15/2/4056; Wn M.B. 18/278; For payment, see: Letter dated 15/12/11, from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn; Undated folio entitled '1908-177', noting payments to vendors, CH 270 15/2/4056.

⁶ Application for a Confirmation Order of Alienation, dated 1904, between Huria and Snook, CH 270 15/2/4056.

⁷ Application for a Confirmation Order of Alienation, dated 1904, between Tara and Snook Bros, CH 270 15/2/4056; List of owners and their addresses, Ne 55 and 56, B.O.F..

Table 7.1c.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Tara Wirihana (cont.)	Pukemaurena	6
	Oruapuputa	2 1/2 ac
	Okiwi No. 2	65a 3r 26p

Table 7.1d.Schedule of Distribution of Purchase Money to Ihaka Tekateka.Sale of Part Rangitoto Block 4 (1909)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
[Combined with Rangitoto Block. 3 - no clear breakdown of purchase price and survey charges]			
Paid on signing of Transfer Document		25/8/08	20
Survey Charges	n.d.	4-17-6 (2d per acre)	
Balance paid to Reg., NLC, to be forwarded to Ihaka	15/12/11	196	
Paid to Ihaka by Reg.	18/7/12	196	220-17-6

Table 7.1eSchedule of Distribution of Purchase Money to Huria Tekateka.Sale of Part Rangitoto Block 4 (1909)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	1/5/08	5	
Part Payment	n.d.	1	
Survey Charges	n.d.	4-17-4	
Balance paid to Reg., NLC, to be forwarded to Huria	15/12/11	135-2-8	
Paid to Huria by Reg.	26/6/12	50	
Paid to Huria by Reg.	16/9/12	10	
Paid to Maginnity and Son (on account of Huria)	1/10/12	8-2-6	
Paid to Huria from Reg.	1/10/12	15	
Paid to Huria from Reg.	14/11/12	20	
Balance of £32-0-2 unaccounted for - no details of further payments			146

Table 7.1f.Schedule of Distribution of Purchase Money to Tara Wirihana.Sale of Part Rangitoto Block 4 (1909)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	6/2/09	40	
Balance paid to Reg., NLC, to be forwarded to Huria	15/12/11		242-0-4
Paid to Tara from Reg.	26/6/12	25	

Table 7.1f.cont:

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Paid to Tara from Reg.	16/9/12	10	
Paid to Tara from Reg.	15/11/12	20	
Balance of £187-0-4 unaccounted for - no details of further payments			282-0-4
[Tara wanted the purchase money to procure land in the Kenepuru area ⁸]			

In September 1911, Rangitoto Block 4 was partitioned:⁹

1. Rangitoto Block 4A (624 acres) - in the north to go to:

Te Oti Tekateka	584 acres
Te Hora Hawea	40 acres

2. Rangitoto Block 4B (3237a 3r 0p [see Appendix XIII]) - residue of southern portion, to go to the Snooks (upon their purchase of the owners' interests).

Table 7.1gAllotment of Interests to Owners of Rangitoto Block 4B (1911)

<u>Name of Owner</u>	<u>acreage allocated</u>
Snook Brothers	2071a 3r 0p
Tiemi Haromi	583
Haromi Kiharoa	583

7.2. Rangitoto Block 4A:

In 1966, Te Hora Hawea and Teoti Tekateka were succeeded to:¹⁰

Table 7.2a.Successors to Te Hora Hawea and Teoti TekatekaRangitoto Block 4A (1966)

<u>Name of Owner</u>	<u>Successors appointed (& addresses)</u>	<u>acreage allocated</u>
Te Hora	Hapareta Pukekohatu (Wellington)	20
	Te Are Haparete Pukekohatu	20
Teoti Tekateka:	Adrian Wairau McDonald (Blenheim)	58.4
	Eugene Kaupeka MacDonald (Blenheim)	58.4
	James Hugh MacDonald (Blenheim)	58.4
	Macushla May Smith (nee McMin)(Porirua East)	97.33334

⁸ Wn M.B. 18/279.

⁹ Ne M.B. 7/61; CT's 35/175, 35/176, Land Titles Office, Nelson.

¹⁰ Particulars of Title', dated 1/8/67 (plus, attached page of addresses), CH 270 15/2/2021, Rangitoto 4A, NA, Chch; Wn M.B. 24/126; Rural Valuation and Short Report, dated 6/5/66, regarding Rangitoto 4A, MA Acc W2459, 5/5/92 Rangitoto 6B1 and Rangitoto 4A (Crown Purchase) 1952-68, NA, Wgtn.

Table 7.2a.cont:

<u>Name of Owner</u>	<u>Successors appointed (& addresses)</u>	<u>acreage allocated</u>
Teoti Tekateka (cont:)		
	Margaret June McMin (Chch) (aka Margaret Merritt)	97.33333
	Mary Ann King (nee McMin)(Manawatū Line)	97.33333
	Norman Leslie MacDonald	58.4
	Piri Thomas MacDonald (Palmerston North)	58.4

The acquisition of this land for scenic reserve, which had reverted from farmland to light native bush, was first mooted in 1963. Tentative approaches to the owners revealed that one or two would be willing to sell, and it was suggested that a definite offer should be made.¹¹ In 1966, Lands and Survey approached Maori Affairs with a desire to acquire Block 4A for scenic purposes.

The Board of MA (under Section 252, of the Maori Affairs Act, 1953) undertook the negotiations on behalf of the Crown and, in June 1967, recommended that a meeting of assembled owners (under Part XXIII of the MA Act, 1953) be called for.¹² Notices were forwarded to the owners in the following month informing them of the Crown's offer of a purchase price of not less than \$750 (£375, based on a government valuation, dated 1966) for the land and \$175 (£87-10-0) for the timber thereon, with all costs and legal fees to be met by the Crown.¹³ The meeting was held the following month on 9 August, at Blenheim. Those present at the meeting were:¹⁴

Representing 311.4 shares:

Eugene MacDonald

James MacDonald

Macushla Smith

Mary Anne King

By Proxy representing 155.7 shares:

Margaret Merritt

Piri MacDonald

Mr Crocker, representing L & S, outlined the Crown's intention, and was then questioned by James MacDonald, who expressed an interest in any native 'game' and bach sites located on the block. Crocker replied that the land rose steeply from the sea and there were no game of note. The owners pushed for a higher price: James MacDonald suggested \$1050, while Mary King urged a sale of \$2 per acre. Crocker argued that to increase the price would be to set a precedence of higher valuations on other farm land, however, he was prepared to offer

¹¹ Folio 813, File note, dated 18/10/66, regarding Rangitoto 4A, L & S 13/58 (Part 3).

¹² Board of MA recommendation submission dated June 1967, CH 270 15/2/2021; The Maori Land Legislation Manual, CFRT, 1994, Section 252 stipulated that it was the duty of the Board of MA to undertake all negotiations for the acquisition by the Crown of any land owned by Maori.

¹³ Letter dated 11/7/66, from L & S, H.O., Wgtn, to MA, Wgtn, timber valued by Forest Service, CH 270 15/2/2021; Folio 776, Memo dated 11/5/66 from Conservator of Forests, NZ Forest Service, Nelson, to CCL, Nelson, L & S 13/58 (Part 3); Notice of Meeting of Assembled Owners Under Part XXIII of the Maori Affairs Act, 1953, dated 24/7/67, CH 270 15/2/202; Folio 793, 'Head Office Committee: Reserves - Acquisition of Land for Scenic Reserve', dated 24/5/66, regarding Rangitoto 4A, L & S 13/58 (Part 3).

¹⁴ Statement of Proceedings of Meeting of Assembled Owners, dated 9/8/67, CH 270 15/2/2021

\$1,100. This increased offer could not be construed as a reluctant offer from the Crown. L & S were advised in 1966, that it was unlikely the owners would accept the set price and that the Crown should be prepared to double the price. The Forest Service believed though, that even with the opening of a road through the area, the option of milling the timber was not particularly enhanced nor viable, and suggested that to offer more than £500 would be unjustified.¹⁵ In retrospect though, the Crown merely saw the purchase of the area as a convenience of administration rather than of necessity, and the Crown was prepared to withdraw its final offer of \$1,100 which appeared sufficient to influence the majority into sale.¹⁶ The Crown's offer was accepted and a resolution was moved to that effect, seconded by Mary King and carried unanimously, albeit reluctantly by some owners. James MacDonald's parting words reflected the frustration that owners had in not being able to develop their respective lands on D'Urville, due to costs and the harsh isolated landscape:

The Maoris are parting with their heritage piece by piece. We have had many big decisions to make. It is with great reluctance that we withdraw from D'Urville Island.¹⁷

Confirmation of sale was given by the Maori Land Court on 10 October 1967, and consented to by the Maori Trustee in December.¹⁸ The Board of MA confirmed the purchase of land pursuant to Section 259 of the MA Act, 1953.¹⁹ A check for \$1,100.00 was forwarded to MA, Christchurch, in December 1967, for distribution to vendors (although no information was sighted showing distribution to owners).²⁰ The block was declared Crown Land, pursuant to Section 265 of the MA Act, 1953, and, in 1968, affirmed a scenic reserve subject to the regardingserves and Domain Act, 1953 [see Figure 9].²¹ In 1973, pursuant to Section 29 of the Public Works Amendment Act, 1948, 2a 3r 12p, 2a 2r 12p (1,0420 ha), and 2a 0r 25p (8726 m²) being Part Rangitoto Block 4A, was taken for a road.²²

7.3. Rangitoto Block 4B:

On 1 September 1912, Tiemi Haromi, Haromi Kiharoa and Te Oti Tekateka applied to the NLC, Wellington, for a confirmation of sale of their undivided interests to Elizabeth Johnston Snook, wife of John Herbert Snook of D'Urville Island.²³ In 1908, the block was valued at 5/- 6d per acre; the consideration was for

¹⁵ Folio 795, Memo dated 15/8/66 from D.G., L & S, Wgtn, to CCL, Nelson, L & S 13/58 (Part 3); Folio 831, Memo dated 8/5/67, from CCL, Nelson, to H.O., L & S, Wgtn, L & S 13/58 (Part 4); Memo dated 10/8/66, from Sec. of MA, Wgtn, to D.G., L & S, Wgtn, L & S 4/538; Memo dated 9/6/67 from D.G., L & S, Wgtn, to Sec., MA, Wgtn, MA Acc W2459, 5/5/92.

¹⁶ Folio 851, Memo dated 10/8/67, from the Maori Section, Wgtn, D.O., to CCL, Nelson, L & S 13/58 (Part 4).

¹⁷ Statement of Proceedings of Meeting of Assembled Owners, dated 9/8/67, CH 270 15/2/2021.

¹⁸ S.I. M.B. 43/104; Folio 870, 'Alienation Notice', dated 14/2/67, regarding Rangitoto 4A, L & S 13/58 (Part 4).

¹⁹ Submission of Board of MA, dated January 1968 regarding Crown purchase of Rangitoto 4A, MA Acc W2459, 5/5/92.

²⁰ Memo dated 12/12/67, from MA, Chch, to D.G., L & S, Wgtn, acknowledging receipt of cheque, L & S 4/538 (Part 2).

²¹ Extract from *NZ Gazette*, 18/4/68, No. 21, page 605, MA Acc W2459, 5/5/92; GN 115963, Extract from *NZ Gazette* No. 37, 13/6/68, page 1004, Land Titles Office, Nelson.

²² GN 154514, Extract from *NZ Gazette* No. 119, 17/12/73, page 2722; Extract from *NZ Gazette* No. 105, 15/11/73, page 235, Land Titles Office, Nelson.

²³ Wn M.B. 18/54.

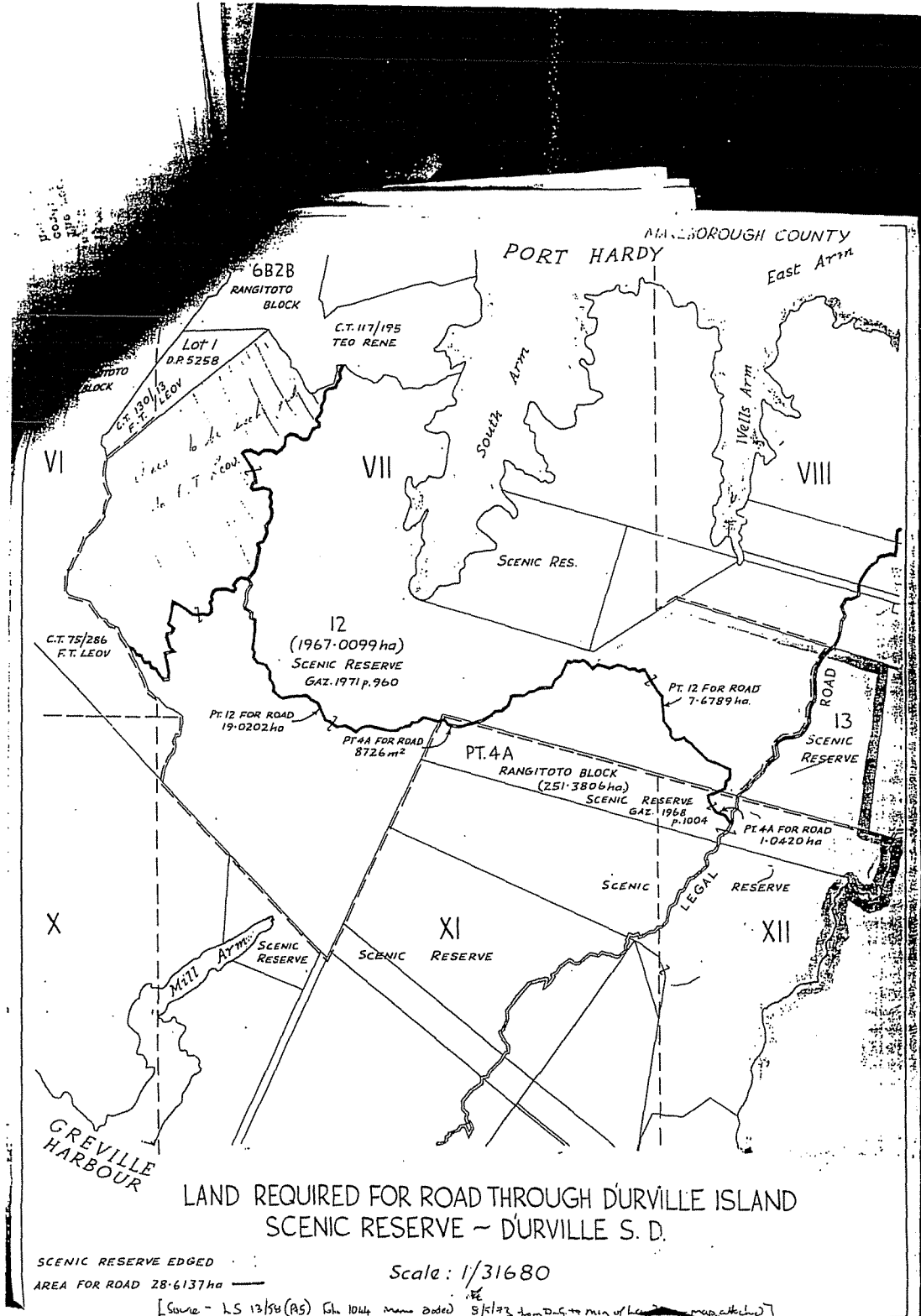


Figure 9

10/- per acre. The Court had some doubt whether the vendors had enough land sufficient for their needs:²⁴

Table 7.3a
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Haromi Kiharoa (Havelock/Okoha ²⁵)	Conway Village Sec's 9 and 10 Blk III	1/2 of block
	Whangarae Sub 1	154a 1r 28p
	and/or	
	Whangarae Sec 18 Sq 91	51a 1r 28p
	Okoha	40
	Okiwi	
Te Oti Tekateka (Okoha ²⁶)	Pukatea No. 1	4a 3r 20p
	Pariwhakaoko Section 101	8
	Pariwhakaoko No. 2	1/2 block
	Wairau Blk XII Sec 7 (considered good land)	7a 3r 3p
	Okiwi	65a 3r 26p
	Wairau Blk XII Sub 12D (considered bad land)	6a 1r 2p
	Motueka 127 (successor)	shares
	Motueka 163 (successor)	shares
	Waikakaho Sec 116	1/4 share
		(20 acres)
	Kenepuru	40
Tiemi Haromi (Havelock/Okoha ²⁷)	Conway Village Sec 9 and 10 Blk III	1/2 of block
	Whangarae Sub 1	154a 1r 6p
	and/or	
	Whangarae Sec 18 Sq 91	102a 3r 17p
	Okoha	40

With respect to Te Oti, the Court had initially indicated that the purchase money would be paid direct to the Public Trustee, in order for the Trustee to invest this money in other lands on Te Oti's behalf. But later decided to decline the sale of Te Oti's interests as the Court considered that he would receive less than the other vendors. Therefore, confirmation was given in respect of the other two vendors (£291-10-0 each), and payment

²⁴ For Haromi's lands, see: Application for a Confirmation Order of Alienation, dated 1904, between Haromi and Snook; 'List of Native Owners Other Lands', n.d., regarding Rangitoto No. 4 block; 'List of Native Owners Other Lands, dated 11/8/11, regarding Haromi Kiharoa, CH 270 15/2/4056; for Teoti's lands, see: Application for a Confirmation Order of Alienation from the NLC', dated 1904, between Teoti and Snook; 'List of Native Owners Other Lands', n.d., regarding Rangitoto No. 4 block; 'List of Native Owners Other Lands, dated 11/8/11, regarding Teoti Tekateka, CH 270 15/2/4056; for Tiemi's lands, see: Application for a Confirmation Order of Alienation from the NLC', dated 1904, between Tiemi and Snook; 'List of Native Owners Other Lands', n.d., regarding Rangitoto No. 4 block; 'List of Native Owners Other Lands, dated 11/8/11, regarding Tiemi Haromi, CH 270 15/2/4056.

²⁵ Application for a Confirmation Order of Alienation from the NLC', dated 1904, between Haromi and Snook, CH 270 15/2/4056; List of owners and their addresses, Ne 55 and 56, B.O.F..

²⁶ Application for a Confirmation Order of Alienation from the NLC', dated 1904, between Teoti (Georgie) and Snook, CH 270 15/2/4056

²⁷ Application for a Confirmation Order of Alienation from the NLC', dated 1904, between Tiemi and Snook, CH 270 15/2/4056; List of owners and their addresses, Ne 55 and 56, B.O.F..

Table 7.3b.Schedule of Distribution of Purchase Money to Haromi Kiharoa.Sale of Part Rangitoto Block 4 (1912)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	30/6/10	30	
Cheque to Reg., NLC	n.d.	261-10-0	
To Public Trustee on account of Haromi	27/11/12	256-12-8	
Survey Charges	28/11/12	4-17-4	291-10-0

Table 7.3c.Schedule of Distribution of Purchase Money to Tiemi Haromi.Sale of Part Rangitoto Block 4 (1912)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	20/10/10	30	
Chq to Reg., NLC	n.d.	261-10-0	
To Bunny and Ayson on Tiemi's order	2/7/12	35	
To Tiemi	9/7/12	221-12-8	
Survey Charges	28/11/12	4-17-4	291-10-0

Part Block 4B (part Lot 2 DP 1455), was sold to the Crown for a nominal figure for scenic purposes in 1940, and given a new appellation, Lot 1 DP 3041, being part Rangitoto Blocks 3B1 and 4B [see Chapter 6 (6.5.)]. Lot 2 DP 3041, being parts Rangitoto Blocks 3B1 and 4B, was sold to the Crown pursuant to the Maori Housing Act, 1935 in 1951 [see Chapter 6 (6.6.)].

In 1947, W. Gausel, of Catherine's Cove, offered to the Crown 2005 acres of Part Section 4B comprised in DP 1455 and 1547, owned by W.C.R.Harvey and O.E.Gausel.²⁹ The balance was in bush or second growth with some dwellings on the 100 or so acres of cleared land on D'Urville peninsula. The area had been procured before the war with the intention to farm, with fishing as a sideline income. But the absentee owners wanted to sell. Gausel advised that there were a few prospective buyers and asked £1,500 for the lot. However, the land was sold to R.N.Turner in June 1947, who in turn reoffered to sell 1680 acres (Part Lot 1 DP 1455 and Part 4B DP 1547), at 10/- per acre.³⁰ The Crown accepted Turner's offer and purchased the land in June 1948, for £840. A new appellation was given for 1589a 1r 10p, being Lot 2 DP 3893 being Part Rangitoto Block 4B (excepting Omona Reserve [see Figure 4 and Appendix XIV]).³¹ In 1988, 3530 m², being Part Lot 2 DP 3893, was reclassified a Public Hall Site, under the Reserves Act, 1977, and leased out in March 1988, to

²⁸ Receipts dated 30/6/10 (Haromi) and 20/10/10 (Tiemi); undated file note entitled '1911-71', regarding payment dates to Tiemi and Haromi, CH 270 15/2/4056.

²⁹ File note, dated 6/2/47, from CCL, Nelson, L & S 13/58.

³⁰ Letter dated 16/5/47, from R.N.Turner to CCL, Nelson, L & S 13/58 (Part 1).

³¹ Memorandum of Agreement, dated 12/6/48 between Turner and Crown; Valuation dated 16/1/50 gave a capital value of £395, with improvements of £75, Lands 13/58 (Part 1); CT 103/199, Land Titles, Nelson.

the D'Urville Island Settlers Association, for 33 years at a nominal annual rental of 10 cents.³² The residue of Turner's interest, Lot 1 DP 3893, comprising 391 acres, was sold to the Crown in 1951, pursuant to the Maori Housing Act, for £1150, on behalf of Rangikaupua Elkington [see Chapter 6 (6.6)) and above].³³ The land was reserved pursuant to the Scenery Preservation Act, 1908, and gazetted as such in 1950 [see Figure 7].³⁴ The land became freehold and remains in Maori hands.

The area of Block 4 was zoned proposed scenic reserve in the Marlborough County Council's District Scheme in 1982, although the background leading to the imposition of this designation is somewhat unclear and confusing, with few details available.³⁵ It did not stem from a Crown request. The Maori owners objected in an endeavour to have the designation uplifted. They were quite adamant that they viewed their land as turangawaewae and, consequently, it should be held in trust for future generations. The Crown agreed with the owners not to oppose action to uplift the designation, believing that the best avenue would be to cooperate with owners in gaining their trust. The designation was uplifted soon after.

³² 'Action Sheet', n.d., regarding lease of Public Hall Site, RES:793.

³³ Folio 695, 'Search Form' (2), n.d. - regarding Lot 2 DP 3041 and Lot 1 DP 3893, L & S 13/58 (Part 3); CT 110/17, Land Titles Office, Nelson.

³⁴ Extract from *NZ Gazette*, No. 18, 30/3/50, page 328, L & S 13/58 (Part 2).

³⁵ Letter dated 2/9/82, from CCL, Nelson to National President, Native Forests Action Council, Nelson, MP 30 (MAR:05) Vol 2.

CHAPTER EIGHT
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 5 ~

8.1. Rangitoto Block 5:

In 1895, owners of Rangitoto Block 5, comprising 3060 acres (excluding the Moawhitu easement of 34 acres), were confirmed:¹

Table 8.1a.
Allotment of Interests to Owners of Rangitoto Block 5 (1895)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Taimona Pakake (aka Ria Taimona)		548
Riria (te) Pakake		548
Te Ahu Pakake (aka Joe/Joseph/Te Ahu Hiporaiti/Hippolite)		248
Maraea Pakake (aka Maraia Hiporaiti/Hippolite)		248
Hemaima Pakake (aka Hemaima Hiporaiti/Hippolite)		248
Mere Pakake (aka Mere Hiporaiti/Hippolite)		248
Rora Pakake	Riria Pakake	248
Taare Pakake (aka Taare Hiporaiti or Bunny Hippolite)		248
Pohe Pakake	Riria Pakake	248
Hariata te Ipo		228

Carkeek's survey of 1907-09, resulted in the addition of 201 acres to the block making a total of 3261 acres:²

Table 8.1b.
Allotment of Interests to Owners after Carkeek's Survey
Rangitoto Block 5 (1907-09)

<u>Name of Owner</u>	<u>acreage allocated</u>
Taimona Pakake	588
Riria Pakake	1113
Te Ahu Pakake	263
Maraea Pakake	263
Hemaima Pakake	263
Mere Pakake	264
Taare Pakake	264
Hariata Te Ipo	243

¹ Ne M.B. 3/246; Land comprised in PR 4/239, Land Titles Office, Nelson

² Baldwin III, p.11; PR 4/239, Land Titles Office, Nelson - for individual allotments.

A 21 year lease over the block was confirmed in April 1906, to Charles Reeves.³ Rental was set at 4d an acre for the first 11 years, and 5d for the remainder of the term. Restrictions prohibiting sale of the block were removed a year later in July 1907.⁴ The Native Land Court declared that the owners had other sufficient land to survive on. All were noted as wanting to sell their interests as they regarded the land as 'useless' and would not produce anything without large expenditure; the "... Natives [have] no means of clearing etc. None of the applicants live there. Means of access bad."

In 1910, 50 acres belonging to Hapiata (who had died in 1899), given to her from Tame Hukaroa, was to go back upon her death to Tame's descendants:⁵

Table 8.1c.

Successors to Tame Hukaroa

Rangitoto Block 5 (1910)

<u>Name of Owner</u>	<u>acreage/share allocated</u>
Pene Rangiruhia	16.67 (1/3 share)
Turi Ruruku	33.34 (1/6)
Wetekia Elkington	33.33 (1/6)
Matiu Ruruku	5.553 (1/9)
Kuti Ruruku	5.553 (1/9)
Pirihira Ruruku	5.554 (1/9)

The residue of interests (193 acres) were to be retained by Taimona Pakake, who, in turn, was succeeded to in 1913 (including Taimona's other interests in Block 5, comprising 588 acres):⁶

Table 8.1d.

Successors to Taimona Pakake

Rangitoto Block 5 (1913)

<u>Name of Owner</u>	<u>acreage allocated</u>
Riria Pakake	390a 2r 0p
Wiremu Omira/Omeara (aka William/Omira Pakake/Bill O'Meara)	390a 2r 0p

In October 1910, Te Ahu Pakake, with the agreement of all the owners, applied to the Court for a partition of Block 5:⁷

1. Rangitoto Block 5A (263 acres) - to Te Ahu Pakake

³ Wn M.B. 15/49; Application of Confirmation of Alienation', dated 1906, between Taimona Pakake, Riria Pakake, Hemaima Pakake and Reeves, CH 270 15/2/4056. NB there was no valuation to base values on, figures may be a reflection of similar land elsewhere.

⁴ Otaki M.B. 48/273-274.

⁵ Ne M.B. 6/309-310.

⁶ Wn M.B. 19/57.

⁷ Ne M.B. 6/323.

2. Rangitoto Block 5B (2998 acres) - to remaining owners:

<u>Table 8.1e.</u> <u>Allotment of Interests to Owners of Rangitoto Block 5B (1910)</u>	
<u>Name of Owner</u>	<u>acreage allocated</u>
Wiremu Omira	390a 2r 0p
Riria Pakake	1503a 2r 0p
Te Ahu Pakake	263
Maraea Pakake	263
Hemaima Pakake	263
Mere Pakake	264
Taare Pakake	264
Pene Rangiruhia	16.67
Turi Ruruku	33.34
Wetekia Elkington	33.33
Matiu Ruruku	5.553
Kuti Ruruku	5.553
Pirihira Ruruku	5.554

Reeves' lease was still in effect over the entire block and was to pass through several hands until 1919, when the bulk of the land was sold to Percy Mills.⁸ Survey liens over Block 5 had accrued to £30-4-7 and were paid on 8 October 1913. Interest amounting to 6/- 6d was paid on 29 January 1915, although no details were available as to who paid the lien or interest.⁹

8.2. Rangitoto Block 5A:

Te Ahu Pakake applied to transferred Block 5A to Doris Lord on 9 December, 1910.¹⁰ The block, in March 1908, was valued at £1814, or £151 for 263 acres. The purchase price offered was £400. Te Ahu was farming 200 sheep on 200 acres at Okiwi (which he had cleared), and hoped to use the purchase money to procure adjoining land. The NLC confirmed the transfer after it was satisfied that Te Ahu possessed other lands sufficient for his needs.¹¹

<u>Table 8.2a.</u> <u>Schedule of Te Ahu Pakake's (Okiwi/Rangitoto¹²) other lands</u>	
<u>Land Description</u>	<u>acreage/share(s)</u>
Okiwi Sub No. 1	54
Otipua	1a 0r 37p

⁸ Baldwin III, p.24.

⁹ Memo dated 21/10/14 from C.S., L & S, Nelson, to Reg., NLC, Wgtn; Letter dated 30/10/14 from Bunny Ayson, Barrs and Sols, Wgtn, to C.S., L & S, Nelson; Letter dated 29/1/15, from Bunny and Ayson, to C.S., Nelson, L & S 20/2 (Part 1).

¹⁰ Wn M.B. 17/227-228.

¹¹ For Te Ahu's lands, see: Otaki M.B. 48/273; Wn M.B. 17/227-228; Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Riria, CH 270 15/2/4056; for payment, see: Letter dated 26/9/11, from Bunny and Ayson, to Reg., NLC, Wgtn; Receipt dated 22/9/11, from Te Ahu, CH 270 15/2/4056; Ne M.B. 7/62-63,

¹² Wn N.B. 17/227-228; List of owners and their addresses, n.d., Ne 55 and 56, B.O.F..

Table 8.2a.cont:

<u>Land Description</u>	<u>acreage/share(s)</u>
Orakauhamo	?
White's Bay	?
Wairau Blk XII Sub 12D (about £16 per acre)	
Ruapaka 25B	?
'and other lands'	

Table 8.2b.Schedule of Distribution of Purchase Money to Te Ahu Pakake.Sale of Rangitoto Block 5A (1910)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	22/9/11	380-5-6	
Balance paid to Reg., NLC, for payment to Te Ahu			
	26/9/11	19-4-6	
Survey liens to be deducted and residue paid to Te Ahu [see Ne M.B. 7/62-63]			
[No details regarding amount of lien nor when residue, if any, was forwarded to Te Ahu]			400

8.3. Rangitoto Block 5B:

Upon Taare Pakake's application to the NLC in September 1911, and a later hearing in April 1913, the block was partitioned:¹³

1. Rangitoto Block 5B1 (50 acres [see Appendix XXV]):Table 8.3a.Allotment of Interests to Owners of Rangitoto Block 5B1 (1913)

<u>Name of Owner</u>	<u>acreage allocated</u>
Pene Rangiruhia	16.67
Turi Ruruku	33.34
Wetekia Elkington	33.33
Matiu Ruruku	5.553
Kuti Ruruku	5.553
Pirihira Ruruku	5.554
[Pene Rangiruhia's interests were succeeded by the other owners ¹⁴]	

2. Rangitoto Block 5B2 (2948 acres) - residue of block:

¹³ Ne M.B. 7/62-63; Wn M.B. 19/67-68; CT 137/66, Land Titles Office, Nelson.

¹⁴ Partition Order dated 3/10/17, for Rangitoto 5B1, Folder 129, B.I.F..

Table 8.3b.Allotment of Interests to Owners of Rangitoto Block 5B2 (1911)

<u>Name of Owner</u>	<u>acreage allocated</u>
Riria Pakake	1503a 2r 0p
Maraea Pakake	263
Himaima[sic] Pakake	263
Mere Pakake	264
Taare Pakake	264
Wiremu Omira	390a 2r 0p

Further partitioning occurred on 31 October 1917:¹⁵

1. Rangitoto Block 5B2 (400 acres):

Wiremu Omira

2. Rangitoto Block 5B3 (2548 acres) - residue to go to remaining owners (Riria Pakake's interests were distributed to the rest of the owners and two others):

Table 8.3c.Allotment of Interests to Owners of Rangitoto Block 5B3 (1917)

<u>Name of Owner</u>	<u>acreage allocated</u>
Maraea Pakake	477a 3r 0p
Hemaima Pakake	477a 3r 0p
Mere Pakake	477a 3r 0p
Taare Pakake	477a 3r 0p
Henare Pakake	212a 1r 13 1/3p
Hoani Pakake	212a 1r 13 1/3p
Te Ahu Pakake	212a 1r 13 1/3p

8.4. Rangitoto Block 5B1:

In 1918 there were survey liens of £1-0-0 owing on Block 5B1, although no documentation was located as to when, how, or if this amount was repaid.¹⁶ In April 1973, Pohe Hohapata Hippolite, an owner in Block 5B1, approached the Maori Trustee seeking to acquire the uneconomic interests in this block.¹⁷ She was granted a Consolidated Order under Section 445 of the Maori Affairs Act, 1953, from the Maori Land Court. The Maori Trustee agreed to sell shares vested to itself by the Court in terms of Section 151A(4) of the 1953 Act. The Court produced a valuation roll dated 1972, giving a capital value of \$200. The draft consolidated order was

¹⁵ CT 38/66, Land Titles Office, Nelson. No reason is given as to why Wiremu's acreage was to receive about 10 acres extra than his original allotment. But may be a reflection on the physical aspect and/or other economic factors, or he may have succeeded, in part, to a portion of Riria's interests.

¹⁶ Memo dated 28/9/18, from C.S., L & S, Blenheim, to C.S. L & S, Nelson, L & S 20/2 (Part 1).

¹⁷ Ne M.B. 14/93, Unable to find whom Pohe succeeded from.

advertised accordingly, and no objections were noted.¹⁸ Vestment of the 'uneconomic' interests to the Maori Trustee was confirmed in November 1973. These interests (equating to 37 acres), were subsequently purchased by Pohe for \$100 pursuant to Section 445.

In February 1975, Pene Turi Ruruku, successor to Turi Ruruku, transferred his interests by gift (pursuant to Section 213 of the Maori Affairs Act, 1953), to his niece, Pene Ruruku Hippolite.¹⁹ The transfer was confirmed on 13 October 1975, on the proviso that Hippolite had no power of sale.²⁰ The block was determined Maori Freehold land in 1982, and had a valuation of \$22,000 in 1990.²¹

8.5. Rangitoto Block 5B2:

In 1918, Survey Liens of £7-18-1 were owed on Block 5B2.²² In 1957, payment was made of £9-18-1 being the principal plus five years interest of £2-0-0.²³ Remission for interest beyond 5 years was applied for under Section 410 of the Maori Affairs Act, 1953, and approved in June 1957. In 1935, Hona Kawharu (aka John Kawharu), succeeded to Wiremu Omira.²⁴

Once purchase of the western side of the Mill Arm, Greville Harbour (Rangitoto Block 5B3), was completed by the Crown in 1971 [see 8.6 below], the question of procuring the eastern side, comprised in Block 5B2, was contemplated.²⁵ This hilly area was comprised of second growth with little farm value. The Commissioner of Crown Lands, Nelson, suggested that this 'worthless' land be exchanged for some other land 'in NZ' to enable Kawharu to retain a land interest.²⁶ No action, however, eventuated from this proposal. The land remains in Maori ownership, although it was declared European land under Part I of the Maori Affairs Amendment Act, 1967.²⁷

8.6. Rangitoto Block 5B3:

In 1918, Rangitoto Block 5B3 had accrued a survey lien of £47-2-5, although no details were forthcoming as to when, how, and if payment of these liens was made.²⁸ The following year, June 1919, the owners of Block 5B3 transferred their interests to Percy Edwin Mills for the consideration of £4459-0-3.²⁹ In 1914, the block was valued at £2595 for 3621 acres (Rangitoto Block 5). The consideration was nearly double the land value, for less acreage. The vendors were deemed as possessing sufficient other lands for their respective

¹⁸ Ne 14/142.

¹⁹ Wn M.B. 47/234.

²⁰ Wn M.B. 47/343-344.

²¹ Folder 129, Block Index Folder, MLC, Chch - 'Memorial Schedule' for Rangitoto 5B1. Created under Section 34(10), MA Act, 1953, The Conversion 'Programme' was an attempt to reduce the number of owners on individual titles by prohibiting further partitioning of small interests worth under £25, defined as 'uneconomic interests'. Compulsory acquisition of such interests by the Maori Trustee were usually resold back to individual owners in the same property, or an incorporation for the owners. The crux of dissent with the programme was its continuance of treating Maori tribal land as an aggregation of the individual interests of members of the tribe instead as ownership in common by the whole group.

²² Memo dated 28/9/18, from C.S., L & S, Blenheim, to C.S. L & S, Nelson, L & S 20/2 (Part 1).

²³ Memo dated 21/6/57, from C.S., L & S, Nelson, to D.G. of Lands, Wgtn, L & S 22/155/13.

²⁴ Search Form, dated 1/7/69, L & S 13/58 (Part 4).

²⁵ Folio 1039, Memo dated 10/3/72, from CCL, Nelson, L & S 13/58 (Part 5).

²⁶ Folio 1039, Memo dated 10/3/72, from CCL, Nelson, L & S 13/58 (Part 5).

²⁷ Form letter dated 23/9/69, from MLC, Chch, to C.S., L & S, Nelson - regarding Rangitoto 5B2, L & S 11/136 (Vol 1).

²⁸ Memo dated 28/9/18, from C.S., L & S, Blenheim, to C.S. L & S, Nelson, L & S 20/2 (Part 1).

²⁹ Application for Confirmation', dated 9/5/19, between Mills and Taare Pakake et al, CH 270 15/2/221, Rangitoto 5B3, NA, Chch.

needs and payment was subsequently confirmed:³⁰

Table 8.6a.
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Hemaima Pakake (Rangitoto/Ruapaka ³¹)	Ruapaka	6
	Whangarae No. 1A	14a 2r 12p
	Nelson Tenths	
	Okiwi Sec 19 Sub 1A	65a 3r 14p
Maraea Pakake (Rangitoto ³²)	Okiwi Sec 19 Sub 1A	65a 3r 15p
	Whangarae No. 1A	14a 2r 12p
	Nelson Tenths	
	Otipua	1a 0r 37p
	Orakauhamo	
	White's Bay	
	Wairau Blk XII Sub 12D	
Mere Pakake (Rangitoto ³³)	Ruapaka 25B	
	'and other lands'	
	Okiwi Sec 19 Sub 1A	65a 3r 13p
	Whangarae No. 1 A	14a 2r 12p
	Otipua	1a 0r 37p
	Nelson Tenths	
	Orakauhamo	
Taare Pakake (Rangitoto ³⁴)	White's Bay	
	Wairau Blk XII Sub 12D	
	Ruapaka 25B	
	'and other lands'	
	Okiwi Sec 19 Sub 1A	65a 3r 14p
	Whangarae No. 1A	14a 2r 12p
	Pukatea 1 No. C	3a 3r 2p
	Nelson Tenths	
	Otipua	1a 0r 37p
	Orakauhamo	

³⁰ Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Hemaima, CH 20, 15/2/4056; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221.

³¹ For Hemaima's land, see: Application for a Confirmation Order of Alienation, dated 1906, between Reeves and Hemaima, CH 270 15/2/4056; List of Owners and their addresses, n.d., Ne 55 and 56, B.O.F.; for Maraeta's lands, see: Otaki M.B. 48/273; Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Riria, CH 20, 15/2/4056; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221; for Mere's lands, see: Otaki M.B. 48/273; Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Riria, CH 270 15/2/4056; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221; for Taare's lands, see: Otaki M.B. 48/273; Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Riria, CH 270 15/2/4056; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221; for Te Ahu's lands, see: Otaki M.B. 48/273; Application for a Confirmation Order of Alienation from the NLC', dated 1906, between Reeves and Riria, CH 270 15/2/4056; for Hoani's lands, see: Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221; for Henare's lands, see: Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221; for payments to vendors, see: Letter dated 11/8/19, from Bunny, Wgtn to Reg, NLC, Wgtn, enclosing receipts, CH 270 15/2/221.

³² List of owners and their addresses, n.d., Ne 55 and 56, B.O.F..

³³ List of owners and their addresses, n.d., Ne 55 and 56, B.O.F..

³⁴ List of owners and their addresses, Ne 55 and 56, B.O.F..

Table 8.6a.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Taare Pakake (cont.)	White's Bay Wairau Blk XII Sub 12D Ruapaka 25B 'and other lands'	
Te Ahu Pakake (Okiwi/Rangitoto ³⁵)	Okiwi Otipua Orakauhamo White's Bay Wairau Blk XII Sub 12D Ruapaka 25B 'and other lands' ³⁶	41 1a 0r 37p
Hoani Pakake (Okiwi ³⁷)	Okiwi Sec 19 Sub 1A Whangarae No. 1A Nelson Tenths	65a 3r 14p 14a 2r 12p
Henare Pakake (Okiwi ³⁸)	Okiwi Sec 19 Sub 1A Whangarae No. 1A Nelson Tenths ³⁹	65a 3r 14p 14a 2r 12p

Table 8.6b.Schedule of Payments Owing to each Vendor.Sale of Rangitoto Block 5B3 (1919)

<u>Name of Vendor</u>	<u>Purchase Price (£)</u>
Hemaima Pakake	836-1-3
Maraea Pakake	836-1-3
Mere Pakake	836-1-3
Taare Pakake	836-1-3
Te Ahu Pakake	371-11-9
Hoani Pakake	371-11-9
Henare Pakake	371-11-9

Table 8.6c.Schedule of Distribution of Purchase Money to Hemaima Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	6/6/19	10	
Balance paid	28/6/19	826-1-3	836-1-3

³⁵ List of owners and their addresses, n.d., Ne 55 and 56, B.O.F.; Letter dated 18/3/21, from Maginnity et al, to Reg., Wgtn, enclosing application to S.I.M.L.B. for authorisation of payment, by Henare and Hoani, CH 270 15/2//221.

³⁶ Otaki M.B. 48/273; Application for a Confirmation Order of Alienation from the NLC, dated 1906, between Reeves and Riria, CH 270 15/2/4056.

³⁷ Letter dated 18/3/21, from Maginnity et al, to Reg., Wgtn, enclosing application to S.I.M.L.B. for authorisation of payment, by Henare and Hoani, CH 270 15/2//221.

³⁸ Letter dated 18/3/21, from Maginnity et al, to Reg., Wgtn, enclosing application to S.I.M.L.B. for authorisation of payment, by Henare and Hoani, CH 270 15/2//221.

³⁹ Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 30/5/19, CH 270 15/2//221.

Table 8.6d.Schedule of Distribution of Purchase Money to Maraea Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Full Payment	11/7/19	836-1-3	836-1-3

Table 8.6e.Schedule of Distribution of Purchase Money to Mere Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	11/6/19	50	
Balance paid	7/8/19	786-1-3	836-1-3

Table 8.6f.Schedule of Distribution of Purchase Money to Taare Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/4/19	100	
Balance paid	24/6/19	736-1-3	836-1-3

Table 8.6g.Schedule of Distribution of Purchase Money to Te Ahu Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/4/19	50	
Part payment	6/6/19	10	

Table 8.6h.Schedule of Distribution of Purchase Money to Hoani Pakake.Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	6/6/19	10	
Balance paid	18/4/21	361-11-9	371-11-9

Table 8.6i.
Schedule of Distribution of Purchase Money to Henare Pakake,
Sale of Rangitoto Block 5B3 (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/4/19	20	
Balance paid	18/4/21	351-11-9	371-11-9

In 1944, the land was transferred from Spencer and Brewer, to Leonard Charles Leov, farmer of Rai Valley, Marlborough.⁴⁰ Leov was considered an astute business man known to drive a hard bargain.⁴¹ In 1950, Leov advised that he wished to exchange land in the Mill Arm area, Greville Harbour (Part Block 5B3), for land in Otu Bay, Rangitoto Block 6B [see Figure 10].⁴² The Mill Arm area was considered to be of excellent scenic value. The land exchanged was 158 acres in the Mill Arm area for 160 acres of Crown Land in Part Rangitoto Block 6B1. This exchange was supported by the Croiselles-French Pass-D'Urville Island Reserves Board.⁴³ The exchange was highly recommended by the CCL, Nelson, provided Leov paid associated costs.⁴⁴ The Crown was, however, rather cautious, as the land that Leov wished to acquire, Part Rangitoto Block 6B1, was subject to disputes of access for fencing material [see Chapter 9 (9.4)].⁴⁵ Leov reiterated the scenic values of Mill Arm, and posed the veiled threat that to fell the area would be a 'mighty shame'. This was taken seriously by the CCL, Nelson, who, again, recommended approval to exchange the land. But the problem of access to fencing materials for Part Rangitoto Block 6B was considered too sensitive by Head Office, especially as this area had recently been procured from the Maori owners on the proviso that it be used for scenic purposes.⁴⁶

In 1953, the Crown decided to approach the former owners of Rangitoto Block 6B1 to see if they would be willing for the Crown to set aside part of this block procured from them, for fencing purposes, to enable an exchange of Part Rangitoto Block 5B3 for scenic reserve.⁴⁷ The Crown's intention was advertised and, as no objections were noted, the Minister of Lands approved the exchange.⁴⁸ The land in Mill Arm was subsequently gazetted Scenic Reserve in 1963, pursuant to Section 167 of the Land Act 1948 and the Reserves and Domains Act, 1953, and became known as Lot 2 DP 5258, being Part Rangitoto 5B3.⁴⁹

In 1955, Leov proposed a further offer of 1,030 acres to the Crown at £1 per acre. He was unwilling to pay further rates and interest on his mortgage for land that remained unproductive [see Figure 11].⁵⁰ The land offered was considered of equally high scenic value as the 158 acres recently exchanged, with abundant birdlife

⁴⁰ Baldwin III, p.24.

⁴¹ Folio 641, file note, dated 7/5/56, from Potts, Senior Field Officer, to CCL, Nelson, L & S 13/58 (Part 3).

⁴² Folio 441, file note (ca 1950) from Sutton, Field Inspector, to CCL, Nelson; Folio 516, file note, dated 13/2/52, regarding exchange, L & S 13/58 (Part 2).

⁴³ Memo dated 18/10/54, from CCL, Nelson, to D.G., L & S, Wgtn; (Part 3), Folio 696, Memo dated 21/8/63, from D.G., to Min. of Lands, L & S 13/58 (Part 3).

⁴⁴ Folio 441, file note (ca 1950) from Sutton, Field Inspector, to CCL, Nelson, L & S 13/58 (Part 2).

⁴⁵ Letter dated 22/10/50, from Leov, to CCL, Nelson, L & S 13/58 (Part 2).

⁴⁶ Memo dated 14/6/51 from CCL, Nelson, to D.G., Lands; Memo dated 23/7/51, from D.G., H.O., Wgtn, to CCL, Nelson, L & S 13/58 (Part 2).

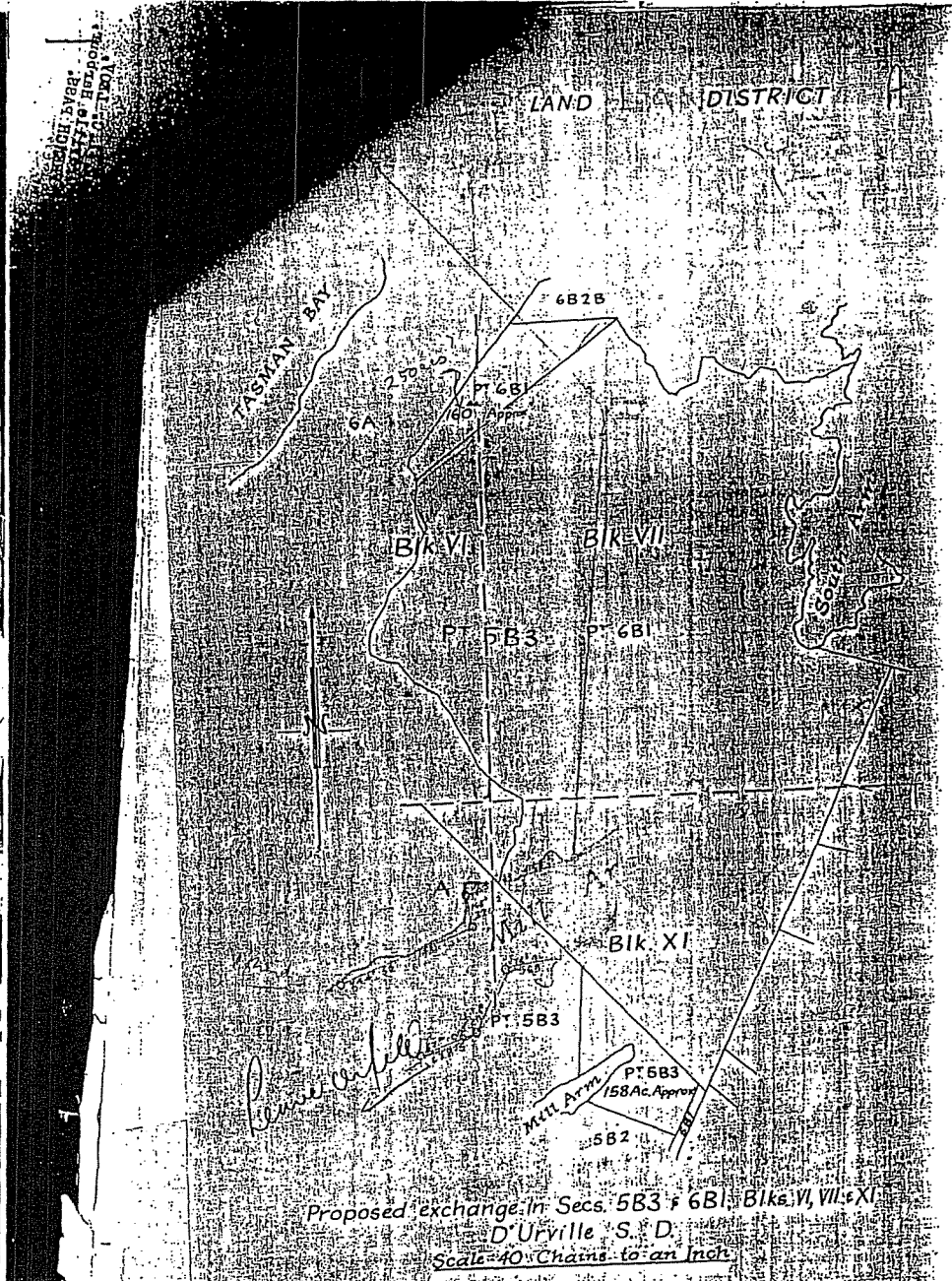
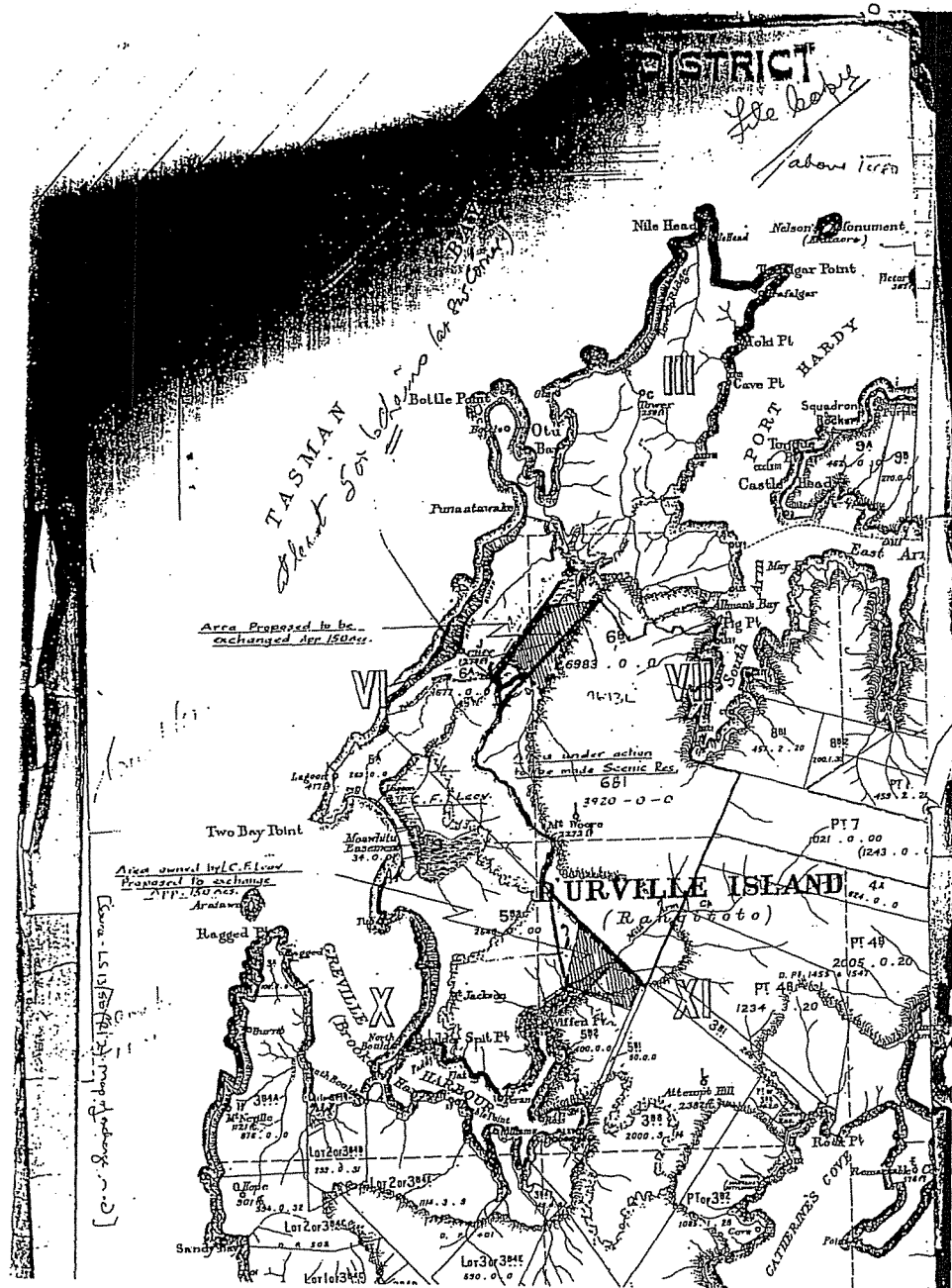
⁴⁷ Memo dated 22/6/53 from CCL, Nelson, to U.S., MA, Wgtn, L & S 13/58 (Part 3).

