AUCK 1839 -J1

Agreement for a Township at Ohinemutu, between Francis Dart Fenton, for the Government of New Zealand, and the Chiefs of Ngatiwhakaue, Ngatirangiwewehé, and Ngatiwenukukopako, the supposed owners of the soil: —

1. The land from the West end of Te Puketoa to Puerangaa Stream, and from the Lake Rotorua up to the mountains, must be investigated; and the ownership thereof certified by the Native Land Court of New Zealand, excluding the Native Village of Ohinemutu, as hereafter defined. With this view, a claim defining the boundaries must be immediately sent in to the Registrar of the Native Land Court.

2. Immediately on the receipt of the Claim, Mr. Smith, Chief Surveyor, will survey the land comprised therein. As soon as possible afterwards, the Court will sit at Ohinemutu.

3. As soon as the land is surveyed, Mr. Smith will set off the town in the manner partially indicated to Te Amohau and the other Chiefs, this morning. The particulars of the Town are as follows: —

Certified as a correct translation of the original except as to those clauses on pages 3 and 4 bracketed and marked "paragraphs omitted by the copyist may be regarded as in the contract" those clauses are not in the original.
Dated the seventh day of March 1935.
Interpreter and Translator
First Class
Wellington

Examined
Senior Clerk
Native Department
Wellington

1. The site of the present Maori Village, between Te Puketoa and the lake, will be left as it is, a "Kainga Maori"; but the present road is to be widened, if necessary, and carried on into the Town.

2. Te Puketoa to be a reserve for public recreation, under the management of certain Pakehas and Maories, to be nominated by the Committee.

3. The persons who own pieces of land on Te Puketoa are to be compensated by allotments in the Town. Te Komiti Nui of Rotorua will arrange these exchanges.

4. The Roman Catholic Church will receive a Section of the Town, as compensation for their claims on Puketoa.

5. An experienced Doctor is to be stationed in the Town.

6. All the medicinal waters within the claim shall be public reserves, and under the management of the Doctor, who may make laws regulating

Vide agreement (see 2) of 7/5/83. 183/665

their use.

4. All the streets of the Town are to be conveyed to the Queen.

5. Land is to be given for a water course, to bring the waters of Utuhina R. to the Town, free of charge.

6. Maori sick are to be admitted to the Hospital, without payment.

7. As soon as the Town is of sufficient importance, a Resident Magistrate, appointed by the Government, is to be stationed here. The Resident Magistrate, the Doctor, and a Native appointed by the Committee, shall be a Licensing Board for Public Houses, to the exclusion of all other licensing authorities; but until these persons are appointed, the existing authorities may act.

Paragraphs omitted by the Copyist, may be regarded as in the Contract.

The allotments in the principal streets of the Town to be a quarter acre; around the margin of the Town, to be larger.

The streets to be one chain and a half wide.

Reserves to be made for Court House, Telegraph Offices, Schools, Hospitals, and other public objects.

The Town to be drained into Pueranga Stream.

8. The Allotments of the Town will be let by auction, in Auckland, by the Commissioner of Crown Lands, for a term of ninety nine years. Rent payable half yearly:— first half year's rent to be paid in advance, on the signing of the Lease.

The Commissioner of Crown Lands shall sign the leases, on behalf of the Native Owners. The first half-year's rent will be received by the Commissioner of Crown Lands, on the signing of the Lease. All subsequent rents will be received by him, or some officer appointed by him for the purpose. These officers must hand over the rents, after deducting cost of advertisements, to some person to be appointed by the Committee for the purpose. If the Maori owners desire to have their pieces partitioned, the subdivisions must follow the lines of the Sections. If the Town or any part thereof is so apportioned, the Commissioner or his appointee shall

Vide Sec. 7 of Agreement of 1863/65

hand over the rents to the several owners.

9. The Maories shall not trouble the European lessees with business about the leases, but shall go to the Commissioner, or his local representative.

10. None of the land within this Claim shall be sold by the Natives, but, when the Native Land Court is sitting, it shall be asked to tie up the land so that it cannot be sold or mortgaged.

If hereafter the owners desire to let other portions of the Claim, outside the Town, the land shall be cut into Sections of not exceeding forty acres. These shall be dealt with as previously provided for the Town Sections.

11. Forty acres shall be devoted for a cemetery; the site to be fixed by the Chief Surveyor. The present cemetery is to be closed.

