Gisborne's Local Government Waterworks Acquisitions of Maraetaha 2 lands

(a report commissioned by the Waingake-Pamoa Joint Steering Group)

Jane Luiten, December 2024

Table of Contents

List of Figures

List of Tables

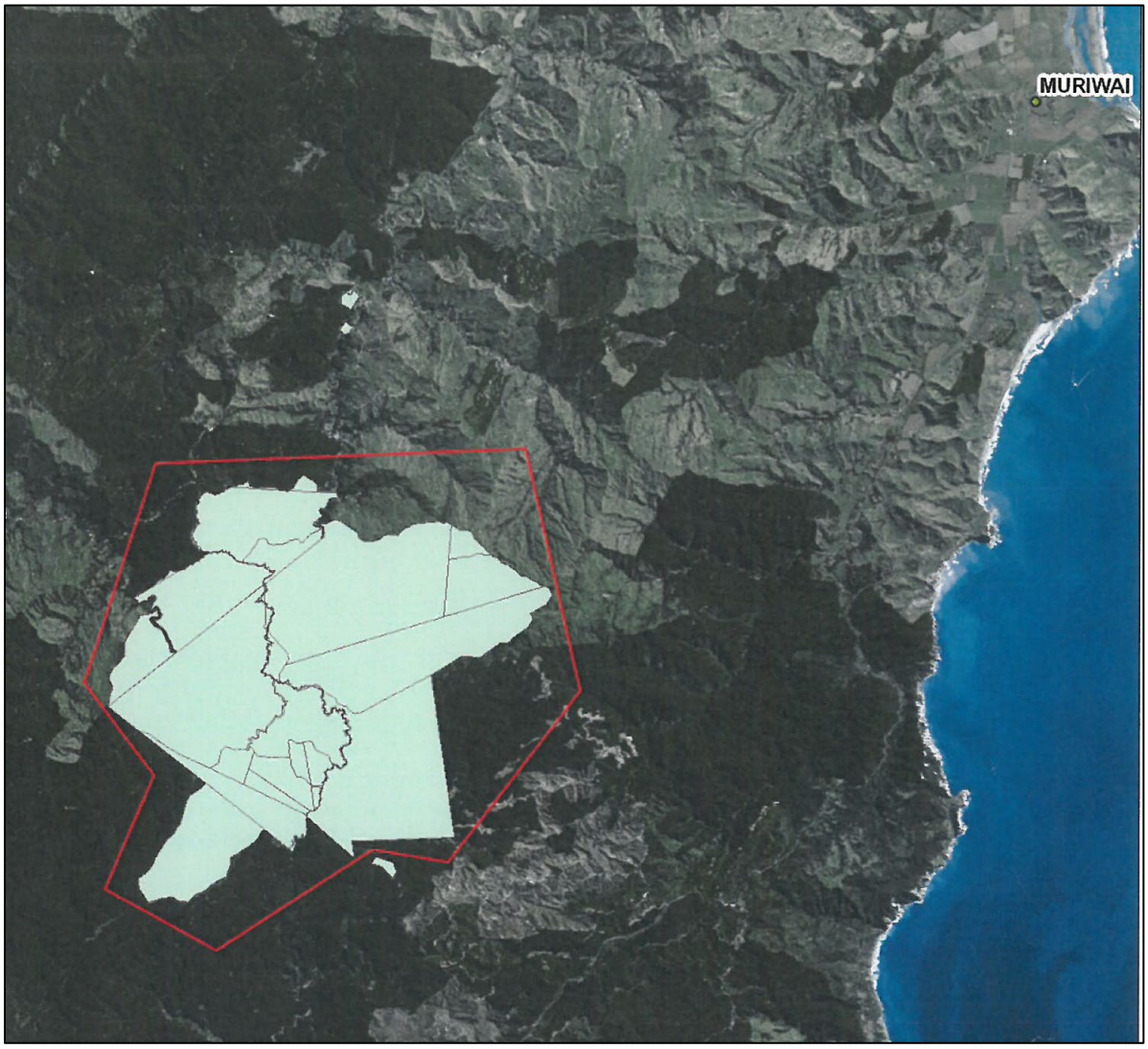


Figure 1: GDC waterworks holdings[1]

[1] GDC, #A589651 Research Waingake Catchment document bank, p.30.

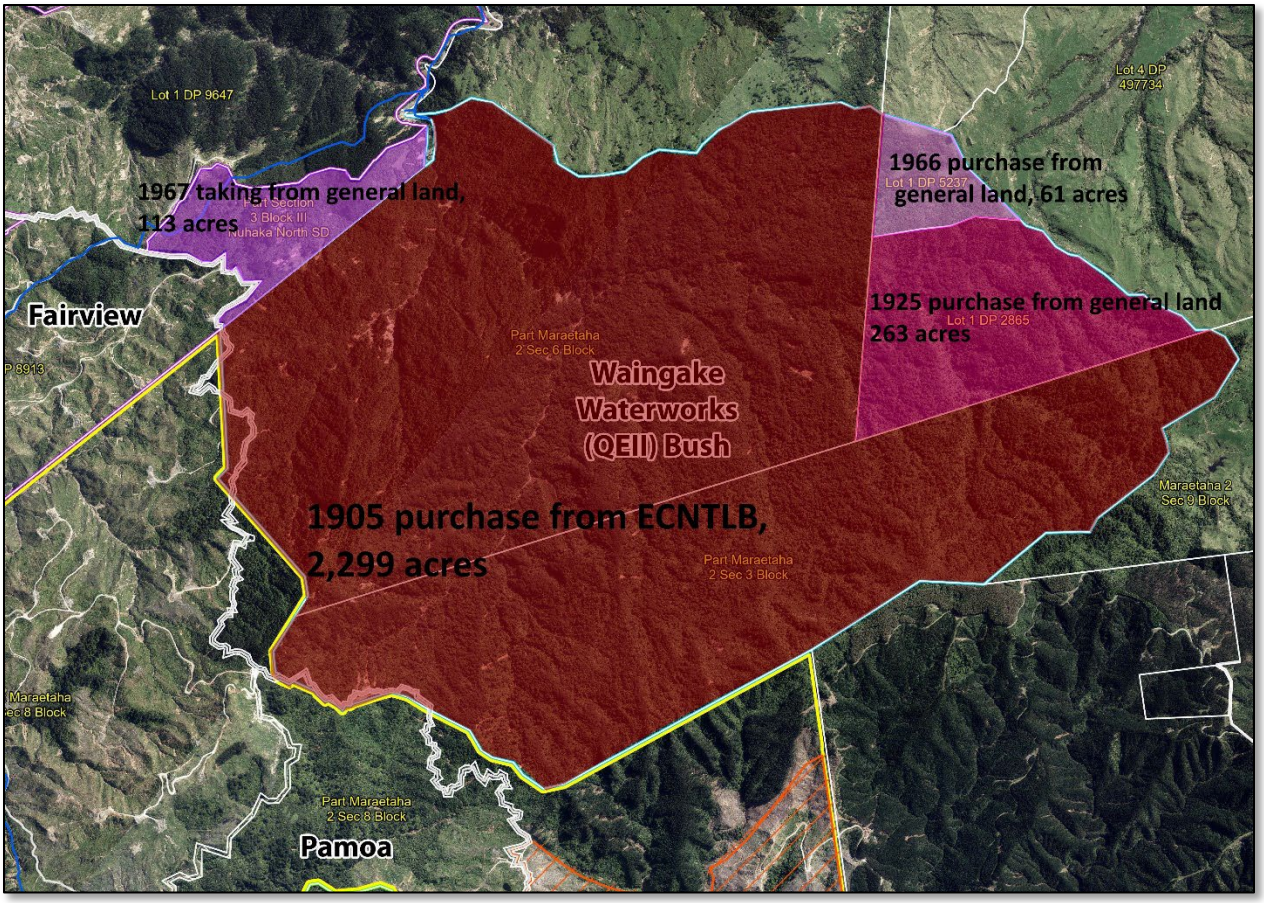
Executive Summary

Gisborne District Council's water works holdings within the rohe of Ngai Tāmanuhiri comprise the catchment of the forested headwaters of the Te Arai River (the Waingake Waterworks Bush); the impounded headwaters of the Mangapoike River (the Mangapoike Dams Catchment); the land laying between these two catchments through which the reservoir water main – the 'Dam-line' – runs (what used to be Fairview and Pamoa Stations); and the sites of the water supply headworks at Waingake. In all, the waterworks landholdings amount to 3,215 hectares, held today in 17 titles.

This report sets out the circumstances surrounding the acquisition of these local government waterworks holdings over the twentieth century. It was commissioned by the Waingake-Pamoa Joint Steering Group to inform the partnership between Gisborne District Council and Maraetaha Incorporated to manage future development of the waterworks land.

Waingake Waterworks Bush, from 1905

The city's water works scheme began in the early twentieth century, when the Gisborne Borough Council purchased 2,295 acres of pristine forested catchment at Waingake from the East Coast Native Trust Lands Board, in 1905. The purchase comprised parts of Maraetaha 2 Sections 3 & 6, Ngai Tāmanuhiri land which had been vested in the Board in trust. The transaction proceeded without reference to the beneficial owners. The following year, the Trust Lands Board also conveyed to the borough council, for 10 shillings, an easement for the pipeline carrying the water supply through Section 6 from the intake at the bottom of the catchment along the Te Arai River (the 'Bush-line'). In 1913, 14 acres of Māori land was taken at Waingake for the water supply headworks (a settling tank and treatment plant). Since then, the remaining areas of the Te Arai catchment have been purchased and another treatment plant site acquired near the original headworks. The combined titles in the Waingake Waterworks Bush were placed under a Queen Elizabeth II National Trust Open Space Covenant (QEII Trust) in 1987.



Waingake Waterworks Bush

The initial 1905 transaction for the Te Arai catchment occurred in an era where the transfer of tribal lands into Pākehā hands was deemed to be in the 'public interest'. In the space of a decade, Ngai Tāmanuhiri's title to Maraetaha 2 had been nullified by a series of events which began with Crown purchase and resulted in the partition and inclusion of the block in the troubled East Coast Native Lands Trust, which was then taken over by a statutory board for the purpose of repaying debt. These events are traversed in the report. The upshot was fortuitous for the parties involved: Gisborne had been struggling to find a plentiful source of water; the Trust Lands Board – comprising three men with local government backgrounds – tasked to 'realise' Māori trust lands. The absence of any debt on Maraetaha 2 Sections 3 & 6 did not prevent the alienation of the tribal land.

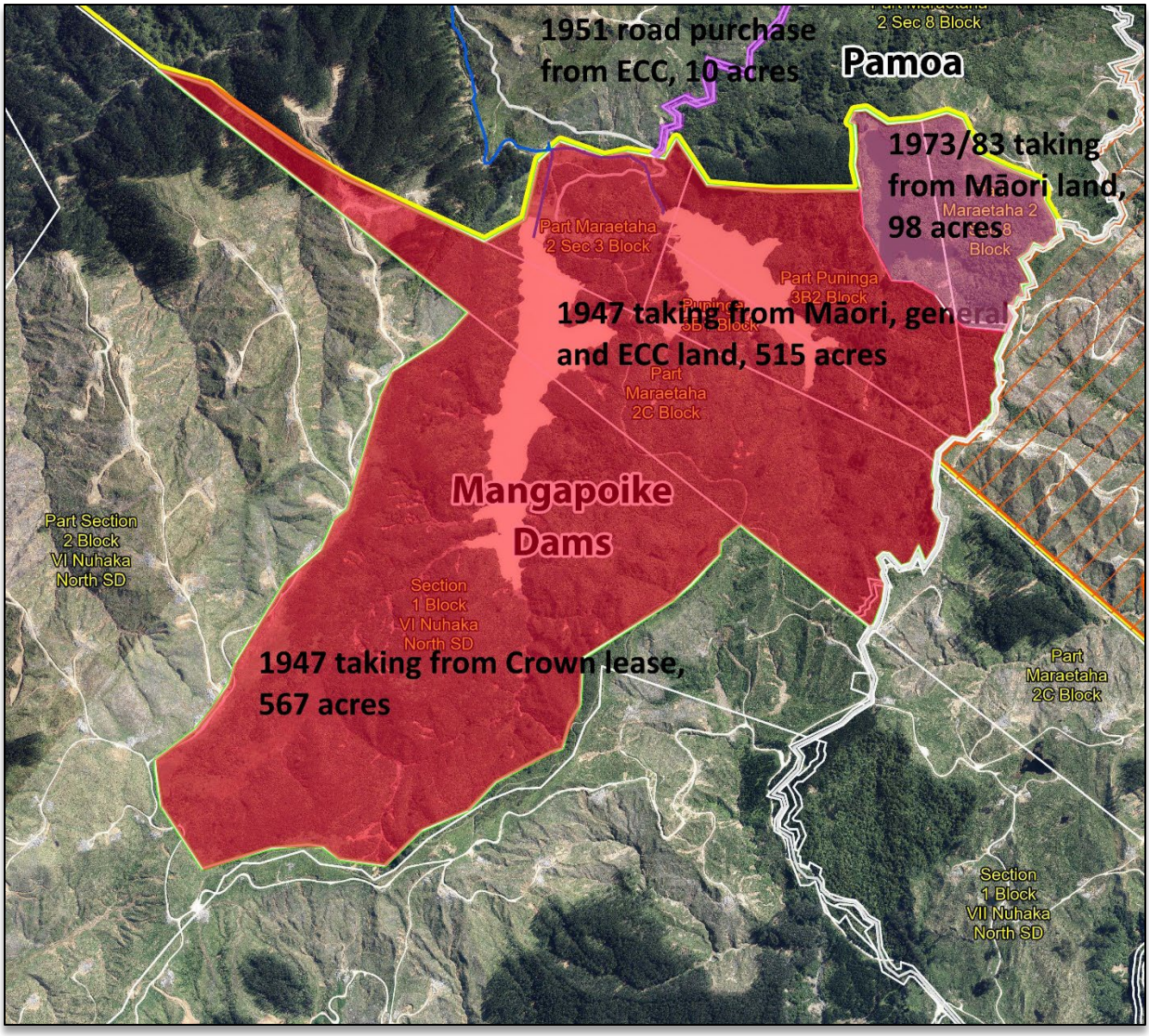
Quite apart from the loss of land Ngai Tāmanuhiri had taken pains to protect in 1896, the 1905 sale and purchases for the water supply paved the way for further attrition of the tribal estate as further land was required for water supply over time.

The 1925 and 1966 purchases from the neighbouring Te Puru Station were transacted without recourse to public works legislation. The 1967 taking of Smith's Creek involved a public works settlement with the long-standing Crown lessee, Selwyn Smith. Gisborne Borough Council had been discharging water into the private property since at least 1927 and continued to rely on the natural watercourse to discharge from the Dam-line once the Clapcott Dam was built in 1942 (discussed below). The settlement with Smith took 13 years to achieve and he sold Fairview Station before the taking was completed.

Mangapoike Dams Catchment, from 1942

The piped water from Waingake Waterworks Bush proved insufficient for year-round supply. In 1941, Gisborne Borough Council turned to impounding the 'ponds' of the Mangapoike headwaters close by, the stored water to be gravitationally piped whenever required into the bush catchment at Waingake. Multiple reservoirs were planned within the 1,082-acre catchment taken for the purpose in 1947, although not all at once. Preparatory earthworks for access and for the pipeline were begun in 1943, the first of the Mangapoike Dams – the No. 1 or Clapcott Dam – completed in 1948. The water from the dam was piped 4.5 kilometres through private property towards the Waingake bush catchment (the 'Dam-line'), discharging into Smiths Creek. No legal easement was obtained by the local body for the Dam-line. In addition to the Mangapoike catchment, two other small acquisitions were made for access at this time.

The other two reservoirs within the Mangapoike Dams Catchment today went ahead in the 1970s. The first of these, the Mangapoike 1A or Sang Dam in 1972, required taking more land from neighbouring Pamoa Station. The second, No. 2 or Williams Dam in 1974, was constructed within the Gisborne City Council's existing 1947 holdings.



Mangapoike Dams Catchment

The Mangapoike Dams Scheme ate further into remaining Ngai Tāmanuhiri lands which, at the time of the 1947 taking, were still vested in and controlled by the East Coast Commissioner. The commissioner did not object to the taking for the dam project. His sale to the council of a further 10 acres for the Dam Access Road occurred outside of public works legislation. Once again, both alienations proceeded without reference to the beneficial owners.

Crown lessee, Edward Coop, objected to the taking. His protest that the 1947 takings far exceeded the borough's needs was countered by Mayor Bull's statement that the land was to

‘only be formally taken’, and that Coop could ‘probably’ continue to use the land for another 20 years, when the second proposed dam was built. The objections from two Māori landowners were not formally heard.

Compensation for the taken land varied. The Coops came to a settlement with the council, which included provision for continued occupation of the land, by lease. Compensation for the taken Māori land was referred to the Māori Land Court and assessed at government value. This amounted to less than half the per-acre rate paid to the Coops.

A water crisis in the early 1970s prompted a review of water supply options. In response, Gisborne City Council resolved to continue with the Mangapoike Dams Scheme. In addition to developing another reservoir within the council’s existing holdings (the No. 2 or Williams Dam), neighbouring land was taken in the first instance from Pamoa Station for the construction of the Mangapoike 1A Dam (Sang) Dam. By this time, after more than 50 years of statutory administration, Pamoa Station had been returned to the incorporated proprietors of Maraetaha 2 Section 3 & 6 (Maraetaha Incorporated). The No 1A dam project was presented to the committee of management in 1971 as both urgent and critical. Few details about the resulting settlement have been found. For all the urgency, however, the legalities of the taking were neglected by the city council for ten years.

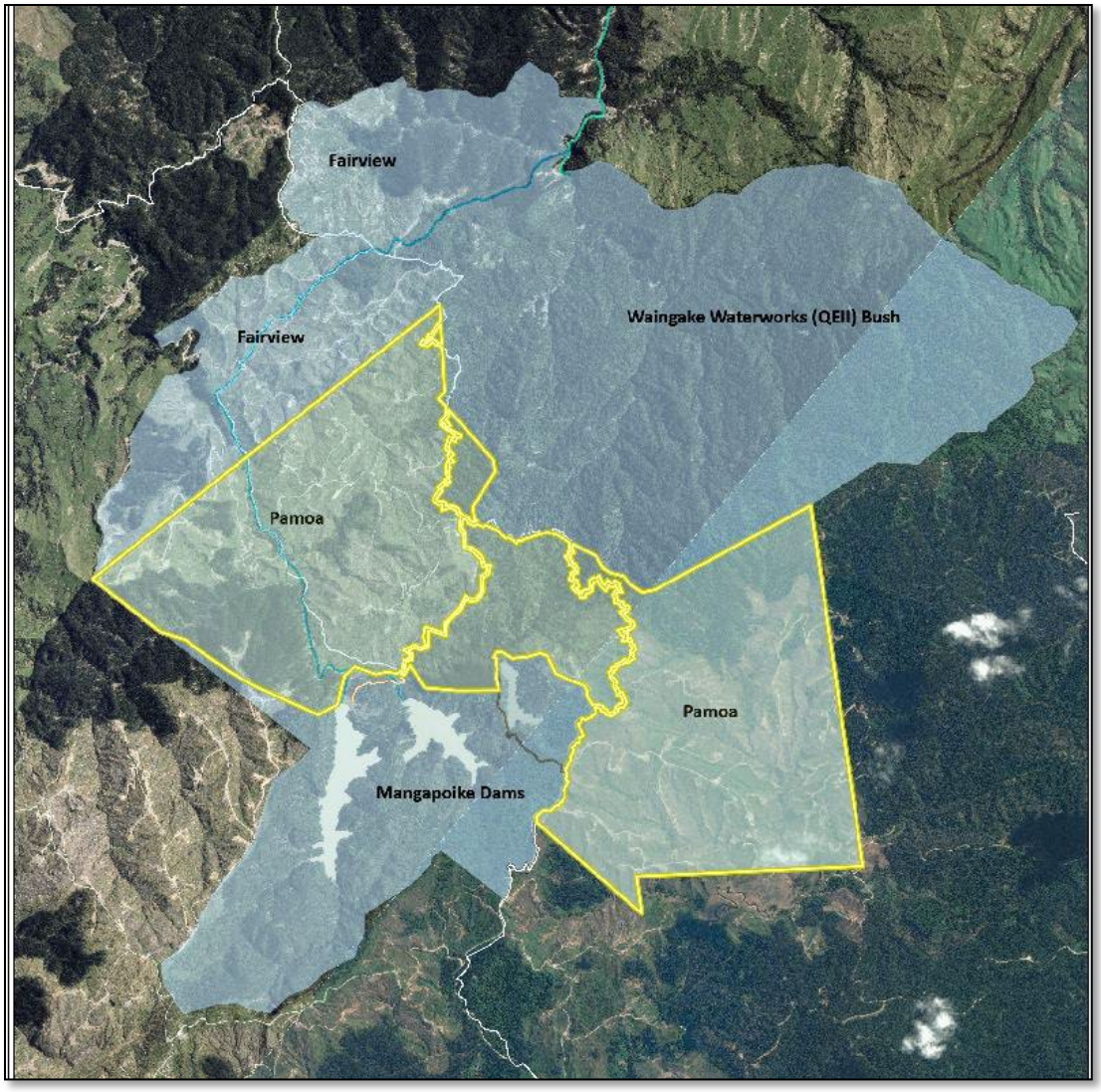
Puninga dam project, from 1971

The 1971 water supply review that prompted the Mangapoike Dams Scheme above also contained ambitious plans to impound the Puninga catchment nearby, the source of the Nuhaka River. To this end, Gisborne City Council purchased Puninga Station in 1971 and on-sold it to the Crown for forestry, the council retaining water rights for future dam development and a 16-acre dam-site. In addition to the purchased land, half of Pamoa Station was affected by the proposal. Although the project did not eventuate, for more than a decade Maraetaha Incorporated were under pressure to either sell or afforest the farm for the future dam.

Fairview and Pamoa Station purchases, 1989-1992

The remaining waterworks holdings – Fairview and Pamoa Stations – were purchased in the wake of Cyclone Bola, ostensibly with the protection of the Dam-line in mind. The cyclone in March 1988 caused severe erosion, the damage to the pipeline taking three months to repair at a cost of over $3.5 million, funded by central government. The 'Dam-line Forestry Project' was conceived in the aftermath of Bola to mitigate future landsliding from such weather events, the afforestation, too, to be wholly government funded. Even prior to the cyclone, Gisborne City Council had been increasingly concerned about the lack of legal authority for its pipeline infrastructure on private property. Post-cyclone, securing a $340,000 grant for Dam-line afforestation gave further impetus to council plans to acquire the land corridor. When Fairview Station owner Ted Ellmers refused to contemplate a partial sale, Gisborne City Council purchased the entire property, in January 1989. Not only could government afforestation funding be applied to a much larger area – promising a financial return to council – but parts of Fairview Station could now be offered to Maraetaha Incorporated in exchange for the Dam-line corridor within Pamoa Station. Afforestation of the bulk of Fairview Station went ahead in the winter of 1989.

The Dam-line corridor presented to Maraetaha Incorporated in November 1988 severed Pamoa Station in two. The difficulties this posed to farming operations for the already marginal farming unit were not offset by the proposed exchange of Fairview lands. Maraetaha Incorporation's subsequent offer in May 1989 to sell Pamoa Station to the Gisborne City Council was a reluctant one, couched in the context of previous land attrition for Gisborne's waterworks and the impact of the latest proposal. Disagreement over the purchase price delayed the transaction for ten months, agreement finally reached in March 1991. To meet the afforestation funding deadline, the city council's successor, Gisborne District Council, began planting operations (including access works and fencing) for the Dam-line corridor within Pamoa Station in May 1991, before the sale and contract had been signed. In the rush, several issues angered Maraetaha Incorporated sufficiently that they declined to complete the transaction. GDC Chief Executive Bob Elliot responded by threatening to take the land and to sue the incorporation for breach of contract. The sale and purchase went ahead in December 1991.



Pamoa and Fairview Stations

The sale and purchase of Pamoa Station has been a source of grievance to Maraetaha Incorporated. During the negotiations, Gisborne District Council was unsympathetic to the owners' position that the sale had been forced upon them by the history of waterworks acquisitions, the latest demand rendering the farm uneconomic. Nor did the council's intransigence over terms assist the owners in finding an alternative property, a pre-condition of shareholders' consent to the sale. On the contrary, the delayed settlement, the rushed corridor planting with attendant fencing issues for stock and access, and the council's unwillingness to provide alternative grazing caused a great deal of stress. The incorporation expected to lease

back the area not required for Dam-line protection. In June 1991, GDC and Maraetaha Incorporated signed a deed of agreement, granting the incorporation the right of first refusal on all future lease or sales of Pamoa Station, to endure for 999 years. All the while, however, GDC had been entertaining partial sales to third parties. In the result, even as the sale and purchase was completed, GDC entered into negotiations for a joint forestry venture with Juken Nissho Ltd (JNL).

Aspects of the Gisborne District Council's behaviour during the transaction for Pamoa Station fall short of good faith. The unwillingness to acknowledge the impact of past waterworks takings on Ngai Tāmanuhiri land and to factor this into any consideration as to terms, harks back to the colonial underpinnings of Pākehā settlement. As disturbing is the apparent subordination of public interest to that of financial return, the parameters of the Dam-line forestry project (and requisite land corridor) determined by forestry consultants and government funding rather than the ostensible goal of water security. A less profit-driven approach may have recognised the protection already afforded the Dam-line by the existing regeneration on Pamoa Station. As it happens, on the pretext of public interest, without which the property would still be in incorporation hands, the council benefitted from a lucrative joint venture on one of the last vestiges of tribal land.

Local Government Waterworks Acquisitions

Local government in New Zealand has always had power to take land for local public works, so long as legislative safeguards for affected property owners, concerning notification, hearing of objections, compensation and the right of re-purchase, are met. Until 1981, different rules applied to Māori land titles. Once in train, private property owners are powerless to stay such works. Even so, locally elected local government works within political parameters. The acquisitions in this report reflect a local body preference for negotiation over compulsory taking, a courtesy which was extended to Māori landowners after the last access taking in 1949. Nine of the 19 waterworks acquisitions were achieved through direct sale and purchase, outside of the public works legislation altogether. Ultimately, however, the mode of acquisition does not alter the compulsory aspect of such local public works. In several instances, negotiated settlements

resulted in a slight reduction of the area to be taken and provision for continued occupation and future access, but not the expropriation itself.

Two-thirds of the land acquired for Gisborne's water supply was Māori land. Of this, some 45 percent was acquired when Ngai Tāmanuhiri's land was vested in the East Coast Commissioner in trust, meaning that the beneficial owners were entirely removed from the process. For structural reasons to do with colonial titles in multiple ownership, property owners of Māori land have not enjoyed the same protection in terms of notice, objections and compensation as those of general land. This research bears out that while local government seems to have followed the letter of the law with respect to the Māori land titles acquired for waterworks purposes, compensation for those titles has generally been less than that for general land.

The prerogative local government enjoyed with respect to the waterworks was reflected in its behaviour. Some takings outlined in this report, like Dam Road, followed the works, rather than preceding them. An easement for the Dam-line was never obtained, nor for the access road that served it. Similarly, the pipeline replacement and access improvements of the 1960s outgrew the Bush-line easement through Patemaru Station. Legally, taking the Mangapoike 1A catchment was overlooked for a decade. Tanks at the water treatment site built in the aftermath of Bola encroach on Patemaru Station to this day. These shortcuts can be only partly attributed to local body parsimony. Much of the waterworks infrastructure, in fact, relied on, as council staff put it, 'the common understanding, unrecorded, of all parties.' The quid pro quo for local government's assumed entitlement over the affected private property was deemed to be council expenditure on the private access roads that served the works. Council's relationship with the East Coast Commissioner may have been more comfortable than that with the incorporated proprietors who succeeded him. For Maraetaha Incorporated in particular, council plans with respect to waterworks affecting Patemaru and Pamoa Stations tended to be communicated ad hoc to the station manager rather than formally to the management committee. Hunting in the waterworks catchments, which has a pest control aspect and requires access over private property, has been a bone of contention for Maraetaha Incorporated since at least the 1980s.

The Back stories of Part Three canvas the colonial context of Ngai Tāmanuhiri's dispossession and disempowerment with respect to their Maraetaha 2 lands. Under colonial law, hapū were compelled to obtain Crown title to their customary lands in large, surveyed blocks, the title to the tribal land issued to individuals. Maraetaha 2 emerged from Native Land Court title determination in 1882 with a reduced area and encumbered by survey debt. From 1894, the government began purchasing individual interests in the 16,670-acre block over the protests of the Muriwai community. In 1896, James Carroll and Wi Pere, both Members of Parliament, successfully applied to the Validation Court for title on the grounds that the owners had transferred the block to the New Zealand Native Land Settlement Company at the time of title determination more than a decade before. As a result of the Validation Court proceedings, the block was partitioned. In addition to the Crown's portion (Section 1), three large parcels – Section 3, 4 and 6 – were vested in Carroll and Pere. When their Lands Trust failed, the government intervened to stop further mortgagee sales and ensure the Bank of New Zealand debt was paid. The East Coast Native Trust Lands Act 1902 established a board to manage the trust lands, of which the Maraetaha 2 sections were part. Maraetaha 2 Section 4 was one of the first blocks to be sold. The board's sale of parts Sections 3 & 6 to the Gisborne Borough Council for waterworks took place the following year.

The Back stories also explore local government's experimentation with afforestation of the Mangapoike Dams Catchment. The first began in the mid-1970s and seems to have been explored with water quality and recreational use in mind, rather than forestry return. The second afforestation proposal grew out of public opposition on environmental grounds to the council's joint venture of Pamoa Forest. By February 1994, as a trade-off for leaving an ecological corridor linking the two water catchments intact, GDC and JNL proposed extending Pamoa Forest to the lakes catchment instead. The proposal did not eventuate, primarily, it seems, because JNL became a signatory to the Forest Accord, which precluded the clearance and disturbance of any areas of naturally occurring indigenous vegetation. By the 1990s, the regeneration within the Mangapoike Dams Catchment was 30 years old.

Readers are referred to the closing reflections on local government's waterworks at the end of Part Two and the report conclusion.

Introduction

For more than a century, Gisborne has drawn its water from the high-country of Maraetaha, from catchments at the headwaters of the Te Arai and Mangapoike Rivers. The lands of Maraetaha run to the coast, forming the bulk of the tribal rohe of Ngai Tāmanuhiri. Formerly known as Ngai Tāhūpō, Ngai Tāmanuhiri mana is based on their sixteenth century tupuna, Tāmanuhiri, a contemporary of similarly illustrious rangatira, Rongowhakaata and Kahungunu, whose descendants are immediate neighbours.[2] Through strategic war, alliance and intermarriage, for over 400 years the descendants of Tāmanuhiri have maintained their mana as a distinct people within tribal rohe that extend from Paritū to Koputūtea, and inland to Paparatu. As Ngai Tāhūpō, their ancestral connection to Maraetaha lands extend back even further.[3]

The water supply began in the early twentieth century as an intake placed in the Te Arai River within an 1,000-hectare catchment cloaked in native forest, referred to in this report as the Waingake Bush Catchment or, as it came to be known, Waingake Waterworks Bush. From the intake, the water was piped six kilometres along Te Arai Valley (the 'Bush-line' pipe) to the headworks at Waingake (first a settling tank and now a treatment plant), and from there piped the 29 kilometres to town. From the late 1940s, the Waingake Waterworks Bush supply was augmented by impounding the waters in the neighbouring Mangapoike catchment (see Figure 2). The 'Clapcott Dam' was the first of three dams developed within what this report refers to as the 'Mangapoike Dams Catchment', some 438 hectares acquired by local government in 1947 as a waterworks reserve. The water from the reservoir was piped 4.5 kilometres via the 'Dam-line' towards Waingake Waterworks Bush, into which it discharged. Since the 1970s, two more dams have been commissioned and the Dam-line completed to the bush catchment intake. The whole system is primarily gravitationally fed, although booster stations have been introduced to supplement flow. In the aftermath of Cyclone Bola in March 1988, Gisborne District Council acquired the land lying between the two water supply catchments – then farmed as Fairview and Pamoa Stations – with the ostensible goal of protecting the Dam-line from future weather events (see Figure 3).

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[2] Peter McBurney, 'Ngai Tamanuhiri: Mana Whenua Report', (CFRT, 2001), Wai 814 #A30. Tāmanuhiri was born on Maraetaha and was in turn descended from early voyagers Paikea and Tahupōtiki, younger brother of Porourangi and eponymous ancestor of Ngai Tahu.

[3] 'He tahu tenei no te po', see whakapapa of tipuna Hine Te Whatu to Reia, who predated Tahupōtiki by six generations. McBurney, pp. 106-108.

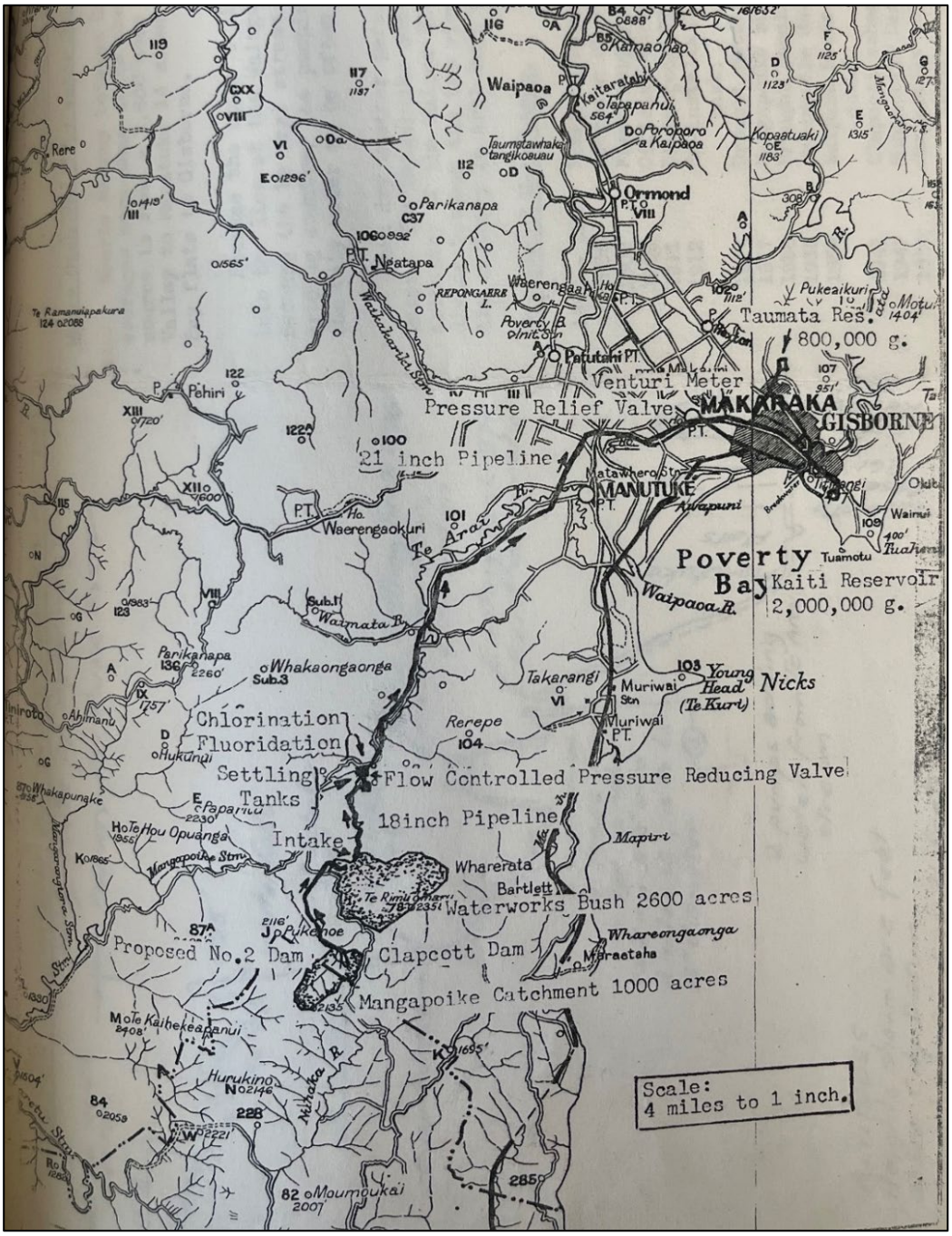

Figure 2: Gisborne Water Supply Locality Plan, 1965[4]

[4] City Engineer Harold Williams' 1965 locality plan, D/24/4D 54/02 Water Supply Te Arai Bush Catchment 1960-1968.