⁴⁸ Memo dated 20/10/53, from D.G., L & S, Wgtn, to CCL, Nelson, L & S 13/58 (Part 3).

⁴⁹ Extract from *NZ Gazette* No. 52, dated 5/9/63, page 1317; Folio 696, Memo dated 21/8/63, from D.G., to Min. of Lands, L & S 13/58 (Part 3).

⁵⁰ Folio 630, 'Personal Interview', dated 13/12/55, L & S 13/58 (Part 3).

Figure 11

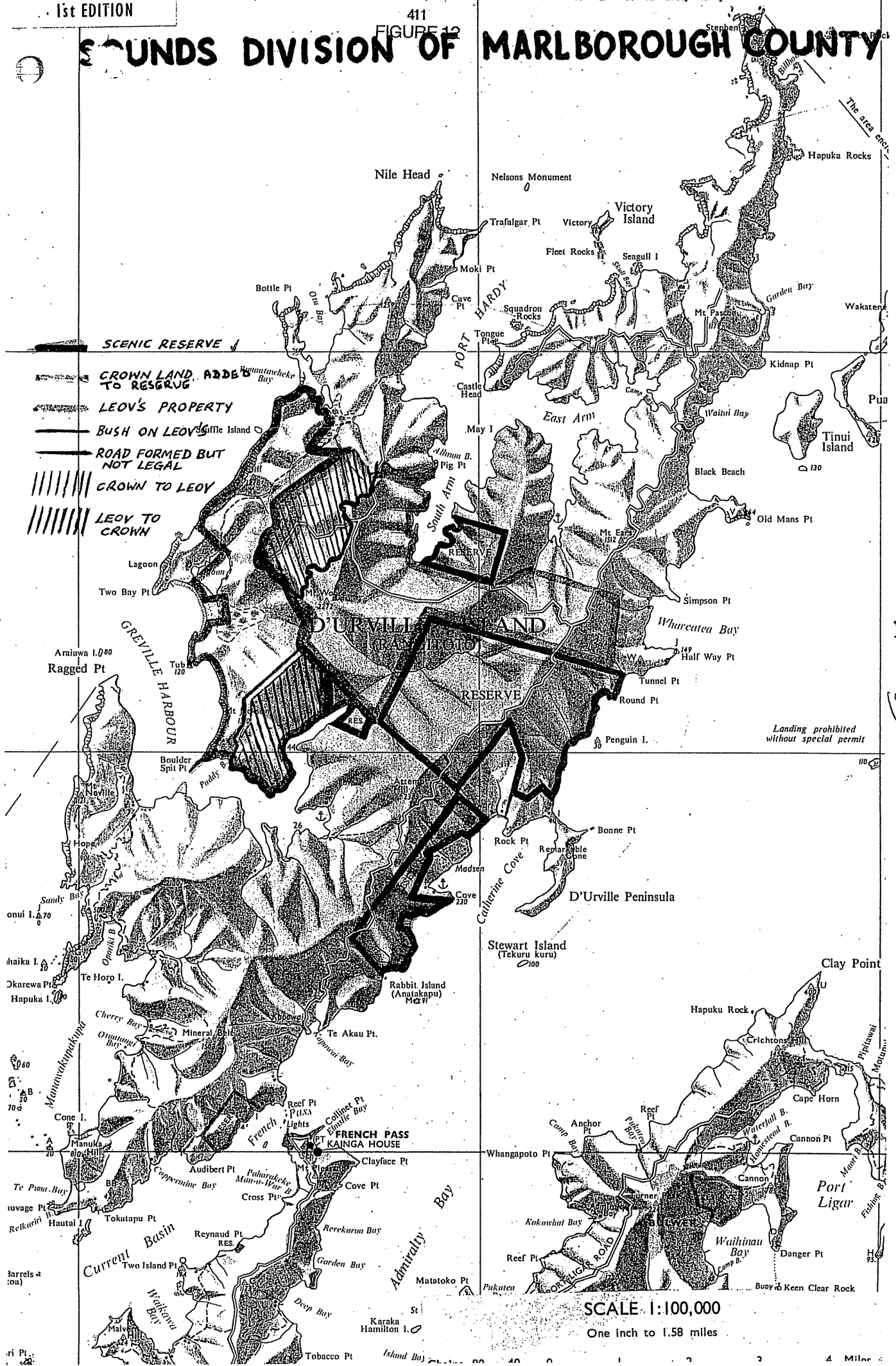


108
~~448~~
FIGURE 10

NELSON LAND DISTRICT

SOUNDS DIVISION OF MARLBOROUGH COUNTY

411
FIGURE 12



[Source: h.s. 4/538 (Pt 2) - 15th May 97 (Revised) exchange when h.s. 4/538 for Pt 2, 12, n-2.]

and aesthetic value.⁵¹ Leov proposed to fell this area if he could not find employment for his two sons. The area was not considered economic for farming with the Conservator of Forests providing a commercial value of only £100.⁵² His offer, however, was on the proviso that the Crown purchase Rangitoto Block 6B2A for one of his sons.

In 1956 the Minister of Lands recommended that an offer be made at 12/- 6d per acre, up to £650, with the Crown to bear costs of survey.⁵³ The Crown would recommend to the Maori Trustee, in regard to the purchase of Rangitoto Block 6B2A, that Leov was a very capable farmer. Approval to procure Rangitoto Block 6B2A was given by the Maori Land Court on 20 August 1956, but Leov had decided not to proceed with the offer due to implications of burning near a scenic reserve (a shortage of labour to cut scrub made it necessary to clear by fire).⁵⁴

In 1963, Block 5B3 was transferred to Leov's son, Frederick Leov. In 1970, Frederick felt that rather than sell the land, he would seek an exchange of 936 acres of Mill Arm, in Leov's name, for 1030 acres of Section 12. This had been acquired from the Maori Owners in 1952, for scenic purposes, but only gazetted as Crown land [see Chapter 9 (9.4)].⁵⁵ After an inspection of D'Urville Island in May 1970, the Croiselles-French Pass-D'Urville Island Reserves Board sought to discuss the idea of an exchange with Leov.⁵⁶ The values of the block were considered equal. Leov's purpose in exchange was to acquire more suitable land for possible future development. The Reserves Board was 'emphatic' that the Mill Arm land had greater aesthetic appeal overall, and that the sacrifice of part of Section 12 was worthwhile. The Crown, too, was more than eager to acquire Rangitoto Block 5B3 as it had one of the few remaining stands of native coastal bush in the district.⁵⁷ Leov desired the exchange in order to obtain a comparable area, 'handily' situated to his farmable area, which he would retain for possible future development.⁵⁸ It was recommended, with the support of the Scenic and Allied Reserves Committee, Head Office, Lands and Survey, Wellington, that exchange be actioned, with the Crown to meet costs of survey (\$3,000) and a compiled plan (\$120).⁵⁹

Transaction of exchange was gazetted in 1974, pursuant to the Reserves and Domain Act, 1953.⁶⁰ The land at Mill Arm became known as Lot 1 DP 8133, comprising 384.4513ha.⁶¹ The land in exchange, formerly, Part Section 12, became Section 13, Block VII, D'Urville S.D., and then Lot 1 DP 5258, comprising 170a 1r 24p.⁶² The Crown now sought to acquire Rangitoto Block 5B2 to add to the Scenic reserve [see 8.5. above].

In June 1995, Rangitoto Block 5A and Part Rangitoto Block 5B3 were subdivided into eleven lots, which saw the conceptions of an Esplanade Strip and Local Purpose Reserves (L.P.R.), under DP 1751, vested to the Marlborough District Council pursuant to Section 223 of the Resource Management Act, 1991 [see

⁵¹ Folio 641, file note, dated 7/5/56, from Potts, Senior Field Officer, to CCL, Nelson, L & S 13/58 (Part 3).

⁵² Folio 657, 'Land Settlement Board - Head Office Committee Reserves - Offer of Property to the Crown', dated 25/1/57, L & S 13/58 (Part 3).

⁵³ Folio 657, 'Land Settlement Board - Head Office Committee Reserves - Offer of Property to the Crown', dated 25/1/57 L & S 13/58 (Part 3).

⁵⁴ Folio 662, Memo dated 2/4/57 from CCL, Nelson, to D.G., Wgtn, L & S 13/58 (Part 3).

⁵⁵ Folio 941, 'Record of Telephone Call', dated 6/2/70; Folio 986, Memo dated 1/3/71, from F.O., to CCL, Nelson; Folio 986, Memo dated 1/3/71, from F.O., to CCL, Nelson; Folio 989, 'Settlement Board: Head Office Committee - Reserves', submission, dated 30/3/71, L & S 13/58 (Part 4).

⁵⁶ Folio 958, Ministerial dated 25/5/70, from CCL, Nelson, to H.O., Wgtn, L & S 13/58 (Part 4).

⁵⁷ Folio 911, Letter dated 16/7/69, from CCL, Nelson, to F.T. Leov, L & S 13/58 (Part 4).

⁵⁸ Memo dated 1/3/71, from Field Officer, Nelson, to CCL, Nelson, L & S 13/58 (Part 4).

⁵⁹ Folio 989, Settlement Board: Head Office Committee - Reserves, submission, dated 30/3/71; Folio 1008, Extract from Minutes of Meeting of Scenic and Allied Reserves Committee of 7/5/71, L & S 13/58 (Part 4).

⁶⁰ Folio 1087, Extract from *NZ Gazette*, 18/7/74, No. 70, page 1475, L & S 13/58 (Part 5).

⁶¹ CT 4B/631, land Titles Office, Nelson.

⁶² Proc 1854, CT 130/131, Land Titles Office, Nelson.

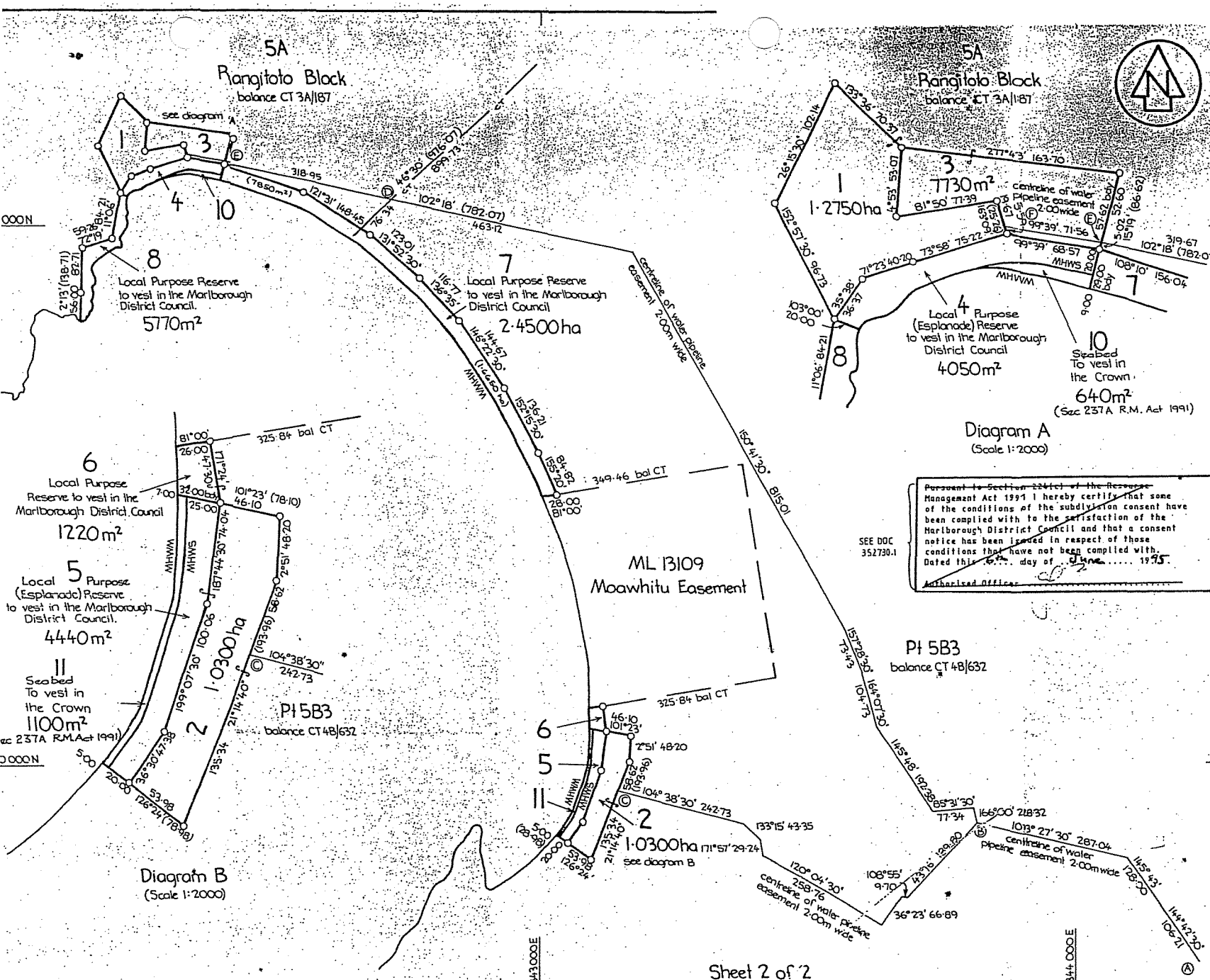
Figure 12]:⁶³

1. Lot 4 (4050m^2) - L.P. (Esplanade) R.
2. Lot 5 (4440m^2) - L.P. (Esplanade) R.
3. Lot 6 (1220m^2) - L.P.R.
4. Lot 7 (2.4500ha) - L.P.R.
5. Lot 8 (5770m^2) - L.P.R.

Two smaller areas of seabed were vested to the Crown, pursuant to Section 237A of the Resource Management Act, 1991 [see Figure 12]:

6. Lot 10 (640m^2) - Seabed
7. Lot 11 (1100m^2) - Seabed

⁶³ D.P. Plan 17521, D.O.S.L.I., Nelson.



Approvals: 73 Nelson + P Nurse
by their respective Attorney
AD Evers

Approved pursuant to Sec 223 of the Resource Management Act 1991 on the 6th day of June 1995. Subject to the amalgamation condition set out hereon.

The common seal of the Marlborough District Council was affixed hereto in the presence of

Mayor: *Gaundie*
General Manager: *Gaundie*

AMALGAMATION CONDITION
"That Part Section 5A Rangitoto Block (balance CT 3A/187), Part 5B3 (balance CT 4B/632), Rangitoto 6A (CT 75/286), Lot 1 DP 5258 (CT 130/13) and Section 13 Block VII d'Urville Survey District (CT 20/673) be amalgamated and that one certificate of title be issued to include the said parcels." (reference 340959.1)

For access pursuant to Section 321(3)(d) of the Local Government Act 1974 see document number

New Certificates of Title allocated
Lot 1: 11C/231 Lot 4: 11C/234 Lot 7: 11C/235
Lot 2: 11C/232 Lot 5: 11C/236 Lot 8: 11C/235
Lot 3: 11C/233 Lot 6: 11C/235 Lot 9: 11C/236
Bal CT 3A/187, 4B/632 & 11C/237
Cat 75/286, 130/13, 20/673 }

Shown	Purpose	Servient tenement	Dominant tenement
A-B	Right to convey water	Part of Rangitoto 5B3 (balance CT 4B/632) Section 5A Rangitoto Block (balance CT 3A/187)	Lots 1, 2 & 3 hereon
B-C			Lot 2 hereon
B-D			Lots 1 & 3 hereon
D-E			Lots 1 & 3 hereon
E-F			Lot 3 hereon

Total Area 63,1300 ha
Comprised in CT 3A/187, 4B/632

I, David Fraser Ward of Nelson
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Nelson this 26th day of June 1995. Signature *David*

Field Book 2352 p. 17, 21, 31, 33 Traverse Book 1149 p. 171-174
Reference Plans DP 8133, SO 6695, ML 7163, 13109

Examined L Skinner Correct *67*

Approved as to Survey
18/8/95 *Gaundie* Chief Surveyor

Deposited this 25th day of October 1995
Gaundie Registrar

File
Received 30.6.95
Instructions

17521

ND DISTRICT Nelson
Survey Blk. & Dist. VI & X D'Urville
MS 261 Sheet P25 Record Map No. 10000/21524

Lots 1-11 being subdivision of Section 5A
Rangitoto Block and Part of Rangitoto 5B3

TERRITORIAL AUTHORITY Marlborough District
Surveyed by Gaundie & Ward 5559
Scale 1:5000 Date April 1995

CHAPTER NINE
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 6 ~

9.1. Rangitoto Block 6:

In 1895, owners for Rangitoto Block 6, comprising 8,131 acres, were confirmed:¹

Table 9.1a.

Allotment of Interests to Owners of Rangitoto Block 6 (1895)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Rene te Ouenuku (aka (Te) Ouenuku Rene)	Teo Ouenuku (aka Teo Ouenuku Rene)	274
	Ruta Ouenuku	274
Makarini Ouenuku (aka Makarini te Tahua)		448
Teo Ouenuku		841
Ruta Ouenuku (aka Ruta Rene)		398
Mihi Ouenuku (aka Mihi Rene)	Teo Ouenuku Ruta Ouenuku	274 274
Kaaro Ouenuku (aka Kaaro Rene)	Teo Ouenuku Ruta Ouenuku	274 274
Wetini Rapana		520
Rangiruhia Hone Hukaroa	Pene Hone Hukaroa	548
Wiremu Omira Pakake		500
Teo Ouenuku in Trust for Aperahama Tengi's family [to be dealt with by the NLC, once owners could be ascertained - see Karepa Whetu's petition, Chapter 3 (3.2)]		3232

Teo Ouenuku Rene's interests were succeeded to on 16 December, 1901:²

Table 9.1b.

Successors to Teo Ouenuku Rene, Rangitoto Block 6 (1901)

<u>Successors</u>	<u>acreage allocated</u>
Rene te Ouenuku	583
Ruru te Ouenuku	582
Ruta Rene and Ngahuia Rene appointed Trustees for minors	
Hira Peneamine (aka Natanahira Pene)	60
Ngahuia Rene	338
Te Riringa Takuna	100

¹ Ne M.B. 3/246; Ne M.B. 2/75 for succession of Karo Ouenuku who died 19/2/1885 (no children); succession of Rene Ouenuku, who died 28/5/1886 (two children); succession to Mihi Rene, died 1885 (no children); Ne M.B. 3/206 for succession to Rangiruhia Hone Hukaroa, died 1893 Whangaroa, Raglan (one son).

² Otaki M.B. 37/275-276; Teo died at Porirua, 29/10/1900; Owners of Block No. 6, n.d., CH 270 15/2/4018, Rangitoto 6 and 7, NA, Chch.

An application under Section 34, of the Native Land Claims Adjustment and Laws Amendment Act, 1901, was lodged at a Native Land Court hearing in March 1902, and saw the inclusion, in title, of eight further owners to the block:³

Table 9.1c.
Further allotment of Interests of Rangitoto Block 6 (1902)

<u>Name of Owner</u>	<u>acreage allocated</u>
Karepa Tengī	244
Te Waaka Ngaru Tengī	500
Karipa te Whetu	546
Maata Karepa	505
Wiremu Karepa	505
Katene Waikawakawa Tengī	500
Hohaia te Kotua	216
Maata/Mata te Kotua	216

Carkeek's survey of 1907-09, saw the addition of 529 acres bringing a total acreage of 8660 for Block 6:⁴

Table 9.1d.
Allotment of Interests after Carkeek's Survey.
Rangitoto Block 6 (1907-09)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Ruta Rene		1351
Makarini Ouenuku		497
Wetini Rapana		577
Pene Hone Hukaroa		607
Wiremu Omira Pakake		554
Karepa Tengī		244
Te Waaka Ngaru Tengī		500
Karepa Whetu	(Te) Reme Karepa	273
	Aperahama Karepa	273
	(aka Aperahama Whetu)	
Maata Karepa	Wiremu Karepa	505
Wiremu Karepa		505
Katene Waikawakawa Tengī		500
Hohaia te Kotua		216
Maata te Kotua		216
Rene te Ouenuku		645a 1r 0p
Ruru te Ouenuku		644a 3r 0p
Hira Peneamine		66a 2r 0p
Ngahuia Rene		374a 3r 0p
Te Iringa Takuna		110
Aperahama Karepa		273

³ Wn M.B. 10A/19-20 .

⁴ Baldwin III, p.11; Particulars of Title of Owners of Rangitoto No. 6, dated 25/8/16, CH 270 15/2/121, Rangitoto No. 6, NA, Chch; Wn M.B. 10/269 for succession of Maata Karepa; Owners of Block No. 6, n.d., for successor to Karepa Te Whetu, CH 270 15/2/4018.

On 10 April, 1906, Block 6 was leased for 21 years to John Morrison over the interests of the following owners:⁵

Ruta Rene, and as Trustee for Rene te Ouenuku and Ruru te Ouenuku
 Makarini Ouenuku
 Hira Peneamine
 Karepa Tengī
 Katene Waikawakawa Tengī
 Wiremu Karepa
 Hohaia te Kotua
 Reme Karepa

The lease was confirmed and rental was set at 3d per acre for the first ten years and 4d per acre for balance. Mr Rawson gave evidence with respect to the rental, stressing that although no valuation had been done in respect of D'Urville Island, other similar leases on the island were set at around 3d per acre and reflected the little value the land had. A further lease of 42 years was given to Morrison in 1907 for all interests in Block 6 except those of Wiremu Omira Pakake, who did not sign the lease.⁶ Rental was set at 3d per acre for the first ten years; 4d, for the next 11; 5d, next ten, and 6d for the last 11 years.

Restrictions prohibiting sale of the block were removed in January 1907.⁷ Those owners applying for removal of restrictions had interests of 5409 acres. The other owners could not be located, although most appeared to live in the Bay of Plenty, Waikato, Gisborne and elsewhere in the North Island. Originally keen to procure the owners' interests, the lessee, John Morrison, transferred the lease to Andrew Hegarty later in the year, who subsequently sold out to Catherine Hegarty.⁸

In October 1908, Katene Waikawakawa Tengī transferred his undivided interests (500 acres) to Catherine Hegarty, for £270-16-10.⁹ In the same year the block was valued at £4483, with improvements by the lessee of £92. Katene was considered as possessing other lands for his 'sufficient use and occupation', and payment was finally made in 1912-13:¹⁰

<u>Table 9.1e.</u>	
<u>Katene Waikawakawa Tengī's (Whangarae¹¹) other lands</u>	
<u>Land Description</u>	<u>acreage/shares</u>
Okiwi Sec 19 Sq 91	109a 3r 16p
South Island Tenth's	
Onananga	42
Waitara	shares

⁵ Application to Confirm alienation, dated 15/2/06; Wn M.B. 15/49, CH 270 15/2/4018; Baldwin III, p.13.

⁶ Application to Confirm alienation, dated 19/4/07, between Morrison and Ruta Rene et al, CH 270 15/2/4018.

⁷ Wn M.B. 15/204 and 226.

⁸ Baldwin III, p.14.

⁹ Wn M.B. 16/114; Application to Confirm' alienation, dated 22/5/08, between Katene and Hegarty, CH 270 15/2/4018; Valuation No. 3/89/567pt, dated 8/8/07, regarding Rangitoto No. 6, CH 270 15/2/4018.

¹⁰ Application for Confirmation Order of Alienation', dated 1906, between Makarini and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d.; 'List of Other Lands by Katene Waikawakawa Tengī', n.d.; 'Application for Confirmation Order for Alienation', dated 1908, between Katene and Hegarty, CH 270 15/2/4018; Ne M.B. 6/270; Letter dated 14/7/13, from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn, also enclosing receipts of payment, CH 270 15/2/4018.

¹¹ Application for Confirmation Order of Alienation', dated 1906, between Katene and J.L.Morrison, CH 270 15/2/4018.

Table 9.1e.cont:

<u>Land Description</u>	<u>acreage/shares</u>
Section 39 Blk V Waitara Hauauru	
Section 45 Blk V Hea-i-otaraau	
Hoananga	40

Table 9.1f.Schedule of Distribution of Purchase Money to Katene Waikawakawa Tengī.Sale of Part Rangitoto Block 6 (1908)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	11/4/12	85	
Part Payment	18/10/12	5	
Part Payment	15/4/13	3	
Balance paid to Reg., NLC, Wgtn for disbursement to Katene	14/7/13	177-16-10	
Survey Liens over Rangitoto 6 (2d per acre)	n.d.	4-3-4	
[No details as to when balance was paid to Katene]			270-16-10

In April, 1911, Wiremu Omira Pakake, of Whatahutu, transferred his interests (554 acres) to S.M.Wiggins, N.J.Brown and L.A.Brown (who had now taken over the leasehold of the block), for a consideration of £548.¹² The value of the property in 1908, was £4,500 or over 11/- 3d per acre, with improvements (in lessee's name only) of £109.¹³ The purchase money appears to reflect the value of £1 per acre based on pre-Carkeek's survey which had Wiremu owning 548 acres. If consideration did not take into account the new amended acreage, there was no evidence to indicate whether further payment was made in respect of Carkeek's survey. Wiremu was noted as being, "... practically a European but does not appear to have much other land" [a list of vendor's other lands could not be located]. He wished to expend the purchase money on more profitable 'acts' (such as procuring land at Whatahutu), as he believed Block 6 was not producing much revenue. An Order-In-Council was issued authorising alienation.¹⁴ A delay of three years of final payment to Pakake was due to Court disputes over boundary lines between Rangitoto Blocks 5 and 6. Wiremu had written, without success, to Wiggins, one of the purchasers, for some indication of payment to enable a deposit to be put down, but eventually, in 1913, he received the balance of the purchase money.¹⁵

¹² Otaki M.B. 51/370; Application to Confirm', alienation, dated 27/3/11, between Pakake and Brown et al, CH 270 15/2/4018; Receipt dated 30/6/13, from Pakake, CH 270 15/2/4018.

¹³ Valuation Slip No. 36001, dated March 1908, regarding Rangitoto No. 6, CH 270 15/2/4018.

¹⁴ O-I-C was issued notwithstanding provisions of Part XII of the NLC Act, 1909, CH 270 15/2/4018.

¹⁵ Letter dated 6/8/12, from M.P.Poole to W.D.S.MacDonald; Letter dated 19/9/12, from Herries [M.P.?], to MacDonald, MA 1 1912/2868; For Court dispute over boundaries, see Wn Appellate M.B. No. 3/132-136; For payment to Wiremu, see: Receipt dated 30/6/13, from Wiremu Pakake.

Table 9.1g.

Schedule of Distribution of Purchase Money to Wiremu Omira Pakake.
Sale of Part Rangitoto Block 6 (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	28/9/10	20	
Balance paid	30/6/13	528	
			548

Pene Hone Hukaroa, Te Whaaka Nguru Tengī and Hohaia te Kotua applied to the NLC in August and September, 1911, for confirmation of transfer of their respective undivided interests in Block. 6, comprising 1323 acres, to Brown and Wiggins.¹⁶ Consideration was for 10/- per acre, or £658; £300 for Pene's interests, £250 for Tengī's, and £108 for Hohaia's. However, the Court considered only Pene Hukaroa possessed sufficient other lands for his needs.¹⁷ Therefore, not convinced that the interests of Hohaia and Te Whaaka should be sold, the Court adjourned to reconsider the matter [for sale of Pene's Interests, see below].

Table 9.1h.

Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Pene Hone Hukaroa (Porirua/Whangaroa (Raglan) ¹⁸)	Rangitoto No. 8	131a 2r 26p
	Rangitoto No. 3	87ac (sold)
	Rangitoto No. 10	50ac (sold)
	Okiwi Sec 19 Sq 91 Sub 2	1/3 share of 153a 3r 8p
	Raglan (not specified)	18
Te Whaka Nguru Tengī (Whangarae ¹⁹)	Takaka	share
	Aorere	6 (£8-10-0/acre)
	Waitara	
	[Whakapokopoko?]	
	Owananga	share
	Okiwi	share
	NZ Co. Tenths	

¹⁶ Wn M.B. 18/31, 75-76; Application to Confirm' alienation, dated 20/7/11, between Hukaroa et al and Wiggins et al, CH 270 15/2/4018.

¹⁷ For Pene Hukaroa's lands, see: List of Owners Other Lands', dated 11/8/11, CH 270 15/2/4018; for Te Whaka Nguru Tengī's lands, see: Application for Confirmation Order of Alienation', dated 1907, between Te Whaka and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d., CH 270 15/2/4018; for Hohaia te Kotua lands, see: Application for Confirmation Order of Alienation', dated 1906, between Tengī and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d.; 'List of Owners Of Lands', dated 11/8/11, regarding Kotua's interest; 'List of Hohaia Te Kotua's Other Lands', dated 16/10/12; Hohaia and Te Waaka's lands were mainly from succession to the shares of their father, Wi Te Ari and their mother Toku te Meera; Application for Confirmation of Transfer', dated 4/3/12, between Te Waaka et al and Brown and Wiggins, CH 270 15/2/4018.

¹⁸ Owners of Block No. 6, n.d., CH 270 15/2/4018; Wn M.B. 18/275

¹⁹ Application for Confirmation Order of Alienation', dated 1907, between Te Whaka and J.L.Morrison, CH 270 15/2/4018.

Table 9.1h.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Hohaia Te Kotua (Whangarae ²⁰)	Riwaka	100
	Nelson Tenth's	
	Mahinawa 1A	7a3r18p
	Tutaeparaikete No. 2C	1/10th share of 4 acres
	Takapuwahia Township Section 125	1/2 share
	Takapuwahia Township Sections 101 and 102	1/5 share
	Rangitoto No. 8	4a 1r 0p
	Whangarae Sec 18 Sq 91 Sub 2	1/4 share of 102a 3r 24p
	Tepa	300

Hohaia and Te Whaka sought again to sell their interests at a further hearing on 21 September 1911, at Nelson.²¹ Hohaia was willing to sell at 10/- per acre and sought to procure for himself, from the purchase money, Elkington's lease in Whangarae No. 3A and 100 acres at Whangarae belonging to his Uncle at £1 per acre. Te Whaka stated that he was 28 years of age, worked for a European, and was receiving £21 per year from rent (land not specified), plus a further £18 a year from the Public Trustee in regards to the West Coast Settlement Reserves and Nelson Tenth's. Yet, the Court was still not convinced that Hohaia and Te Whaka had sufficient other lands, and thus the case was adjourned *sine die*. Barrister and Solicitor, Ayson, intended to travel to Taranaki to ascertain the value of lands there belonging to Te Whaka and Hohaia, although the vendors did not appear to pursue the sale of their interests after this hearing.²²

On 18 November 1912, Pene Hukaroa transferred his interest (607 acres) to Wiggins and Brown for £300.²³ Part payment was made to Pene before his death in 1913, with the balance paid to debtors and his successors.²⁴

Table 9.1i.Successors of Pene Hukaroa, Rangitoto Block 6 (ca1912)

<u>Name of Owner</u>	<u>share allocated</u>
Turi Ruruku	1/4
Wetekia Ruruku	1/4

²⁰ Application for Confirmation Order of Alienation', dated 1906, between Kotua and J.L.Morrison, CH 270 15/2/4018.

²¹ Ne M.B. 7/54-56

²² Wn M.B. 19/4-5

²³ Wn M.B. 19/4-5

²⁴ For successors see Otaki M.B. 52/375; For payment, see: File Note, '1911-36', specifying accounts owed on; Receipt dated 18/9/13, from Turi Ruruku; Letter dated 14/7/13, from Bunny and Ayson, to Reg., NLC, Wgtn, enclosing receipts (5 pages); File Note, '1911-76', showing payments to successors (6 pages); Receipt, n.d., from Wira Arthur; 'Schedule of all payments', n.d., regarding Rangitoto No. 6; For Wira's claim for payment, see Letter dated 24/9/13 from Reg., Wgtn, to Matiu Matiu, Motuiti, Foxton, and, Letter dated 26/9/13, from Reg., NLC, Wgtn, to Turi Ruruku, CH 270 15/2/4018.

Table 9.1i.cont:

<u>Name of Owner</u>	<u>share allocated</u>
Kuti Matiu	1/6
Pirihira Matiu	1/6
Matiu Matiu	1/6

Table 9.1j.Schedule of Distribution of Part Purchase Money to Pene Hukaraoa.Sale of Part Rangitoto Block 6 (1912)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	25/3/11	20	
Ditto	1/11/11	16	
Ditto	11/12/11	15	
Ditto	1/10/12	15	
Ditto	14/10/12	5	
Ditto	23/10/12	10	
Ditto	23/12/12	1	
Ditto	12/2/13	3	
Ditto	20/2/13	11	
Ditto	14/6/13	12	108
Balance paid to Reg., NLC, Wgtn for disbursement to successors and debtors	14/7/13	192	

Table 9.1k.Schedule of Payments to DebtorsSale of Part Rangitoto Block 6 (1913)

<u>Debtor</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
W.I.Davies (Undertaker)	4/9/13.	5-5-0	
C. Jansen (Owner - Wgtn Motel)	12/9/13	3-7-6	
A. Benson (Grocer)	5/9/13	24-13-0	
Wira Arthur (produced authority signed by Hukaraoa for payment to Wira for £7 - see also Kuti's payment below)	25/10/13	5-0-8	
(Also to Wira, but appeared not to be deducted from purchase price was figure of 11/- 4d (n.d.) making up the £7 payable to Wira)			
Survey Liens	29/8/13	5-1-4	43-8-6
Balance to be distributed to successors		148-12-6	

Table 9.1l.Schedule of Payments (Balance) to SuccessorsSale of Part Rangitoto Block 6 (1913)

<u>Turi Ruruku</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
To Bunny and Ayson	25/9/13	22	
Balance paid to	26/9/13	14-13-3	36-13-3

Table 9.11.cont:

<u>Wetekia Ruruku</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	9/9/13	28-3-4	
Balance paid	10/10/13	6-16-0	34-19-4

<u>Kuti Matiu</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	30/8/13	14-9-6	
Part Payment	20/9/13	7-1-4	
Balance to Bunny and Ayson	25/9/13	4-6-0	
Payment from Kuti to Wira Arthur	n.d.	1-8-0	
		[making Wira's full payment of £7]	
			25-16-10
			(excluding Wira's payment)

<u>Pirihira Matiu</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	6/9/13	16-16-0	25-11-6

<u>Matiu Matiu</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	5/9/13	14-18-1	
Part Payment	24/9/13	6-16-0	
Balance to Bunny and Ayson	25/9/13	3-17-6	25-11-7

Katene Waikawakawa, through succession to Karepa Tengi [see Table 9.1q below], and Maata te Kotua, applied to have their interests (61 and 216 acres respectively) transferred to Wiggins and Brown in November 1912.²⁵ Maata intended to procure more land at Manaia and was deemed by the Court to have sufficient other lands for her means [for Waikawakawa's 'other lands', see Table 9.1e. above]. But their case was held over in order that a list of Katene's other lands could be submitted as the Court believed Katene to be virtually landless, although no evidence was produced to show that he had squandered or sold other land:²⁶

Table 9.1m.Schedule of Maata te Kotua's (Manaia²⁷) other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
Whangarae Sec 18 Sq 91 Sub 2	1/4 share of 102a 3r 34p
Waireregarding (Porirua)	14
Onepoto (Porirua)	share
Town Section - Manaia	1/2
(with a four-room house, stable and outbuildings - value of section and buildings not less than £400)	
Takapuwahia	7
Tutaeparakite (1/2 share in Sec. 125)	3

²⁵ Wn M.B. 19/5.

²⁶ Application for Confirmation Order of Alienation', dated 1907, between Mata and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d, CH 270 15/2/4018; Other Lands of Maata Te Kotua', dated 16/10/12; Letter dated 16/10/12 from H.W.Katene, to Messrs Bunny and Ayson, Wgtn, CH 270 15/5/121.

²⁷ Application for Confirmation Order of Alienation', dated 1907, between Mata and J.L.Morrison, CH 270 15/2/4018.

Table 9.1m.cont:

<u>Land Description</u>	<u>acreage/share(s)</u>
Wairau	14
Rangitoto No. 8	4a 1r 0p
Paekakariki	

Two year later, in September 1914, Katene and Maata again applied to the Court for confirmation of sale.²⁸ Consideration was at 11/- per acre, with Katene to receive £33-11-0 for her 61 acres and Maata, £118-16-0 for 216 acres. No evidence of Katene's other lands was noted in the Court minutes. Confirmation was given and payment subsequently made:²⁹

Table 19.1n.Schedule of Distribution of Purchase Money to Katene Waikawakawa Tengi.Sale of Part Rangitoto Block 6 (1914)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Payment forwarded to Reg., NLC, Wgtn, for disbursement to Katene			
	29/9/14	33-11-0	
Balance paid	11/12/14	33-11-0	33-11-0

Table 9.1o.Schedule of Distribution of Purchase Money to Maata te Kotua.Sale of Part Rangitoto Block 6 (1914)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	10	
Balance forwarded to Reg., NLC, Wgtn for disbursement to Matiu			
	29/9/14	108-16-0	
To Welsh and McCarthy (Barrs and Sols, Manaia) - for sale of Section 19 Blk XII, Manaia, to Maata	27/11/14	50	
To Welsh and McCarthy - for sale of 1/4 acre section adjacent to her section in Manaia	23/3/15	25	
Balance to Welsh and McCarthy - for sale of Section 18, Blk XII, Manaia, (purchase price is £43)	2/8/18	33-16-0	118-16-0

In November 1914, Ngahuia Rene sought confirmation for a transfer of her interest (374a 3r 0p) to

²⁸ Ne M.B. 7/262; Application for Confirmation', dated 24/9/12, between Tengi et al and Wiggins et al, CH 270 15/2/121.

²⁹ Letter dated 29/9/14, from Bunny and Ayson, to Reg., NLC, Wgtn; Letter dated 27/11/14, from Reg., Wgtn, to Messrs Welsh and MacCarthy, Manaia; Letter dated 11/12/14 from Reg., Wgtn, to Katene Tengi, French Pass; Letter dated 2/2/15, from Welsh and MacCarthy, to Messrs Bunny and Ayson; Letter dated 23/3/15 from Reg., to Messrs Welsh and McCarthy; Letter dated 11/5/18, from Welsh and McCarthy, to Reg., Wgtn; Letter dated 26/7/18, from Welsh and MacCarthy, to Reg., Wgtn; Letter dated 2/8/18, from Reg., Wgtn, to Welsh and McCarthy, CH 270 15/2/121.

Wiggins and Brown, for a consideration of £252.³⁰ Ngahuia intimated that :

- a) she received £4-4-0/year rent from lands in Auckland;
- b) £22/year from Rangitoto-Tuhua (North Island);
- c) received an income of only £26/year;
- d) had been selling 'odd' sections in the North Island and Horowhenua'
- e) owed 'considerable' amounts of money;
- f) wished to educate her two children (Rene Ouenuku and Ruru te Ouenuku) and repay debt.
- g) The children's income was £48 and £24 each;
- h) she needed repairs to house; and
- i) owed Stores to the amount of £30

The Court was convinced that Rene possessed sufficient other lands for her needs, and confirmed the sale for the sum of £268-2-0, upon condition that payment of £200 be retained under Section 92 of the Native Land Amendment Act, 1913, (although documentation shows that only £165 was retained), with the balance payable to Ngahuia Rene. The Court's intention was to ensure the money was used for the education and advancement of Ngahuia's children:³¹

Table 9.1p.

Schedule of Ngahuia Rene's (Russell/Auckland³²) other lands

<u>Land Description</u>	<u>acreage/shares</u>
Waihapa and Whangaroa	over 100
Rawhiti No. 1	63
Rawhiti No. 2	6
Orokawa	16
Waihapa 1A3B	9a 1r 24p

Table 9.1q.

Schedule of Distribution of Purchase Money to Ngahuia Rene.

Sale of Part Rangitoto Block 6 (1914):

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	10	
Balnace to Reg., NLC, Wgtn, for disbursement to Ngahuia and South Island District Maori Land Board	n.d.	268-2-0	
Payment to S.I.D.M.B.		165	
Balance		103-2-0	
[No further documentation denoting payments to Ngahuia]			268-2-0

³⁰ Wn M.B. 20/44-45, ; CH 270 15/2/121 - 'Application for Confirmation', dated 24/10/14, between Ngahuia and Wiggins et al

³¹ For Rene's other lands, see: Application for Confirmation Order of Alienation', dated 1907, between Ngahuia and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d., CH 270 15/2/4018; Schedule of Other Lands Owned by Maori Vendors or Lessors', dated 10/11/14, CH 270 15/5/121; for payments to Rene, see: Order for Payment of Money held in Trust', dated 1/4/15, regarding money to Ngahuia, CH 270 15/2/121; AJHR 1915, G-9, p. 19 for payment retained under Section 92; Unfortunately, little documentation was found in respect of payments to Ngahuia and the Public Trustee, and future disbursement from Trustee to Ngahuia's children.

³² Application for Confirmation Order of Alienation', dated 1907, between Ngahuia and J.L.Morrison, CH 270 15/2/4018.

Further successions occurred around 1916-18, for the interests of:³³

Table 9.1r.

Allotment of Interests to Successors of Owners of Rangitoto Block 6 (1916)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Makarini Ouenuku	Ruta Rene	248a 2r 0p
	Tio Rene	124a 1r 0p
	(aka Rene Te Ouenuku)	
Wetini Rapana Karepa Tengi	Ruru Rene	124a 1r 0p
	Riria Rapana	577
	Wi Waaka Tengi	61
	Katene Waikawakawa	61
	Reme Karepa	61
	Kahui Aperahama	30a 2r 0p
	Matewai Aperahama	30a 2r 0p
	(aka Takoto Matewai Aperahama)	
Aperahama Karepa	Kahui Aperahama	136a 2r 0p
	Matewai Aperahama	136a 2r 0p
Wiremu Karepa	Kahui Aperahama	505
	Matewai Aperahama	505

An application for confirmation of sale for the interests of Reme Karepa (334 acres), Kahui Aperahama (672 acres), and Matiwai Aperahama (672 acres), to Wiggins and Brown, was received in August 1916.³⁴ Reme was Trustee for Kahui and Matewai, who were 10 years and 3 years of age respectively, in 1910. Karepa gave evidence stating that the other two applicants, Kahui and Matewai, lived with him. He was leasing 204 acres at Whangarae (Section 1C) for 21 years from May 1911, at a rental of £17-15-0, and stocking 30 cattle and 200 sheep (by 1919, however, it was noted that he, along with Kahui and Matewai, were all residing in New Plymouth). But the Court considered the vendors practically landless and refused confirmation (documentation could only be located of Reme's other lands):³⁵

Table 9.1s.

Schedule of Reme Karepa's (New Plymouth/Whangarae³⁶) other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
Okiwi Sub 2	65a 3r 31p
Okiwi Sub 1	43a 3r 31p
South Island Tenths	
Taranaki (unspecified)	

³³ Particulars of Title of Owners', regarding Rangitoto No. 6, dated 25/8/16, CH 270 15/2/121; Wn M.B 20/314 for succession to Wiremu Karepa.

³⁴ Application for Confirmation', dated 1/6/16 between Reme et al and Wiggins et al, CH 270 15/2/121; List of Owners and Successors for Rangitoto, n.d, Ne 56/1-5, B.O.F., Shows ages of Kahui and Matewai in 1910.

³⁵ Application for Confirmation Order of Alienation', dated 1906, between Te Reme and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d, CH 270 15/2/4018; Schedule of Other Lands Owned by Maori Vendors or Lessors', dated 25/8/16, CH 270 15/2/121.

³⁶ Application for Confirmation Order of Alienation', dated 1906, between Te Reme and J.L.Morrison, CH 270 15/2/4018; Letter dated 11/7/19 from Bunny, Wgtn, to Reg., Wgtn, CH 270 15/2/1461, Rangitoto 6B1, NA, Chch.

Riria Rapana deemed to have sufficient other lands, sold her interests (577 acres) in 1917, to Wiggins and Brown, for £432-15-0.³⁷

Table 9.1t.

Schedule of Riria Rapana's other lands

<u>Land Description</u>	<u>acreage/share(s)</u>
Whaanga No. 1D Section 1	68
Te Akau D No. 4	155
(leased for 21 years earning annual rental of 2/- 6d per acre, first ten years, 3/- per acre balance)	
Te Akau D No. 8B	105a 2r 5p
Te Akau D No. 7	33a 1r 36p
Whaanga No. 1B	9

Table 9.1u.

Schedule of Distribution of Purchase Money to Riria Rapana

Sale of Part Rangitoto Block 6 (1917)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Payment in full	15/12/17	432-15-0	432-15-0

Survey liens amounting to £70-10--11, and interest of 15/-, were paid off in 1913 and 1914 respectively, although no details were located regarding who made payment.³⁸ Partition of Block 6 did not commence until June 1933 when the new lessor and owner of Wiggins and Brown's interests, Chilton Hayter, applied to the NLC for partition.³⁹ This partition was amended accordingly in April 1934, because land taken by Hayter had included Waahi Tapu sites, viz Bottle Point, which was subsequently returned.⁴⁰ Future partitions are somewhat confusing with acreages varying drastically in some cases:

1. Rangitoto Block 6A (2090 acres) - to Chilton Hayter, with a Right of Way of 50 links wide to the wharf at Port Hardy.
2. Rangitoto Block 6B (6570 acres) - residue to go to those Maori who had not sold their interests.

[NB - It should be noted that successive surveys of the area saw amendments in acreage different to that mentioned in the Court Minutes⁴¹]

³⁷ For Riria's other lands, see: Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 12/6/17, regarding Riria's interests, CH 270 15/2/121; for payment made, see: Receipt dated 15/12/17, from Riria Rapana, CH 270 15/2/121; Application for Confirmation Order of Alienation', dated 8/5/17, between Riria and Wiggins et al, CH 270 15/2/121.

³⁸ Memo dated 17/10/14, from Reg., NLC, Wgtn, to C.S., Nelson; Letter dated 30/10/14, from Bunny Ayson, Barrs and Sols, Wgtn, to C.S., Nelson; Letter dated 29/1/15 from Bunny and Ayson, to C.S., Nelson, L & S 20/2 (Part 1).

³⁹ Wn M.B. 27/350-351

⁴⁰ Wn M.B. 28/122-123

⁴¹ Baldwin III, p.11-15, Block Six is noted for it's complex land deals; Memo dated 21/12/51, from C.S., Nelson, to Reg., MLC, Wgtn. Noting ambiguity of acreage in survey, CH 270 15/2/1461.

9.2. Rangitoto Block 6A:

Hayter inquired in 1937, whether the NLC would be prepared to accept a surrender of the unexpired lease covering both Blocks 6A and 6B [see 9.1 above], and pay for such surrender at the value of the unexpired term.⁴² He was of the understanding that the owners would be prepared to accept a surrender to enable them to assume occupation of the land themselves. Hayter was advised by the Court to discuss the position with the owners but no mention of whether this discussion took place was uncovered. However, in 1944, the lease was transferred to Leonard Frederick Leov.

9.3. Rangitoto Block 6B:

When Hayter's lease [see 9.2 above] ran out in 1948, it was not renewed for Block 6B despite Leov's application to summon a meeting of owners to lease the block to him for a further 21 years, at £250 per annum. In 1949, J.M.Kawharu had contacted Eruera Tirikatene, M.P., regarding Leov's application for a new lease.⁴³ The owners wanted the property reserved for Maori ex-servicemen believing that Leov had sufficient lands for his needs without utilising their land. Tirikatene requested a report into this idea, although no further correspondence was located. The owners resumed occupation.⁴⁴

Around the 1940s, Messrs Wren and Burns (Barristers and Solicitors) were instructed by the Maori owners to take proceedings against a timber company for unlawfully cutting timber on the block. Some of the rents held by the Maori Land Court were used to help meet costs of the proceedings, although no further material was sighted as to the outcome or who the offending company/individual was.⁴⁵ Survey fees amounting to £293-5-1 in respect of this block were paid by the Crown in 1950.⁴⁶

In October 1949, and subsequently May 1950, Rene Te Ouenuku and Ruru Te Ouenuku applied for a further partition of their and Te Iringa Takuna's interests consisting of 3315 99/160 shares (this was to include Ruta Rene's interests to whom Rene and Ruru succeeded).⁴⁷ The applicants desired to farm their interests and were also willing to transfer to the remaining owners, Whangarae Section 18, Sq 91 Sub 3, of which they were the sole owners. The sum of £2,000 was guaranteed by the applicants to be paid to the remaining owners upon partition, with the bushland to be purchased by the Crown for £1969, with the non-sellers providing £30-10-0 to make up the deficiency [see 9.4. below]. The owners had sufficient other lands for their respective needs and, as all parties were in concurrence, partition was confirmed.⁴⁸

⁴² Letter dated 1/11/37, from Bell, Gully, MacKenzie and Evans, Barrs and Sols, Wgtn, to Native Trustee, Wgtn; Letter dated 16/3/38, from Bell, Gully et al, to Native Trustee, Wgtn, CH 270 15/2/121.

⁴³ Memo dated 28/2/49, from Tirikatene, M.P., to Min. of MA, CH 270 15/2/1461.

⁴⁴ Memo dated 10/5/48, from Sec. for Marine, Wgtn, to U.S., M.A., Wgtn, CH 270 15/2/1461.

⁴⁵ Memo dated 5/5/50, from Reg., MLC, Wgtn, to D.G., L & S, Wgtn, L & S 13/58 (Part 2).

⁴⁶ Memo dated 29/5/51, from CCL, Nelson, to D.G. of Lands, Wgtn, L & S 13/58 (Part 2).

⁴⁷ Wn M.B. 37/219-220, 318-321; Memo dated 24/8/48, from Reg., Wgtn, to Sec. for Marine, Wgtn, CH 270 15/2/1461.

⁴⁸ For Rene's other lands, see: Owners of Block No. 6, n.d.; 'Natives Other Lands', regarding Rangitoto VI, n.d., CH 270 15/2/4018; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 10/11/14, CH 270 15/5/121; Wn M.B. 37/318; for Ruru's other lands, see: Owners of Block No. 6, n.d.; 'Natives Other Lands', regarding Rangitoto VI, n.d., CH 270 15/2/4018; Schedule of Other Lands Owned by Maori Vendors or Lessors, dated 10/11/14, CH 270 15/5/121; Wn M.B. 37/318; for Te Iringa's other lands, see: Application for Confirmation Order of Alienation', dated 1907, between Takuna and J.L.Morrison; 'Natives Other Lands', regarding Rangitoto VI, n.d., CH 270 15/2/4018.

Table 9.3a.List of Allotment of Interests to Owners of Rangitoto Block 6B (1950)

<u>Name of Owner</u>	<u>share allocated</u>
Rene Te Ouenuku	1601 118/160
Ruru te Ouenuku	1601 79/160
Te Iringa Takuna	112 62/160

Table 9.3b.Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Rene te Ouenuku (Porirua ⁴⁹)	Whangarae Sec 18 Sq 91 Sub 3 257 ac Or 37p	
	Pukerua 3B Sub 1	1/4 share
	Rawhiti No. 1	49
	Takapuwahia D No. 1	14
	Takapuwahia A No. 1	share
	Takapuwahia C No. 1	share
	Takapuwahia Village Sections 113, 114, 115, 116, 117 and 118	1/4 share
Ruru Te Ouenuku (Porirua ⁵⁰)	Whangarae Sec 18 Sq 91 Sub 3 257 ac Or 37p	
	Pukerua 3B No. 1	1/4 share
	Takapuwahia D No. 1	14
	Rawhiti No. 1	49
	Takapuwahia A No. 1	share
	Takapuwahia C No. 1	share
	Takapuwahia Village Sections 113, 114, 115, 116, 117 and 118	1/4 share
Te Iringa Takuna (Porirua ⁵¹)	Whangarae	30
	Porirua	10

1. Rangitoto Block 6B1 (3939 acres, reduced to 3920 on survey⁵²):⁵³

Table 9.3c.Allotment of Interests to Owners of Rangitoto Block 6B1 (1950)

<u>Name of Owner</u>	<u>Successor(s) appointed (Address)</u>	<u>shares allocated</u>
Reme Karepa	Karepa Te Rene (Wgtn)	66 4/5
	Maata Karepa (Whakatane)	66 4/5
	Hikurangi Karepa (Whakatane)	66 4/5
	Te Rene Karepa (Whakatane)	66 4/5
	Tiripa Katene	66 4/5

⁴⁹ Owners of Block No. 6, n.d., CH 270 15/2/4018.