12. The cost of the Survey is to be paid out of the first rents.

13. No land within the block is to be rated until leased. Then the lessee shall become liable to rates.

14. No land, within the Native Village

excluded, shall be let or sold hereafter to the Pakeha. This provision is not to affect, in any way, the supposed rights of Europeans now settled in Ohinemutu.

The provisions of this Agreement also shall not apply to those Pakehas on that piece of land.

15. All licencing fees and rates are to be expended for the benefit and improvement, and the planting the reserves of the Town, by the three persons who have been mentioned.

16. The principle of the law of trespass shall be that the owner of animals must fence them in, and the owner of land is not required to fence them out. All animals may be impounded, if trespassing on land, whether fenced or not.

(sd.) R. Whititera Te Waiatua.

(sd.) W. M. Hikaio.
" Hemi Te Tupara.
" Paora Te Amohau.
" Ropata Horokai.
" Te Ma Pehi Rangitakahiwai
" Piwiki Ahiwaru.
" Kiima Tahiwitua.
" Meraia Te Tiwara X
" Piripi Te Hapu X
" Retimana Poraumati.

(sd.) H. Kohiri Te Wharepirangi.
" Te Otimi o te Mihaotonu
" Wi Kaapa Ngaoteau.
" Rotorua Horoiri.
" Ihaia Te Ahu.
" M. W. Maihi Te Rangikaheke.
" Katerina Te Ahu x
" Mere Maihi x
" Ohiri Ngatara.
" Tamati Hapimana
" P. Taiapo te Waiatua
" Teiriiri Rotohiko.
" Taekota Te Tokaihi
" Peneriha Ngahuruhiwa
" Hariata Piriki.
" Nga Mate Tokoma Wenwera.
" Maora Te Rangi Te Whata.
" Rangi Paaroa Piriki
" Petera Te Putuatua
" Henare Te Pukuatua
" Rekeata Tapihana
" Potene his x Hauhewaka
" Kiharoa mark his x Akuhata
" Te Meteora Erutevia mark Matua
" Nora Taitamia.
" Imoti his x Reone mark
" Te Pere Nuia.
" Rimi Potene.
" Karupatene Hira.
" Mihaka Patahuru
" Renata Akuhata.
" Matia Ngamaroma
" Purupi Tapihana.
" W. Matenga Te Waharoa.

(sd.) Ma Kumi Kahau
A. Tareti Matenga.

Deed 1339

(sd.) F. D. Fenton, for the Govt.

5

~~Te Kapomapoto. Ent~~
~~Patuenpt. Dt shall be right for the~~
~~Fenton to allot a section to the~~
~~Tamate each Chief~~

AUCK 339-5 [illegible]

8/4/1864

Auckland, St Georges Bay,

December 18, 1880.

Sir,

On receipt of your request that I would make arrangements with the Native owners of Ohinemutu for the establishment of a Town there, I sent information to them that I should return from Napier to Auckland by the inland route, and wished to meet the people. As soon as the Napier and Waipawa Courts were concluded, I went to Ohinemutu accordingly, taking with me Wiremu Nahaere, the Assessor, whom as a Land Agent, and a man of importance in the Roturua country. I was at Ohinemutu and the adjacent villages for about a fortnight, and during the time, I invited the neighbouring tribes, as well as the resident owners. Returning to Auckland by Tauranga, I went to Thames, where some of the chief men lived. During at Auckland I was occupied for three days in attending to a large accumulation of administrative papers, which of course imperatively required attention, intending

The Hon Mr Bryce,

Minister for Native Affairs,

Wellington

as soon as I had got through them, to write to you a detailed Report of my proceedings, but before I had dismissed them all, I was seized with illness. I have now been laid up for a week, and, seeing no prospect of immediate recovery, I have thought best to wait no longer, but to send you the Agreement that I have made with the Natives, adding such few remarks as appear to be unavoidably necessary.

Enclosed
1. With N. Whatitoua
2. With Tuhourangi

I am not certain that it is not as well for both of us that things should be as they are, in respect to any physical necessity to write much, for you will be spared reading what perhaps might have had little intrinsic merit or importance, and I shall be saved the temptation of indulging in the "unpleasant words" which seem to be characteristic of reports of tedious negotiation.

The Agreement, which I enclose, is abundantly signed, and will be faithfully kept. There may be some difficulty as to the boundary line between this estate and that of the adjoining tribe, Tuhourangi, but that difficulty it will be the duty of the Native Land Court to overcome. It will not concern the Government.