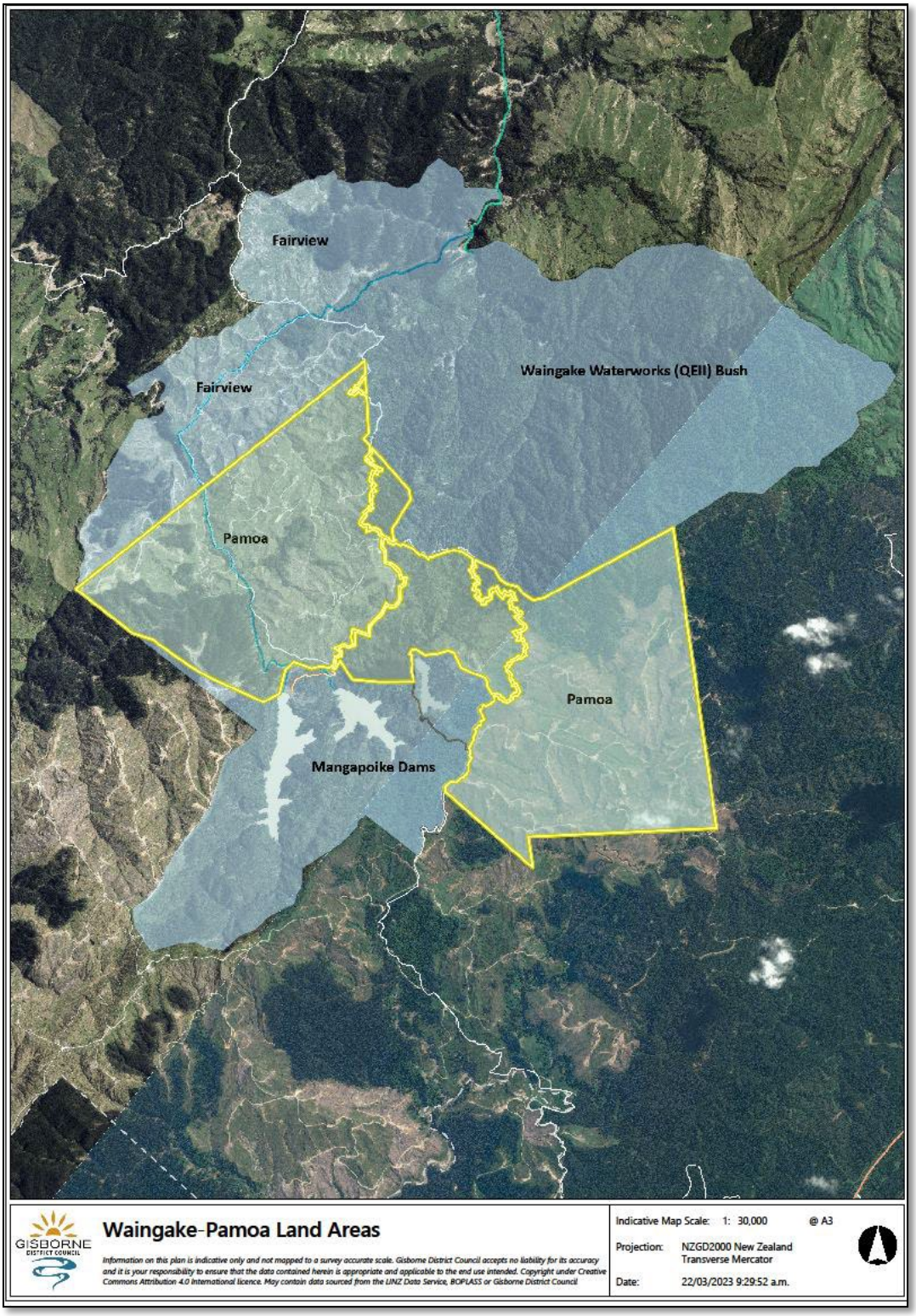

Figure 3: GDC land held for waterworks purposes[5]

[5] Gisborne District Council. Not all waterworks acquisitions are depicted.

Project scope

This report is primarily concerned with the history of twentieth century local government acquisitions for Gisborne's waterworks purposes. It was commissioned by the Waingake-Pamoa Joint Steering Group to better understand the circumstances behind the local body acquisitions of Maraetaha 2 lands. The Joint Steering Group was established under a Memorandum of Understanding reached in June 2022 between Gisborne District Council and the Proprietors of Maraetaha 2 Sections 3 and 6 Incorporated (Maraetaha Incorporated), which recognises that the incorporated shareholders hold mana whenua over the council's waterworks holdings and seeks to manage future development of the land in partnership.[6]

To an initial tally of 13 'waterworks' titles comprising around 3,200 hectares, three more have been since identified, another 15 hectares or so. Details of these titles are set out in the Appendix. Although the bulk of these acquisitions were made from Māori-owned Maraetaha 2 lands, the research project was not limited to this criterion. The resulting report encompasses *all* waterworks-related acquisitions – those from general land and those from land blocks other than Maraetaha 2. Doing so not only results in a comprehensive history of the council's waterworks holdings, but also enables comparisons to be made between differential local body practice, if any, with respect to the acquisition of Māori and general land.

The 1991 sale and purchase of Pamoa Station is of particular interest, referred to, for example, in the 2022 Memorandum of Understanding. Maraetaha Incorporated's enduring sense of grievance about this transaction is multi-layered: the element of compulsion behind the negotiations, the loss of ownership of a last vestige of tribal lands, the obliteration of the tribal farming enterprise by subsequent commercial afforestation. The circumstances surrounding the sale and purchase – obtained primarily from council records – are set out in some detail, in the hope that this provides clarity for the Joint Steering Group moving forward.

For the partnership embodied by the Waingake-Pamoa Joint Steering Group, these local body waterworks acquisitions demand to be understood within the wider context of Ngai Tāmanuhiri's experience of colonisation, and the whakapapa of both Maraetaha Incorporated and the Gisborne District Council. Ngai Tāmanuhiri were not directly involved in the local sovereignty battle of 1865 in Tūranganui, but their coastal Maraetaha lands were nonetheless included in the resulting 1868 Poverty Bay Deed of Cession. Further inland, title investigation of Maraetaha 2 in 1882 spelled the end of any collective control over dealings with the block and the beginning of liability attached to the new title, in the way of registered survey liens. From the early 1890s, the 16,670-acre block represented a blank swath ripe for 'settlement',

[6] Tāmanuhiri Tūtū Poroporo Trust (TTPT), as the Ngai Tāmanuhiri Iwi Post Settlement Governance Entity, recognises Maraetaha Incorporated's mana whenua status and fully supports the Memorandum of Understanding.

the government's purchasing ambitions from this time competing with those of the Carroll-Pere Trust to use the block proceeds to satisfy Bank of New Zealand debt. The resulting Validation Court partition in 1896 divided the spoils of Maraetaha 2 between these contenders, sweeping Ngai Tāmanuhiri's existing title aside. Gisborne Borough Council's 1905 purchases of the Waingake catchment within Maraetaha 2 for waterworks was transacted with the East Coast Native Trust Lands Board, in whom by this time Ngai Tāmanuhiri's remaining lands were statutorily vested. For the next 50 years, these trust lands were farmed by the East Coast Commissioner. Ownership and control were restored to the Proprietors of Maraetaha 2 Sections 3 and 6 (Maraetaha Incorporated) in 1954.

For its part, Gisborne District Council has its beginnings in the government's military conquest and occupation of Tūranganui from 1865, on which Pākehā settlement was grafted. Early local government from 1870 took the guise of a Highway Board and, from 1873, a seat on the Auckland Provincial Council. Gisborne Borough Council was formed in 1877, a year after local government, in the form of counties, was extended nationwide. City status was achieved in 1955. In 1989, in another nationwide local government reform, the Gisborne City Council was merged with the county councils of Te Tairāwhiti – Cook, Waikohu, Uawa and Waiapu – to become the Gisborne District Council, a unitary authority with both district and regional government responsibilities.

Elsewhere, I have shown local government to be the 'busy fingers of colonisation': not only following Pākehā settlement as it expanded into the Māori hinterland, but actively facilitating such settlement.[7] Funded primarily from direct property tax – rates – local government has been characterised by self-interest and parsimony, with ratepayers unwilling to finance works of no direct benefit to them. One of the significant aspects of Gisborne's waterworks story is the longstanding tension between maintaining a pristine water supply and delivering a 'return' from the council's waterworks properties. From early times, local government has been empowered to take land required for local public works. Given the colonial context, however, of issue is the extent to which Māori have been excluded from the 'public' interest. Historically, there has never been a role for hapū in local government and for a raft of structural reasons, Māori participation throughout the twentieth century has been minimal.

The challenge for this research project has been one of maintaining focus on the primary research task – twentieth century local body waterworks acquisitions – while also conveying the wider historical context in which they sit. The story of waterworks acquisitions without the broader fate of Maraetaha 2 would be to tell but half the story. Much of this history is incredibly complex. Reducing this complexity to

[7] Jane Luiten, 'Local Government on the East Coast', (CFRT, 2009).

contextual background poses the converse risk of rendering it meaningless. It has been a difficult balance to strike.

In addition to informing future co-management, co-governance and land ownership discussions, the Joint Steering Group envisaged the research might prove useful for other projects, illuminating mātauranga Māori and tikanga relating to this whenua, for example, and the identification of place names and wāhi tapu. The shortcomings of the report in this respect reflect the sources that were consulted. A closer study of Native Land Court minutes (with respect to the 1891 Puninga Block partition for example) *may* have resulted in more information, but the court records that were consulted disclose little evidence of such matters. This report is not informed by oral history, either past or present.[8]

Methodology

Ngai Tāmanuhiri participated in the Waitangi Tribunal's Tūranga District Inquiry in 2001-2002 and the alienation of Maraetaha 2 was the subject of specific claim. The Tribunal published its report in 2004. Much of the research produced for that inquiry is of direct relevance to this project and was consulted in the first instance. Initial assumptions that this report would be confined to such secondary sources to illuminate aspects of the colonial context gave way to a closer study of primary sources. My experience is that the devil often lies in the detail, and the reward of scrutiny fresh insight into received historical narratives. The negotiations surrounding the 1896 Validation Court proceedings which ended Ngai Tāmanuhiri's control and ownership of Maraetaha 2 are a case in point. Concerned as the Waitangi Tribunal was with the wider inquiry district, its conclusions about Ngai Tāmanuhiri's endorsement of the out of court arrangement fail to fully grasp the forces working against them.[9] This report does not pretend to be the definitive history of such events, but it felt important to reexamine the details where this was possible. To this end, primary records at both Archives New Zealand and the Māori Land Court Tairāwhiti were consulted.

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[8] Other than the stories (unrecorded) of life at Waingake shared by Maraetaha Incorporated Chair, Bella Hawkins. For mana whenua, readers are referred in the first instance to McBurney, Wai 814 #A30. Two oral projects containing kōrerō from Ngai Tāmanuhiri individuals are referred to by Brian Murton but have not been consulted for this project, Brian Murton, 'The Economic and Social Consequences of Land Loss for Ngai Tamanuhiri 1860-1980', (CFRT, 2001), Wai 814 #A35, pp. 12-13. The first, undertaken in 1984-1985 for the Muriwai School Centenary, is held by the Tairāwhiti Museum. The second is the Ngai Tamanuhiri Whanui Oral History Project, location unknown. Murton writes that much of this material remains the intellectual property of the individuals involved. Extracts from both can be found in Murton's Document Bank, Wai 814 #A35(a), volume F.

[9] Waitangi Tribunal, *Tūranga Tangata*, Wai 814, vol. 2, p. 575.

The Waitangi Tribunal has generated a great deal of research on public works takings in general which has also proved useful. With respect to the local body acquisitions, existing work by GDC staff – the title documents compiled by Nadine Proctor in 2015 and the synopsis prepared by undergraduate intern Karepa Maynard provided a useful springboard into the archives held by Gisborne District Council. These archives provide the principal source of information about the history of acquisitions. Where possible, relevant leads have also been pursued into central government files held by Archives New Zealand, both in Auckland and Wellington. Newspaper and official gazette sources were also consulted.

There are ethical issues that arise in writing historical reports about events that involve individuals, often without their knowledge or consent. Care has been taken to include personal evidence made by or about such individuals only to the extent that it informs the narrative.

This research project was optimistically scoped at 10 weeks. It has taken considerably longer to complete. A draft report was circulated to the Joint Steering Group in March 2024 for comment. In addition, a site visit to council's waterworks properties at Waingake and Mangapoike was made in company with Maraetaha Incorporation chair, Bella Hawkins and Gisborne District Council's programme manager, Amy England, which proved invaluable to the final report, issued in May 2024. Since then, following presentation of the research to Maraetaha Incorporated, two issues identified in the report have been explored further. The first relates to the land exchange proposed by GDC in 1988 to accommodate the water treatment plant storage tanks that were built on Patemaru Station. It has now been established that the proposed exchange did not proceed (see pp. 87-94). In the process, the council's 1993 easements with respect to the Bush-line through Patemaru Station came to light (the deposited plan, if not a formal agreement, see p. 126). The second issue relates to the pretext of Dam-line afforestation (to protect the water supply, which ultimately led to the sale and purchase of Pamoa Station) against the reality of evident regeneration on Pamoa Station. An early assessment of the geological impacts of Cyclone Bola on the Dam-line undertaken by the Ministry of Works has been revisited to find out the extent of damage to the pipeline hosted by Pamoa Station (discussed at p. 95). This research has been incorporated into this December 2024 revision of the final report. As well, a small number of acquisitions previously classed as 'settlements' have, after further reflection, been recast as 'purchases', or vice versa. Such ambiguity over the mode of acquisition, it seems to me, is part of the public works takings story. Finally, I have moved the Executive Summary to the front of the report.

Report structure

For the reasons set out above, that of striking a balance between the immediate kaupapa of the research project and the need to contextualise the waterworks takings within the experience of colonisation, the report is divided into three parts.

Part One serves as a brief introduction to the story of Maraetaha 2, the way title was engineered and ownership and control taken from Ngai Tāmanuhiri until the second half of the twentieth century. The narrative largely summarises the 'Back stories' set out in greater detail in Part Three and in the interests of easy reading, references have been curtailed to a minimum. What remained of Ngai Tāmanuhiri lands were returned in 1954 to incorporated owners as working farms. Two of these, Patemaru and Pamoa Stations, neighbour the waterworks catchments and have accommodated waterworks infrastructure over the years. Local government ambition to obtain and plant in forestry a 'pipeline corridor' through Pamoa Station in 1988 led directly to the sale and purchase of the farm in 1991.

Part Two sets out the circumstances of the local government waterworks acquisitions within the development of the city's water supply over time. Tracing this development has been a necessary part of the project, providing the framework within which to explore the circumstances of each land transfer. The scheme began with the Waingake Waterworks Bush (from 1903) and expanded with dam construction within the neighbouring Mangapoike catchment (from 1942). Local government ownership was restricted to the water catchments, the associated pipeline infrastructure constructed on private property without legal authority. In the case of the Bush-line, the pipeline replacement of the 1960s and access road fell outside an existing 1906 easement. In the case of the Dam-line, the Gisborne Borough Council constructed the pipeline through Pamoa and Fairview Stations without obtaining any formal easement whatsoever. Ambitious plans for further dam construction at Puninga (from 1971), gave way in the 1980s to the more mundane (and affordable) goal of improving the existing supply. The desire to formalise the existing arrangements with respect to the pipeline infrastructure gave way, after Cyclone Bola, to the unquestioned prerogative – spurred on by government afforestation funding – to secure a 'pipeline corridor' through Fairview and Pamoa Stations. In both cases, council pressure to obtain the corridor eventuated in the sale of the wider property.

The acquisitions follow a loose chronological sequence: those procured in the 1960s for the bush catchment, for example, follow the discussion of the Mangapoike Catchment Scheme, rather than being dealt with in the discussion of the earlier catchment.

Those primarily interested in the nuts and bolts of the twentieth century waterworks acquisitions might stop here. To fully appreciate what these acquisitions represent in terms of mana whenua, however, readers are encouraged to continue. Part Three sets out the colonial context in which the acquisitions sit as a series of 'Back stories', beginning with early nineteenth century title determination and dealing in detail with the trust arrangements which led to the initial sale of the Waingake bush catchment to the Gisborne Borough Council. Project constraints have meant that the back stories are not as full as they might be. They are nonetheless sufficient to show the dispossession and disempowerment that Ngai Tāmanuhiri have experienced with colonisation, a one-way attrition of tribal lands and tribal mana. Miss the backstories and miss, too, the patterns of colonial systems that continue to shape indigenous fortunes: more than one generation of Ngai Tāmanuhiri have found themselves in impossible situations and been forced into painful decisions for reasons entirely beyond their control.

One of these Back stories, 'the understanding of neighbours' explores the implications (other than the on-going attrition of land) of living next door to the city water supply, in terms of fencing, pest control, and access. As outlined in Part Two, Council's underlying presumption that the public interest of water supply trumped those of affected property owners was manifested in myriad ways, most of all by the license taken with respect to the waterworks infrastructure on private land. Council's investment in road maintenance, the received rationale for such license, appeared to exempt it from even the formalities of consultation or consent to its activities. Back story #9 examines the one-sided and tenuous nature of these 'co-operative relations' or 'the common understanding, unrecorded, of all parties'. Two other Back stories explore the competing tensions to keep the water supply pristine on the one hand, and to obtain revenue from the catchments on the other, through commercial afforestation. The extent to which environmental factors were subordinated to economic return will be instructive for the Waingake transformation programme.

Author

I am an historian of Pakehā descent based in Tūranga/Gisborne. I hold a BA Hons (First Class) degree from the University of Waikato and have over 30 years of experience in historical research, primarily relating to the colonisation of Aotearoa through the lens of Waitangi Tribunal inquiries. Over that period, I have completed substantial research commissions on a range of issues, both for the tribunal and for the Crown Forestry Rental Trust, including the role and impact of local government. I have on occasion also

undertaken historical research for the Māori Land Court and local bodies. More recently I have become engaged in Te Tiriti o Waitangi education.

I have been engaged to undertake this historical research as an independent contractor and the conclusions I have come to are my own.

Acknowledgements

In addition to the work of historians engaged in the 2004 *Turanga Tangata* inquiry, this report has benefitted from the compilations of GDC documents undertaken by staff.

Several people have been particularly helpful with access to records: Bella Hawkins with respect to Maraetaha Incorporated documents, Archivist Mahea Tupara and fellow staff at GDC archives for council records, and Team Member Godfrey Pohatu at the Māori Land Court, Tairāwhiti. Survey Gisborne provided me several Survey Plans. Amy England has been helpful and responsive throughout. Ngā mihi nui ki a koutou katoa.

I am also grateful to Bella and Amy for their time to show me around the waterworks whenua in April, and again to Bella for sharing her experience of this whenua.

In 2004, the Waitangi Tribunal concluded its two-volume report on the Tūranga District inquiry by highlighting the need to expose the stories of colonisation to the light of day in the interests of achieving reconciliation, commenting that: 'Nowhere is this need greater than in Turanga.'[10] The Waingake-Pamoa Joint Steering Group is to be commended for commissioning this report to inform the partnership for Waingake transformation programme moving forward. This in turn has been largely guided by Steering Group member and former GDC Chief Executive Judy Campbell. The opportunity to learn about my own backyard has been a privilege, for which I am extremely grateful. Tēnā koutou katoa.

[10] Waitangi Tribunal, *Tūranga Tangata*, vol. 2, p. 740.

Part One

Maraetaha 2 Overview

In 1909, Wiremu Wirihana Kaimoana and 48 others of Ngai Tāmanuhiri petitioned Parliament about the dispossession of their ancestral homeland:

> The majority of your petitioners are landless and of those who have land, some own very little for their support.
>
> Of the 22,100 acres of Maraetaha 2 awarded by the Native Land Court to your petitioners or their parents in the year 1882, not a single acre has been handed to your petitioners, who have neither sold nor leased any portion thereof, saving the 4,810 [acres] to the Crown. Your petitioners have been wilfully deprived of and wrongfully dealt with in the matter of their lands.
>
> The East Coast Commissioner has absolutely no sympathy for your petitioners and they have no power whatever over him.[11]

The sequence of land loss outlined in the petition began with the illegal transfer of Maraetaha 2 to the New Zealand Native Land Settlement Company in 1882, the Validation Court's 1896 vesting of land in the Crown, the 1902 statutory vesting of the balance in the East Coast Native Trust Lands Board without the owners' knowledge or consent, and the Board's subsequent land sales, including those to the Gisborne Borough Council for waterworks. All these occurrences are set out in the Back stories of Part Three. Of the £24,622 2s received by the Board from the proceeds of these sales, the petitioners continued, not a single penny had been paid over to the owners. Ngai Tāmanuhiri sought an inquiry into their dispossession, the sales proceeds paid over to them, and the removal of commissioner control over the unsold portions.

Colonisation is the appropriation of a place or domain for one's own use. Outside of war and land confiscation, appropriation in New Zealand was achieved in the latter nineteenth century through tenurial reform which at once transformed hapū mana within tribal rohe to land blocks defined in straight lines and individual interests. The colonial framework kept the value of tribal land low, placed the burden of

[11] Wiremu Wirihana Kaimoana, Hori Te Awarua, Rangituanui Tamihana, Raihana Te Aopapa and others, Petition 227/1909 (English only), R22402667 MA1 1909/740. The petitioners also pointed to the £1,488 expenditure on block administration up to 31 March 1907 and the converse lack of investment in land development, as well as the 1906 legislation affecting the trust lands, again enacted 'without the knowledge or consent of your petitioners.'

cost of obtaining title on the tribal landowners, and denied to them any power to deal with their lands other than selling or leasing their individual interests. Reduced to pauperism by the end of the nineteenth century, the inability of hapū to turn their lands to 'productive utilisation' became the rationale for expropriating what was left of it.

In the context of the nineteenth century, purchasing tribal land for Pākehā occupation (and subdividing it into surveyed parcels with road access) was called 'settlement', the only debate being whether public or private enterprise should get priority. Within Te Tairāwhiti from 1879, however, a third player entered the settlement game: under the leadership of Wi Pere and William Rees, local iwi dared to imagine that they could engage in land settlement for their own benefit. Ngai Tāmanuhiri were among those who entrusted their early titles to the pair to regain control over the fraudulent and litigious transactions for their titled lands. The 'trust lands' were to be developed and managed in each case on terms decided by committees of owners. The dream turned quickly to despair: within a year, the trustees had sold most of Ngai Tāmanuhiri's coastal Maraetaha Block and mortgaged the balance. Ten years on, tribal leader Hemi Waaka and others petitioned Parliament about the trustees' dealings with their lands (see Back stories #1 and #2). After handing over the land to the Trust, Waaka told the Native Affairs Committee in 1891, '… we never received a single benefit. The result is lamentation and weeping and vain repining at what has occurred.'[12]

Maraetaha 2

Ngai Tāmanuhiri's application to the Native Land Court for title to their inland rohe was made on the heels of the Maraetaha sale, the Rees-Pere Trust now transformed into the New Zealand Native Land Settlement Company. The original claim for Maraetaha 2 by Hemi Waaka and 13 others in March 1881 encompassed what was left of the tribal rohe: a surveyed parcel of some 35,067 acres. It emerged from the contested hearing in March 1882 as six blocks. In addition to a reduced Maraetaha 2, separate orders were made for the blocks of Te Puninga, Tarewauru, Ranginui, Rangaiohinehau and Tiraotane (see Figure 4). In addition, partitions were made within Maraetaha 2 itself – 2A, 2B and 2C – for those found to be entitled but who did not claim as Ngai Tāmanuhiri (see Back story #3).

[12] Hemi Waaka, 31 July 1891, 'Minutes of evidence in connection with Petitions relating to the New Zealand Native Land Settlement Company', AJHR 1891 Session II, I-3A, p. 14.

Figure 4: Maraetaha 2 (16,670 acres) and neighbouring titles, 1882[13]

Ngai Tāmanuhiri were found by the court to be entitled to all six blocks. The claim had been argued and won in court on hapū lines, the tribal understanding reflected in the lists of owners that were handed in. Legally, however, Maraetaha 2 now belonged to 153 individuals. The multiple court orders were necessarily provisional, to be confirmed once the separate land blocks were surveyed. Even so, the new titles were to be inalienable (except with the consent of the Governor), meaning they could not be sold or mortgaged or leased longer than 21 years.[14]

The subdivisional survey to reflect the court orders was undertaken in April 1886, resulting in a second survey bill in early 1888. Maraetaha 2's portion of the original 1881 survey was £448 6s 3d, and its share of the survey 'for Hemi Waaka & others' five years later, £68 15s 6d. Charging orders for both amounts were obtained from the Native Land Court in September 1888.

[13] Moka Apiti, 'Ngai Tamanuhiri GIS Map Booklet, Wai 814 #E28, Map 3a, see also ML 287 in Back story #3.
[14] The restrictions on the provisional order are not minuted and nor have I been able to find the order on file. However, the restrictions are referred in separate correspondence 22 years apart, the first occasion the following year when Hami Te Hau applied to have the restrictions on Maraetaha 2 removed, Keith Pickens, Wai 814 #A19, p. 119; the second in 1905, when the owners of Maraetaha 2 Section 5 similarly applied for the removal of restrictions, R22402223.

Over the next decade, the land blocks surrounding Maraetaha 2 were partitioned, and much of them sold. Maraetaha 2, however, remained intact, the 16,670-acre block a thick swath of forested green on the county cadastral plan (see Figure 5). The road approaching from the south was still some years off, meaning that county rates for the block were not yet levied. Every year from 1888, however, interest on the survey lien continued to mount.

Crown purchase, from 1891

In the 1890s, under the Liberal government mantra of 'close settlement', the State once again took over the market in Māori land, curtailing private dealing in 1892 and banning it altogether in 1894. Existing restrictions against alienation no longer applied to State purchase undertaken by a purpose-built Native Land Purchase Department. Land, as such, was not transacted, but rather individual interests in any block – at prices dictated by the government monopolist when Māori socio-economic circumstances were at a low ebb. Once the pool of willing sellers in any block was exhausted, the Crown then applied to the Native Land Court to have its purchased interest partitioned into acreage.

While the larger issues arising from such opportunistic purchasing went unexamined, close attention was paid to the minutiae of each purchase: relative interests in any block required to be defined, trustees for minors' interests appointed, and those of the deceased succeeded to. Government land purchase officers worked closely with Native Land Court staff to achieve the sales. In the case of Te Tairāwhiti, for a time the registrar of the Native Land Court and the government's local land purchase officer were one and the same: both roles held by John Brooking.[15]

[15] John Brooking immigrated from Devon in 1857 and was engaged in the government military attack at Waerenga a Hika. Brooking began working as clerk and interpreter in the Native Land Court in Gisborne in 1875, moving to the Land Purchase Department in 1879. In 1886, Brooking was appointed Registrar of the Native Land Court in Gisborne. He was engaged as a Crown land purchase officer from September 1893 to January 1894, when his purchasing duties were taken over by Wheeler. *The Cyclopedia of New Zealand [Auckland Provincial District]*, 1902, available online at nzetc.victoria.ac.nz

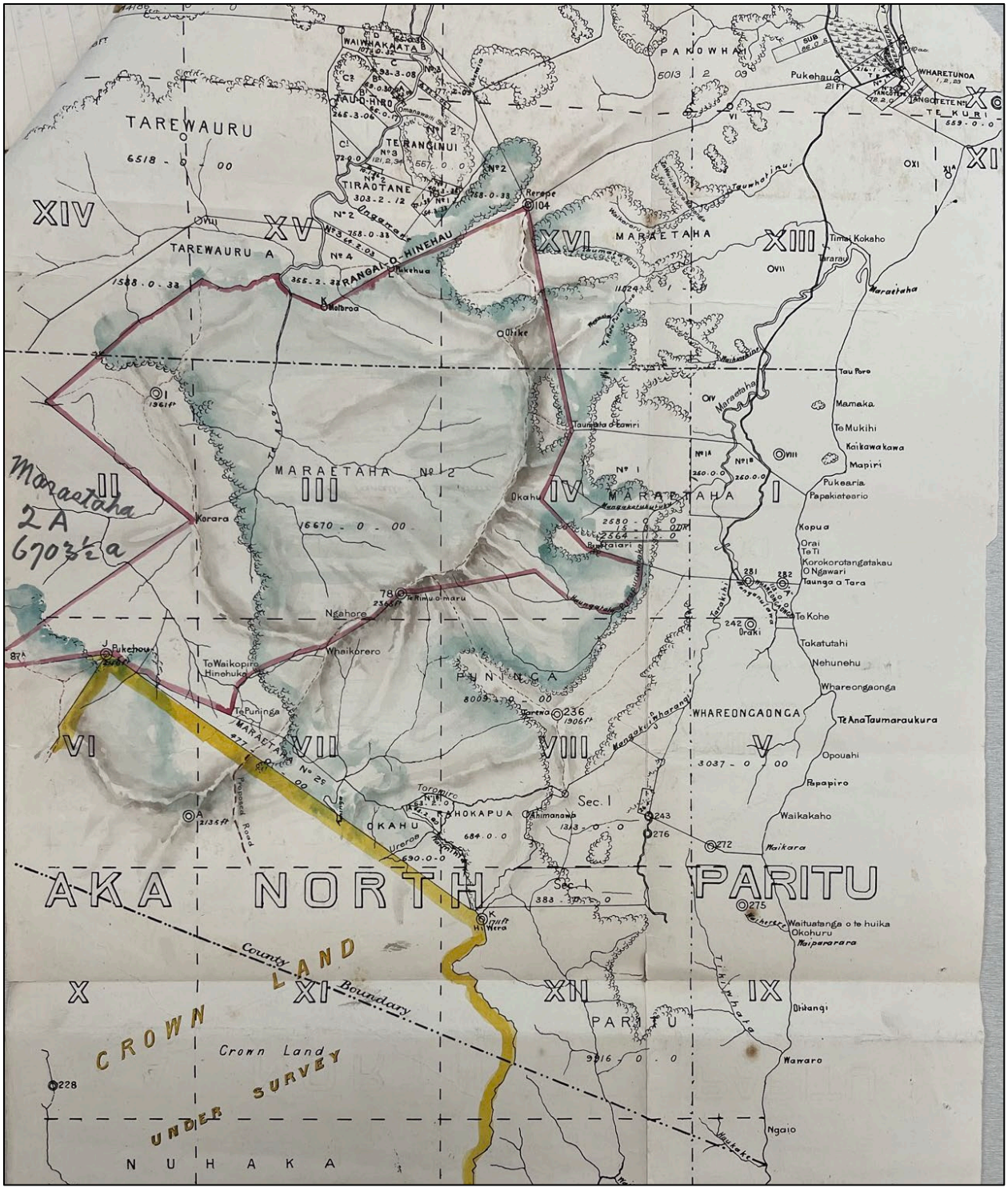

Figure 5: Maraetaha 2, 1891 [16]

[16] Enclosed with Barnard to Chief Surveyor, Napier, 23 June 1891, in R23905920.

The sketch of Maraetaha 2 in Figure 5 above was sent to Surveyor General Percy Smith in the winter of 1891, in response to his query about the block's 'capabilities for settlement if any'. Brooking began purchasing interests in Maraetaha 2 in September 1894, at the fixed price of 3s 6d per acre, a fraction of the price the land fetched on the open market ten years later. On this basis, the gross price of the 16,670-acre block was £2,917 5s, from which the survey charges plus interest were deducted, giving a net price of £2,244 19s 3d. Despite protest from Ngai Tāmanuhiri that the relative interests in Maraetaha 2 had yet to be defined, the government purchase proceeded on the basis that the individual shares were equal, each share worth £20 15s 8d. Over the next 11 months, Brooking purchased almost 31 of the 108 shares in the block, equating to 4,759.5 acres of land.

Validation Court partition, 1896

Crown purchasing in Maraetaha 2 was abruptly halted in August 1895, however, by the application of Members of Parliament Wi Pere and James Carroll to the Validation Court for title to the block. In the wake of the failed New Zealand Native Land Settlement Company, the pair had formed a trust three years before to salvage the encumbered Māori trust lands. Recourse to the Validation Court, established in 1894 primarily with the East Coast trust lands in mind, aimed to spread the burden of debt over a wider land base.[17] Crown purchasing upset such plans.

The non-sellers of Maraetaha 2 found themselves stuck between a rock and a hard place. Piecemeal government purchasing ran counter to their collective resolve of land retention and left them no closer to affording land development for their own benefit, let alone paying the growing survey debt. Moreover, the attrition of the tribal estate could not be gauged: owners at Muriwai could not be sure who had sold, or how many, or how much. The Land Purchase Department kept such details to itself and continued purchasing, impervious to protests that the relative interests had never been defined.

On the other hand, Pere and Carroll's claim to the Validation Court for title would bring Maraetaha 2 into the trust lands portfolio, which had proved ruinous for Ngai Tāmanuhiri in the recent past. Pere and Carroll's claim was based on a fiction: a company liability amounting to £690 arising from an alleged agreement by the owners at the point of title determination in 1882 to assign Maraetaha 2 to the New

[17] Propelled by Solicitor William Rees, the proceedings were largely successful: between 1894 and 1897, the Validation Court vested 180,388 acres of Māori freehold land in the Caroll-Pere Trust, including 11,000 acres of Maraetaha , (see Back story #5).

Zealand Native Land Settlement Company, the company undertaking to pay the cost of survey. Entertaining this fiction in 1896 promised a way out of the current impasse: to stop further objectionable government purchasing in the first instance, and to develop and manage the balance left to the non-sellers, with provision for meeting existing and future liabilities. Ultimately, Ngai Tāmanuhiri were party to the out of court arrangements which lead to the Validation Court orders, although immediate petitions by the owners, directed both at the Crown's purchase and the trust arrangement, speak to the duress they were working under (see Back story #5).

The trustees' claim to title could not be dealt with until the Crown's purchased interest had been defined. Carroll and Pere eventually agreed to the Crown's demand for 4,760 acres, a bitter pill for the aggrieved non-sellers at Muriwai. The location of the Crown's share, too, was arbitrarily decided by the district surveyor and only altered at the last minute, when the owners objected in court. After further negotiation, Maraetaha 2 Section 1 of 4,760 acres on the north-western edge of the block was ordered to vest in the Crown. Within this area, 50 acres under cultivation on the Te Arai River was to be reserved for the owners.

The Validation Court then turned to the trustees' claim to title, rubberstamping arrangements reached at Muriwai (see Figure 6). The balance of Maraetaha 2 left to the non-sellers was to be cut three ways. A 4,000-acre partition called Te Puru (Section 4) was to vest in Carroll and Pere and to bear the whole of the liability over Maraetaha 2, leaving the other two partitions unencumbered, with Hemi Waaka appointed as third trustee. Three thousand acres was to be farmed by the owners themselves (Section 3) and a 4,000-acre partition to provide them a lease income (Section 6).[18] Block Committees for all three partitions were passed in court without objection.

Still smarting from the Crown purchase which had cost them 28.5 per cent of the block, the non-sellers appear to have used the opportunity in 1896 to define their relative interests. Any such arrangements, however, were not recorded by the Validation Court. On the contrary, it was later held that the 1896 vesting orders superceded the 1882 title, requiring the beneficial ownership and relative interests in Sections 3, 4 and 6 to be determined all over again, in 1912 (see Back story #7). Similarly, the block committee members, though recorded in the minutes, were not part of the resulting court decrees vesting what was left of the tribal estate in the three men. The former restrictions on alienation were dropped.

Maraetaha 2 Section 1 was subsequently subdivided into Crown leaseholds, one of which was held by Selwyn Smith and farmed as Fairview Station.

[18] Evidence of Hemi Waaka, 14 May 1896, cited in Macky, Wai 814 #F11, p. 206.

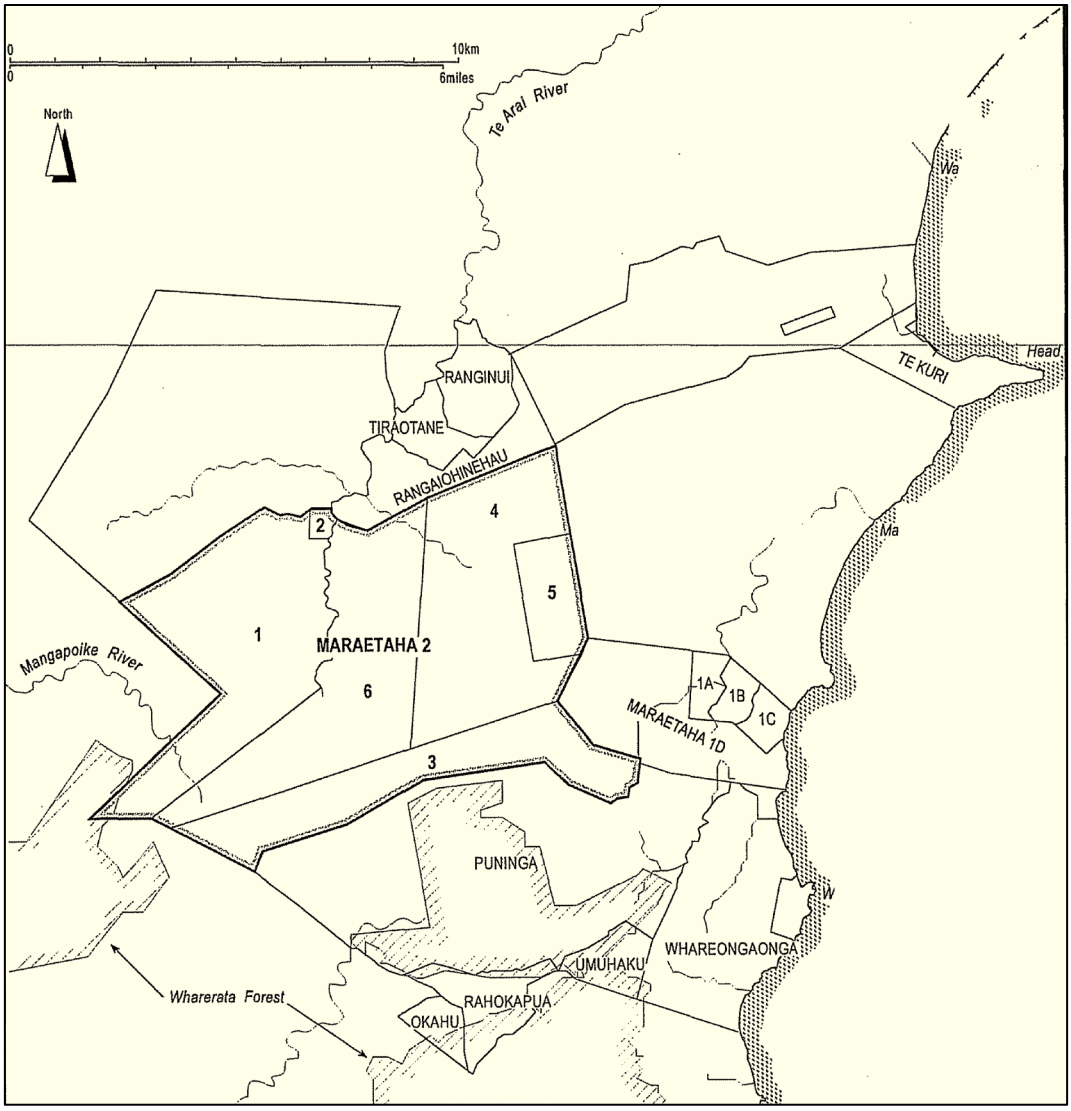

Figure 6: Validation Court partitions of Maraetaha 2, 1896. [19]

East Coast Commissioner control, 1902-1954

Now deemed part of the trust lands estate, Maraetaha 2 Sections 3, 4 and 6 were transferred to the East Coast Native Trust Land Board when Parliament intervened in the heavily indebted trust, by way of the East Coast Native Trust Lands Act 1902. In effect, in exchange for a two-year reprieve from further mortgagee sales, the board took over from the trustees as receiver, tasked to redeem the Bank of New Zealand mortgage by 'realising' trust lands – through lease or sale.