⁵⁰ Owners of Block No. 6, n.d., CH 270 15/2/4018.

⁵¹ Application for Confirmation Order of Alienation', dated 1907, between Takuna and J.L.Morrison, CH 270 15/2/4018.

⁵² Particulars of Title to Land', dated 11/2/52, regarding Rangitoto 6B1, MA Acc W2459, 5/5/92.

⁵³ Letter dated 4/7/47, from Maginnity Son and Samuel, Nelson, to Reg., Wgtn. Encloses a list of owners and their respective addresses, CH 270 15/2/1461; CT 38/40

Table 9.3c.cont:

<u>Name of Owner</u>	<u>Successor(s) appointed (Address)</u>	<u>shares allocated</u>
Kahua[sic] Aperahama (New Plymouth)		672
Waaka Ngaru Tengī	Wi Waaka (Lower Hutt/New Plymouth)	280 80/160
	Nutoni Waaka (Wgtn)	280 80/160
Matewai Aperahama	Thomas Geary	224
	Percival Carl Geary	224
	Samuel Kahui Geary	224
Hohaia te Kotua	Successors to Te Ua Sarah Josephine te Kotua, life estate:	
	Harata te Kotua	54
	Percy Pehiatea Akuhata te Kotua	54
	Joseph Hohepa Tuaeane Kotua	54
	Leonard Renata Timothy Kotua	54

[Same owners for Whangarae block sec 18 Sq 91 Sub 3]

2. Rangitoto Block 6B2 (3054 acres, reduced on survey to 3044 acres, although the Court minutes state 3133 acres) - to go to applicants.

9.4. Rangitoto Block 6B1:

In October 1948, the Crown was approached by solicitors acting for the owners to enquire whether the Crown would be willing to procure around 4000 acres of bush land at 10/- per acre, stressing urgency in case someone retracted their consent.⁵⁴ Subsequent delays in surveying did not result in any action until May 1950 and August 1952, when the Crown sought and gained confirmation from the MLC, with consent from the Cabinet and the Board of Maori Affairs, to procure Block 6B1 for 10/- per acre (£1969-10-0), for scenic purposes.⁵⁵ The land, unsuitable for farming, was valued at around 2/- 6d per acre, with a portion of land a mineral belt, therefore the purchase price was considered very generous. The Crown's proposition was not favoured, however, by Federated Farmers and local settlers such as L.C.Leov, owner of Rangitoto Block 5B3. It was feared that the purchase would prohibit settlers in the district from obtaining good fencing timber posts at this particular area, where, due to transport costs, it was considered cheaper than importing posts from outside the district.⁵⁶ Settlers on the island petitioned the Minister of Lands in the hope that the Crown would set aside a portion of the land for fencing materials. Their requestss were refused over concerns that the fire hazard would increase, and may have even necessitated the marking off of a separate area for each settler.⁵⁷

A meeting of assembled owners, under Part XIX of the Maori Land Act, 1931, was held at the Maori Hostel, New Plymouth (as most of the owners lived in that vicinity), on 8 July 1952, to discuss the resolution

⁵⁴ Memo dated 12/10/48, from U.S., H.O., Wgtn, to CCL, Nelson, L & S 13/58 (Part 2).

⁵⁵ Wn M.B. 37/318-321, 38/181; Submission to Board of Maori Affairs, for purchase of Rangitoto 6B1, dated 3/3/52, CH 270 15/2/1461; Letter dated 12/2/52, from Wiren and Burns, Wgtn, to C.S., Nelson; Letter dated 5/3/52, from C.S., Nelson, to Wiren and Burn, Wgtn, L & S 13/58 (Part 2); Letter dated 13/10/49 from Wiren and Burns, Wgtn, to U.S. of Lands, Wgtn, L & S 4/538 (Part 1).

⁵⁶ Letter dated [8/5/50] from L.G.Leov, Greville Harbour, to CCL, Nelson; Memo dated 18/5/50, from D.G., L & S, Wgtn, to CCL, Nelson; Memo dated 4/4/50, from D.G., L & S, Wgtn, to CCL, Nelson, L & S 13/58 (Part 2).

⁵⁷ Memo dated 22/9/50, from CCL, Nelson, to D.G. of Lands, L & S 13/58 (Part 2).

to sell the block for £2,000, or 10/- per acre.⁵⁸ Those in attendance were:⁵⁹

Representing 1344 shares:

Kahuia[sic] Aperahama

(Kahui wished to procure a small house from his share of the proceeds)

Thomas Geary

Percival Carl Geary

Samuel Kahui Geary

Those represented by proxy and holding 120.4/5 shares, were:

Karepa te Reme

Harata te Kotua

Total shares equated to 1464.4/5 shares out of a combined total for the block of 2455 shares. Three owners were represented by their Trustees. Wi Waaka had made an application for a loan under the Maori Housing Act to erect a house in New Plymouth, and was interested in selling his interest in the block.⁶⁰

N.J.Neal, of Lands and Survey, New Plymouth, explained the Crown's intention. Discussion centred around the original partition of Rangitoto Block 6 and subsequent partitions since. The resolution was put to the meeting and carried. The Board of Maori Affairs adopted the resolution and the land, given the appellation Part Section 12 Block VII, D'Urville S.D. (intended to be declared a scenic reserve⁶¹), was gazetted Crown Land in September 1952, pursuant to Section 450 of the Maori Land Act, 1931.⁶² There was no indication of payment made and how this was divided out.

In 1950, L.C.Leov expressed a desire to exchange land in the Mill Arm area (Part Rangitoto Block 5B3), for around 170 acres being Part Rangitoto Block 6B1, stating, under the guise of a veiled threat, that the Mill Arm could conceivably be felled instead [see Chapter 8 (8.6)]. His purpose in exchanging was to allow access for his stock to Greville Harbour, although he had earlier indicated that he wished to see part of Block 6B1 set aside for cutting fence posts.⁶³ Settlers seemed very predisposed towards concurring with Leov's exchange proposal, for in the exchange the settlers seemed assure of future fencing material, via Block 6B1. This argument was supported by Potts, the Crown's Field Inspector of the area. The Commissioner of Crown Lands, of Nelson, even suggested to the Federated Farmers that they approach Leov if the exchange went through. Although it should be noted that very little removal of fencing timber was occurring by 1970, as labour costs were too high and posts did not last long in the ground; it became cheaper to buy tanilised posts on the mainland.⁶⁴

Although Block 6B1 was taken expressively for scenic purposes, the Crown determined that its scenic value was not compatible with Block 5B3, considered of high scenic value, and thus could not conceivably

⁵⁸ Form Letter dated 16/6/52, from Reg., NLC, Wgtn, to [Assembled Owners], CH 270 15/2/1461.

⁵⁹ 'Minutes' of meeting of 8/7/52; 'Report of the Board Representative', dated 9/7/52; Memo dated 9/7/52, from Resident Officer, Hawea, to District Officer, Wgtn, CH 270 15/1/1461.

⁶⁰ Memo dated 3/3/52, from Reg., Wanganui, to Reg., Wgtn, CH 270 15/2/1461.

⁶¹ Proc 1854, Land Titles Office, Nelson.

⁶² Submission to Board of Maori Affairs, dated 5/8/52; Extract from *NZ Gazette*, No. 61, 18/9/52, page 1511, MA Acc W2459, 5/5/92.

⁶³ Memo dated 12/3/53, from CCL, Nelson, to D.G. of Lands, regarding purpose of exchange, Letter dated 3/9/50 from L.G.Leov to Holyoake, Min. of Agri., Wgtn, L & S 13/58 (Part 3); L & S 4/538 (Part 1).

⁶⁴ Folio 957, Extract of minutes of 'Croiselles-French Pass-D'Urville Island Reserves Board, dated 11/5/70, L & S 13/58 (Part 4).

ensure a clear cut exchange.⁶⁵ However, in lieu of ensuring a good relationship with the former Maori owners of Block 6B1, and future relations with other Maori on the island, the Crown was very hesitant to grant consent to cut posts. Indeed, although seeking to assist local farmers to secure fencing posts, but at the same time keen to reserve Block 6B1 as a scenic reserve, and supporting Potts' drive to retain part of Block 6B1 as Crown Land, the Crown decided, in 1953, to seek the feelings of the former owners regarding the exchange. Whether the former owners knew of the proposed exchange could not be ascertained, although given the 'sensitive' nature of negotiations, and that a large proportion of owners resided in the Taranaki district, it is probable that they had little indication of events.⁶⁶ Two of the former owners, Karepa te Reme and Joseph Hohepa Tuainane Kotua, appeared to have no objections.⁶⁷ Kotua could not imagine Harata te Kotua (aka Walker), Percy Pehiatea Akuhata te Kotua and Leonard Renata Timothy Kotua raising any objections. The other owners were residing in Taranaki, except one, who was residing in Porirua. The Crown was of the opinion that the owners were not adverse to the exchange, so decided to seek further public opinion by advertising the exchange in the Nelson and Marlborough newspapers and, as no objections were received, the Minister of Lands' approval for exchange was conveyed.⁶⁸

However, an objection was raised after approval was given. Teo Rene (owner of Block 6B2B [see 9.5 below]) heard from Leov that negotiations were underway and nearly completed.⁶⁹ He objected to any such exchange. He was quite adamant that the owners had sold the land specifically for scenic purposes. The Crown replied that they had followed all the 'usual procedures' and no objections had been received, although it is surprising that adjacent owners to the block in question were not notified in person regarding the exchange. The Crown believed that Rene's objection may have laid behind personal animosities between him and Leov [see the dispute over Right of Way - see 9.6. below].⁷⁰ The exchange was formalised in 1956 and Part Rangitoto Block 6B1 became Lot 1 DP 5258, comprising 170a 1r 24p.⁷¹

As noted in Chapter 8 (8.6), Leov transferred his interests in Rangitoto Block 5B3 to his son in 1963, who in turn offered an exchange of part of this block for around 1030 acres being Part Rangitoto Block 6B1 (part Section 12, see above). The Crown considered that the sacrifice of part of Section 12 was justified and exchange was approved with the Crown to meet costs of survey and compiled plan. The land in exchange became Section 13, Block VII, D'Urville S.D., comprising 472.7ha. The residue of Rangitoto Block 6B1 was finally gazetted as a Scenic Reserve in May 1971.⁷² In 1973, 18a 3r 36p and 47 acres, was taken, under Section 29 of the Public Works Amendment Act, 1948, for a road, and vested in the Marlborough County Council.⁷³

⁶⁵ Memo dated 25/10/51, from CCL, Nelson, to Senior Field Inspector; Folio 516, file note, dated 13/2/52; Folio 517, file note, dated 5/3/52, from Senior Field Inspector, Potts, to CCL, Nelson, L & S 13/58 (Part 2); Memo dated 30/10/53, from CCL, Nelson, to D.G., Wgtn, L & S 13/58 (Part 3).

⁶⁶ Memo dated 22/6/53, from CCL, L & S, Nelson, to U.S., MA, Wgtn, CH 270 15/2/1461; Memo dated 422/6/53, from CCL, Nelson, to U.S., MA, Wgtn, L & S 13/58 (Part 3).

⁶⁷ Memo dated 8/7/53, from District Officer, to CCL, Nelson, CH 270 15/2/1461; Memo dated 2/9/53, from CCL, Nelson, to D.G., Wgtn; Submission to H.O. for exchange approval, Case No. 7533, L & S 4/538 (Part 1).

⁶⁸ Memo dated 18/10/54, from CCL, Nelson, to D.G., L & S, Wgtn; Folio 597, file note, dated 29/10/54, from Potts, to CCL, L & S 13/58 (Part 3).

⁶⁹ Folio 597, file note, dated 29/10/54, from Potts, to CCL, L & S 13/58 (Part 3).

⁷⁰ Memo dated 15/11/54, from CCL, Nelson, to D.G., Wgtn, L & S 13/58 (Part 3); Memo dated 25/6/70, from CCL, Nelson, to H.O., Wgtn, L & S 13/58 (Part 4).

⁷¹ Proc 1854, CT 130/31, Land Titles Office, Nelson, notes CT issued 1956.

⁷² Extract from *NZ Gazette*, No. 37, 20/5/71, page 960, L & S 13/58 (Part 5).

⁷³ GN 154499, 154514, Land Titles Office, Nelson.

9.5. Rangitoto Block 6B2:

In May 1950, Rene received confirmation to have his interests partitioned from Rangitoto Block 6B2:⁷⁴

1. Rangitoto Block 6B2A (1558 acres) - to go to Ruru Ouenuku (1601 79/160 shares), and Iringa Takuna (112 62/160).
2. Rangitoto Block 6B2B (1486 acres) - to go to Rene Te Ouenuku (aka Teo Rene)

Appurtenant to both sections, the Right of Way of Hayters property, known as Hayter's Track, traversed both sections.

Survey fees, payable by Ruru and Rene, individually amounted to £99-16-4 in respect of each subdivision.⁷⁵ An advance was made in respect of Teo's share but the South Island District Maori Land Board sought Ruru Rene's share through the NZ Loan and Mercantile Agency Co. Ltd, Nelson, who, upon Ruru's request and sale of his wool (to fetch around £2,000), would forward payment of survey fees direct to the Board.

9.6. Rangitoto Block 6B2A:

Ruru farmed this land and a verbal arrangement with Te Iringa saw her receiving £15 per annum rent.⁷⁶ In August 1956, Ruru and Te Iringa sold their undivided interests to Gilbert L. Leov for £8410 and £590 respectively.⁷⁷ The farm required a lot of capital and a valuation in 1955, of £4480, was reflective of this. The price was considered reasonable and adequate as the sum was more than double the government valuation. The vendors gave evidence as to their predicament and intention:

1. Ruru was suffering from ill-health (heart trouble), and residing at Porirua. He wished to invest his money in his house and section at Porirua.
2. Te Iringa was residing at Porirua and wished to pay off her house (£30-40 owing), and buy some furniture and whiteware.

Both the vendors had other land interests, and the Court confirmed alienation upon payment of purchase money:⁷⁸

⁷⁴ Wn M.B. 37/318-321; CT 133/84, Land Titles Office, Nelson.

⁷⁵ Memo dated 29/5/51, from CCL, Nelson, to D.G. of Lands; Memo dated 11/6/51, from Reg., MLC, Wgtn, to C.S., Nelson, regarding Ruru's payment of survey fees, L & S 13/58 (Part 2).

⁷⁶ Memo dated 15/6/51, from Reg., to Sec. for Marine, Wgtn, CH 270 15/2/1461; 'Particulars of Title', n.d., regarding Rangitoto 6B2A, CH 270 15/2/1642, Rangitoto 6B2A, NA, Chch.

⁷⁷ Wn M.B. 40/69-70; Application for Confirmation Order of Alienation, dated 14/5/56, between Leov and Ruru and Te Iringa; 'Agreement for Sale and Purchase', dated 19/4/56, of Ruru's interest; Letter dated 15/8/56, from Field Supervisor, to Messrs Morrison, Spratt and Taylor, Wgtn, CH 270 15/2/1642.

⁷⁸ Agreement for Sale and Purchase, dated 19/4/56; Letter dated 28/9/56, from Messrs Morrison, Spratt and Taylor, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/1642.

Table 9.6a.Schedule of Distribution of Purchase Money to Te Iringa Takuna.Sale of Rangitoto Block 6B2A (1956)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Held in Trust Account	28/9/56	590	590

Table 19.6b.Schedule of Distribution of Purchase Money to Ruru Ouenuku.Sale of Rangitoto Block 6B2A (1956)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Held in Trust Account	28/9/56	2410	
On Mortgage to Leov	n.d.	6000	
(interest at 5%; repayable of £1,000 per annum)			8410

Leov asked the Crown, in 1970, whether it wished to procure this property as, due to financial difficulties, they were unable to manage it.⁷⁹ Teo Rene, himself, expressed a keen interest in procuring the property and was prepared to pay cash, but it was noted that there was antipathy between Rene and Leov.⁸⁰ The Crown could only suggest that the two negotiate between themselves. The land, however, was sold in 1973 to 'Okoha Turkeys'. In 1973, 1a 3r 33.5p was taken, under Section 29 of the Public Works Amendment Act, 1948, for a road and vested in the Marlborough County Council.⁸¹

9.7. Rangitoto Block 6B2B:

Block 6B2B was considered scrubby and poor. Teo Rene, with a house at Allman's Bay, ran about 800 sheep and 10 cattle shipping stock out through Port Hardy.⁸² There was much argument between Rene and Leov, owner of Rangitoto Block 5A, as Rene believed slips caused over the use of the Right of Way (Hayter's Track) were of Leov's doings.⁸³ Supported by Leov, the Marlborough County Council wished to legalise the track as a roadway. But Rene objected to a roadway over his land unless restrictions were placed over the use of the track. He feared excess use and more damage to his land from slips and roaming stock. An Order under Section 416(2) of the Maori Affairs Act, 1953, was accepted by the Court limiting access to owners, employees and invitees, but later rescind due to too many complications. Subsequently, the road was abandoned. In 1969, Rangitoto Block 6B2B was declared European land under Part I of Maori Affairs Act, 1953.⁸⁴ In 1973, 3a Or 22.9p was taken under Section 29 of the Public Works Amendment Act, 1948, for a road and vested in the

⁷⁹ Memo dated 1/5/70 from Office of Min. of Agriculture, to Min. of Lands, enclosing copies of letter from B.A. Leov; Memo dated 25/5/70, from D.G. to CCL, Nelson, Land, 4/538 (Part 2).

⁸⁰ Memo dated 9/7/70, from D.G. to Min. of Lands, L & S 4/538 (Part 2).

⁸¹ GN 154499, Land Titles Office, Nelson

⁸² Ne M.B. 4/334.

⁸³ S.I. M.B.36/362, Wn M.B. 41/144-154; Ne M.B. 11/330-336, Ne M.B. 12/350-348, 368, Wn M.B. 44/348; see also, Folio 210, letter dated 25/9/67, from M.C.C., to A.R. Watson, Nelson; Folio 211, Letter dated 2/10/67 from M.C.C., to C.S., Nelson, L & S 9/204 (Vol 1), Roads in Marlborough Council, D.O.S.L.I., Nelson; Copy of letter dated 10/7/95, from Ouenuku Rene, to E.T. Tirikatene, M.P., Wgtn; Memo dated 3/8/59, from District Officer, D.O., Chch, to H.O., MA 1 22/1/110, D'Urville Island, Roads, NA, Wgtn.

⁸⁴ Form letter dated 23/9/69, from MLC, Chch, to C.S., Nelson, L & S 11/136 (Vol 1).

Marlborough County Council.⁸⁵



⁸⁵ GN 154499, Land Titles Office, Nelson

CHAPTER TEN
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 7 ~

10.1. Rangitoto Block 7:

Owners of Rangitoto Block 7, comprising 1167a 2r 0p, were confirmed in 1895:¹

<u>Table 10.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 7 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Rahapa Hohapata	Maaka Hohapata	151 3/8
	(aka Mark Purua)	
	Pita Hohapata	151 3/8
	Tauera Hohapata	151 3/8
	Te Pohe Hohapata	151 3/8
Hoami te Rama	Hira Pene	64
	Patara Pene	64
Hohapata Kahupuku		128
Pita Hohapata		178
Pirimona Kahupuku	Hohapata Kahupuku	128

An application, under Section 34 of the Native Land Claims Adjustment and Laws Amendment Act, 1901, was heard at a Native Land Court hearing in March 1902, and saw the inclusion of 205a 2r 0p to Tauero Hohapata:²

<u>Table 10.1b.</u>		
<u>Allotment of Interests to Tauero Hohapata, Rangitoto Block 7 (1902)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Tauera Hohapata	Hariata Hohapata	102a 3r 0p
	Te Rongopai Reweti	102a 3r 0p
	(aka Rongopai Rewiti)	
	(Hare Rewiti acting on behalf of Rongopai as Trustee)	
[successors also succeed to Tauera's succession of Rahapa Hohapata - 75 11/16 acres each]		

Under Carkeek's survey of 1907-09, the acreage of Block 7 increased to 1243 acres:³

¹ Ne M.B. 3/247; List of owners of D'Urville and addresses, n.d., Ne 55 and 56, B.O.F..

² Wn M.B. 10A/19-20; List of owners of D'Urville and addresses, n.d., Ne 55 and 56, B.O.F..

³ Baldwin III, p.11

Table 10.1c.
Allotment of Interests after Carkeek's Survey
Rangitoto Block 7 (1907-09)

<u>Names of Owners</u>	<u>acreage allocated</u>
Maaka Hohapata	109 7/8
Te Pohe Hohapata	109 7/8
Hira Pene	68
Patara Pene	68
Hohapata Kahupuku	272
Pita Hohapata	299 7/8
Hariata Hohapata	157 11/16
Te Rongopai Reweti	157 11/16

In May 1907, the interests of Hira Pene, Hare Reweti (as Trustee of Rongopai Reweti), Te Pohe Hohapata, Maaka Hohapata, Hohapata Kahupuku, Patara Pene, Pita Hohapata, were leased for 21 years to Edmund Percy Bunny.⁴ Rental was set at 3d per acre for the first 11 years, 4d per acre for the balance of the term. The following year, in March and July, all the owners transferred their interests to Bunny for the consideration of £252-5-0:⁵

Table 10.1d.
Schedule of Payments Due to each Vendor, Rangitoto Block 7 (1908)

<u>Name of Vendor</u>	<u>Purchase Price (£)</u>
Maaka Hohapata	19-5-0
Te Pohe Hohapata	27-10-0
Hira Pene	17
Patara Pene	17
Hohapata Kahupuku	47-15-0
Pita Hohapata	54-15-0
Hariata Hohapata	39-10-0
Te Rongopai Reweti	39-10-0
(Hare Reweti acting on behalf of Rongopai as Trustee)	

The block (pre Carkeek survey) was valued in March 1908, at £204, or around 3/- 6d per acre. The purchase price was 'slightly' over the valuation. The vendors submitted lists of other lands they possessed, which were

⁴ Application to Confirm' the alienation, dated 19/4/07, between Hira Pene et al and Bunny, CH 270 15/2/4018; Baldwin III, p. 25.

⁵ Wn M.B. 14/318-319; Application to Confirm' alienation, dated 22/5/08, between Hariata and Bunny; 'Application to Confirm' alienation, dated 20/1/08, between Pita and Bunny; Letter dated 17/1/12, from Bunny and Ayson, to Reg., NLC, Wgtn, enclosing declaration setting out particulars of transfers with amendments in payment due to Carkeek's survey from those figures in the M.B., CH 270 15/2/4018.

adjudged sufficient for their respective needs.⁶

Table 10.1e.
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Maaka Hohapata (Mercer/Raglan ⁷)	Porirua	share
	Okiwi	share
	Whangarae Sub 3	40a 1r 13p
	Whangarae Sub 4	share
	NZ Co. Tenths	
Te Pohe Hohapata (Whangarae ⁸)	Whangarae Sub 3	40a 1r 13p
	Okiwi	100
	NZ Co. Tenths	
Hira Pene (Porirua ⁹)	Whangarae Sec 18 Sq 91 Sub 3	66a 0r 23p
	Porirua	8
	Porirua[sic]	19
	NZ Co. Tenths	41 shares
	Takapuwahia Township Sec.'s 56, 57, 58 and 59	
	Pukerua 3B No. 2	1/2 share
	Pukerua	2
Patara Pene (Porirua ¹⁰)	Takapuwahia	19
	(in Township Sec's 556, 57, 58 and 59)	
	Tutaeparaekete (Sub 2B and 2D)	
	Pukerua No. 3B Sub 2	1/2 share
	Whangarae Sec 18 Sq 91	66a 0r 13p
	NZ Co. Tenths	41 shares

⁶ For Maaka's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Maaka and Bunny; 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Te Pohe's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Te Pohe and Bunny; Application for Confirmation Order for Alienation, dated 29/4/08, between Pohe and Bunny 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Hira's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Hira Pene and Bunny; 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Patara's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Patara Pene and Bunny; 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Hohapata's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Hohapata Kahupuku and Bunny; 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Pita's lands, see: Application for Confirmation Order for Alienation', dated 1907, between Rita and Bunny; Application for Confirmation Order for Alienation', dated 1908, between Pita and Bunny; 'Native Other Lands', n.d., regarding Rangitoto No. 7 (2 pages), CH 270 15/2/4018; for Hariata's lands, see: Application for Confirmation Order for Alienation', dated 1907, between Rita and Bunny; 'Application for Confirmation Order for Alienation', dated 28/4/08, between Hariata and Bunny, CH 270 15/2/4018; for Rongopai's lands, see: Application for Confirmation Order for Alienation, dated 1907, between Rewiti et al and Bunny; Application for Confirmation Order for Alienation, dated 1908, between Rewiti et al and Bunny, CH 270 15/2/4018. For payment, see: Letter dated 17/1/12, from Bunny and Ayson, to Reg., NLC, Wgtn, CH 270 15/2/38; enclosing some receipts, Maaka received balance in 1921, although no reason given of delay in receiving payment.

⁷ Application for Confirmation Order for Alienation, dated 1907, between Maaka and Bunny, CH 270 15/2/4018; Memo dated 31/1/21 from Postmaster to Reg., NLC, Wgtn, CH 270 15/2/38, Rangitoto No. 7, NA, Chch.

⁸ Application for Confirmation Order for Alienation, dated 1907, between Te Pohe and Bunny, CH 270 15/2/4018.

⁹ Application for Confirmation Order for Alienation, dated 1907, between Hira Pene and Bunny, CH 270 15/2/4018.

¹⁰ Application for Confirmation Order for Alienation, dated 1907, between Patara Pene and Bunny, CH 270 15/2/4018.

Table 10.1e.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Hohapata Kahupuku (Croixelles/Porirua ¹¹)	Whangarae	200
	Whangarae Sub 24	3
	Whangarae Sub 3	132a 1r 8p
	Porirua	100
	Port Levy (Koukourarata) Reserve	874
		Sec 4 (share)
	NZ Co. Tenths	328 shares
	(inc succ. to Pirimona Kahupuku's interests)	
	Takapuwahia D No. 1	28
	Takapuwahia Township Sec. 100 (owns)	
Pita Hohapata (Kaiapoi ¹²)	Ngai Tahu	300
	Whangarae Sub 3	25a 2r 21p
	Whangarae Sub 1A	25a 2r 24p
	Whangarae Sub 2C	102a 3r 24p
	Kaiapoi/Canterbury	80
	Port Levy	20
Hariata Hohapata (Whangarae ¹³)	NZ Co. Tenths	410 shares
	Whangarae	25
	Wainui Block	3 shares
	Tutaparaekete	shares
	Okiwi	shares
Rongopai Reweti (Porirua ¹⁴)	NZ Co. Tenths	
	Wainui	share
	Okiwi	share
	Whangarae No. 3	20
	Tutaparaikite[sic]	share

Table 10.1f.Schedule of Distribution of Purchase MoneySale of Rangitoto Block 7 (1908)

<u>Name of Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Maaka Hohapata	11/11/07	5	
	2/2/21[sic]	14-5-0	19-5-0
Te Pohe Hohapata	3/1/12	27-10-0	27-10-0

¹¹ Application for Confirmation Order for Alienation, dated 1907, between Hohapata Kahupuku and Bunny, CH 270 15/2/4018; List of owners of D'Urville and addresses, n.d., Ne 55 and 56, B.O.F.; Memo '1909/388', note from DM, Chch, advising that Hohapata had moved from Tuahiwi, Kaiapoi, to Hampden, Otago, MA 1 6/79, South Island Tenths Indigent Natives (1907-18), NA, Wgtn.

¹² Application for Confirmation Order for Alienation, dated 1907, between Rita and Bunny, CH 270 15/2/4018.

¹³ Wn M.B. 14/243; Application for Confirmation Order for Alienation, dated 1907, between Rita and Bunny; Application for Confirmation Order for Alienation, dated 28/4/08, between Hariata and Bunny, CH 270 15/2/4018.

¹⁴ Wn M.B. 14/243; Application for Confirmation Order for Alienation, dated 1907, between Rewiti et al and Bunny, CH 270 15/2/4018.

Table 10.1f.cont:

Name of Vendor	Date of Payment	Amount Paid (£)	Total (£)
Hira Pene	16/1/08	2	
	27/1/08	2	
	12/12/11	13	17
Patara Pene	1/12/08	16	
	4/12/11	1	17
Hohapata Kahupuku	9/12/11	47-15-0	47-15-0
Pita Hohapata	29/11/11	54-15-0	54-15-0
Hariata Hohapata	12/1/12	39-10-0	39-10-0
Rongopai Reweti			
Full Payment to Public Trustee	17/1/12	39-10-0	39-10-0

Block 7 was sold to H.S.Tarlton in 1912.¹⁵ In 1919, Tarlton's son, H.G.Tarlton, approached the Soldiers' Repatriation Committee for an advance to purchase his father's property.¹⁶ The property, fit only for grazing sheep and a few dry cattle, was mostly in bush or second growth and required a lot of development. Tarlton was given an advance in the form of a mortgage to the Crown, of £2,000 to purchase, with further advances made over the next seven years for improvements.¹⁷

In 1924, the Dominion Revaluation Board resolved to reduce Tarlton's mortgage by £700 and postpone principal arrears for ten years. An inspection of the property in the same year reported that Tarlton was handicapped by the steepness of the place, without a site for a house, yards or a launch jetty.¹⁸ The report recommended that in order to secure a more permanent safe place of residence for Tarlton, the Crown should look at procuring Rangitoto Block 8B4, comprising 577a 2r 20p. Tarlton, himself, had approached the Crown for such a proposal and hoped to take Block 8B4 up under a special tenure.¹⁹ The Crown agreed and in December 1925, procured Block 8B4 for £434 [see Chapter 11 (11.7)]. The block, given the appellation Section 1 Block VIII. D'Urville S.D., was declared Crown Land set apart for disposal by way of sale or lease to discharged soldiers, pursuant to the Discharged Soldiers Settlement Act, 1915.²⁰

Tarlton took over Section 1 under a Special Tenure Renewable Lease. Even though the Crown considered he would have a very fine margin for sufficient living expenses, it was still confident that the property, once cleared, would improve Tarlton's financial situation, although he was not regarded as a good sheep farmer.²¹ Rental (not specified) was based on the price paid for the land plus costs of acquisition.

¹⁵ Baldwin III, p. 25.

¹⁶ Letter dated 1/7/19, from H.G.Tarlton, Whareatea Bay, to Sec., Soldier's Repatriation Cmmttee, Wgtn, L & S 1 26/6389 [Section 7, Blks VII, VIII, XI, XII], D'Urville Island S.D., 1919-42, NA, Wgtn.

¹⁷ Advance under the Discharged Soldiers Settlement Act, 1915 and the regulations thereunder', dated 29/9/19 [form]; see also same, dated 11/10/21, 14/1/22, 25/5/25, 24/8/25, L & S 1 26/6389..

¹⁸ Report on Section 7 of D'Urville Island, dated [30/10/24]; Submission, 'Dominion Revaluation Board', n.d., notes Board recommended mortgage reduction and postponement of arrears on 1/12/24, L & S 1 26/6389.

¹⁹ Letter dated 3/7/25, from Carol Harley, Nelson, to CCL, Nelson, L & S 1 26/6389.

²⁰ Memo dated 5/12/25, from U.S., N.D., Wgtn, to U.S. for Lands, Wgtn; Extract from *NZ Gazette*, No. 45, 1/7/26, L & S 1 26/6389.

²¹ Memo dated 23/4/27, from CCL, Nelson, to H.O., Wgtn; Memo dated 16/4/26, from CCL, Nelson, to U.S. for Lands, Wgtn; Memo dated 28/4/26, from CCL, Nelson, to U.S. for Lands, Wgtn, L & S 1 26/6389.

However, Tarlton continued to be in arrears and, in 1927, advised that he could not carry on and walked off the property.²² The Minister approved forfeit of the lease under Section 118 of the Land Act, 1924, and the land transferred to the Crown.

The property was then leased to another discharged serviceman, Captain R.J.Bird, in 1928.²³ In 1938, Bird found himself in serious arrears and made an application for relief under the Mortgages and Lessees Rehabilitation Act, 1936. This resulted in the Crown excising the uneconomic bushlands from Block 7 (948 acres) and Section 1 (442a 2r 20p), even though a year earlier the Crown would not entertain the idea of obtaining the bush area due to expenditure restraints and the suitability of the area for settlement purposes.²⁴ The excised areas became Scenic Reserve being Section 13 Blocks VII and VIII D'Urville S.D.

Despite this application, Bird was still unable to pay his way and in May, 1940, the lease was forfeited on account of arrears owing.²⁵ The properties comprising 315 acres (down from the 430 acres upon resurvey²⁶), remained European land and designated Section 2 Block VIII, D'Urville S.D. The land was suitable only for grazing purposes and not regarded as an economic unit due to the steepness, high reversion rate and poor soil on serpentine rock formation.

Section 2 was reoffered on renewable lease with special conditions as set under Section 153 of the Land Act, 1924, with the Crown to retain mineral rights. It was subsequently leased to I.B.Turner in 1941.²⁷ The lease was brought out and freeholded by W.A.Turner in 1954.²⁸ It was recommended in 1971 that Turner's land be acquired for scenic purposes and possible bach subdivision.²⁹ Turner was not keen to sell in lieu of the potential for subdividing unless a good price was offered. Upon further investigation, it was found that the land did not warrant much aesthetic value and there was little money for acquisition. No further action was taken. In 1973, 5a 3r 25p was taken, pursuant to Section 29, of the Public Works Amendment Act, 1948, for a road.³⁰ The residue of Rangitoto Block 7 remains European land.

²² Memo dated 15/10/27, from CCL, Nelson, to U.S. for Lands, Wgtn; Memo dated 21/10/27, from CCL, Nelson, to U.S. for Lands, Wgtn, L & S 1 26/6389.

²³ 'Realisation of Properties', dated 1/6/28, regarding Bird leasing Sections 1 and 7, L & S 1 26/6389.

²⁴ Court Order for Adjustment of Bird's Liabilities, dated 28/9/38 (3 pages), L & S 1 26/6389; Memo dated 21/10/37, from CCL, Nelson, to U.S. for Lands, Wgtn, R.J.Turner, L & S 13/58 (Part 1), as a settler on the Island had suggested the large acquisition of some 11,600 acres of hilly bush land on the Island, including Bird's land, but although the Crown endorsed Turner suggestion, a lot of the land was still suitable for settlement

²⁵ Memo dated 23/6/41, from U.S. L & S, Wgtn, to Min. of Lands, L & S 1 26/6389.

²⁶ *Ibid.*, although the reduced acreage seems rather large to be a simple anomaly, no other information was available to account for this.

²⁷ Memo dated 23/6/41, from U.S. L & S, Wgtn, to Min. of Lands; Extract from *NZ Gazette* No. 56, 3/7/41, page 2081, Section 153 provided for mineral lands to be withdrawn from sale. Form 97, dated 15/8/41, advising that Turner had picked up Section 2 on renewable lease, L & S 1 26/6389.

²⁸ Baldwin III, p.25.

²⁹ Folio 988, memo dated 2/3/71 from F.O., to CCL, L & S 13/58 (Part 1).

³⁰ GN 153981, Land Titles Office, Nelson.

CHAPTER ELEVEN
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 8 ~

11.1. Rangitoto Block 8:

In 1895, owners of Rangitoto Block 8, comprising 1473 acres, were confirmed:¹

<u>Table 11.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 8 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Erama Wauwau	Mata Hekenui/Tipene	479a 2r 0p
	Karo Wauwau (aka Karoraira Wi Katene/Kaaro Katene)	68a 2r 0p
Hokipera Renata (aka Peita Renata/Ngatangi/Renata Te Pau)		248
Taimona te Pahu	Mere te Moni	137
Mere te Moni	Peita Renata	32
Ariama Wauwau	Te Rangitekaroro Rei	10
	Wharehuia Rei	10
	Ihaka Rei	10
	Tireni Rei	10
	(aka Te Ahu Te Rei/Te Ahu Mokena)	
	Arihia/Arehia (te) Rei	10
	(aka Makura te Rei/Ngauru te Rei)	
Rore Pakirehua	Haneta Hone Hukaroa	3.18
	Maraea Hone Hukaroa	3.18
	Rangiruhia Hone Hukaroa	3.18
	(aka Rangiruhia Hukaroa/Rangiruhia Hone/Hoera Hukaroa)	
	Te Wera Kawharu	3.18
	Ruihi Kawharu	3.18
	Ngapera Kawharu	3.18
	Wi Neera	3.18
	Anikamu te Hiko	3.18
	(aka Hanikamu te Hiko)	
	Raiha Puaha	3.18
	Ru Kerei	3.18
	Mohi Nopera	3.18
Tame Hukaroa (aka Tamati Hukaroa)	Pene Rangiruhia	116
	Turi Ruruku	58
	Wetekia Elkington	58
	Matiu Ruruku	38 2/3
	Kuti Ruruku	38 2/3
	Pirihira Ruruku	38 2/3
	Harara/Marara Horomona	9 3/8
Kerehi te Teke (aka Kerehi Putai)	Horomona Matakape/Hatakape (aka Ringi Horomona)	9 3/8
	Tamati Waiti	3 3/4
	Hohaia te Kotua	3 3/4
	Mata Peoro	3 3/4
	(aka Mata te Kotua)	
	Makere Inia	1 1/4

¹ Ne M.B. 3/247; MA-MLP 1 1896/311; Otaki M.B. 29/299 for successor of Kerehi Putai, and Trustee's; Ne M.B. 2/62 for succession to Taimona Pahu; Ne 56/1-5, B.O.F., for other successions.

Table 11.1a.cont:

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Kerehi Teke (cont:)	Makanga Inia	1 1/4
	Tengi Inia	1 1/4
	Te Whakarau Kotua	3 3/4
	Te Peehi Parata	4 1/6
	Horomona Parata	4 1/6
	Maata Hipirimi	4 1/6
	Ngapera Parata	4 1/6
	Ngauru Parata	4 1/6
	Utauta Wi Parata	4 1/6
	Metapere Ropata	4 1/6
	Winara Parata	4 1/6
	Te Mahia Tiaka Hawea	4 1/6
Hohaia te Kotua appointed Trustee for Makere, Makanga and Tengia Inia		
Maaka Pukehi, Trustee for Maaka Hipirimi		
Wi Parata te Rakakura, Trustee for Utauta Parata		

In 1902, an application under Section 34 of the Native Land Claims Adjustment and Laws Amendment Act, 1901, confirmed the inclusion of Karoraina Wauwau for 100 acres.² Carkeek's survey of 1907-09, saw the block increase to 1674 acres after the addition of 102 acres to the block:³

Table 11.1b.Allotment of Interests after Carkeek's Survey.Rangitoto Block 7 (1907-09)

<u>Name of Owner</u>	<u>acreage allocated</u>
Maata Hekenui	457a 2r 20p
Karo Wauwau	165a 1r 20p
Hokipera Renata	474
Te Rangitekaroro Rei	11.4
Wharehuia Rei	11.4
Ihaka Rei	11.4
Tireni Rei	11.4
Arihia Rei	11.4
Haneta Hone Hukaroa	3.63
Maraea Hone Hukaroa	3.63
Te Wera Kawharu	3.63
Ruihi Kawharu	3.63
Ngapera Kawharu	3.63
Wi Neera	3.63
Anikamu te Hiko	3.63
Raiha Puaha	3.63
Ru Kerei	3.63
Mohi Nopera	3.63
Pene Rangiruhia (also succeeds to Rangiruhia Hone Hukaroa)	135.30
Turi Ruruku	67.65
Wetekia te Ruruku	67.65

² Wn M.B. 10A/19-20

³ Baldwin III, p.11.

Table 11.1c.cont:

<u>Name of Owner</u>	<u>acreage allocated</u>
Matiu Ruruku	42.67
Kuti Ruruku	42.68
Pirihira Ruruku	42.68
Harara Horomona	10.625
Horomona Hatakape	10.625
Tamati Waiti	4.25
Hohaia te Kotua	4.25
Mata Peoro	4.25
Makere Inia	1.42
Makanga Inia	1.42
Tengi Inia	1.41
Te Whakarau Kotua	4.25
Te Peehi Parata	4.73
Horomona Parata	4.73
Maata Hipirimi	4.72
Ngapera Parata	4.72
Ngauru Parata	4.72
Utata Wi Parata	4.72
Metapere Ropata	4.72
Winara Parata	4.72
Te Mahia/Hahia Tiaka Hawea	4.72

Block 8 was leased to Isadore Broady in 1905 for 21 years at 3d per acre for the first 10 years and 4d per acre for the remainder of the lease term.⁴ Broady sold out the lease to W.B. Reeves in July 1907, who on-sold one month later to J.L. Morrison, for £350.⁵ In the interim of sale from Reeves to Morrison, Morrison agreed to sell his interests to A. Simpson, for £400. In August 1907, Reeves received his £350 and Morrison made a quick £50 in the space of a month. Restrictions prohibiting the sale of freehold were removed in November, 1908.⁶ The Native Land Court assessed that each owner had sufficient lands to provide for their needs. The Parata family were 'well provided' with other lands, while Karo Wauwau had 'large' interests in 'numerous' blocks. The Court surmised that, "D'Urville Island is not suitable for native occupation as it requires capital to develop and improve it."

In 1912, Wetekia Ruruku applied to the Courts for partition of Rangitoto Block 8.⁷ Improvements of bush felling had been effected by the lessee and Wetekia wanted land where the improvements had been made. This was protested by Hekehui Rawhihi (aka Hekenui Rauhihi), father of Mata Hekenui and sheep owner running sheep on D'Urville Island.⁸ He had lived on the island from 1895 until 1909. Rawhihi remarked that in the years 1895 to 1909, when he had been living on the island, the owners had never lived there, adding that Wetekia had never even signed the lease to Broady therefore should not be entitled to any land with improvements on. Consequently, Wetekia received her partition running along the boundary of Block 8 and Block 10 in the north-east:

⁴ Application for Confirmation of Alienation', dated 4/11/05, CH 270, 15/2/53, Rangitoto Block 8, NA, Chch; Baldwin III, p. 27.

⁵ Baldwin III, p. 26.

⁶ Wn M.B. 16/149-150.

⁷ Ne M.B. 7/160, 166-167, Wn M.B. 18/325 and 387; P.O. dated 17/10/12 for Rangitoto 8A, Folder 129, B.I.F..

⁸ AJHR, 1905, H-23, p.81, had up to 1,000 sheep on Island.

1. Rangitoto Block 8A (67a 2r 24p) - subject to a Right of Way (half a chain wide) through division to, and appurtenant to, Rangitoto Block 10A1, to go to Wetekia Ruruku.
2. Rangitoto Block 8B (1606a 1r 16p) - to go to remaining owners

11.2. Rangitoto Block 8A:

Wetekia Ruruku wished to transfer her interest to her son, Turi Ruruku Elkington, but was advised by her lawyers that there was a survey lien owing of £5-17-9, plus interest at 5% from 17 October 1912, accruing to £8-7-1.⁹ She applied for remission but was told that the amount owing was 'relatively small' and 'should not be beyond the capacity' of Wetekia to meet.¹⁰ Payment was made, but not until November 1947, when a cheque for the sum of £14-15-3, being the survey lien, was forwarded.¹¹

In 1971, a report from a Field Officer of Lands and Survey, Nelson, pushed for the acquisition of 1037 acres comprising Rangitoto Blocks 8A, 8B2, 8B3, 8B5, 10A1, 10A2, regarded as very attractive blocks.¹² The officer noted the potential for subdivision for each site. However, the Crown was prevented from actioning the recommendations due to financial restraints. Wetekia had intended, in 1968, that the block be reserved as a papakainga for her descendants, but no such reservation occurred.¹³ The land was declared Maori Freehold Land in 1982.¹⁴

11.3. Rangitoto Block 8B:

Further partitioning of this block occurred in September 1917:¹⁵

1. Rangitoto Block 8B1 (457a 2r 20p) - to go to Mata Hekenui
2. Rangitoto Block 8B2 (200a 1r 30p) - to go to:

<u>Table 11.3a</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 8B2 (1917)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Peita Renata	Amiria Mahikai (succeeds to 1/4 share - for other successions, see Table 11.3c below)	118 1/2
Hanikamu Te Hiko		3 102/160
Hohaia te Kotua		4 1/4
Horomona Parata		1 116/160
Maata Hipirini		4 116/160

⁹ Letter dated 3/9/47, from Knapp and Harris, to Reg., NLC, Wgtn, L & S 20/2 (Part 2).

¹⁰ Letter dated 11/9/47, from C.S., Nelson, to Knapp and Harris, Wgtn, L & S 20/2 (Part 2).

¹¹ L & S 20/2 (Part 2) - Memo dated 25/11/47, from C.S., Nelson, to Reg., NLC, Wgtn

¹² Folio 987, memo dated 2/3/71, from F.O., to CCL, including Valuation Reports, L & S 13/58 (Part 4).

¹³ Ne M.B. 13/89.

¹⁴ Memorial Schedule, Folder 129, B.I.F..

¹⁵ Ne M.B. 7/359-364; P.O. dated 27/9/17, Rangitoto 8B2, P.O. dated 27/9/17, Rangitoto 8B3, Folder 129, B.I.F.; Folio 5, entitled 'Rangitoto 8B4' (Ownership list), MA Acc W2218, Rangitoto 8B4; NE 56/1-5, B.O.F.; CT 64/140, Land Titles Office, Nelson.

Table 11.3a. cont:

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Makanga Inia		1 67/160
Te Mahia Tiaki Hawea		4 116/160
Makere Inia		1 67/160
Mata Peoro		4 1/4
Metapere Ropata		4 116/160
Mohi Nopera		3 102/160
Ngapera Parata		4 116/160
Ngauru Parata		4 116/160
Te Peehi Parata		4 115/160
Raiha Puaha		3 102/160
Ru Kerei		3 102/160
Tamati Waiti		4 1/14
Tengi Inia		1 66/160
Utauta Wi Parata		4 115/160
Te Whakarau Kotua		4 1/4
Wi Neera		3 102/160
Winara Parata		4 115/160

3. Rangitoto Block 8B3 (371a 3r 37p) - to go to owners :Table 11.3b.Allotment of Interests to Owners of Rangitoto Block 8B2 (1917)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Haneta Hone Hukaroa		3 99/160
Maraea Hone Hukaroa		99/160
Pene Rangiruhia	Wetekia Ruruku (succeeds to 1/4 share)	33 128/160
Turi Ruruku (includes succession to Pene Rangiruhia - 1/4 share)		99 100/160
Matiu Ruruku (includes succession to Pene Rangiruhia - 1/6 share)		66 68/160
Kuti Ruruku (includes succession to Pene Rangiruhia - 1/6 share regarding)		66 68/160
Pirihira Ruruku (includes succession to Pene Rangiruhia - 1/6 share)		66 68/160
Harara Horomona		10 97/160
Horomona Matakape	Paranihia Horomona	2 18/160
	Matehuirua Horomona	2 18/160
	Oriwia Horomona	2 18/160
	Marore Horomona	2 18/160
	Hou Ngariri Horomona	2 18/160
Te Wera Kawharu (includes succession to Ruihi Kawharu - 1/2 share)		5 70/160
Ngapera Kawharu (includes succession to Ruihi Kawharu - 1/2 share)		5 70/160

4. Rangitoto Block 8B4 (577a 2r 20p) - to go to:

Table 11.3c.Allotment of Interests to Owners of Rangitoto Block 8B4 (1917):

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Karo Wauwau		165 57/160
Peita Renata	Kirika Tui (succeeds to 3/32 share)	44 67/160
	Pourewa Mokena (3/32 share)	44 67/160
	Tireni Mokena (3/32 share)	44 67/160
	Wikitoria Mokena (3/32 share)	44 67/160
Arehia Te Rei (includes succession to Peita Renata - 3/32 share)		55 129/160
Ihaka Rei (includes succession to Peita Renata - 3/32 share)		55 131/160
Tireni te Rei (deceased - includes succession Peita Renata - 3/32 share)		
	Te Hawea te Ahu (equally)	13 151/160
	Pe Te Ahu	13 151/160
	(aka Mokemoke Te Ahu)	
	Whio te Ahu	13 151/160
	Tarawara H Katene	13 151/160
Wharepuia te Rei		55 131/160
Te Rangikararo Rei		11 62/160

5. Rangitoto Block 8B5 (2 roods) - to go equally to:

Karo Wauwau
 Karika Tui
 Pourewa Mokena
 Tireni Mokena
 Te Hawea te Ahu
 Pe Te Ahu
 Whio te Ahu
 Tarawara H Katene
 Ihaka te Rei
 Makura te Rei
 Wikitoria Mokena
 Wharepuia te Rei
 Arehia te Rei
 Te Rangitekaroro Rei
 Haneta Hone Hukaroa
 Maraea Hone Hukaroa
 Turi Ruruku
 Matiu Ruruku
 Kuti Ruruku
 Pirihiira Ruruku
 Marara Horomona
 Paranihia Horomona
 Matehuirua Horomona
 Oriwia Horomona
 Marore Horomona
 Hou Ngariri Horomona

11.4. Rangitoto Block 8B1:

Hekenui Rauhihi approached Maui Pomare, M.P., in 1926, to inquire whether the Crown would be

interested in procuring his daughter's (Mata Hekenui) land interests in Whangarae, Puangiangi Island and Rangitoto Block 8B1.¹⁶ Mata and her husband, Turau Taite, farmer of Kakariki, were residing in the Manawatu-Rangitekei district, and,

... [could] make no use of these lands and are anxious to obtain some land in the district in which they are now living with the object of taking up farming.

The Crown was advised by Lands and Survey, Nelson, that given the lack of access, the relative hilly bushy nature and low soil quality, that the land would only fetch 15/- per acre and, as such, purchase of the block should not be contemplated.¹⁷

Two years later, Mata approached Taite Te Tomo, M.P., to inquire whether the Crown would again be interested in procuring Block 8B. She was prepared to sell at government valuation,¹⁸

... with the purchase money she intends to buy timber for a house for herself and children and to pay rent for Tereureu [Te Reu Reu] 2C Block containing 86 acres. Thirdly she wants the money to purchase 14 dairy cows to enable her to commence dairy farming this year. The dairy herd to be purchased is ready. Milking operations can be commenced with this herd in August. The price is £12 per head. The house required is to be two-roomed.

The Native Minister regretted that the Crown would not purchase her land.¹⁹ However, in April 1929, Taite Te Tomo took a potential purchaser to view Mata's lands.²⁰ Six months later, the purchaser, Orry Hope, brought Rangitoto Block 8B1 for £500; the property at the time was valued at £285.²¹ A list of Mata's other lands was submitted and adjudged sufficient for her means [see Chapter 5 (Table 5.1d)]. The purchase money was forwarded to Mata soon after confirmation had been given:²²

<p style="text-align: center;"><u>Table 11.4a</u> <u>Schedule of Distribution of Purchase Money to Mata Hekenui</u> <u>Sale of Rangitoto Block 8B1 (1929)</u></p>			
<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Full Payment	26/10/29	500	
Paid out of purchase money:			
Succession Duty as from Mata Hekenui	31/10/29	4-8-10	
Survey Charge	31/10/29	36-10-8	
Interest on Survey Charge at 5% from 5/5/18, 11 years 6 months	31/10/29	21-0-0	500

¹⁶ Memo dated 15/10/26, from Pomare to Acting Native Minister, Wgtn, MA-MLP 1 1927/5, Rangitoto 8B1.

¹⁷ Memo dated 1/4/27, from C.S., L & S, Nelson, to U.S. for Lands, Wgtn, MA-MLP 1 1927/5.

¹⁸ Translation of letter dated 25/6/28, from Taite Te Tomo, to Native Minister, MA-MLP 1 1927/5.

¹⁹ Letter dated 28/7/28 [in Maori] from Native Minister, to Taite Te Tomo, MA-MLP 1 1927/5.

²⁰ Translation of letter dated 16/4/29, from Taite te Tomo, to Native Minister, MA-MLP 1 1927/5.

²¹ Application of Title of Owners', dated 30/8/29, between Hekenui and Hope, CH 270, 15/2/810, Rangitoto 8B No. 1, NA, Chch.

²² Receipt from Matarina Hekenui, dated 26/10/29; Letter dated 31/10/29, from Pitt and Moore, Nelson, to Reg., Wgtn, CH 270, 15/2/810.