The several items of the Agreement are

nearby of my own proposing. The Natives put themselves pretty well into my hands, with the exception of not permitting cession to the Crown, and I inserted the conditions which, under the circumstances, I thought most advantageous; remembering that the Town would not be a commercial town, nor, for many years to come, would it be much interested in agriculture, but that its prosperity would be based on circumstances entirely exceptional. — Pleasure and health will be objects sought at the shores of Rotorua, and the pursuit of these will have to supply the means of maintaining what manner of Housekeeping affairs are rendered locally necessary by them. You will thus see that the class of persons to be chiefly considered as to arrangements for comfort and enjoyment, are people who will not be permanent residents; the permanent residents, in truth, depending upon and deriving their livelihood from the transitory visitors.

With this view, I have made a governing body which excludes the ordinary municipal authorities, at any rate for the present. Indeed, I doubt whether I could

have secured the springs and mineral wor[ks]
if the Natives had thought that they would
have been handed over to such bodies as
our City Boards or County Councils. His cession
is certainly of great value, and was not agreed
to without argument and consideration. And
I am half inclined to think that the
deliverance from City Councils is as great a
boon on the other side.

I should add that I found in existence
at Rotorua a regularly organised local body
with Chairman, Secretary, and Officers. It was
constituted as a Land League, for the prime
object of preventing alienation to the Crown,
and not a secondary degree of obstructing, or
assisting, as the case might be, transactions with
private persons. But it had tacitly assumed
other powers and duties, and had acquired
a position of importance, being accepted
by the tribe as the Native Government was accepted
by our fathers, with little more than its real
influence and strength to enforce its decrees.
I addressed this body, and acquiesced in the
Contract, relying upon it to do several things
which it would be very difficult for the

Land Court to do. I am not certain whether the "Committee" will stand this strain, and rather fear that, now that real and difficult work has to be done, the people will find that their own devices and energies will not suffice. But *speremus meliora*, for local bodies of this sort would be of great assistance to the Court in settling matters internal to a tribe, if one can make them get on.

It was fortunate for me that Dr. Buller was staying at Pihemiotu during the negotiations. He greatly assisted me.

You will permit me, in conclusion, to add some remarks explanatory of the several clauses of the Agreement, premising that the leading ideas in my mind were to secure

1. Certainty of undisturbed possession, for a long period.
2. Complete power over the springs.
3. Complete power over the Hotels and lodging houses.
4. Perfect control over the laying-out &c of the Town.
5. Exceptional municipal government

6. Devotion of sufficient land for suburban farms.

I need scarcely add that legislation will be necessary to give effect to the Agreement.

A Court will sit in January, to determine the title of the large block, and the Town will be set out, I presume, immediately afterwards. I respectfully call your attention to the necessity of obtaining advice of scientific men and experts in this practical matter, for there are many points which require very careful consideration.

X Copy enclosed - original sent to Mr. Lewis Dec. 20.

An account of my expenses is pinned to this. I have apportioned them as fairly as I could between this special service and the Native Land Court.

I nearly forgot to state that I promised the settlers that the scheme should be advertized in the adjoining British possessions, including India. May I take the liberty of suggesting that Mr. Hetet's services would be of great value in performing this work, and that the official Gazette would be a good medium? That gentleman is well acquainted with the peculiar and various characters of

the numerous mineral waters of the place.

In conclusion, I would respectfully urge that no time should be lost in pushing the matter on, for, as you know, in dealing with Maories, it is of the last importance to "strike while the iron is hot," and to leave nothing unfinished or postponed. Dilatory and procrastinating as they are themselves, they do not endure these qualities in others. It would be most desirable, if you think that Parliament would sanction the proceeding, to have the first sale this autumn. I do not doubt that if the sale were well advertized, there would, at that season, be a great number of competitors from the Australian Colonies.

It will have occurred to you that the question of approach to the town will have to be considered before long. The present road from Tauranga is inconceivably bad; and I think that all money spent in repairing it is absolutely wasted. I need not enlarge upon this question now, though I have opinions, at your service. I have the honour to be

Sir,

Your most obedient servant,

F. Whitaker

P.S. I have just discovered that the copyist of the Agreements, for the signature of the Natives, has omitted two paragraphs. These should be considered as in the Contract. They are:—

The allotments in the principal streets to be a quarter acre; around the edges, to be larger.

The streets to be one and a half chains wide. Reserves to be made for Courthouse, Telegraph Offices, Schools, Hospitals, and other public objects. The town to be drained into the Waiareka Stream.