[19] Pickens, Wai 814 #A19, Figure 10.

In the six years since the Validation Court proceedings in 1896, the liability attached to Maraetaha 2 Section 4 as a 'Specific Security' mortgaged to the Bank of New Zealand had grown from the £690 survey lien to a staggering £11,433. Section 4 was among the first parcels to be sold by the newly established board, in January 1904, at the market value of £15,967. The block was on-sold to Henry White within the year and farmed as Te Puru Station.[20] In the spring of 1905 the board also sold parts of Sections 3 and 6, together some 2,299 acres, to the Gisborne Borough Council for waterworks (see Figure 7). Neither of these Maraetaha 2 blocks had been encumbered by debt. Indeed, at the time of sale, the trust lands' entire BNZ debt had already been repaid. The owners were not party to the transactions. Nor were the net proceeds of the sales distributed by the East Coast Commissioner for a further decade.

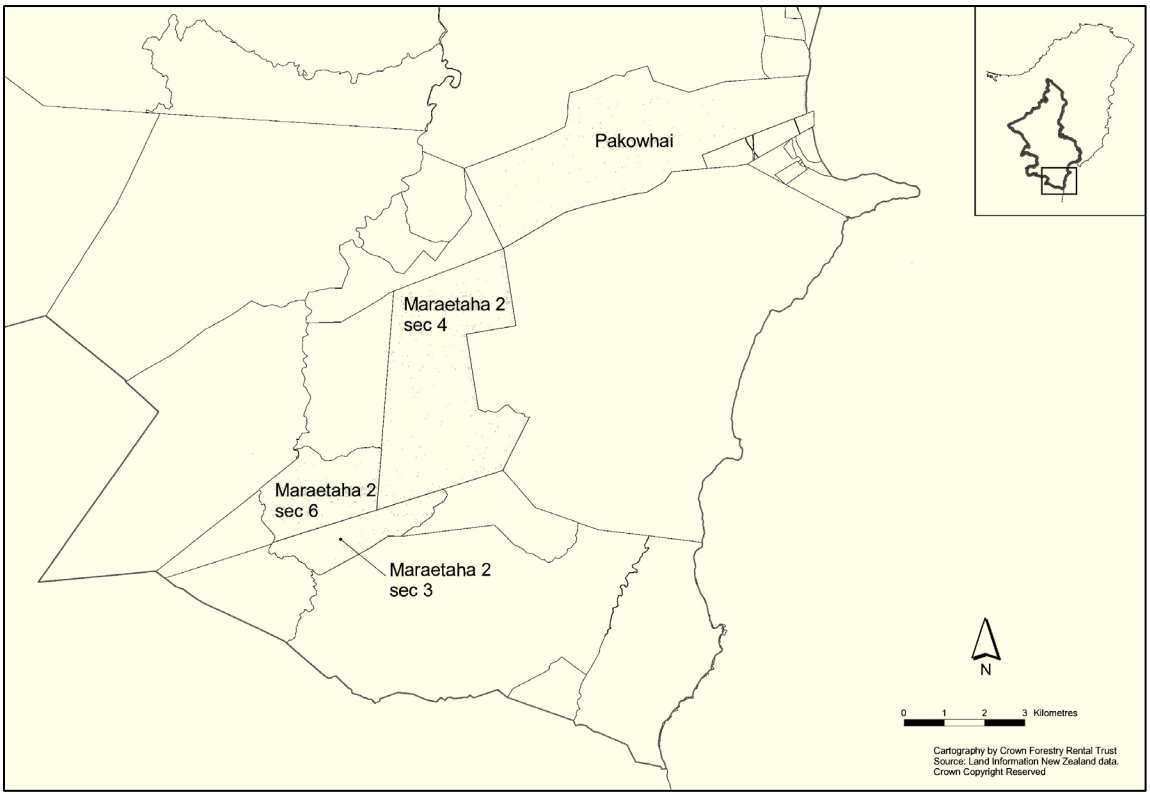

Figure 7: East Coast Native Trust Lands Board sales of Maraetaha 2, 1904-1905[21]

[20] It would be another 54 years, after the East Coast Commissioner's tenure had been wound up, before the net proceeds from the sale were distributed, and after yet another court determination of owners, in 1958. Orr Nimmo relates that claimed monies from Section 4 were paid to the Proprietors of Maraetaha 2 Sections 3 and 6, less the legal costs allowed by the court. The East Coast Maori Trust Council proposal in 1965 to pay unclaimed monies amounting to £1,109 to the Muriwai Māori Committee for the benefit of the marae were vetoed by the then Minister of Māori Affairs, Ralph Hanan, who insisted the unclaimed monies be paid instead into the Māori Education Fund. Orr Nimmo, Wai 814 #A4, pp. 313, 334; see also 7.4.

[21] Wai 814 #E28, Map 4c.

The following year, fresh legislation replaced the three-member board with a single East Coast Commissioner (see Back story #6).[22] The same enactment empowered the Validation Court to apportion the repaid debt equitably across all the trust blocks. Resolving the internal debt as between the separate land block accounts (with some in credit and others in debit) became the rationale for, and indeed the preoccupation of, continued commissioner control for the next 50 years, working against any petition that the trust lands be returned to the owners. The net profit from the sale of Maraetaha 2 Section 4, for example, had been applied to repay debt that was more properly the liability of Mangatu 5 and 6.[23] The financial interdependence of the trust lands meant that, as Ngai Tāmanuhiri petitioned in 1909, the owners had not received a penny from the sale. Nor would they for another half century (see Back story #6).

In addition to managing the internal 'Scheme of Adjustment', the East Coast Commissioner increasingly engaged in leasing and farm development, the latter requiring further borrowing. Patemaru Station was begun in 1916 on the northern part of Maraetaha 2 Section 6, following the petition in favour of development by Pere Waaka and 18 others.[24] Incumbent owner/farmer Tiemi Wirihana was forced to make way for the initiative.[25]

From 1921, the eastern 1,156-acre end of Maraetaha 2 Section 3 was leased internally to Te Kopua Station (Maraetaha 1D) and developed at the expense of Te Kopua's block account.[26] Around the same time, the western ends of both Section 3 and Section 6 were leased to AS Gibson for 21 years. Gibson farmed the land, together with adjoining Puninga sections he owned, as Pamoa Station. When the lease expired in 1944, he continued to occupy under a temporary grazing lease from the commissioner until 1950.[27]

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[22] Section 22, The Maori Land Claims Adjustment and Laws Amendment Act 1906. Gisborne Borough Councillor and Board member John Harding was appointed East Coast Commissioner but died shortly after. Thomas Coleman, a Gisborne accountant who had been secretary of the Board, took over until his death in 1920. The 'scheme of adjustment' provided in the same 1906 Act was his initiative, see East Coast Commissioner to Under Secretary Native Department, 5 November 1909, in R22402667.

[23] Coleman to Under Secretary Native Department, 19 December 1913, R22402667.

[24] Petition 375/1915 of Pera Waaka and 18 Others, 18 May 1916, MA 1/1916/449 in Murton, Wai 814 #35, pp. 69-70.

[25] Murton writes that Tiemi Wirihana (aka Jimmy Wilson) began farming on Maraetaha 2 Section 6 in 1897, and eventually developed about 1,400 acres under grass, (citing McBurney 2000, p. 79.), Murton, Wai 814 #A35, p. 118. In 1909, Wirihana was warned by East Coast Commissioner TA Coleman that he would not be allowed to continue to farm the multiply-owned land, that the commissioner could not 'allow him or anyone else to exercise rights of ownership to such an extent to the probable disadvantage of the other owners'. In 1916 Wirihana purchased Hamiora Mangakahia's interest in Maraetaha 2 Sections 3 and 6 for £711, which was shaved off as a 59-acre parcel from Section 6. Maraetaha No 2 Pre-Consolidation Titles for No 2 Sections 3 and 6, Box 299, Māori Land Court Tairāwhiti.

[26] Murton, Wai 814 #A35, p. 74.

[27] Ibid, p. 75.

By the 1950s, the bulk of the 121,788 acres in Te Tairāwhiti administered by the East Coast Commissioner was farmed in seventeen stations. The financial justifications against returning the trust lands to owners no longer held and in 1953, the owners of the various trust estates were incorporated.[28] The following year the trust lands were returned, and control of farming operations taken over by management committees confirmed by the Māori Land Court. One of the closing acts of the East Coast Commissioner in 1953 was to purchase Gibson's freehold Puninga titles so that Pamoa Station, too, could be returned as a viable economic unit.[29] Both farms were returned to the Proprietors of Maraetaha 2 Sections 3 and 6, known today as Maraetaha Incorporated. Title consolidation in 1968 rationalised existing holdings and gave them new names. The holdings comprising Patemaru Station were now Maraetaha 2 Section 7. Those farmed as Pamoa Station became Maraetaha 2 Section 8.[30] A third parcel, Maraetaha 2 Section 9 of 1,178 acres, comprised the eastern balance of former Maraetaha 2 Section 3 (the Gisborne Borough Council's 1905 purchase of the Waingake bush catchment having severed the block in two) and repurchased Puninga parcels. The consolidated block lacked legal access and proved impractical to farm.[31]

Maraetaha Incorporated farms, 1954 - 1991

As set out in this report, Patemaru and Pamoa Stations were both affected by the city's waterworks. The Bush-line from the intake to the treatment plant at Waingake ran through Patemaru Station. Gisborne Borough Council obtained an easement for the works from the East Coast Commissioner shortly after the sale and purchase of the Waingake bush catchment. Over the years, however, the legal easement bore increasingly less resemblance to the actual pipeline and the access road that served it.

Part of Pamoa Station was taken in 1947 by Gisborne Borough Council for the Mangapoike Dams Catchment. Another portion was taken in 1973, when the catchment was extended for the Mangapoike 1A Dam. The 1988 aerial photo of the farm depicted in Figure 8 conveys the extent to which the farm encircled the dams or, alternatively, the bite of local government acquisitions for waterworks (71.5 acres in 1947 and 105 acres in 1973/1983) into the pastoral property.

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[28] Section 3 of the Maori Purposes Act 1953.

[29] The East Coast Commissioner had first to overcome the Acting Minister of Maori Affairs' presumption that public money was at stake: 'There is no question of the Crown's purchasing European land for Maori farmers. In effect, the transaction is a private one between Mr Gibson and the owners of the Maraetaha Blocks, who have the money required, but while the legal title remains in the East Coast Commissioner the consent of the Minister of Maori Affairs is required', Under Secretary Maori Affairs to Acting Minister of Maori Affairs, 17 July 1953, R19527803.

[30] Murton, Wai 814 #A35, pp. 149-150.

[31] Pickens, Wai 814 #A19, p. 131; Minutes of AGM, Muriwai, 6 October 1990, Maraetaha Incorporated documents.

Figure 8: Pamoa Station, 1988[32]

[32] With Lewis & Wright, 'Detailed Valuation Report. Pamoa Station', November 1989, 01-290-10 vol. 2.

Sandwiched as it was between the council's two water supply catchments, from the late 1940s, Pamoa Station also accommodated the Dam-line that ran through the property – without any corresponding formal easement. From 1971, the eastern half of Pamoa was included in Gisborne City Council's plans to develop the Puninga catchment as a further water supply reservoir. After Cyclone Bola in 1988, local government ambitions to possess and plant the 'Dam-line corridor' in forestry eventually led to the sale of the property, in 1991.

Figure 9: Pamoa Station homestead, 1989 [33]

[33] Ibid.

Figure 10: Pamoa Station cottage on Tarewa Road, 1989

The current chairperson of Maraetaha Incorporated, Bella Hawkins, grew up at Waingake. Her father, the late John Hawkins, managed both Patemaru and Pamoa Stations in the 1980s and he features prominently in this report. Bella Hawkins relates that in addition to meeting the bottom-line of farming expenses including debt repayment and improvements to the farming asset, the incorporation's farming operations also supported the Muriwai Marae, paying for the marae's insurances and providing meat for tangi. Of relevance to the contentious issue of hunting within the council's waterworks catchments discussed in Back story #9, Bella Hawkins relates that her father was also instrumental in setting up a pig hunters' club among the whānau of Muriwai, both for pest control and for kai. Hunting was a way of connecting whānau to the land.

Farming enabled the shareholders of Maraetaha Incorporated to retain ownership of the land. As the last vestiges of their tribal lands, however, Patemaru, Pamoa and Te Kopua Stations were always much more to the incorporated proprietors than productive farming units. By the 1980s, pastoralism was an

increasingly marginal prospect in the hill-country, the downturn in rural farming reflected in the transition of neighbouring properties to commercial forestry.

Part Two

Local Body Waterworks Acquisitions

Local government and public works

From early times, local government has been empowered to take land required for a wide range of local public works. The basic principles and protections guiding such compulsory taking – of notice, hearing of objections, paying compensation and the right of re-purchase – were in place by the latter nineteenth century and have been maintained, more or less, in subsequent public works legislative iterations since.[34]

Land to be taken for public works had first to be surveyed, and the survey plan of the taking made available for viewing. Notice of the intended taking had to be gazetted and twice publicly notified, giving affected persons a 40-day window to object in writing. Notice also had to be served in writing on the affected owners and occupiers. Any 'well-grounded' objections were to be heard by the taking authority. Once any objections had been considered, the local authority was required to forward an authorised plan, the details of the taking, and a statutory declaration that all was in order, to the Governor for proclamation. From the day named in the proclamation, the land vested in the local authority, the proclamation to take effect once it was gazetted.

Different rules applied to Māori land titles. Under the Public Works Act 1894, the same general taking procedures theoretically applied to Māori freehold land, but in practice multiply owned Native Land Court certificates of title were seldom registered and few local bodies held ownership details of Māori land. The inequity was validated in the Public Works Act 1928, which specified that the general notice provisions no longer applied to Māori owners and occupiers unless their titles were registered under the Land Transfer Act 1915.[35] For most, this meant that the only notice of an impending taking was that published in the *Kahiti*, the Maōri-language government Gazette, but even this was not crucial: the failure to do so did not invalidate the taking. The limited notice with respect to Māori freehold land had obvious implications for lodging objections. It was not until the Public Works Act 1981 that the general provisions for taking were applied to general and Māori land alike.

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[34] The Public Works Act 1928 was an important consolidation which remained in place for half a century. The Public Works Act 1981 that replaced it has been similarly long-lived. For a comprehensive analysis of public works takings affecting Māori land, see Waitangi Tribunal, *The Wairarapa ki Tararua Report 2010*, Wai 863, vol. 2, chapter 8.
[35] Public Works Act 1928, s.22(3).

Compensation was payable to those adversely affected by public works takings, with statutory guidelines since at least 1894 prescribing how compensation was to be assessed, by a Compensation Court especially constituted for this purpose. Once again, however, differential treatment with respect to Māori landowners and occupiers prevailed until 1981. In the case of Māori freehold land, compensation was instead determined by the Māori Land Court, upon application of the local authority within no later than six months of the taking. Unlike the Compensation Court, the Native Land Court was given a wide discretion with respect to compensation. The judges of this court were not expert valuers.

'Taking' land for public works is a compulsory acquisition using powers under Public Works legislation. Affected parties may object but cannot stay the expropriation. The expediency of any proposed work ultimately rests with the taking authority, having satisfied itself that no private injury will result for which compensation will not provide. Since the Public Works Act 1894, there has been provision for local government to enter into agreements with landowners to takings, termed 'settlements', enabling shortcuts in the taking procedures. 'Settlement' occurs within the framework of compulsory taking but involves a negotiated agreement as to terms (the amount of compensation, for example, but also in some cases a reduction in area, continued access, or continued occupation). Alternatively, local government can purchase the land required outright, avoiding the public works taking procedures altogether. One implication of doing so is that the acquisition may not be 'tagged' for the public work for which it was purchased. Like 'settlement', the extent to which these transactions are 'willing' needs to be tempered by the prospect of compulsory acquisition in which they occur. The waterworks acquisitions detailed in this report were achieved all three ways.

How local government wields its powers with respect to public works is ultimately political. Taking Māori land was less controversial in the first half of the twentieth century than it proved in the second. A comprehensive analysis of public works takings affecting Māori land was undertaken by the Waitangi Tribunal for its 2010 *Wairarapa ki Tararua* report.[36] It found that while acquisitions from general land early on tended to be negotiated, the opposite was true for land owned by Māori, reflecting an 'official' view prevailing from the 1930s to the 1970s that it was 'impossible' to notify or negotiate with Māori owners, and that compulsory purchase was therefore 'easier'.

Of the 19 transfers considered in this report, local government used its compulsory taking powers outright in at least four cases, all before 1950. All four involved Māori freehold land. Nine of the 19 acquisitions were achieved through direct sale and purchase agreements, which means they were not treated as takings

[36] Waitangi Tribunal, *The Wairarapa ki Tararua Report 2010*, Wai 863, vol. 2, chapter 8. In that inquiry, the Tribunal echoed previous findings that the compulsory acquisition of Māori land for public works can be justified in Treaty terms only in exceptional circumstances, where the national interest is at stake and there is no other option, p.743.

at all. Three such transactions were made with the East Coast Commissioner (or the predecessor Trust Lands Board) in whom the Māori land being taken had been vested in trust. Although the waterworks acquisitions present a comparatively small sample, they tend to support the Tribunal's observations of a local government inclination for negotiated settlements rather than a straightforward reliance on its taking powers, a preference which has only increased over time and which, since the 1950s, has come to include Māori landowners. The expediency of negotiation, however, still sits within the larger public works reality in which power is weighted in favour of the local body rather than the property owner.

Figure 11: The source of Gisborne's water, 1993 [37]

[37] The photo was taken by DOC Senior Conservation Officer the late Chris Ward as part of his effort in the early 1990s to save the 'Pamoa corridor' between the Mangapoike and Waingake Catchments (depicted by the dotted red line) from commercial forestry (see Back story #10). The view over the Clapcott dam looks northwest over the former Pamoa Station. B/18/6C 3 vol. 2.

Gisborne's water works

Gisborne City draws its water from the high country of Maraetaha. The view in Figure 11 is northwest, towards Tūranganui in the distance. The water supply began in the early twentieth century as an intake from the native bush catchment shown towards the top right of the photo, Waingake Waterworks Bush. From the intake at the bottom of the catchment, the supply drained over six kilometres along the Te Arai Valley via the 'Bush-line' to the headworks at Waingake before it was piped the 29 kilometres to town. The initial bush catchment was purchased in 1905; an easement for the Bush-line and access obtained the following year; and land for the headworks taken in 1913. Since then, local government has purchased the remaining areas of Waingake catchment and obtained another treatment plant site near the original headworks.

In 1947, to augment supply, the Gisborne Borough Council used public works legislation to obtain land at the headwaters of the Mangapoike River for an ambitious, multi-dam project: the Mangapoike Dams Catchment.

A second photo from 1971 shows the system from the reverse angle, looking south-west to Morere and Nuhaka (see Figure 12). In addition to the location of the Dam-line, the photograph highlights the importance of the Waingake bush catchment remnant in an otherwise ravished landscape, and the implications of the Bush-line and proximity of the headworks at Waingake on Patemaru Station. Note the location of the 'No. 2 reservoir site': the photo was part of a larger feature article promoting the Gisborne City Council's ambitious plans for water supply development, recently released in a comprehensive report prepared by long-serving City Engineer Harold Williams.[38]

Two more dams within the Mangapoike catchment went ahead in the 1970s. One of them, the Mangapoike 1A or Sang Dam, was built outside the existing council property, requiring further land acquisition. The Gisborne City Council also acquired Puninga Station at this time, with future impounding of the Puninga catchment waters in mind. The acquisition of land lying between Gisborne City Council's two water catchments – Fairview and Pamoa Stations – occurred in the aftermath of Cyclone Bola, in March 1988, with the ostensible goal of protecting the Dam-line from future land erosion damage. The report now turns to detail each of these acquisitions in turn.

[38] A2973061 Gisborne City Water Supply with Proposals for Augmentation and Improvement with Recommendations for Long Term Development Policy - Gisborne City Council - 2 Feb 1971 ('Gisborne City Water Supply Report, 1971').

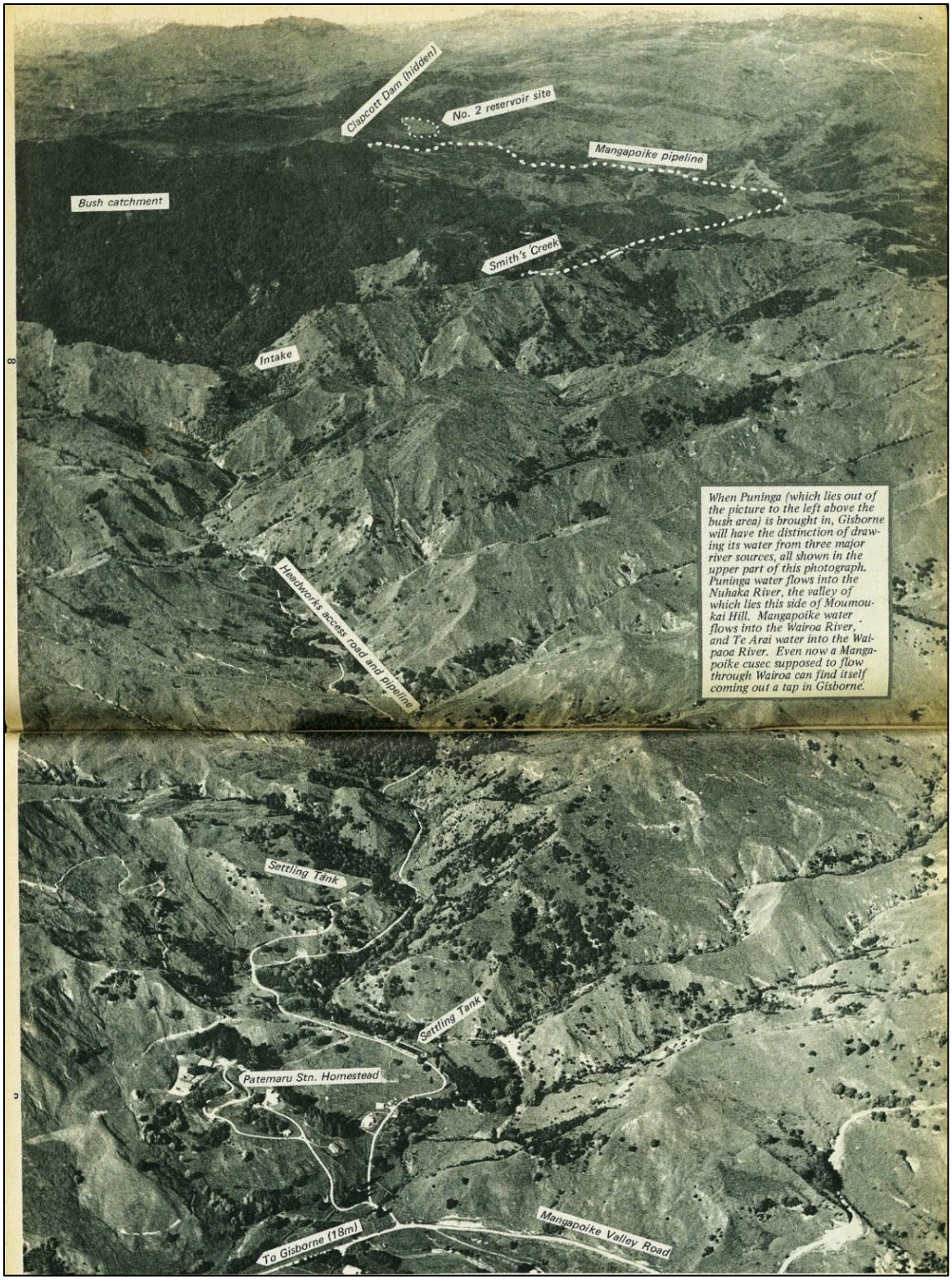

Figure 12: 'Where the Water Comes From', 1971 [39]

[39] *Gisborne Photo News*, 24 March 1971.

Purchasing Waingake bush catchment, 1905

Twenty-five years after its incorporation in 1877, the Borough of Gisborne was still without a water supply. Residents relied on what they collected, the rainwater 'sweltering in their tanks all summer'.[40] Typhoid and enteric fever outbreaks were not uncommon. Much of the inertia to invest in a permanent water supply seemingly lay in the shortcomings of available options, coupled with the parsimony of ratepayers.[41] In 1903, the council's decision to finally commit to a scheme at Waihirere was checked by further engineering advice that the catchment there was not large enough and that a concrete dam would be at risk from earthquake.[42]

It was at this point that the headwaters of Te Arai River were first identified as a potential source, indeed 'without exception the most suitable source for a gravitational high pressure supply … in the district'.[43] Consulting engineer Leslie Reynolds had been impressed by the large watershed, 'all bushed and free from slips' but he had initially discounted the option in his December 1903 report because of the cost – estimated at £88,000 – of piping the water the 20.5 miles to town. Robert Hay's second opinion in 1904 was as equally enthusiastic. The Te Arai headwaters presented an ample, permanent supply of pristine water from a back country catchment that could be kept free from pollution. No headworks of any magnitude would be required and therefore all earthquake risk eliminated. Hay's estimate of the cost was lower than that of Reynolds, and on a par with the proposed scheme at Waihirere.[44]

A ratepayers' poll in favour of the borough council borrowing £75,000 for waterworks reticulation, plus a further special loan of £10,000 to acquire the water catchment at the head of Te Arai River was carried in December 1904. The loan was raised in early March 1905.

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[40] *Poverty Bay Herald*, 17 March 1898.
[41] In 1898, for example, the borough council again rejected a proposal to dam the Waihirere Stream above the falls, touted as the best option at the time, voting against borrowing £20,000 for the scheme.
[42] The land at Waihirere acquired by the council for waterworks became security for a loan of £20,000 for water and drainage works, Gisborne Harbour Board Amendment Act 1903, Section 6.
[43] 'Gisborne Water Supply, Mr. Leslie H. Reynolds's Report', 30 December 1903, in Reports on the Water Supply for Gisborne, NZ, 1911-1936[sic], A2961153, GDC. Te Arai River headwaters were not one of the 17 options canvassed in the earliest extant engineer's report of 1901, that of R L Mestayer, 'Gisborne Water Supply', June 1901.
[44] Mr Robert Hay's Report on Water and Drainage for Gisborne NZ, January 1904, A2961148, GDC.

To-morrow evening the burgesses of Gisborne will be called together once again to discuss loan proposals, having for their object the obtainment of a water supply for Gisborne. Many such meetings have previously been held, but never before have they been attended by such favoring circumstances as those that give hope that to-morrow's meeting will see the initiation of a step forward in the progress of the town, for which we have waited all too long. Upon previous occasions there has always been a strong opposition to loan proposals, arising from doubts held in the minds of some as to the reliability of the source and probable efficacy of the scheme submitted for the consideration of the ratepayers. Councillors themselves have held these doubts, and never before has the Council been so unanimous upon the question of water supply as it is at present. A source has been discovered which all agree contains an adequate supply for Gisborne for many years to come, and which is at a sufficiently high elevation to provide a high-pressure water supply for the town. The water has been analysed, and has been found free from impurities and thoroughly suitable for domestic use. The source has the advantage that the watershed is situate in virgin country, and observation has proved that even in times of excessive rainfall the stream is not subject to discoloration. Without the slightest hesitation the whole of the members of the Council are able to honestly recommend the Te Arai stream to the ratepayers as the most suitable locality in the district from which water may be obtained for the town. Nor will the cost be found to be excessive.

Poverty Bay Herald, 22 November 1904

The 'discovery' of the Te Arai source on Maraetaha 2 coincides neatly with the appointment of the East Coast Native Trust Lands Board, in March 1903. Maraetaha 2 was Māori land, one of numerous land blocks within Te Tairāwhiti caught up as collateral damage from the New Zealand Native Lands Settlement Company ruin, and now statutorily vested in the Trust Lands Board under the bespoke East Coast Native Trust Lands Act 1902 (see Back stories #5 and #6).

Parliament had intervened in 1902 to ensure the debt owing to the Bank of New Zealand was paid back from the 'realisation' of the trust lands in Te Tairāwhiti, but in a more profitable way than mortgagee sales so that some lands would be retained for the beneficial owners. The three-member East Coast Native Trust Lands Board comprised men closely involved in local government. Board Chair, Te Hapara sheepfarmer James Macfarlane, had chaired the Cook County Council up until May 1902. John Alfred Harding was a current Gisborne Borough Councillor. Walter Shrimpton, from out of town, chaired the Hawkes Bay County Council. All three men, as the media put it, were 'well versed in native land matters' and the 'good results … confidently expected from their administration' the newspaper report alluded to were explicit: 'It is expected that a large area of native land will soon be put on the market.'[45] Indeed,

[45] *New Zealand Mail*, 25 March 1903, p. 5. The 3000-acre Maraetaha 2 Section 3, part of which the council subsequently purchased, was in fact advertised for tender in June 1904. *Poverty Bay Herald*, 10 June 1904, p. 3.

Maraetaha 2 Section 4 was one of the first transactions executed by the board in January 1904, the 3,142-acre block sold for £15,967.

The sale and purchase of the Waingake catchment for the town's waterworks in the spring of 1905 neatly dovetailed the interests of the parties involved. Gisborne Borough needed a water supply; the Trust Lands Board had lands to 'realise'. The transfer to the borough council of Maraetaha 2 part Section 6 (1,349 acres) was registered on 17 August 1905 and that of part Section 3 (950 acres) on 25 September 1905.[46] In all, the council acquired 2,299 acres of the Waingake forested catchment for £4,598, or £2 per acre. This is slightly less than the Board's 1905 reported valuation of the land, and considerably below the amount fetched from the 1904 sale of the adjoining Te Puru block (Maraetaha 2 Section 4) by public auction.[47]

Board control effectively removed the trust lands from the existing legislative regime applying to Māori freehold land. As the board itself put it, the statutory intervention envisaged 'a strong executive, untrammelled by vexatious restrictions and technicalities.'[48] By way of comparison, Maraetaha 2 Section 5 (being 857 acres partitioned for four owners in 1896 to extract their interests from the trust) was also transacted at this time. Unlike the straightforward transaction between the commissioner and the council, however, doing so required satisfying the Native Minister that the terms were fair and that the vendors would not be left landless as a result. Notwithstanding that all these Maraetaha 2 titles were based on similar Validation Court decrees, the sale and purchase of Section 5 also perversely required a gazetted proclamation, on the recommendation by the District Māori Land Council, lifting the restrictions against alienation.[49]

Even with its comparatively free rein, there are several anomalies about the Board's sale and purchase to the borough council. Section 9 of the 1902 Act reads as if only lands subject to mortgage were able to be sold or leased. Both Maraetaha 2 Sections 3 and 6 were unencumbered. Moreover by this time, not only had the sale of Section 4 more than satisfied the liability charged against Maraetaha 2 trust lands, but the Board had also paid back the entire debt owed by the combined trust lands to the BNZ. At bottom, the sale of the catchment to the Gisborne Borough Council was unwarranted in terms of the Board's

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[46] GS41/277 and GS42/3.

[47] In the Board's 1905 Report, the 3000-acre Section 3 was valued at £5000 and the 4,000-acre Section 6 at £10,000. AJHR 1905, G-9, p. 5. On these values, the price would have been @£4,797 10s. The year before, the sale of the 3,142-acre Te Puru block realised £15,967. Maraetaha 2 Section 5 was also transacted at this time, the 857.5-acre block sold to Alice White for £2,350 or £2 15s per acre. R22402223.

[48] 'Interim Report of the East Coast Native Trust Lands Board', 29 October 1903, AJHR 1903, G-9, p. 2.

[49] Notwithstanding that the Validation Court decrees were issued without restrictions and that Maraetaha 2 Sections 3, 4 and 6 were deemed to be free of such restrictions, Alice White nonetheless had to apply for the removal of restrictions over Section 5. It took officials in Wellington over a year to process the application, R22402223.

ostensible role of debt repayment. Further, the Board was required under Section 12/1902 in each case to obtain the prior agreement by written deed of the block trustees as to its powers (to sell, or lease or subdivide or improve).[50] In its report dated 1 September 1905, a fortnight *after* the sale of the land, Maraetaha 2 Section 6 was included in a schedule of lands which the trustees 'have not yet conveyed to the Board.'[51]

In the partition arrangement forced upon them in 1896, Ngai Tāmanuhiri had deliberately set aside these lands for their own use and occupation, freed from any liability, in a bid to arrest the alienation of their land by forces outside of their control (see Back story #5). The Board's sale and purchase to the borough council for waterworks purposes proceeded over the heads of the beneficial owners. As set out in Part One, the alienation to the borough council was one of a raft of issues in a petition to Parliament in 1909: both the alienation of the land without their knowledge or consent, and the fact that the owners had never received the proceeds from the sales.

The borough council's waterworks acquisitions cut the parcels in two, which had implications for future utilisation (see Figure 13). The eastern end of Section 3, for example, was later farmed with adjoining land as Te Kopua Station. The lack of access to the parcel resulting from the 1905 waterworks sale and purchase remained an issue that was raised again more than 80 years later in the context of the negotiations over Pamoa Station.

Gisborne accountant Thomas Coleman was secretary to the East Coast Native Trust Lands Board and took over as East Coast Commissioner in 1906. Coleman did not dispute the account of alienation set out in Ngai Tāmanuhiri's petition. He explained that the board had simply done what it had been statutorily established to do. While it was true the owners had not received a penny of the £24,622 received from sales, the board had paid £10,291 9s 3d to discharge the mortgage over Section 4, and 'considerable sums' besides for rates, surveys, legal and sales expenses.[52] The 'waterworks' proceeds had not been distributed, the East Coast Commissioner continued, because 'the owners in the Maraetaha Block have never been ascertained.' The alleged *tabula rasa* of ownership highlights once again the trifling regard for Ngai

[50] As set out in Back story #5, Hemi Waaka, together with Wi Pere and James Carroll were trustees for both blocks. Amending legislation in 1903 changed Section 12 so that now the deeds of agreement required a *majority* of trustees to agree. In April 1902, before the statutory intervention, Hemi Waaka and Otene Pitau took legal action against the BNZ to prevent the sale of Maraetaha 2 Section 4 and to have the Bank render accounts of the expenses charged against the land. *Poverty Bay Herald*, 5 April 1902, p. 2. Waaka did not live to see the Board's sale of Sections 3 and 6, the tribal leader died the previous year, in November 1904 (*Wanganui Chronicle*, 16 November 1904, p. 4).
[51] 'Report, Balance-Sheet, and Statement of Accounts of the East Coast Native Trust Lands Board', AJHR 1904 G-6 p. 3.
[52] East Coast Commissioner to Under Secretary Native Department, 5 November 1909, R22402667.

Tāmanuhiri's property rights in the Validation Court, particularly against the impact of Crown purchasing and Ngai Tāmanuhiri's preoccupation with the relative interests of non-sellers (see Back story #5).