In May 1946, Hope, who had intended to farm the block for his two sons, offered to sell the block to the Crown, when his sons expressed little interest in taking over the farm.²³ He had felled 80 acres but this had now reverted. Hope asked for £400 'just to clear the mortgage'. The land was mostly unimproved and considered by the Crown to be worth no more than 10/- an acre (£230 all up).²⁴ Little detail is given on the transfer, but Hope accepted the £230 offered and transfer was completed in 1947.²⁵ The following year, the block was reserved pursuant to the Scenery Preservation Act, 1908 [see Figure 13].²⁶

11.5. Rangitoto Block 8B2:

Outstanding survey charges of £16-5-0, plus interest of £4-1-3, were paid in 1925, although no details were located as to who paid them.²⁷ In that same year, Stead and Prickard (Barristers and Solicitors of Wellington), representing owners of both Rangitoto Blocks 8B2 and 8B3, informed the Crown that their clients were desirous of selling subject to an 'adequate' price.²⁸ Little benefits were being received from the land due to the large number of owners who had for some time been anxious to sell. The Crown felt though, that it was not in their interest to procure these two blocks as they were intersected by the mineral belt and 'a considerable area would be waste land'.²⁹

In 1973, Pohe Hohapata Hippolite approached the Maori Trustee for a Consolidated Order under Section 445 of the Maori Affairs Act, 1953, for the uneconomic interests of Block 8B2 (Amiria Mahikai was considered the only economic interest).³⁰ The Maori Land Court noted that the uneconomic interests were valued at \$81.76 for 81.93750 shares (a 1972 government valuation gave a capital value (and unimproved value) of \$200). The Trustee conferred that it would sell these interests to Pohe if vested to itself. A draft order was advertised accordingly and, as no objections were received, a consolidated order was confirmed and the uneconomic interests vested to the Trustee under Section 151A(4). These interests were subsequently vested to Pohe for the sum of \$81.76.³¹ The block was declared Maori Freehold Land in 1982.³²

11.6. Rangitoto Block 8B3:

Outstanding survey charges of £30-1-4 and interest of £7-10-4, were paid in full in 1945, although no details were located as to who paid them.³³ In 1967, a family member of the owners in this block approached the Maori Trustee for a Consolidation Order application for resale.³⁴ There were no objections and so, in 1968, the uneconomic interests of the block were subsequently vested to Pohe Hippolite and Jamesina Faith Hippolite (Turi Ruruku was the only interest considered an economic interest).³⁵ No indication was available as to the

²³ Folio entitled 'Personal Interview', dated 25/6/46 between Hope and unidentified official, L & S 13/58 (Part 1).

²⁴ Folio entitled 'Department of Lands and Survey' [Action Sheet], dated 7/10/46, L & S 13/58 (Part 1).

²⁵ Memo dated 6/5/47, from Deputy CCL, Nelson, to U.S., Wgtn, L & S 13/58 (Part 1); *AJHR*, 1949 C-6, p.7.

²⁶ Extract from *NZ Gazette*, No. 47, 2/9/48, page 1091, L & S 13/58 (Part 1).

²⁷ 'Memorial schedule', for Rangitoto 8B2, Folder 129, B.I.F..

²⁸ Letter dated 25/11/25, from Stead and Prickard, to U.S., N.D., Wgtn; Letter dated 16/12/25, from Stead and Prickard, to U.S., N.D., Wgtn, MA-MLP 1 1925/12.

²⁹ Memo dated 13/5/62, from CCL, Nelson, to U.S. for Lands, Wgtn, L & S 1 26/6389; Memo dated 20/5/26, from U.S., L & S, Wgtn, to U.S., N.D., Wgtn, MA-MLP 1 1925/12.

³⁰ Ne M.B. 14/94.

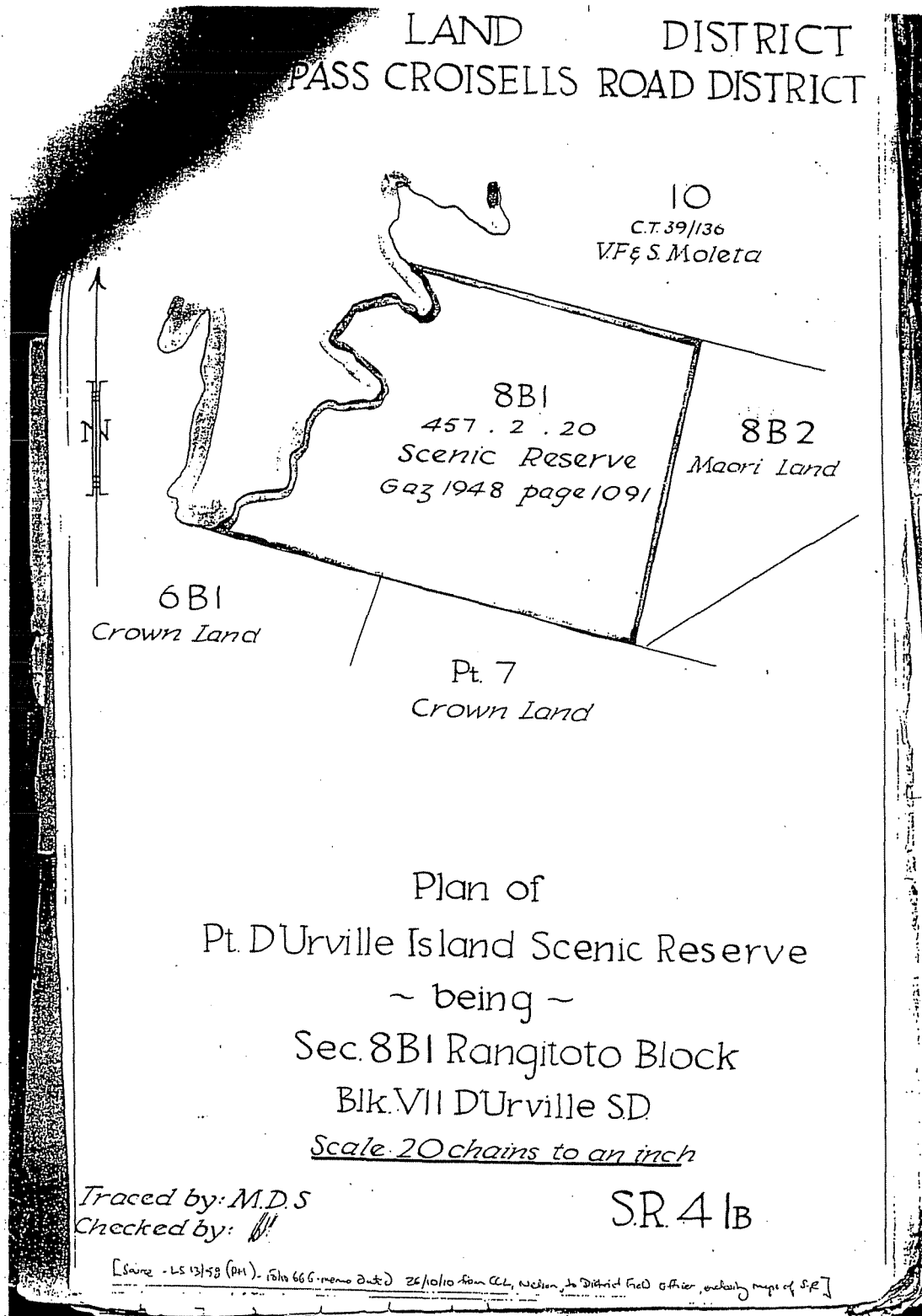
³¹ Ne M.B. 14/142.

³² 'Memorial Schedule', regarding Rangitoto 8B2, Folder 129, B.I.F..

³³ 'Memorial Schedule', regarding Rangitoto 8B3, Folder 129, B.I.F..

³⁴ S.I.M.B. 43/119.

³⁵ S.I.M.B. 43/225.



price the Hippolite's paid for these interests. In 1973, 3a 2r 6p was removed for a road and vested in the Marlborough County Council, with the residue of Rangitoto Block 8B2 declared Maori Freehold Land in 1982.³⁶

11.7. Rangitoto Block 8B4 (see also Chapter 10 (10.1)):

H.S.Tarleton, adjacent owner of Block 7, had approached the Crown in 1925 to ask them to procure as much of Rangitoto Block 8B4 for his use as a house, yards and launch jetty site. The Crown concurred, as clearly their purpose was to add to the holding of a returned soldier. They agreed to procure at 15/- per acre (£434) as compared to the government valuation of 10/- per acre.³⁷ A meeting of assembled owners was convened, under Part XVIII of the Native Land Act, 1909, and held at Manaia on 2 December 1925, where over 70% of the owners resided.³⁸ Present at the meeting were:³⁹

Karo Wauwau
 Pourewa Mokena
 Arehia te Rei
 Wharepuia te Rei
 Te Rangikararo Rei
 Ihaka te Rei
 Te Hawea Te Ahu
 Whakahawea Ahurei (part successor to Whio Te Ahu)
 Tarawera HareKatene (by Trustee, Mataria te Ahu)

It would appear that the owners were quite keen to sell. Stead and Prickard, representing the largest owner, Karo Wauwau, instructed the Crown that Karo had been desirous of selling her interests in conjunction with other owners some time ago.⁴⁰ Whether the owners knew of the Crown's true intent at purchasing is unsure, but certainly no documentation between the vendors and Crown revealed this intent. Ihaka te Rei proposed and Wharepuia te Rei seconded a proposal that the offer of the Crown be accepted. The resolution was carried unanimously and the resolution of the District Maori Land Board for the South Island was confirmed in the same month.⁴¹ The £434 was to be paid over to the Maori Trustee (under Section 376(1)(b) of the Native Land Act, 1909), for distribution to the owners (the sum of £10 to be retained to cover the Board's costs), minus deductions for survey liens and associated interest amounting to £65-4-6.⁴² No further correspondence was located as to when payment was made to vendors. Rangitoto Block No. 8, now Section 1 Block VIII, D'Urville S.D., was vested to the Crown under section 368, Native Land Act, 1909, in 1926.⁴³

³⁶ NZ Gazette, No. 105, page 2348, dated 15/11/73; 'Memorial Schedule', regarding Rangitoto 8B3, Folder 129, B.I.F..

³⁷ Memo dated 17/11/25, from U.S., to Thomson, NLP Officer; Letter dated 26/4/26, from U.S., N.D., Wgtn, to Stead and Prickard (quote - "for the purpose of adding to the holding of a returned soldier", MA-MLP 1 1925/12).

³⁸ Folio 5, entitled 'Rangitoto 8B4'; Folio 16, *Kahiti o Nui Tireni*, Poneke, Taite, Noema 12, 1925, page 528, MA Acc W2218.

³⁹ Folio 5, entitled 'Minutes' (of Assembled Owners meeting), MA AccW2218.

⁴⁰ Letter dated 25/11/25, from Stead and Prickard, to U.S., N.D., Wgtn, MA-MLP 1 1925/12.

⁴¹ Folio 22, entitled 'Confirmation of a Resolution passed by Assembled Owners', dated 14/12/55, MA Acc W2218.

⁴² Folio 24, Letter dated 12/1/26, from the U.S., N.D., Wgtn, to the Registrar, S.I.D.M.L.B., Wgtn; Memo dated 25/1/26, from Acting Reg., NLC, Wgtn, to C.S., L & S, Nelson, MA Acc W2218.; Memo dated 19/1/26, from Acting Reg., NLC, Wgtn, to C.S., Nelson; Memo dated 23/1/26, from C.S., Nelson, to NLC, Wgtn; Memo dated 25/1/26, from Acting Reg., NLC, Wgtn, to C.S., Nelson, L & S 20/2 (Part 1).

⁴³ Extract from NZ Gazette, No. 9, 18/2/26, MA-MLP 1 1925/12.

Section 1 Block VIII, D'Urville S.D., was taken over by Tarlton on a Special tenure Renewable Lease. The lease was relinquished in 1927 and taken over by Captain R.J.Bird in 1928. The Crown excised 442a 2r 20p from the block for rent arrears in 1938. The excised areas became Scenic Reserve being Section 13 Blocks VII and VIII, D'Urville S.D. The residue of Section 1 was incorporated with the residue of Rangitoto Block 7, to become Section 2, Block VIII, D'Urville S.D., and eventually brought out by W.A.Turner in 1954. In 1973, 3a 3r 2p was taken pursuant to Section 29 of the Public Works Amendment Act, 1948, for a road and vested to the Marlborough County Council.⁴⁴

11.8. Rangitoto Block 8B5:

In May 1969, the Maori Trustee applied to have the uneconomic interests of all the owners vested to itself under Section 151A(4) of the Maori Affairs Act, 1953. There were no objections and the MLC confirmed the application.⁴⁵ These interests were subsequently sold to Pohe Hohapata Hippolite and Jamesina Hippolite in 1971.⁴⁶

⁴⁴ GN 153981, Extract from *NZ Gazette* No. 105, 15/11/73, page 2351, Land Titles Office, Nelson.

⁴⁵ S.I.M.B. 44/383.

⁴⁶ Baldwin III, p. 26.

CHAPTER TWELVE
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 9 ~

12.1. Rangitoto Block 9:

Owners for Rangitoto Block 9, comprising of 687 acres, were confirmed in 1895:¹

Table 12.1a. <u>Allotment of Interests to Owners of Rangitoto Block 9 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Taimona te Pahu	Mere te Moni	411
Mere te Moni	Ani Hamuera	24
	(Te) Hiamoe Hamuera	24
	Amiria Mahikai	24
	Peita Renata	24
Tireni Rei		128
Ariana Wauwau (aka Ariana Rei)	Tireni Rei	31a 0r 32p
	Arihia Rei	5a 0r 32p
	Te Rangikaroro Rei	5a 0r 32p
	Wharehuia Rei	5a 0r 32p
	Ihaka Rei	5a 0r 32p

Carkeek's survey of 1907-09 saw the inclusion of an additional 45 acres bringing the total acreage to 732 acres:²

Table 12.1b. <u>Allotment of Interests after Carkeek's Survey.</u> <u>Rangitoto Block 9 (1907-09)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Ani Hamuera	Hiamoe Hamuera	45
	Te Pou te Hira	45
	Rangi Wairarana	45
Hiamoe Hamuera		135
Amiria Mahikai		135
Peita Renata	Amiria Mahikai	67a 2r 0p
	Hiamoe Hamuera	67a 2r 0p
Tireni Rei (not succeeded until 1912)		
	Te Hawea te Ahu	42a 0r 32p
	(aka Whakahawea Ahurei)	
	Pe te Ahu	42a 0r 32p
	(aka Mokemoke Te Ahu)	
	Whio te Ahu	42a 0r 32p
	Tarawera H. Katene	42a 0r 32p

¹ Ne M.B. 3/248; Memo dated 31/8/51, from Reg., NLC, Wgtn, to Judge Beechy, MLC, Auckland, CH 270 15/2/176, Rangitoto No. 9, NA, Chch; List of owners and successors, Ne 56/1-5, B.O.F..

² Memo dated 31/8/51, from Reg., MLC, Wgtn, to Judge Beechy, Auckland, CH 270 15/2/176.

Table 12.1b.cont:

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Arihia Rei		5a 2r 16p
Te Rangikaroro Rei		5a 2r 16p
Wharehuia Rei		5a 2r 16p
Ihaka Rei		5a 2r 16p

The block was leased to Hugh Gully (Barrister and Solicitor), of Wellington, in 1907, for 21 years.³ Rental was set at 3d per acre for the first 11 years, 4d an acre, for the balance of the lease term. A year later, in March 1908, Tireni Rei, Arihia Rei, Ihaka Rei, Wharehuia Rei, Te Rangikaroro Rei, and Hiamoe Hamuera sold their undivided interests to the estate of Hugh Gully, for 5/- per acre or £76-5-0 (based on the pre-Carkeek survey), subsequently increased to £116-7-6 when Carkeek's survey was taken into account.⁴ A special government valuation for the block provided a capital value (and unimproved value) of £171, or around 5/- per acre. The vendors convinced the Native Land Court that they had sufficient other lands for their means and were given confirmation to sell:⁵

Table 12.1c.Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Tireni Rei (Manaia ⁶)	Rangitoto No. 8	share
	Orupuputa	share

³ Baldwin III, p.26.

⁴ Wn M.B. 14/317-318, initially excluding Hiamoe's succession to Ani and Peita's interests, but upon confirmation of transfer, their interests, through succession, were also included; Application of Confirmation of Alienation, dated 1908, between Tireni et al and Gully; Valuation Slip No. 3/89/567 part, dated August 1907, CH 270 15/2/4019

⁵ For Tireni's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Tireni and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for Arihia's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Arihia and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for Ihaka's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between J.L.Morrison and Ihaka te Rei: 'Schedule of Lands owned by Ihaka te Rei and Pourewa Mokena; 'Application for a Confirmation Order of Alienation, dated 1906, between J.L.Morrison and Ihaka Rei, Application for a Confirmation Order of Alienation from the NLC', dated 1907, between Arihia and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for Wharehuia's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Wharehuia and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for Te Rangikaroro's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Rangikaroro and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for Hiamoe's lands, see: Application for a Confirmation Order of Alienation from the NLC', dated 1907, between Hiamoe and Gully; 'Natives Other Lands', n.d., regarding Rangitoto No. 9, CH 270 15/2/4019; for payment to vendor's, see: Letter dated 27/1/12, from Bunny and Ayson, to Reg., NLC, enclosing receipts, CH 270 15/2/4019. Arihia and Rangikaroro's shares were paid for upon signing of transfer document (15/1/08), no indication whether they received the full payment in respect of Carkeek's survey. No specific figure is given for their amounts, but as they had the same acreage as Wharehuia and Ihaka, I have deduced that they would of received the same amount. There is also no indication as to when Tireni's successors received his balance of payment. Originally Hiamoe was to receive £39-15-0, but this was increased on 'arrangement' with her solicitor, S.S.Allen, although no reason is stated what this arrangement was. By taking her acreage (under Carkeek's survey and including succession interests of Ani and Peita) and multiplying it by 5/- (5/- per acre), this equates to just under £62.

⁶ Application for a Confirmation Order of Alienation, dated 1907, between Tireni and Gully, CH 270 15/2/4019, Rangitoto No. 8 to 11, NA, Chch.

Table 12.1c.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Tireni Rei (Cont:)	NZ Co. Tenth	26 shares
	Whangarae	share
	Whangamoa	share
	Mokakipawa[sic]	share
Arihia Rei (Manaia ⁷)	Whangarae Sub 2C	32a Or 25p
	Rangitoto No. 8	share
	NZ Co. Tenth	share
	Whangamoa	share
	Orupuputa	share
	Mokakipawa[sic]	share
Ihaka Rei (Hawera/Manaia ⁸)	Whangarae No. 2C	32a Or 22p
	Whangamoa Blk I	share in 88 acres
	Oruaputa[sic]	8
	Mokakipawa[sic]	share
	Rangitoto No. 8	10
	Rangitoto No. 7	10
	Rangitoto No. 9	5a Or 32p
	NZ Tenth	134 shares
	Anamahanga	10
Wharehuia Rei (Manaia ⁹)	Whangarae Sub 2C	32
	Rangitoto No. 8	share
	NZ Co. Tenth	133 shares
	Whangamoa	share
	Orupuputa	share
	Mokakipawa[sic]	share
Te Rangikaroro (Manaia ¹⁰)	Whangarae Sub 2C	32a Or 25p
	Rangitoto No. 8	share
	NZ Co. Tenth	133 shares
	Whangamoa	share
	Orupuputa	share
	Mokakipawa[sic]	share
Hiamoe Hamuera (Raglan ¹¹)	Nelson Tenth	95 shares
	Whangarae Sec 18 Sq 91 Sub 1A	51a 1r 28p
	Waitahuna (Auckland)	share
	Motueka	share
	Whangarae Sub 1A	50 (as sucesor)
	Maungatawhari	58
	Te Rapa	share
	Maerangi	share

⁷ Application for a Confirmation Order of Alienation, dated 1907, between Arihia and Gully, CH 270 15/2/4019.

⁸ Names of Owners and their addresses of D'Urville Island, Ne 55 and 56, B.O.F.; Application for a Confirmation Order of Alienation, dated 1907, between J.L.Morison and Ihaka te Rei, CH 270 15/2/4019.

⁹ Application for a Confirmation Order of Alienation from the NLC, dated 1907, between Wharehuia and Gully, CH 270 15/2/4019.

¹⁰ Application for a Confirmation Order of Alienation, dated 1907, between Rangikaroro and Gully, CH 270 15/2/4019.

¹¹ Application for a Confirmation Order of Alienation, dated 1907, between Hiamoe and Gully, CH 270 15/2/4019.

Table 12.1d.
Schedule of Distribution of Purchase Money to Vendors.
Sale of Rangitoto Block 9 (1908)

<u>Name of Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Tireni Rei	8/11/07	5	
To Public Trustee to be distributed to successors	27/1/12	37-7-6	47-7-6
Arihia Rei	27/1/12	[1-7-6]	[1-7-6]
Ihaka Rei	15/1/08	1-5-0	
	8/1/12	2/- 6d	1-7-6
Wharehuia Rei	27/1/12	1-7-6	1-7-6
Te Rangikaroro Rei	27/1/12	[1-7-6]	[1-7-6]
Hiamoe Hamuera	11/1/12	62	62

In November 1908, the NLC partitioned Block 9 into:¹²

1. Rangitoto Block 9A (462 acres) - to go to:

Table 13.1e.
Allotment of Interests to Owners of Rangitoto Block 9A (1908)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
the estate of Hugh Gully	R.J.W.Turner	372 .
Te Pou te Hira		45
Rangi Wairarana	Hiamoe Hamuera	15
	Wi Tana Manukau	15
	(aka Witana Toka Manukau, residing at Waerenga ¹³)	
	Toea Kohi	15

2. Rangitoto Block 9B (270 acres) - to go to remaining owners:

Table 12.1f.
Allotment of Interests to Owners of Rangitoto Block 9B (1908)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Amiria Mahikai		202a 2r 0p
estate of Hugh Gully	R.J.W.Turner	67a 2r 0p

¹² Memo dated 31/8/51, from Reg., MLC, Wgtn, to Judge Beechey, MLC, Auckland, for succession to Rangi Wairarana, CH 270 15/2/4019.

¹³ Letter dated 11/9/25, from Wi Tana Manukau, Waerenga, to NLB, Wgtn, CH 270 15/2/176.

2.2. Rangitoto Block 9A:

In 1919, Te Pou te Hira, Hiamoe Hamuera, Wi Tana Manukau and Toea Kohi sold their undivided interests in the block to Turner for £67-10-0, or around 17/- 6d per acre [for a schedule of Hiamoe's lands, see Table 12.1c above; no land schedules were located for the other vendors].¹⁴

Table 12.2a.

Schedule of Distribution of Purchase Money to Te Pohe te Hira.

Sale of Rangitoto Block 9A (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	10	
Balance paid to S.I.D.M.L.B. for disbursement to Te Pohi	1/11/18	29-7-6	39-7-6

Table 12.2b.

Schedule of Distribution of Purchase Money to Hiamoe Hamuera.

Sale of Rangitoto Block 9A (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	8/3/18	10	
Balance paid	25/?/18	3-2-6	13-2-6

Table 12.2c.

Schedule of Distribution of Purchase Money to Wi Tana Manukau.

Sale of Rangitoto Block 9A (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	10	
Balance paid to S.I.D.M.L.B. for disbursement to Wi Tana	1/11/18	3-2-6	
Balance paid to Wi Tana	9/3/20	3-2-6	13-2-6
[In Septmebr 1925, Wi Tana wrote to the Registrar, Wellington, to enquire when he would receive the balance of the purchase money. ¹⁵ He was accordingly advised that the money had been given to him by the S.I.D.M.L.B. at Matangi in March 1920.]			

¹⁴ Application for Confirmation, dated 23/5/19, between Te Pohi et al and Turner, CH 270 15/2/176; for payment to vendors, see: Letter dated 1/11/18 from Bunny, Wgtn, to Reg., NLC, Wgtn, (enclosing receipts); Letter dated 16/9/25, from Reg., Wgtn, to Witana Manukau, CH 270 15/2/176.

¹⁵ Letter dated 11/9/25, from Witana Manukau, Waerenga, to NLB, Wgtn; Letter dated 16/9/25, from Reg., Wgtn, to Wi Tana Manukau, CH 270 15/2/176.

Table 12.2dSchedule of Distribution of Purchase Money to Toea Kohi.Sale of Rangitoto Block 9A (1919)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	10	
Balance paid to S.I.D.M.L.B. for disbursement to Toea	1/11/18	3-2-6	13-2-6

Outstanding Survey Liens owing to the amount of £3-17-0, plus interest at 1-10-0, were finally settled on 15 May 1925. No details were located showing who made payment.¹⁶

12.3. Rangitoto Block 9B:

In 1918, Amiria Mahikai sold out her interests to Turner for £177-4-0.¹⁷

Table 12.3a.Schedule of Distribution of Purchase Money to Amiria Mahikai.Sale of Rangitoto Block 9B (1918)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	n.d.	15	
Balance paid	29/12/18	62-4-0	177-4-0

Outstanding Survey Liens owing to the amount of £2-5-0, plus interest of £1-10-0, were finally settled 15 May 1925, although no details were found as to who made payment.¹⁸

¹⁶ Memo dated 24/6/19, from C.S., L & S, Nelson, to DLR, Nelson, L & S 11/136 (Vol 1); 'Notice of Release of Lien', dated 15/5/25, regarding Rangitoto 9A, L & S 20/2 (Part 1).

¹⁷ Application for Confirmation, dated 23/5/18, between Amiria and Turner, Ch 270 15/2/176.

¹⁸ Memo dated 24/6/19, from C.S., L & S, Nelson, to DLR, Nelson, L & S 11/136 (Vol 1); 'Notice of Release of Lien', dated 15/5/25, regarding Rangitoto 9A, L & S 20/2 (Part 1).

CHAPTER THIRTEEN
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 10 ~

13.1. - Rangitoto Block 10 (pre-partition of 1895):

In 1895, confirmation of owners was given in respect of Rangitoto Block 10, comprising 5202 acres (excluding the Maori reserves of Horea and Otarawao):¹

<u>Table 13.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 10 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Haimona Patete		532
Paipai Rangiriri (aka Oriwia Kereopa/Meihana)	Haimona Patete	75
Rangiriri Te Patete (aka Rangiriri Turi)	Haimona Patete	548
Riria Te Kahurangi		448
Hohepa Te Kahurangi (aka Hohepa Horomona)		1061
Haneta Hone Hukaroa		423
Hera Rangimatoru	Haneta Hukaroa	43
	Rangihuia Hukaroa	41
	Ruihi Takena	41
Rora Pakirehua	Haneta Hone Hukaroa	7
	Rangiruhia Hone (aka Rangihuia Hukaroa)	7
	Ruihi Kawharu	7
Matiu Te Ruruku	Pirihira Matiu	182 2/3
	Kuti Matiu	182 2/3
	Matiu Matiu	182 2/3
Maraea Matiu Te Ruruku (aka Maraea Ruruku)	Pirihira Matiu	182 2/3
	Kuti Matiu	182 2/3
	Matiu Matiu	182 2/3
Waiehu Matiu Te Ruruku (aka Waiehu Matiu)	Pirihira Matiu	182 2/3
	Kuti Matiu	182 2/3
	Matiu Matiu	182 2/3
A tanatiu Te Kairangi		100
Pirahana Te Ao-o-terangi		75
Wirihana tikapa Te Ao-o-terangi		75
Mita Karaka Ngatipare		75

Some 4829 acres was leased out to J.P.Campbell in August 1895 for 21 years, at a annual rental of £45-5-6, after the Court determined that the lessors possessed sufficient other lands for their means:²

¹ Ne M.B. 3/248-9; Comprised in PR 4/165, Land titles Office, Nelson

² Ne M.B. 3/251-3.

Table 13.1b.
Schedule of Rentals to Owners from Lease to Campbell.
Rangitoto Block 10 (1895)

<u>Name of Owner</u>	<u>acreage allocated</u>	<u>Rental (£)</u>
Haimona Te Patete	1155	10-16-7
Riria Te Kahurangi	448	4-4-0
Hohepa Te Kahurangi	1061	9-19-0
Haneta Hone Hukaroa	473	4-8-8
Pene Hone Hukaroa	48	0-9-0
(as successor to Rangiruhia Hukaroa)		
Pirihira Matiu	548	5-2-9
Kuti Matiu	548	5-2-9
Matiu Matiu	548	5-2-9

Three months later the whole block was subdivided:³

1. Rangitoto Block 10 (4736 acres/Carkeek's survey of 1907-09 = 5039 acres [see Appendix XXVI]):

Table 13.1c.
Allotment of Interests to Owners of Rangitoto Block 10 (1895/1907-09)

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>1895 acreage</u>	<u>Carkeek's survey</u>
Haimona Te Patete		1155	1205
Riria Te Kahurangi	Ruihi Horomona	448	467
Hohepa Te Kahurangi	Ruihi Horomona (aka Ruihi Takuna)	620	709
	Pekahou Takuna	200	228a 3r 0p
	Amiria Horomona	148	169a 1r 0p
Haneta Hone Hukaroa	Pirihira Matiu	157a 1r 13.3p	164 1r 13.3p
	Kuti Matiu	157a 1r 13.3p	164a 1r 13.3p
	Matiu Matiu	157a 1r 13.3p	164a 1r 13.3p
Rangiruhia Hukaroa	Pene Hone Hukaroa	48	50
Pirihira Ruruku		548	573
Kuti Ruruku		548	572
Matiu Ruruku		548	572

2. Rangitoto Block 10A (373 acres/Carkeek's survey = 397 acres):

³ CT 35/132, Land titles Office, Nelson; Otaki M.B. 29/86-87; Ne M.B. 3/205, for succession to Ruihi Kawharu; Ne 3/206, for succession to Rangiruhia Hukaroa; Wn M.B. 6/277-278, for succession to Hohepa Te Kahurangi. Hohepa Te Kahurangi lost 93 acres, he was apparently holding land as a trustee, but no specific details given. His land was adjusted accordingly down to 968 acres; Ne M.B. 6/343, Piahana Te Ao-o-terangi died in Raglan, 1909, and Wirihihana Tikapa Te Ao-o-terangi died 23/11/07; for other successions see Ne 56/1-5, B.O.F.

Table 13.1d.**Allotment of Interests to Owners of Rangitoto Block 10A (1895/1907-09)**

<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>1895 acreage</u>	<u>Carkeek's survey</u>
Ruihi Kawharu	Ngapera Kawharu	24	26a 1r 0p
	Te Wera Kawharu	24	26a 1r 0p
Atanatiu Te Kairangi	Amiria Horomona	50	53
	Karoraina Wi Katene	5a 2r 0p	5a 3r 22p
	Hari Katene	5a 2r 0p	5a 3r 22p
	Ngiha Katene	5a 2r 0p	5a 3r 22p
	Hori Kerei Katene	5a 2r 0p	5a 3r 22p
	Te Taku Katene	5a 2r 0p	5a 3r 22p
	Rangiira Katene	5a 2r 0p	5a 3r 22p
	Te Manu Katene	5a 2r 0p	5a 3r 22p
	Perereka Katene	5a 2r 0p	5a 3r 22p
	Rina Katene	5a 2r 0p	5a 3r 22p
Pirahana Te Ao-o-terangi	Te Kakakura Te Ao-o-terangi	37a 2r 0p	39a 3r 0p
	Te Ataiorewa Winiata	12a 2r 0p	13a 1r 0p
	Mohi Winiata Mauriri	12a 2r 0p	13a 1r 0p
	Tainui Whiro Mauriri	12a 2r 0p	13a 1r 0p
Wirihana tikapa Te Ao-o-terangi	Te Kakakura Te Ao-o-terangi	37a 2r 0p	39a 3r 0p
	Te Ataiorewa Winiata	12a 2r 0p	13a 1r 0p
	Mohi Winiata Mauriri	12a 2r 0p	13a 1r 0p
	Tainui Whiro Mauriri	12a 2r 0p	13a 1r 0p
Mita Karaka Ngatipare	Tuaiwa Ngatipare	37a 2r 0p	39a 3r 0p
	(aka Shari Ngatipare)		
	Mita Karaka Ngatipare II	37a 2r 0p	39a 3r 0p

13.2. Rangitoto Block 10 (post-1895):

In December 1905, Haimona Patete leased his undivided interest to the Moleta brothers (who ran sheep and a fishing station), and D. Russo, (sheepfarmer), for 40 years. Rental was set at £22-10-0 per annum (the lease under Campbell had, by this time, been surrendered).⁴ Haimona was adjudged to have sufficient other lands for his needs. Three years later, on 3 February, 1908, Pirihiara Matiu, Kuti Matiu, Matiu Matiu, Amiria Horomona, Ruihi Horomona (for herself and as trustee of Pekahou Takuna) leased their undivided interests to the Moleta brothers and Russo.⁵ Each was said to have sufficient other lands for their needs. Wi Neera, husband of Ruihi Horomona, remarked that all the lessors resided in Porirua and, unlike the elders, the younger generation had never occupied the block. Three separate leases were confirmed:

a) Lease - 40 years - Pirihiara, Kuti, Amiria and Ruihi.

Rental = 3d per acre for first ten years; 4d, next ten, 5d, next ten, 6d, for remainder of term.

b) Lease - 38 years - Matiu Matiu

Annual rental = £8-16-6 for the first eight years; £11-15-3, next 10 years; £14-14-0 next ten years; £17-12-9 for the remainder of term.

⁴ Wn M.B. 14/99, 16/166 (for Moleta brother occupation), Ne 4/331; Application to Confirm above Order of Alienation, dated 30/5/05, CH 270 15/2/4019; Wn M.B. 14/196, no dated given for surrender of lease.

⁵ Wn M.B. 14/196-197; Application of Confirmation of Alienation, dated 30/7/07, CH 270 15/2/4019.

c) Lease - 21 years - Pekahou Takuna

Annual rental = £2-10-0 for the first ten years; £3-6-8 for the remainder of term

Restrictions prohibiting the freeholding of the block were removed in 1909.⁶ The block was considered inhospitable for Native settlement and none of the owners had lived on the block. All the owners were considered endowed with sufficient other lands for their needs and keen to sell their respective interests to the lessees.

In November 1910, Ruihi Horomona, Amiria Horomona, Pekahou Takuna and Pene Hone Hukaroa sold their undivided interests (915 acres) to the Moleta brothers.⁷ The consideration was for £674-10-0, or 8/- 3d per acre, the same as the government valuation dated March 1908 (the valuation had a capital value of £3501, with a value of improvements, of the owners' interests, at £182, and of the lessees' interests, at £928).

Table 13.2a.

Payments Due to each Vendor

Sale of Part Rangitoto Block 10 (1910)

<u>Name of Vendor</u>	<u>Purchase Price (£)</u>
Ruihi Horomona	485-2-0
Amiria Horomona	70
Pekahou Takuna	94-8-0
Pene Hone Hukaroa	25

Ruihi and Pene's consideration equated to around 20/- and 10/- per acre respectively. This may take into account the owners' interest in the value of improvements, or improvements affected by them. A list of vendors' other lands was submitted and payment approved:⁸

Table 13.2b.

Schedule of Vendor's other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Ruihi Horomona (Porirua ⁹)	Whangarae Section 18 Sq 91	34a 1r 7p
	Whangarae Sub 3A	147a 0r 3p
	Onetea Sec 17 Blk V, Whangamoa	5
	Hongoeka No. 6B (1/2 block)	35a 1r 13 1/2p
	Takapuwahia A	30a 2r 0p
	Takapuwahia G	10

⁶ Wn 16/166, 254, 380-381.

⁷ Ne M.B. 6/324; Application of Confirmation of Alienation, dated 23/9/10, CH 270 15/2/4019.

⁸ For Ruihi's lands, see: 'Other Lands Owned by Vendors', dated 17/10/10, CH 270 15/2/4019; for Amiria's lands, see: 'Other Lands Owned by Vendors', dated 17/10/10, CH 270 15/2/4019; Wn M.B. 16/166, 380; for Pekahou's lands, see: 'Other Lands Owned by Vendors', dated 17/10/10; Wn M.B. 16/381, CH 270 15/2/4019; for payment, see: Letter dated 16/11/11 from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn (enclosing receipts); Letter dated 2/12/11, from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn, CH 270 15/2/4019; Memo dated 23/8/37, from Reg., NLC, Wgtn, to U.S., N.D., Wgtn (enclosing Schedule of sale payments for Rangitoto 10), L & S 22/155/13.

⁹ Wn M.B. 14/197.

Table 13.2b.cont:

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Ruihi Horomona (cont:)	Takapuwahia Township No.'s 68, 69, 70, 126	shares
	Takapuwahia No. 92	Sole owner
	Popoteruru	share in 11a 3r 0p
Amiria Horomona (Porirua ¹⁰)	Whangarae Sec 18 Sq 91	34a 1r 13 1/2p
	Whangarae Sub 3A	147a 0r 3p
	Popoteruru	share in 11a 3r 0p
	Manaia	100
	Takapuwahia Sec 34 and 126	shares
Pekahou Takuna (Porirua ¹¹)	Whangarae Sec 18 Sq 91	34a 1r 7p
	Popoteruru	share in 11a 3r 0p
	Hongoeta No. 6B (1/2 block)	35a 1r 13 1/2p
	Kahotea	share
	Waikanae	share
	Takapuwahia A	30a 1r 0p
	Takapuwahia G	10
	Takapuwahia Township No.'s 68, 69, 70, 126	shares

Pene Hone Hukaroa [see Chapter 9 (Table 9.1i)]

Table 13.2c.Schedule of Distribution of Purchase Money to VendorsSale of Part Rangitoto Block 10 (1910)

<u>Name of Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Ruihi Horomona	15/11/11	485-2-0	485-2-0
Amiria Horomona	17/11/11	70	70
Pene Hone Hukaroa	16/11/11	25	25

Table 13.2d.Schedule of Distribution of Purchase Money to Pekahou TakunaSale of Part Rangitoto Block 10 (1910)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	7/9/10	10	
Part Payment	10/9/10	1	
Part Payment	15/11/11	2	
Balance paid to Reg., NLC, for disbursement to Pekahou	18/11/11	81-8-0	
Order for payment to Bunny and Ayson	n.d.	19-15-11	
Survey Lien	2/12/11	1-18-0	
[No details regarding disbursement payment to Pekahou]			94-8-0

¹⁰ Wn M.B. 14/197.

¹¹ Wn M.B. 14/197.

Matiu Matiu, Pirihiira Matiu and Kuti Matiu sold their undivided interests (2210 acres) to D. Russo in September, 1911.¹² Consideration was £304 for Matiu, and £330 for the other two vendors. However, the Native Land Court could find no reason why Matiu was being paid less and ordered that his consideration be increased £26. Initially the NLC had been reluctant to confirm the transfer of Matiu's interests, believing him to be practically landless, but a list of 'other lands' submitted placated the Court's reluctance [for Vendors' other lands, see Chapter 5 (Table 5.3a for Pirihiira; Table 5.1d for Matiu and Kuti)]. Confirmation of transfer on consideration of £990 (just over 8/- 3d per acre) was consented to:¹³

Table 13.2e

Schedule of Distribution of Purchase Money to Matiu MatiuSale of Part Rangitoto Block 10 (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	9/9/10	10	
Part Payment	19/9/10	6	
Balance paid to Reg., NLC for disbursement to Matiu	15/11/11	314	
Survey Liens	n.d.	6-2-9	
[No details regrading payment of balance to Matiu]			330

Table 13.2f.

Schedule of Distribution of Purchase Money to Pirihiira MatiuSale of Part Rangitoto Block 10 (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	19/4/11	20	
Balance paid to Reg., NLC, Wgtn, for disbursement to Pirihiira	15/11/11	310	
Survey Liens	17/1/21	6-2-9	
Order for payment to Bunny and Ayson due to her	12/2/12	30-17-4	330

Table 13.2g.

Schedule of Distribution of Purchase Money to Kuti MatiuSale of Part Rangitoto Block 10 (1911)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	12/4/10	10	
Part Payment	4/9/11	5	
Part Payment	10/10/11	2	
Balance paid to Reg., NLC, for disbursement to Kuti	15/11/11	313	
Order for payment to Bunny and Ayson	20/11/11	42-15-3	
Survey Liens	n.d.	6-2-9	330

¹² Wn M.B. 17/207, 18/54-55; Application of Confirmation of Alienation, dated 23/9/10, between Matiu and Russo, CH 270 15/2/4019; Application for Confirmation, dated 20/5/11, between Pirihiira et al and Russo, CH 270 15/2/39, Rangitoto No. 10, NA, Chch.

¹³ Letter dated 15/11/11, from Bunny and Ayson, to Reg., NLC, Wgtn (enclosing receipts); Letter dated 2/12/11, from Bunny and Ayson, to Reg., NLC, Wgtn (enclosing receipts), CH 270 15/2/4019.

Baldwin believes that Pirihiira and Kuti received double payments of firstly, £330, and then £304-5-0. However, she provides no clear reference as to her sources, and a 'Sale Schedule' indicated that there were no double payments.¹⁴ Given that the transfer document was usually drawn and signed up to six months, or longer, prior to official confirmation, and that part or full payment often preceded a Court hearing, it is most likely that Baldwin is referring to the original document having the first figure of £304-5-0, rather than the Court's confirmed figure of £330. Although the Court minutes did not note a figure of £304-5-0 for Pirihiira and Kuti, it did so for Matiu, from £304 before this was increased to £330.

Haimona Te Patete was the last owner of the block to transfer his undivided interests to the Moleta Brothers in January 1912.¹⁵ The consideration was for £1,000; the government valuation, dated 1908, placed a tentative figure of £500 for his 1205 acres [for vendor's other lands, see Chapter 5 (Table 5.3f)] There is no indication as to why Haimona was to receive double the valuation when the other vendors had received, on average, equivalent to the government valuation of 8/- 3d per acre: he was to receive just under £1 per acre. One indication of this large payment may be that in October 1910, Haimona (et al) tried to gain approval to partition a portion of the block of over 2,000 acres in the north.¹⁶ The land was considered more productive and worth 15/- per acre as opposed to the rest of the block, at around 9/- per acre. This was objected to and partition did not proceed. On this premise, Haimona's undivided interests may have been agreed to in the north of the block (although he had never lived on the block). Subsequently, he was to receive considerably more than the other vendors.¹⁷

Table 13.2h.
Schedule of Distribution of Purchase Money to Haimona Patete
Sale of Part Rangitoto Block 10 (1912)

<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Full payment to Reg., NLC, Wgtn, for disbursement to Haimona	2/1/12	1,000	
Survey Liens	7/3/12	10-0-0 (2d per acre)	
[No details when Haimona was paid]			1,000

In 1973, 67a 2r Op was taken under the Public Works Amendment Act, 1948, for a road, and vested in

¹⁴ Baldwin III, p.29; Memo dated 23/8/37, from Reg., Wgtn, to U.S., N.D., Wgtn (enclosing a 'Sale Schedule' showing payments to vendors), L & S 22/155/13, D.O.S.L.I., (H.O.) Wgtn.

¹⁵ Ne M.B. 7/91 Wn 17/142, 18/132; Application of Confirmation of Alienation', dated 9/10/11, CH 270 15/1/4019.

¹⁶ Ne M.B. 6/323-324; Baldwin III, p.29.

¹⁷ Letter dated 2/1/12 from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn; Letter dated 7/3/12, from Bunny and Ayson, to Reg., NLC, Wgtn; Letter dated 17/11/11 from John Morrison, to Judge Gilfedder, NLC, Kaiapoi (payment was to be forthwith upon confirmation of his transfer), CH 270 15/2/4019; telegram dated 20/11/11 from Gilfedder, to Reg., NLC, Wgtn; Memo dated 20/11/11 from Reg., NLC, Wgtn, to Gilfedder, CH 270 15/2/139; Memo dated 11/5/37, from Reg., to U.S., N.D., Wgtn; Memo dated 24/5/37, from U.S., N.D., Wgtn, to U.S. for Lands, Wgtn; File Note dated 20/7/37, to Chief Accountant; Memo dated 23/8/37, from Reg., Wgtn, to U.S., N.D., Wgtn; Memo dated 3/11/57, from U.S., L & S, Wgtn, to CCL, Nelson, L & S 22/155/13. An investigation of Survey Liens owing at the time of confirmation of Haimona's et al transfers was carried out in 1937, and revealed that although the vendor's respective payments of liens were held for payment, they were never paid and were overlooked by the Maori Land Board when distributing the purchase money. In fact only £6-2-9 was forwarded to the Lands Department; as there was no money to forward for survey liens, the inference being that it was all paid out to the vendors, the Audit Department concurred in provisionally writing off the sum of £39-14-4 owing in liens (£16-3-7, plus interest from 1912, to 1936 amounting to £23-10-29).

the Marlborough County Council.¹⁸

In 1976, the NZ Historic Places Trust pressed for the acquisition of Mount Ears as a 'Scientific Reserve' (located on Block 10), to protect the significant archaeological features of the area: the significant argillite quarries and its geology.¹⁹ However, the Moleta brothers did not wish to sell nor place an Historic Reserve status over the land. They had just obtained a full interest in the farm and preferred 'to leave the situation' for the time being.²⁰ The block was to become the most productive on D'Urville Island with the help of excellent topdressing and oversowing applications.²¹

13.3 Rangitoto Block 10A:

Hugh Gully leased this section, in 1907, for 21 years, from Wirihana Te Ao-o-Te-rangi, Amiria Horomona, Mita Ngatipare II and Tuaiwa Ngatipare.²² Rental was set at 3d per acre for the first 11 years, and 4d for the remainder. The Court was satisfied that the lessors possessed sufficient other lands for their respective means.²³

Table 13.3a.
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Wirihana Te Ao-o-Te-Rangi (Raglan ²⁴)	Te Akau	share
	Rohe Potae (Raglan)	share
Mita Ngatipare II (Raglan ²⁵)	Te Akau	
	Rohe Potae	
	Whatawhata	
	Waikato Heads	
Tuaiwa Ngatipare (Raglan ²⁶)	Lot 81, Parish of Pepepe	
	Te Akau	
	Rohe Potae	
for Amiria Horomona's [see Table 13.2b. above]		

¹⁸ NZ Gazette No. 105, 15/11/73, page 235.

¹⁹ Memo dated 13/6/77, from CCL, Nelson, to D.G., Wgtn; Letter dated 29/7/76, from NZ Historic Places trust, Wgtn, to D.G., L & S, Wgtn, enclosing report from N.J.Prickett (22/7/76), RES 8/8, M.S.M.P., D'Urville Island Scenic Reserve, D.O.C., Nelson

²⁰ Memo dated 13/6/77, from CCL, Nelson, to D.G., Wgtn, RES 8/8.

²¹ Folio 818, memo dated 10/11/16, from District Field Officer, to CCL, L & S 13/58 (Part 3).

²² Application of Confirmation of Alienation, dated 19/4/07, between Wirihana et al and Gully, CH 270 15/2/4019.

²³ For Wirihana's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Wirihana and Gully, CH 270 15/2/4019; for Mita's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Mita and Gully, CH 270 15/2/4019; for Tuaiwa's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between Tuaiwa and Gully, CH 270 15/2/4019.

²⁴ Application for a Confirmation Order of Alienation, dated 1907, between Wirihana and Gully, CH 270 15/2/4019.

²⁵ Application for a Confirmation Order of Alienation, dated 1907, Mita and Gully, CH 270 15/2/4019; Folio 7, Relative Interest, list of Whakaterepapanui Islets defined 21/10/12, MA Acc W2218, Whakaterepapanui Island, NA, Wgtn.

²⁶ Application for a Confirmation Order of Alienation, dated 1907, between Tuaiwa and Gully, CH 270 15/2/4019.

Partition of Block 10A occurred in October 1912.²⁷ Wetekia Ruruku, as part successor to Ngapera and Te Wera Kawharu, sought to cut Ngapera's interests out of the block:

1. Rangitoto Block 10A1 (52a 2r 0p) - to go to the successors of Ngapera and Te Wera Kawharu:

Table 13.3b.

Allotment of Interests to Owners of Rangitoto Block 10A1 (1912)

<u>Name of Owner</u>	<u>acreage allocated</u>
Pene Hukaroa	17a 2r 0p
Pirihana Matiu	5a 3r 13 1/3p
Matiu Matiu	5a 3r 13 1/3p
Kuti Matiu	5a 3r 13 1/3p
Wetekia Ruruku	8a 3r 0p
Turi Ruruku	8a 3r 0p

2. Rangitoto Block 10A2 (344a 2r 0p [see Appendix XXVII]) - to go to the remaining owners:

Table 13.3c.

Allotment of Interests to Owners of Rangitoto Block 10A2 (1912)

<u>Name of Owner</u>	<u>acreage allocated</u>
Amiria Horomona	53
Karoraina Wi Katene	5a 3r 22p
Hari Katene	5a 3r 22p
Ngiha Katene	5a 3r 22p
Hori Kerei Katene	5a 3r 22p
Te Taku Katene	5a 3r 22p
Rangiira Katene	5a 3r 22p
Te Manu Katene	5a 3r 22p
Perereka Katene	5a 3r 22p
Rina Katene	5a 3r 22p
Te Kakakura Te Ao-o-terangi	79a 2r 0p
Te Ataiorewa Winiata	26a 2r 0p
Mohi Winiata Mauriri	26a 2r 0p
Tainui Whiro Mauriri	26a 2r 0p
Wharepuhi Mita	39a 3r 0p
(as successor to Tuaiwa Ngatipare)	
Mita Karaka Ngatipare II	39a 3r 0p

13.4. Rangitoto Block 10A1:

In 1967, owners of this block had approached the Maori Trustee for an application of a Consolidation Order vesting the uneconomic interests to the Trustee for resale.²⁸ There were no objections and the uneconomic interests were sold to the Trustee as sole owner of the block and, in turn, transferred to J.F. and P.H. Hippolite

²⁷ Ne M.B. 7/167-168, Subject to a right of roadway half a chain wide through No. 8A;CT 3C/875, Land titles Office, Nelson.

²⁸ S.I.M.B. 43/119. No list of owners is given.

in 1971.²⁹ Survey Liens of £4-14-2 (including an apportionment of the lien created upon survey of Block 10A), plus interests of 5%, were still owing in 1971. No details were located showing when it was finally released.³⁰

13.5. Rangitoto Block 10A2:

Emily Roimata Pickett (nee Hippolite) approached the Maori trustee in 1968, for a Consolidation Order application for the uneconomic interests of the block, valued at around \$400.00. No objections were recorded and as a consequence, the uneconomic interests were transferred to Pickett in 1969 upon production of \$400.00.³¹

<u>Table 13.5a.</u>	
<u>Allotment of Interests to Owners of Rangitoto Block 10A2 (1968)</u>	
<u>Name of Owner</u>	<u>acreage allocated</u>
Amiria Horomona	53
Te Kahakura Te Ao-o-Te-rangi	79a 2r 0p
Emily Pickett	212

Survey Liens amounting to £24-12-9, plus interest, were still owing in 1971, although no information was sighted showing if payment was made.³² In 1973, 3a 1r 18p was taken for a road and vested in the Marlborough County Council, with the residue declared Maori Freehold Land in 1982.³³

²⁹ S.I.M.B. 43/225; could not source an exact date of Transfer or amount applicants paid to secure uneconomic interests.

³⁰ Memo dated 18/8/71, from C.S., Nelson, to Reg., MLC, Chch, L & S 11/136 (Vol 1).

³¹ Ne 13/203.

³² Memo dated 11/8/71, from Reg., MLC, Chch, to C.S., Nelson, L & S 11/136 (Vol 1).

³³ NZ Gazette, No. 105, 15/11/73, page 2348; 'Memorial Schedule', regarding Rangitoto Block 10A2, Folder 129, B.I.F.; as at 1990, the capital value was \$3,000.

CHAPTER FOURTEEN
~ BLOCK HISTORY ~
~ RANGITOTO BLOCK 11 ~

14.1. Rangitoto Block 11:

In 1895, owners of Rangitoto Block 11, with an area of 1665 acres, were confirmed:¹

<u>Table 14.1a.</u>		
<u>Allotment of Interests to Owners of Rangitoto Block 11 (1895)</u>		
<u>Name of Owner</u>	<u>Successor(s) appointed</u>	<u>acreage allocated</u>
Renata te Kawhaki		1091
Ihaka Rei		548
Ariana Wauwau	Ihaka Rei	26

A Native Land Court hearing on 10 March 1902, under Section 34 of the Native Land Claims Adjustment and Laws Amendment Act 1901, saw the inclusion of Pourewa Mokena and Ruta Roera:²

<u>Table 14.1b.</u>	
<u>Allotment of Interests to Owners of Rangitoto Block 11 (1902)</u>	
<u>Name of Owner</u>	<u>acreage allocated</u>
Ihaka Rei	522
Pourewa Mokena	100
Maata Tipene	993
Ruta Roera	50

In January 1906, John Liard Morrison applied to the NLC for a confirmation of a 21 year lease over Ihaka and Pourewa's interests (622 acres).³ Confirmation was granted at a rental of 4d per acre for the first 11 years, and 6d for the remainder of the term. The rental terms were based on values of Block 10 adjoining, as no valuation had been completed of Block 11 before the lease was signed.⁴ Morrison was not granted prospecting rights and was liable to forfeit the lease if rent became in arrears for one month.⁵

A new 21 year lease was affected in September 1907 between Morrison and the other owner: Maata Tipene to receive £180-17-0 in annual rent; Henare Roera £1-16-7; Tauhu Roera £1-17-7, Kiriwee[sic] Roera £1-

¹ Ne M.B.3/249: MA-MLP 1 1896/311; PR 4/169, Land Titles Office, Nelson.

² Wn M.B. 10A/19-20.

³ Application for Confirmation of Alienation, dated 9/1/06, between J.L.Morrison, Petone, and Ihaka Rei and Pourewa Mokena, CH 27015/2/4019.

⁴ Letter dated 20/1/06 from Valuer-General, Wgtn, to Bunny and Pether, Wgtn. Valued on figures of Block X, at an unimproved valued of £1500, CH 27015/2/4019.

⁵ Baldwin III, p.31.

17-7, Kereihi Roera £1-17-7, Kipa Roera £1-17-7 (as unconfirmed successors to Ruta Roera).⁶ The valuation for the block (August 1907) saw the land largely undeveloped with a capital value of £3681, and value of improvements of just £347, being the owners' interest.⁷ Restrictions prohibiting the sale of freehold were lifted in the same month.⁸ The owners were considered 'industrious' and 'well to do', with sufficient other lands for their respective means.