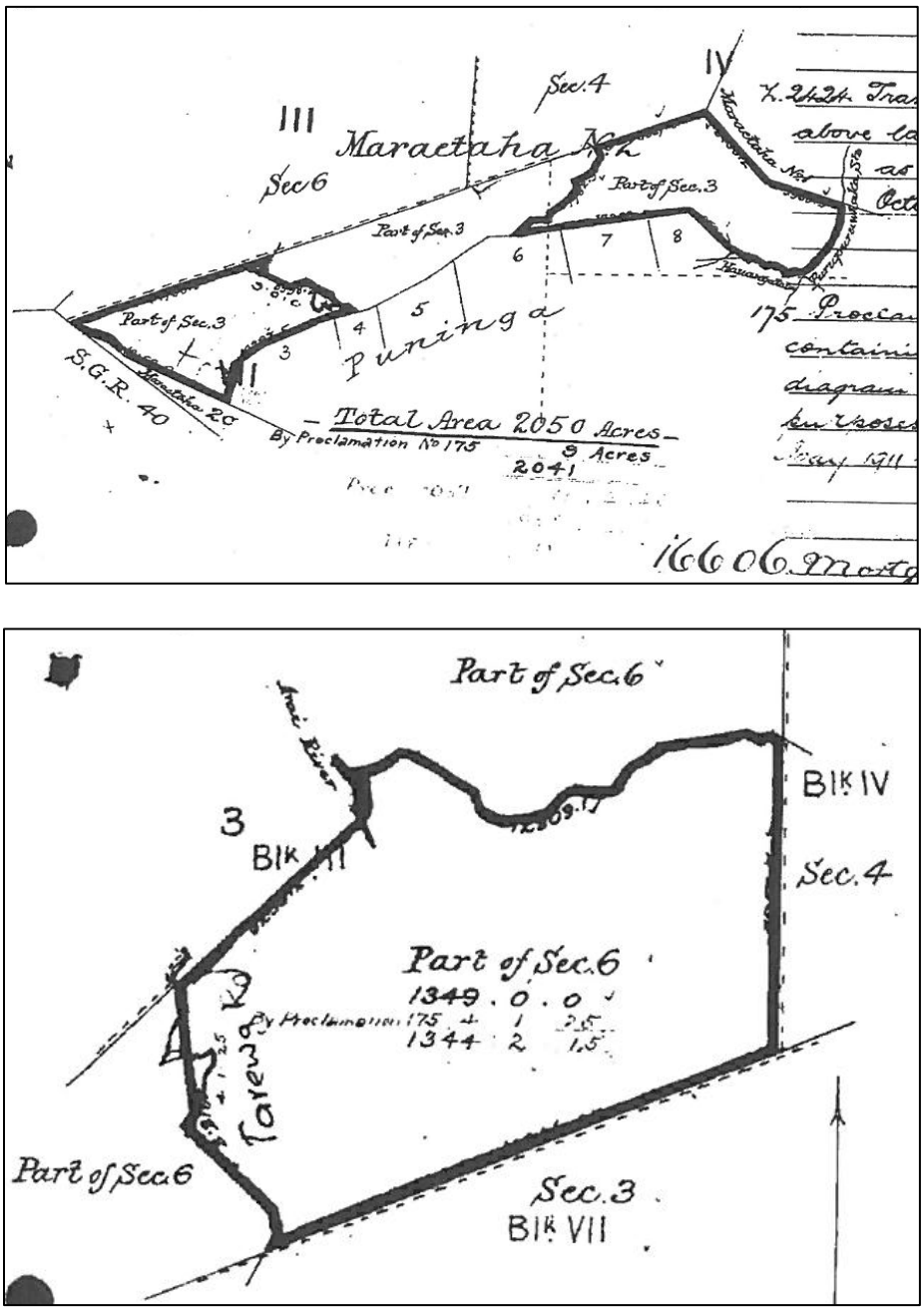

Figure 13: GBC's waterworks purchases of parts Maraetaha 2 Section 3 and 6, 1905[53]

[53] GS3B/642 and GS3B/805.

Coleman applied to the Native Land Court for the definition of relative interests in Maraetaha 2 Sections 3, 4 and 6 in March 1909, four years after the sale and purchase. The application was finally heard by Judge Nobel Jones, in June 1912, after an inquiry held by a committee of owners themselves earlier that year (see Back story #7).[54] The net proceeds from the sale were finally distributed to the individual beneficial owners over 1913-1914, once the appeal of the case had been dismissed.

Today the 1905 purchases that make up the bulk of the Waingake Waterworks Bush are still held by GDC in two titles (see Figure 14).

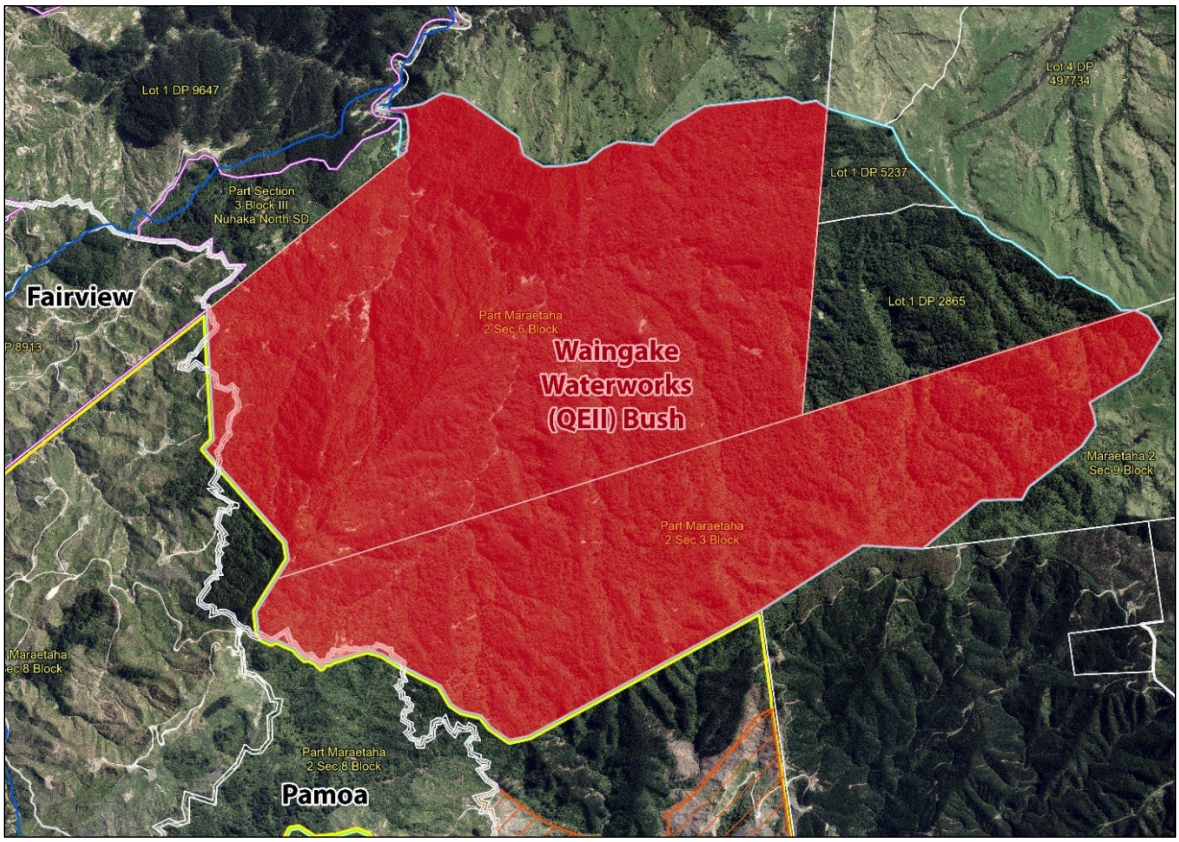

Figure 14: Waingake Waterworks Bush, purchased 1905[55]

[54] Jones acted for Ngai Tāmanuhiri owners in the Validation Court proceedings in 1896, objecting to the inclusion of the Te Puninga Block in the Trust's claim. In his appeal on behalf of the owners to Native Minister Seddon to intervene, Jones had described the outcome of the Validation Court proceedings as 'a great wrong', unaware at this point of the government's own role in the dealings. Jones to Native Minister, 24 June 1896, R24568388. The minutes of the 1912 definition of relative interests are wholly illegible. Fortunately, Jones gave a detailed account of the proceedings to justify dismissing the appeal of the decision the following year. Application Block file Maraetaha Box 119, Māori Land Court Tairāwhiti.

[55] Part Maraetaha 2 Section 6 (GS3B/805), 'Current Title 9'; part Lot 3 DP1371 (GS3B/642), 'Current Title 12' in #A589651 Research Waingake Catchment, GDC.

Obtaining the Bush-line easement, 1906

In addition to selling the Gisborne Borough Council the Waingake bush catchment, a year later the East Coast Native Trust Lands Board signed a memorandum of transfer conveying to the council, for 10 shillings, 'the perpetual right to erect place construct and maintain a line of pipes' through the balance of Maraetaha 2 Section 6, together with the 'full free and perpetual right' of access to the pipeline, and the right to disturb the soil for any pipeline works. In doing so, council was to take care – to cause as least disturbance as possible, to leave stock undisturbed, to close gates, and to resow in grass any disturbance to the soil.[56]

On the accompanying plan, the pipeline followed the Te Arai River almost six kilometres from the new waterworks reserve to Rangaiohinehau 4B (see Figure 15). This became known in time as the 'Bush-line'. A one-chain road reserve also ran the length of the left bank of the river through the property.[57]

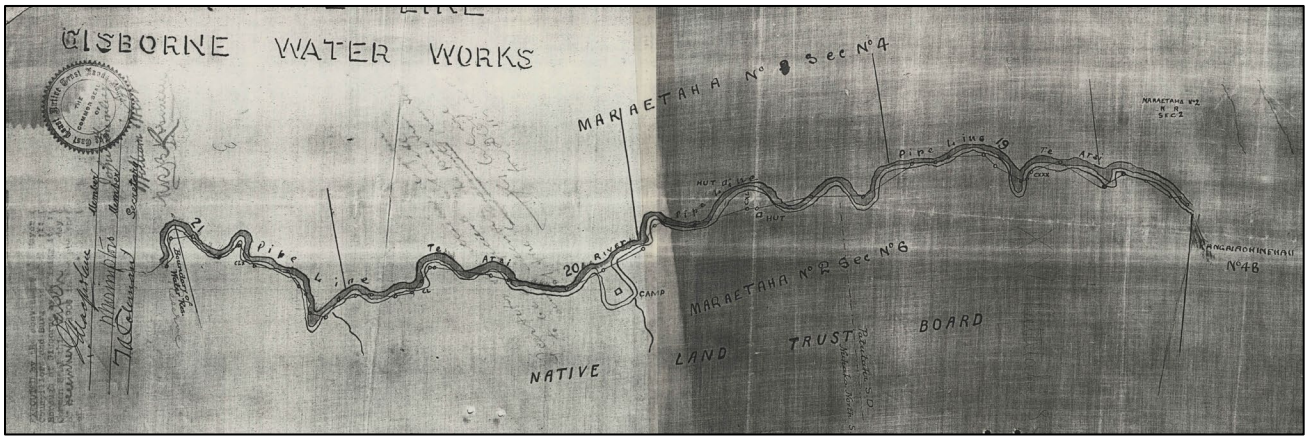

Figure 15: The Bush-line easement, 1906[58]

In May 1911, 17 acres was taken from the balance of Maraetaha 2 Sections 3 and 6 by the general government for the Te Arai-Mangapoike Road. The road taking also affected other titles in the vicinity, including the catchment parcels purchased by the Gisborne Borough Council.

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[56] Memorandum of Transfer T13434, dated 20 November 1906, WW015/1-4, GDC.
[57] 'Plan of Gisborne Waterworks Pipe Line through Maraetaha No 2 Sec.6 & Sec.3', WW15-6, GDC.
[58] 'Main Pipe Line Gisborne Water Works', dated 5 December 1905, WW 015/5. City Engineer Harold Williams later recounted that in 1911, nearly half of the Bush-line had to be replaced after being washed away in a flood. Gisborne City Water Supply Report, 1971, p. 3.

Taking for Waingake headworks, 1913

In 1913, the Gisborne Borough Council used the Public Works Act 1908 to take land for headworks at Waingake, including housing for the waterworks foreman and blacksmith and a holding or 'settling' tank for the removal of sediment from the supply.[59] The notice of intention to take was gazetted in September 1912, giving any objectors until 21 October to do so.[60] The notice was forwarded to the Native Department for translation in September 1912, which suggests it was also published in the Māori-language *Kahiti*.[61] The proclamation taking 14 acres 30 perches (5.741 hectares) of Part Rangaiohinehau 4B1 for waterworks purposes and vesting the land in the Gisborne Borough Council was gazetted almost a year later, dated 11 July 1913 (see Figure 16).[62]

Affected landowner Tiemi Wirihana lodged a claim for compensation to the borough council after the fact, in October 1913. As noted in Part One, Wirihana was a beneficial owner of the Maraetaha 2 trust lands who had been moved off his farm development on Maraetaha 2 Section 6 by the East Coast Commissioner. He had purchased Rangaiohinehau 4B1 through the Native Land Board for £10 per acre. His solicitor HJ Finn claimed that the council had taken all the available flat land in the block, considerably reducing the value of the balance. Wirihana claimed compensation of £484: £284 for the land taken at £20 per acre, and £200 for being 'injuriously affected' by the taking.[63] The claim was referred to the borough council's Finance Committee 'with power to confer with the Council's solicitor.' By the end of the month, the town clerk was directed to ascertain the value of the land.[64]

[59] Shown on 'Te Arai Stream rough traverse old intake to settling basin', WW018, GDC.
[60] *New Zealand Gazette* 1912, p. 2727.
[61] R22404483. The archive file contains the cover letter only, without any details.
[62] *New Zealand Gazette* 1913, p. 2164.
[63] *Poverty Bay Herald*, 1 October 1913, p. 4.
[64] *Poverty Bay Herald*, 29 October 1913, p. 7.

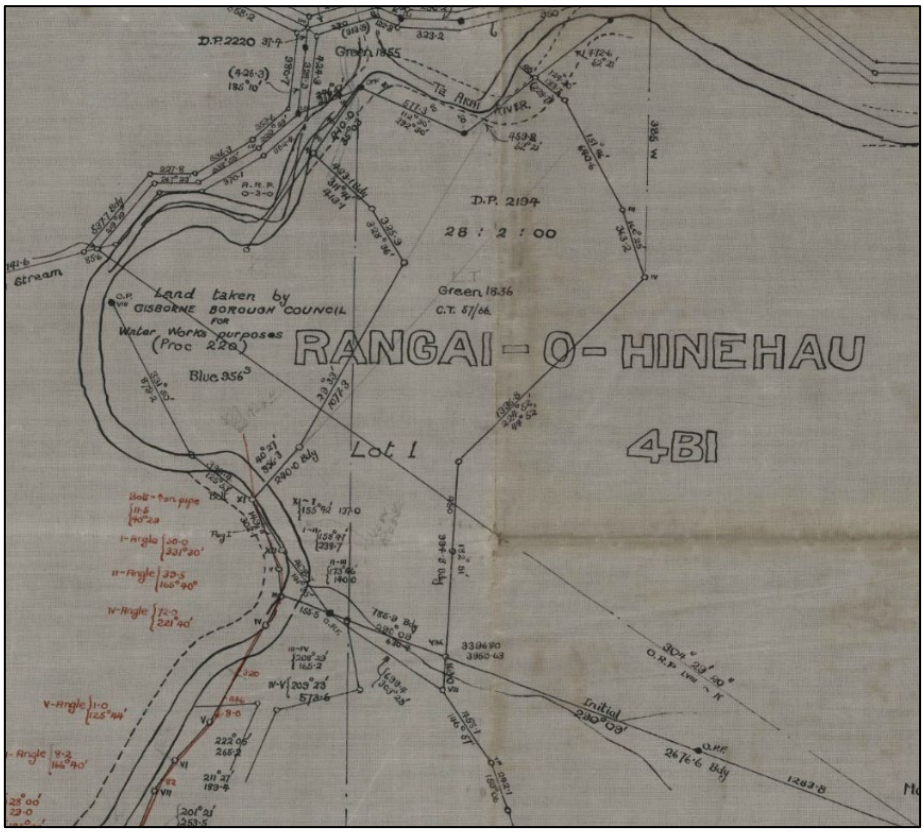

Figure 16: Waingake headworks site, taken 1913[65]

The compensation claim was considered by the Native Land Court in December 1913.[66] The minutes of the case are difficult to decipher. Finn appeared for the claimant Tiemi Wirihana, the discussion in court seemingly focussed on Wirihana's tenure. His purchase of Rangaiohinehau 4B1 from the Native Land Board may have been recent (the certificate of title for the parent Rangaiohinehau 4 block records the waterworks taking, but not the transfer of 4B1 to Wirihana).[67] The end result, however, was that the court ordered compensation at £280, the amount the borough council's solicitor had signalled the council was prepared to accept. Tiemi Wirihana was deemed by the court to be the person entitled to receive the compensation as the registered proprietor of the land.

[65] Being part Rangaiohinehau 4B1 (GS3A/1045), Plan of Te Arai Pipeline, 1950, WW15, GDC.
[66] 39 Gis 48-49, 19 December 1913.
[67] CT 32/237 (28 May 1894).

Purchasing Waingake bush catchment, 1925

As early as 1911, consulting engineer H Metcalf had recommended that council acquire the balance of the Waingake catchment.[68] Twenty-five years after his initial water supply report in 1903, fellow consultant Leslie Reynolds lamented the dribble the summer flow of the Te Arai headwaters had become in areas which had been denuded of bush.[69]

Such thinking probably accounts for the Gisborne Borough Council's purchase, in 1925, of a further 263 acres (106.3716 hectares) on the eastern slopes of the Waingake Bush Catchment from Henry White (see Figure 17). The land was part of White's Te Puru Station on Maraetaha 2 Section 4: Ngai Tāmanuhiri land which had been sold at auction by the East Coast Commissioner in 1904 to pay off the trust lands debt. In 1904, the 3,142.5-acre Section 4 had fetched £15,967, more than £5 per acre. The 1925 purchase cost the Gisborne Borough Council £1,783 10s 6d, suggesting Henry White was paid market value for the catchment addition.

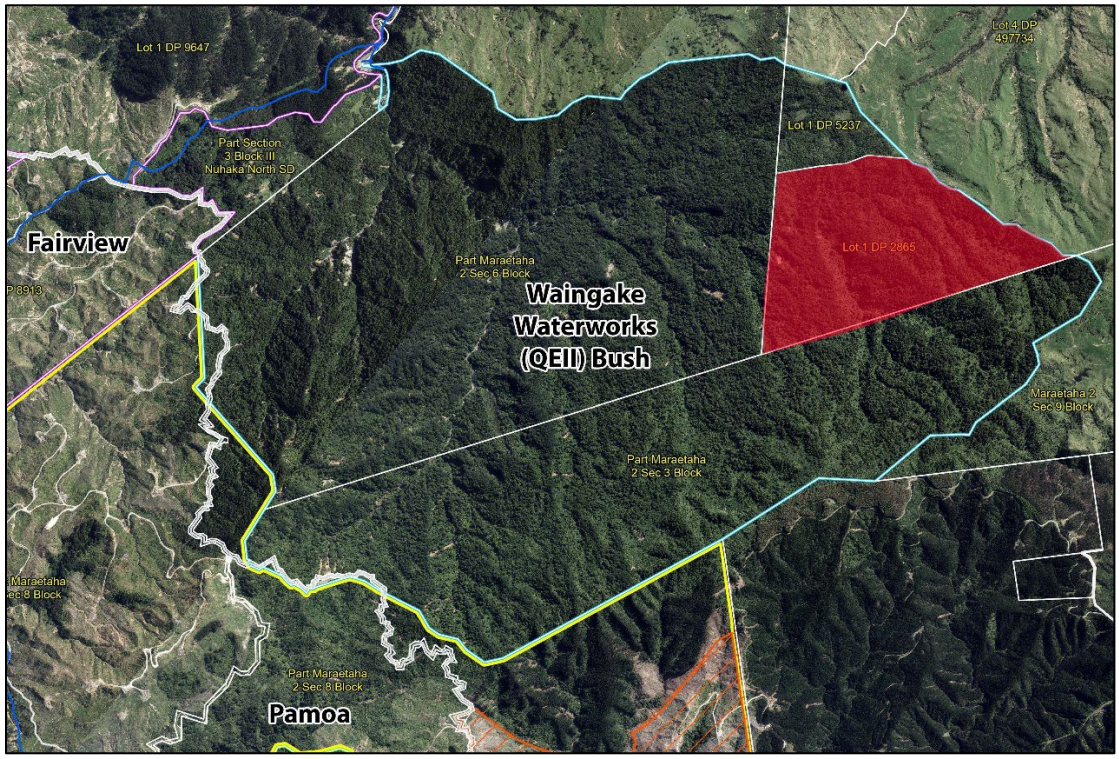

Figure 17: Waingake bush catchment, purchased 1925[70]

[68] H Metcalf, 'Report', September 1911, in Reports on the Water Supply for Gisborne, NZ, GDC.
[69] 'Report by Leslie H. Reynolds', 1 February 1927, in above.
[70] Lot 1 DP 2865 (GS2D/102) 'Current Title 11', GDC, #A589651 Research Waingake Catchment

From 1917, water was harvested from the Mangapoike River to augment the borough supply over summer. The water was lifted by pump almost 100 meters to a tank on the divide between the Mangapoike and Te Arai catchments and then directed by pipe to cascade into the Waingake Waterworks Bush via Smith's Creek. By 1927, bush felling had reduced the flow of the Mangapoike headwaters and once again, the borough council was confronted with the need to supplement the town water supply through the summer months. Damming the Waihirere stream was again considered and discounted. In 1939, a pilot treatment of water from the Waipaoa River failed to gain Health Department approval.[71]

Taking Mangapoike catchment, 1947

In 1941, borough engineer GF Clapcott proposed what became known as the Mangapoike Catchment Scheme: to augment the Waingake supply by impounding the 'ponds' of the Mangapoike headwaters, the stored water to be gravitationally piped, whenever required, into the bush catchment at Waingake. Within a proposed 1000-acre catchment of the open grass high country, three reservoirs were planned (see Figure 18).[72] Not only would the initial dam and pipeline project meet immediate needs, but the scheme also promised an abundance for future growth at relatively low cost.

To implement the scheme, Gisborne Borough Council proceeded to acquire over 1,082 acres of the Mangapoike catchment under the Public Works Act 1928. The area to be taken was surveyed in May 1944 (see Figure 19). Within the Gisborne Land District, six properties were affected, including a further 71.5 acres of Maraetaha 2 Section 3 (see Table 1). Half of the catchment fell into the Hawkes Bay Land District and was dealt with in a separate taking (from Small Grazing Run 40). The notice of intention to take the land was gazetted on 26 July 1945, the affected parties given 40 days to lodge any objection. The fact that 'Native owners' were listed for the Māori land titles affected on the survey plan of the taking strongly suggests these owners did not receive individual notice.

[71] Gisborne City Water Supply Report 1971, p. 4.
[72] Ibid, p. 7.

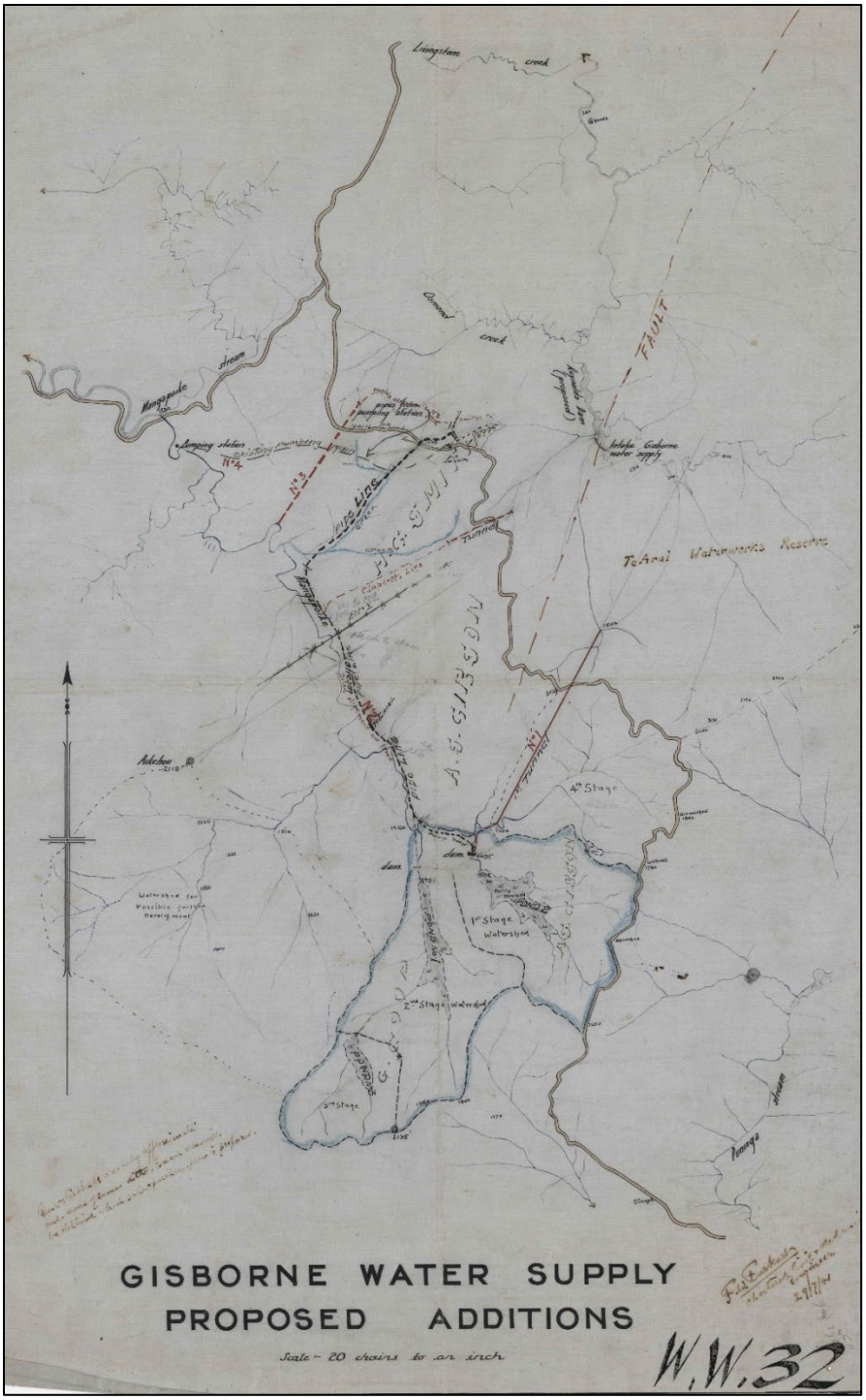

Figure 18: Proposed Mangapoike Dams Catchment, 1941[73]

[73] WW032 Catchment Area Additions (Proposed) 1941, GDC. The plan shows the position of the existing pipe line from the Mangapoike River to the saddle at Smith's Creek, and the proposed tunnel through to the Waingake Bush Catchment.

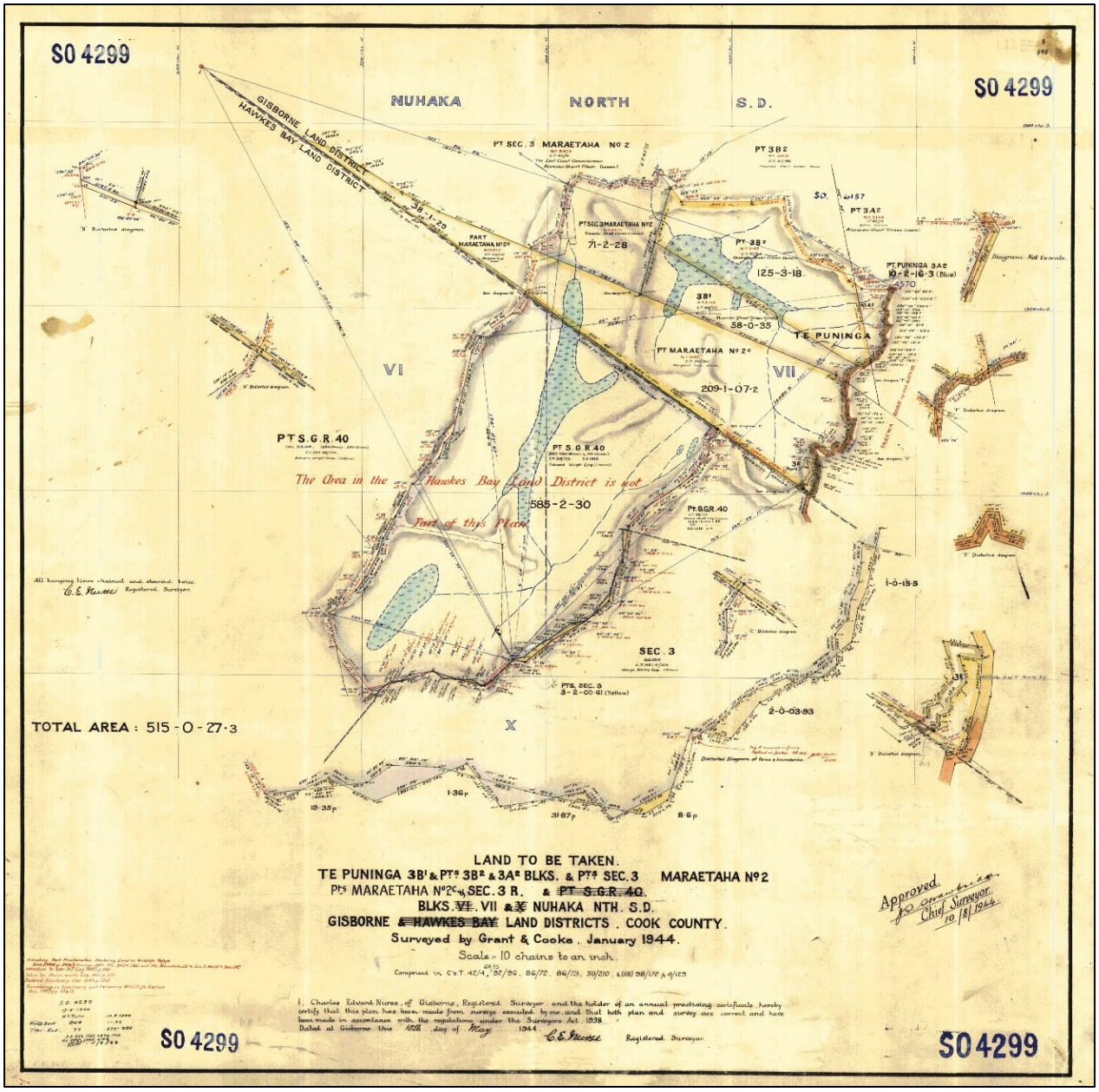

Figure 19: Land to be taken for Mangapoike Catchment Dams, 1944[74]

[74] SO 4299.

Three objections from affected landowners were reported in the local newspaper in August: two 'from Maori owners in the locality … based on the alleged deprivation of water rights', the third from Edward Coop, occupier of the 4,500-acre Crown leasehold, Small Grazing Run 40. Compensation, the article went on, was to be assessed 'by the usual procedure'[75]

Coop's formal written objection set out the adverse impacts the taking would have on farming operations and on the value of the remaining grazing run.[76] In separate correspondence a fortnight later, his solicitors challenged the taking on legal grounds, arguing that the Public Works Act 1928 restricted the taking of Crown land subject to Crown lease.[77] Legal opinions were quickly obtained which reassured the borough council of its authority to take the Crown leasehold, but new issues were identified. According to the Under Secretary of Public Works, while a Crown lessee had no greater protection against expropriation by a local body from a public work than any other lessee, the Crown's interest in the same land could not be taken compulsorily: rather, an agreement between the local body and the Crown under Section 32 of the Public Works Act 1928 was required instead.[78] In March 1946, the Commissioner of Crown Lands duly agreed to the setting apart of the area within Small Grazing Run 40 for water conservation purposes, provided £462 was paid as compensation to the Receiver of Land Revenue, Napier.[79]

More than a year after his written objection, Edward Coop attended the borough council meeting to argue his case against the taking in person, claiming that compensation could not make up for the reduction in value of the remaining run, and suggesting a smaller area be taken.[80] Clapcott informed the meeting that the boundary of the proposed taking had since been altered to meet Coop's concerns about access. In the newspaper report of the meeting, Coop's opinion that Gisborne would obtain more than enough water from the Mangapoike catchment without resorting to taking his farm was countered by Mayor Bull's statement that the land was to 'only be formally taken', that is, that Coop could 'probably' continue to use

[75] *Gisborne Herald*, 29 August 1945, p. 6.
[76] EW Coop to Town Clerk, Gisborne Borough Council, 17 August 1945, R21068323. In particular, Coop maintained that the taking would separate most of the remaining run from the road frontage, depreciate the value of improvements on the remaining run; make his lease interest less saleable; necessitate a sale of livestock at high prices making him liable for increased income tax; render it impossible to renew the lease; deprive him of several thousands of fencing posts on the land to be taken; and increase fire risk.
[77] Duncan Cotterill & Co to Town Clerk, Gisborne Borough Council, 4 September 1945, R21068323. The argument was based on the interpretation of Crown land in the 1928 Act, which excepted Crown leasehold lands from the meaning of 'Crown land' (which could be taken under Section 13(a)).
[78] Under Secretary Public Works to Town Clerk, Gisborne Borough Council, 10 December 1945, R21068323.
[79] Commissioner of Crown Lands, Napier District Office to Town Clerk, Gisborne Borough Council, 26 March 1946, R21068323.
[80] Coop's written objection, dated 24 September 1946, stated that the only site for a homestead and farm buildings was the small road frontage which would be cut off from the rest of the grazing run by the taking, R21068323.

the land for another 20 years, until the second proposed dam was built.[81] The motion to proceed with the taking was passed and a sub-committee appointed to negotiate a settlement with the Coops.

The paperwork was forwarded to Wellington for proclamation in November 1946. Enclosed (although returned to the borough council and no longer on file) were letters from solicitors Coleman & Coleman, setting out the written objections of their clients Hori Taipihi and a Mrs Pohatu to the taking. In his covering letter to the Under Secretary of Public Works, the town clerk explained:

> In reference to the objections raised by Mr Hori Taipihi and Mrs Pohatu these objectors did not appear to voice their objections in person, they did, however, call upon me personally and after I had explained that the taking of their land would not in the case of Mr Taipihi deprive the balance of his land of a water supply as this land is situated on the other side of the water shed, and in Mrs Pohatu's case that the Council proposed taking the whole of 3B1 Block, both objectors agreed that it was no use pursuing their objections further.[82]

The taking proclamation was temporarily held up by the borough council's failure to pay the Crown the £462 of compensation demanded. This was received in April 1947.[83] The takings were gazetted in June 1947, the proclamations declaring the land at once taken for waterworks and vested in the Gisborne Borough.[84]

Table 1: Lands taken for Mangapoike Catchment Dams, 1947[85]

	Parcel	a	r	p	Owner/Occupier
1	Part Puninga 3A2	10	2	16.3	Māori land, leased by AS Gibson
	Puninga 3B1	58	0	35	Māori land leased by AS Gibson
	Part Puninga 3B2	125	3	18	General land (AS Gibson)
	Part Section 3 Maraetaha 2	71	2	28	East Coast Commissioner, leased by AS Gibson
	Part Maraetaha 2C	209	1	7.2	General land (M Coop)
	Part Maraetaha 2C	38	1	29	General land (M Coop)
	Section 3R	1	0	13.8	Road
	Total	**515**	**0**	**27.3**	
2	Small Grazing Run 40	566	2	5	Crown land, leased by Edward Coop
	Total	**1082**	**2**	**32.3**	

[81] *Gisborne Herald*, 25 September 1946, p. 4.
[82] Town Clerk, Gisborne Borough Council to Under Secretary Public Works, 19 November 1946, R21068323.
[83] Under Secretary Lands and Survey to Under Secretary Public Works, 19 February 1947; 22 April 1947, R21068323.
[84] *New Zealand Gazette* 1947, p. 778. The registration of the borough council's title to SGR 40 was held up for a further six months by the District Land Registrar, who questioned the wording of the proclamation with respect to the Crown's interest in SGR40. R21068323.
[85] *New Zealand Gazette* 1945, p. 961.The ownership details are taken from SO 4299.

A memorandum of settlement between the Gisborne Borough Council and the Coops was reached on 10 November 1948, relating both to Small Grazing Run 40 leased by Edward and the 249 acres taken from Part Maraetaha 2C owned by Margaret. Compensation for both was £7000, to be paid on 30 November 1952, without interest. Curiously, given the delayed payment, under the terms of agreement, Edward Coop could continue to occupy SGR 40 for an annual rental of £434, until such time as the borough council required the land for waterworks. At the point it entered possession, council was to fence off the waterworks reserve.[86]

Coop leased back the council land for the following five years, the payment amounting in all to £2,604. He died in 1954. The leasehold of the balance of SGR 40 was converted into freehold and Coop's successors continued to occupy part SGR40 rent-free. In 1960, the Gisborne City Council sued his estate for overdue rental, which was finally settled in 1963. The settlement required the Coops to vacate at once.[87] Preliminary work on Dam No. 2, the Williams Dam, was begun in 1965.

Gisborne Borough Council's application for the assessment of compensation for the Māori freehold land titles in Table 2, part Puninga 3A2 and Puninga 3B1, was heard by the Māori Land Court in July 1949.[88] Owners Miriama Pohatu and Mate Herewini were present. Council valuer F Ball provided the Lands & Survey Department's 1946 land valuations of £48 5s for the 10 acres 2 roods 16 perches of part Puninga 3A2 and £177 5s for the 58 acres 35 perches of Puninga 3B1. These values, Ball assured the court, were relative to the value of the adjacent areas that had been taken. The amounts were rounded to £50 and £180 respectively by the court and the court order made for £230 compensation plus £6 costs of distribution: the compensation payable to the Maori Land Board for distribution to the owners.

The above minutes infer that the other parties affected by the takings were also compensated but the details have not been located. Given the East Coast Commissioner's track record, it is likely that a settlement was negotiated for the 71 acres 2 roods 28 perches of Maraetaha 2 part Section 3 taken on this occasion.

The 1947 Mangapoike catchment takings are today held by the GDC in two titles (see Figure 20).

[86] Memorandum of Settlement, November 1948, C/13/7B R26/01 Waterworks Reserve – Waingake, 1956-1968.
[87] Deed of Compromise, 1963, in C/13/7B R26/01.
[88] 71 Gis 23, 9 July 1949.

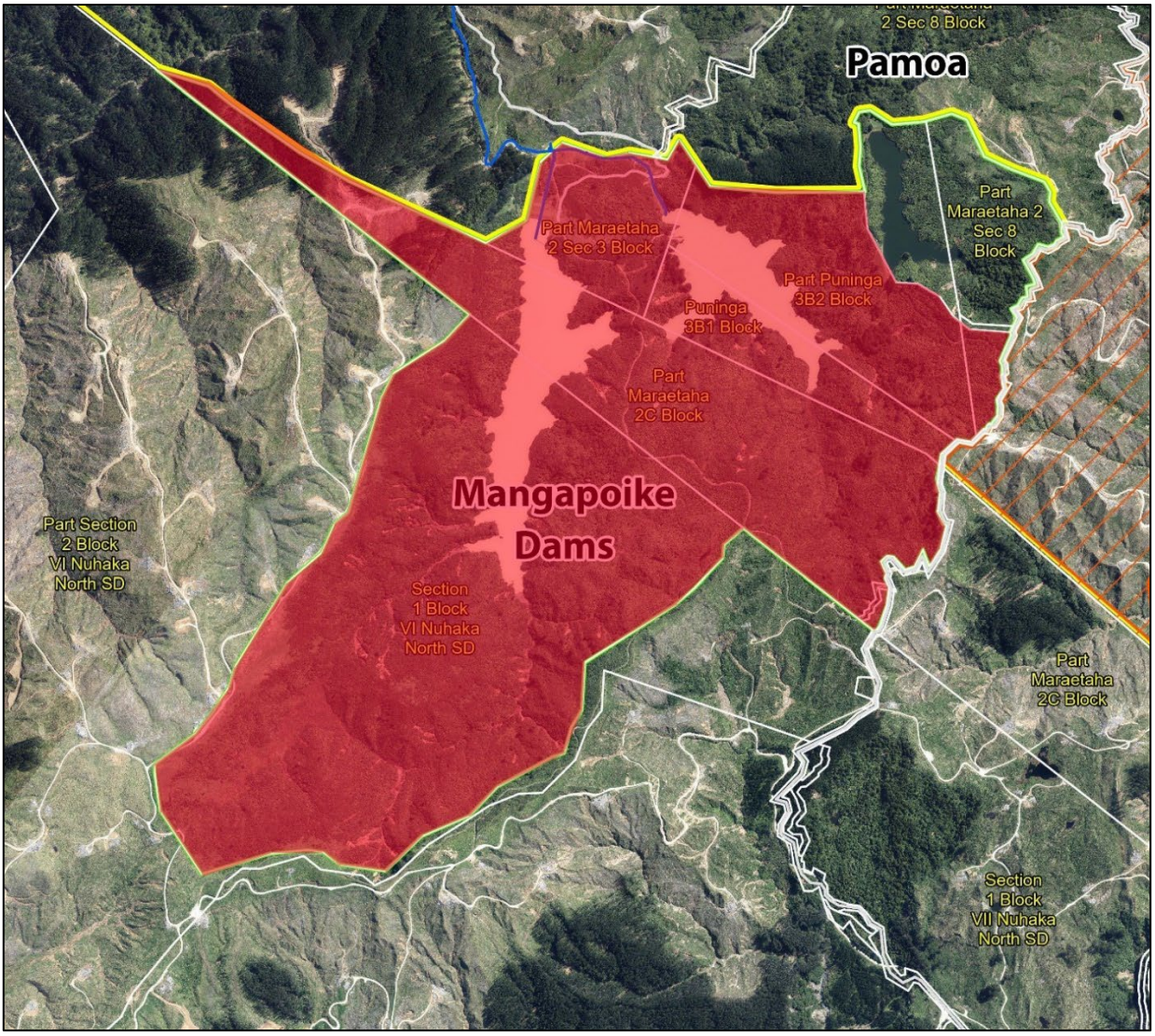

Figure 20: Mangapoike Dams Catchment, taken 1947[89]

The first, 'No. 1' or 'Clapcott' Dam in the Mangapoike Catchment Scheme was located on the lands within the Gisborne Land District. Construction was completed in 1948. The concrete arch dam impounded 246 million gallons of water from a 368-acre catchment of scrub and grass, the reservoir itself covering 58 acres. In May 1949, the same lands were declared a sanctuary under the Animals Protection and Game Act 1921-22.[90]

[89] Puninga 3B1, Section 3R, part Puninga 3A2, part Puninga 3B2, part Maraetaha 2C, part Maraetaha 2 Section 3 (GS97/32), 'Current Title 8'; Section 1 Block VI Nuhaka North Survey District (HB119/109), 'Current Title 7', #A589651 GDC.
[90] *New Zealand Gazette* 1949, p. 1215.

Figure 21: No. 1 Clapcott Dam, 1982. [91]

Water was piped from the Clapcott Dam 4.5 kilometres to the ridge saddle between the Mangapoike Valley and the Waingake catchment (the 'Dam-line'), where it discharged into the natural water course of Smith's Creek as the earlier Mangapoike River outlet had done, the combined waters cascading 200 meters to the bush intake a mile away.

The Dam-line transversed Pamoa Station, vested in the East Coast Commissioner and leased to AS Gibson at this time, and the neighbouring Fairview Station to the north, a Crown leasehold held by Selwyn Smith. Early plans to lay the pipe underground were soon abandoned due to cost. Instead, the 17-inch pipeline ran overland. Unlike the pipeline easement of the early twentieth century, the Gisborne

[91] Clapcott Dam, N.106 – 162138, September 1982 in D/24/6B 55/02 Water Supply 1980-1983, GDC.

Borough Council did not move to register a legal easement for the Dam-line at this time. As set out below, the initial overture to occupier AS Gibson about road access through Pamoa Station also referred to an easement 'for other works', but nothing further came of it. The cost of the requisite survey may have been a factor. Nor was the pipeline fenced off. Rather, for the next 40 years the council elected to depend on the 'goodwill' of its neighbours, not only to host the pipeline but to put up with ongoing monitoring, maintenance and even replacement.

Takings for access, 1949, 1951

To build and maintain the No. 1 Clapcott Dam, the council also required access from Tarewa Road through Maraetaha 2 part Section 3, which AS Gibson leased from the East Coast Commissioner. In October 1942, early on in the project, the borough council approached Gibson for permission to construct access through his leasehold property and for an easement for 'other works pertaining to the water supply.'[92] Gibson agreed, on condition that the council provide a gate at the Tarewa Road end, to be kept securely closed at all times; that no trees be felled or timber removed; and that no dogs be brought on to the property. Having gained Gibson's permission, the town clerk then wrote to the East Coast Commissioner, James Jessep, 'as owner of the property' for permission to build a road through the farm. Jessep, too, agreed.[93] Work on the access road began soon after.

Almost a decade later, and three years after the dam's completion, the Gisborne Borough Council formally acquired the road access. This was achieved through direct negotiation rather than the public works taking process. In May 1951, Deputy East Coast Commissioner Francis Bull signed a memorandum of transfer conveying the 10-acre surveyed road length within Maraetaha 2 Section 3 to the Gisborne Borough Council for £30.[94] Like the previous settlement of the original bush catchment, the land transaction with the commissioner occurred without reference to the Ngai Tāmanuhiri beneficial owners. There was no longer any need to negotiate with Gibson for he no longer occupied. Title to Lot 1 DP 4075 issued to the Mayor Councillors and Burgesses of Gisborne Borough for waterworks purposes on 29 June 1953 (see Figure 22 below).

[92] Gibson to Town Clerk, 30 October 1942, C/06/6C Water Works, 1952-1956.
[93] Town Clerk Jenkins to Jessep East Coast Commissioner, 24 November 1942, C/06/6C Water Works, 1952-1956.
[94] Memorandum of Transfer 44894, #A589651 Document Bank.

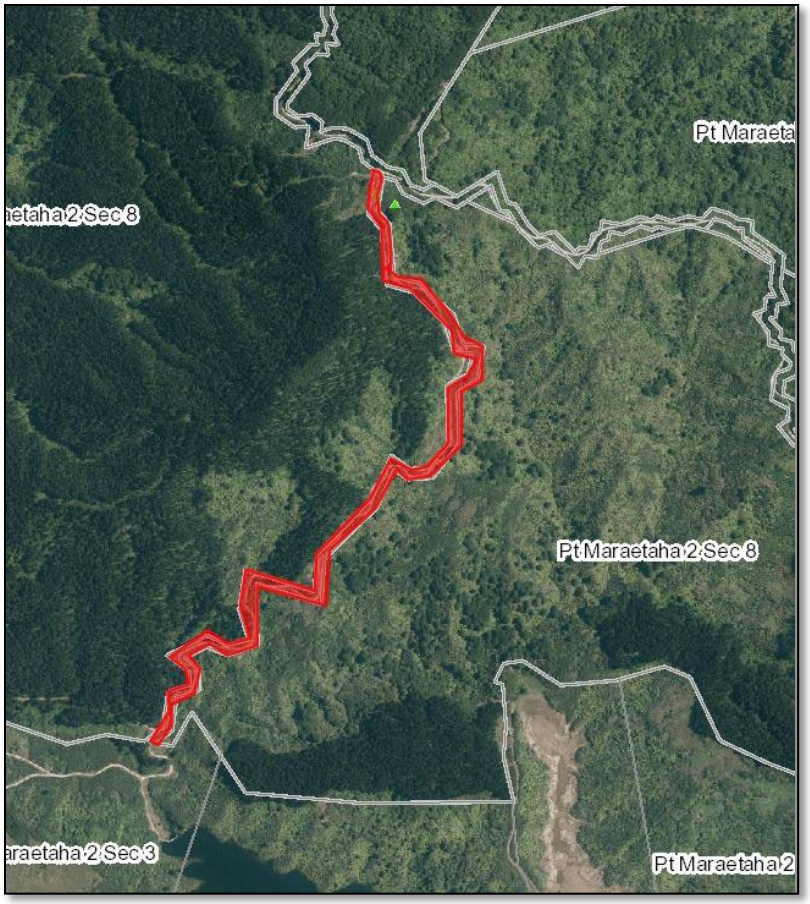

Figure 22: Access to Clapcott Dam, purchased 1951[95]

By this time, the borough council had also obtained title under the Public Works Act 1928 to a second access from Tarewa Road on the eastern boundary of the catchment. The taking of a further acre from Part Puninga 3A2 proceeded at pace. The survey completed on 16 August 1949 was approved by the Chief Surveyor on 8 September, the intention to take the land for the augmentation of the borough water supply signed by Town Clerk W M Jenkins and forwarded for gazettal the following week.[96] In early November, the *Gisborne Herald* reported that no objections had been lodged.[97] In the paperwork forwarded to the Under Secretary for Public Works for proclamation, Jenkins confirmed that no objections had been received.[98] On this occasion the borough council seems to have identified the four Māori landowners

[95] GS108/60 (19 June 1953) being Lot 1 DP 4075, 'Current Title 4' in #A589651 Research Waingake Catchment.
[96] *New Zealand Gazette* 1949, p. 2368.
[97] *Gisborne Herald*, 2 November 1949.
[98] Town Clerk Gisborne Borough Council to Under Secretary Public Works, 3 November 1949, R21068323.

involved; it is not evident whether they received individual notice. The proclamation taking Lot 1 DP 3892 of 3 roods 36.5 perches for waterworks was dated 23 December 1949.[99]

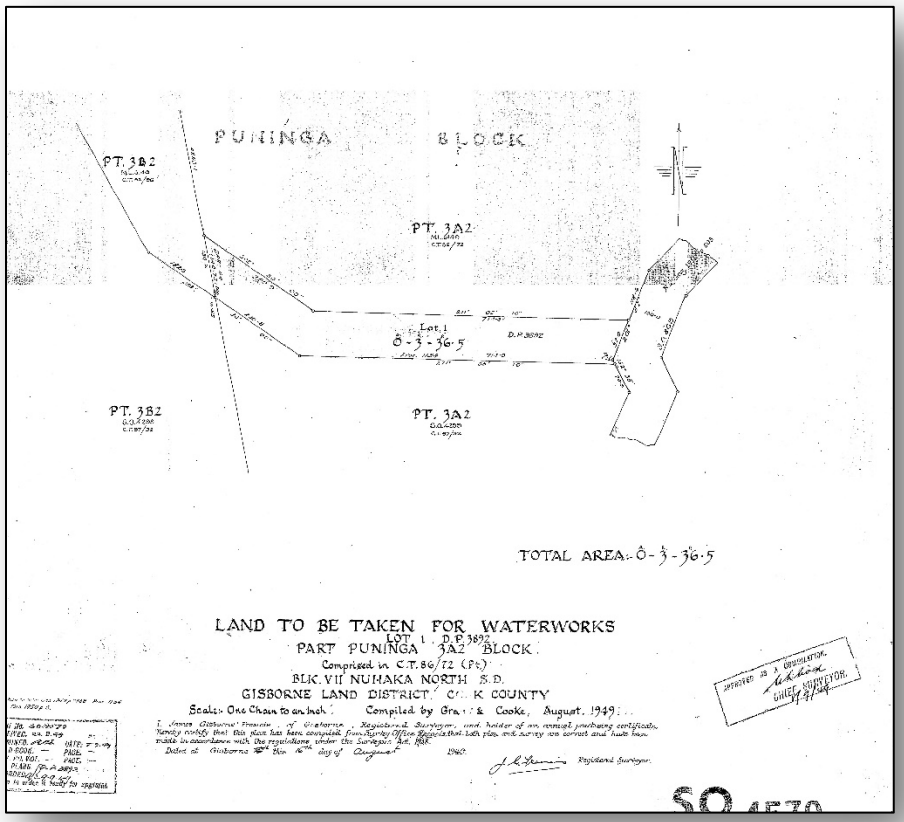

Figure 23: Access through Part Puninga 3A2, taken 1949[100]

The title to this access was subsequently amalgamated with adjoining land taken by the Gisborne City Council in 1983 for the Mangapoike 1A Dam (GS 4C/170 depicted in Figure 29).

Bush-line works, from 1962

Bringing the Clapcott Dam on tap from 1949 to supplement the summer supply quickly exposed the limitations in the carrying capacity of the system. There was now more than enough water, but the

[99] *New Zealand Gazette* 1950, p. 6.
[100] DP3892.

existing pipeline could not deliver it quickly enough. Loan monies amounting to £350,000 in the 1950s were directed to replacing the 15-inch 'City line' with enlarged, locally manufactured steel pipe. Further upstream, pending replacement of the 9-inch/15-inch Bush-line between the intake and the settling tank at Waingake, from 1957 water was pumped directly from the Te Arai River to the settling tank to compensate. Harold Williams (who signed off correspondence as HC Williams), began his long career as the city engineer at this time.

Five years into the job, in 1962 Williams proposed a more comprehensive solution to the ongoing supply issues at the Te Arai headworks, involving a further £220,000 Waterworks Pipe Loan. The improvements included the replacement of the Bush-line with new, 18-inch steel pipe; a metalled access road with concreted stream fords the length of the Bush-line to a new intake; a second, upper settling tank; a chlorination and control building; and the purchase of the Smith's Creek catchment.[101]

Both the replacement pipeline and the access road fell outside of the existing 1906 easement. By this time, ownership and control of Patemaru Station had been restored to Maraetaha Incorporated. More than a decade later, the council's authority for the works outside of the legal easement was questioned by the Māori Land Court. Advised to investigate the issue in 1975, Williams reported that affected landowners had been written to in 1962 about the proposal 'to install other than on an easement' – but he could find no such letter to Patemaru Station.[102] The city engineer was not particularly concerned:

> Whatever the legal position, it must be recalled that the owners at the time were very pleased with what took place, a large sum of public money being spent to provide a metal road, concrete fords, cattle stops and other things through the properties traversed by the City pipe line, works which were of considerable value to the property and its farming operations.[103]

The engineer's report on expenditure in 1964 refers to £4,000 spent on slips and 're-metalling trenches' on the access road that year, plus £5,008 on fords and cattle stops.[104] The investment in the pipeline over the past decade had only increased Williams' concern for protecting the integrity of the Waingake Waterworks Bush. As he explained to the District Forest Ranger in February 1965:

> The bush is necessary to keep the water clear for the greater proportion of the year, thus eliminating the necessity for an expensive filtering system. The recently installed £350,000 pipeline from Waingake to Gisborne, and the £220,000 Te Arai pipeline replace scheme, at

[101] Gisborne City Water Supply Report 1971, p. 6.
[102] City Engineer HC Williams to Town Clerk, 11 February 1975, D/24/4D 54/03 Water Supply 1965-1975.
[103] Ibid.
[104] City Engineer HC Williams to Town Clerk, 12 October 1964, D/24/4D 54/02 Water Supply, 1960-68.

> present being installed, rely to a large extent on the existence and efficiency of the waterworks bush.[105]

Efforts to obtain Smith's Creek (detailed below), for example, were primarily motivated by concern about the impact of stock grazing by the water source. In December 1964, Williams expressed concern that the bush catchment was suffering from damage caused by goats, deer, pigs and possums.[106] Pest control and fencing the Waingake Waterworks Bush were prioritised in 1965. In February that year, Williams approached the District Forest Ranger for help with culling goats. He enclosed a cadastral plan of the waterworks catchments and surrounding properties to emphasise the impact of these neighbours on the health of the water catchment (see Figure 44 in Back Story #9). In March 1965, Williams sought their cooperation to eradicate goats. The following summer, council set about replacing the dilapidated boundary fencing, passing half of the cost on to the council's neighbours.

Taking Smith's Creek, 1967

Gisborne Borough Council had used Smith's Creek in the Waingake catchment to transport the water supply since 1927, first pumping water up to the saddle from the Mangapoike River and again as the discharge point for the Dam-line once the Clapcott Dam was commissioned. The grass catchment of Smith's Creek was part of Fairview Station, the cascade no doubt named after the longstanding Crown lessee, HG Smith. Council's attention was drawn to the health risks posed by channelling the water supply through a working farm soon after the No. 1 Dam began operation. In March 1952, Gisborne Medical Officer urged that:

> Every effort be made to gain control of the paddocks on either side of the watercourse known as Smith's Creek. These paddocks are at present used as grazing and animals and men have ready access to the water. In addition, the sides of these paddocks slope steeply towards the Creek …[107]

Even were the pipeline to be completed as far as the intake as planned, the Medical Officer went on, the considerable volume of water Smith's Creek fed into the catchment warranted control over the paddocks bordering the waterway. The Medical Officer proposed that Smith be approached about having the tributary catchment added to the waterworks reserve.

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[105] City Engineer HC Williams to District Forest Ranger, 23 February 1965, D/24/4D 54/02 Water Supply, 1960-68.
[106] City Engineer HC Williams to Town Clerk, 3 December 1964, D/24/4D 54/02 Water Supply, 1960-68.
[107] Medical Officer to Town Clerk, 14 March 1952, C/06/6C Waterworks, 1952-1956.

Purchasing Smith's Creek was provided for in the pipeline improvement loans of the 1950s but it was a further decade before the council moved to obtain the land. In January 1962, Williams told Smith of council's plans to replace the Bush-line pipe, part of which ran on Smith's property, enclosing a plan of the 137 acres adjoining Smith's Creek required for waterworks purposes.[108] The Commissioner of Crown Lands had been advised, the city engineer explained, and further negotiations would be necessary to determine the value of the land and the exact location of the new boundary. Williams' update to the town clerk in November that year suggests that the city engineer considered the acquisition was imminent.[109] The ensuing delay suggests that Smith disagreed. Two and a half years later, in May 1964, Williams advised the town clerk that the boundary had been settled and that the 137-acre catchment could now be surveyed.[110] Williams still envisaged a purchase at this point but, as the Town Clerk made clear to the Commissioner of Crown Lands, the borough council would take the land if need be: 'What is envisaged is that a scheme plan should be prepared first to put the negotiations underway and if these cannot be concluded successfully a plan would be prepared for the necessary taking of the land.'[111] When the area to be taken was surveyed five months later, the taking proposition had reduced to 113 acres 30 perches.[112]

By July 1965, Smith had a counterproposal: in taking the grass catchment, Gisborne Borough Council should also acquire the entire 1,400 acres of Fairview Station. Williams turned the offer down:

> I convinced him council would not want to do this and would not in the foreseeable future ever aspire to purchase more of Fairview than it does now for catchment, reservoir or other purchase apart from wishing to retain its 18inch/15inch pipe line through it and to do the normal repair maintenance replacement and duplication necessary from time to time and in the future.[113]

Agreement was subsequently reached between Smith and the city council to take the land under Section 32 of the Public Works Act for a purchase price of £1,576, payable when the council obtained title, with council to pay all survey costs, legal expenses (including the cost of a new Certificate of Title for the

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[108] City Engineer HC Williams to HTS Smith, 23 January 1962, D/24/4D 54/02 Water Supply, 1960-1968.
[109] City Engineer HC Williams to Town Clerk, 15 November 1962, D/24/4D 54/02 Water Supply, 1960-1968. Williams referred to 'the tributary area which has 137 acres in grass which is privately owned but about to be acquired by the Council.'
[110] City Engineer HC Williams to Town Clerk, 4 May 1964, C/13/7B R26/01 Waterworks Reserve – Waingake, 1956-1968.
[111] Town Clerk W Hudson to Commissioner of Crown Lands, 8 May 1964, C/13/7B R26/01 Waterworks Reserve – Waingake, 1956-1968.
[112] A652025 WW127 – Land Taken for Waterworks – Smith's Creek [T.A. Gillard] 1964, GDC.
[113] Williams to Town Clerk, 12 July 1965, D/24/4D 54/02 Water Supply, 1960-1968. Williams did not share Smith's opinion that the lower flats on the property would be a suitable dam site: '… as property is too low and dam too big and too expensive in terms of spillway requirement.'

balance land if necessary), fencing, a floodgate, and an easement for the passage of stock.[114] The accompanying plan of the taking showed a right of way of 1 acre 2 roods 34.5 perches. The provision for the right of way delayed proceedings for more than a year, the Commissioner of Works adamant that it was unlawful: 'the Public Works Act is not like the Land Transfer Act. If the Council want to create the easement, it should do so after the land has been taken.'[115] The city council conceded the point in June 1967 but by this time another hurdle required to be overcome. Smith had sold his Crown leasehold in June 1966 and the Commissioner of Works now required evidence that the new owner EMJ Ellmers had consented to the taking. The sale and purchase agreement which referred to the city council taking was duly provided, together with the city council's reassurance to Ellmers since that it would not require vacant possession of the taken land before the end of the year.

In the event, the taking of 113 acres 30 perches (45.8053 hectares) from Parts Section 3 Block III under the Public Works Act 1928 was achieved in two proclamations. The first, dated 23 August 1967, declared that 'a sufficient agreement to that effect having been entered into', the leasehold interest in the land was taken for waterworks purposes and vested in the borough.[116] The second proclamation that day declared the Crown land set apart for waterworks purposes and vested in the borough.[117]

[114] Agreement dated 6 September 1965, in R17301688.
[115] Commissioner of Works to District Commissioner, 20 December 1966, in R17301688.
[116] *New Zealand Gazette* 1967, p. 1662.
[117] *New Zealand Gazette* 1967, p. 1665.

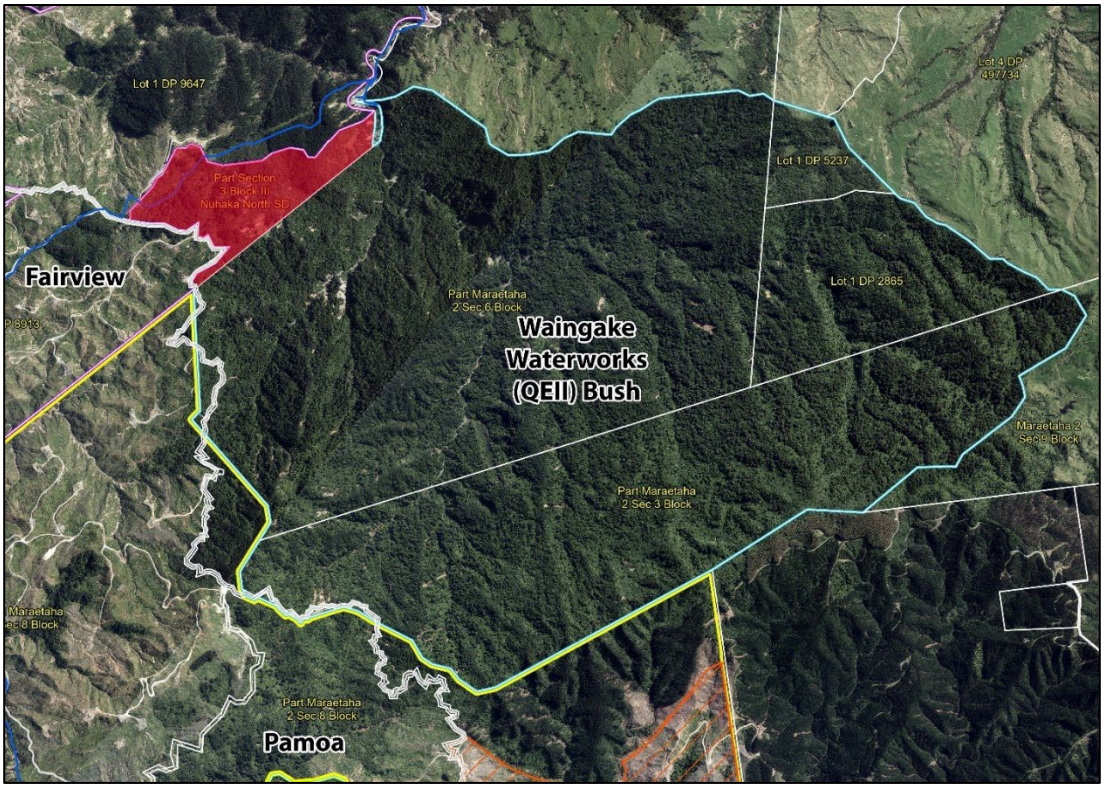

Figure 24: Smith's Creek catchment, taken 1967[118]

Purchasing Waingake bush catchment, 1966

In contrast to the protracted Smith's Creek taking, the borough council purchased the remaining portion of Waingake catchment at this time relatively quickly. Fencing the Waingake Waterworks Bush was underway when Williams recommended, in November 1965, that council purchase another 61 acres from Te Puru Station, a triangle of land at the north-eastern corner of the Waingake catchment (see Figure 25).[119] As the city engineer pointed out, in addition to improving the fence alignment, council purchase would remove the last area of stock country from the catchment. In relaying the council offer of £549, Williams suggested the town clerk explain to Trevor White that "the council's estimate for the 70 chains of new fence [along the existing boundary] … is approximately £900 of which Te Puru's share will be

[118] Part Section 3 Block III Nuhaka North Survey District (GS1D/1499), 'Current Title 13' in #A589651, GDC
[119] Title to the 5069-acre Te Puru estate was now an amalgam of titles held jointly by four individuals, GS108/109 being Section 4R Block XV Patutahi, Maraetaha 2 Section 6(4?), Parts of Rangaiohinehau blocks and part Lot 2 DP 1419 in the name of Stanley White (1/2 share), Trevor White (1/4 share), Richard Gambrill and John Bain (1/4 share jointly). Title 11 in #A589651, GDC.

about £450.'[120] In March 1966, Williams suggested that the fencing account for Te Puru Station wait until the purchase agreement went through.[121]

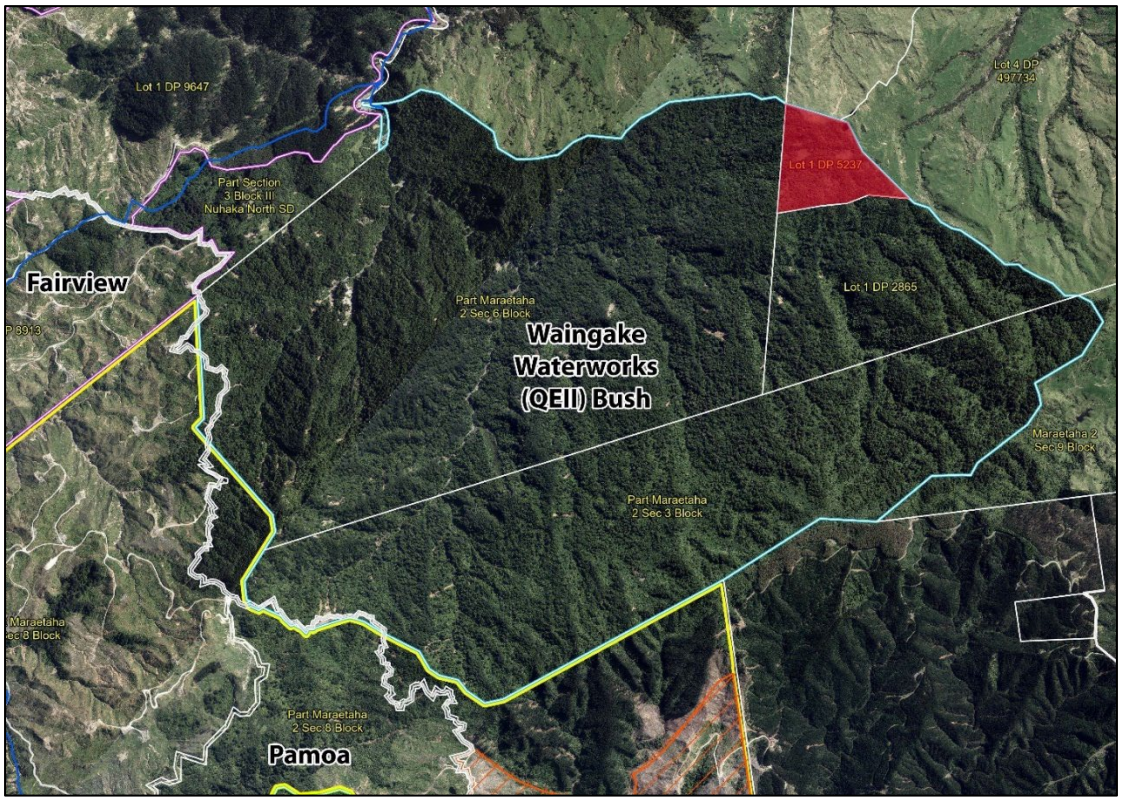

Figure 25: Waingake bush catchment, purchased 1966[122]

The sale and purchase of the 61 acres (24.6858 hectares) of Part Maraetaha 2 Section 4 went ahead on 11 November 1966. In 1981, council seems to have briefly entertained leasing the land to the New Zealand Forestry Service for afforestation in conjunction with the Mangapoike catchment area.[123] Nothing came of the proposal (see Back story #8).

[120] City Engineer HC Williams to Town Clerk, 19 November 1965, D/24/4D 54/02 Water Supply, 1960-1968.
[121] City Engineer HC Williams to Town Clerk, 15 March 1966, D/24/4D 54/02 Water Supply, 1960-1968.
[122] Lot 1 DP 5237 (GS1C/942), Current Title 10 in #A589651.
[123] City Engineer HC Williams to Town Clerk, 7 January 1981, D/15/1B W5/3/01 Mangapoike Lease to NZFS.

Purchasing the Waingake upper settling tank site, 1967

Acquiring land for a second, upper settling tank in conjunction with the Bush-line replacement – required during periods of peak demand – occurred in tandem with the acquisition of Smith's Creek, in 1964. Williams initially envisaged a settling basin site of 9 acres.[124] Five months later when the site was surveyed, the area to be taken within Maraetaha 2 Part Section 6 – farmed as Patemaru Station – was 6 acres 3 roods 20 perches (2.7322 hectares, see Figure 26).

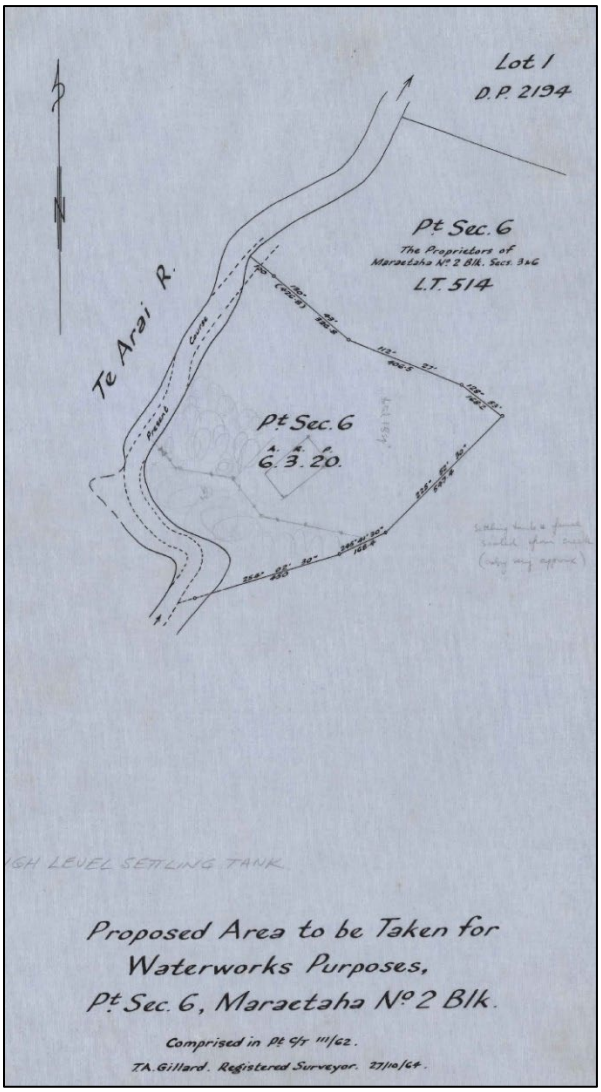

Figure 26: Upper settling tank site, 1964[125]

[124] City Engineer HC Williams to Town Clerk, 4 May 1964, C/13/7B R26/01.

[125] WW128 Land Taken for Waterworks – Upper Settling Tanks 1964 (T A Gillard). Under new title GS2B/472 the land was relabelled Section 1 SO8617 and part Lot 1 DP5328.

Rather than proceeding with taking the land, however, the city council appears to have negotiated a direct sale and purchase instead. By this time, administration and ownership of the former trust lands had been returned to the Proprietors of Maraetaha No 2 Sections 3 and 6. A GDC property register compiled in the 1980s records that the site was purchased from the incorporated owners on 7 November 1967, for $192.[126] The memorial schedule for Maraetaha 2 Sections 3 and 6 held by the Māori Land Court also refers to consideration of $192 for the land, with a different date of 14 June 1968.[127] No details about the negotiation have been discovered. The survey plan of the 'Public Utility Site' deposited in February 1968 was approved by the incorporation.[128] Having acquired the land outside of public works provisions, however, no such water works 'tag' attached to the council's new title to Lot 1 DP 5328, issued in July 1968.[129]

The curious thing about this acquisition is that the site acquired in 1967 appears on earlier borough council plans of the pipeline, as if already commandeered for council purposes. See, for example, the 1928 survey by C Percy (Figure 27 below) and the tracing of the Te Arai Pipeline produced in 1950 (see Figure 16).

[126] No. 74 in 232-280 GDC – Council Property Registers; Historic Legal Docs ex G Brock vol. 4. Certificate of Title 2B/472 being Lot 1 DP5328..
[127] Maraetaha 2 Block File, Box 299, Māori Land Court Tairāwhiti.
[128] Lot 1 Part Section 6 Maraetaha No. 2, DP 5328.
[129] GS2B/472.

Figure 27: Upper settling tank, taken 1967/68 [130]

The current water treatment plant is located on this parcel of land. The post-Bola proposal to exchange land with Maraetaha Incorporated to accommodate the treatment site tanks and access is discussed below.

Gisborne City Water Supply Report, 1971

Even as the Bush-line project drew to completion, the adequacy of supply was once again at issue. Drought over the summer of 1966 raised the prospect of Gisborne running out of water altogether by the end of March. The bush supply had been supplemented from Mangapoike mid-November as usual, Williams reported, but the reservoir had run dry mid-January. The city engineer blamed the 'embarrassment' on the unforeseen expansion of water-consuming industries in the city: Watties canneries alone used 43 per cent of the supply, and he recommended that the waterworks program be reshuffled and accelerated. [131]

[130] GDC WW18 (1928). The title is GS2B/472 of 2.7822 hectares, being Section 1 SO8617 and part Lot 1 DP5328. This is the location of the water treatment plant.
[131] City Engineer, HC Williams, 11 February 1966, D/24/4D 54/02 Water Supply, 1960-1968.