At a NLC hearing on 8 July 1908, the block was subdivided:⁹

1. Rangitoto Block 11A (622 acres - pre-Carkeek):

Ihaka Rei	522 acres
Pourewa Mokena	100 acres

2. Rangitoto Block 11B (1043 acres - pre-Carkeek):

Maata Tipene	993 acres
Ruta Roera	50 acres

The partition did not take into account the redefinition of Carkeek's survey of 1907-09, which saw the addition of 108 acres, increasing the block to 1773 acres (after deduction of the Maori Reserve, Pawakaiwawe). Later partitions saw some discrepancies in acreage but this may be due to survey anomalies, or clerical errors.

14.2. Rangitoto Block 11A:

On 6 March 1908, Ihaka te Rei and Pourewa Mokena transferred their undivided interests for the sum of £643, to Morrison.¹⁰ The purchase price was worked out from a valuation dated August 1907, from which the vendors' interests were valued at a capital value of £1248, with an unimproved value of £643 of owners' interests and £605 of lessee's interests.¹¹ However, the purchase price was increased pro rata when Carkeek's amended survey was taken into account. Thus Ihaka's share increased from £540 (522 acres) to £574-15-0 (for new amended acreage of 611 acres), while Pourewa's share remained the same at £103 as her acreage had only increased from 100 acres to 106a 1r 30p. Both vendors lived at Taranaki and never occupied the land and were deemed to have sufficient lands for their respective needs:¹²

⁶ Otaki M.B. 49/173-174; Application for Confirmation of Alienation, dated 17/9/07, btwn Mata Tipene and J.L.Morrison, CH 27015/2/4019; PR 4/169, Land Titles Office, Nelson.

⁷ Valuation Slip No. 3/89/567 Pt, dated August 1907. Unimproved Value = £3334 (Owner's Interest), CH 27015/2/4019.

⁸ Otaki M.B. 49/174-175.

⁹ Otaki M.B. 49/203.

¹⁰ Wn M.B. 14/320; Application for Confirmation of Alienation, dated 22/1/08, between J.L.Morrison and Ihaka te Rei and Pourewa Mokena, CH 27015/2/4019..

¹¹ Valuation Slip No. 3/89/567 part, dated August 1907 for Part Section 11, CH 27015/2/4019.

¹² For Pourewa's lands, see: Application for a Confirmation Order of Alienation, dated 1907, between J.L.Morrison and Ihaka te Rei: 'Schedule of Lands owned by Ihaka te Rei and Pourewa Mokena; 'Application for a Confirmation Order of Alienation from the NLC', dated 1906, between J.L.Morrison and Pourewa Mokena, CH 27015/2/4019; For payment, see: Letter dated 20/3/12 from Bunny and Ayson, Wgtn, to Chief Judge, NLC, Wgtn. Enclosing receipts, CH 27015/2/4019..

Table 14.2a.
Schedule of Vendors' other lands

<u>Name of Vendor (address/residence)</u>	<u>Land Description</u>	<u>acreage/share(s)</u>
Ihaka Rei [see Chapter 12 (Table 12.1.c)]		
Pourewa Mokena (Manaia ¹³)	Whangarae No. 2C Whangamoa Blk I NZ Tenths Rangitoto No. 8 Oruapuputa Mokakipawa[sic] Takaka Land in Taranaki	26 share in 88

Table 14.2b.
Schedule of Distribution of Purchase Money to Vendors
Sale of Rangitoto Block 11B (1908)

<u>Vendor</u>	<u>Date of Payment</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Ihaka te Rei	[pre 1912]	115	
	6/3/12	459-15-0	574-15-0
Pourewa Mokena	[pre 1912]	15	
	[23?]/3/12	88	103

14.3. Rangitoto Block 11B:

On 6 June 1910, Kereihi Roera applied to the Court, for a lease and sale over her interests in Rangitoto Block 11B (confirmed as sole successor to Ruta Roera).¹⁴ The lease was for 21 years covering around 50 acres at a annual rental of £9-3-4, which Kereihi considered adequate. The lease was signed by Kereihi in July 1909, and leased to James Wall and Henry Lord who were already in occupation. The sale, covering the same area as the lease, was to John Harold Morrison for the sum of £120. Edward Kenny, government valuer, considered that the value of the land had not increased significantly, even though a 'great deal' had been spent on improvements. Past valuations were a reflection of pre-Carkeek surveys and, subsequently did not take into consideration the increased acreage. Kereihi, in giving evidence, stated that she had initially been reluctant to sell her interests and had informed Morrison that a lease was in effect over her interests. Morrison was keen to obtain her interests as well as those of Maata Hekenui's, suggesting that Kereihi could perhaps 'induce' Maata to sell. Although not clearly implicit, in that some of the minutes of the Court hearing are obscured, it appears that Kereihi may have been under the misunderstanding that she would continue receiving rents even though she had signed a deed of transfer. Certainly Kereihi expressed some anxiety over selling. However, Morrison may have offered to procure her interests in exchange for her to continue receiving rents from Wall and Lord thereby inducing Kereihi to sign the deed of transfer. The Court could find no reason not to confirm the lease but stressed to the owner that

¹³ Application for a Confirmation Order of Alienation, dated 1906, CH 27015/2/4019.

¹⁴ Ne M.B. 6/266-268; Ne 56/1-5, B.O.F., MLC, Chch, List of Owners and successors, n.d., for succession to Roera.

further rentals from the lease would go to the purchaser, Morrison. It also saw the purchase price of Kereihi's interests to be adequate in view of the fact that there was a long lease over the land. Confirmation was granted after the Court deemed Kereihi as possessing sufficient other lands for her means, and upon proof of purchase: 15

Table 14.3a.
Schedule of Kereihi Roera's other lands

<u>Land Description</u>	<u>acreage/shares</u>
Muhunua No. 3A No. 2	(£25/acre) 50
Muhunua No. 3A No. 1E	27a-1r-1p
Muhunua No. 3A No. 1D	56a-1r-14p
Muhunua No. 3A No. 1E No. 2	6
Muhunua No. 3A No.1E No. 1 Sub12	18a-0r-38p
Muhunua No. 3A1E1 Sub 7	10a-2r-0p
Muhunua No. 3A1E1 Sub 2	34a-0r-17p
Ngatitamaka Blk (Auckland)	220 (worth £6/acre)
Kaingaraki (Otaki)	28 (worth £20/acre)
South Island Tenths	

However, the case was brought back before the courts on 7 August 1912, for lack of payment which had been held up because of a typographical error on the original transfer deed.¹⁶ A new document was issued and duly signed by Kereihi, and payment of £120-6-3 (6/- 3d more than the price mentioned in the June 1910 hearing, probably as a result of Carkeek's survey increasing her share), being the purchase price to Kereihi was issued (no receipts for payment were located).¹⁷ By mutual consent, the block was then partitioned:¹⁸

1. Rangitoto Block 11B Sec 1 (53a 0r 35p) - Kereihi's entitlement, to be cut off in the north of the block, to be given to John Harold Morrison [European Land].
2. Rangitoto Block 11B Sec 2 (1056a 3r 34p) - residue to go to Mata Tipene, which included her homestead.

14.4. Rangitoto Block 11B2:

On 23 September 1912, a hearing of the NLC sought confirmation for the sale of Maata Tipene's interests to Doris Lord (wife of Henry James Whitehead Lord, D'Urville Island, Sheepfarmer).¹⁹ The Court decided that the figure of £3640-10-0, or £3-11-0 per acre, was considered adequate against a valuation dated 1908, providing a figure of £2-4-0 per acre. The Court minutes suggest an acreage of 1011 1/4 acres as opposed to 1056. This may be an error of figures or amended survey. Mr Ayson, appearing for purchaser, stated that £500 had already been forwarded to the vendor. There were reservations regarding concern at the sale of such a large piece of land, and the fact that Maata's husband was procuring land at Shannon at a cost of £6700-0-0 with

¹⁵ Folio entitled 'List of other lands owned by Kereihi Roera', n.d., CH 27015/2/4019.

¹⁶ Otaki M.B. 52/213.

¹⁷ Receipt dated 7/8/12, from Kereihi Roera acknowledging payment, CH 27015/2/4019.

¹⁸ Ne M.B. 6/268.

¹⁹ Ne M.B. 7/97-98; Application of Confirmation of Alienation, dated 30/8/12, between Maata Tipene and Doris Lord, CH 27015/2/4019.

a mortgage of £3000-0-0. But the Court decided to confirmed alienation when it felt Mata had ample other lands for her needs [see Chapter 5 (Table 5.1d)], and upon payment of the balance of purchase money to be paid by 31 October 1912:²⁰

<u>Table 14.4a.</u> <u>Schedule of Distribution of Purchase Money to Maata Tipene</u> <u>Sale of Rangitoto Block 11B2 (1912)</u>			
<u>Payment</u>	<u>Date</u>	<u>Amount Paid (£)</u>	<u>Total (£)</u>
Part Payment	29/8/12	500	
Balance paid	12/10/12	3140	3640

²⁰ Letter dated 14/10/12, from Bunny and Ayson, Wgtn, to Reg., NLC, Wgtn. Enclosing two receipts for payment to Maata Tipene, CH 27015/2/4019.

CHAPTER FIFTHTEEN
~ BLOCK HISTORY ~
~ RANGITOTO ISLETS ~

15.1. Rangitoto Islets:

At the same Native Land Court hearing of July 1895, that allocated owners to the various blocks on D'Urville Island, the Court decided, with the owners' approval, that the islets surrounding D'Urville would be designated to the 'survivors and successors' of the original 79 owners.¹ The recipient of 80 acres in D'Urville Island would get one acre in the islets, with the islets would be allocated to respective family groups:²

Table 15.1a

List of Islands/Islets/Rocks to be Allocated to Owners (1895)

<u>D'Urville Islet</u>	<u>acreage</u>
Whakaterepapanui	150
Rangitoto Islands	95
Puangiangi	220
Tinui (Tinui Moutere)	60
Kurupongi (Trio Islands)	60
Moutiti (Victory Island)	
Hautai	
Punaatawhake[sic]	
(Puna-a-tawheke/Pu-otewheke/Scuffle Rock)	
Araiawa	
Rahonui	
Taporarere (Chicots)	
Te Horo	
Anatakapu (Rabbit Island)	
Te Kurukuru	
Kaitaore (Nelson's Monument)	

In September 1927, Mokau Kawharu sought partition of the islands.³ Separate lists were submitted to the NLC for the four larger island groups (the Trios to be allotted to those who could not fit into the following three: Tinui, Puangiangi and Whakaterepapanui). The remainder of the islets were divided into two separate groups in the names of all the owners:

¹ Ne M.B. 3/250; Deed 52, Land Titles Office, Nelson

² Ne M.B. 7/178-180; Folio 23, entitled 'Minutes' of meeting dated 14/4/26, MA Acc W2218 (Box 18). Whakaterepapanui was to go to Mokau's 'people', Tinui to the Rene's, Puangiangi to the Hippolites, etc.

³ Ne M.B. 9/100, 102-104, Mokau considered the smaller Islets nothing more than fishing banks; Folio entitled 'Search', n.d., MA 1 21/5/30, Trio Islands Purchase, 1949-57.

1. Tinui:

Table 15.1b.

Allotment of Interests to Owners of Tinui Island (1927)

<u>Name of Owner</u>	<u>share allocated</u>
Charlotte Maaka	1 1/4
Douglas Maaka	1 1/4
Emere Maaka	1 1/4
Hekura Paoara MacDonald	1 1/4
Hoera te Ruruku	11
Huihana Maaka	1 1/4
Te Iringa Horomona	2 3/4
Kuti Ruruku	11 1/12
Matiu Ruruku	11 5/6
Matoi Wi Neera	2 3/4
Mere Maaka	1 1/4
Pekahou Pehi Parata	2 3/4
Pekahou Takuna	1 1/4
Pirihira Ruruku	9 1/12
Ruru te Ouenuku	32
Ruru Rene	11
Rene te Ouenuku	32
Teo Rene	11
Tame Hukaroa	5
Tiripa Tawhe te Ruruku	34
Turi Hoera te Ruruku	16 3/4
Wetekia Hoera te Ruruku	16 3/4

2. Puangiangi:

Table 15.1c.

Allotment of Interests to Owners of Puangiangi Islands (1927)

<u>Name of Owner</u>	<u>share allocated</u>
Ani Hamuera	1 1/2
Arihia Rei	1/4
Te Hahi Kawharu	8
Haimona te Patete	18
Haromi Kiharoa	7 1/4
Te Hawea Te Ahu	3/4
Hiamoe Hamuera	1 1/2
Hira Pene	3/4
Huria Tekateka	7 1/4
Ihaka Tekateka	3 1/4
Kata Kawharu	8
Ihaka Rei	7 3/4
Mokemoke Te Ahu	3/4
Patara Pene	3/4
Te Rangitekaroro Rei	1/4
Tara Wirihana	15 1/2
Tarawere Hare Katene	3/4
Teoti Tekateka	7 1/4
Tiemi Haromi	7 1/4
Wharehuia Rei	1/4



3. Whakaterepapanui - to go to:

Table 15.1d.

Allotment of Interests to Owners of Whakaterepapanui (1927)

<u>Name of Owner</u>	<u>share allocated</u>
Te Ahu Pakake	5 1/4
Bella Katene	1 5/18
Hare Wi Katene	1 5/18
Hori Kerei Katene	1/18
Te Hora Kautewi	3 1/4
Horomona Parata	1/18
Te Horo Hawea	1/2
Hemaima Pakake/Hiporaiti	5 1/4
Henare Hiporaiti	2
Hoani Hiporaiti	2
Karo Wauwau	2 7/8
Maaka Hipirini	1/18
Maata Tepene	30 1/4
Te Mahia Tiaki Hawea	1/18
Maraea Pakake/Hiporaiti	5 1/4
Mere Pakake/Hiporaiti	5 1/4
Mereopa Te Raika Tahitangata	1/18
Metapere Ropata	1/18
Mita Karaka Ngatipare	1/2
Ngapera Parata	1/18
Ngauru Parata	1/18
Ngiha Wi Katene	1 5/18
Peehi Parata	1/18
Peita Renata	7 1/2
Perereka (Fred) Katene	1 5/18
Piahana Te Aooterangi	1
Rangiaukaha Kawharu	15 1/4
Rangiira Wi Katene	1 5/18
Rawiri Puaha	1/2
Riria Rapana	7
Ruia Katene	1 5/18
Ruta Kipihana	5/18
Taare Pakake/Hiporaitit	5 1/4
Taku Wi Katene	1 5/18
Takawai Kautewi	1/4
Tamati Waiti	1/20
Utauta Parata	1/18
Wara Katene	1 2/9
Te Wharepuhi Mita	1/2
Winara Parata	10 1/4
Wiremu Omire Pakake	10 1/4

4. Kurupongi (Trios) - consisting of three islands (the largest being about 60 acres, the second, 10 acres, the third, seven acres):

Table 15.1e.Allotment of Interests to Owners of Kurupongi (1927)

<u>Name of Owner</u>	<u>share allocated</u>
Amiria Mahikai	1 1/2
Ataiorewa Winiata Mauriri	1/4
Hariata Reweti	5/8
Hohaia te Kotua	1/20
Hohapata Kahupuku	3
Hou Ngariri Horomona	1/40
Te Kakakura te Aoterangi	1/2
Kuiti Matiu	2 1/3
Maaka Hohapata	1 1/4
Maata Paero	1/20
Makanga Inia	1/60
Makere Inia	1/60
Marara Horomona	1/8
Marore Horomona	1/40
Matchuirua Horomona	1/40
Matiu Matiu	6 5/6
Mohi Winiata Mauriri	1/4
Mokau Kawharu	15 1/4
Oriwia Horomona	1/40
Paranihia Horomona	1/40
Pirihira Matiu	2 1/3
Pita Hohapata	3 3/4
Te Pohe Hohapata	1 1/4
Rongopai Reweti	5/8
Tainui Awhiro Mauriri	1/4
Toenga Inia	1/60
Turi Ruruku	3 1/2
Wetekia Ruruku	3 1/2
Whakarau Kotua	1 /20

5. Other Islets, - to go to all the owners (or successors) in the original D'Urville Island title:Table 15.1f.List of Islets to go to all the Owners of D'Urville Island (1927)

<u>Islet</u>	<u>Area (hec)</u>
Motuiti	11.2
Hautai	3.1
Puna-a-tawheke (Scuffle Island)	0.4
Araiawa	0.1
Rahuinui	0.2
Tapararere	0.1
Te Horo	bare rock
Anatakapu	0.2
Te Kurukuru	0.5
Kaitaore	0.8

6. Remaining rocks and Islets - to go to all the owners (or successors) in the original title:

Table 15.1g.

List of Remaining Islets/Rocks to go to all the Owners of D'Urville Island (1927)

<u>Remaining Rocks and Islets</u>	<u>Area (hec)</u>
Hahi Island	0.450
Tiripa Island	0.390
Tamaturi Island	0.260
One Tree Island	0.450
Karoro Island	0.130
Kuku Rocks	0.320
Penguin Island	0.5680
Jag Rocks (Nga Kiore)	1.7610
Takawhero Island	1.6260
Mokau Island	0.1420
Sugar Loaf Island	0.2840
Hapuka Rocks	0.4290
Rakaukura Rocks	0.1225
Ngahuka Island	0.2320
Tower Rocks	0.3290
Saddle Rocks	0.8450
Pani Rocks	0.3100
Kereopa Rocks	0.1420
Te Waka-a-Pani	1.1350
Nga Tamahineapani	0.3420
Te Mokaiaapani	0.2580
Tetoki Rocks	0.2260
Rakiura Rocks	0.2840
Fleet Rocks	2.5500
Seagull Island	0.4320
Squadron Rock	0.4320
Huuna Rocks	0.650
May Island	0.1610
Pakirikiri Rock	0.515
Hardy Rock	0.2200
Tarapunga Island	0.5030
Ngaropu Rocks	1.1230
Waihaere Island	2.8700
Ngamahanga Islands	0.4000
Maahi Rocks	0.2520
Tuna Rocks	0.1550
Taunahaika Island	0.2580
Hapuka Island	1.4100
Tawhi Island	0.9200
Cone Island	0.6400
Paddock Rocks	3.1000

15.2 Tinui Island:

In 1886, Te Ahu Pakake, who had come down with his family from Paengaroa, Raglan, was occupying Tinui running sheep. Three years later Pakake moved to Okiwi and Hoera Ruruku, upon leasing his interests in

Rangitoto Block 3, took over the occupation of the island.⁴ Hoera's parents had lived on the island prior to the Pakake family. The island was used by the iwi for collecting fernroot, wood, and for cultivations, while the families residing on the island supported themselves by fishing and livestock farming, predominantly sheep.⁵ In 1926, the island was worth £340 (unimproved value, £255).⁶ The island had improvements consisting of 150 acres cleared worth around £2-10-0 an acre to clear and grass, a house worth £50, and yards and dips worth £20.⁷ Hoera leased the island from all the owners, although there was some objection as to Hoera's occupation because he had supposedly not been paying rent. Survey Liens of £7-15-3, plus interest at 5% were still owing in 1928, but no details were located as to when these were settled.⁸ Estimated at between \$1 to \$3 million, the island, as at 1995, is divided into 220 shares, of this the Rene family holds 86 shares comprising 39% of holdings.⁹

15.3. Puangiangi Island:

In the late 1880s, Hoera te Ruruku was running sheep on Punagiangi but seemed to have moved, sometime in the early 1890s, to the French Pass area.¹⁰ Fuller and McCormick (although not stated, they were most likely to be farmers), appeared to have taken over leasing, possibly on an informal basis [see below]. Survey Liens of £3-7-1, plus interest at 5%, owing in 1928, were paid in full in March 1929.¹¹

In 1927, R.J.W. Turner and Te Hahi Kawharu applied to summon a meeting of owners (under Part XVIII of the Native Land Act, 1909), for a recommendation that Turner be allowed to procure the island at a price equal to 5% above the 1926 government valuation (capital value and unimproved value of £100 for the island), or to lease at £10 per annum.¹² Around the same time, P.D. Hope had signed an informal lease with owners who were residing at Okoha, for one year with a right to a 21 year lease or purchase, and had moved stock to the island.¹³ This was resented and resisted by Turner who had been in occupation since 1920 on an informal lease for £10 per annum, after taking over from Fuller and McCormick. The South Island District Maori Land Board was unsympathetic to both parties, emphasising that no legal tenure was allowed on the

⁴ *AJHR*, 1887 H-15, p.32, Annual Sheep Return shows for the year ending May 1886, that Hoera was running 51 sheep, but had no sheep before this date; Ne M.B. 7/58-61, 69-71, 74. A Court investigation, in 1911, of the island, the Pakake family urged for the island and others to be vested to them as they had not received the obligatory 548 acres that each of the other original owners had been allocated. The 1895 Court decision had been based on the belief that if there was not enough land on D'Urville Island then the shortfall would be made up from the adjacent islets. The Pakake family had been given smaller shares of D'Urville than other owners, although there was a suggestion that they were not 'well entitled' to inclusion because the Pakakes had come down from Paengaroa, Raglan. The Court decided that as an order had been made in 1895 designating the islets to the 79 owners, then Pakake's case was dismissed; *AJHR*, 1891 H-15A p.54, shows Annual Sheep Return with 52 sheep run on the island, and no sheep prior to this date.

⁵ Paper entitled, 'Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture', 25 June 1995, p.2, Ngati Koata Trust.

⁶ Memo dated 18/11/26, from Valuer-General, Valuation Dept., Wgtn, to U.S., IA, Wgtn, IA 1 52/182 (Part 1), Wildlife Act, Sanctuaries, Trio Islands, 1913-62, NA, Wgtn.

⁷ Ne M.B. 7/58-61, 69-71, 168-169.

⁸ Ne M.B. 9/145; Form entitled 'Native Land Act, 1909', dated 12/4/28, regarding Tinui, L&S 20/2 (Part 2).

⁹ Paper entitled 'A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture - A Review' [no specified author] - [p.1 & 2], Ngati Koata Trust.

¹⁰ *AJHR*, 1887 H-15 p.32, the Annual Sheep Return shows Ruruku sheep farming with 45 sheep, but in the 1894 return he had moved his sheep farming operation to the French Pass.

¹¹ Ne M.B. 9/145; Form entitled 'Native Land Act, 1909', dated 12/4/28, regarding Puangiangi; Form entitled 'Notice of Release of Lien', dated 4/3/29, regarding Puangiangi, L&S 20/2 (Part 2).

¹² Folio 1, entitled 'Application to summon Meeting of Owners under Part XVIII of the Native Land Act, 1909', dated 29/3/27 (see also Folio 2 & 3 for lease details), MA Acc W2218, 102, Puangiangi Island, NA, Wgtn, - Folio entitled 'South Island District Maori Land Board', n.d., CH 27015/2/727, Puangiangi Island, NA, Chch; Memo dated 18/11/26, from Valuer-General, Valuation Dept., Wgtn, to U.S., IA, Wgtn, IA 1 52/182 (Part 1).

¹³ Folio 10, Letter dated 16/5/27, from R.J.W. Turner, to Fordham, Reg., NLC, Wgtn; Turner produces a letter dated 2/4/27 from Judge Gilfedder, MA Acc W2218, 102.

island unless executed by the Board on behalf of all the owners.¹⁴ In response, Hope also decided to apply to procure the island.¹⁵ A meeting was subsequently held at Picton on 6 September 1928, although most of the owners were noted as residing at Manaia, Taranaki.¹⁶ Three owners turned up:

Tara Wirihana
Teoti Tekateka
Tiemi Haromi

Proxy forms in support of resolution to sell, were received from:

Te Hahi Ngamuka
Kata Wirihana
Tame Patete

Hope's offer of £125 was considered too low; Turner's offer of £175, with cheque in hand, was passed over in favour of a new offer from J.A. Elkington, of £195. Acceptance of Elkington's offer was moved by Tiemi Haromi, seconded by Tekateka, and carried unanimously. Elkington was allowed two months for payment. As the purchase price was over 100% above government valuation, it was decided by the Chair of the Meeting that the Board Commission was to be paid by the owners, with Elkington to reimburse travelling expenses (to the sum of £5) of the three attendees.

However, Elkington was unable to find finance and had to withdraw his offer.¹⁷ The Board was still holding Turner's cheque and although Hope was prepared to raise his offer to £185, Turner, in turn, increased his offer to that figure.¹⁸ A further meeting of owners was held at Wellington on 19 January 1929, although no details of attendees or proxies was sighted.¹⁹ Turner's offer was confirmed at £185. No details of when and how purchase was made, but all survey liens and associated costs had been met.²⁰ The island became European land.

15.4. Whakaterepapanui Island:

Haimona Patete first began to run sheep on Whakaterepapanui from 1886 until 1891.²¹ From the turn of the century, Te Ahu and Taare Pakake occupied the island, also farming sheep.²² Te Ahu later leased the island to a Mr Stewart for £8 per annum (no date of lease was given) and later assigned to Fuller and McCormick. Te Ahu had obtained around £160 in rents which he failed to distribute.²³

An application to summon a meeting of owners under Part XVIII of the Native Land Act, 1909, to

¹⁴ Folio 11, Letter dated 23/5/27, from Reg., to Turner, MA Acc W2218, 102; Section 358 of the Native Land Act, 1909 conferred powers on Maori Land Boards to be exercised by the NLC in respect of land in the South Island.

¹⁵ Folio 35, letter dated 2/5/28, from Turner to Reg., MA Acc W2218, 102.

¹⁶ Folio 36-39, Proxy Forms from Tara Wirihana, Te Hahi Ngamuka, Kata Wirihana and Tame Patete; Folio 47, entitled 'Minutes', dated 6/9/28, MA Acc W2218, 102.

¹⁷ Folio 57, letter dated 13/11/28, from Reg., to Gilfedder, NLC, Kaiapoi; Folio 64, letter dated 19/12/28, from Peter MacDonald, to Gilfedder, MA Acc W2218, 102.

¹⁸ Folio 64, letter dated 19/12/28, from Peter MacDonald, to Gilfedder; File Note, dated 17/12/28, to Judge Gilfedder, from Fordham; Letter dated 17/1/29, from Turner to President of NLC, Wgtn, MA Acc W2218, 102.

¹⁹ Folio entitled 'Confirmation of a Resolution passed by Assembled Owners', dated 19/1/29, from a MLB meeting held at Wgtn, MA Acc W2218, 102.

²⁰ Memo dated 28/2/29, from Reg., to Inland Revenue, Nelson; Memo dated 5/3/29, from Reg., to D.L.R., Nelson, MA Acc W2218, 102.

²¹ *AJHR*, 1887, H-15, p.32, shows he began to run sheep on Island; *AJHR*, 1892 H-30 p.59, shows he had sheep until the year 1892.

²² Ne M.B. 7/70, 9/102.

²³ Ne M.B. 9/102.

lease the island for 21 years to Fuller and McCormick for £10 per annum, was made in 1925.²⁴ The meeting was held in Wellington on the 14 April 1926, the nearest destination for the majority of owners.²⁵ Those owners present were:²⁶

Mokau Kawharu
 Ngapera Parata
 Rene te Ouenuku
 Perereka Katene, who held three proxies

Proxy forms were received from owners, all in favour of the resolution:

Kuti Ruruku
 Rawiri Puaha
 Ngapera Kawharu
 Matiu Ruruku
 Makere Inia
 Karoraina Wi Katene
 Hare Katene
 Taku Katene
 Matiu Teieti

The Chair explained the proposed alienation of the lease. Mokau, Ngapera and Ouenuku objected to the lease on the grounds that some of the owners themselves desired to take the lease and were prepared to pay a higher rental. The island could carry over 300 sheep producing six bales of wool, of which a 100 sheep would be sold yearly for around £100. The owners felt that Fuller and McCormick were already farming up to 5000 sheep on D'Urville and that they, the owners, would greatly benefit from sheep farming their own land. The chairman advised that the proposal for the lease to be granted to the owners could not be entertained as it had not been advertised in the usual way. Mokau added that Fuller and McCormick were given notice to remove their stock from the island but this had been ignored (they had also ignored a similar notice given by Te Ahu Pakake). Fuller and McCormick had been paying rental on a yearly basis to Joe Hippolite (Te Ahu Pakake), who they mistook as being the 'head' of the owners. Ending his submission, Mokau stated that as Turner was paying £15 per annum for Puangiangi containing only 95 acres, then the rental for Whakaterepapanui should be substantially more. Perereka Katene spoke from a 'business rather than a sentimental' point of view, and considered that the lease should go to the highest bidder. Kawharu put forward the motion that the proposal for lease be looked at after the partitioning of D'Urville Islets had been completed [see 15.1. above]. This was seconded by Ouenuku and passed unanimously.

In June 1927, however, the Registrar of the NLC, was advised that the Pakake family had informally leased the island to an European for £15 per annum.²⁷ The Registrar warned against such illegal leasing and reaffirmed that no European had any legal right to occupy the D'Urville islets. Hari Wi Katene requested, and received, an amendment to the proposal for leasing: that Whakaterepapanui be sold to Fuller and McCormick for a sum not less than £175, or, alternatively, that a lease be arranged for a rental not less than £10 per annum.²⁸

²⁴ Folio 3, entitled 'Application to summon Meeting of Owners under Part XVIII of the Native Land Act, 1909, dated 11/12/25, MA Acc W2218 (Box 18).

²⁵ Folio 9, draft copy of *Kahiti* Notice dated 4/3/26, regarding meeting to be held on 14/4/26, MA Acc W2218 (Box 18).

²⁶ Folio 11-19, Proxy Forms; Folio 23, entitled 'Minutes' of meeting dated 14/4/26, MA Acc W2218 (Box 18).

²⁷ Folio 31, letter dated 28/3/27, from Reg., NLC, Wgtn, to James Fuller, Picton; Folio 34, letter dated 14/6/27, from Reg., NLC, Wgtn, to Peter MacDonald, Endeavour Inlet, MA Acc W2218 (Box 18).

²⁸ Folio 38, letter dated 21/6/27, from Hari Wi Katene to Reg., NLC, Wgtn, MA Acc W2218 (Box 18).

The government valuation dated November 1926, confirmed the capital value (and the unimproved value) of the land at £175.²⁹ The next meeting to consider the above proposal was held at Wellington on 12 August 1927.

Those present were:

Te Ahu Pakake

Hari Wi Katene

Hari Wi Katene, as Trustee for Wara K. [Katene?]

Rawiri Puaha

Proxies received, all in favour of the resolution to either sell or lease (Hari Katene to attend meeting on their behalf):

Mita Karaka

Rangiira Katene

Wauta Parata

Isabel Katene

Hahi Ngamuka

All those present were willing to sell the island to Fuller and McCormick. Te Ahu Pakake wanted £450, but Rawiri said he was agreeable to sell at £200, seconded by Hari Katene. The resolution to sell was subsequently carried by all except Te Ahu who later signed a memorial of dissent. He wished to have his interest partitioned as allowed under Section 100 of the Native Land Amendment Act, 1913.³⁰ Judge Gilfedder (President of the South Island District Maori Land Board) stated that it was scarcely worthwhile partitioning such a small area, but consented to speak to the other owners to discuss whether they concurred with Te Ahu. This discussion never eventuated and Peter MacDonald, local Native Land Agent, had no success eliciting a reply from Te Ahu to withdraw his dissension.³¹ As a result, Gilfedder intended to proceed with confirming the resolution to sell under Section 348 of the Native Land Act, 1909, again, emphasising the 'impossibility' and 'impracticability' to partition Te Ahu's interest, "Such would be of no use to him".³² The cost of the partition order of the island was to be met out of the purchase money. Payment of £200 was received in August 1927.³³ Survey Liens owing were £5-5-11 plus interest at 5%, and were paid by the Fuller Brothers in April 1928, although the Registrar of the NLC, Wellington, stated that they should be reimbursed as the native owners and not the Fuller Brothers were liable.³⁴ It appears from the MLC Minutes (Ne M.B.9/145) that the Fuller Bros were refunded the survey liens and a Charging Order made against the island.

In April, 1977, Leov, the new owner of Whakaterepapanui, offered to sell the island to the Crown for

²⁹ Memo dated 18/11/26, from Valuer-General, Valuation Dept., Wgtn, to U.S., IA, Wgtn, IA 1 52/182 (Part 1).

³⁰ Folio 61, letter dated 17/8/27, from Peter MacDonald, to Reg., NLC, Wgtn; Folio 62, letter dated 22/8/27, from Reg., to MacDonald; Folio 65, File Note dated 8/27, MA Acc W2218 (Box 18).

³¹ Folio 66, File Note, dated 9/27, MA Acc W2218 (Box 18); for Peter MacDonald, see Tuiti Makitanara, by Anthony Patete, *DNZB* unpublished essay for Vol IV.

³² Folio 66, File Note, dated 9/27; Folio 67, confirmation of resolution; Folio 68, File Note, dated 14/10/27; Section 348, allows for the Board to consider the resolution in regards to the Public and Native Owners respective interests, MA Acc W2218 (Box 18).

³³ Folio 84, letter dated 1/12/27, from Reg., to Fuller; Folio 85, Memo dated 28/4/28, from Reg., to Inland Revenue, Nelson; Folio 86, memo dated 9/5/28, from Reg., to D.L.R., Nelson; Folio 89, letter dated 4/5/28, from C.S., Nelson, to Reg, S.I.D.N.L.C., Wgtn; Folio 92, File Note, n.d., regarding payment to Board of £200, MA Acc W2218 (Box 18).

³⁴ Ne M.B. 9/145; Form entitled 'Native Land Act, 1909', dated 12/4/28, regarding Whakaterepapanui, L&S 20/2 (Part 2); Memo dated 12/4/28, from C.S, Nelson, to Messrs Fuller Bros, Picton; Form entitled 'Notice of Release of Lien', dated 4/5/28, regarding Whakaterepapanui; Memo dated 14/5/28, from Reg., NLC, Wgtn, to C.S., Nelson, L&S 20/2 (Part 2).

\$5,000.³⁵ The Crown considered this a reasonable price considering the capital value was \$250 less. The island had been grazed in the past but this was discontinued and now reverting to light bush. The Crown considered that the island had potential and possibilities in 'comparison' to the other two Rangitoto Islands (Tinui and Puangiangi), "... it would seem a step in the right direction to acquire it for reservation. The other two islands have more recreational potential, acquisition of these should receive priority if and when they become available."³⁶ With agreement from Leov, the island was purchased in December for \$5,000 and declared a Recreation Reserve in 1985.³⁷

15.5. Kurupongi (Trios Islands):

The Trios were of significant importance to local Maori as a food source for mutton birds (Titi) and growing potatoes. The Government in turn saw the importance of the islands for the preservation of the tuatara and a colony of rare King Shag. Steps for the protection of these islands were initiated in 1913, when Skinner, Commissioner of Crown Lands, Blenheim, first advised the Government that the islands should be declared a sanctuary for the tuatara and requested arrangements be made for the islands acquisition.³⁸ The proposal for preservation was also mooted by R.S. Wilson, Lighthouse Keeper, of Takapourewa, who in 1914, submitted a report outlying details on tuatara numbers and habitat and noted that Maori were not adverse to killing the lizards.³⁹ In response, Sir Francis Bell, Minister of Internal Affairs, was keen to procure the islands from the owners for a tuatara sanctuary and to make payment for the rights that the owners 'legitimately' had to take mutton birds.⁴⁰ Owing to the difficulties of purchasing the islands from a multiplicity of owners it was considered that acquisition could best be accomplished by means of legislation on similar lines to the Act that dealt with the preservation of Kapiti Island as a bird sanctuary, that is, to acquire the Trios as a Public Reserve.⁴¹ The Native Minister raised no objections to legislation and, as a consequent, the 'Trio Islands Public Reserves' Bill was prepared for presentation for the 1915 Parliament session. It was seen as a measure to acquire the islands and to provide compensation either through negotiations or, failing this, through provisions of the Public Works Act, 1908. There was no allowance or provision made for customary mutton-bird harvesting rights.⁴² However, because of the onset of World War I, the Bill's introduction was delayed.

In July 1918, the Director of the Dominion Museum reviewed the question of acquisition in light of a recent burn off on the largest island by some of the owners (resulting in the destruction of tuatara habitat). The Director strongly urged the acquisition of the islands as a scenic reserve and a sanctuary for tuatara.⁴³ Three reasons were advanced by Europeans as to the cause of the burn-offs, although no other evidence supports these claims:

³⁵ Letter dated 29/4/77, from CCL, Nelson, to C.F. Leov, Havelock; Submission to H.O. Cmmttee - Reserves, Acquisition of Land for Reserve', dated 21/9/77, L&S 13/25/1 (Vol 1), Offers of Land for Scenic Reserve, D.O.C., Nelson.

³⁶ Memo dated 20/6/77, from Senior Ranger, Reserves, Nelson, to CCL, Nelson, L&S 13/25/1 (Vol 1).

³⁷ File Note, dated 8/12/77, from Reserves, L&S 13/25/1 (Vol 1; *NZ Gazette*, No. 24, 14 February 1985, page 534.

³⁸ Memo dated 1/7/13, from U.S., IA, to U.S., ND, MA 1 1913/2774, Trio Islands, NA, Wgtn; Memo dated 19/9/51 from S.F.O., Wildlife Branch, to Senior Field Supervisor, IA 1 52/182 (Part 1); Memo dated 3/7/13, from U.S., IA, to U.S., ND, MA 1 1913/2774.

³⁹ Copy of report, dated 31/3/14, from R.S. Wilson, Lighthouse keeper, Stephen's Island, to U.S., IA, Wgtn, IA 1 52/182 (Part 1).

⁴⁰ Memo dated 19/5/14, from Hislop, U.S. IA, Wgtn, to Min. of IA; Memo dated 26/5/14, from Hislop, U.S., IA, Wgtn, to U.S., ND; Memo dated 10/11/25, from U.S., to Valuer-General, IA 1 52/182 (Part 1).

⁴¹ Memo dated 24/6/27, from IA, to U.S., enclosing a précis of attempts to procure Island, IA 1 52/182 (Part 1).

⁴² Memo undated [1915], from IA, Wgtn, to Min. of IA (copy of Bill enclosed); Memo dated 24/6/27, from IA, to U.S., enclosing a précis of attempts to procure Island, IA 1 52/182 (Part 1); Usually compensation was granted upon the basis of a government valuation with some allowance for the land being taken compulsorily.

⁴³ Memo dated 11/7/18, from Director, Dominion Museum, Wgtn, to U.S., IA, Wgtn, IA 1 52/182 (Part 1).

a) It was done in order to kill off the Tuatara, of which the Maori's[sic] are afraid [believing them to be evil]

b) It was done by one party of Maori's[sic] to spite another party and spoil the mutton-birding

c) It was done by a party of young Maori's[sic] including some who had recently come from Nelson College, and were well educated, in order to show their contempt for Europeans

The Director believed that the owners were unfit for 'possession of any island on which the tuatara still lives'. This view was also supported by the Lands Department which suggested acquisition by proclamation using the provisions of the Animal Protection Amendment Act, 1914, to allow the island to be acquired under the Public Works Act as a sanctuary. This required a proper plan delineating the area proposed to be taken. In the case of the Trios, this was perceived to cost around £150 which was remarked as not too excessive to pay for permanent reservation.⁴⁴ However, for reasons not stipulated, the Minister of Internal Affairs decided that no further action should be taken.⁴⁵

In March 1925, the Under-Secretary of Internal Affairs re-opened the matter and received support from the Director of the Dominion Museum for declaring the islands a sanctuary.⁴⁶ The Director believed that it would be necessary to ban Maori from harvesting mutton-birds as there were not enough birds to sustain a harvest, although he knew of no Maori actually harvesting the birds on the islands. He also anticipated that there would have to be some sort of caretaker on the island.⁴⁷ The Secretary of the Marine Department intimated that the few Maori who did visit the Trios, mainly from Tinui, would probably be glad to receive payment for the islands in lieu of losing their landing and harvesting rights. The difficulty of procuring the islands from the multitude of owners was considered and legislation providing for compensation was again mooted.⁴⁸ Valuer Mowatt considered that the value of the islands was £50, with only the larger island carrying any significant vegetation and, beyond the production of mutton birds, there was no commercial value in the land whatsoever.⁴⁹ The Crown was still apprehensive about the possibility of further fires being started on the islands by the owners and, in 1927, there were calls for the tuatara to be removed.⁵⁰ However, Mokau Kawharu objected to any removal of the lizards and intimated that he would not sell the islands for less than £1 per acre, although he was interested in procuring the island himself.⁵¹ The Crown, however, saw little point in acquiring the islands unless it was prepared to appoint a special Caretaker but, as there were little available funds, no further action occurred.⁵² Survey Liens of £2-2-4, plus interest at 5%, were still owing in 1928, but no details were located as to if payment was made.⁵³

No further recommendations were received for acquiring these islands until early 1949, when L.C.Bell,

⁴⁴ Memo dated 15/5/18, from Hislop, U.S., to U.S. for Lands; Memo dated 9/9/18, from U.S., L&S, Wgtn, to U.S., IA; Memo dated 14/9/18, from Director, Dominion Museum, to U.S., Wgtn, IA 1 52/182 (Part 1); Memo dated 8/8/18, from U.S., L&S, Wgtn, to CCL, Nelson, RES 792, Reserves, Trio Islands Wildlife Sanctuary, D.O.C., Nelson.

⁴⁵ Memo dated 16/9/18 from IA, to Minister of IA, IA 1 52/182 (Part 1).

⁴⁶ Memo dated 12/3/25, from IA, Wgtn, to Mr Newton; Memo dated 17/3/25, from Director, Dominion Museum, Wgtn, to U.S., IA, IA 1 52/182 (Part 1).

⁴⁷ Memo dated 17/3/25, from Director, Dominion Museum, Wgtn, to U.S., IA; Memo dated 17/4/25, from Sec. of Marine Dept., Wgtn, to U.S., IA; Memo dated 10/11/25, from U.S., to Valuer-General, IA 1 52/182 (Part 1).

⁴⁸ Memo dated 15/5/18, from Hislop, U.S., to U.S. for Lands; Memo dated 22/10/25, from U.S., ND, to U.S., IA, IA 1 52/182 (Part 1).

⁴⁹ Memo dated 10/12/25, from Valuer-General, Valuation Dept., to U.S., IA, Wgtn; Folio entitled 'Trio Islands - Proposed Acquisition as a Sanctuary', n.d. (6 pages), IA 1 52/182 (Part 1).

⁵⁰ Memo dated 11/11/26, from Newton, U.S., to Director, Dominion Museum, IA 1 52/182 (Part 1).

⁵¹ Letter dated 26/3/27, from Turner, to U.S., IA, IA 1 52/182 (Part 1).

⁵² Memo dated 24/6/27, from IA, to U.S.; Memo dated 12/8/27, from Hislop, to U.S., ND, Wgtn, IA 1 52/182 (Part 1).

⁵³ Ne M.B. 9/145; Form entitled 'Native Land Act, 1909', dated 12/4/28, regarding Kurupongi, L&S 20/2 (Part 2).

Field Officer of the Wildlife Branch, reported on a recent visit to the islands and recommended that the islands be acquired for a tuatara sanctuary, adding that John Kawharu 'preserved' the island and used it only for mutton-birding.⁵⁴ In the same year, the Committee on Rare Birds Advisory to Internal Affairs passed a resolution recommending that the islands be acquired by the Crown.⁵⁵ This proposal was in line with a resolution of the Seventh Pacific Science Congress, which recommended reservation of rare or threatened areas harbouring unique flora and fauna in the Pacific region. Past attempts of acquisition had been hindered by the need for a caretaker, although it was now felt that the institution of 'honorary rangers' could redress this problem. It was suggested that a meeting of assembled owners be arranged to ascertain their feelings towards selling the islands to the Crown. The District Valuer of Nelson, had assessed the island's worth at £30. The Crown did not know what the islands true worth was from a conservation point of view, but believed an inducement to the owners to sell should not be too high. It eventually conceived a figure of £100 as a 'fair' price for procurement, on the understanding that mutton-birds rights would be relinquished and that failing outright purchase, a lease should be considered. This figure of £100 had not changed since 1918 when the island was considered worth no more than that. The Rare Animal Advisory Committee advised, in its July 1951 meeting, of the owners' dissent at selling the islands to the Crown for fear of losing their birding rights, although the owners empathised with the Crown by expressing 'great interest' in preserving the fauna of the islands.⁵⁶ The Committee recommended that Internal Affairs impart to the owners their appreciation and interest in the preservation of the islands and suggest that a compromise be reached for a Wildlife Reservation.

The Crown believed that any change in ownership might abrogate the preservation status that the present owners were keen on.⁵⁷ Thus they called a meeting at Porirua where most of the owners resided (under Part XIX, of the Maori Land Act, 1931), for 20 July 1951.⁵⁸ The resolution was for the Crown offer of £100 to be accepted. A quorum of five owners (no names of attendees given) attended the meeting (described from one source as a 'fully representative' meeting, although in fact there were around 64 owners). Wetekia Ruruku Elkington submitted her proxy against the sale.⁵⁹ The following two points were raised by the owners:⁶⁰

1. There was a sentimental attachment to islands; it was their turangawaewae.
2. There was talk of mutton-birding harvesting and how their elders were 'deceived' in believing that they would retain their mutton-birds rights on Takapourewa, to find that they had relinquished their rights upon compensation paid. Thus the owners were concerned about losing their harvesting rights, and one spoke of how it was worth £2,000 to have their rights removed.
3. The price was considered inadequate

⁵⁴ Report dated 24/3/49, from L.C.Bell, to the Controller, Wildlife Branch, IA 1 52/182 (Part 1); File Note, n.d. [ca 1937], regarding Trios and notes that Kawharu 'owns' the Trios and works on the Public Works at Karamea, L&S 13/58 (Part 1)..

⁵⁵ Memo dated 23/5/50, from Assist. U.S., IA, Wgtn, to Min. of IA, IA 1 52/182 (Part 1).

⁵⁶ Extract from Minutes of the Rare Animal Advisory Committee, IA 1 52/182 (Part 1).

⁵⁷ Memo dated 8/6/49, from U.S., IA, to U.S., MA, MA 1 21/5/30.

⁵⁸ Memo dated 11/8/50, from U.S., MA, to U.S., IA, MA 1 21/5/30; Form Letter dated 6/7/51, CH 27015/2/1572.

⁵⁹ Proxy Form dated 12/7/51, from Wetekia Ruruku Elkington, CH 27015/2/1572.

⁶⁰ Memo dated 24/11/54, from Sec., MA, to D.G., L&S, Wgtn; Memo dated 1/11/51 from L.C.Bell, to Senior Field Supervisor, Wildlife Branch, MA 1 21/5/30; Bell was to state that it was better to tell the owners that the preservation of the islands was on behalf of the Maori race as a whole rather than for Pakeha, 'because their history and tradition is much more closely connected with these Islands'. He adds that if the Crown was to approach other Maori in regards to other similar islands then more progress could be made, rather than using the Public Works Act.

Hone Mokau Kawharu was prepared to give his interest to the Crown realising that the preservation of the Quatara and King Shag was of far more value to the Nation than 'all the money in the world', but he insisted that his family be allowed to continue harvesting. He was also prepared to accept the job as caretaker.⁶¹ The Crown responded that there were small amounts of birds on the Trios and that the birders were more likely to induce damage to the burrows. But the owners responded that they were aware of bird numbers and took exceptional care to minimise any potential damage to the islands' fauna and flora. Their response was supported by Professor Dawbin of Victoria University, who, on his many trips to the islands, saw no evidence of damage done by birding, with the only risk being fire.⁶² It was clear that sale was not acceptable unless mutton-birding rights were retained. Consequently, the offer of the Crown was refused carried by four votes against one, although there was some consternation about whether the Crown would entertain the idea of taking the islands under the Public Works. But the Crown expressed its wish to seek co-operation, not antagonism, although some Crown officials privately believed that if the islands could not be purchased under negotiation then the Crown should acquire 'compulsorily'.⁶³

In response to the owners' ardent retention of mutton-birding rights, the Crown felt an arrangement should be considered where the ownership of the Trios would be retained by the owners, but the wildlife and fauna would be preserved as a Wildlife Reservation. The new arrangement would be cognizance under Section 9 of the new Wildlife Act of 1954. A meeting of owners was called for at Porirua, on 31 March 1957, to discuss the proposal.⁶⁴ No list of owners attending the meeting was located, although ownership lists note that out of 34 owners only a few resided on D'Urville Island, with most residing in Raglan or Porirua.⁶⁵ Mr Elkington spoke on behalf of the Ruruku, Kawharu and Hippolite families. They opposed any sale of the Trios citing the 'forcible' acquisition of Takapourewa from their kaumatua but, proposed a partnership arrangement whereby they were willing to allow the protection of the wildlife as long as they were able to harvest the mutton-bird. The Crown were most expedient in seeing this fulfilled, especially with the new road to French Pass which would open the area to more people. They noted that the mutton-birds were usually taken between the months of March and April and this would be retained. Unanimously, the resolution that the Trios be declared a Wildlife Sanctuary subject to the rights of the registered owners to land on the islands at all times and to take southern mutton-birds, was passed. The islands were gazetted a sanctuary in July 1957 and controlled by statutory regulations as proclaimed by Gazette in 1965.⁶⁶ As at November 1994, there were 251 registered owners.⁶⁷

15.6. Motuiti, Hautai, Puna-A-Tawheke, Araiawa, Rahuinui, Tapararere, Te Horo, Anatakapu, Te Kurukuru and Kaitaore:

Survey Liens of 9/- 7d plus interest at 5% were still owing in 1928 for all the above islands, except Motuiti which had accrued separate liens of 19/- 10d.⁶⁸ No details were located as to when both these liens were settled. In 1982 these islets were declared Maori Freehold Land. An order was subsequently made under Section

⁶¹ Letter dated 10/7/51, from Hone Mokau Kawharu, to Reg., NLC, Wgtn, CH 27015/2/1572.

⁶² Letter dated 9/7/54, from Dawbin, to Peterson, CCL, L&S, Nelson, MA 1 21/5/30.

⁶³ File Note dated 28/10/54, from S.F.O., to CCL, RES 792.

⁶⁴ Memo dated 26/9/56, from Sec., IA, to Sec., MA, CH 27015/2/1572; Folio entitled 'Meeting Held At Meeting House Porirua Pa', dated 31/3/57, MA 1 21/5/30.

⁶⁵ Memo dated 26/9/56, from Sec. of IA, to Sec. of MA, IA 52/182 (Part 1), some of the owners are noted as deceased, or have no forwarding address and so no confirmed figures can be given of numbers living on D'Urville.

⁶⁶ Extract from *NZ Gazette*, 18 July 1957, No. 51, page 1319, MA 1 21/5/30; Proclamation 1965/185 appearing in *NZ Gazette* No. 64, 4 November 1965, page 1899, RES 792; Folio 594, letter dated 24/9/71, from C.S., Nelson, to Reg., MLC, Chch, L&S 20/13 (Vol 3).

⁶⁷ Letter dated 21/9/95, [no author], to 'Gloria', Ngati Koata Trust.

⁶⁸ Two Forms entitled 'Native Land Act, 1909', dated 12/4/28, regarding Motuiti, Hautai, etc, L&S 20/2 (Part 2).

439 of the Maori Affairs Act, 1953, and gazetted in 1984, setting apart the said land:⁶⁹

as a Maori Reservation for the purposes of a burial ground, landing place, fishing grounds and place of historical and scenic interest for the common use and benefit of the descendants of the original owners.

15.7. Remaining Rocks/Islets/Islands [Appendix XXVIII and XXXVI for description of each islet/rock/island]:

In 1986, an application under Section 161 of the Maori Affairs Act, 1953, determined that Te Whetu (or his successors) was the sole owner over the remaining rocks and islands.⁷⁰ He was chosen by the Ngati Koata Maori Committee as he was considered the only chief to have left a 'sacred mark' on D'Urville Island out of all the chiefs. The same year saw an order made under Section 439 of the Maori Affairs Act, 1953, setting apart the said land as a Maori Reservation (same order as in 15.6.).⁷¹ All the islets and rocks (including those in 15.6. above), have no commercial value, are reserves, or are too small to subdivide and non-rateable.⁷²

Some of the smaller islands come under the provisions of the Wildlife Act as decided by the Trustees on behalf of the owners.⁷³ There was some fear expressed as to the fishing ground reservation and to the amount of fishing resources there were to 'satisfy the requirements of the Maori descendants' of the 79 original owners as a result, of 'commercialisation and exploitation'.⁷⁴ The Wildlife Department also expressed concern over the reservations, but Koata reassured them that Maori had no intention of degrading the islands nor any intention to land on them, although they had the right to; protection of the wildlife was paramount.⁷⁵ Lands and Survey were apprehensive about the effect this reservation status would have on the wildlife and to a lesser extent the cost of a proper survey, especially given the nature of some of the islands and rocks which are subject to tides, but no further correspondence was located as to whether their concerns were allayed.⁷⁶ The Department of Conservation had been approached around the mid 1980s regarding a possible joint management plan for the protection and use of these islands. As of 1995, little work has been achieved in this direction.⁷⁷

⁶⁹ Memorial Schedule for Motuiti et al Islets, B.I.F..

⁷⁰ Ne M.B. 17/257-264, Section 161 allows the MLC jurisdiction to investigate title to customary land and determine the relative interests of the owners involved.

⁷¹ Ne M.B. 18/94, MLC, Chch; *NZ Gazette*, No. 44, 26 March 1986, page 1305-6; *NZ Gazette*, No. 130, 21 August 1986, page 3517.

⁷² Ngati Koata Trust - Letter dated 21/9/95, [author unknown], to 'Gloria'.

⁷³ Letter dated 5/10/95, from Jim Elkington, to Dave Olliver, Marlborough District Council, Blenheim, Ngati Koata Trust - no details as to which islands there are.

⁷⁴ 'Background on Traditional Maori Fisheries - D'Urville Island Area'

⁷⁵ Ne M.B. 17/75.

⁷⁶ Ne M.B. 17/81.

⁷⁷ Letter dated 5/10/95, from Jim Elkington, to Dave Olliver, Marlborough District Council, Blenheim, Ngati Koata Trust.

CHAPTER SIXTEEN
~ BLOCK HISTORY ~
~ MAORI RESERVES ~

16.1. Maori Reserves:

The Native Land Court hearing of July 1895, that had distributed D'Urville Island and surrounding islets to owners, also saw the conception of seven Maori reserves set aside for the benefit of the owners of D'Urville Island. A Trustee was allocated to each reserve:¹

Table 16.1a
Trustee's Appointed to Maori Reserves on D'Urville Island (1895)

<u>Name of Reserve</u>	<u>Blk Located</u>	<u>Purpose of Reserve</u>	<u>Trustee</u>	<u>Acreage</u>
Ohaua (Ohana)	1	Village Settlement	Hapiata Ihairaira	20
Te Puna	1	Fishery Easement	Wetini Rapana	4
Omona	4	Cemetery	Teo Ouenuku	1 rood
Moawhitu	5	Fishery Easement	Hohepa te Kahurangi	34
Horea	10	Cemetery	Hoera te Ruruku	2 roods
Otarawao	10	Cemetery	Mokau Kawharu	5
Pawakaiwawe	11	Cemetery	Taimona Pakake	1 rood
			Renata te Kawhaki	

[For present day Trustees, see Appendix XXIX; for Location maps and brief précis of Reserves, see Appendix XXX]

The reserves were inalienable unless a Judge saw fit that the land was no longer needed for the purposes for which it was originally set apart as.² They were also subject to the appointment, substitution and removal of Trustees.

16.2. Ohana:

Located at Ohana Bay, this area was originally a large settlement for iwi on D'Urville and has been farmed since the turn of the century.³ In 1969, Ross Kawharu applied to the Maori Land Court to have the reserve vested to him.⁴ His father, Mokau Kawharu, had told Ross that nobody had ever laid claim to it and, as such, it was Kawharu land. The Court agreed that the reserve was not customary land and vested such to Ross.⁵ Around 1970, it was discovered that the Ohana settlement was supposedly one of the only 'fortified terraced' Pa in the South Island. The Crown became concerned that Kawharu was selling land on D'Urville and felt that a 'firm plea' be issued for purchase of this land or, alternatively, the taking of it under the Public Works Act for

¹ Ne M.B. 3/254; Folder 129, B.I.F..

² Register 2 Applications & Amendments Section 452/53, pp.191-2 regarding Ohana and Te Puna

³ Ne M.B. 13/225.

⁴ Ibid

⁵ Otaki M.B. 75/146.

'Better Utilisation', although no further action appeared to have occurred regarding acquisition.⁶ Instead, in 1974, the Chief Judge of the MLC found that the order made to Ross Kawharu in 1969 was in fact incorrect and, as a consequence, made an order to annul the vestment and deemed the reserve to be Maori land again.⁷ The reserve was declared Maori Freehold Land in 1982.⁸

16.2. Te Puna:

Te Puna, located at Te Puna Bay, was declared Maori Freehold Land in 1982.⁹

16.3. Omona:

Located in a scenic reserve at Admiralty Bay, Omona (unsurveyed) constitutes an old partially collapsed cave where the deceased used to be buried. The Trustees were concerned that people were fossicking and damaging the area.¹⁰ In 1975, the reserve was declared a place of historical interest for the common use or benefit of the Ngati Koata iwi, and subsequently declared Maori Freehold Land in 1982.¹¹

16.4. Moawhitu:

Moawhitu, located at Greville Harbour, is an enclave into the surrounding freehold land. It is, more or less, a lagoon, although officially referred to as a fishery easement.¹² Regarded as a source for eels, the easement has a road (unlegalised?) running to it and an airstrip located on part of it, notably, without the consent of Ngati Koata. Part of this lagoon was drained by Leov sometime around the 1920s. In 1971, the Crown contemplated whether the fishery easement should be revoked or perhaps purchased by the Crown, believing that the easement 'served no practical purpose'.¹³ However, nothing eventuated from this concern. The easement was gazetted in 1976, as a fishing ground for the use and benefit of the Ngati Koata iwi, and subsequently declared Maori Freehold land in 1982.¹⁴ Drainage of the easement has occurred over the years resulting in the lagoon moving outside the boundaries of the original easement. Ngati Koata, as a consequence, now have to request permission from land owners surrounding the easement, to catch eels.

16.5. Horea:

Located in Horea Bay, Horea was set aside as a burial ground for the common use or benefit of the Ngati Koata iwi, in 1976.¹⁵ In 1982, the reserve was declared Maori Freehold land.¹⁶

⁶ Folio 585 [between folios 576 & 577], file note [ca 1970], to CCL & C.S., Nelson, L&S 20/13 (Part 3).

⁷ Folio 712, letter dated 17/1/80, from District Officer, MA, Chch, to Ruta Rene, Porirua, L&S 20/13 (Part 4).

⁸ Memorial Schedule for Ohana, Folder 129, B.I.F..

⁹ Memorial Schedule for Te Puna, Folder 129, B.I.F..

¹⁰ Ne M.B. 14/273-4; Folio 614, letter dated 13/4/72, from C.S., Nelson, to District Officer, MA, Chch, L&S 20/13 (Part 4).

¹¹ NZ Gazette, No. 101, 13/11/75, page 2550; Folder 129, B.I.F..

¹² Folio 614, letter dated 13/4/72, from C.S., Nelson, to District Officer, MA, Chch; Ne M.B. 14/273-4, MLC, Chch, L&S 20/13 (Part 4).

¹³ Folio 594, letter dated 24/9/71, from C.S., Nelson, to Reg., MLC, Chch, L&S 20/13 (Part 3); Folio 614, letter dated 13/4/72, from C.S., Nelson, to District Officer, MA, Chch, L&S 20/13 (Part 4).

¹⁴ Ne M.B. 14/273-4; NZ Gazette, No. 100, 16/9/76, page 2137; Memorial Schedule for Moawhitu, Folder 129, B.I.F..

¹⁵ Ne M.B. 14/273-4; NZ Gazette, No. 100, 16/9/76, page 2137.

¹⁶ Memorial Schedule for Horea, Folder 129, B.I.F..

16.6. Otarawao (and Te Marua):

Located in Garden Bay, Otarawao was declared a burial ground for the common use or benefit of the Ngati Koata people in 1975, and seven years later, declared Maori Freehold Land.¹⁷

At a MLC hearing, Picton, in 1991, an area called Te Marua was excised from the Maori Reservation of Otarawao. Te Marua was to be set aside as a Maori reservation for the purpose of a papakainga and fishing reserve for the common use and benefit to the Ngati Koata iwi, and gazetted as such in 1992.¹⁸

16.7. Pawakaiwawe:

Pawakaiwawe, surrounded by freehold land and located in Pawakaiwawe Bay (McLarens Bay), was set aside as a burial ground for the common use of the Ngati Koata iwi in 1975 (although Turi Elkington believed that there were no Maori buried there).¹⁹

¹⁷ *NZ Gazette*, No. 98, 6/11/75, page 2447; Memorial Schedule for Otarawao, Folder 129, B.I.F..

¹⁸ Information sheet regarding Te Marua, dated ca 1993, Ngati Koata Trust; *NZ Gazette*, No. 25, 27/2/92, page 504.

¹⁹ Ne M.B. 14/273-4; *NZ Gazette*, No.101, 6/11/75, page 2550; Folio 709, letter dated 11/1/80, from C.S., Nelson, to District Officer, MA, Chch, L&S 20/13 (Part 4).

CHAPTER SEVENTEEN

~ SOCIAL & ECONOMIC CONDITIONS ~

17.1. Introduction:

Many traditional Maori structures came under enormous pressure upon contact with Europeans. To the Maori, D'Urville Island provided the hope of a landed base for their economic development in the settler economy.¹ The industrial stimulus that Maori possessed in the early days, through the influx of settlers and increased demand consequent thereof for pigs, grain, potatoes and other products, which led them to vie with the European in the cultivation of the land, had diminished over the years. Towards the latter half of the 19th century little attention was paid to agricultural pursuits other than to raise a few crops, or graze some animals for their own needs.

Maori settlement on D'Urville, hard hit from natural and unforeseen misfortunes in the latter half of the 19th century, culminated, firstly, in a large scale migration away from D'Urville Island around 1890, and secondly, cast a veil of economic and social imbalance for many of those left behind who struggled to extract work on the island or the nearby mainland. Life was not easy and many suffered some form of destitution, yet, many others were comparatively well off, especially those who had moved to the mainland and the North Island where social and economic advantages were more easily attainable.

The intention of this Chapter is to firstly, provide a background as to the social and economic fabric prevalent to D'Urville Island Maori, before title to the island was issued. Secondly, we shall look at the effects of leasing and sale after title was confirmed before accessing the social and economic impacts of these activities.

17.2. The Social and Economic Fabric - pre-Title:

D'Urville Maori were influenced by the European way of living at an early stage of New Zealand's colonisation. When the NZ Company ships were arriving to the country, often their first anchorage was D'Urville Island before they were to be directed to respective ports of call on the mainland. These ships relied heavily on D'Urville Maori providing them with produce and livestock from extensive runs and gardens on the eastern side of the island and Port Hardy. By the signing of the Treaty of Waitangi, much of the island had embraced Christianity. Yet by the 1850s, D'Urville Island sunk into a long recession, offset, ever so fleetingly, by the intrepid, but illfated, mining ventures and undeveloped farming potential, and to some extent the luring away of Maori to the gold rushes of the time. Alexander MacKay was concerned about the effect that European settlement would have on the social condition of the South Island Maori in the late 19th century. He surmised that it was much more inferior to what it used to be. Their cultivations and modes of living had been distracted by the development of political ideas and the establishment of a system of Government.²

Over the country as a whole, it was the fragmentation of the land that finally destroyed the traditional Maori social structure, for the chief's mana now no longer ran over the whole of his territories.³ However, a major hindrance to better social and economic conditions for D'Urville Maori was not, initially, the fragmentation of the island but the lack of title to the island. Rewi Maaka in a petition to Government in 1889, although not clearly explicit, spoke of 'great difficulties' that had beset the people who could do little with their land on D'Urville and the Croiselles until title had been effected.⁴ They were, in some respect, at the whim of

¹ Phillipson, Rangahaua Whanui Series, p.199.

² MacKay I, p.25.

³ E SchWimmer, *The World of the Maori*, p.123.

⁴ see Chapter 1 (1.4)

the Crown who, without realising it, had 'locked' away the owners' lands creating an apathetic atmosphere of inaction and frustration. For without ownership status, the lands held by D'Urville Maori could not be fully developed to their potential, nor the land used as collateral security for finance for development and capital costs or loans. Perhaps seen as an act in ensuring Maori were not rendered landless, the effect it had was to deprive the owners from making conscientious efforts to extract a living, only exacerbated by the hopeless inadequacies of the Te Waipounamu Reserves.⁵ Many owners left the island before title was even effected, depriving the island of much needed labour to develop land and no doubt brought some degree of dysfunction to tribal, family and social unity.

However, the deprivation of unlegalised title was not helped by a series of natural and unforeseen misfortunes that underscored the despair of many from the mid-1880s and climaxed in the 1890 emigration from the island. George MacDonald, the Native School teacher who had arrived on the island in late 1885, endured a harsh and often frustrating lifestyle on the island. It is from his detailed reports to the Education Department that one was able to glimpse some of the adversities that he and Maori on the island so endured. The call for a local Native school in the area had been issued as early as 1872, when local Maori at Whakapuaka wrote to MacKay requesting a school to enable their children to learn English.⁶ At that time there were about 20 children residing at Whakapuaka and 20 more on D'Urville. MacKay was agreeable for a school but the local Maori were held back by the provisions of the Native Schools Act, 1867, which stipulated a school could open on the proviso that a piece of land must be given 'forever' for the purpose of a school site.⁷ The Bishop of Nelson eventually established a school at Whakapuaka Pa in 1887, but D'Urville Maori had established a school on the island a year earlier (no location on the island is noted).⁸ However, three years later it was reported that the, "...zeal of the Natives for civilisation has cooled somewhat."⁹ Even though in 1890 the children of both D'Urville and the newly established Whangarae Native Schools appeared to be doing exceptional work at school, the D'Urville Island school was to close down in the same year, coinciding with the great exodus.¹⁰ Over the years that the school was opened, George MacDonald reported a decrease in the number of children attending amid signs of economic despair. In July 1886, he was despondent that many of his pupils were destitute as a result of firstly, the failure of the 1885 crop due to the 'dry' weather (not helped by a large tangi of two Maori which saw further pressures on already depleted food sources), and in part, because illnesses were striking the children for want of proper nourishment and the difficulty in finding fresh water, "At present & for some time they have not had a single potato and where they are to get seed I cannot tell as they seem to be without any means to purchase any . . ." ¹¹ Such were some people's derivation, that Riria Pakake was known for rowing from Matapihi (Croixelles) to Ohana (southern end of D'Urville) to take food from her garden for the people there!¹²

The problems of food shortages due to crop failure was untimely considering the island had been quarantined in 1885, when the Government informed Maori owners farming sheep at Patuki and Mukehanga,

⁵ For the Te Waipounamu Reserves, see Chapter 19 (19.3)

⁶ Letter dated 14/5/72, from 'Parents of Children at Wakapuaka', to Alexander MacKay [translation]; Memo dated 16/7/1872, from MacKay to N.R. Office, BAAA 1001/722b, Wakapuaka, 1872-88, NA, Auck.

⁷ Letter dated 4/11/1872, from MacKay to N.R. Office BAAA 1001/722b.

⁸ Memo dated 28/12/1887, from MacKay to U.S., ND, Wgtn BAAA 1001/722b; *AJHR*, 1886, E-2, p.3

⁹ *AJHR*, 1889, E-2, p.6.

¹⁰ *AJHR*, 1890, E-2, p.6.; 1889, E-2, p.9; Letter dated 23/8/1890, from MacDonald, to Inspector of Native Schools (enclosing an extract from the School Log Book), BAAA 1001/243a; An attempt was made to re-open the school in 1916, but the Education Department was not agreeable because the percepts of a Native school to be established in a predominately Maori spoken environment was not applicable to D'Urville Island as English was widely spoken and accepted (BAAA 1001/243a - Letter dated 24/10/1916, from Elder Levi Beck [of the Latter Day Saints Church], to the Wgtn School Board; Letter dated 6/10/16 from Director of Education, to Levi Beck).

¹¹ Letter dated 6/7/1886, from MacDonald to Sec. of Education, Wgtn; Letter dated 6/10/86, from MacDonald, to Sec. of Education, Wgtn, BAAA 1001/243a.

¹² Hawea, p.27.

that their sheep were plagued by scab.¹³ As a consequence, residents of D'Urville were ordered to destroy all sheep stocks, considered to be in the hundreds, and an embargo enforced over the island for seven years prevented further sheep farming development. Upon cession of the embargo the land was returned to the Maori owners. By 1891, sheep numbers, calculated at 100, were substantially less than the hundreds killed and would have had severe repercussions for some of the owners' livelihoods.¹⁴ As the sheep were considered a reliable food resource there must have been a dramatic change in many of the owners' dietary habits, resulting in increased costs in importing meat from the mainland, and a heavy reliance on labour intensive activities such as fishing and hunting. Sheep numbers, however, would substantially increase by the turn of the century.¹⁵ By 1886, the island possessed a few sheep, pigs and cattle with most cultivations on tiny mainland reserves.¹⁶

Further hardship occurred for Maori who were hopeful of a flourishing and successful copper mining operation and expansive timber trade. Mining of various metals and minerals had been tentatively actioned on from as early as 1866, but leases often faded into obscurity with minimal results. A copper mine had been in existence from 1878, though the mining company went into bankruptcy the following year.¹⁷ Baldwin indicates that Maori may have been working for the company and proffers the suggestion that their formation of a 'Union', with their incessant demands for pay increases, stifled the mining activities and contributed to the Company's decline. This may be more fiction than reality as a 1878 report from the mine cites no such disturbances; more likely the mine closed because of the expenses involved and the inconsistency of the copper lodes.¹⁸ However George MacDonald, understanding the fragile economic nature of the island, relayed to the Government in 1885, his wish for mining to thrive on the island:¹⁹

... should the copper mine turn out well (as it is expected shortly) some more of the Maoris will come to reside here. At present there is little or no money amongst them & the mine is their only hope ...

A new 21 year lease over the aforementioned mine was signed in June 1885, but for reasons unstated, prospecting never began. In fact mining was never successful on D'Urville given the island's relative isolation and the expensive capital outlay required.

But MacDonald, ever the optimist, was still adamant that Maori would benefit from an 'extensive' timber trade soon to start:

... all the adult population (with their boats) with the exception of a couple of women to look after the children are at New Harbour [Greville Harbour] where the Saw Mill has been erected & from which Hippolite has contracted to supply 4000 sleepers to the Government.²⁰

The first mill on the island was established with the help of the local Maori in 1870, on the Mill Arm of Greville Harbour.²¹ Hard (black) beech was cut, of which some was sent to Wellington for wharf construction.

¹³ *AJHR*, 1888 H-13, p.2.

¹⁴ Population Census, 1891, p.lx.

¹⁵ for example, see *AJHR*, 1902, H-23, p.78 (Sheep return).

¹⁶ *AJHR*, 1886, G-12, p.18.

¹⁷ see Chapter 2 (2.2)

¹⁸ Baldwin III, p.131-132; *AJHR*, 1878 Vol II H-21, pp.1-4.

¹⁹ Letter dated 7/9/1885, from MacDonald, to Sec. of Education, Wgtn, BAAA 1001/243a; Letter dated 7/9/1885, from MacDonald to Sec. of Education, Wgtn, BAAA 1001/243a.

²⁰ Letter dated 10/1/87, from MacDonald, to Native School Inspector; Letter dated 29/4/87, from MacDonald, to Native School Inspector, BAAA 1001/243a; Baldwin III, p.126; New Harbour was officially given to Port Hardy in the 1830's although this fell into disuse. Greville Harbour was unofficially known as New Harbour.

²¹ Baldwin III, p.143.

But despite Hippolite securing the large sleeper contract, the mill had gone bankrupt, supposedly because the first batch of sleepers were rejected as they had shrunk a few inches during transit.²² So, although the Timber Industry did extract timbers such as Kohekohe and Pukatea, it was never extensive due to the poor quality of timber, quantity, location and expenses involved.²³

Given these misfortunes and hardship, a large migration away from the island occurred around 1890, to places such as the Bay of Plenty, Waikato, Manaia, Taranaki and Porirua. By 1891, the island possessed only 3 acres of cultivations (two in potatoes, one in maize), 100 sheep, 28 cattle and 63 pigs.²⁴ Two years later, title over the island, including lands in the Croiselles, was confirmed.

17.3. Title is Confirmed:

From the 1890s, Maori of D'Urville Island and the Marlborough Sounds area were very politically astute. General issues to engage Maori attention were whenua, mana motuhake (the separate authority of Maori institutions, especially vis-à-vis the Crown), Maoritanga and rangatiratanga, and a considerable degree of homogeneity is apparent in these preoccupations. Large sections of the Sounds area were often involved in political activities, or were encouraged to empower themselves by joining up to political ideals and parties.²⁵ Marlborough was one of only two Maori branches of the Liberal and Labour Federation of NZ (Te Ropu Mahi Atawhai o Nui Tireni) that openly supported Seddon's Government.²⁶ Seddon was regarded in some Maori circles as a 'parent figure' who was often seen to be sympathetic towards Maori land issues.²⁷ Iwi support in the Sounds area (namely Rangitane, Ngatiawa, Ngati Koata and Ngati Kuia) may have stemmed from the presence of such Maori M.P.s as Sir James Carroll, who was instrumental in the passing of the Maori Lands Administration Act, 1900, and the Maori Councils Act, of the same year, and the practice of the 'taihoa' policy.²⁸ These Acts, greatly supported by Maori from Koata and Kuia, saw the formation of the Maori Councils based on tribal districts and for Village Committees within those districts. These allowed a form of self-autonomy for Maori and were often instrumental in combating drunkenness, idleness and other wasteful habits. But the most important aspect of these two pieces of legislation was the suspension of sales over Maori land, thus the inalienable clause confirmed over D'Urville in 1895 was retained. The Councils were specifically charged with ensuring that Maori landowners retained sufficient land for their needs.

1893 saw the election of Seddon's Liberal Government which was committed to the expansion of the rural sector, encouragement of closer land settlement and the breaking up of large estates, and the improvement of farming standards and output, with the main driving force being overseas borrowing and acquiring cheap Maori land. This insatiable demand for Maori land was largely confined to the North Island, and perhaps alleviated to a minor extent the demand to open up D'Urville.

Individualisation of title on D'Urville initially had little noticeable effect as the Native Land Court

²² Ibid. p.143.

²³ for examples of timber extraction, see F 1 17/4/81, D'Urville Island: Hayter Bros to Greville Harbour Mahogany Co. Ltd. & F 1 17/4/18, Section 5B, 3 & 6, D'Urville Island (Hayter to Stewart & Maxwell).

²⁴ Population Census, 1891, p.lx.

²⁵ Matuhi Press, 1/2/05, Ngati Kuia, Ngati Koata and Rangitane give support for the Arapawa Maori Council; Matuhi Press, 9/11/04, p.4; 25/11/03 'Ki Te Etita O Te Matuhi', pp.3-4 (where the Maori King Mahuta support for the Federation is unsuccessfully elicited); Support for the Government of Seddon from Maori iwi in the Marlborough is predominant in many articles of Maori newspapers, Matuhi Press, Te Mareikura, Te Puke ki Hikurangi.

²⁶ Seddon 3/118, Misc Messages (Scrap-Book) - The two branches were deduced from a newspaper article from one of Seddon's 'scrap-books'. The article gives a list of the Liberal and Labour Federations that attended Seddon's funeral.

²⁷ R.J.Burdon, King Dick, pp.180, 185.

²⁸ For Carroll's Taihoa policy, see Chapter 8, Loveridge D.M. Rangahaua Whanui National Theme K, Maori Land Councils and Maori Land Boards: A Historical Overview, 1900 to 1952, 1996.

endorsed the 1893 leases and thus, owners were confined to landlord duties.²⁹ The Court did not want to see widespread selling or dispossession of lands so, upon partitioning of the island, inserted an inalienable clause over title, except by way of 21 year lease. But although ownership was conferred, this did not automatically result in widescale land development nor a migration back to the island. Costs of relocation may have prohibited any notion of returning, or, for many others who had left in the great exodus of 1890, they had made new homes for themselves, and for some, lost any attachment to the island. So, title did not guarantee relief for many already impoverished people, although a more substantial living was able to be eked out at the Croiselles as reported by H.W.Robinson of the Magistrate's Office, Nelson, in 1896:

The general health of the Natives appears to be satisfactory; on the whole also, they are in a prosperous condition. The Natives at Croiselles rear cattle, sheep, and pigs, cart and sell firewood, and work for Europeans in sawmills, etc . . .³⁰

This prosperity is perhaps ambiguous though, for Scaife, a Public Trust Agent, reported in 1898, that Maori residing at Whangarae were regarded as old and a 'sickly lot'.³¹

17.4. Leasing:

Before the turn of the century, Europeans saw D'Urville as a good economic investment, accentuated by a flourishing coastal trade. With this attention came a wave of interest and speculation from farmers, fishermen and Wellington entrepreneurs, which saw land reach up to £3 per acre, more highly priced than many North Island areas.³² Even the Government speculated that the island, if purchased and developed, could fetch up to £5 per acre.³³ This may explain why the island was leased to five such entrepreneurs in 1893. But the reality was soon exposed. Given the harsh environment of salt laden winds and poor soils, D'Urville Island was more difficult to make a living off than anticipated, unless supplemented by other work such as fishing or seasonal work. Most of the 1893 leases, bar one, probably succumbed to this reality when their leases fell into obscurity.

One of the most antagonistic and impeding factor hindering development of Maori land on D'Urville Island was a lack of financial help, particularly from Government, to effect improvements. Carroll remarked in the Report of the 1891 Native Lands Laws Commission:

But is it not a somewhat melancholy reflection that, during all the years the [NZ] Parliament had been legislating upon Native-land matters no single *bona fide* attempt has been made to induce the natives to become thoroughly useful settlers in the true sense of the word.³⁴

Dr Tom Brooking in a melancholic reflection of the Government of the 1890s lack of support for a Maori agricultural development, remarked how a lost 'opportunity for the development of a truly bicultural society' through its failure to give Maori farming a chance to succeed', had occurred.³⁵ Judge MacKay remarked at a NLC hearing in 1905, that D'Urville Island Maori had done well to get Europeans to take up the land especially as the

²⁹ see Chapter 3 (3.2)

³⁰ *AJHR*, 1896 H-13B, p.10.

³¹ Memo '98/796', dated 28/11/98, from Scaife, Agent, Nelson, MA 1 6/79 (1887-1906).

³² *NZ Geographic*, p.26.

³³ see Chapter 2 (2.3).

³⁴ Sir Apirana Ngata, "Maori Land Settlement" in *The Maori People Today*, p.125.

³⁵ Loveridge D.M., Rangahaua Whanui National Theme K, p.3, citing, Tom Brooking, "'Busting Up' The Greatest Estate of All: Liberal Maori Policy, 1891-1911", *NZJH*, April 1992, vol 26, no 1, p 97,

island was not congenial for native occupation, as it required a large amount of capital to develop it.³⁶ Another Court hearing in 1907 commented that owners were keen to sell their interests as they regarded the land as 'useless' and would not produce anything without large expenditure.³⁷ The ruggedness of the area required a large injection of capital which just was not available to many of the owners. Woodman, in leasing Rangitoto Block 3B, expended some £600 to clear 400 acres.³⁸ The owners were often impeded from working their own land as they did not have the privileges that European settlers had, that is, access to sufficient financial backing.

The 1905 Maori Land Settlement Act however, did provide limited amounts of state funds towards assisting Maori farmers, but there is no conclusive evidence that D'Urville owners benefited from this.³⁹ Asher and Naulls believe that assistance to Maori economic development after 1860 was virtually nil until the farm assistance programmes associated with Ngata in the 1930s.⁴⁰ Ngata, too, commented that attempts to assist Maori farmers with their lands was sporadic and hesitating.⁴¹ In fact it really was not until the Unemployed Schemes of the mid to late 1930s, that economic development assistance for D'Urville Island Maori took off. Under the Small Farms Act, 1932, Part Rangitoto Block 3B2 was leased to J.R. Elkington.⁴² Although Elkington abandoned the property soon after, the island was given an extra boost in 1948, when Lot 2 DP 3041 (Part Rangitoto 3B1 and 4B) was procured by the Crown, under the Maori Housing Act, 1935, on behalf of Turi and Rangikaupua Elkington.⁴³ This was primarily a housing venture in the hope that owners of Maori land on the island would return and develop their respective lands. This assistance although deemed by some as too little, too late, is in contrast to the help that European settlers on D'Urville were given. For instance Tarlton and Bird, two discharged servicemen, were given ample advances (on mortgages) to develop Rangitoto Blocks 7 and 8B4 despite repeated inspection reports stating that they were relatively unsuccessful. Tarlton had been able to purchase his father's property (Block 7), but was 'handicapped' by the steepness and lack of site for a house, yards and launch jetty. The Crown, keen to add to the holding of a returned servicemen, procured an adjoining block from the Maori owners for Tarlton to erect a house, etc. Tarlton, however, failed in his endeavour to make a living and walked off the land. It is unclear whether the Maori owners of Block 8B4 knew the intention of the Crown when it purchased their land. The properties, minus land taken for scenic reserve, were taken over by Bird, although he too failed, and like Tarlton, Bird left his mortgage in arrears. If the Crown had helped Maori develop their lands with similar advances, with the proviso of checks to ensure this money was not wasted, then perhaps more of the owners would have remained to develop their own lands. But even for those owners who did have the necessary capital to make improvements, farming was still extremely difficult. Hona Mokau Kawharu commented in 1955, that he had been farming his block (Rangitoto Block 1A2) for some 30 years, but admitted that the area was not necessarily suitable for farming, unless your income was supplemented by fishing and seasonal work.

Coupled with the impediment of a lack of financial backing, the individualisation of titles created serious problems for landowners wishing to occupy and develop the land:

As every single person in a list of owners comprising, perhaps, over a hundred names had as much right to occupy as everybody else, personal, occupation for improvement or tillage was encompassed with uncertainty. If a man sowed a crop, others might allege an equal right to the produce. If a few fenced in a paddock or small run for sheep or cattle, their co-owners were sure to turn their stock or horses into the

³⁶ Wn M.B. 13/225, 16/149-150.

³⁷ Otaki M.B. 48/273-274.

³⁸ see Chapter 6 (6.3)

³⁹ Sinclair, "Land Since the Treaty", in Te Ao Hurihuru, Aspects of Maoritanga, p.91.

⁴⁰ Asher & Naulls, p.46.

⁴¹ Loveridge, D.M., p 136.

⁴² see Chapter 6 (6.7).

⁴³ see Chapter 6 (6.6).

pasture. That apprehension of results which paralyses industry cast its shadow over the whole Maori people.⁴⁴

By leasing the island to Europeans, it provided D'Urville Maori with a significant two-fold advantage. The European lessee possessed the necessary capital to develop the leased area, and in turn, a number of owners were employed by the lessee to help clear the land, thus receiving wages and rental from their leased block. For example, Mokau Kawharu, in leasing his interests in Block 1, worked for the lessor in helping clear the land.⁴⁵ However, leasing of individual blocks from 1895 (the date official title was cognizant), was not prominent until 1905 onwards (except for Rangitoto Block 3 which was comprised in Woodman's 1893 lease, and Block 10, which was leased out to J.P. Campbell in 1895 although surrendered sometime before 1905).⁴⁶ Most of the leases were confirmed through the NLC between 1904 to 1908, with a further lease confirmed in 1921. With the progressive removal of the inalienable clause from the 1900s, these lessees and other speculators, in turn, gradually brought out the interests of the owners.

This 'delay' of the leasing period beginning from 1904 to 1908 (and ensuing selling) of the owners' interests may be attributed to a number of factors. The most obvious factor were the 'old' 1893 leases covering a term of 21 years, and reconfirmed in 1895 and were probably still valid. New leases issued from 1904 onwards are well before the expiry date of the 1893 leases, indicating that the 1893 leases, (bar Woodman's lease) were surrendered, forfeited, or fell into obscurity. But the delay in purchasing the interests of owners was most likely attributable to, as noted previously [see 17.3 above], the Government's suspension of Maori land purchases under the Maori Lands Administration Act and Maori Council Act but, unfortunately, with the demise and erosion of powers of the Maori Land Councils, the inalienable clause became defunct, and lease longer than 21 years and selling were permitted. There may have also been some reluctance by owners to lease the island, who perhaps wished to utilise the land themselves and were awaiting the expiration of the 1893 lease.⁴⁷ This is supported by the 1889 petition of Rewi Maaka and others who desired to settle their own lands but were unable to until title was decided. When the 1893 leases were signed there was an objection from Haimona Patete and others, but no clear evidence as to what their dissent/objections were. Conceivably they may have protested at losing the right to develop their own lands. But given the large exodus from the island in 1890, there may have been few owners, and little available labour, residing on the island to even develop a large portion of their land.

Lease rentals, on the whole, were set at around 3d to 4d per acre for the first 10 years or so, increasing another pence per acre for the remainder, or further set term, of the lease until expiration. These rentals were set prior to the first government valuation of 1907, and were remarked by Rawson at a NLC hearing in 1906, to reflected the little value the land had.⁴⁸ How the figures were calculated is unclear. It is perhaps a reflection of other land values in the Marlborough Sounds vicinity of similar quality. Although in a NLC hearing, 1905, a lease, set at the aforementioned rental, was fixed by a licensed interpreter, Mr Freath, at the behest of the owners. Woodman, a lessee on the island, considered the rental too high, and that the owners had 'the best of it'. Perhaps so, but for this lease in question, the owners were perhaps aware and skilled at setting rentals [Appendix XXXI denotes date of lease confirmed, rental and terms set and date of sale of freehold (or part thereof)].

There are a few variations in the lease rentals with some rentals double that of others, although often coupled with a corresponding increase in lease term. For instance, in 1905 Haimona Patete was being paid 8d

⁴⁴ *AJHR*, 1891, G-1, pp x-xi.

⁴⁵ *Ne M.B.* 7/67.

⁴⁶ See Chapter 14 (14.1. & 14.2.); When the lease was renewed in 1901, the rental was set at the last period of his 1893 lease, that is, £105-18-0, however, the Court noted this figure as £103.

⁴⁷ For example of owners keen to sell, *Wn M.B.* 16/67 (Rangitoto Block 1), etc

⁴⁸ *Wn M.B.* 15/49.

per acre for 40 years for his 1205 acres in Block 10. Three years later, three leases over the same block were confirmed, comprising mixed rentals of between 3d per acre, 5d and 7d for the first period of each lease, on varying lease terms. These variations are perhaps a reflection of the quality of land and improvements already made, although in the case of Rangitoto Block 10, the land was considered inhospitable, so whether the increased rentals are a reflection of shrewd business skills is difficult to ascertain. In all but two cases leases over D'Urville lasted only a few years before the lessors' land interests were purchased either by the lessee or another European.

Rentals, upon being apportioned out to each respective owner, did not equate to any significant amount. For example, Rangitoto Block 8 was leased out in 1905 at 3d per acre (1473 acres) for the first 10 years of lease, when this was distributed to over 40 owners it amounted to less than 4/- each per annum. On the other hand, a number of other owners were desirous of selling their interests as they were receiving little benefits from the land and rentals from leasing, due to the large numbers of owners.⁴⁹ There was very little, if any, information on when and how, and to whom, rentals payments were made, although it is most likely that rentals were paid to the Public Trust Office and distributed from there.⁵⁰

17.5. Freeholding of Interests:

The bulk of D'Urville Island was sold to Europeans in the period of 1908 to 1919, with further sales occurring in 1929, the 1960s and 1982 (excluding European sales). Documentation on these sales are presented in a few Maori Land Court files and minutes, although these were often deficient in information such as sale price, balance of payments, successors, or contained discrepancies in acreage.

Wishing to ensure adequate measures to stem D'Urville Maori from becoming dispossessed of their lands, the Crown instituted a Court procedure for vendors to submit lists of 'other lands' sufficient for their respective needs. This procedure however, while well intentional, was inherently flawed by Maori Land title ambiguity, succession orders, conflicts in acreage or land appellation and the state, condition, or physical aspect of these lands. Difficulty also arises in the unpredictability of a vendor later succeeding to other lands through whakapapa or marriage, etc., or who had sold or procured other land intermittently, or even the failure of lists to note omissions or additions. Some documentation provided valuations while others gave no indication of ownership or utilisation status. Further, there is no differentiation between those who may have been landless and those with lands which were unable to be developed for one reason or another. Invariably, a vendor may be unnecessarily prejudice against by being precluded from making a living from these other lands due to physical limitations and aspect of a particular section, or perhaps opposition, or apathy, from owners of a block held in common, restricting potential utilisation and development. The whole assessment of vendors' other lands is complicated by lack of information regarding rentals and proceeds received from those D'Urville Maori who owned shares in North Island land. In deciding whether to adjudge a vendor as possessing sufficient lands to sustain a living from, the Court was subject to the submissions made by the solicitor (acting on behalf of a vendor or purchaser), a Trustee, the vendor him/herself or the Court's own records.

It is difficult, therefore, to determine the benefits that Koata and Kuia derived from other land resources, unless further investigation is undertaken. In some cases it appeared that some of the owners' lands were found to derive no income. For instance, Ngatangi Renata, an owner in D'Urville Island, had in her possession around 200 acres on the mainland, considered to be untenable and, therefore, unable to support herself and her children.⁵¹ Haromi Kiharoa owned land at the Croixelles, but, for reasons unbeknown, was unable to lease the

⁴⁹ For example, see Chapter 11 (11.5).

⁵⁰ For example, see Chapter 5 (5.4.). Rentals owing to Takawai and Te Hora were held by the Public Trustee.

⁵¹ Translated letter dated 6/5/06, from Rewi Maaka, to P.T., Nelson, MA 1 6/79 (1887-1906).

land and receive an income.⁵² Her annual income was only £2-11-9, and she was reliant on a friend to provide for her.

The division of estates of deceased Maori saw smaller and less economical shares to each succeeding generation, making titles 'over-crowded and fragmented' as to put the actual land beyond efficient use.⁵³ For some owners there was little option but to sell. Owners of Block 8B2 wished to sell their interests in 1925, as they were receiving minimal benefits from the land due to the large numbers of owners. Successions also occurred to people resident in the North Island, who had little interest and/or had never visited the island and therefore did not have much ancestral or tribal empathy towards the island as opposed to, perhaps, the *turangawaewae* of their own traditional and ancestral lands.

In the latter half of the 20th century, the Government tried to remedy the problem of multiple ownership through the use of the 1953 Maori Affairs Act (being a consolidation of the rambling mass of legislation affecting Maori affairs, land and legal matters). This saw the introduction of the Conversion Fund which was a controversial, if not deeply resented, application of the principle of conversion, or the compulsory purchase by the state of so-called uneconomic interests in Maori land.⁵⁴ The Conversion Fund was created in order to reduce the number of owners on individual titles by prohibiting the further partition of small interests, worth under £25 (\$50), defined as 'uneconomic interests'. The Maori Trustee was obligated to procure such interests and resell them to individual owners, or an incorporation of owners, of more substantial interests in the same property. This fund was utilised for several Blocks on D'Urville where individual titles held excessive numbers of owners.⁵⁵

A number of owners were often keen to sell their interests especially those resident in the North Island, particularly in the Raglan and Taranaki (Manaia) districts. Takawai Kautewi and Hora Kautewi, both of the Waikato - who had succeeded to Tiaho te Rangitoto of Raglan, who in turn, had succeeded to Patete Tiaho te Patete of D'Urville Island - were anxious to sell their undivided interests in Rangitoto Block 4, after refusing consent to otherwise lease. They had little interest in the block and were not even aware that it was subject to a 21 year lease. They wished to consolidate the interests of their other lands located in the Auckland district.

However, freeholding of respective interests was not often entertained without some hesitation, or incentive. Wiremu Pakake sold his interests in Rangitoto Block 6 because the block was not producing much revenue, and that the purchase money could be spent on more 'profitable acts'.⁵⁶ Although desiring to develop their interests over Block 6B2A, Ruru Ouenuku and Iringa Takuna could not afford the large expenditure to bring the land into productive farmland.⁵⁷ In 1950, they sold their interests. Ruru invested his portion of the purchase money (£8410) to procure a house and section at Porirua, while Iringa (£590) paid off her mortgage and procured new furniture and whiteware.

Nonetheless, some owners were not keen to sell or lease. In 1926, Fuller and McCormick, who were leasing Whakaterepapanui Island on an informal lease, summoned a meeting of assembled owners to obtain a legal lease. Some of the owners objected, wishing to see the island utilised by their own families. One owner pointed out that the rental of £15 per annum for an adjacent island, Puangiangi (95 acres), was far more than the £10 per annum called for over Whakaterepapanui (150 acres). The Chairman regretted that a lease to the owners could not be contemplated as the proposal had not been advertised as required. A further meeting in 1927, saw

⁵² Copy of letter dated 22/3/1900, from J.Allen, Blenheim, MA 1 6/79 (1887-1906).

⁵³ A Ward, p.187.

⁵⁴ Butterworth G.V. & S.M., *The Maori Trustee*, 1991 - p.84 - the conversion fund was created in order to reduce the number of owners on individual titles by prohibiting the further partition of small interests, worth under £25, defined as 'uneconomic interests'.

⁵⁵ see Chapter 11 (11.5, 11.6 & 11.8); Chapter 13 (13.4 & 13.5).

⁵⁶ see Chapter 9 (9.1).

⁵⁷ see Chapter 9 (9.6).

the island sold to Fuller and McCormick for £200, £150 less than what Te Ahu Pakake considered a fair price and, as a consequence, wished to have his interests partitioned. Judge Gilfedder was emphatic that a partition of such small interests was not in the interest of all the owners and declined Pakake's partition. Why the owners chose to rescind the idea of leasing to their own people is not stated, although those in the first meeting who objected to leasing (other than to owners) were surprisingly absent from the second meeting.

Another case in 1967, highlights the owners reluctance at selling. The Crown was interested in procuring Rangitoto Block 4A, and were prepared to pay equivalent to the government valuation (\$750, around \$1.20 per acre) plus an additional sum for the timber on the land (\$175). The owners pushed for a higher price, up to \$2 per acre. But the Crown countered by implying that to increase the price would be to set a precedence of higher valuations on other farm land, though the offer was increased to \$1,100. The Crown was not prepared to offer more, which appeared sufficient to induce the majority to sell. However, not everyone was pleased, as James MacDonald remarked:

The Maoris are parting with their heritage piece by piece. We have had many big decisions to make. It is with great reluctance that we withdraw from D'Urville Island.⁵⁸

Most of the purchasing took place between the vendor and European speculators, although the Crown had set in place a 'policy' of acquiring bush areas on the island for scenic reserve. There was some ambiguity however in the way it dealt with European and Maori owners. The first scenic reserves to be enacted as such were two pieces acquired at the same time, Part Rangitoto Block 1B and Part Rangitoto Block 3B2, both taken under the Public Works Act, 1908. The Crown was involved in a long protracted discussion with the European owner of Block 1B, to finally come up with an agreeable compensation figure. The discussions with the Maori owner, Turi Ruruku, over Block 3B2, appear succinct and terse. A notice was sent to him between December 1912 and January 1913 advising of the land to be taken. Turi wrote back asking what specific land they were talking about (as the Crown had given the land to be taken a new appellation), and if plans of the land could be forwarded. Unfortunately, no further correspondence was located on file except a letter from the Crown dated September 1913, advising Turi that compensation of £106 was offered and awaiting his approval.

When Block 6B1 was purchased by the Crown from the Maori owners in 1952 for scenic reserve, several objections were received from local settlers, such as L.C. Leov, and the Federated Farmers branch of French Pass, who all sought an area within the new reserve for fencing material. The Crown, however, although keen to set aside land for the farmers of the area, were not keen to set aside such land in a this block. Leov then offered an exchange for part of his block considered more scenic and aesthetic, with the veiled threat that he may have to fell the land if the exchange was not actioned. The Crown decided to consult the previous owners. The Kotua family expressed acceptance of exchange, with only one owner objecting. Teo Rene believed that the original purpose of the purchase of Block 6B1 was expressively for a scenic reserve. The Crown dismissed his objection, putting it down to personal animosity between him and Leov, and approved the exchange.

Given that the Court endeavoured to ensure owners did not become dispossessed of their respective lands, only one instance arose whereby the Court expressed concern about how the purchase money was to be utilised, and took measures to ensure that the vendor used the purchase money appropriately. Ngahua Rene selling her interests in Rangitoto Block 6 (1914), declared that she received £26 per annum as income, and owed 'considerable' amounts of money which she had partially paid by selling the 'odd' section in the North Island and Horowhenua.⁵⁹ Her concern was in educating her children and alleviating debt. The Court confirmed sale upon condition that £200 of the purchase money be retained, under Section 92 of the Native Land Amendment Act, 1913, for Ngahua's children education.

⁵⁸ 'Statement of Proceedings of Meeting of Assembled Owners', dated 9/8/67, CH 270 15/2/2021.

⁵⁹ see Chapter 9 (.1).

There is no documented case of impropriety or misleading information at a Court hearing, but one must question whether there were any back room deals or coercion of some sort, with either some vendors, and/or purchaser, colluding to obtain the best deal for either party. For instance, Hohapata Kahupuku, who was to sell his interests in Rangitoto Block 7 for £47-15-0, in 1908, was regarded four years earlier, as an old man, "... incapable of understanding much.", and, "... the poor old man is reduced to the verge of starvation, living on potatoes & shell fish. His clothes are rags too ...".⁶⁰ Indeed an earlier report of Hohapata, dated 1900, painted a grimmer picture of his wellbeing:

He is neither mentally or physically fit for anything but the lightest work. Once a very strong man, ha had an accident 8 or ten years ago when he was thrown from his horse on to his head, & he has never been quite the same since, latterly[sic] he seems to have shown signs of forgetfulness & childishness as well as physical weakness ...⁶¹

Given Hohapata's disabilities and impairments, was he aware of the sale of his interests, and the consequences of sale? It would seem hardly likely that he represented himself in Court, but minutes do not stipulate that anyone, including the Public Trustee, was representing Hohapata as Trustee or the likes. Whether some impropriety or coercion occurred is not conclusive.

Generally though, most sales were on par, or more often higher than the market value [Appendix XXXII denotes sales of respective blocks and payments received by vendors and a comparison against the government valuation for that block]. Sales of land on the most part reflected the current government valuation at the time of sale. Only one case arose of an owner questioning the validity of a government valuation. In June 1910, upon the sale of some interests in Rangitoto Block 2, Mokau Kawharu believed the current valuation (dated 1908) to be inadequate, and thus the purchase price for his interests was likewise inadequate.⁶² The Court upon reflection decided to seek a new valuation. No records exist of this valuation, but Court records indicate that the new valuation 'proved satisfactory' and confirmation of the sale was acceded to.

Sales of land, as a value per acre, vary according to the quality of the land and improvements incurred. For instance, the southern portion of Rangitoto Block 1 was considered the most valuable of the block at £2 per acre, while the northern portion, of poorer quality, was worth not more than 5/- per acre. This may explain the difference in other sales such as Rangitoto Block 6. Wiremu Pakake sold his interests at around £1 per acre, whereas the other owners sold their respective interests between 10/- to 15/- per acre.⁶³ In one other case, the consideration was very much less than the government valuation. Ihaka Tekateka sold his interests over Rangitoto Block 3B1 in June 1911 for just under 10/- per acre. The government valuation (1908) was 14/- 6d per acre. Edward Kenny, a Government Valuer, conceded that there was a tendency for a valuation to increase, but doubted this would be so for Block 3B1 considering its location. He perceived the block to be worth no more than 6/- per acre.

17.6. Social and Economic Effects after Leasing and Sale:

Because around one quarter of the owners resided in the North Island with another two-quarters residing in the Nelson/Marlborough district, it is difficult to assess the benefits Ngati Koata (and to a much lesser extent Ngati Kuia) experienced economically and socially. This is not helped by the question of what indicators, or

⁶⁰ Letter dated 27/1/04, from Howard, Picton, to N.T., Nelson, MA 1 6/79 (1901-07); Letter dated 5/12/1904, from K.L.Howard, Teacher, Native School, Croixelles, to P.T., Nelson, MA 1 6/79 (1887-1906).

⁶¹ Letter dated 5/6/1900, from Chatterton, Vicarage, Nelson, to Agent, P.T.O., MA 1 6/79 (1887-1906).

⁶² see Chapter 5 (5.1).

⁶³ see Chapter 9 (9.1).

intrepretation, of wealth and poverty should be used. Danny Keenan elucidates on the 'impressionistic evidence' of European observers, who intrepreted Maori social conditions on a European basis rather than a Maori point of view.⁶⁴

To ascertain, in part, what benefits D'Urville owners may have derived from leasing and selling their interests, the records of the South Islands Tenth Benefit Fund were examined. By perusing these records and individual cases, we may be able to gleam information to picture the conditions upon which Koata and Kuia settlements were faring as a whole during the main period of leasing and selling. The fund was set up to be expended at the Public Trustee's discretion (established in 1872), and then later, under the auspices of the Native Trustee (established under the Native Trustee Act, 1920), for the 'physical, social, moral or pecuniary benefit of the owners of the South Island Tenth's Reserves and for the relief of such of them or their children as are in want or otherwise in need of assistance'.⁶⁵ The Native Hostelries of Havelock and Nelson, set up and administered by the Native Trustee (through the South Island Tenth's Fund), were utilised by sick Maori from D'Urville, the Croixelles, Okoha and other districts, and the records covering these hostelries, scant as they may be, are good for dissimulating information about the social conditions.⁶⁶

Many Maori on D'Urville and the Croixelles were recipients of the Nelson Benefit Fund and, as such, were able to receive grants for relief.⁶⁷ Some, declared 'Indigent', also received an allowance ranging anywhere from between 3/- to 10/- per week.⁶⁸ A few of the indigent Maori may have been better off on a pension, but many missed out because they were, unable to state their cases 'properly' to the Stipendiary Magistrates, and often could not give the required information and particulars.⁶⁹ There appeared no specific time span from which an indigent Maori could receive financial assistance, but it was probably provided until the District Agent of the local Public Trust Office could furnish a report to state otherwise. In other cases, the Public Trustee was insistent upon the indigent Maori utilising their land holdings by leasing or selling them.⁷⁰ The fund was often called upon to provide financial assistance towards funeral and transport costs of burying the deceased at the Croixelles.⁷¹ The one main prolific use of the fund around the turn of the century, were the requests for the Fund to provide assistance during firstly, crop failures, and then the ravages of the potato blight. Potato blight had almost been universally prevalent from the turn of the century infecting potatoes, as well as kumara, at such places as Auckland, Whirinaki, Russell, Hokianganga etc.⁷²

Prior to the main leasing period of 1904-08, D'Urville and Croixelles Maori (as well as those Kuia settlements in the Marlborough Sounds), were afflicted by the devastation of blight, causing a serious detrimental shortage of eating and seed potatoes. In July 1898, Maori in the Croixelles (a mixture of Koata and Kuia) wrote to the Colonial Secretary requesting potatoes and potato seeds on account of their crops failing with

⁶⁴ Phillipson, G., Northern South Island (Part II), citing D. Keenan, 'Incontrovertible Fact, Notwithstanding Estimates: Passing Impresions to Resounding Expectations - Maori People Observed in the ealry Contact Period', unpublished article, 1995, passim.

⁶⁵ Butterworth G.V. & S.M., The Maori Trustee, 1991, pp.17&28.

⁶⁶ Folio dated 23/2/1905, Letter from P.T.O., to Sec., School Commissioners, Blenheim, MA 1 6/79/7, Havelock Native Hostelry, NA, Wgtn. The Havelock Hostelry had opened upon representations by Kipa Whiro, Maka Kiharoa et al, of Ngati Kuia at Okoha, who wished for their sick to be treated properly

⁶⁷ see Native Reserve Accounts, *AJHR* 1898 to 1918, G-4, under 'South Island "Tenth's" Account'.

⁶⁸ 'List of Indigent Natives in Receipt of Aid', dated 18/2/01, MA 1 6/79 (1901-07).

⁶⁹ Memo dated 23/8/05, from D.A., Nelson, to P.T., Wgtn, MA 1 6/79 (1901-1907); *AJHR* 1902 G-1, p.1. Shows Karepa Iengi[sic], Hone Tui, Karepa te Whetu and Meriana Karipa, all of Croixelles, as receiving a pension.

⁷⁰ For example, see Memo dated 13/10/1899, from Deputy P.T., Wgtn, to D.A., P.T., Nelson, MA 1 6/79 S.I.10ths, Native Hostelry & Indigent Natives, (1898-1901), advising that Paramena Haereiti could hardly be considered indigent and he should try to lease his land or sell the bush.

⁷¹ MA 1 6/79 files, passim.

⁷² MA 21/10, Maori Welfare, Potatoes, Education Dept (Reports), passim; Report from H.F.Edger, U.S., Wgtn, to Native Min., Population Census, 1906, p.lvii.

the 'dry' weather.⁷³ They had received some two tons of potato from their Taranaki relatives but these had been consumed and they had little means by which to support themselves. The Public Trustee was not overly convinced. He was aware that Maori in the Croiselles had access to other resources and suggested that they depend on their own 'exertions as Europeans do'.⁷⁴ But after a visit to the area by the Public Trustee Office agent, Scaife, who vouched for the Maori situation as being 'by no means well off', five tons of potatoes were sent with more seed potatoes to be forwarded later.⁷⁵ Emphasis was stressed to the Croiselles Maori that they would have to 'make them do', and to manage affairs so they did not lose their seed potatoes again.⁷⁶ In the same year, 17 Maori from D'Urville submitted a similar request to their Croiselles relatives.⁷⁷ They were reduced to subsisting on 'pawa' dried and what fish they could procure. As a result of their plead they were given three tons of potatoes. Further crop failures and the blight affliction only exacerbated the social and economic conditions of Maori who were struggling to overcome the misfortunes of the 1880s.