The waterworks program at that time, based on Clapcotts' 1942 Mangapoike Catchment Scheme, projected the construction of a second dam within the council's Mangapoike catchment in 1967 and a third dam in 1993.[132] Proceeding with the development of the Mangapoike catchment made sense: the council already owned the land and had invested significantly in the pipeline and headworks. Preliminary work was begun on the No. 2 Dam in September 1965, a clay road cut to the site, the plans and specifications for the earth dam completed by mid-1969. The exercise, however, had made Williams re-evaluate long-term development. In February 1971, the city engineer presented council with a comprehensive report, outlining options for augmenting and improving the city's water supply.[133]

Like numerous engineering consultants before him, Williams had canvassed, and largely discounted, alternative water supply projects within the district: Repongaere Dam, Emerald Hills and Shanks Dam, Motu Dam, Motu Falls, Waipaoa River, Wharekopae Stream, and Waikaremoana.

[132] 'History of Waterworks' in D/24/4D 54/02 Water Supply, 1960-1968.
[133] 'Report on Gisborne City Water Supply with Proposals for Augmentation and Improvements and with Recommendations for Long Term Development Policy', February 1971 (Gisborne City Water Supply Report 1971).

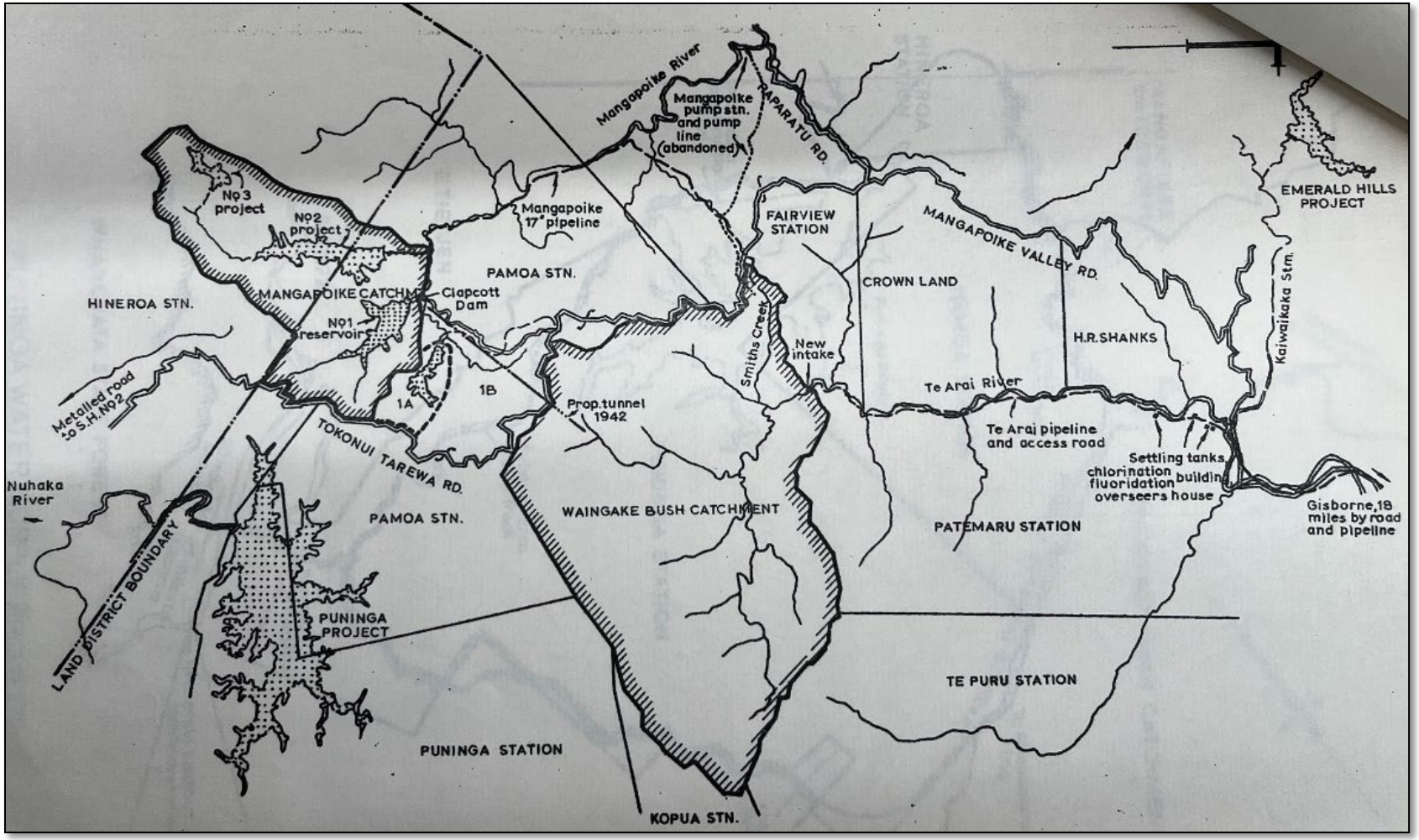

Figure 28: Proposed Water Supply Projects, 1971 [134]

[134] WW140 in Gisborne City Water Supply Report 1971, p.69.

With respect to the Mangapoike catchment, the options for future augmentation were not bound by the council's existing property. In addition to building the No.2 Dam as planned, 'required as soon as practicable', Williams outlined three further potential dam developments within the wider catchment. 'Mangapoike 1A Project', to the north-east of the existing Clapcott Dam, lay within Pamoa Station: a small 114-acre catchment that 'by good fortune' was separated from the No. 1 Clapcott catchment by a low saddle, meaning any stored water could decant freely into the existing No. 1 reservoir.[135] 'Mangapoike B Project' involved a 350-acre catchment between the Mangapoike 1A catchment and the Waingake Bush Catchment, again part of Pamoa Station 'immediately abutting the Pamoa Station homestead.' Williams explained that the 1B dam project offered little extra storage, its purpose being to replenish the Mangapoike reservoirs during future winter draw-off. Mangapoike No. 3 project was the third of Clapcott's 1941 dam projects, more properly part of the No. 2 catchment on land the council already owned and which, like Mangapoike 1A, could be developed to decant into the No. 2 reservoir (see Figure 28).

Damming the 926-acre Papatu catchment inland of Manutuke was also identified as an option. The project would require acquiring the land, 'partly private and partly Maori owned', retiring the area from farming, and planting it in forestry to arrest erosion. The attraction of Papatu lay in the integration of the project with the existing works at Waingake.

Lastly, the Puninga project proposed impounding waters within the Puninga catchment, the headwaters of the Nūhaka River, next door to the Mangapoike catchment. The 4,150-acre catchment of pasture and scrub-covered hills was part of the Puninga and Pamoa Stations. An 80-foot-high concrete dam, Williams postulated, would provide 4,020 million gallons, a lake two miles long, a potential playground for water sports and an addendum to the Wharerata State Forest – and all within easy road access of State Highway 2 over the Wharerata Hills. The water was to be pumped 150 meters up over the saddle into the Mangapoike 1A reservoir, joining the existing supply.[136]

Other improvements to the existing system explored by Williams included:

- Boosting and eventually replacing the 17-inch Dam-line with larger pipe. Williams was already aware of the risk erosion posed to the overland pipeline and the need to actively mitigate this. At the point of future replacement, particularly if the Puninga project went ahead, Williams argued that driving a tunnel from the Mangapoike to the Te Arai catchment might well prove cost-

[135] Ibid, p. 28.
[136] Ibid, p. 31.

effective. The Dam-line boosting project involved outfitting the pipeline with valves and pumps to boost the flow as required, from a master control point at Waingake.

- A Dam-line extension project, essentially closing the mile gap between the discharge at Smith's Creek and the intake at Waingake. In this way, Williams argued, when required, the dam water could be kept separate from that of the bush catchment which was periodically turbid. In the short-term, this would save the council the cost of filtration.
- Increasing the capacity of the 18-inch Bush-line with a second pipeline. Again, as an alternative to filtration, Williams suggested outfitting the Bush-line with an 'opacity monitored valve' to arrest the bush catchment supply in times of turbidity.

The water supply at Waingake was chlorinated and fluoridated. The lack of filtration and water softening were seen as shortcomings: for 20 days in the year, Gisborne's water was discoloured and sometimes silty. The city engineer was mindful of the cost, however, involved with further water treatment. A 'micro-straining' plant might be necessary while the dam development was in progress, he conceded, in which case there was a suitable site 'immediately upstream of the Boosting Station on the Dam Pipeline.'[137]

Williams' 1971 report culminated in recommendations for future development. His preferred 'Scheme One' centred on continued development at Waingake, encompassing elements of the Mangapoike and Puninga projects outlined earlier in the report, shown in Table 2:

Table 2: Williams' 'Scheme One' for Augmentation, 1971[138]

Dam-line Boost	1971-72
Mangapoike No. 1A Dam	1971-72
Mangapoike No. 2 Dam	1972-73
Dam-line Extension	1973
Dam-line 'A'	1983-84
Puninga Stage 1	1986-87
Bush-line 'A'	1987-88
Puninga Stage 2	2013

[137] Ibid, p. 41.
[138] Ibid, p. 47.

Williams prioritised the 1A Dam project (requiring further land) to meet the immediate supply crisis because of the relative ease and cost of doing so as compared to the more complex and expensive Dam No. 2 project. The No. 2 Dam was nonetheless still considered an important component to the water supply, to proceed 'as soon as possible'. By the same token, Williams clearly considered that future development at Puninga would obviate the need for exploiting the lesser catchments within Mangapoike. To this end, he recommended that negotiations commence at once with landowners to acquire the land for Mangapoike 1A in the first instance, but also those affected by the Puninga project, noting that the same land owners – that is, Pamoa Station – were affected by both projects.[139]

An addendum to Williams' report reveals that he had begun exploring the potential of the Puninga catchment for forestry. Indeed, he reproduced the report received from the New Zealand Forest Service (NZFS) on the proposal just a fortnight before. Forester John Holloway had been encouraging about the council taking on forestry, enclosing information on the 'Forestry Encouragement Loan Scheme for Local Bodies'. He was also enthusiastic about the potential of expanding the Forest Service's Wharerata operations to the Puninga Catchment:

> The proximity of Wharerata Forest inclines me to wonder whether the two areas might not be more efficiently managed as one unit, especially as the economic unit size is rapidly increasing. While I cannot foresee the reaction from Forest Service Head Office, might the council consider selling the Puninga Block to the Service to be managed (under stated conditions) in conjunction with Wharerata, or alternatively consider some kind of a lease scheme? At the planting rate that has prevailed over the past 10 years Wharerata Forest should be completely planted by about 1983-1985. It appears to me that were the two areas managed as a single unit Puninga would provide valuable continuity of employment.[140]

In promoting 'Scheme One' to council, Williams was as equally excited about the prospect of a 'working arrangement' with the Forest Service:

> The City Council is reckoned to need only the full rights to water, servicing access and the perpetual protection of things which effect the use of and care of the water. Were such a venture able to be arranged, the view is taken that it would also provide for the use of the Puninga lake and its environs as a water recreational area.[141]

As set out below, a joint venture with NZFS gave the council the means to acquire the catchment. From Williams' confident response to Holloway, the city engineer's afforestation ambitions already extended well beyond Puninga:

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[139] Ibid, p. 65.
[140] NZFS Forester J Holloway to City Engineer HC Williams, 18 January 1971, D/24/4D 54/03 Water Supply 1965-1975.
[141] Gisborne City Water Supply Report 1971, p. 67.

> It does seem evident that my Council will very likely shortly evolve a determination to acquire the Puninga catchment … adjoining its existing water supply holdings. … I feel we can confidently anticipate that from such an acquisition discussions will arise on ways and means of utilising City Council waterworks interests for forestry as well, not only in respect of its proposed ventures but also the 1000 acres under Council ownership at its Mangapoike catchments.[142]

Gisborne City Council's subsequent afforestation proposals for the Mangapoike Dams Catchment is explored in Back story #8.

Taking Mangapoike 1A catchment, 1973/1983

Williams' report was presented to council on 2 February 1971. Within weeks the town clerk advised the secretary of 'Pamoa Incorporation' about the council's immediate plans for Mangapoike 1A Dam:

> The Gisborne City Council is desirous of having the earthworks constructed … before the 1971 winter and therefore needs to make an immediate start with construction work to ease the threat to the City water supply for the forthcoming 1971/72 summer.
>
> The purpose of this letter is to seek confirmation that the owners will sell to the Council and also get the authority of the landowners to permit the Council's contractors to start earthworks at these two places without ado, it being agreed that a survey and sale of the land would follow as quickly as formalities can permit.[143]

The owners' attention was also drawn to the Puninga project recommendations, 'in that they have a bearing on other parts of the Pamoa Station property …' In closing, Hudson pressed, 'Your early attention to the request is sought earnestly in that the welfare of the City and its hinterland is intimately involved in the continuance of water supplies.'

The land – 105 acres of what was post-consolidation now labelled Part Maraetaha No. 2 Section 8 – was inspected ten days later for valuation purposes. The north-facing parcel was described as 'mainly easy hills, broken by gullies and swampy areas', 10 acres of which were clothed in light native bush and another 25 acres reverting to heavy scrub. The capital value came in at $2,600.[144] By September 1971, the city council's surveyor advised the town clerk that the survey plan of the area was ready for lodging at the Survey Office. Once it was approved by the Chief Surveyor, he explained, a schedule of boundaries

[142] City Engineer HC Williams to Senior Forester NZFS, 16 February 1971, D/24/4D 54/03.
[143] Town Clerk Hudson to Secretary Pamoa Incorporation, 9 March 1971, D/24/3D 53/01 Water Supply 1956-1975.
[144] Valuation report, 26 May 1971, in D/24/3D 53/01.

would be prepared and sent to the city solicitor, who 'then prepares the proclamation and takes the land accordingly.'[145]

The Mangapoike 1A Dam, also known as the Sang Dam (after dam designer Robert Sang) was built in 1972. However, the circumstances surrounding the council's land acquisition for the project remain ambiguous. The surveyor's advice in September 1971 cited above would suggest that the council intended taking the land under public works provisions. However, nothing further was done about it: the deposited plan of the acquisition was never registered and the taking was never proclaimed.

The issue was raised ten years later, in the context of afforestation proposals for the Mangapoike catchment (see Back story #8), when NZFS queries about ownership alerted Williams to the 'unfinished business'.[146] Later that year, the issue resurfaced, this time in the context of Maraetaha Incorporated's proceedings in the Māori Land Court which had been held up by another issue altogether: the fact that the council's works on Patemaru Station fell outside the 1906 pipeline easement. The judge had refused to sign the consolidation vesting order without further clarification. The incorporation's solicitor had shown Williams a plan, from which, the city engineer related to the town clerk:

> It is evident that … the Mangapoike No 1A catchment is still regarded by Maraetaha Blocks as its property whereas my understanding is that some time after 1971 the Gisborne City Council paid for the land although it is evident from Lands and Survey Dept records that the Council has no title to it yet. The Town Clerk had a memo from the staff surveyor of the time, Michalik, S231, 10 Sept 1971 indicating that the survey plan was to be sent to the City Solicitor, with the expectation that the Town Clerk would ensure that the plan was duly lodged and Gisborne City Council would duly acquire title to the land, land which I recollect following meetings between committees of the City Council and the committee of owners was settled, the price established and the money paid over. Perhaps that is in question?[147]

Williams could not recall what the settlement for the transfer was to be 'following the acquisition of the land.' For their part, the Proprietors of Maraetaha 2 Sections 3 and 6 were not disputing the acquisition: their concern was to avoid the expense of having to survey and legalise another easement, their solicitor suggesting that the issue might be resolved if the Gisborne City Council relinquished its rights under the pipeline easement altogether.[148] Once the vesting order was registered, the transfer of the catchment to the council could also be completed.

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[145] W Michalik to Town Clerk, 10 September 1971, D/24/3D 53/01.
[146] City Engineer HC Williams to Town Clerk, 7 January 1981, D/24/6B 55/02 Water Supply 1980-1983.
[147] City Engineer HC Williams to Town Clerk, 2 September 1981, D/24/4A 53/03 Water Supply 1981-1984.
[148] Michael Thomson, Nolan & Skeet to Chrisp & Chrisp, 20 November 1981; see also City Engineer HC Williams to Waterworks Engineer PH Pole, 26 August 1981, D/24/5A 54/05 Water Supply 1980 & 1981.

A further complication was that a supposed condition of sale had been an undertaking from the Gisborne City Council to fence the new boundary with Pamoa Station. This, too, had been overlooked for a decade.[149] By September 1982, the new manager of Pamoa Station wanted clarification as to the boundary to begin fencing. Frustrated by the ongoing ambiguity, Williams railed at his colleague:

> But the whole question of ownership, fencing obligation and all things to do with the 98 acres which I understand the GCC paid for ten or more years ago still awaits the Town Clerk's answers…
>
> We cant settle minor domestic things with the management of adjoining properties without the almost impossible situation which presently pertains for want of the data which must come from GCC.
>
> Did GCC pay for the land, is the SO plan legal? Whether the purchase, if indeed there has been a purchase, commit GCC to fencing.[150]

Title to Maraetaha 2 Section 8 issued to Maraetaha Incorporated in August 1982. The area taken for waterworks – a deduction of 39.6819 hectares (98 acres) – is depicted on the title.[151] The proclamation declaring the Gisborne City Council's waterworks acquisition on the basis that 'an agreement to that effect having been entered into' was dated 26 April 1983 and gazetted a week later.[152] For reasons which may relate to the title position pre-consolidation, the city council's acquisition of part Maraetaha 2 Section 8 was issued a year later as two titles (see Figure 29).

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[149] See Town Clerk SF Martin to City Solicitor Chrisp & Chrisp, 14 January 1981, '... the northern boundary of the 42.5ha Mangapoike Catchment 1A is unfenced, a fence which I recall was made the subject of an agreement between Pamoa Station and the city council vesting the city council with the responsibility of carrying out such fencing.' D/15/1B W5/3/01 Mangapoike Lease to NZFS 1978-1986.
[150] City Engineer HC Williams to Town Clerk, 10 September 1982, D/24/4B 53/05 Water supply 1986.
[151] GS 4C/1184. The taking was referred to as 'Gazette Notice 149507.1', registered on the title on 27 May 1983.
[152] *New Zealand Gazette*, 5 May 1983, p. 1382.

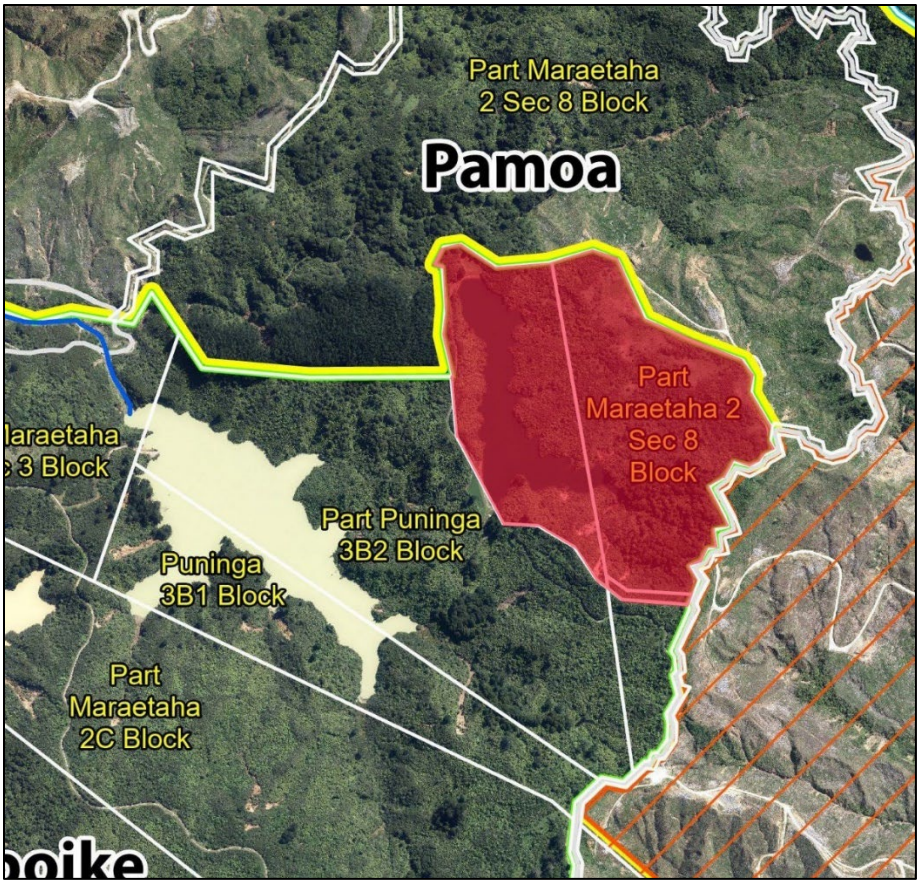

Figure 29: Mangapoike 1A catchment, taken 1973/1983 [153]

Purchasing Puninga catchment, 1971

Gisborne City Council moved as equally quickly with respect to the proposed Puninga dam project, scheduled for 1986/87. Four weeks after Williams presented his vision to the council in February 1971, Mayor Barker handed plans of the 'new city water scheme' to Minister of Forests Duncan MacIntyre, suggesting the New Zealand Forest Service help the city council afforest the Puninga catchment, specifically Puninga and Pamoa Stations.[154] Undeterred by the Director General AP Thomson's non-commital response, town clerk W Hudson reiterated the request a fortnight later, advising Thomson that Puninga Station was on the market and best purchased quickly before recent road improvements increased land values. Would the Forest Service purchase the farm and allow Gisborne City Council to use the catchment? The city council's plans were simultaneously communicated by the Rotorua Conservator to Wellington, who endorsed the

[153] Lot 1 DP 3892 and part Maraetaha 2 Section 8 (GS 4D/170) of 17.8099 hectares, 'Current Title 5' in #A589651; part Maraetaha 2 Section 8 (GS 4D/171) of 22.2678 hectares, 'Current Title 6' in #A589651, GDC.
[154] Director General NZFS to Minister of Forests, 26 March 1971, R16134494.

prospect of extending the Wharerata State Forest, particularly as existing waterworks holdings might also be added to the venture. Both Puninga and Pamoa Stations, the Conservator enthused, though 'steep fairly broken country' were suitable for commercial afforestation. Pamoa Station, he continued, had two houses, a woolshed and outbuildings, 'all in satisfactory to good condition', adding: 'The owners of Pamoa Station are not known to be willing sellers at present but the Council is willing to acquire the property compulsorily if Puninga can be bought.'[155]

In May 1971, Williams applied to the Hawkes Bay Catchment Board for water rights within the Puninga Catchment, and was turned down because the project was so far off.[156] Another temporary setback that month was advice from the Director General that the Forest Service was too committed to take on further afforestation projects. Once again, the Conservator at Rotorua urged Head Office to reconsider, pointing out that Puninga afforestation would not go ahead until the mid-1980s.[157]

In June 1971, Gisborne City Council purchased Puninga Station.[158] The 3,600-acre property was purchased from S Lawry for $45,000, $4,000 over the government valuation. Mayor Barker immediately informed the Director General, once again extolling the merits of State Forestry involvement in the council's catchment plans which, the mayor proferred, were not limited to the Puninga catchment:

> It is pertinent to point out that about 1000 acres of the adjoining Maori-owned Pamoa Station will ultimately be required as part of the waterworks reserve. In addition, the council already owns some 1000 acres of adjoining land so that, in total, approximately 5500 acres would be available for afforestation in one block.
>
> … Practically all of the 5500 acres is well fenced and readily accessible by roads and tracks thus greatly facilitating both planting and harvesting.
>
> The City Council does not want to enter into the forestry business, even though, in the long term, it could be a profitable enterprise. … Our only real concern is the protection of water rights and the provision of the attendant storage and access thereto.[159]

The 'obvious and logical procedure', Mayor Barker continued, was a 'mutually satisfactory agreement', with the Forestry Service either taking over ownership 'not necessarily immediately' (and taking over, too – before 1985 – the negotiations to purchase the required area from Pamoa Station), or leasing the land from the city council for afforestation 'with the usual provision for profit sharing'. Once again, the council's position with

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[155] Rotorua Conservator to Director General AP Thomson, 30 March 1971, R16134494.
[156] City Engineer HC Williams to Town Clerk, 27 May 1971, D/24/4D 54/03.
[157] Director General to Town Clerk, Gisborne City Council, 13 May 1971; Conservator Rotorua to Head Office, 8 June 1971, in R16719620.
[158] The transfer was registered on 1 August 1971.
[159] Mayor HH Barker to Director of Forests, 16 June 1971, R16134493. Barker also spoke directly to the Deputy Director General.

respect to obtaining Pamoa Station was communicated through internal Forest Service channels: 'There is no urgency to acquire part of Pamoa Staton for some years as the waterworks development in the area is not anticipated till 1985, but because the Puninga property was on the market and there were other buyers GCC had to make the move.'[160] At the end of June, the Forest Service asked Gisborne City Council for a proposal in writing.

By September 1971, a draft 10-year lease of the former Puninga Station to the Crown, containing a binding provision for eventual sale and purchase, had been prepared. The council was to retain the dam site, the Crown to have the balance catchment including the lake bed. In addition, to access to construct and maintain the dam, the city council also sought an easement over the entire property: 'to have the perpetual right to all the land only in respect of the creation of a new waterworks as if council were the owner of the land.' The yearly rental was to be $2,700 and the purchase price $45,000 – the price the council had just paid for the land.[161] The deed of lease was signed in March 1972.

The lease stipulated that the Crown purchase the land within 10 years. In fact, the Crown moved to purchase at once, but the transaction was held up by the 25-acre dam site deduction, which required to be surveyed.[162] Williams accompanied the council's surveyor to inspect the site in May 1974, when it 'became obvious that 25 acres was more than the need, at least as it affected the Puninga Block.'[163] In the event, the dam site contained just under 16 acres (6.44 hectares, see Figure 30).

[160] District Forest Ranger to Conservator Rotorua, 21 June 1971. R16719620.
[161] Williams to Town Clerk, 23 September 1971, D/24/4D 54/03.
[162] Director-General Forest Service to Minister of Forests, 14 March 1972; Commissioner of Crown Lands to Director General of Lands, 6 September 1972, R16134493.
[163] City Engineer HC Williams to Town Clerk, 3 May 1974, D/24/4D 54/03. Williams continued: 'It could well be that when a dam comes to be built a contiguous acre or so would also be required from the adjoining Okahu Block (Hineroa Station).'

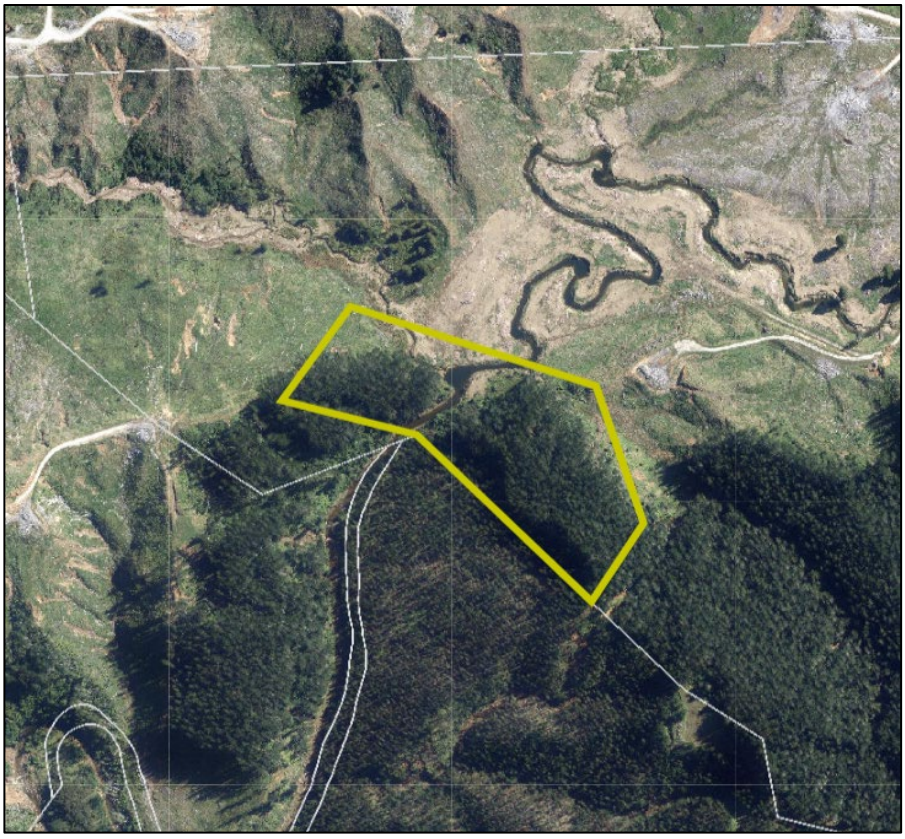

Figure 30: Puninga dam site, purchased 1971 [164]

To protect its interests in the future water catchment, the council's continuing rights over the watershed were set down in writing in May 1975: the right to use the land for water storage; the right to make and use road access to the dam site from State Highway 2 (from an existing farm track and a proposed 'dam construction road'); and the right, when the time came, to bring into operation bylaws controlling activities within the catchment. For the Crown's part, the agreement simply recorded that it would eventually develop and use the balance of the land for forestry purposes.[165] The State Forest acquisition was gazetted the same day.[166]

[164] GS5A/317 being Lot 1 DP 5806.
[165] Deed dated 13 May 1975, in D/24/5A 54/04 Water Supply 1976-1979. Williams was subsequently unhappy about the way NZFS viewed the agreement: in his view., the original purpose of the council's acquisition of Puninga Station as a 'multiple resource area' had been lost. See City Engineer HC Williams to Conservator of Forests, 17 October 1977, D/24/5A 54/04.
[166] *New Zealand Gazette*, 13 May 1976, p. 1075.

The Puninga project and Pamoa Station

The implications of the Puninga project for Pamoa Station were clear from the outset, referred to, for example, in the Gisborne City Water Supply Report 1971 and indicated on the plan prepared at the time (see Figure 31). Correspondence between council and the Forest Service throughout 1971 was headed 'Afforestation of Puninga and Pamoa Stations.'[167] In a letter to the Medical Officer of Health in October 1971, Williams confidently included the '1000 acres presently owned by Maori owners reckoned to be acquired by Council by 1986' in his list of Gisborne City Council water supply catchment properties.[168] The city council, however, proved reluctant to press the issue, and indeed, attempted to hand over any compulsory taking to the Forest Service. A Forest Service file on the 'proposed acquisition or lease of Pamoa Station' was opened in March 1971: both the owners' reluctance to sell and the city council's recommendation of compulsory purchase as an 'integral part of its Puninga scheme' were noted, with the issue of Forest Service acquisition left to be reviewed annually.[169] That of November 1972 remarked that the Forest Service might 'be more readily able to negotiate with the owners of Pamoa Station than the city council as … the council has caused some local ill-feeling by the way it handled recent acquisition of a new Dump site.'[170]

[167] In NZFS file, R16134494.
[168] City Engineer HC Williams to Medical Officer of Health, 11 October 1971, D/24/4D 54/03.
[169] See for example File Note dated 12 November 1971 in R16134494.
[170] 30 November 1972, R16134494.

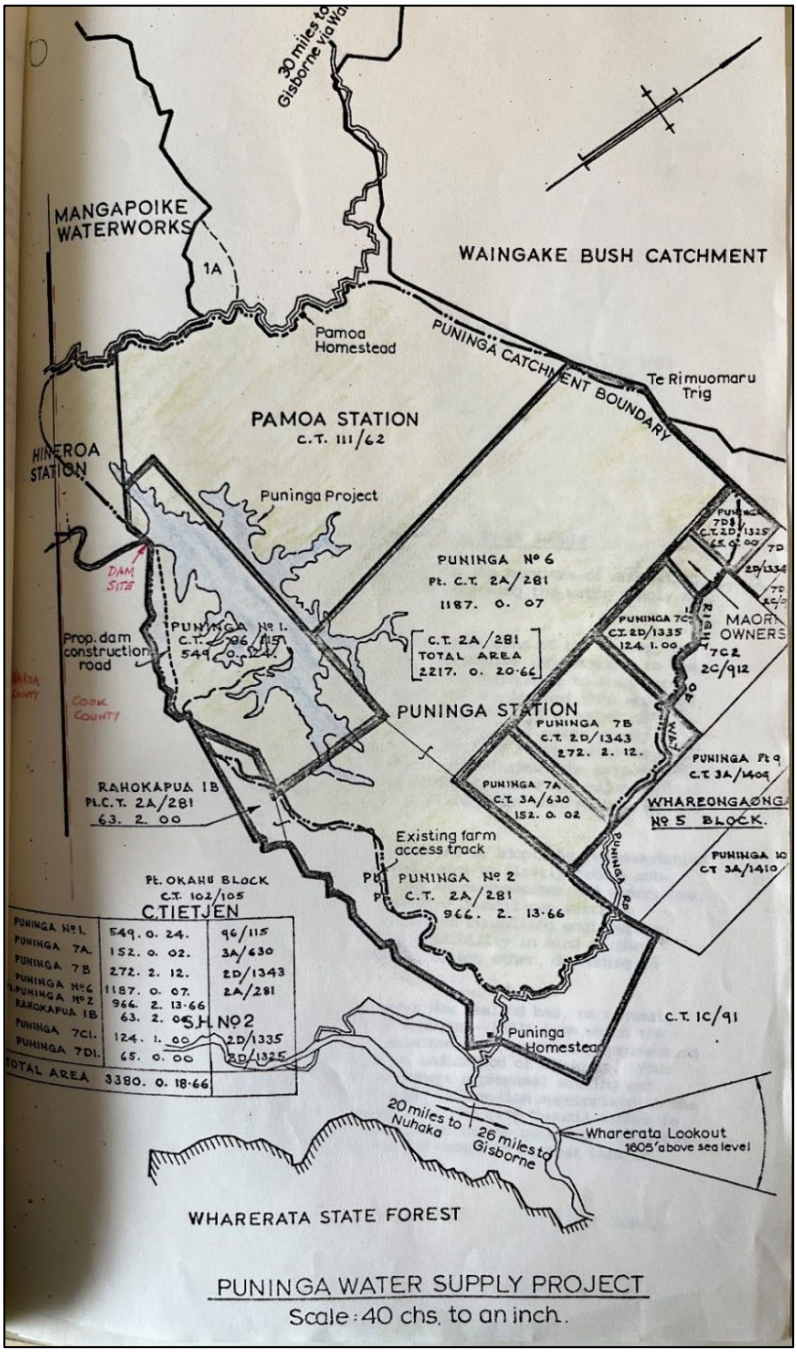

Figure 31: Puninga dam project and Pamoa Station[171]

In May 1978, having begun planting on Puninga Station, NZFS District Forest Ranger ER Kearns approached Maraetaha Incorporated about similar afforestation on Pamoa Station. The primary objective

[171] WW140, D/24/5B 54/06 Water Supply 1982-1983.

of afforestation in the catchment, Kearns maintained, was to protect and improve water quality of the future reservoir. All the land in the catchment including Pamoa, he urged, should be afforested. Were the owners willing to consider a long-term lease – of the catchment lands, or of the entire Station?[172] As the plan he enclosed with his inquiry shows, the Forestry Service proposal involved fully half of the working farm (see Figure 32).