Ngati Kuia who were not granted interests in D'Urville, and residing in the Marlborough Sounds, were not faring as well as their Croiselles counterparts. In October 1906, J. Miller wrote on behalf of the Maori at Okoha, to whom Reverend Grace believed to be the poorest in the district, for a ton of potatoes as blight had devastated their crops.⁷⁸ Again, in May 1907, Okoha Maori requested and received four more tons of eating potatoes and one ton of seed potatoes in consequence of blight destruction on their own potato crops, relied on for their staple diet (potato and fish) and for winter sustenance.⁷⁹ Kenepuru and Canvastown (Te Hora) Maori also requested and received potatoes in the same year after their potato crops had 'utterly' failed.⁸⁰ After suffering the size inadequacies of the Te Waipounamu reserves, and the physical ruggedness of the landless native reserves, people had to suffer further adversities by the devastation of their crops.

From 1904, many owners of D'Urville did not fare well after leasing their respective interests on D'Urville. For example, Karepa Tengi, who had fought with vigour to include his and other names on the original ownership list for D'Urville Island, was declared indigent.⁸¹ He was to receive 7/- per week to support himself and his crippled wife. They were destitute, earning £1 annually from a lease of 100 acres at Okiwi, £3-14-0 per year from D'Urville Island (Rangitoto Block 6), and 12/- a year from 12 acres at Taranaki.⁸² Hapiata te Putu, part owner in Rangitoto Block 3 and a descendant of the chief Te Putu to whom D'Urville Island was ceded to, was receiving an indigent allowance of 3/- 6d per week, in 1905.⁸³

⁷³ Letter dated 21/7/1898, from H.W. Robinson, Magistrates Office, Nelson, to Colonial Sec., Wgtn; Letter, n.d., from Hohepa W. Hiparaiti, Renata Pau & Hekenui Rauhihi, to the Magistrates, Nelson, J 1 1898/842, Croiselles Natives; Letter dated 23/8/1898, from Karepa, Whetu & C. Hippolite (provides list of Maori residing at the Croiselles); Copy of letter dated 21/7/1898, from H.W. Robinson, Magistrates Office, Nelson, MA 1 6/79 (1887-1906).

⁷⁴ Copy of letter dated 25/7/1898, from F. Waldegrave, to Robinson, MA 1 6/79 (1887-1906).

⁷⁵ Letter dated 8/8/1898, from A.A. Scaife, Agent, P.T.O., Nelson, to Karepa Te Whetu and Taare Hiporaiti, Croiselles, MA 1 6/79 (1887-1906).

⁷⁶ Memo '98/611', dated 2/9/1898, from Agent, Nelson, MA 1 6/79 (1887-1906).

⁷⁷ Memo '98/645', dated 16/9/1898, from Scaife, Agent, Nelson, MA 1 6/79 (1887-1906).

⁷⁸ Letter dated 25/9/09, from Grace, to P.T., Wgtn, MA 1 6/79 (1907-18).

⁷⁹ Memo dated 2/5/07, from Poynton, Public Trustee, to District Agent, Public Trustee, Nelson, MA 1 6/79, S.I.10ths, Indigent Natives (1907-18); Letter dated 25/5/07, from Rev. Grace, Blenheim, to Poynton, Public Trustee, Wgtn, MA 1 6/79 (1907-18).

⁸⁰ Letter dated 25/5/07, from Rev. Grace, Blenheim, to Poynton, Public Trustee, Wgtn, MA 1 6/79 (1907-18); Letter dated 4/6/07, from Poynton, to Grace, MA 1 6/79 (1907-18); Letter dated 1/8/07, from Pou Hemi et al, Canvastown, to W.H. Smith Esq., MA 1 6/79 (1907-18).

⁸¹ 'List of Indigent Natives in Receipt of Aid', dated 18/2/01, MA 1 6/79 (1901-07).

⁸² Letter dated 13/6/05, from D.A., to Stewart, York Station, Croiselles; Letter dated 12/6/05, from Howard, Croiselles, to P.T.O.; Letter dated 8/10/06, from Aperahama Karepa, Croiselles, to P.T.O., MA 1 6/79 (1901-07); Memo dated 11/8/11, from D.M., Nelson, to P.T., Wgtn. Advising of death of Karepa on 17/3/11, MA 1 6/79, S.I.10ths, Miscellaneous (1911-14).

⁸³ 'List of Indigent Natives in Receipt of Aid', dated 18/2/01, MA 1 6/79 (1901-07).

It is impossible for him to work being bed-ridden much of the time and when not confined to his bed can only move about with the aid of crutches. He has scarcely any income merely ten or twelve pounds a year and if it were not for the little help he receives from the other people it would be almost impossible for him to exist . .

.84

A month later, it was commented that:

For several months of the year he is confined to his bed with gout and is entirely dependent on distant relatives for a home & for maintenance. He runs a few acres of land on D'Urville Island & these he has leased to a European at the rate of 4d per acre. That rent bringing in about £7 per annum! this[sic] is really all he has to live on, . . .85

But equally there was an uneven distribution of wealth from leasing. When title came into effect, people like Hekenui Rawhihi (husband of an owner), and owners like Renata Pau, Haimona Patete, Hoera te Ruruku, Ratapu and Te Ahu Pakake were farming aspects of D'Urville, although Patete, Ruruku and Pakake were also running sheep, probably on informal leases, on Whakaterepapanui, Puangiangi and Tinui respectively, from as early as 1886.⁸⁶ Pau and Rawhihi seemed to be the most successful farmers, with over 1,000 sheep to their names in 1902 and 1905 respectively. Rawhihi moved to the Raglan area around 1907-1908, whereas Pau's death in 1902 saw his sheep numbers drop to 26 in 1903, as his estate was probably distributed among family and successors.⁸⁷

It appeared little had changed from pre-title days, but by 1901, Maori in the Croiselles were reported to be in 'generally good' health, and seemed to be 'fairly' prosperous and 'contented', with increased acreages of sown grass and sheep numbers:⁸⁸

It will be observed that there is a very small area of land under cultivation this year. This is probably due to the fact that work has been so plentiful that the Maoris have not given much time to planting, . . . many have gone to Okoha and other places in the Sounds, where they are clearing the land and stocking it with sheep and cattle.

With the establishment of two Native Schools just before the turn of the century - one at Whangarae (Croixelles), the other at Okoha - both Kuia and Koata children, with a minority of children from Ngati Toa, Ngati Tama and Ngati Apa, attended these schools and resided in these settlements.⁸⁹ The schools were subsidised by the South Island Tenth's Fund and appeared to have good attendance, each with a School Committee made up of local Maori.⁹⁰ Despite some being declared destitute, local Maori were concerned that their children, who were keen to learn, at least receive a good education knowing the benefits that education could provide. Further good news was reported for the Croiselles, in a census report dated 1906:⁹¹

⁸⁴ Letter dated 12/6/05, from John Hippolite, Whangarae, to Public Trust, MA 1 6/79 (1901-07).

⁸⁵ Letter dated 10/7/05, from Howard, to D.A., Nelson, MA 1 6/79 (1901-07); Memo '1911/61', dated 23/2/11, from D.M., Nelson, to P.T., Wgtn - advising that Hapiata died 29/7/10 in Nelson Hospital, MA 1 6/79 (1907-18).

⁸⁶ see Chapter 16 regarding Islets; *AJHR*, 1887, H-15; 1888, H-13; 1891, H-15A; 1892, H-30; 1894, H-17A; 1899, H-23; 1900, H-23; 1902, H-23; etc [Annual Sheep Returns].

⁸⁷ *AJHR*, 1902, H-23, p.78; 1903, H-23, p.81; 1908, H-23, p.90.

⁸⁸ *AJHR*, 1901 H-26B, p.18-19.

⁸⁹ MA-MT 1/149, *Croixelles & Okoha Native Schools*, NA, Wgtn - passim.

⁹⁰ Letter dated 12/12/06, from Chief Clerk, to Archdeacon Grace, Nelson, MA-MT 1/14.

⁹¹ *AJHR*, 1906 H-26A, p.23; Memo dated 4/8/85 from John Hislop to W. Scott, BAAA 1001/243a.

The general health of the Natives has been good, though there has been a tendency to consumption. A few have died from that disease during the past five years, and a few are now suffering from it. They have been free from epidemic; and *hakihi*, a skin disease resembling the itch, rather prevalent in previous years, has disappeared. The housing accommodation is excellent, all the houses being built in European style. . . . There is absolutely no crime amongst the Natives . . . Most of them are living in European houses and under European conditions, and there has been no epidemic. They are industrious and sober, and consequently exempt from crime. They have suffered very slightly from the ravages of the potato-blight.

This seemed in contradiction to Peter Buck who had reported in the same year that the Native Hostelry of Nelson was 'strained to the utmost' during winter, often because of the bad housing in the Native settlements and rancid water conditions exacerbated by the reliance on shellfish and fish caught in polluted waters.⁹² In August 1906, Hapiata te Putu, as Chairman of the Whangarae Village Committee (and an owner of D'Urville), had requested a supply of seed potatoes (being their staple diet) on account of the ravages of blight on the seed potatoes they had saved from the year before.⁹³ Two tons were forwarded, although there was some concern about the Maori attitude:

I believe the wants of the [Natives] are genuine enough but they are so incorrigibly idle that if the seed were sent, the greater part would probably be cooked and eaten.⁹⁴

How accurate these reports were is difficult to determine. But certainly abuse of the fund did occur by some Maori. Some owners were willing to milk the hand that fed them. The Public Trustee's District Agent for Nelson, reported in 1908, that:

. . . the spirit of communism is strongly implanted among the Natives who can see no harm in helping themselves to supplies obtained out of 'The Tenth's' for others who dare not resent such actions if they would, and in this way they loaf on one another as long as the supplies last.⁹⁵

The Native Trustee was becoming quite concerned at the prevalent of 'potato business' and suggested in August 1907, that a general enquiry into the conditions of the Maori at Okoha, Croixelles, Kenepuru and other parts of the Sounds be undertaken, but nothing seems to have eventuated from this suggestion.⁹⁶ The District Agent for the P.T.O., Nelson, had advised a year earlier that allowances for indigent Maori should be reviewed in light of cases showing abuse of the system, but he noted that this would be difficult to undertake due to the complexity of obtaining reliable information.⁹⁷ The complexity was noted in a few other cases whereby some Maori were subject to 'exaggeration', or a wide and varied interpretation of the truth. The District Agent had reported in 1903, that experience had taught him that Maori tended to exaggerate. For instance, Taimona Pakake, an owner of 548 acres on D'Urville Island, was declared indigent in 1898. For four months of the year he was afflicted with asthma, while his wife, not entitled to the Fund, was a chronic invalid who had been bed-ridden for two years.⁹⁸ Taimona once had some sheep, but had to sell them all in order to support himself and his wife and 'now had nothing'. In 1905, Taimona requested a tent to be forwarded as he had no where to live, and nobody

⁹² Copy of Report on the Sanitary Conditions of the Croixelles, dated 8/10/06, MA 1 6/79 (Vol 5), Tenth's Benefit, NA, Wgtn.

⁹³ Letter dated 20/8/06, from Hapiata te Putu, Chairman, Whangarae Committee, to P.T., Nelson, MA 1 6/79 (1887-1906).

⁹⁴ Memo '1906/484', dated 4/9/06, from District Agent, Nelson, MA 1 6/79 (1887-1906).

⁹⁵ Memo '1908/427', note from District Agent, Nelson, MA 1 6/79 (1907-18).

⁹⁶ File Note, dated at bottom of folio, 9/8/07, entitled 'Potatoes for Natives', MA 1 6/79 (1907-18).

⁹⁷ Memo '06/155', dated 18/4/06, from District Agent, Nelson, MA 1 6/79 (1887-1906).

⁹⁸ Memo '98/796', dated 28/11/98, from Scaife, Agent, Nelson, MA 1 6/79 (1887-1906).

could give him a room to sleep in.⁹⁹ He was advised that a tent could not be forwarded for fear of starting a precedence, but with his allowance of 10/- per week (this had been increased from around 7/- per week in 1904 on account of the asthma powder that he required being very expensive to procure), considered the largest, he should have no difficulty to hire some labour to assist him in building a small house.¹⁰⁰ But some Maori were not convinced of Pakake's indigent state especially as he was drawing rental from leased land (Block 5) and only had a wife to support.¹⁰¹ Hemi Matenga had advised the Trustee that Taimona's wife was by no means destitute with land holdings at Whangamoa, Whangarae and D'Urville Island, adding that Taimona's granddaughter had offered to support his wife, and therefore should be denied rations allowed to her.¹⁰² Whether Taimona was indigent or not, he obviously had some difficulty surviving on the rentals from D'Urville, which amounted to around £5 per year. The inalienable clause restricted him from selling a portion of his interests to pay for a house, or his medicines. In another case, Haimona Patete, of Mint Bay, made a request for potatoes in July, 1907, for six bags of potatoes for himself, wife and children, stating that he had missed out on the potatoes sent to Okoha and Kenepuru, and they had not eaten potatoes in a 'long time'.¹⁰³ Reverend Grace remarked that Haimona was a 'deserving' man of Ngati Kuia residing on Landless Natives land in Queen Charlotte Sounds.¹⁰⁴ The Public Trustee noted that Haimona received a few shillings per annum from the Tenths fund and was not willing to concede to his request other than by forwarding a few sacks.¹⁰⁵ However, Haimona could hardly be described as indigent or destitute. He had been running sheep on Whakaterepapanui from 1886 and a hundred more sheep at Mint Bay from 1908 until his death in 1921, and was also receiving rentals from his interests on D'Urville.¹⁰⁶ In 1908, had received over £1,300 in land sales on D'Urville Island.

The Hostelries, like the fund, was also subject to some form of abuse by Maori, who would be reported as loafing around and staying with their entire families for weeks on end. In 1907, the House in Nelson was full to overflow and most of the Maori were destitute and 'worrying' the Office for rations, etc.¹⁰⁷ In September, 1907, the Public Trustee 'cleared' out the Native Hostelry at Nelson of 'healthy loafers'.¹⁰⁸ W.K. Stuart transported them by launch back to the Croixelles but had to request the Trustee to reimburse him for fares because none of the Maori (including Hapiata te Putu) possessed any means of paying.¹⁰⁹

Not all indigent Maori, however, stayed destitute. Some like Hoera te Ruruku, part owner in Rangitoto Block 3 gain some financial strength in later years through land sales. Te Ruruku at one time was requesting aid for procuring 'ordinary necessities' on account of medical treatment for one of his children and having to convalesce at the Native Hostelry in Nelson.¹¹⁰ He was to receive the sum of 7/- per week for assistance, although he was often refused rations for being an 'incorrigible beggar'.¹¹¹ But in 1911, he was noted as residing on Tinui Island running about 200 old sheep and 100 lambs, and producing around 3 bales of wool per

⁹⁹ Letter dated 13/12/05, from Taimona Pakake, to P.T., Nelson, MA 1 6/79 (1901-07).

¹⁰⁰ Letter dated 13/12/05, from D.A., Nelson, to Miss K.L. Howard, Croixelles [School Teacher], MA 1 6/79 (1901-07); Letter dated 19/7/04, from Taimona Pakake, Croixelles, to P.T., Nelson; Memo dated 15/9/08, from D.A., to P.T.; advising that Taimona died 1/8/1908, MA 1 6/79 (1887-1906).

¹⁰¹ Memo dated 12/4/06, from D.A., Nelson, to P.T., Wgtn; Memo dated 6/1/03, from D.A., Nelson, to P.T., Wgtn, MA 1 6/79 (1901-07).

¹⁰² Memo '1905/292', dated 8/8/05, from D.A., Nelson, MA 1 6/79 (1887-1906).

¹⁰³ Translated letter dated 20/7/07, from Haimona Patete, Mint Bay, to Grace, MA 1 6/79 (1907-18).

¹⁰⁴ Letter dated 25/7/07, from Rev. Grace, Blenheim, to Poyntor, Public Trustee, Wgtn, MA 1 6/79 (1907-18).

¹⁰⁵ Letter dated 1/8/07, from Poyntor, to Grace, MA 1 6/79 (1907-18).

¹⁰⁶ see *AJHR*, 1908 H-23, p.89 [Annual Sheep Returns], and *passim* years until 1922.

¹⁰⁷ Memo '1907/134', MA 1 6/79 (1907-18).

¹⁰⁸ Memo '1907/349', MA 1 6/79 (1907-18).

¹⁰⁹ Letter dated 16/9/07, from W.K. Stuart, Otoarawao, Croixelles, to Public Trustee, Nelson, MA 1 6/79 (1907-18).

¹¹⁰ Memo dated 6/1/03, from D.A., Nelson, to N.T., Nelson, MA 1 6/79 (1901-07).

¹¹¹ Memo dated 28/6/05, from D.A., Manager, Wilkie's Estate, Nelson, MA 1 6/79 (1901-07).

year.¹¹²

Some D'Urville Island Maori were quite shrewd business people and often did considerably well from selling their respective interests. In 1920, Taare Pakake took up farming with his brothers, Te Ahu Pakake (aka Joseph Hippolite), Henare Pakake and Hoani Pakake, over a 600 acre block carrying 900-1000 sheep.¹¹³ Both Taare and Te Ahu were considered by businesses in Nelson city (which spoke of doing business with these two Maori for some 20 years), as totally 'reliable business men' competent in the English language, and, 'able to look after themselves in any business deal'.¹¹⁴ In 1906, Maata Hekenui (aka Maata Tepene), part owner in Rangitoto Blocks 2, 3, 8 and 11, had in her possession:

... a fine motor-launch, for which she told me she paid £250, rides a good bicycle, dresses well, and has a large number of sheep and several hundred acres of land at Croixelles, and is about the best off Native. .¹¹⁵

Her wealth was probably attributable to her father's (Hekenui Rawhihi) successful sheep farming activities on D'Urville. In 1926, she was residing in the Rangitikei-Manawatu district, and sought to sell her interests in Rangitoto Block 8B1.¹¹⁶ She could make no use of the lands which required extensive capital and therefore was anxious to sell in order to consolidate her holdings in the Rangitikei district with the object of taking up farming. She intended to buy timber for a house for herself and her family, to pay rent for a block at Te Reureu and to purchase 14 dairy cows to enable her to commence dairy farming (Maata was to make over £5,000 from her sales). Others who did not possess the necessary finance to develop their lands on D'Urville, sold the land and then bushfelled it at an average wage of £1 per acre.¹¹⁷ These wages did not appear to vary from 1874 to 1915.¹¹⁸

But for other owners, dividends from sale were often squandered. In 1912, when Mokau Kawharu sought to sell his interests in Rangitoto Block 2A, the Court determined that Mokau had squandered 'hundreds of pounds' within the last few years, and possessed little land. He supported a wife and nine children on £80 per year; earning around 9/- per day, or £90 per year, for manual labour. But in lieu of Mokau being dispossessed of land, he was declared by the Court to be landless. This squandering was probably in reference to the sale, in 1911, of Mokau's interests in Rangitoto Block 3B4C, whereupon he received over £390. His other lands comprised three sections (although whether these are individual or owned in common, is unclear). Yet three years later, the Court confirmed the transfer of his interests over Block 2A for substantially more than what he had originally asked. How the Court determined that he was now declared landless is unclear, but in 1913, Mokau Kawharu requested financial assistance from the Benefit Fund, for himself, and to help pay for a coffin for his son who had just passed away.¹¹⁹ He had great difficulty finding a job, "... I have not been able to get continuous employment and I am very short of funds & being pressed by Creditors." He received £2 for the cost of a coffin, and noted as a recipient of £2-8-9 per annum from the Tenths Reserves fund.¹²⁰ Tara Wirihana was in a similar sinking boat when, in 1912, he asked Maginnity and Son (Barristers and Solicitors) to apply to the Registrar of NLC, for the sum of £20, which he stated was owing to him from the sale of his interest in

¹¹² Ne M.B. 7/71.

¹¹³ Letter dated 15/4/19, from Maginnity et al, to Reg., Wgtn - enclosing an application from Henare and Hoani, CH 270 15/2/221.

¹¹⁴ Application for Confirmation, dated 9/5/19, four affidavits attached to application, CH 270 15/2/221.

¹¹⁵ Memo dated 6/7/06, from D.A., Nelson, to P.T., Wgtn, MA 1 6/79 (1901-07).

¹¹⁶ see Chapter 11 (11.4).

¹¹⁷ Jim Elkington (17/7/96)

¹¹⁸ Baldwin III, p.137.

¹¹⁹ Letter dated 30/9/13, from Mokau Kawharu, Nelson, to P.T., Wgtn, MA 1 6/79 (1907-18).

¹²⁰ Memo dated 8/10/13, from Deputy P.T.; Memo dated 4/10/13, from D.M., Nelson, to P.T., Wgtn, MA 1 6/79 (1907-18).

Rangitoto Block 4, as, "... he is here without means and has his Board and other liabilities to meet."¹²¹ Tara had received, three years earlier, £291 for the sale of his interests.

17.7. Social and Economic Effects - Post-Lease/Sale:

By the 1930s the main settlement on D'Urville was the Madsen Settlement, comprising of 30 or so residents. There is no indication as to what work the residents undertook, but I suspect they were endeavouring to develop the land surrounding their settlement and supplementing their income by fishing (which also provided their main article of diet). The settlement was subject to overcrowding, owing to the destitute condition of many of the residents, coupled with the 'dangerous' sanitary conditions:¹²²

... for an existence as they are bordering on destitution at the present moment, and had it not been for the Native Department sending down food supplies of 1/2 ton of Flour, 1/2 ton of Sugar and 1 ton of potatoes, they would have been facing starvation.

The local Medical Officer was unsure on how to alleviate the destitute state, although he recommended the water supply and sanitary conditions be urgently amended. His application was backed up by a similar call from the Arapawa Maori Council.¹²³ The Officer remarked that as the Madsen Maori were unable to contribute anything towards the cost of furnishing a water supply system, but were prepared to volunteer all the labour, it was hoped that the Native Department would finance the project, although the Elkington family, residing at Madsen, could in no way contribute towards the cost:¹²⁴

"... , owing to their outstanding liabilities for stores, incurred during the depression, they are gradually reducing this debt, furthermore they have other commitments to meet for building materials required to erect a larger house ...".¹²⁵

The Native Minister regretted, however, that he was unable to meet finance due to insufficient funds.¹²⁶ Further attempts through the 1930s were made to install a water supply, but the ambiguity of title of the land - where the residents were merely tenants on Turi Ruruku's land (to which is situated the settlement of Madsen) - meant the Native Department was not prepared to consider expenditure, and instead called on the residents themselves to install a supply. But by 1939, the sanitary conditions had at least improved significantly.¹²⁷

By the mid 1930s, as a result of representations to the local Maori Land Board by locals on D'Urville Island and the Crosilles, who were 'reduced' to living on 'primitive' foods, the Government decided to provide for them by means of unemployment contracts. These contracts were not dissimilar to those of Ngata's Land Development Schemes, although reports are unclear as to what actually these contracts entailed.¹²⁸ Money for

¹²¹ Letter dated 26/10/12, from Maginnity and Sons, to Reg., NLC, Wgtn, CH 270 15/2/221.

¹²² Memo dated 11/9/31, from Medical Officer of Health, D.O., Wgtn, to U.S., MA, Wgtn, MA Acc W2459, 19/5/84, Madsen French Pass, Water Supply.

¹²³ Memo dated 19/4/32, from D.G., Health Dept., Wgtn, to U.S., MA, Wgtn, MA Acc W2459, 19/5/84.

¹²⁴ Memo dated 22/9/31, from Coltman, to Medical Officer of Health, D.O., Wgtn, MA Acc W2459, 19/5/84.

¹²⁵ Memo dated 13/12/39, from Senior Inspector, Dept. of Health, Nelson, to Medical Officer of Health, Nelson, H 1 36/37, Madsen Settlement, NA, Wgtn.

¹²⁶ Memo dated 13/10/31, from U.S., MA, Wgtn, to W.B.Mercer, Medical Officer of Health, Wgtn, MA Acc W2459, 19/5/84.

¹²⁷ MA Acc W2459, 19/5/84, passim; Memo dated 13/12/39, from Senior Inspector, Dept. of Health, Nelson, to Medical Officer of Health, Nelson, H 1 36/37.

¹²⁸ *AJHR*, 1937-8 G-10, p.74; Ngata's Development Schemes were instigated under Sections 23 to 27 of the Native Land Amendment and Native Land Claims Adjustment Act, 1929.

the scheme was vested to the Maori Land Board in the Employment Promotion Fund, who oversaw the Project(s) to be undertaken.¹²⁹ The land utilised on D'Urville Island for these unemployed men may have been part of Rangitoto Block 3B2, where upon Turi Ruruku leased 30 acres under the Small Farms Act, 1932 (which provided relief for unemployed to farm a small area). The land was leased to a J.R.Elkington, although he abandoned the property in 1944. The Board of Native Affairs reported in 1939, of 'extensive' works undertaken on D'Urville Island and 'neighbouring districts' from these schemes. During 1940, around forty men were employed in these areas, where they were set to clearing second growth on privately owned or farmed Maori land.¹³⁰

For many residents at the Croiselles, they were also in a state of destitution, with little or no work in the vicinity. They existed in an impoverished state from the poor quality of land they possessed. In 1938, the Inspector of Health reported abuse of the Native Hostelry in Nelson by 'loafers' from the Crosilles, who were overcrowding the building:

The Maoris at this Hostel are not usually permanent, but of late they have apparently abandoned their farms at the French Pass and the Croixelles to obtain work in Nelson as they state that they would only starve if they had to remain and manage on their respective holdings, consequently they have come to Nelson to obtain work, many of whom find seasonal work at Kirkpatricks Canning Factory; other obtain employment with the City Council, Public Works and on the Nelson Wharf.¹³¹

For the main Kuia settlement at Okoha, finance was still an hindrance to further development. Many Maori had to seek work outside the area. The Department of Health remarked that a quarter of the money received from the income of the 'Tenths' should be spent by the Government for the 'educational, moral or physical welfare' of the Maori in the area, as many in the Sounds were penniless.¹³²

Today, only a few Maori families reside on D'Urville, undertaking work on the mainland. Four large scale farming operations (European) continue on this now marginal farming country.¹³³ The sheltered side of D'Urville Island is good breeding ewe country and the wool clips generally are heavy compared with the rest of the district. It costs around \$3 per lamb and \$13 per calf to transport via Havelock, to the Blenheim Sales and Picton Works, making it one of the most expensive places in New Zealand to farm, however, the other side of the coin is that the mild climate enables year round grass growth and the stock is largely disease-free.¹³⁴ Much of the island is in scenic reserve or lying fallow, for the most part reverting to light native bush.

17.7. Conclusion:

D'Urville Island had the misfortune of being in an economic recession prior to title being effected, in part because of the NLC's inaction in conferring title, and by the hapless timber and mining speculations as well as the unseasonal weather patterns destroying essential crops. A number of owners became destitute and indigent and probably saw the sale of their interests as providing for their immediate means, whereas leasing of the blocks seemed to only provide a pittance in income, and for many, was their only annual income. It must also be remarked that because of the large number of owners resident in the North Island, rentals from leasing

¹²⁹ *AJHR*, 1939, G-10, pp.5-6.

¹³⁰ *AJHR*, 1940, G-10, p.47; 1941, G-10, p.33.

¹³¹ Memo dated 17/7/38, from Inspector of Health, HD, Nelson, to Medical Officer of Health, Wgtn, MA Acc W1369, 6/79/6 (Vol 2) (1937-39).

¹³² Memo dated 30/11/36, from J.W.[Buchanan], Dept. of Health, to D.G, H 1 160/52 (Closed No.17669), Pelorus Sounds 1936-7.

¹³³ *NZ Geographic*, p.26-27

¹³⁴ *NZ Geographic*, p.29, Ne M.B. 11/332.

and proceeds from sales probably had the effect of taking money out of the local economy and only atagonized an already depressed area

Official reports around the turn of the century remarked on the improved social, economic and health conditions of Maori in the Croiselles, yet other reports in the same period commented in the negative, and spoke of sickly, indigent and unsanitary conditions. With this indetermination it is difficult to garner an assessment of conditions around the time of leasing and selling.

But on the whole, leasing did not bring immediate relief for the economy of the area, nor relief to those impoverish owners, although there was a contrast in benefits. The island was not considered valuable by the turn of the century and valuations reflected this; title that comprised numerous owners, where consensus may have been difficult to achieve, only compounded the situation. The only real initial benefit was the ability of the lessee to develop the land, whilst employing some lessors, or, in the case of a sale of interest, the former owner. Some owners fared relatively well, either through shrewd business know how, luck of the draw, or were able to gain financial backing of some sort. However, leasing, for the most part, was insignificant in the long run as most of the lessors sold out their interests a few years after leasing. Some lessors were obvious land speculators, like J.L.Morrison, who negotiated buying out the lease interests of Reeves on Rangitoto Block 8 for £350. And in the interim of sale from Reeves to Morrison, Morrison agreed to sell his interests to Simpson for £400. In the space of a month, Morrison made a quick £50.

Regardless, restrictions on alienation only prolonged the the indigent nature of a number of owners whose only real income was derived from leasing and hardly considered sufficient for one's individual means. Restrictions prohibiting sale were gradually removed after 1900, often at the insistence of owners who sought to gain income, and/or finance, by the selling of their interests. Later, Section 207 of the Native Land Act, 1909, saw the removal of all existing restrictions on the alienation of Maori land, however, Maori land held by ten or more owners was inalienable except by a meeting of assembled owners summoned by the Maori Land Board.

The Crown did little to help D'Urville Maori retain their interests. It exerted much effort into securing title for scenic reserves in its zeal of implementing its policy of obtaining any suitable land on the island for scenic purposes. For instance, the Crown spent over seven years persisting the owners of Rangitoto Block 3B3 in procuring the block for scenic purposes before succumbing to the inevitable realisation that the owners were just not willing to sell. The 1953 Maori Affairs Act only exacerbated the dispossession of Maori land by selling with relative ease the uneconomic interests of numerous landowners through the Conversion Fund.

The overall effect that leasing and, in particular, sales of D'Urville had was the disbandment of the iwi as a conglomerate on the island. Each individual struggled economically and socially within their own nuclear confinement. Ngati Kuia was already, to an extent, dispersed in the Sounds region, residing either on reserves or elsewhere. Their tribal unity had undergone tremendous stress. After the D'Urville sales, Ngati Koata tended to have a presence in the Croiselles but over time, like Kuia, many moved to the towns, particularly Nelson or Blenheim. The social and economic effects did not so much trickle down to the base, they trickled down within the immediate family base, as these families came to struggle with assimilation into European society. So although still retaining their turangawaewae on D'Urville, the tribal base was weakened. To this day Kuia and Koata are endeavouring to secure a more solid economic base to reap social and economic goodwill.

CHAPTER EIGHTEEN

~ CONSERVATION ISSUES AND FOOD RESOURCES ~

18.1. Introduction:

D'Urville Island and outlying islands are viewed by many as being of worthy conservation value for their scenic and aesthetic ambience, their abundant, unique and varied marine environment, and the exclusive wildlife, often extinct or severally reduced from the mainland. The island has no possums, goats, rabbits, hedgehogs, Norway or Ship rats, and is noted for its six mistletoe species and possibly a few surviving little spotted kiwi.¹

Many people within both Ngati Koata and Ngati Kuia deeply appreciate the conservation values of the island, its 'unique atmosphere' with a rich forest, bird, animal, yet dwindling fish resource.² The island's self regeneration to native bush was beneficial for the enhancement of the natural environment and scenic value, and also by providing a semi-wilderness quality.³ Both iwi are aware of the tourism benefits resulting from the preservation of such incomparable conservation qualities. For example, buoyed by the success of the Kaikoura tourism ventures, Ngati Koata are looking at the establishment of nature tours to firstly, the Trios and perhaps Takapourewa, then later on a wider basis around D'Urville Island incorporating the conservation, historical and cultural aspects.⁴

There are a number of conservation issues pertinent to both Kuia and Koata within their respective rohe, but for the purposes of this report we shall look at those issues confined to D'Urville and its surrounding islets. As Koata have the kaitiaki over the island, this iwi plays a pivotal role in this chapter. After some thought it was decided to amalgamate the alienation of food resources of the island with conservation issues applicable to both Koata and Kuia. They are intertwined and are clearly reliant on one another (for example, the conflict between fishing and marine reserves, shellfish gathering and foreshore reserves). Unfortunately, there was a lack of information on food resources (that had been alienated), thus this chapter is reticent in this area. Nonetheless the chapter shall deal with the following issues:

18.2. Land Based Resources

18.3. The Marine Environment

18.4. The Value of outlying Islands as Conservation Sanctuaries

18.2. Land Base Resources:

18.2.1. Traditional Foods:

Over ten or eleven centuries the Polynesian colonisers of New Zealand had struggled to adapt to an environment unsympathetic to human needs. The Maori expressed their claim to territory by both the social and economic activities they carried out within it. While the North Island Maori had the advantage of a kumara crop, those who lived in the South Island were not so fortunate and were restricted to the hunting and gathering

¹ Bellingham M., 'Public Involvement in Island Restoration', in *Ecological Restoration of New Zealand Islands*, p.168.

² Letter dated 6/4/95, from Pene Ruruku, Nelson, to M.C.C., RMM 7012.

³ Letter dated 10/4/95, from R.E.Coote, Nelson, to M.C.C., RMM 7012.

⁴ File Note, dated 15/4/91, from Protection Manager, D.O.C., RES: 792.

economy of the Moa-hunter, supplemented in part from cultivations.⁵

Of all the plants they brought with them the kumara had the most success, but as it was often small and hard to grow it is doubtful whether any southern community depended on them for vegetable sustenance.⁶ Garden sites on D'Urville, usually land that was cultivated for kumara, were distinguished by artificial field boundaries or the evidence of land clearing in the form of stone walls.⁷ Middens revealed food refuse of diversity containing shells, fish-bone, and often included bird, dog, sea-mammal and human bone.⁸ Food was often obtained by sustained and arduous efforts, although the Marlborough Sounds area was renowned for its abundance in materials and food:

... the wild bird life abounded ... Wild pigeons flew in flocks, and kakas, wekas, green parakeets - red or yellow crested - made the bush pulse with sound ... On the seafront [were] albatross, mollyhawk, cape pigeon, sea swallow, garnet, Mother Cary's chickens, tern, shags and penguins ... Killer whales, sharks and porpoises came coursing along the coasts, singly, or in shoals - Lone whales came sprouting through the turbulent waters of the Pass ...⁹

Of the vegetable foods collected, the fern root was economically the most important, with rats and birds important flesh foods.¹⁰ Streams and swamps gave the eel which was highly valued, while inland freshwater fish and koura were taken by bobbying, spearing and trapping. Maori also collected wild berries from forest trees and bushes as well as various products from tree ferns and cabbage trees.¹¹ The bushland in the Rai Valley/Pelorus Sounds area abounded in wild ducks, pigeons and eels. Visits to this and other mainland areas, which saw Maori harvest flax, catch and dry eels and cook birds for preservation in fat, continued well into Europeans times.¹²

Each autumn saw rows and rows of shark flesh drying in the sun, hanging on rude trestles and permeating the atmosphere with disagreeable odours. In the little fresh water creeks flax baskets of kataha[sic] berries were immersed till the soft pulp of the large berry decomposed leaving the kernel free. A large lagoon near by [to Ohana] provided wild duck and flocks of wild pigeons abounded in the native bush. ... There were gardens of corn, kumara and melons.¹³

Unfortunately, this abundant food supply was quickly decimated or diminished with the arrival of the European. The most obvious example of this sort of decimation of a major food source was the 'taking', under the Public Works Act, of Takapourewa in 1891. Considered an important food source of muttonbirds and other food resources, the alienation of this island was a cause of much bitterness within both iwi.

The European way of life permeated throughout the traditional lifestyle of Koata and Kuia, who began to adapt to the changing way of life as participants in, or suppliers to, the European industries which had advanced into their midst. Whaling, flax harvesting, scraping and other pursuits had begun to involve more and

⁵ B.Brailsford, p.5.

⁶ Parsonson A "The Expansion of a Competitive Society: A Study in Nineteenth Maori Social History", in New Zealand Social History, 1978

⁷ N.Prickett & K.Wells, *D'Urville Island Archaeological Survey*, 1973, Anthropology Department, Otago University, Nat Lib - [no page reference available - under sub-heading, 'Garden Sites']

⁸ N.Prickett & K.Wells, - [no page reference available - under sub-heading, 'Middens']

⁹ Tamariki Kaitiaki (aka Eva Webber), *Sketches of the Colonisation of French Pass* [ca. 1865], [p.9].

¹⁰ E. ScHwimmer, p.73, ScHwimmer provides a good account on methods of harvesting and processing traditional foods, pp. 73-76

¹¹ E. ScHwimmer, p.73; for a good description of hunting methods and various types of food collected by Maori see Chapter 17

¹² *The Rai and it's People*, p.9.

¹³ Kaitiaki, [p.23].

more Maori, and the raising of vegetables and farming of pigs to trade with whaling ships, the shore stations and other European communities, were enterprises which required a less nomadic and more stable way of life. ¹⁴ But over the years, Maori became subservient to the domination of a European economy and lifestyle. Traditional food resources soon became scarce and depleted, and although fishing was still prevalent, it became impoverished as over-fishing took its toll. In 1881, Judge Alexander Mackay remarked that:

... poverty [was] steadily on the increase amongst the residents, and without some change being effected, the people will ultimately drift into a state of semi-starvation. The increase of civilisation around them, besides curtailing the liberties they formerly enjoyed for fishing and catching birds, has also compelled the adoption of a different and more expensive mode of life, which they find very difficult to support. . . ¹⁵

18.2.2. Conservation of Resources:

However, as the traditional food resources on D'Urville Island became diminished, as the bush gradually retreated under axe and fire, the Government became aware of the conservation values of the island and contemplated purchasing parts of the island for its scenic potential and for the preservation of the unique flora and fauna. This may have been in response to representations to the Crown by people such as A.S. Abraham, who had written to the Tourist Department, in 1905, to relay his feelings of the need for the preservation of D'Urville Island, especially at the denuding of the bush being the home for so many unique native birds. ¹⁶ In particular, he was concerned about Catherine's Cove (Rangitoto Block 3), considered beautiful, heightened by the presence of several waterfalls, but which had just been leased out to Europeans. Abraham suggested that some sort of tourist health resort be established there. The idea of a health resort was also mooted by Emma Morison, owner of Rangitoto Block 1B, who, in 1912, had proposed to the Government for the erection of a tourist accommodation house adjacent the foreshore of her property. ¹⁷

Abraham's letter was referred to the Scenery Preservation Board (under the auspices of the Lands and Survey Department) who saw merit in his request and indicated they would be visiting the island in due course. ¹⁸ There was some delay however, before the Crown took action over preserving the bush tracts on D'Urville. This was probably a result of the Crown awaiting the completion of Carkeek's survey of the island, which was finally concluded in 1909. ¹⁹ It was not until 1911 that the Crown finally actioned Abraham's request by procuring Part Rangitoto Block 1B and Part Rangitoto Block 3B2. The Crown's policy then became one of acquiring any bush areas on D'Urville that became available at reasonable prices, although some settlers viewed this active acquisition as more of a 'Land-grabbing' policy. ²⁰

But then, some settlers were also keen on the preservation of large portions of the island. In 1937, R.J. Turner of French Pass requested that 12,000 acres of the island be set aside as scenic reserve to protect the bush and wildlife. ²¹ The land was Maori land but he was of the opinion that it was not suitable for farming. He

¹⁴ Mitchell, Unpublished MSS, Chapter 3, p.56; Chapter 7 p.4.

¹⁵ *AJHR*, 1881 G-8, p.16.

¹⁶ Letter dated 9/1/05 from A.S. Abraham Esq., to the Superintendent, Tourist Department, Wgtn, TO 1 1905/4, D'Urville Island, 1905-06, NA, Wgtn,

¹⁷ see Chapter 4 (4.5).

¹⁸ Memo dated 9/1/05, from Acting Superintendent, to S.Percy Smith, Chairman of S.P.C., New Plymouth; Letter dated 9/1/05, from Acting Superintendent, to A.S. Abraham, TO 1 1905/4.

¹⁹ LS 70/3, Scenery Preservation Board, Minute Book, 1907-18, p.22.

²⁰ Memo dated 20/10/47, from U.S., to Minister of Lands; Memo dated 4/2/49, from U.S., L&S, Wgtn to Minister in Charge of Scenery Preservation, L&S 4/538 (Part 1); Folio 817, 'Information supplied by Mr Arres on 13 September 1966', L&S 13/58 (Part 3).

²¹ Letter dated 25/3/37, from R.J. Turner, Hamilton's Bay, French Pass, to Minister of IA, Wgtn, L&S 4/538, Nelson, Scenic Reserve, D'Urville Island, D.O.C., Nelson..

also believed honorary rangers would have to be installed to stop the poaching of wildlife. The Government however, passed over his request as the cost of expenditure for acquisition was considered too great.²² Other settlers were keen to sell native bush on their properties but more often with the veiled 'threat' of felling, or to consolidate their holdings by asking for an exchange of less scenic but more farmable land on the island.²³

The scenic reserves of D'Urville Island today cover some 4,000 hectares, and are seen nationally as important for the presence of rare species (containing both North and South Island species), such as the NZ Falcon, sand spurge and land snail.²⁴ Because of the absence of possums or goats, these reserves make a benchmark for comparison to forests with possum damage. In 1973, the scenic reserves came under the auspices of the Marlborough Sounds Maritime Park Board.²⁵

18.3. The Marine Environment:

18.3.1. Traditional Fisheries:

A dominant aspect of survival for Maori on D'Urville was not only the reliance on land based resources but the heavy reliance and emphasis on the harvesting and managing of, and the advantage of access to, a diverse range of a seemingly infinite source of kai moana. Fishing grounds (including waterways), looked upon as tribal property, were often marked off, with any trespass met with 'vigorous opposition'.²⁶ In 1843, John Barnicoat vividly recorded a glimpse of D'Urville Island Maori processing kai moana:

... we found a party of mauries[sic] taking in a stock of provisions consisting of muscles [sic] and fish. We found the trees around them hanging with thousands of muscels [sic] swung up like beads to dry, and great numbers of fish which are cured in no other way than being dried in the sun. The muscles receive a previous preparation being cooked in what is called a native oven. ... In a short time they are cooked.²⁷

The waters around D'Urville Island hold a vast array of fish species that were exploitable to the local Maori. Strict regulations (tapu) were enforced to ensure a managed regime to avoid over-exploitation. It was the responsibility of the women to gather kai moana and small fresh water fish, and the responsibility of the men for eeling and offshore fishing.²⁸ Certain species were harvested at particular times of the years. For instance, Blue Fin, Tuna, Yellow Fin Tuna and Yellow Tail Tuna were caught in the winter months of May, June and July as they travelled through the Southern Hemisphere on the winter thermocline.²⁹ The month of March was when the eels would leave the Moawhitu lake (where the March Rock/Tuna-heke Rock is located).³⁰ Whilst

²² Memo dated 26/10/37, from U.S., L&S, Wgtn, to Minister in Charge of Scenery Preservation, L&S 4/538.

²³ For example see Connolly, Wells and Leov's proposed exchange, Copy of letter dated 7/2/55, from R.Connolly, Kapowai Bay, D'Urville Island, to T.Shand, M.P. & passim; Folio 164, entitled 'Proposed Exchange of Land Acquired for Scenic Reserve', Case No. 7533, n.d. & passim, L&S 4/538 (Part 1); Folio 753, Note for File, dated 5/10/65, from CCL & passim, L&S 13/58 (Part 3).

²⁴ Paper entitled Ecological Report on Four Marine Reserve Options - Eastern D'Urville Island Area, dated 1994, D.O.C., Nelson, p.12; Extract from Minutes of National Parks Authority Scenic Reserve Cmmttee Meeting of 27/5/69, regarding D'Urville Islands Scenic Reserves, L&S 4/538.

²⁵ Memo dated 26/7/73, from D.F., L&S, Wgtn, to Sec. of IA, Wgtn, AANS W3832, Wil 19/8/2, Maritime Park, Marlborough Sounds, 1973-87, NA, Wgtn.

²⁶ Paper [n.d.] entitled 'Background on Traditional Maori Fisheries - D'Urville Island Area' [by Jim Elkington], Ngati Koata Trust.

²⁷ B.Brailsford, p.56.

²⁸ Paper [n.d.] entitled 'Background on Traditional Maori Fisheries - D'Urville Island Area' [by Jim Elkington].

²⁹ Ibid.

³⁰ Ne M.B. 17/74.

Hune Rock, at Port Hardy, was also known as Muru rock, because the month of June is when the Blue Cod were plentiful and the Maori people mured (gathered) and dried them for food.³¹ Fishing was not just restricted to inshore species or immediate areas, but the care and attention given to deepsea species had been practised for many generations. For example, all the waka at D'Urville used to gather at Tunahaika Island and Rahuinui Island to head out to the Hapuka (groper) fishing ground of 'Rakau Tara' (between Paddock Rocks and Separation Point). The fishing of hapuka was considered very sacred to D'Urville Maori. For instance, they were taught that if a fish bled on the deck of a vessel, the vessel had to leave the fishing ground immediately (the ground is still fished by commercial interests today).³² Some hapuka grounds fished were 160 fathoms deep (960ft), with currents of up to five knots.

The abundance of shellfish in the D'Urville Island area was not all established 'naturally'. In the old days paua was trans-shipped by canoe from the Taranaki Coast to the Blue Bluffs at Delaware Bay.³³ Koata have been transplanting, nurturing and harvesting their kai moana for five to six generations at the appropriate times when the least damage was sustained. Mussels were taken from the reef at French Pass and seeded on many points close to the population on D'Urville, including Tinui Island (for the population that resided there).³⁴ Mussel and oyster beds were also established on the banks of Greville Harbour, commonly known as Boulder Bank, with pipi transplanted at Kiangawari (Catherine's Cove) and Whareriki. Families ensured a supply of shellfish such as paua, kina and mussels for their own use, through planting spat, replanting and conserving species which enabled the shoreline to be sustainable.³⁵ Because of these methods the local families always had abundant seafood.³⁶

But deprivation of the kai moana resource had occurred since the arrival of Europeans to the area, and had affected Maori more than the depletion of their land based resources. This deprivation, exerted by the European fishing industry, put enormous pressure on the traditional fisheries of the area. Towards the end of the 19th century, D'Urville Maori, increasingly aware of the need to protect their fisheries, petitioned the Government in 1888 to such effect, citing the Treaty of Waitangi.³⁷ The Native Affairs Committee referred the petition to Government 'for consideration', although nothing appeared to result from this. Another petition, forwarded to Government in September 1903, from Rewi Maaka and 29 others, requested a fishing reserve for Ngati Koata residing in the 'Rangitoto, Whangarae in the District of Nelson and other places'.³⁸ The petitioners wished to shut out European ships and boats,

. . . who kill the fish . . . as they (the fish) will presently be very scarce . . . in the careful observation of your petitioners the fish of the said (portion of the) sea will probably become exhausted, inasmuch as that we know that the fish are not so numerous as in past years, because of the number of the Europeans working fish.

Therefore your petitioners have decided to petition that this sea be duly set apart, and the sea of Rangitoto Island, as a separate reserve for the tribe of Ngati Koata and their relatives who are living close to, or together with them.

³¹ *Ibid*

³² Paper [n.d.] entitled 'Background on Traditional Maori Fisheries - D'Urville Island Area' [no specified author]; Paper entitled 'Brief of Evidence, James Hemi Elkington', n.d., [p. 12].

³³ Paper [n.d.] entitled 'Background on Traditional Maori Fisheries - D'Urville Island Area' [by Jim Elkington].

³⁴ *Ibid*

³⁵ Letter dated 18/4/95, from N.A. & J.L. Kotua, Nelson, to M.C.C., RMM 7012.

³⁶ Letter dated 2/11/87, from Noela May Elkington. Frankton, to 'Whom it may Concern', Ngati Apa Ki Waipounamu Trust.

³⁷ *AJHR*, 1888, I-3, p.10.

³⁸ Petition No. 881/1903, dated 15/9/03, from Rewi Maaka et al, J 1 1904/1140, Croixelles Fishing Reserve, NA, Wgtn.

And that the said tribe . . . may (hereby) be able to make Sacred the said seas, so that the fish be not killed, whenever they know that there are no fish in the said seas, (and that) they shall be able to reserve (them) for two or three years in accordance with Maori custom of former days.

. . . if Europeans continue to kill fish in these seas above mentioned, it will not be so many years before there will be no fish (left there), as there is no law to prevent (them from fishing) in the Maori seas of this neighbourhood.

And within these seas there are edible sea products other than the fish; (there are) oysters, Mussels, Pauas, pipis, and Kinas; the thing most largely worked by the Europeans is the oyster, therefore we also derive a benefit from these things.

The petition was referred to Government for consideration, who reported back in August 1904 that there, ". . . is no power to accede to the request of the natives as the law does not provide for the reservation of fishing rights for their exclusive use."³⁹

In 1938, there were concerns from fishermen in the French Pass area regarding the use of set-nets to catch butterfish. The nets were catching too many small fish and were evident of a definite shortage in stocks.⁴⁰ Similarly, stocks of hapuka were depleted because of improved technology and bigger boats allowing for more 'deadly operations'.⁴¹ Some fishermen were so concerned over these depleted stocks that they indicated if they returned out to sea with straight out hand lines, then they could not make a reasonable living. The quandary was though, that while the new technology had depleted the fish, its continued use, although this would accelerate the depletion, was necessary for them to make a living as old methods became uneconomical. The most important fishery then however, was blue cod, and here fisherman had enforced restrictions by increasing the size of the fish caught.⁴² But amateur fishermen, the 'summer visitor', who would set about unconcerned taking 'undersized' fish, nullified the good that fishermen had done.

But despite fishermen's efforts back in 1938, blue cod stocks had decreased significantly, and in 1974, the Ministry of Agriculture and Fisheries became concern about the state of stocks in the whole of the Marlborough Sounds district due to firstly, environmental changes to the sea bed, from a rocky nature to a more sandy, silty bottom, and secondly, to amateur fishing.⁴³ Blue cod have all but gone in some areas because of both commercial and amateur fishermen. Ecologically this has a flow on effect, not only detrimental for fish stocks but also because of the potential for wiping out seabird colonies in the area through starvation.⁴⁴ The concern with many Maori, who still lament the continual decline of their fisheries, is also the presence of an ever increasing number of recreational fishermen, with more and more recreational and charter boats that head for D'Urville as fish stocks dry up elsewhere in the Sounds.⁴⁵

18.3.2. Conservation of Marine Environment:

Interest in the island's unique marine environment stemmed back to 1894, when the marine life of D'Urville was first studied by a German scientist and his wife for the benefit of the Bremen Museum research

³⁹ Front Cover of file - note dated 19/8/04 from George Leepport, to U.S. for Justice, J 1 1904/1140.

⁴⁰ *AJHR*, 1937-8 H-44a, p.24.

⁴¹ *AJHR*, 1937-8 H-44a, p.27-8.

⁴² *AJHR*, 1937-8 H-44a, p.30.

⁴³ Letter [dated 1/3/74] from Minister of MAF, to McMillan, Chairman., M.S.M.P.B., AAUM W4043, NRS 2/9/A, Maritime Parks, M.S.M.P.

⁴⁴ Letter dated 18/4/95, from N.A. & J.L. Kotua, Nelson, to M.C.C., RMM 7012.

⁴⁵ Letter dated 6/4/95, from Pene Ruruku, Nelson, to M.C.C., Blenheim, RMM:7012.

work in the Pacific.⁴⁶ Although the results of this visit are unclear, this early interest in the islands' biota and abiota lay the foundation for interest in the conservation and protection of the distinctive and diverse marine environment. D'Urville Island is regarded as an area of high risk to uncontrolled development. The delicate nature of its marine life is seemingly vulnerable. A 1995 paper from the Department of Conservation, intended to direct the sustainable management of all lands and waters in the region for the next ten years, detailed three significant marine sensitivity areas of the Marlborough Sounds area, including D'Urville Island [see Appendix XXXIII]:⁴⁷

1. Most Sensitive Areas (7 sites for D'Urville), defined as possessing 'natural characteristics,' . . . easily compromised by any but the most carefully controlled and small scale use and development . . ."
2. Highly Sensitive Areas (2 sites), are defined similarly as possessing natural characteristics," . . . easily compromised but could tolerate small, sensitive developments . . ."
3. Moderately Sensitive Areas (2 sites), can, ". . . with appropriate controls on specific activities, absorb a moderate degree of change . . ."

These three zones show the sensitive nature of D'Urville's marine environment, and initiatives for some form of protection and conservation of the area have occurred over the years. The first such proposal, specifying a marine reserve option, was mooted by a Marlborough Sounds Maritime Park Board member, Warren Townsend, who, in 1981, pushed unsuccessfully that Port Hardy Harbour be established as a reserve. In 1994, at the instigation of the French Pass Residents' Association, another move for preservation was made by the Department of Conservation who released an ecological report on four marine reserve options covering the Eastern D'Urville Island area [see Appendix XXXIV]:⁴⁸

1. Northern Rangitoto Islands (Patuki);
2. Bonne Point to Whareatea Bay (Penguin Island);
3. South of Hapuka Rock to Paparoa (Haouka-Paparoa), or, alternatively, from Hapuku Rock to Oke Rock; and
4. South of Pakikauokiwi Point to the bay south of Fraser Head (Taipare)

The Taipare option was withdrawn from consideration (although it was included in the report for comparative purposes). Only the first two options border D'Urville Island, the remainder border the French Pass and outer Pelorus area. Of the four options, the Rangitoto and Hapuku Rock to Oke Rock were seen as having the, ". . . highest diversity of habitats and communities and the greatest ecological potential as a shallow rocky/soft substrata dominated marine reserve."⁴⁹ Rangitoto received a special mention as a notable area for its, ". . . extensive areas of bryozoans and a high diversity habitats and communities".⁵⁰ This area was seen as making a valuable contribution to the existing marine reserves in New Zealand.