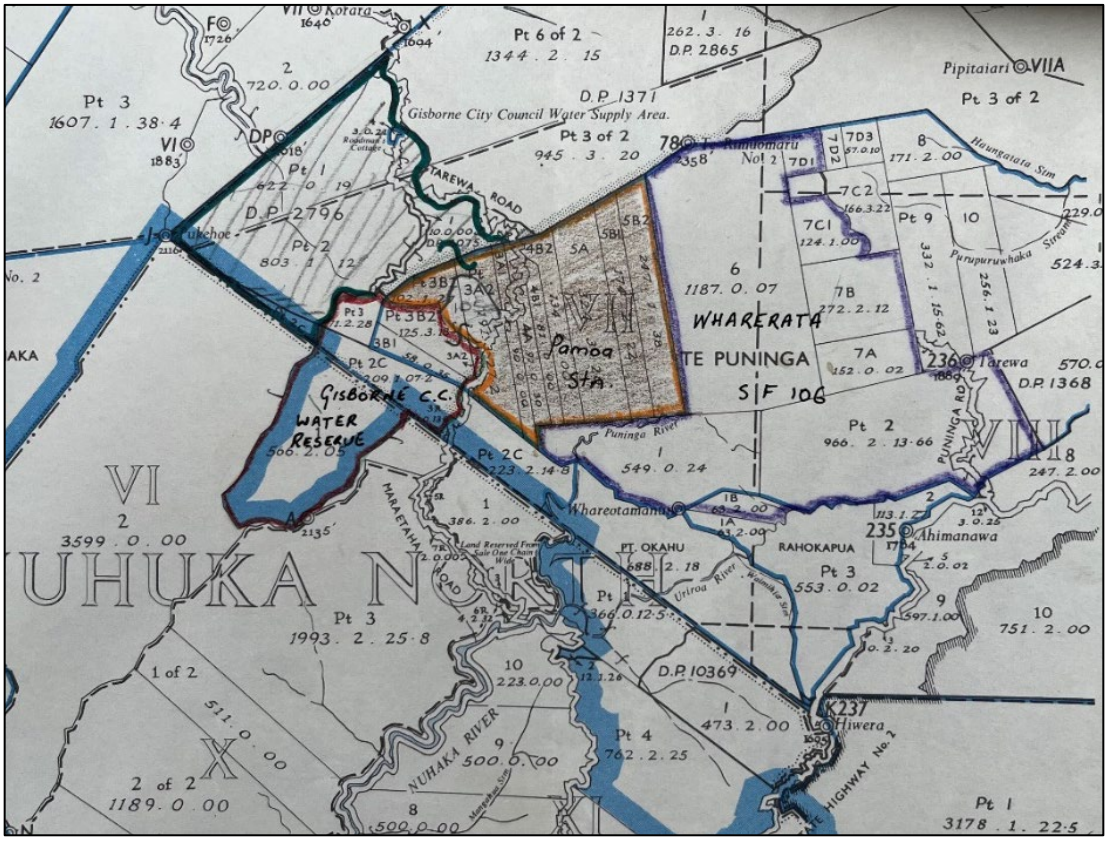

Figure 32: Proposed State forestry afforestation on Pamoa Station, 1978[173]

In February 1979, Kearns informed the Conservator of Forests in Rotorua that after considerable discussion, the owners had decided against afforestation.[174] And yet the prospect continued to linger. One year later, the Incorporation's answer relayed to Head Office was more emphatic: 'Pamoa Station have

[172] District Forest Ranger Kearns to James Harvey and Norman, 31 May 1978, R16719620. At 6 per cent of the unimproved land value, the annual lease income would amount to $3,600 for the catchment lands, or $7,500 for the whole Station.
[173] Plan enclosed in above, R16719620.
[174] District Forest Ranger Kearns to Conservator of Forests, 27 February 1979, R16719620.

withdrawn from all afforestation proposals. It is most unlikely that they they will ever consider selling their land or be interested in a leasing program in the foreseeable future.'[175]

The outcome was at odds with Gisborne City Council's water supply plans. In commenting on the forestry lease terms for the Mangapoike catchment in January 1981, for example, Williams highlighted the need to provide for the future Puninga project, specifically council's right to place a pipeline through the forestry leasehold. 'Although it is a minor matter in the total area of proposed forest it needs to be recorded in that a similar provision will come to be on the east side of the Tarewa Road between it and the proposed Puninga Dam, land which is presently part of Pamoa Station but destined to be afforested catchment at the time such a pump pipeline becomes necessitous.'[176] In his March 1982 financial update of the project, Williams reminded council that 31 per cent of the catchment had yet to be acquired for the works: 463 hectares of Pamoa Station and 54 hectares of Hineroa Station.[177]

The forestry proposal was revived by the Forest Service the following year. Under increasing pressure to keep the current workforce employed, District Forest Ranger Hockey again approached the solicitors for Maraetaha Incorporated:

> While actual dam construction is not for another 10-15 years, NZFS has completed development on Puninga area and is currently negotiating with council to afforest the Mangapoike Dam site. If the Pamoa owners had any inclination to dispose of or lease this area for afforestation, it would certainly be in this Depts (and probably the CC's) interest to acquire and develop it at the same time.[178]

NZFS interest in Pamoa Station was closely associated with its afforestation of the council's adjoining holdings within the Mangapoike catchment, lease negotiations for which had begun in 1976 and were still to be settled (set out in Back story #8). Hockey forwarded a copy of the above correspondence to his boss in Rotorua, explaining:

> We have not sought approval in principle for this [Pamoa afforestation] as I have no idea as yet, that the owners will be even interested. However, be advised that if they are, this will probably be the highest priority acquisition we will have in the District with its connotations of water supply for Gisborne City (an extreme regional priority at the moment) and use of unemployed labour as outlined in the Mangapoike proposal.[179]

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[175] Hunter to Fischer, telegram, 25 February 1980, R16134494.
[176] City Engineer HC Williams to Town Clerk, 7 January 1981, D/15/1B W5/3/01 Mangapoike Lease to NZFS.
[177] City engineer HC Williams to town clerk, 2 March 1982, D/24/5B 54/06 Water Supply 1982-1983.
[178] Hockey for District Forest Ranger Gisborne to Lewis & Wright, 7 March 1983, R22669524.
[179] District Ranger Gisborne to Acting Conservator of Forests Rotorua, 7 March 1983, R22669524.

On the same day, the District Ranger also forwarded a copy of his correspondence to the city engineer. 'I am unsure as to the exact lengths the Council is prepared or able to go to, to acquire this land', Hockey wrote in his covering letter to Williams. 'Your comments are sought prior to a further meeting with the owners.'[180]

To add to the pressure from forestry, another drought in the summer of 1983 – headlined for example as 'Drought could bring the death of a city' – resurrected the Puninga dam project as the solution to Gisborne's water woes.[181] Williams' response to Hockey's inquiry in March 1983 sets out the opposition from the owners of Pamoa Station in more detail, positing this resistance within the context of the council's previous acquisition ten years before and providing insight into the besieged status of Pamoa Station from 1971:

> … the City Council's aspirations with respect to that part of Pamoa Station between Tarewa Road and the Puninga Lake and forestry development is one which has to follow from the discussions held with the owners of Pamoa Station at the time the City Council settled with the owners the purchase of what is now the Mangapoike 1A Catchment on the opposite or west side of Tarewa Road.
>
> On my recollection the Pamoa Maori owners did not want to negotiate over the sale of the area, more or less 400ha, reckoning that the Station wanted to farm the land until the time came when the City Council would want to exert itself with some firmness on excluding stock in the interests of that part of the Puninga Catchment being developed for the Puninga water supply if it came to be an extension of the City Council's water supply headworks. No formal arrangement exists with the Incorporation owning Pamoa Station, the matter of any subsequent public acquisition of the land being left until the circumstances at the time required a land transfer or some other arrangement which would ensure that that part of Pamoa Station could be managed as a 'water collection area'...
>
> It was said at the meeting between the appointed City Council Committee and the Incorporation owners that the Incorporation could at that time well contemplate either forestry on its own account limited by water-collection area conditions or leasing to the City Council, the New Zealand Forest Service or any other forestry enterprise within the same envelope of conditions. I recall at the time the Incorporation representatives making the statement that putting the 400 ha out of production for pasture farmland would more or less render the remainder of Pamoa Station uneconomic. At the same time an adjoining owner in Tarewa Road informed the City Council that in the event of Pamoa Station being broken up that adjoining owner would wish to enter the negotiation field for acquiring the remainder of Pamoa Station if the owners were agreeable to a complete disposal.[182]

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[180] District Forest Ranger Hockey to City Engineer Gisborne City Council, 7 March 1983, R22669524.
[181] *New Zealand Times*, 17 April 1983, in D/24/5B 54/06.
[182] City engineer HC Williams to Town Clerk, 11 March 1983, D/24/5B 54/06.

By this time, Williams was advising those interested in the recreational potential of the Puninga Dam that the 'fate' of the affected part of Pamoa Station 'presently under Maori ownership' was as yet uncertain: 'as to whether it will finish up under forestry or under some form of controlled animal farming.'[183]

In November 1985, the Officer in Charge at Wharerata RH Saunders informed the District Ranger in Gisborne that he had recently been approached by his neighbours – Hineroa, Pamoa and Te Kopua Stations – about the possibility of a joint forestry venture with the Forest Service.[184] By this time, however, the Forest Service had terminated its lease negotiations for Mangapoike catchment with the Gisborne City Council (see Back story #8). There is no response to Saunders' query on file.

The Puninga scheme did not go ahead. Councillors baulked at the $27 million price tag and in May 1983 resolved to seek outside engineering advice to solve the city's water supply. The publicity over the Puninga dam proposal earlier that year had alarmed Nūhaka ratepayers downstream, the Hawkes Bay Catchment Board and Wairoa County Council, within whose territory the Nūhaka River flowed. Wairoa County Council had never been appraised of the city's plans in 1971, nor notified of its application for water rights at that time.[185] The city engineer's statement in 1971 that 'No one here can visualise anyone wanting to oppose the City Council's Water Right at Puninga, now or in 1986' proved flawed.[186] Williams summed up the obstacles throwing 'considerable doubt' on the Puninga project by December 1984 as 'difficulties which hinge upon land-ownership matters, the regional contest for water and the awesome cost of whatever is settled upon.'[187]

Constructing the Dam-line boost, Fairview Station, 1985

Towards the end of 1983, the engineering consultancy KRTA was engaged to audit, review and update the Gisborne City Water Supply Report 1971 recommendations. The resulting proposals submitted to council in June 1984 were modest improvements to the existing system, rather than anything fundamentally new. The principal recommendation made by KRTA to improve the existing system was to introduce boost pumping on the Dam-line to increase the flow capacity of the reservoir supply. The $700,000 proposal involved installing a 'boost station' (two pumps enclosed in a building) straddling the existing Dam-line a

[183] City Engineer HC Williams to District Advisor in Physical Education, 12 May 1983, D/24/5B 54/06.
[184] Saunders to District Ranger Hockey, 26 November 1985, R22669524.
[185] City Engineer HC Williams to County Clerk, Wairoa County Council, 11 July 1983; see also Williams to Secretary, Hawkes Bay Catchment Board, 3 June 1983, D/24/5B 54/06.
[186] City Engineer HC Williams to Secretary, Hawkes Bay Catchment Board, 17 June 1971, D/24/4D 54/03 Water Supply 1965-1975.
[187] City Engineer HC Williams to Worley Consultants Ltd, 19 December 1984, D/24/6B 55/03 1984.

kilometre away from where it crossed Tarewa Road, on Fairview Station. The tender for construction had been advertised when council belatedly thought, in June 1985, to first obtain 'a satisfactory arrangement between the City Council and the owners of the land.'[188] Williams broached Station owner Ted Ellmers in person shortly after, recording the 'understanding' that was reached:

> The City Council is ever conscious of the continuing indulgence of both EMJ Ellmers and the previous owner Mr Selwyn Smith in permitting the installation of a water-main carrying water from its Mangapoike Dams to its Waingake bush headworks across the land farmed by Pamoa and Fairview Stations. Presently that pipeline and the business of servicing it has come about and continues with no more status than the common understanding, unrecorded, of all parties.
>
> In my opinion, and I understand yours, something should be secured to obviate any possibility of your estate and its successors coming to regret what has so far come to be entrenched or generally informally arranged between yourself and Waterworks Engineer Mr PH Pole.[189]

Just what this 'something' might be 'to bring about some durable understanding' between the parties was still unformed. Williams explained to Ellmers that council would want to avoid the cost of surveying and obtaining a formal pipeline easement through Fairview Station. Ideally, he continued, a lease of the pump station area would satisfy council. The quid pro quo was to be a complementary water connection to the pipeline, requiring, too, tapping into the council's electrical supply to pump the water to the homestead, as well as 'road maintenance and such things'.[190]

To the town clerk, too, Williams argued that acquiring the land was 'quite unnecessary' as long as 'the needs of both the land-owners and the Council can be secured to cover the eventualities of a change of ownership or a change of heart' – directly alluding to the 'privileges' Ellmers would be prepared to accept in exchange for granting a leasehold. In Williams' view, this modus operandi had served council well:

> as the City Council is aware, neither the existing water supply 'bushline' or the previous Mangapoike pumpline and its pump station or any of the access road, gates and other things installed on Fairview and neighbouring stations thereabouts have come about with the sanction of any form of formal arrangement whatsoever. To date no problems have arisen and do not seem foreseeable.[191]

Williams was all too aware of the 'shortcoming' the council's latest development presented: 'metalling about 1km of the access road between the Tarewa public road the construction site, installing pipework

[188] City Engineer HC Williams to Town Clerk, 28 June 1985, D/24/4A 53/04 Water Supply 1985.
[189] City Engineer HC Williams to EMJ Ellmers, 28 June 1985, D/24/4A 53/04.
[190] Ibid.
[191] City Engineer HC Williams to Town Clerk, 28 June 1985, D/24/4A 53/04.

there, running overhead and underground electrics to the site and generally making free with the land-owners' farming operations with his approval all without documented proof of intention', and he wanted to be involved in resolving the matter 'in the most advantageous way appropriate to both parties':

> The Council's history of arrangements of that kind with the land-owners there, extends back forty years. It would be most regrettable if a wrong move was made with discord coming out of it.[192]

The city engineer, however, was out of step with his council. Having explored the legal options, in October 1985, Town Clerk SF Martin advised the council's solicitor that council would proceed with obtaining a legally binding right of access and use of the land:

> This would mean that the Council would have to undertake a full survey with its concommitant costs and obtain easements over the land for the purposes set out. A lease could then be obtained for [sic] Mr Ellmers in perpetuity which would bind him and his heirs and successors.[193]

The decision prompted an immediate appeal from Williams to delay any survey until matters had been first discussed with Ellmers, and that he be personally involved in any such settlement: 'It would be tragic if the Engineer's cordiality with Mr Ellmers was shaken.'[194] The town clerk capitulated: the survey was deferred and the pump station, with its electrics and plumbing, went ahead on Ellmers' property without securing any formal easement for it. Williams was satisfied with the outcome, advising Waterworks Engineer Peter Pole in January 1986, shortly before his retirement:

> That leaves it for me, or you, to continue some kind of discussion with Mr Ellmers on the basis that there is no such lease at all in that from this time on I can foresee no way in which Mr Ellmers or his successors can prejudice the continuity of the city water supply there. My impression is that Mr Ellmers would prefer his property to be free of any kind of encumbrance other than what he is bound to in law in terms of the Local Government Act 1974.[195]

Council staff, however, were not as sanguine about the capital investment on private land without the council's corresponding rights formalised in any way. Pole raised the issue with Williams' successor, John Warren, in May 1987. Ellmers had yet to take up the complementary water connection, although the waterworks engineer had reassured him of council's ongoing commitment to do so. The relationship between the Ellmers and the waterworks staff was a cordial one, Pole advised the city engineer: 'there is

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[192] Ibid.
[193] Town Clerk SF Martin to Chrisp & Chrisp, 30 October 1985, D/24/4A 53/04.
[194] City Engineer HC Williams to Town Clerk, 30 October 1985, D/24/4A 53/04.
[195] City Engineer HC Williams to Waterworks Engineer PH Pole, 3 January 1986, D/24/4B 53/05 Water Supply 1986.

no cause for concern at the present time.' But he recommended the council obtain legal advice as to 'its real position' with respect to rights to the boost station and to take any necessary action promptly: 'Should the farm change hands any need to come to agreement with new owners could be frought [sic] with difficulty.'[196] City Secretary GC Brock was even more perturbed by the lack of any formal authority for the works on Fairview Station, including the pipeline. A legal challenge, as he saw it, would expose the council's position 'so vulnerable as to be an embarrassment and intolerable.'[197] He recommended the council negotiate a formal easement with the Ellmers, with care: 'This is a very delicate matter'.

Warren agreed to pursue obtaining formal easements for the council's existing waterworks, not only to secure rights over the capital investment on Fairview Station, but also over the unmetalled road and pipeline on Pamoa Station. As a first step, the landowners of both properties would be approached, and the legal and survey costs then estimated 'based on the agreed intention.' These preliminaries would take time, the city engineer predicted, the requisite expenditure falling into 1988/89.[198]

It is not evident to what extent the council's dialogue with Fairview Station and Pamoa Station had progressed when Cyclone Bola ripped through the district in March 1988. However, the commitment to formalise the council's existing use of private property with respect to the city water supply is important context for post-Bola acquisitions, the proposition with respect to the pipeline and associated works changing from that of a legal easement to one of outright sale and purchase.

Purchasing Fairview Station, 1989

Cyclone Bola arrived in the first week of March 1988, bringing the largest rainfall from a single storm in the history of New Zealand. Within Te Tairāwhiti the rain fell heaviest of all, causing widespread flooding. In the high-country of Waingake, slips wiped out the Dam-line, leaving Gisborne without water.

Central government provided around $80 million to the East Coast region to assist with cyclone damage, $8 million of which was tagged for a new East Coast Forestry Conservation Scheme, aimed at establishing forests to protect the worst affected lands from further erosion. Part of this money was also spent on restoring Gisborne's water supply, the repairs initially costed at $4 million. Preliminary repair work on the pipeline involved constructing access tracks. Priority was given to re-establishing supply,

[196] Waterworks Engineer PH Pole to City Engineer J Warren, 22 May 1987, D/24/4B 53/06 Water Supply 1987-1988.
[197] City Secretary GC Brock to City Engineer J Warren, 27 May 1987, D/24/4B 53/06.
[198] Waterworks Engineer PH Pole to City Secretary, 15 June 1987, D/24/4B 53/06.

expected in late June at the earliest. Protective works to restore the stability of the line were to be necessarily left for the spring.[199]

One month after the storm, Ted Ellmers approached council about purchasing Fairview Station.[200] The cyclone damage to the hill-country district had been considerable: Fairview Station was later estimated to have lost around 14 percent of its effective capacity area through erosion scars, as well as damage to fencing, floodgates, tracks and farm water supply.[201] The Dam-line through the property had been damaged and Ellmers claimed that the repair work to the pipeline would make the farm uneconomic, repeating opinions expressed by the city engineer and catchment board officers that the farm should be taken out of production. A week later, Ellmers named his price: $395,000, plus an additional $65,000 for, firstly, the 'extra stress, inconvenience, nuisance value and loss of productivity' from the recent pipeline repairs and for the need to relocate the stock yards and, secondly, 'to reciprocate the goodwill shown by Mr Ellmers over a long period of time without the formality of easements.'[202]

Council initially declined the offer, opting to pursue an easement over the Dam-line instead. By June, however, circumstances had changed. Gisborne City Council was appraised of the government's urgent afforestation program directed at future erosion prevention. The protection of water pipelines was specifically mentioned in the funding criteria. The Department of Conservation had been asked to find areas between 2,200-3,000 hectares within 80 kilometres of Gisborne that was available immediately, with no controversy over land use, and in no need of roading or other capital works.[203] With the exception of size, Fairview Station fit the bill. On 15 June, the possibility of using the scheme to retire and plant parts of Fairview Station to stabilise the pipeline was raised in negotiations between the parties.[204] Ellmers refused to consider anything less than the sale of the whole 509 hectares.

Even before the cyclone, the market in hill country farms had been depressed. Post-cyclone, the registered valuation obtained at this time concluded that what had once been a saleable economic unit was now marginal. The capital valuation of $250,000 undertaken in June 1988 was $110,000 less than the rateable value a year ago.[205] Council's immediate offer to purchase for $350,000 was based on the new valuation

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[199] City Engineer HC Williams to City Manager, 14 April 1988, D/24/4B 53/06.
[200] EMJ Ellmers owned 2 of the 3 titles that made up the station, CT4D/846 and CT2B/277, together some 508.773 hectares. Andrew Ellmers elected to retain 4C/440 of 127.4759 hectares. Wilson Barber & Co to City Manager, 7 April 1988; 15 April 1988, D/24/4B 53/06.
[201] Valuation Report, 22 June 1988, D/24/4B 53/06.
[202] Wilson Barber & Co to City Manager, 15 April 1988, D/24/4B 53/06.
[203] Hensley, Coordinator Domestic and External Security to Bruce Willis, Department of Conservation Gisborne, 13 June 1988, D/24/4B 53/06.
[204] Lewis & Wright to City Manager Brock, 17 June 1988, D/24/4B 53/06.
[205] MW Grinlinton, Registered Valuer, Valuation New Zealand, 22 June 1988, D/24/4B 53/06.

plus an additional $100,000 on four grounds: the cost of relocation ($25,000), the inconvenience of the pipeline over the last 25 years ($25,000), costs arising from the urgent sale of stock ($25,000), and the risk associated with immediate sale on a very depressed market ($25,000).[206] Ellmers held out for $395,000 (the sum now including $75,000 of compensation, $25,000 of which was for 'Consideration for Previous Goodwill, re the Pipeline, and for Inconvenience and Property Damage due to Pipeline'), or $422,500 for immediate sale and full possession.[207]

Under pressure to move quickly, the following day Waterworks Engineer Bruce Apperley and City Engineer John Warren urged council that although the pipeline was now repaired, there remained a significant risk from future landslides. It was very important the valley through which the pipe ran was planted to reduce the risk.[208] At a special meeting that day, the council resolved to request funding assistance from central government for the purchase of Fairview Station to the amount of $250,000, and to provide 450 hectares of tree planting on the property (plus initial establishment costs and the first five years of maintenance). The shortfall in the property purchase price was to be met by the council, paid from the water augmentation fund.[209] The Deputy Mayor was authorised to continue negotiations.

Cabinet approved funding up to $340,000 from the 1988/89 Forestry Vote 'to assist with the cost of purchase and planting of highly erosion prone land to protect Gisborne City's Dam pipeline.'[210] Following an acknowledgement by the Ministry of Forestry that it was very unlikely the purchase of Fairview Station would proceed before the 1988 planting window closed, Apperley clarified with officials from both the Ministry of Forestry and the Domestic and External Security Coordinator about the use of the grant. According to the water systems engineer, both men recommended that council use the grant for the purchase of Fairview Station, and to fund afforestation from council coffers the following year. Apperley now suggested that afforestation on Fairview Station could be curtailed to 'about 175 hectares', rather than the full 500 hectares as initially proposed. There was more to this proposition than cost-cutting future council expenditure on forestry. Since at least June, the water systems engineer had been contemplating the afforestation of the entire Dam-line corridor, which encompassed 80 hectares of Pamoa Station. The 'Dam-line forestry' that took substance in the wake of Bola is detailed below with respect to the council's negotiations with Maraetaha Incorporated for their high-country station. Having secured government funding, council was now considering exchanging the Pamoa section of Dam-line corridor

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[206] Waterworks Engineer B Apperley and City Engineer J Warren to City Manager, 24 June 1988, D/24/4B 53/06.
[207] Lewis & Wright to City Manager, 23 June 1988, D/24/4B 53/06.
[208] Waterworks Engineer B Apperley and City Engineer J Warren to City Manager, 24 June 1988, D/24/4B 53/06. The urgency arose from Cabinet's scheduled meeting for the planting program on 27 June. Minutes of an Emergency Meeting of the Gisborne City Council, 24 June 1988, in 01-290-10 Water Supply – Damline forestry, vol. 1, GDC.
[209] Ibid.
[210] Secretary of Forestry to Mayor, Gisborne City Council, 18 July 1988, 01-290-10, vol. 1.

for an equivalent area of Fairview. Apperley had evidently discussed the idea with the government officials. 'Both men' he relayed to the Deputy Mayor and the City Engineer in July 1988, 'were strongly supportive of the concept of buying Fairview and exchanging areas of the station with adjoining landowners to ensure the whole damline route is planted.'[211]

Negotiations for Fairview Station were recommenced on this basis. By September 1988, agreement had been reached to purchase the land for $330,000, on condition that the woolshed, yards, shearers' quarters and two acres, together with a separate 50-acre area, were to be surveyed out and retained by the vendor. Ellmers was to have the option to graze or lease any pasture, and the right of first refusal in the event of future sale.[212] The reduced price meant the entire purchase could now be financed by the government grant.

Gisborne City Council's resolution on 26 September to proceed with the purchase on these terms was couched within the wider Dam-line forestry proposal, which included ambitions to obtain further afforestation subsidies (discussed below) and was subject to confirmation that the $340,000 government grant could be used for the purchase.[213] Four weeks later, the Coordinator of Domestic and External Security rejected the proposition. GC Hensley clarified that the grant had been intended to fund the planting of 500 hectares at an estimated cost of $680 per hectare. Agreement that part of the grant could be used to 'close any small gap between the asking and offering price' for Fairview Station could not be construed, the coordinator remonstrated, as a willingness to pay the whole purchase price, nor to consider separate and additional government funding for afforestation.[214] Having missed the 1988 planting season, he went on, Gisborne City Council risked losing the grant altogether except that the financial year was now to be amended from 31 March to 30 June 1989. Approval could be sought to have the unspent monies carried over, so that the grant could be used for its intended purpose before 30 June 1989.

In November 1988, Gisborne City Council resolved to proceed with the purchase. Later accounts confirm that the acquisition was wholly funded by council from the water augmentation fund. The transfers of Ellmers' titles to the council for waterworks were registered in January 1989.[215] The date of council possession was moved forward from May to March, so that fencing and access roading in preparation for planting (the costs of which were covered by the government grant monies) could proceed.[216] In

[211] Waterworks Engineer B Apperley to Deputy Mayor B Crawshaw, City Engineer J Warren, 27 July 1988, 01-290-10 vol. 1.
[212] Wilson Barber & Co to City Manager, 20 September 1988, 01-290-10, vol. 1.
[213] Water Systems engineer B Apperley to City Manager, Council, 26 September 1988; City Secretary GC Brock to Neil Weatherhead, 28 September 1988, 01-290-10, vol. 1.
[214] Coordinator DESC G Hensley to Deputy Mayor B Crawshaw, 25 October 1988, 01-290-10, vol. 1.
[215] GS4D/846.
[216] Water Systems Engineer B Apperley to Wilson Barber & Co, 1 December 1988, 01-290-10, vol. 1.

accordance with the terms of sale and purchase, a 50-acre triangle of land running from the Tarewa-Tokonui Road to the Mangapoike River was transferred back to Ted Ellmers later in October (circled blue in Figure 33).[217]

As set out below in more detail, the government's funding parameters produced a flurried change of tack. Gisborne City Council now had just six months to spend the $340,000 grant on the 'Damline Protection Forestry'. One of the first actions to get the 500-hectare project underway was the first formal overture to Maraetaha Incorporated to exchange the dam-line corridor through Pamoa Station for an equivalent part of Fairview Station. The subsequent afforestation of Fairview Station was designed with this outcome in mind. Ellmers continued to occupy the station until tree-planting began, in June 1989, for grazing kept the grass low, which was ideal for planting.[218] Under the draft management and operations plan produced for council by forestry consultants PF Olsen & Company Limited by March 1989, two 'compartments' of land within Fairview Station (Compartments 4 and 6, together comprising 117 hectares), were to be left in pasture, tagged for the potential exchange of 'Compartment 5' in the plan: an 87-hectare pipeline corridor through Pamoa Station. A periodic grazing lease over 115 hectares at $2,000 per annum was granted to Ellmers from November 1989.[219]

The GDC's Fairview Station acquisitions have undergone minor changes since and are today held in two titles (see Figure 33).

[217] GS5B/186, being Lot 2 DP 7691., GDC, #A593623 p. 57
[218] Water Systems Engineer B Apperley to City Manager, Works Committee, 9 June 1989, 01-290-10, vol. 2.
[219] Property supervisor to Chief Executive, 15 March 1990, E/14/5A 01-290-32 Water Supply – Te Arai 1989. NB: a note on council's property register records the terms of the agreement for Ellmers to lease back 250 acres for one year at $2000 per annum, with a right of renewal for a further two years. 232-280 GDC – Council Property Registers Historic Legal Docs Ex G Brock, vol. 4.

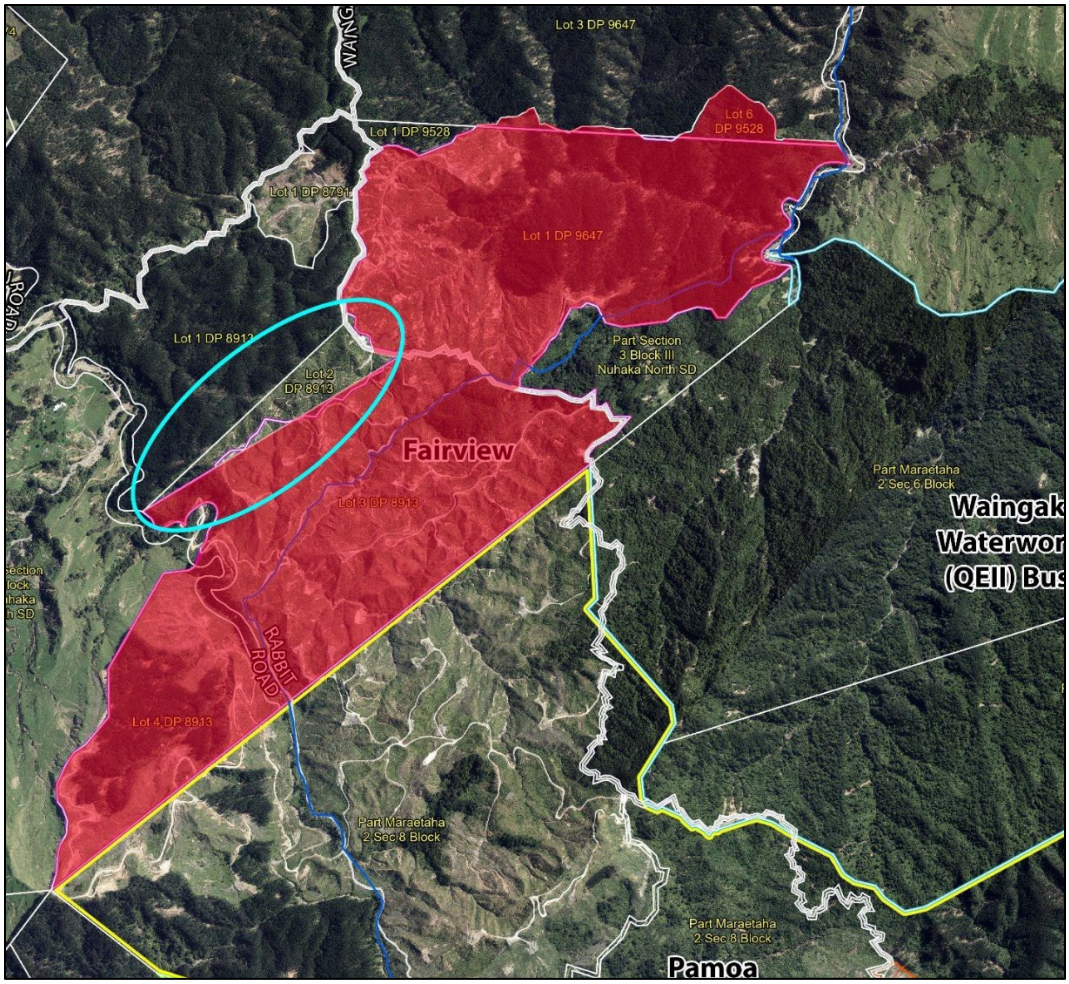


Figure 33: Fairview Station, purchased 1989[220]

The treatment plant encroachment, from 1988

Patemaru Station was similarly adversely impacted by the considerable earthworks undertaken by Gisborne City Council to repair the Bush-line and the access through the farm. Seven weeks after the cyclone, city council engineering staff John Warren and Bruce Apperley met Station Manager John Hawkins and Maraetaha Incorporated chair Boy Kemp onsite to discuss the damage. Apperley and Warren agreed that the council was to:

- reinstate all fences damaged from the road access improvement and pipeline repairs.
- renew the gates along the access road to cater for the greater width.

[220] GS6A/589, 'Current Title 3'; GS6C/1054, 'Current Title 1', #A589651 GDC

- repair damage to the stock yard.
- install cattle stops on the access road at the property boundary.
- prepare and install signage warning public that the road was a private one, with access only by permission only from the manager of Patemaru Station.

The agreement afforded the opportunity to resolve issues that had been a growing source of tension, such as public access across the incorporation's land to the Waingake Waterworks Bush (see Back story #9). In consideration for the council's right to lay and use the pipeline through the incorporation's land and to enjoy ongoing access, the council also undertook to:

- only use the access road for maintaining the pipeline and for water supply head works.
- allow the incorporation to continue to draw electric power from the council's main supply for electric fencing, at no charge.
- continue to provide water for domestic supply of the two houses and shearers quarters, at no further charge.
- maintain the access road.
- have the access road and pipeline surveyed for the purpose of obtaining a formal easement.
- allow the incorporation access through and along the boundary of the waterworks bush reserve for movement of livestock between Te Kopua and Patemaru Stations.[221]

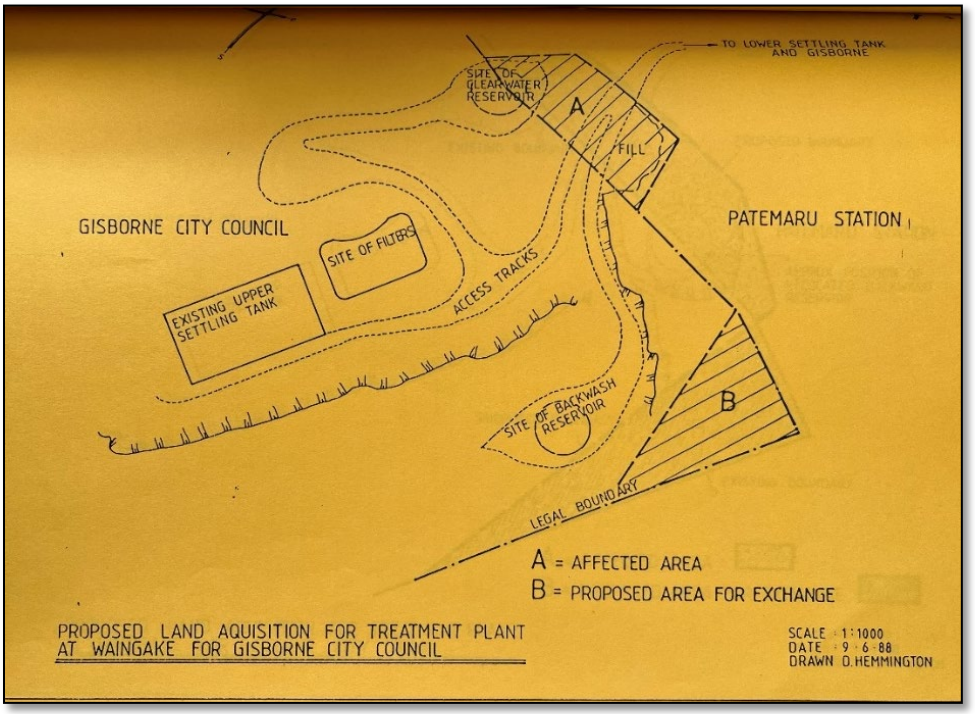
After decades of informal, unrecorded 'understandings' cultivated by the former city engineer with respect to the local body's waterworks infrastructure, the crisis of the interrupted water supply seems to have prompted council to formalise both existing and future arrangements – except that, once again, the only record of the agreement on file is that of Maraetaha Incorporated's solicitor, who confirmed the undertakings made on the day in writing a month later. The agreement at the end of April coincided with council plans for an interim treatment plant, which required another favour from the Patemaru Station owners.

The water supply repairs from Cyclone Bola included the construction of an interim treatment plant on the upper settling basin site to address the deterioration in water quality. The almost seven-acre site had been purchased from Maraetaha Incorporated in 1967. Most of the proposed plant was situated on the council's property, but the clearwater storage tank site and associated access encroached on Patemaru Station. On 23 May, Water Systems Engineer Bruce Apperley phoned Station Manager John Hawkins about the proposed works and received the go-ahead.[222] A fortnight later, and five days before the council

[221] Nolan and Skeet to City Engineer, 23 May 1988, D/24/5D 54/10 Water Supply 1988.
[222] Waterworks Engineer B Apperley to J Hawkins, 24 May 1988, D/24/5D 54/10. Apperley recorded Hawkins' sentiment as: 'As you rightly said then, the City does not have much option but to go ahead with building a proper treatment plant at Waingake.' Apperley thanked the Station Manager on behalf of the council. 'Your help is much appreciated as we move out of this difficult time.'

opened the tender to construct the storage tank, Apperley raised the underlying land ownership issue with the city engineer, setting out four options: to continue the current informal use arrangement as per the access roads and pipeline; to survey and legalise an easement for the parcel of land; to survey and swap the land for an equivalent parcel of council land; or to purchase the parcel outright.[223] Warren at once sought authority from the council's Works Committee to begin negotiations with the owners of Patemaru Station to obtain 'permanent rights' for the construction of the clearwater storage tank.[224]

Over the next few weeks, as the works on the treatment plant progressed, the backwash reservoir was relocated so that it, too, now straddled the boundary with Patemaru Station. Moving the tank site saved the council spending $50,000 on a retaining wall.[225] This, too, was 'informally agreed with the manager of Patemaru' – on the hop.[226]



[223] Waterworks Engineer Apperley to City Engineer J Warren, 8 June 1988, D/24/5D 54/10.
[224] City Engineer J Warren to City Manager, Works Committee, 8 June 1988, D/24/5D 54/10.
[225] City Manager to Works Committee, 13 July 1988, 54/10 Water Supply 1988.
[226] Waterworks Engineer B Apperley to City Manager, Committee Finance and Administration, 9 September 1988, D/24/5D 54/10.