However, Koata expressed concern about the proposed marine reserves around D'Urville and outlying islands, and the concerted effort by conservation groups in trying to dictate edicts over such reserves. Even

⁴⁶ Kaitiaki, [p.23].

⁴⁷ Paper entitled 'Submission Summary', D.O.C., Nelson. Lodged by the Minister of D.O.C., on the Proposed Resource Management Plan for the Marlborough Sounds, p.3, Ngati Koata Trust.

⁴⁸ Paper entitled Ecological Report on Four Marine Reserve Options - Eastern D'Urville Island Area, dated 1994, D.O.C., Nelson, p.3.

⁴⁹ Ibid. (1994), p.2.

⁵⁰ Ibid. p.2.

though Koata agree in principle with the idea of marine reserves, they felt that they could not, and should not, dictate where future generations ought to fish, and certainly should not close forever certain areas from fishing. To date little action has occurred over these proposals.

As the marine environment has been affected by overfishing and other activities, the establishment of marine farms by iwi and other people/organisations around D'Urville, in the Catherine's Cove and Woodsman's Bay area, have emerged as a way of further gaining economic benefits from the waters surrounding the island as well as having the benefit of conserving and preserving existing natural stocks of kai moana and fisheries.

Further restrictions though, on the iwi's right to harvest kai moana, occurred with the establishment of Foreshore Reserves, in particular the Local Purpose (Esplanade) Reserve DP 11331 created on subdivision of Lot 2 DP 11246 [see Appendix XV]. This reserve, which was created under the provision of Section 289 of the Local Government Act, 1974, vested to the Marlborough County Council in 1982, and subject to the provisions of the Reserves Act, 1977, fronts Turi Elkington's property (Lot 1 DP 11246). In 1989, Jim Elkington, on behalf of the owners of Lot 1, wrote to the M.C.C. seeking a revocation of this reserve.⁵¹ Concerns focused on the location of the reserve, placed between the owners and their kai moana, and the affront it showed to Ngati Koata by violating Article Two of the Treaty of Waitangi. Further, Koata believe that for the Crown to restrict the women's role of gathering shellfish, by the imposition of the foreshore reserve, was an insult to the mana of their menfolk. The reserve in question covers areas of paua, mussels, pipi and cockles transplantations. The iwi were taught, under the supervision of kaumatua, the art of transplanting and cultivating kai moana. They were firstly taught to transplant in front of their own lands and tribal lands. Access to this resource, respected by all, was out to the low water spring mark. With the introduction of the esplanade reserve, kai moana had now become common property and as a consequence, subject to abuse by anyone.

The Council initially had no qualms about the removal of the revocation and sought the Minister of Lands advice, who then passed it onto the Minister of Conservation for comment.⁵² Jack Hayward of D.O.C., Nelson, advised his Head Office that this issue was a sensitive one but believed Elkington had a case for a waiver based on treaty considerations in accordance with Section 4 of the Conservation Act, 1987, which required the Crown to interpret and administer as to the effects of the principles of the Treaty of Waitangi.⁵³ Hayward further commented that the '1872 ruling' that lands below high water mark resting with the Crown had been seen to abrogate the rights provided to Maori under Article 2 of the Treaty.⁵⁴ H.O. advised the Minister of Conservation that it may be possible for the creation of a Taiapure (local fishery area) under the Maori Fisheries Act, to protect the owners' use of their traditional fishing area.⁵⁵ However, the owners were adamant that no alternative to revocation was acceptable and pointed out the need to limit access to allow traditional sea food management practices to continue unhindered.⁵⁶

I wish to make it known that from Ngati Koata's position they owned right out into the water at one stage. In fact the law gave them 5 chains below low water mark which was in recognition of their kaimoana/shellfish gathering rights. Then the law changed to Spring low water mark and then the law changed wherever the tidal line is at any given time of the day and in some cases its now crept up to spring high water mark. In every case it's an erosion on Iwi's rights as landowners in D'Urville Island and as Tangata Whenua with

⁵¹ Letter dated 31/7/89, from Jim Elkington, Picton, to David Olliver, Blenheim, RES 151 (Vol 1).

⁵² Letter dated 26/3/90, from N.A.Morris, M.C.C., Picton, to Min. of Lands, Wgtn.; Memo dated 23/7/90, from Peter Lawless, Protection Manager, D.O.C., Nelson, to Ian Black, Regional Conservator, RES 151 (Vol 1).

⁵³ Memo dated 20/4/90, from Jack Hayward, Nelson, to MSU, H.O., Wgtn, RES 151 (Vol 1).

⁵⁴ Hayward and other personell from D.O.C., Nelson, were unable to shed more light on this so-called '1872 ruling'.

⁵⁵ Memo dated 9/5/90, from Murray Hoskings, Deputy D.G., H.O., to Min. of Conservation, RES 151 (Vol 1).

⁵⁶ Memo dated 23/7/90, from Peter Lawless, D.O.C., Nelson, to Ian Black, Regional Conservator; File Note, dated 17/7/90, from Peter Lawless, regarding meeting with some of the owners on land adjoining Esplanade Reserve, RES 151 (Vol 1).

manawhenua status on D'Urville Island, to first of all have their shellfish rights removed and then have their land band removed from Spring low water mark up to high water mark.⁵⁷

The Regional Office Solicitor of D.O.C., Nelson, prepared a brief on the issue of revocation:⁵⁸ The reserve came under Part XX of the Local Government Act, 1974. The Act provided for a strip of land no more than 20 metres in width along mean high water mark to be set aside, sufficient to provide reasonable public access to the sea. This intent is accomplished by a subdivision requiring the submission of a 'Scheme Plan' to have the esplanades reserve set aside if the land had a water boundary (under Section 270 (i)). Once the plan was approved, then the survey plan would be deposited and the reserves were vested to the local authority. Therefore the reserve adjacent to Turi's property was valid if the owners submitted a 'Scheme Plan' for the subdivision of land. As the land was held by Turi in fee simple pursuant to the Land Transfer Act, 1952, the Office Solicitor found it surprising that a waiver was not sought when the subdivision was made. Although there was no information about whether Turi Elkington knew, or was informed, that a waiver was possible. D.O.C. concluded that as a result of their investigations they found the reserve was validly taken as a subdivision, but emphasised that given the reserve's location and isolation, few people were likely to use it.⁵⁹ The department found no satisfactory case of revocation, and that any claim against such revocation was restricted to the 'guidance of legislation':

The Treaty of Waitangi guarantees (in article 2) undisturbed possession of Maori land. The New Zealand legal system has only recognised such a guarantee to the extent that it is acknowledged in statute law. In this case, the statutes directly involved - the Reserves Act 1977 and the Local Government Act 1974 make no reference to the Treaty. The Conservation Act 1987 refers explicitly to the Treaty in Section 4. Its application is, however, restricted to the interpretation and administration of that Act. In the opinion of the Department's solicitors, any applications to the Reserves Act is tenuous. The application of the Treaty is therefore limited in this case to the same degree as it applies to the constitution of New Zealand law generally.⁶⁰

In conclusion, D.O.C. formally invited the Marlborough District Council in October 1990, to reconsider the matter of revocation under Section 24 (1) (b) of the Reserves Act, 1977 (whereby the Council must advertise and receive public submissions in its intention in revocating the reservation status), and/or that the owners consider a claim through the Waitangi Tribunal, or approach the Minister of Conservation again. But in May 1991, the M.D.C. decided to retain the reserve and take no further action, although no reasons are given as to why.⁶¹

18.4. D'Urville Islets:

The islets around D'Urville Island are seen, not only nationally but also by local iwi, as possessing outstanding conservation values and potential. A number of islands received special attention by both the Crown and iwi as possible conservation sanctuaries worthy of full protection.

⁵⁷ Letter dated 5/10/95, from Jim Elkington, to Dave Olliver, Marlborough District Council, Blenheim, Ngati Koata Trust - I was unable to define which laws Jim was referring to.

⁵⁸ Memo dated 8/8/90, from Reg. Solicitors, D.O.C., Nelson, RES 151 (Vol 1).

⁵⁹ Memo dated 18/10/90, from Peter Lawless, D.O.C., Nelson, to Regional Conservator; Memo dated 24/10/90, from Peter Lawless, D.O.C., Nelson, to Ian Black, Regional Conservator, RES 151 (Vol 1).

⁶⁰ Memo dated 24/10/90, from Peter Lawless, D.O.C., Nelson, to Ian Black, Regional Conservator, RES 151 (Vol 1).

⁶¹ Letter dated 25/10/90, from Peter Lawless, D.O.C., Nelson, to M.D.C., Blenheim; Letter dated 31/5/91, from M.D.C., to D.O.C., Nelson, RES 151 (Vol 1).

18.4.1. The Trios (Kurupongi) [see also Chapter 15 (15.5)]:

The Trio islands have had no known human occupation and are almost completely covered in coastal forest, free of any mammalian predators (no kiore, European rats, mustelids). Their main conservation attraction are the abundant population of Tuatara, the giant weta, the King Shag colony, plus four species of lizards, a number of breeding species of burrowing seabirds, little blue penguins, diving petrels and Sooty, Fluttering and Fleishy footed shearwaters, and an array of rare native plants.⁶² The islands are regarded nationally as an important breeding ground for marine species which many people felt should be safeguarded against threats, such as fire and oil spillage.⁶³ Koata regarded the islands as a conservation sanctuary 'bank' where the nation's 'treasures' are locked away for security.⁶⁴

Tuatara are relics of the Gondwanaland biota. They are the sole survivors of the Order Sphenodontida, a group of reptiles which flourished 120-225 million years ago when dinosaurs roamed the earth.⁶⁵ This makes the reptile a species of international scientific interest and conservation concern. Mainland populations of this species became extinct in pre-European times and are today confined to offshore islands, where the population has varied from 7,000 in 1949, to around 55,000 today, on about 30 tiny islands in New Zealand.⁶⁶ They probably survived due to the lack of not only mammals, but also the guild of grazing and browsing moas that dominated the mainland.⁶⁷ Tuatara are postulated to be dependent on prions and other seabirds; they not only use seabird burrows but also prey on chicks and injured adults.⁶⁸

Tuatara did not survive on D'Urville Island, although Hayter occasionally found tuatara on Port Hardy Peninsula which suggested to him that they swam there from Takapourewa or some other offshore island.⁶⁹ Turi Elkington remarked in 1954 on how a farming couple liberated tuatara on Patuki in order to successfully control flies.⁷⁰ One suggestion made in 1918, by the Director of the Dominion Museum, as to why tuatara did not survive on D'Urville Island was because Maori killed them, as they feared the reptile to be evil.⁷¹ Another source believed that the majority of Maori had a 'wholesome dread' of tuatara and few would land on islands occupied by them, and those who did land would dare not interfere with the lizards.⁷² This is partially confirmed from Mai Haeta who recalled that no women ever set foot on Takapourewa because of the frogs and tuatara; it was only used by men in pre-European times.⁷³ The Director also surmised that owners of the islets were unfit for possession of any island on which tuatara still lived.

But the islands were not only important for tuatara but also mutton birding, which was a major source of food for D'Urville Island Maori. With the taking of Takapourewa and the subsequent denuding of the bush with replacement grasses not providing sufficient sustenance for the tuatara, this major food source was

⁶² Daugherty et al, p.17; File Note, dated 15/4/91, from Protection Manager, D.O.C., RES: 792.

⁶³ Folio entitled 'Important Vulnerable Wildlife and Wildlife Habitats in Outer Marlborough Sounds', dated 19/2/86, AANS Acc W3832, Wil19/8/2.

⁶⁴ Paper entitled, Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, 25 June 1995, Ngati Koata Trust, p.8.

⁶⁵ Ibid., p.7.

⁶⁶ Diamond J.M., New Zealand as an Archipelago: An International Perspective', in Ecological Restoration of New Zealand Islands, p.6; Ngati Koata Trust 'Tinui' (1995), p.5; Memo dated 1/6/49 from U.S., IA, Wgtn, to Minister of IA, Wgtn; advising of a population of 7,000 on 20 islands, IA 46/18/5 (Part 1).

⁶⁷ Daugherty et al, p.14.

⁶⁸ Ibid., p.14-15.

⁶⁹ Webber papers, p.3.

⁷⁰ Memo dated 18/3/54, from S.F.O., IA 52/182 (Part 1).

⁷¹ Memo dated 11/7/18, from Director, Dominion Museum, Wgtn, to U.S., IA, Wgtn, IA 1 52/182 (Part 1); see also Copy of Report, dated 31/3/14, from R.S.Wilson, Lightkeeper, Stephen's Island, to U.S., IA, Wgtn

⁷² Memo dated 10/12/25, from V.G., Val Dept., to U.S., IA, Wgtn, IA 52/182 (Part 1).

⁷³ WAI 95 Conference, 17/2/94, evidence of Mai Haeta, p.6.

drastically scaled down and, more or less, confined to the Trios. The Trios are seen as the next best alternative sanctuary (to Takapourewa) and of international importance where they breed exceptionally well, especially on the middle Trio because of its deep rich soil and stones of the island.⁷⁴ Prior to 1918, when fire partly destroyed the vegetation on the middle Trio island, around 200 young mutton birds were taken annually (although one report dated 1925 suggested that 300 to 400 birds were taken yearly), but by 1951 this had dropped to around 50.⁷⁵

Other notable wildlife unique to the Trios is the large invertebrate giant weta on the middle Trio, which is largely a herbivorous species of partly forested habitats.⁷⁶ The Carunculated or King shag was restricted to the southern portion of Cook Strait, with three known nesting sites, Sentinel, White Rocks and the Trios, although they may have expanded their nesting range to include D'Urville Peninsula. The colony on north Trio in the 1940s was estimated at between 50 and 70 birds but were often victims of 'wanton' shooting by local fishermen.⁷⁷ The shags feed mainly on small rock fish in the vicinity of their nesting places and are harmless to commercial fishermen.⁷⁸ Being by nature a purely antarctic breed, the King shag's presence in Cook Strait is of interest to biologists because the shags are outside their natural range.⁷⁹ This was because of the water currents mixing with the cold current of the 'Western Wind Drift' to the south of New Zealand, that drifts through Cook Strait.

The Government had seen the potential of these islands as a sanctuary for the Tuatara and King Shag species from as early as 1913, when the first tentative steps were taken for its procurement. The islands were considered the least disturbed and showed the greatest potential benefit for being preserved.⁸⁰ But these steps were put on hold because of the outbreak of World War I, and upon decisions on how the islands should be taken, and problems of installing a caretaker for the islands. In 1949, the Rare Birds Advisory Committee of Internal Affairs, passed a resolution that the islands be acquired by the Crown. Owners were adverse to selling if it meant a loss of birding rights, although they had expressed great interest in preserving the fauna. In 1949 John Kawharu was very keen to 'preserve' the island while Hone Mokau Kawharu was even prepared to give his interest to the Crown. Both realised that the preservation of the Tuatara and King Shag were of far more value to the nation, although Hone's father, Mokau, had emphatically told the Crown that he was prepared to burn the middle island unless he received no less than £1 per acre for the islands.⁸¹ In the 1950s it was agreed to preserve the islands as a Wildlife Sanctuary, while local Maori would retain the right to harvest muttonbirds.

In 1980, the Crown expressed concern about whether mutton-birding would be sustainable especially as the bird only started breeding after five years laying one egg per year, and because of the possible damage to burrows from the birders.⁸² It concluded that sustainable yields could not be met. The Maori view, however, was that they had been harvesting the bird for centuries and the amount taken was controlled by a strict tapu lifted

⁷⁴ Folio entitled 'Trios - Resource Information', dated 17/2/88, RES: 792; Folio entitled 'Trios Islands - Proposed Acquisition as a Sanctuary', n.d., IA 1 52/182 (Part 1).

⁷⁵ Memo dated 10/12/25, from V.G., Val Dept, to U.S., IA, Wgtn, IA 1 52/182 (Part 1); Folio entitled 'Trios - Resource Information', dated 17/2/88, RES: 792

⁷⁶ Daugherty et al, p.16; see also PRES: 862/1, Wildlife, Cook Strait Giant Weta, D.O.C., Nelson

⁷⁷ Memo dated 22/9/48, from R.A.Falla, Director, Dominion Museum, to U.S., IA, Wgtn, IA 1 46/18/5 (Pt 1), Tuatara, NA, Wgtn; Memo dated 8/6/49 from U.S., IA, to U.S., MA, MA 1 21/5/30, Trio Islands Purchase 1949-57, NA, Wgtn; Folio entitled 'Report on King Shag Colonies: Marlborough Sounds, 1957', dated 6/12/57, from S.F.O., to Conservator, H.O., IA 1 52/182 (Part 1).

⁷⁸ Folio entitled 'Trio Islands - Proposed Acquisition as a sanctuary', n.d., IA 52/182 (Part 1).

⁷⁹ Ibid.

⁸⁰ Letter dated 9/7/54, from W.H.Dawbin, V.U.W., Wgtn, to CCL, Nelson, RES: 792.

⁸¹ Letter dated 26/3/27, from Turner to U.S., IA, IA 1 52/182 (Part 1).

⁸² Memo dated 13/1/88, from District Conservator, D.O.C., Picton, to Don Bell, D.O.C., Nelson, RES: 792.

only for a limited season, thus preventing the over-exploitation of the birds.⁸³

18.4.2. Tinui Island [see also Chapter 15 (15.2.)]:

Uninhabited, Maori owned and farmed until the 1970s, Tinui Island has mostly reverted to scrub although several patches of original coastal forest remain (totalling about 12 ha).⁸⁴ In 1973, the Registrar of the Maori Land Court of Christchurch, approached the Chief Surveyor of Nelson, to enquire whether Tinui had the potential for a tourist venture.⁸⁵ He was advised that while the island was centrally based for fishing, there was only a small area of flat land with no water. Development costs were deemed too high and there was some doubt whether a return could be obtained from the expenditure.⁸⁶ However, this did not stop Koata looking at the tourism potential of the island and issued a paper in 1995, entitled, Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, which had two major elements for the conservation of the island:

1. To ecologically restore Tinui Island to a state as close to how it was before humans arrived in New Zealand as it is possible to attain; and to
2. Develop alongside this restoration a sustainable nature tourism venture to allow the public to observe the rare animals and plants reestablished on the island ecosystem, and to enable them to enjoy the natural beauty of the island environment and surrounding seas.⁸⁷

Realising the associations of animals and plants of the Rangitoto Island group (Whakaterepapanui, Puangiangi and Tinui) were very much different to those anywhere else in New Zealand, the iwi hoped to preserve their taonga for future generations, and with the increase in eco-tourism it was hoped that this restoration programme would be the basis of a successful nature tourism venture.⁸⁸ The ideal goal was to achieve a state as close as possible to its prehuman condition in semblance to a Cook Strait sea-bird island, with a complete forested island populated by nesting petrels and penguins, and inhabited by a wide variety of invertebrates (including the giant weta), reptiles (including tuatara), and forest birds.⁸⁹ Animals and plants that once were known to exist on the island would be reintroduced.⁹⁰ Conventional land use options such as farming and forestry, as well as marine farming, were considered neither economically viable nor sustainable. The sanctuaries of Takapourewa and the Trios were envisaged as a source of animals and plants for the restoration project. And in order to protect the surrounding marine environment, to both secure the terrestrial ecosystems and to enhance the ecotourism experience, marine reserve status for the Rangitoto Island group would have to be sought. Alternatively, a rahui could be enforced.⁹¹ Finally, Koata concluded it would be possible to include a cultural/historical perspective with guides recounting the Maori and early pakeha history of the area.⁹²

⁸³ Folio entitled 'Trios - Resource Information', dated 17/2/88, RES: 792.

⁸⁴ Paper entitled, Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, 25 June 1995, Ngati Koata Trust, p.2.

⁸⁵ Folio 642, Letter dated 12/4/73, from Reg., MLC, Chch, to C.S., Nelson, L&S 20/13 (Part 4).

⁸⁶ Folio 643, File Note, n.d., L&S 20/13 (Part 4).

⁸⁷ Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, p.1; It is desirable that Tiritiri Matangi Island, north of Auckland city, would serve as a model for what could be achieved on Tinui.

⁸⁸ Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, p.3.

⁸⁹ Ibid., pp.1&4.

⁹⁰ Seabirds (penguins, gulls), forest birds (bellbird, tui, kereru, ruru, kakariki, kaka, fantail), lizards (common gecko and common skink) and insects.

⁹¹ Tinui - A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture, pp.9-10.

⁹² Ibid., p.11.

The greatest benefit for the iwi was the preservation of part of the area's heritage/taonga, and to allow their mokopuna to see what New Zealand was like in the time of their forebears, to enable them to gain respect for the natural world.⁹³ The project would also create employment for local iwi, and once up and running (10 years before the tourism business can be fully established) to be able to generate a financial income. However, before the project can proceed it needs the support of the Tinui owners who must realise it is a commitment in perpetuity. A detailed feasibility study would then be undertaken, followed by a campaign to obtain funding, with several interested groups, namely D.O.C., the World Wide Fund for Nature, and the Marlborough Regional Development Board, already expressing support for some aspects of the project.⁹⁴

A further report, entitled 'A Review' of the Tinui proposal' elucidates on several aspects of the project and the feasibility of it.⁹⁵ The Ture Whenua Act, 1993, requires 75% owner approval which is not achievable without the Rene's consent, as they possess 39% of the island's shares; the future of this island is dependent on their approval. The Rene family could conceivably use their voting power at their discretion to control the island's developments, especially as the island's worth is estimated at between one to three million dollars.

18.4.3. Whakaterepapanui Island: [see Chapter 15 (15.4)]

Gazetted as a recreation reserve, this island has a long axial ridge rising to 225 metres above sea level, with steep faces and gullies down to the coast. Until recently, the island was used for agricultural purposes, namely, sheep grazing. It is now covered by a rank mixture of native and exotic grasses and herbs. Several remnants of the former forest cover remain with regeneration beneath the canopy accelerating following cessation of grazing. G.Y. Walls reported in 1981 that two 'unexpected' plants had turned up on the island, 'fierce' lancewood *Pseudopanax ferox* (considered rare and local) and *Arthropodium candidum* (usually restricted due to its palatability to herbivorous mammals; this species is considered small, but occurs in a larger form on this island).⁹⁶ Norway rats and kiore are also present. He also reported that the potential for natural return to forest of most of the island's pasture was good. Ngati Koata hope that if they are able to secure title to Puangiangi, they then could approach D.O.C. regarding Whakaterepapanui's revegetation and transfer of rare animals, adding it to the restoration project of Tinui.⁹⁷

18.5. Conclusion:

From a traditional mindset of sustainable exploitation of resources to the decimation, or decline, of those resources, the emphasis has turned to one of a dual nature: the need to preserve those taonga and areas of special importance to iwi, whilst seeking to exploit them with minimum impact to support a viable economic base for the benefit of the iwi.

D'Urville and its surrounding environs, containing considerable conservation values, are unique to New Zealand. Realising the importance of the area, Koata (and Kuia on a peripheral scale) seek to establish an ecotourism base around D'Urville, with emphasis on the cultural, historical and tribal history, and the need to

⁹³ *Ibid*

⁹⁴ *Ibid*, p. 13.

⁹⁵ Paper entitled 'A Proposal for Ecological Restoration and the Development of a Nature Tourism Venture - A Review' [no specified author], Ngati Koata Trust, [pp. 1-2].

⁹⁶ Letter dated 10/4/81, from Geoff Walls, DSIR, Botany Division, Nelson, to Brian [no other details] - enclosing a report of a trip around the northern part of the Marlborough Sounds; Paper entitled 'Ecological Report on Four Marine Reserve Options - Eastern D'Urville Island Area', dated 1994, D.O.C., Nelson, AANS Acc W3832, Wil19/8/2.

⁹⁷ 'Notes from Meeting with Ngati Koata, D.O.C. Office, 14/11/95, MAN:019, D'Urville Island, Management Plans 1995, D.O.C., Nelson.

conserve the area for future generations so they may too, benefit in the area's incomparable qualities.

CHAPTER NINETEEN ~ OTHER RESOURCES ~

19.1. Introduction:

During much of their occupation of Te Tau Ihu, land was a pivotal centerpoint to Ngati Koata and Ngati Kuia's survival (excluding fisheries). Without this central base, exploitation of the peripheral resources (eg. mutton-birding, fowling) could not be undertaken. However, much of both Koata and Kuia's land resources were sold to the Crown under the Te Waipounamu Purchases of 1853-56, although small land reserves were excluded from sale, and further reserves were added in later years in lieu of the inadequacy of the Te Waipounamu reserves.¹ Problems to emerge from these reserves boiled down to the aspect, quality, and the accessibility and expertise to utilise them for the benefit of all iwi members. Ngati Kuia had little land on D'Urville Island after the 1820s, apart from that obtained through intermarriage with Koata. Kuia's other resources then, were generally parochial to the Pelorus area and, later, a few other smaller areas of the Marlborough Sounds. D'Urville Island and the Croixelles became the domain of Koata. This Chapter shall look at these land resources and a case study of Ngati Kuia's exclusion from the use of the Chetwodes and Titi Islands for the harvesting of mutton-birding. (a similar case study of Koata's exclusion from Takapourewa (Stephens Island), also a major source of birding, is to be researched in some depth under the umbrella of the Wai 262 claim)

19.2. Te Waipounamu Purchase (1853-56):

In 1854, Government agents Jenkins and Brunner visited the areas of Kaiaua, Pelorus and other places for the delineation of Native reserves for Kuia and Koata under the Te Waipounamu purchase. Their first visit was to the Koata settlement of Kaiaua, located at the mouth of the Croixelles Harbour, where they met with two chiefs who outlined Koata's proposed boundaries for reserves at Whangarae, Anakiwi (Okiwi) and Whangamoa Bay. Jenkins reported that the Crown thought Koata had no need of Whangamoa because there appeared enough reserves for the iwi as it was. But, as a conciliatory gesture, agreed to concede 100 acres at Whangamoa.² Why Jenkins and Brunner did not go to D'Urville Island itself is unclear; perhaps Kaiaua was the main Koata settlement at this time, or that they had arranged to meet the chiefs there. There appears to be no later tribal dispute in regards to the actions of these two chiefs, indicating that they probably had the 'authority/mana' to specify Koata's reserve needs.

At Pelorus, Jenkins and Brunner met Ngati Kuia who, although many within the iwi were strongly opposed to the selling of their land, still wished to share in the sale proceed. They, perhaps reluctantly, showed the reserves they wished to retain, including all their urupa.

Under the Te Waipounamu purchase Ngati Koata and Ngati Kuia ceded their land interests to the Crown but were allowed several hundred acres of reserves for each of their respective needs. Koata obtained reserves at the Croixelles, including D'Urville Island:³

¹ See Phillipson's Rangahaua Whanui Series, Northern South Island District Report (District 13), Chapters 8-9, pp.127-184.

² Mackay Vol II, p.297.

³ A3 folio entitled, 'Nelson Land Deeds', n.d., MA 13/51; Plan attached to Deed of Sale for Ngati Koata, No. 11, dated 5/3/1856, LE 1 1872/200; Deed No. 10, dated 5/3/1856, LE 1 1872/132; MacKay's Compendium Vol II, p.337.

Table 20.2a.Reserves Allotted to Ngati Koata under the Te Waipounamu Purchase (1853-56)

<u>Name of Reserve</u>	<u>acreage allocated</u>
Lake at Kaiaua	476
Kaiaua was allocated to Maka Tarapiko under a Crown Grant in 1865 ⁴	
Okiwi	400
Whangarae	600
Onetea	20
Wangamoa [Whangamoa]	100

The Whangamoa block (Whakapuaka) was hotly disputed between Ngati Koata and Ngati Tama. The case involves Tama's occupation after the raids of Te Rauparaha and allies in the late 1820s. The Mitchells' report provides a very good account of the occupation rights of Whakapuaka which saw Koata lose any claim over the land.⁵

Kuia received reserves in the Pelorus and Kaituna Valleys as well as the inner Pelorus Sounds (the unbracketed acreage figure refers to the map attached to the Deed of Sale showing reserves set aside; bracketed figures are actual acreages reserved for Ngati Kuia under the Native Reserves Act, 1856):⁶

Table 20.2b.Reserves Allotted to Ngati Kuia under the Te Waipounamu Purchase (1853-56)

<u>Name of Reserve</u>	<u>acreage allocated</u>
Te Hora (Pelorus)	150 (230)
Otipua (Arorangi)	(138)
Orakauhamo	50 (50)
Ruapaka	14
Hapara (Te Rakauhapara)	26 (46)
(believe this incorporates Ruapaka)	
Takapauaraunga (Takapawharaunga)	60 (130)
(Te) Parapara	10 (27)
"Rangiawe" Pa (Kaituna No.2)	100 (100)
[Rangiawe was awarded to Huru Kopapa, a Ngati Kuia leader ⁷]	
Kaiowahine (Kaituna No. 1)	200 (200)
Oruapuputa (Makihipawa)	70 (67)
Urupa	not given

Ngati Kuia lands sold to the Crown through the Deed of Sale, viz, Hoiere and Kaituna, were regarded as rich agricultural lands with 'fine' timber containing some of the densest podocarp forest in the region, while Mahakipawa was to become an area of gold-diggings.⁸

⁴ NZ Gazette, No. 2, 14/1/1865, pp.9-10.

⁵ Mitchell's, WAI 102, A-5, Chapter 17, pp.96-98.

⁶ A3 folio entitled, 'Nelson Land Deeds', n.d., MA 13/51; NZ Gazette, No. 7, 7/2/1889, pp.144-145; Plan attached to Deed of Sale for Ngati Kuia, No. 6, dated 16/2/1856, LE 1 1872/200; Index of Reserves to Nelson, Moutere, Motueka, Marlborough and Golden Bay - showing allocation of Ngati Kuia and Rangitane reserves, MA-MT 6/19.

⁷ AJHR, 1888, Vol II, G-1A, p.1

⁸ AJHR, 1874, Vol II, G-6, p.4; NZ Official Yearbook, 1892, WPL - pp. 242-3

9.3. Native Reserve Status:

Pertinent to both iwi from the 1850s purchases was the emergence of a common problem: the relative smallness of the reserves, exacerbated by encroaching European settlement. Governor Grey had advised Earl Grey in April 1847, that Maori would need more than just reserves for cultivation, as they supported themselves by the harvesting of fern root, fishing, maintaining eels and ducks, along with the need for 'extensive runs' for wild pigs:

... to limit them to lands for the purpose of cultivation, is in fact, to cut off from them some of their most important means of subsistence, and they cannot be readily and abruptly forced into becoming a solely agricultural people. Such an attempt would be unjust, and it must, for the present, fail, because the natives would not submit to it: indeed they could not do so...⁹

Realising the magnitude of the problem, the Crown was to introduce three types of Maori land ownership over the latter half of the 19th century: firstly, the Te Waipounamu Reserves (constituted under the Native Reserves Act, 1856) and Crown Grant (under the Crown Grant Act 1862), with the later introduction of the Landless Native Reserves (Landless Natives Act, 1906).

By the 1880s, most of the Kuia reserves were in occupation by the iwi, except the 200 acre Kaituna block and Mahakipawa which were under lease.¹⁰ Koata, in turn, were only occupying the Whangarae block and letting out Whangamoā; Onetea and Okiwi remained idle. Many Maori wanted the northern part of Whangarae to be set aside as a Township, but although this never eventuated, a number of houses were erected in that area.¹¹

Some Maori were doing very well out of their reserves. In 1866, for instance, Hemi Whiro, as one of the lessors, sold the timber rights of some 200 acres in the Kaituna Valley [Kaituna No. 1], for 1/2d per 'running' foot, "... as it is delivered on the Bank of the River, the same to be paid, every [50,000] feet running measurement."¹² In 1876 he sold Section 46, Town of Havelock, to George Crichton for the sum of £212¹³, and then leased to Mary [Sivillian], Baker, Section 50, Town of Havelock, on a renewable term of seven years at a rental of £6 per annum.¹⁴

But for many other not so fortunate Maori, the reserves became hopelessly inadequate with many facing serious economic strife. In 1865, MacKay reported on the suitability of the Te Waipounamu reserves to the Native Minister.¹⁵ For the Pelorus reserves, MacKay remarked:

As these allotments are nearly of one character it is needless to particularise them. The land is of very good quality on the whole, but liable to be flooded. A portion of these reserves might be set apart, if the natives would agree to it, for the purpose of raising a fund for Medical attendance on the Natives and for other purposes.

As for the Croixelles reserves, he observed that:

⁹ Phillipson, Rangahaua Whanui Series, p.132, citing, Col. McLverty to G.Grey, 8 April 1847, GBPP 1847-48, vol 6, 892: p.40.

¹⁰ *AJHR*, 1883 Vol II, G-7, p.7.

¹¹ Ne M.B. 6/329.

¹² 'Memorandum of Agreement', dated 8/1/1866, MA 13/51; *AJHR*, 1883 Vol II, G-7, p.6, states that Kaituna No. 1 is being 'let', believe this to be the timber lease. Ihaka Tekā (who I believe is Ihaka Tekateka, is half Koata and half Raŋgitane/Kuia/Apa descent), and Hemi Whiro (who is of Kuia/Apa descent), are both lessors.

¹³ Memorandum of Agreement, dated 1/6/1876 between Hemi Whiro Towakarere and Crichton MA 13/51.

¹⁴ Memorandum of Agreement, dated 28/11/1877, between Hemi Whiro and [Sivillian?], MA 13/51.

¹⁵ Memo dated 6/12/1865, from MacKay, to Native Minister, MA-MT 6/19.



The Reserves although large, are very useless, consisting chiefly of rough hill sides, the land is very poor, so much so, that the natives have been induced to purchase land for cultivation from the Provincial Government at Nelson.

A further report in 1872, found that Maori of Marlborough were finding their reserves too small for hunting and fishing, reiterating that they, like the Croixelles Maori, were purchasing land from the Provincial Government.¹⁶ Although the Provincial Governments of the time appeared to actively oppose Maori procuring further land holdings.¹⁷ Repeated failures by the Crown's obligation to its terms of purchase, with respect to the provision of reserves for iwi, saw years of petitions and delegations to the Government.¹⁸ Mitchell remarks that the problem of landlessness was more acute in the Marlborough Sounds vicinity than the Nelson region where Nelson Maori had secured at least part of their Tenth's estate and/or Occupation Reserves through Spain's Awards, while some had also managed to retain large tracts of Original Native Title.¹⁹ Many petitions were written to the Crown regarding the inadequacies of their respective reserves. In 1884, Te One Hiporaite and others, of Te Hoiere (Pelorus), petitioned the Government on the smallness of their Ngati Kuia reserve, requesting more land be given to them.²⁰ The Native Affairs Committee reported:

[that the petitioner's] . . . land is insufficient for their reasonable wants, and that a moderate provision for them should be made. It seems that the original grant amounted to only about 6 1/2 acres per head, which was sufficient so long as the Natives had the run of the neighbouring unoccupied lands. The lands are now hemmed in by European occupiers, and they are thus confined absolutely to their own holdings. Their land also is subject to destructive floods, to their very great loss, and necessitating special help from the Commissioner.

MacKay reported to similar effect in 1887:

The acreage set apart for Native purposes . . . , averaged over the whole number, amounts to seven acres per individual, and had the Natives not supplemented the quantity by purchasing Crown land they would have been very badly off. They did not feel so much the want of an increased area in the early days while the country was only sparsely populated by the Europeans; but, as they are now hemmed in on all sides, and their requirements are much greater than in former times owing to their food supplies being cut off or considerably interfered with, they now find that the land set apart for them, for the reasons stated as well as other causes, is inadequate to their wants.²¹

In 1896, Haimona Patete and Meihana Kereopa also petitioned the government for land for farms for the people of Ngati Kuia and Rangitane.²²

As a result of these dissensions, a series of hearings in the Native Land Court eventually saw, in 1892, the allocation of 6,111 acres for reserves to be allotted according to 'ahi kaa'.²³ From the lists of allottees drawn up, around 106 people indicated they were of Ngati Kuia descent with six from Ngati Koata, although

¹⁶ MacKay, Vol III, p.312.

¹⁷ Phillipson, G. Northern South Island (Part II), p.12.

¹⁸ Mitchell's, A-5 Chapter 21, p.121.

¹⁹ Mitchell's, Unpublished MSS, Chapter 8, p.137.

²⁰ Petition No. 32, dated 18/9/1884, from Hiporaite et al, MA 24/9, Misc Papers, Petitions to NA Committee, 1883-1912, NA, Wgtn; *AJHR*, 1884 Vol II, I-2, p.11.

²¹ *AJHR*, 1888 Vol II, G-1A, pp.1-2.

²² Letter, dated 21/9/1896 from Patete and Kereopa, Havelock, to the Surveyor-General, Wgtn, L&S 1 39869.

²³ Mitchell's, A-5, Chapter 21, p.122.

some Koata people, like Ihaka Tekateka and Haimona Turi (aka Haimona Patete), gave Ngati Kuia as their iwi reference.²⁴ Cath Hemi intimated that a number of the Ngati Kuia people were distinctly Ngati Apa as both iwi are closely linked on ancestral lines and they may have aligned themselves to Ngati Kuia in order to secure land.²⁵ It must also be remembered that people from both Koata and Kuia obtained shares in other reserves in the Sounds as well as succeeding to lands through succession, marriage and other tribal affiliations (including bequeathments). Some Ngati Kuia, probably through other tribal affiliations, seemed to have received significant interests in the Port Adventure Landless Native Reserves at Stewart Island, although further investigation would need to follow up this source.²⁶

The reserves allocated to both Kuia and Koata descendants were gazetted Landless Native Reserves in 1897, and later vested under the Landless Natives Reserves Act, 1906:²⁷

Table 20.3a.
Reserves Allotted to Landless Natives, Marlborough Sounds (1897)

<u>Names of Reserve</u>	<u>acreage allocated</u>	<u>Number of Original Owners</u>
Port Gore	1,658	54
Edgecombe Point (Bakers Bay, Mint Bay and Dryden Bay area)	358a 1r 3p	10
Endeavour Inlet (Nugget Bay and Karaka Bay area)	8461a 3r 17p	26
Big Bay	949a 3r 22p	28
Kenepuru	1138a 2r 3p	30
Whangarae	377a - 23 owners	

But, just as the reserves set aside under the Te Waipounamu purchase proved inadequate by their limited size, the Landless Native reserves proved inadequate by their ruggedness, uneconomic and often inaccessible aspect. The Liberal M.P., A.L.D. Fraser described these lands as:

. . . bushcovered, unapproachable by road or in any other way than by balloon, or in some cases by steamer.²⁸

H.K. Taiaroa contrasted these reserves to the treatment of 'landless Europeans' under the Liberal Government's Land for Settlement Acts of 1892 and 1894:

The . . . Administration did not take the trouble to allocate land of the right description and in proper

²⁴ L&S 1 39872, Nominal Role and Land Schedule for Landless Natives in Marlborough Land District, 1894

²⁵ Cath Hemi, (9/6/96).

²⁶ Register of Landless Natives, Port Adventure (referred to in Parliamentary Paper, G-2 of 1905), L&S, H.O., Wgtn - copy given by Brent Harper, Crown Law Office, Wgtn; see also Manuscript regarding Claimants from the Northern End of the South Island, Extracts from a book held by Herietta Beatrice Thomas, containing minutes of the 'Board of Examiners' investigating claims to Ngai Tahu reserves, dated ca1922 (held by John Bradley, Levin).

²⁷ NZ Gazette, No. 93, dated 4/11/1897, pp.1986-88; MA 81/1, 1914 Royal Commission on Landless Native Reserves [unnumbered pages] - gives lists of ownership lists for all bar Ōkoha and Whangamoa; Extract entitled Ngai Tahu Land Rights, 1987, Harry Evison, Ngati Apa Ki Waipounamu Research Trust, p.66 - for Whangarae acreage and number of owners; MA Acc W1369, Paper entitled 'Native Reserves in the Colony, 1900', NA, Wgtn, for Ōkoha acreage; there are other reserves with Kuia interests, but I have chosen to highlight, predominantly, the Ngati Kuia reserves, by comparing the L&S Schedule of Landless Natives (1894 - see footnote 23 above), to the list of owners noted in the MA 81/1 document.

²⁸ NZ Parliamentary Debates, 1905, p???

locations . . . , as has been done in the case of land acquired under the Land for Settlement Acts for the purposes of promoting and fostering European settlement throughout the colony . . .²⁹

Despite the inadequacy of both forms of reserves, in which many were not even in occupation, and little land improvement had occurred with the landless native reserves, the process of settling reserves was far from over.³⁰ In addition to the above reserves there were another 6,442 acres that had been set aside in the Tennyson Inlet for allocation to a further 175 people.³¹ This land was considered inaccessible, steep and of very poor quality. A large portion was later taken as scenic reserve with a cash payment made as compensation to the entitled owners in lieu of a grant of land.³² The dissent over the inadequacy of the Landless Native reserves continued until a Commission of Inquiry in 1914, which dealt firstly with the land set aside at Tennyson Inlet. There was some thought from the Commission about providing some land in the Opouri Valley instead of Tennyson Inlet but this did not eventuate. Probably because the Crown considered the Opouri too highly valued for, firstly, its timber, and secondly for its farming potential. As a consequence, Maori asked for and received land in the Wairau district.³³ In response to the dissent over the size inadequacy, the Commission reported on the state of the landless reserves:³⁴

Okoha Block - . . . fairly good land. Some of it is heavily timbered, but as there are no sawmills in the vicinity the timber is not being turned into account. . . some forty natives reside there. They have cleared 300 acres, which they allege carry over 700 sheep. The soil is better than that of the other blocks in Queen Charlotte Sound, but it would cost over £2 an acre to clear the heavily wooded parts.

Endeavour Inlet, . . . contains some fairly good land, of which 83 acres are under lease. The balance is in the occupation of the Native owners, who are improving their holdings and seem to be satisfied with their prospects of success.

Kenepuru, . . . part [of block] has not been allotted. Nearly the whole of the land is under lease for a term of twenty-one years [to Beech, who also brought portions of the block], and the lessee has effected substantial improvements.

Big Bay contains some heavy bush land. Part of the block has been leased, and certain improvements have been made.

Edgecombe Block . . . , is leased to one of the owners [Haimona Pâtete], and is occupied.

The Commission found that despite some notable improvements made on the various reserves since their inception, most had not been occupied by beneficiaries, who were noted as being poor, surviving by fishing, shearing and/or working for the local Europeans.³⁵ The Commission concluded that lack of occupancy by beneficiaries was because the reserves were located too far from their respective homes, the grantees were too

²⁹ NZ Parliamentary Debates, 1905, p 375.

³⁰ 'Native Reserves in the Colony', 1900, MA Acc W1369, (Paper for the Legislative Council) - gives Section and Block Numbers for each reserve. Some of the acreages may differ slightly which may be a result of sales or amended surveys; see also L&S 1 39882, Landless Natives, South Island, NA, Wgtn.

³¹ Mitchell's, WAI 102, A-5, Chapter 21, p.12.

³² Folio 921, Letter dated 4/8/87, from D.G., H.O., Wgtn, to C.S., Nelson, L&S 20/13 (Part 5).

³³ MA 81/1, p.25.

³⁴ *AJHR*, 1914 Vol II, G-2, pp.6-7; MA 81/1, passim; L&S 1 39869, Landless Natives, Marlborough, General, NA, Wgtn - provides descriptions of reserves mentioned.

³⁵ MA 81/1, pp.13 & 20.

young or too old to relocate, and the mere fact that the land was not suitable for subdivision. To remedy this situation, the Native Land Amendment Act, 1914, provided that where land was not occupied it could be vested in the South Island Maori Land Board in order to be leased, with the proviso that beneficial owners have preference in leasing.³⁶

However, the main hindrance to development was not just the lack of occupancy, but more directly, the lack of financial support. The Commission was told by Parata that many of the Natives wished to have the same facilities as Europeans to access finance to improve their land.³⁷ Peter MacDonald added that some of the Marlborough reserves had been improved by hard work with no access to funds, but further development was impeded by lack of finance. He suggested that Trustees be appointed to the reserves, and added that Section 335 of the Native Land Act, 1909, be amended to allow Maori to be on the same footing as Europeans. Hemi Whiro, with reference to the Okoha reserve, remarked of the owners desire to erect a mill to clear the land but could not proceed due to a lack of financial assistance, "We have nothing to keep us going while we are clearing the land."³⁸ He suggested that the reserve be divided up into family blocks and financial assistance granted. The Commission did recommend, among others, that Section 335 be amended to allow access to loans from the State Loan Department, and the vestment of all the reserves to be held in trust for the owners.³⁹ It is difficult to know what improvement were gained, if any, from the Commission's recommendations. Documentation for the Okoha settlement revealed finance was still an hindrance for further development. Only 100 acres were felled since 1914. Coupled with the finance situation was the interference from other holders in each block:

Each Native has a share in the Blocks, so you can under-stand the difficulty one person would have to contend with if he endeavoured to work the ground.

E. Mason . . . being of a domineering type, has just carried on and done something. His success has perhaps aroused a certain amount of jealousy among the other families and the whole block is not a very harmonious pa..

The report commented on the non-productive nature of the block due to the above problems, with many owners having to rely on outside work for a living. A recommendation was for the block to consolidate its holdings in order to expand its sheep and fat lamb productions.

By the 1960s, many of the reserves were unoccupied, reverting to scrub and light bush, and/or in rate arrears.

19.4. Chetwodes (Nukuwaiata and Te Kakaho) and Titi Islands (Motungarara):

One of Ngati Kuia's main traditional food resource were the Titi and Chetwodes Islands in the outer Pelorus Sounds which provided them with karaka, muttonbirds and other foods.⁴⁰ These islands were allegedly sold with the Te Waipounamu purchase.⁴¹ The islands were reserved in 1901, for the protection of native flora and fauna and later classified as a Nature Reserve in April 1978, under the Reserves Act, 1977.⁴² This seems in

³⁶ CFRT, Maori Land Legislation Manual, pp.294-5.

³⁷ MA 81/1, p.16.

³⁸ MA 81/1, p.22-3.

³⁹ AJHR, 1914 Vol II, G-2, p.9.

⁴⁰ Letter dated 27/2/81 from Chairman, M.S.M.P.B., Blenheim, to Director, Wildlife Service, IA, Wgtn, AANS Acc W3832, 18/4/4, Mutton Birds, Seasonal Reports, 1969-82, NA, Wgtn.

⁴¹ MacKay Vol I, pp.315-316.

⁴² NZ Gazette, 1901, page 2034; Letter dated 10/3/82 from Sec., M.S.M.P.B., Blenheim, to Director, Wildlife Service, IA, Wgtn, AANS Acc W3832, 18/4/4.

contradiction to an assurance that Parata had received in Parliament, in 1901, when he questioned the Minister of Lands as to the preservation of two islands for the Ngati Kuia iwi as fishing-places and mutton-bird preserves (from all accounts, Titi and Chetwodes).⁴³ Confirming such a promise had been given, the Minister then added that residents in the district had approached the Crown to request that the two islands be preserved as nature reserves for the preservation of native fauna, flora and scenery, rather than be returned to Ngati Kuia. It was surmised that Ngati Kuia may have destroyed the islands if they were returned. The Minister concluded by giving an hollow assurance that Kuia would still, " . . . have a perfect right to go there, just as Europeans had.", and that this assurance would be gazetted to that effect.

Ngati Kuia disputed that these islands were given to the Crown and made several approaches to the Government for redress. In April 1913, Ngati Kuia approached the Minister of Lands asking for title to the islands which had supplied their people with food for some '200 years'. After an investigation, Ngati Kuia were refused title, although details are not given as to why.⁴⁴ Another approach was made in March, 1918, from the Ngati Kuia settlement of Okoha, who sought a continuance of privileges and sole rights to take muttonbirds and approval to form a committee of management to ensure that all conditions under the Scenery Preservation Act, 1908, were compiled with. The Minister gave his approval in September of that year for Kuia to land on the Inner Chetwodes (Nukuwaiata) and Titi Islands, for the sole purpose of obtaining fish, koura and muttonbirds, and on the establishment of the committee of management. The agreement was signed by Kipa Hemi Whiro and Pou Hemi Whire[sic], on behalf of Ngati Kuia. Policing was left to a trusteeship of elders.

Maori used to collect around 2,000 birds per year but this was reduced to 1,000 in 1955, probably due to a decline in bird numbers.⁴⁵ This agreement worked fairly well, although there were reports of various problems regarding poaching by 'unauthorised' Maori. Following several complaints about poaching and fire dangers, the Commissioner of Crown Lands made up a new agreement in 1933, affirming the original agreement but extending the landing rights to also contain the Outer Chetwodes (Te Kakaho), Te Kioire and the Haystack Islands. This was signed by the three appointed 'trustees' of Titi Island: Pou Hemi Whiro, Wiremu Waaka and Temutini Meihana. The traditional methods were to be used as a condition. This permission extended to about 12 families living in Canvastown, Havelock, Grovetown, Spring Creek, Picton, Endeavour Inlet and Okoha. Each February, one of the Trustees would notify the CCL of a period (usually one or two days in March) suitable for the taking of muttonbirds and the CCL would then notify the families concerned, although there was often some bickering and initial dissension regarding who was and was not eligible.

With the introduction of the Wildlife Act, 1953, the mutton bird became a protected bird and the permission of the Minister of Internal Affairs was required before it could be taken. In 1960, the Wildlife Service, concerned about poaching and diminishing numbers of birds, recommended that harvesting of mutton-birds be prohibited. As a result, the Trustees were told a moratorium was to be put in place prohibiting the taking of muttonbirds for five years, and in 1964 this prohibition became permanent despite strong opposition. The reasons given were that the bird population was not sustainable (the presence of absolutely protected flesh footed shearwater made it very difficult to distinguish from the more common sooty shearwater), and that there was supposedly little interest in taking birds. Maori approached the Marlborough Sounds Maritime Park Board in 1981, to allow them to harvest muttonbirds on a mutual agreed figure. The Board was hesitant to acquiesce to this request unless poaching was eliminated or drastically reduced. A number of unsuccessful requests have been made since for the taking of birds.

⁴³ NZ Parliamentary Debates, 1901, dated 2/10/01, p.115.

⁴⁴ Letter dated 27/2/81 from Chairman, M.S.M.P.B., Blenheim, to Director, Wildlife Service, IA, Wgtn; Letter dated 10/3/82 from Sec., M.S.M.P.B., Blenheim, to Director, Wildlife Service, IA, Wgtn, AANS Acc W3832, 18/4/4.

⁴⁵ Folio entitled 'Précis of File 46/5/11, Titi Islands', undated - reduction in numbers noted under heading '1955', AANS Acc W3832, 18/4/4.

19.5. Present Day:

It would be fair to conclude that Maori were disconcerted to find themselves subject to an alien regime of restrictions over their reserves and access to financial aid, which ran counter to what the Treaty had promised. In many cases the landless reserves have been subdivided into smaller partitions with multiple ownership hindering most development, and, in many other cases, becoming crippled by unpaid rates. For instance, in 1995, owners wishing to develop forestry on the large Kenepuru block were incapacitated by the debt of \$10,000.00 in unpaid rates that had accrued over many years.⁴⁶

The Crown was also reticent in, firstly, providing protection against the sale of landless reserves and the reserves constituted under the 1856 Native Reserves Act, and secondly, providing easier access to financial assistance. In doing so, it prohibited Maori of today possessing the security of a more solid economic base. For instance, a large proportion of the Pelorus Reserves (except Orakauhamo, Ruapaka and Te Parapara) covering exceptional diaring land, are now in European hands. The Crown was even instrumental in diminishing the holdings of some of the reserves in Maori hands by purchasing areas of Okiwi Bay, Whangarae, Big Bay and Edgecombe Point for scenic reserve, leaving, in the case of Big Bay and Edgecombe, a number of three acre sections, and one three acre section, reserved in joint ownership between Ngati Kuia and Rangitane, as a Maori bathing place and fishing ground.⁴⁷ The complication in assessing the sufficiency of the reserves and how much extra land Maori procured, is difficult to assess due to a lack of information. A more indepth investigation into the reserves would need to be undertaken to provide a clearer picture of the injustices Ngati Kuia and Ngati Koata incurred.

⁴⁶ Personal letter, n.d. [1995], from Rex Rodley, Chaytor's Rd, RD3, Blenheim, to Anthony Pātete, Wgtn.

⁴⁷ *NZ Gazette*, 13/4/1972, No. 31, p.788; see MA 1 5/5/122, Gore Block Sec 49E1 & E2, 1927-58 for details of land taken as Scenic Reserve; for Edgecombe partition, see Wn M.B. 39/6-7; for Okiwi and Whangarae, see folio 750 - Letter dated 1/10/80 from Reg., MLC, Chch, to C.S., Nelson, L&S 20/13 (Part 4).

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