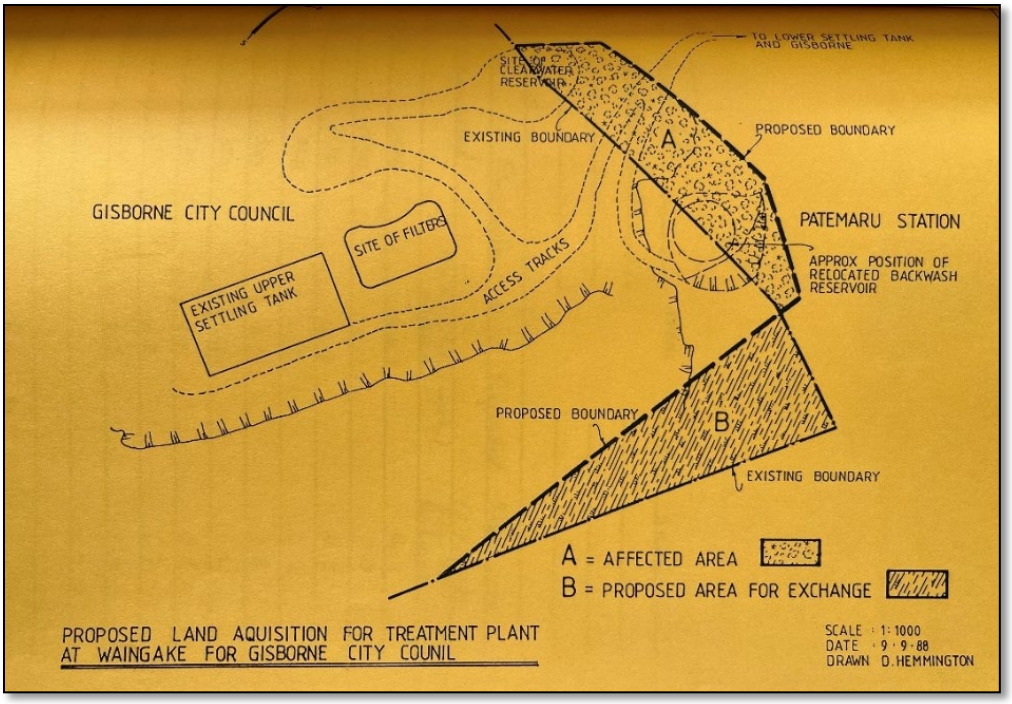


Figure 34: Proposed land exchange for treatment plant, 1988[227]

The council opted for a half-acre land swap (2167 square metres), the initial exchange proposal for the clearwater storage tanks and access subsequently enlarged to accommodate the backwash reservoir as well (see Figure 34). In September 1988, Maraetaha Incorporated confirmed their agreement to the exchange on condition that the council met all survey and legal costs.[228]

It was May 1991 before the council moved to legalise the land exchange, prompted, perhaps, by its planting project of the pipeline corridor through Pamoa Station underway by this time (discussed below). As a preliminary, the plan of the proposed exchange area was sent to the chairperson of the 'Management Committee, Patemaru Station', for confirmation. As it happens, council had constructed concrete drainage through the parcel to be transferred to Patemaru Station, which extended into the existing farm property. Council management was not seeking retrospective consent for the works, but rather agreement to ongoing council maintenance of the drainage system:

> You will note that there are a number of concrete drainage channels etc installed on the slope above the treatment plant. While these are not in Council's land, they have been installed to provide much greater erosion resistance for the land above the plant. Their installation was

[227] D/24/6A 54/12 Water Supply 1988.
[228] Nolan & Skeet to City Manager, 2 September 1988, D/24/6A 54/12 Water Supply 1988.

> discussed with and agreed to by Mr Hawkins. Can you please confirm that access by GDC for maintenance of the slope drainage system, including occasional survey of the slope is acceptable.[229]

Engineering & Works management were still troubled by the lack of council's legal standing with respect to its waterworks investment on Patemaru Station, closing the request with another: 'We are conscious that the access roads and pipelines within Patemaru are not the subject of defined easement or agreement between us. We want to tidy up this aspect of the relationship between GDC and Patemaru and will be writing to you separately on this matter later.'[230]

As related below, council's request to sanction the land exchange fell amidst the growing dismay of Maraetaha Incorporated with council's conduct over the sale and purchase of Pamoa Station. At its monthly meeting in June 1991, the committee of management decided against executing the Pamoa sale and purchase documents and withheld, too, any decision over the Patemaru land exchange. As the incorporation's solicitor explained to the council's solicitor: 'Although this [Patemaru Station] is a separate property it is owned by the Incorporation and the Committee has viewed this request as part of its overall dealings with the Council …'[231] It was alleged, in addition, that the council's earthworks at the treatment plant had left the site in a considerable mess.

The sale and purchase of Pamoa Station in December 1991 seems to have put to rest, too, any residual opposition to the exchange. What appeared as a simple and straightforward transaction, however, was anything but. Stung by recent experience involving land required for the Gaddams Hill Reservoir, council staff were averse to dealing with the treatment plant exchange under the Land Transfer Act:

> The last time our Council Surveyor tried to gain title to a very small area for Council for that purpose it ended up under the L.T. [Land Transfer] Act with a DP [Deposited Plan] and a completely unreasonable and time consuming request by a mortgagee for a valuation of the balance of a large ppty [property] before giving consent; and it appeared that it was because the council solicitor & the mortgagee subjected the whole thing to full L.T. [Land Transfer] treatment for a postage stamp area.[232]

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[229] Acting Manager Engineering & Works WJ Turner per Regional Design Engineer Bruce Apperley to Chairman Management Committee Patemaru Station, c/- Ken Norman, James Harvey & Norman, 31 May 1991, F/28/4 SU06-001 Waingake Treatment Station, 1968-1993.
[230] Ibid.
[231] Nolan & Skeet to Chrisp Caley & Co, 2 July 1991, Maraetaha Incorporated records.
[232] File note, Ross Fryer to 'Peter' [Peter Graham, District Solicitor DOSLI, Napier], undated, F/28/4 SU06-001 Survey Projects – Waingake Treatment Station, vol. 1, 1968-1993. In another file note, Fryer similarly referred to the council surveyor's 'wish to avoid a D.P [Deposited Plan] & all the steps, hassles & costs of the Land Transfer Act, conveyancing & subdivision approval.'

Proceeding without a Deposited Plan, however, posed problems in terms of gazetting the arrangement. The fact that Council's existing title to the water treatment site was held in fee simple, 'without a purpose tag on it', complicated matters further. Staff were unsure how to proceed:

> the solution might be to allocate 3 section numbers respectively to the whole of Lot 1, to the new area, & to the part to be vested in exchange so that the result is a gazette notice in those terms & a title with a purpose tag on it with 2 section numbers in the title diagram one for the large existing area & the other for the bit being taken to accommodate the tanks.[233]

The exchange proposal was surveyed in August 1992 along these lines. SO8617 depicted the exchange as three parcels: Section 1 being the bulk of the treatment site (Lot 1 DP5328) unaffected by the exchange, and the areas of exchange shown respectively as 'A' and 'B' to become Sections 2 and 3 once the requisite gazettal action was completed (see Figure 36 below).

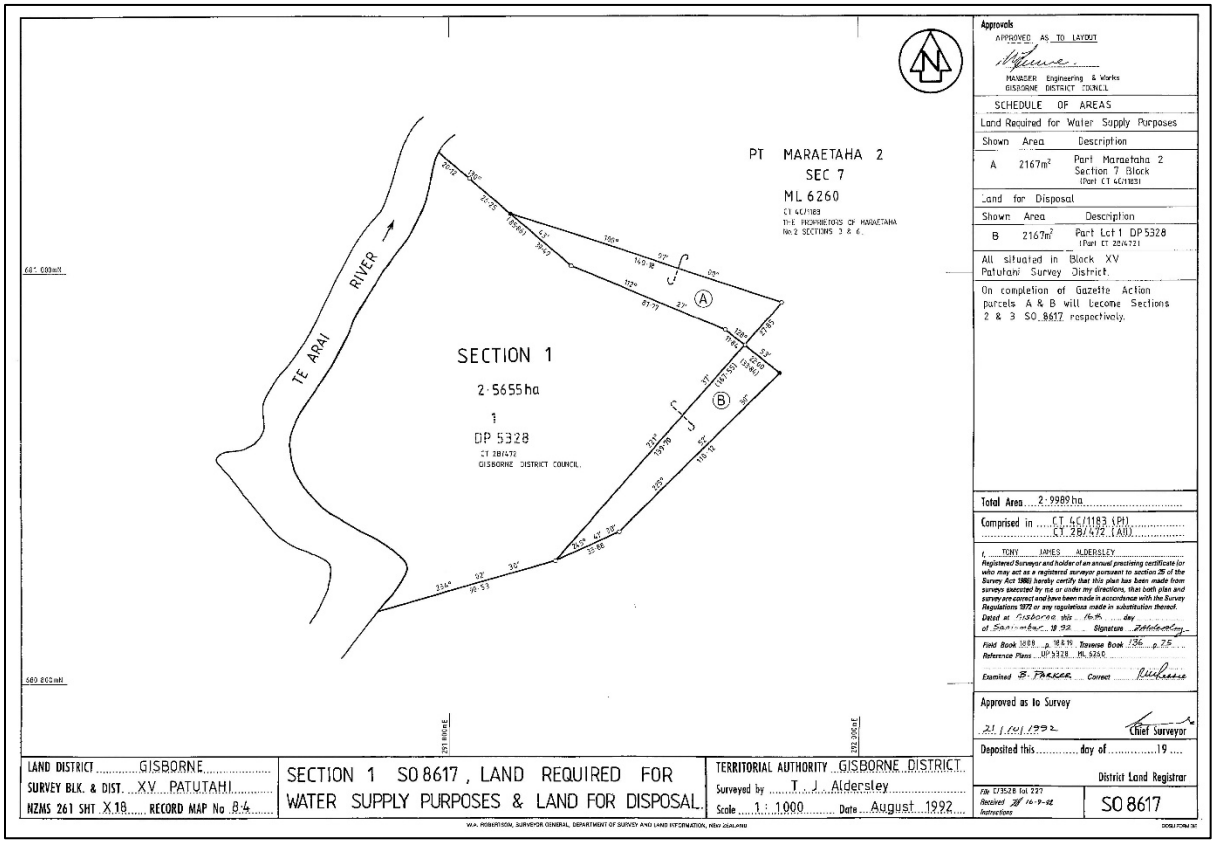

Figure 35: Section 1 SO8617 Land Exchange Survey, August 1992[234]

[233] Fryer, file note, undated, F/28/4 SU06-001 Survey Projects – Waingake Treatment Station, vol. 1, 1968-1993.
[234] 'Section 1 SO 8617 Land Required for Water Supply Purposes & Land for Disposal', SO8617.

In late November 1992, Mike Willis, GDC's Road Legalisation Officer sought advice from DOSLI's District Solicitor as to the simplest and most cost-effective way to legalise the exchange:

a. Can Parcel B be vested in the adjoining owner in the Gazette Notice (being GDC land).
b. Section 1 cannot be gazetted for Water Supply Purposes without a change of appellation and a new title.
c. If we were to Gazette Lot 1 DP 5328 and Parcel A for Water Supply Purposes and then revoke and vest Parcel B, could this be done in one Gazette Notice.[235]

The advice faxed back as to the 'easiest' route read:

1. Set Lot 1 DP 5328 apart for water supply purposes.
2. Acquire area 'A' SO 8617 for water supply purposes (separate Gazette required)
3. Issue a S.107 certificate for area 'B' (now Section 3 SO 8617) requesting amalgamation with adjoining title
4. Call for new title for part Sec 1 SO 8617 (after excluding Sec 3) and Sec 2 SO 8617 – one new title will issue in name of GDC for water supply purposes[236]

The District Solicitor was proposing that GDC first 'tag' their existing holding for waterworks purposes and then acquire and gazette the requisite area 'A' accommodating the tanks for the same purpose. The equivalent area 'B' to be exchanged could then be dealt with under Section 107 of the Public Works Act 1981. These 'Provisions relating to grants of land in exchange' treated the portion of GDC's land to be exchanged as compensation, for which the local authority was required to register a certificate with the Registrar-General of Land (s.107(7)). Section 107(9) provided that 'Every certificate issued under this section by a local authority shall be deemed to be a transfer instrument of the land described in it from the local authority to the person to whom the land is granted; and the Registrar-General of Land shall register it without fee.' Once the area had been deducted from the GDC parcel in this way, a new title could issue for the combined area of GDC land.

Willis began down this path but evidently did not get far. In early December 1992 he sent Maraetaha Incorporated a consent form for the land exchange, proposing a nominal payment to GDC of 10 cents to meet the requirements of Section 107(1) and urging haste so that a gazettal could follow 'as soon as possible'. There is no record of any response on file. A printed 'Agreement' on file setting out the substance of exchange is neither dated nor signed by either party. A printed 'Fifth Schedule' under Section 107(7) of Public Works Act 1981 (for grant of land under Sections 105 or 106, the basis of registering a certificate for the land to be exchanged) on file is also incomplete.

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[235] Willis to Graham, District Solicitor DOSLI Napier, fax, 25 November 1992, F/28/4 SU06-001 Survey Projects – Waingake Treatment Station.
[236] Graham to Willis, fax, 1 December 1992, F/28/4 SU06-001 Survey Projects – Waingake Treatment Station.

In July 1993, the legal description of the Council's title was changed to reflect the Survey Office plan undertaken for the purpose of exchange.[237] In what was effectively a subdivision, the main area was relabelled Section 1 SO8617 while the 'A' portion shaved for exchange retained the old appellation of Lot 1 DP 5328.[238]

At this point, the matter came to a halt. The change in appellation fell short of a new title, and neither did Council progress setting the land apart for water works purposes, both of which may have required depositing the Survey Plan. GDC seems to have decided that the small area involved did not warrant the complication and associated cost of doing so. The upshot is that for the past 35 years or so, council's water treatment works have been partially accommodated by Maraetaha Incorporated, without any authority or compensation.

Afforesting the Dam-line corridor, 1988/1989

As touched on above with respect to the purchase of Fairview Station, one of the immediate reactions to the widespread damage caused by Cyclone Bola was a rethink about land utilisation. In June 1988, the government announced investment in an urgent tree-planting program aimed at protecting erosion-prone land from future weather events. The protection of water pipelines was specifically mentioned in the funding criteria. The Dam-line had only just been repaired and the water supply to Gisborne restored, ten weeks after the cyclone and at a cost of $3.5 million. The publicity about government afforestation funding in mid-June prompted an immediate approach by local forestry consultant Kohntrol Forest Services to Gisborne City Mayor Hink Healey, touting for business: 'If the Government is prepared to subsidise forestry … then forestry investment becomes not only a socially rewarding option but also an investment which would reap considerable financial benefits for the city.'[239] As set out above, the announcement of government funding prompted Gisborne City Council's decision on 24 June 1988 to negotiate for the purchase of Fairview Station, and to apply to government to fund 450 hectares of afforestation. A week later, a second expression of interest in managing the afforestation project for the council was made by PF Olsen & Co.[240]

From the outset, the 'Proposed Damline Afforestation' included Pamoa Station. The materialisation of the 'Dam-line Corridor' by July 1988 exemplifies how, particularly in times of crisis, 'public works'

[237] 192537.1 on GS2B/472.
[238] Note, this should more properly have been now labelled ***part*** Lot 1 DP 5328.
[239] Kohntrol Forest Services (JW Kohn) to Mayor, Gisborne City Council, 17 June 1988, 01-290-10 vol. 1.
[240] PF Olsen & Co (PA Keach) to Engineer, Gisborne City Council, 29 June 1988, 01-290-10 vol. 1.

proposals grew legs and became unassailable givens, without any reference to the landowners affected. Early plans from June 1988 were not based on a continuous 'corridor' through Pamoa Station as such (see Figure 35). An early assessment of the geotechnical and geological impacts of Cyclone Bola showed that most of the major damage to the Dam line infrastructure had occurred within Fairview Station, where two major, first-time slips at Kelly's Corner and Fairview Slide had taken out sections of the pipeline and access track.[241] Small remedial and clearing works were identified within Pamoa Station but the earth movement had been relatively minor and thought to pose little significant threat to the pipeline. A major existing slip at Triple Creek had barely moved. A subsequent valuation undertaken for the city council confirms that the property had incurred only minor damage from the cyclone (discussed below). One might conclude that the pipeline through Pamoa Station was not under imminent threat. From this time, however, Maraetaha Incorporated were faced with the reality of losing further land to the city's waterworks.[242] The following month, having secured $340,000 in grant monies for the 'Damline Forestry', Apperley reported that council approval was now required for the Fairview purchase, together with 'swaps and leases with adjoining owners.'[243] By this stage, the proposal had been broached with Pamoa Station Manager, John Hawkins, when Apperley and Mayor Hinkley had made a site visit to the waterworks in early July, when construction of the interim water treatment plant was underway. Apperley related the exchange to City Engineer John Warren:

> While Mayor and I were visiting Dam-line yesterday we met manager of Pamoa Station John Hawkins. I asked him what the committee's decision was on our request for the clearwater reservoir site at Waingake. He said they agreed to allow us to use this land and that they were writing to us.
>
> We also briefly discussed possibility of swapping some of Fairview Station for the Damline corridor across Pamoa. I told him we still had not heard from government and that we were negotiating with Ted Ellmers. I said we liked the idea but until we knew more would not pursue it.[244]

Securing formal rights to the existing water supply infrastructure, it will be remembered, had been a matter of growing concern from the mid-1980s with the construction of the Dam-line boost station on Fairview Station. Post-cyclone, considerably more had been invested on land over which the council had

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[241] Ministry of Works, 'Gisborne City Water Supply. Assessment of the Geotechnical and Geological Impact of Cyclone Bola (March 1988) on the Dam Line & Dam Extension Line', C/26/1A, GDC.
[242] 'Areas at Mangapoike', undated file note; Apperley to Draughtman, 28 June [1988], 01-290-10 vol. 1. The area required from Pamoa Station for the protection of the dam-line (estimated at 80 hectares) was larger in fact than the 72 hectares required from Fairview Station.
[243] Water Systems Engineer B Apperley to Deputy Mayor, City Engineer, 27 July 1988, 01-290-10 vol. 1.
[244] Apperley to City Engineer, 6 July 1988, D/24/6A 54/12 Water Supply, 1988.

no control. The importance of the water supply and the council's substantial investment in the waterworks infrastructure, which Apperley costed at $40 million, was the major rationale for the water systems engineer's recommendations in September 1988 with respect to the Dam-line forestry project.[245] The water systems engineer pointed out that global warming meant cyclones like Bola could be expected more frequently. Afforestation would not provide an absolute guarantee against future landsliding, but from year 6, the trees would provide much more protection than at present. The series of recommendations at the end of this report included approving the purchase of Fairview Station, in large part to enable the land exchange with Pamoa Station. Apperley reported that informal discussions with the station manager had indicated support for the exchange, which was desirable for two reasons: it would secure the Dam-line corridor in council ownership and it would release agricultural land from Fairview Station which council may not be interested in farming.[246] At this juncture, Apperley was working on the assumption that council could apply the government grant of $340,000 to purchase Fairview Station, rather than the afforestation of the high-country station as first proposed. Any afforestation of the Dam-line would instead be at the council's expense, and for that reason, kept to a minimum.[247] His recommendations included that government be requested to extend the 2 for 1 subsidy available for afforestation within the Waipaoa catchment to the Dam-line Forestry Project.

[245] Water Systems Engineer B Apperley to City Manager; Council, 26 September 1988, 01-290-10 vol. 1.
[246] Ibid. Apperley recommended council staff work with the East Cape Catchment Board to finalise the required area for planting, then hold 'further discussions with the adjoining landowners to finalise any land exchange proposals.' At this point, when council believed it could
[247] Water Systems Engineer Apperley to Deputy Mayor; City Engineer, 27 July 1988, 01-290-10 vol. 1.

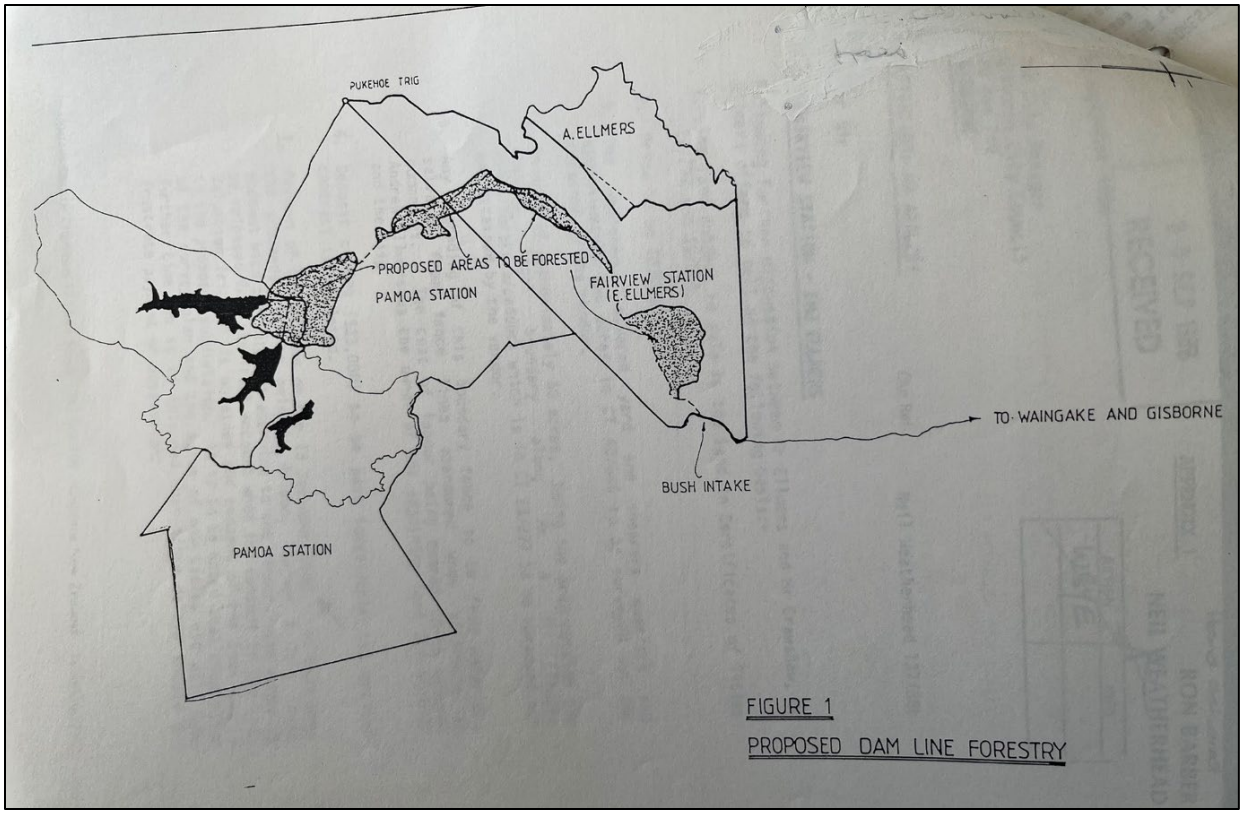

Figure 36: Proposed Dam-line Forestry, July 1988

As set out previously, government advice in October 1988 that the $340,000 grant had been primarily intended for afforestation and not land purchase, and was required, moreover, to be spent before June 1989, prompted a rapid turnabout. Gisborne City Council's decision in November 1988 to fund the purchase of Fairview Station itself signalled, too, a resolve to make the most of the afforestation grant, and quickly. The Dam-line forestry project still required a land exchange with Pamoa Station, but the funding now meant wider afforestation of Fairview Station was back on the table. As a result, the 'Damline Protection' through Pamoa Station was transformed into a broad, unbroken corridor, severing the farm in two. The more modest proposal of targeted protection planting in 1988 depicted in Figure 36 above had now blown out into a much more ambitious afforestation project, with a decidedly commercial component (see Figure 37).

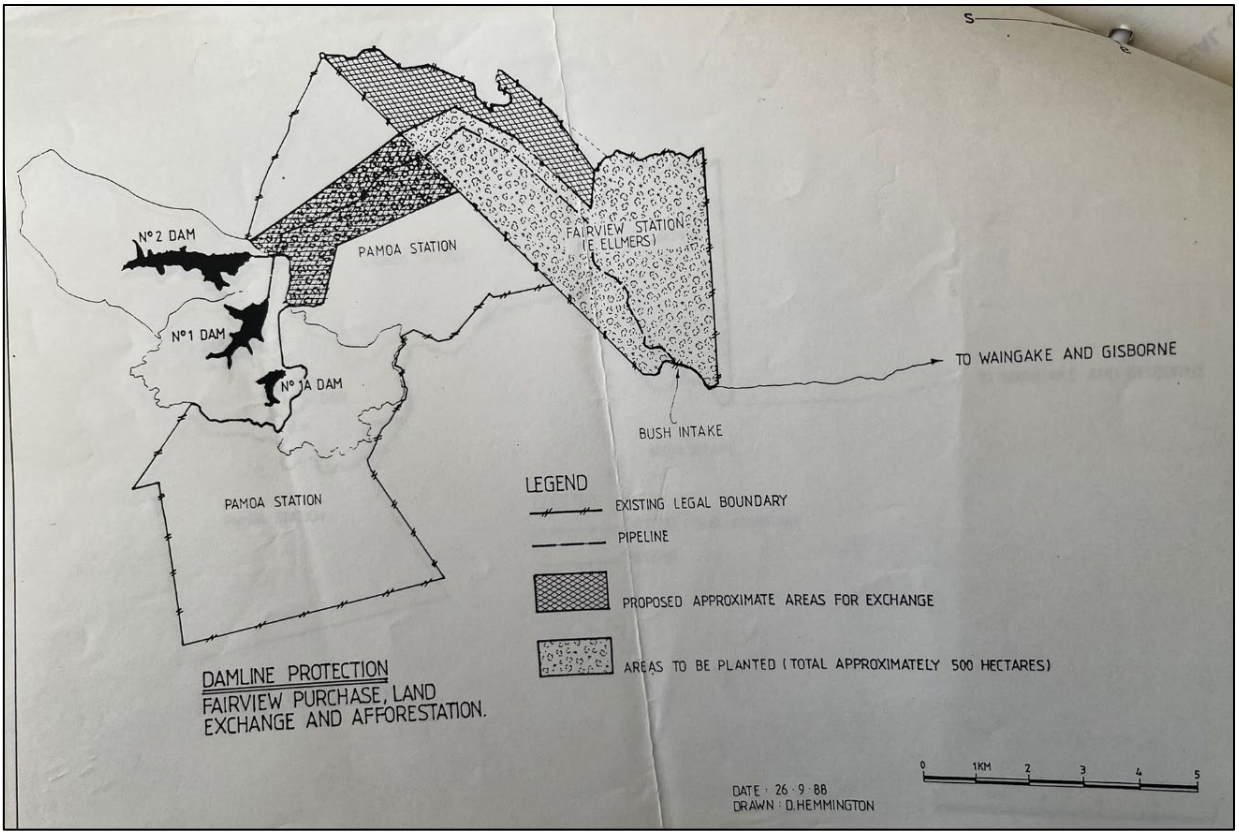

Figure 37: Proposed Dam-line Forestry, November 1988

The day after council's decision, Maraetaha Incorporated were formally requested, through their solicitors Nolan & Skeet, to consider a land exchange.[248] On 15 December, Bruce Apperley and Deputy Mayor Brian Crawshaw met with solicitor Dave McEwen together with the secretary of the incorporation's management committee. Arrangements were made for an onsite meeting to take place mid-January with the station manager and management committee chairperson, 'to define boundaries, stock access routes etc.'[249]

The onsite meeting arranged for January to discuss the exchange did not happen, although Apperley did obtain an undertaking from Management Committee Chair Rima Pohatu on 20 January to convene a committee meeting for that purpose.[250] On 2 February, Apperley tried again, putting the council's case for

[248] Nolan & Skeet to City Manager, 28 November 1988, 01-290-10 vol. 1.
[249] Water Systems Engineer B Apperley to City Manager; Council, 21 December 1988, 01-290-10 vol. 1.
[250] Water Supply Engineer B Apperley to Deputy Mayor; City Engineer, 20 January 1989, 01-290-10, vol. 1. Apperley reported the site visit did not go ahead 'because of some internal problems between John Hawkins and the management committee.'

'conservation planting' of the pipeline route through Pamoa to the chairperson in writing, for the benefit of the committee:

> The City and the region are critically reliant on this pipeline, and anything we can do to improve its security is good for everyone. That is our main reason for wanting to plant conservation forestry on the pipeline route. We also realise that having our pipeline on your land is a nuisance and we would prefer to own the pipeline corridor.[251]

The severance of the farm in two had clearly been an early concern. Apperley reassured the committee: 'We discussed possible difficulties with access to the remaining piece of Pamoa for stock management or production forestry. This could be handled fairly easily by fencing off one or two access routes across the pipeline corridor.' The engineer urged a prompt response:

> Provided the committee is agreeable in principle to our proposal we should discuss the details of boundaries and exchange areas on site fairly soon. Council is going to plant the pipe corridor on Fairview Station starting this May, and we would like to plant the strip that is presently part of Pamoa at the same time. This means we would like to prepare a forest management plan in late February and have access to start fencing it in late March or early April. If you could give us an early answer on our proposal this would be much appreciated.

Since the council's decision at the end of November 1988, the water systems engineer had indeed pressed on with the wider afforestation project. By December, trees had been ordered and tenders invited from several forestry consultants to manage the 500-hectare project. During January, Apperley accompanied three such consultants onsite to appraise the job.[252] The engineer was under considerable pressure: the uncertainty surrounding the land exchange only adding to the time constraints of the government funding. In their tender for the work, forestry consultants PF Olsen & Co considered that council had seriously underestimated both the time and costs associated with achieving the exchange of Māori-owned land and advised that planting in the current year would be limited to areas of pasture or scattered scrub: there was no longer time to roller-crush areas in regenerating scrub before the June cut-off.[253] In his February update to council, Apperley urged: 'It is very desirable that Council gain ownership of the pipeline corridor in Pamoa Station'.[254] PF Olsen & Co were engaged at once to produce a draft management plan

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[251] Water Systems Engineer B Apperley to Chairman, Management Committee, Maraetaha Incorporation, 2 February 1989, 01-290-10 vol. 1.
[252] Water Systems Engineer B Apperley to Deputy Mayor; City Engineer, 20 January 1989, 01-290-10 vol. 1.
[253] PF Olsen & Co (PA Keach) to Gisborne City Council, 31 January 1989, 01-290-10 vol. 1. 'With Pamoa Station being in Maori ownership, in our experience, obtaining a consensus on the above issues will take considerably longer than if the land was in freehold European title.'
[254] Water Systems Enginner B Apperley to City Manager; Works Committee (public excluded), 13 February 1989, 01-290-10, vol. 1.

for the forestry venture which, too, was completed at speed within a fortnight. In the absence of any response from Maraetaha Incorporated, the forestry consultants were tasked to produce two plans: one including the Pamoa Station corridor, and one without.[255]

The interim Management and Operations Plan for the Dam-line Forestry provides an insight into the thinking of the time with respect to the environmental impacts of afforestation, by those engaged in the industry. The primary objective of the project, the plan maintained, was to protect, as far as possible, Gisborne's water supply – the main risk to the pipeline being from land slips. The protective benefits of plantation forest, it claimed, had been clearly demonstrated following Cyclone Bola: where trees were at least ten years old and had a close canopy and intertwining root mass, slips had been virtually non-existent, whereas neighbouring land without trees suffered severe erosion.

Yet 'conservation planting' was still argued to have commercial potential. Plantation forests planted primarily for erosion control on steep hill country, the plan continued, had the potential to generate significant revenue at harvest. However, if poorly established and tended, such plantings could become a liability: over-mature trees could topple, uprooting large blocks of soil with them. The second objective of management was therefore to establish and tend the trees to generate the maximum possible return on investment for Gisborne City Council. The 'two key objectives' of protection and commercial forestry, the plan asserted, were 'totally complementary'.[256]

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[255] Minutes of Special Meeting of Works Committee, 13 February 1989, 01-290-10, vol. 1.
[256] Interim Management and Operations Plan, 27 February 1989, p. 9, 01-290-10, vol. 2.

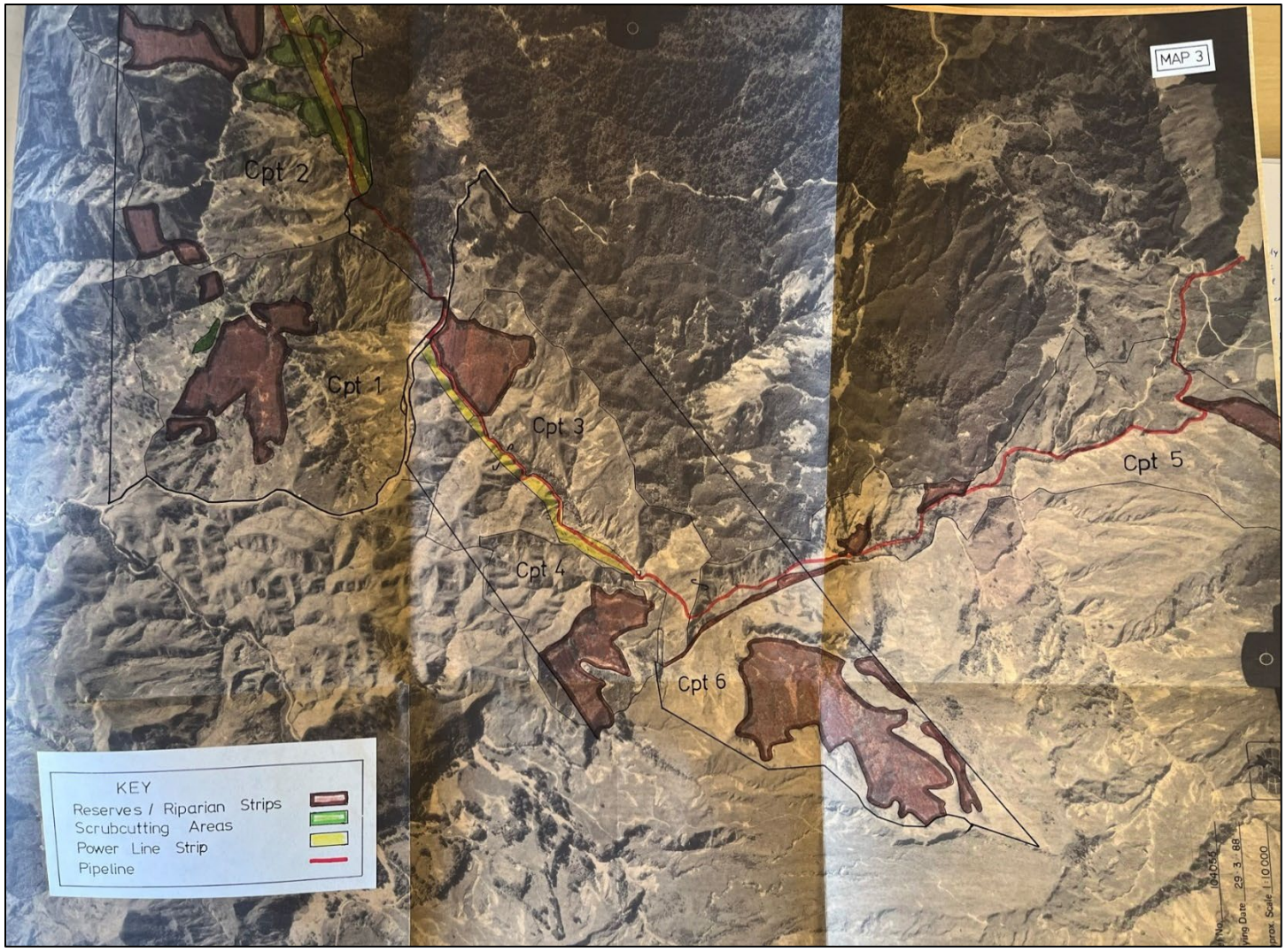

Figure 38: Proposed Dam-line Forestry, February 1989[257]

[257] Ibid.

The plan envisaged a fenced corridor of 418 hectares, of which 86 hectares of existing bush and scrub in gullies would be left as reserve, leaving 322 hectares of plantable area. The forestry consultants' solution to the uncertainty over the scope of the project broke the total area (including the corridor within Pamoa Station), into six compartments (see Figure 38). The Pamoa corridor, of 87 hectares, was Compartment 5, the boundaries of which, the plan maintained, were 'rational in terms of both damline protection and fence construction (new and existing).' Compartments 4 and 6 within Fairview Station, together comprising 117 hectares, were tagged for potential exchange with Pamoa Station and a variety of costed options canvassed, including swapping Compartment 6 (the Pukehoe block) for Compartment 5 (Pamoa Station) with a $20,000 cash incentive for Maraetaha Incorporated; swapping Compartments 4 and 6 for Compartment 5 with no such cash consideration; or defining Compartment 5 as a separate legal title altogether and obtaining a lease or forestry right.

Tender documents for planting and fencing were sent out in March, and estimates obtained for having Compartments 4, 5 and 6 surveyed. Having discussed the exchange with Pamoa Station Manager John Hawkins, Apperley told the forestry consultants that the plan might need tweaking to accommodate the farmer's concern about stock access to the Mangapoike River. The engineer was aware that Maraetaha Incorporated were exploring afforestation themselves at this time. The anticipated onsite meeting with the management committee took place in the third week of March, the substance of which was recorded in Apperley's follow-up letter.

Apperley clarified to the committee that the council intended to exchange 'clear land for clear land', with any adjustments in area to take in differences in land quality and ease of working to be left to a registered valuer. The engineer discounted the committee's suggestion that council take over 'the whole of the paddock on the left bank of the Mangapoike River', rather than fencing off the pipeline corridor. 'This appears to be a simple solution,' Apperley responded, 'but at this stage it is most unlikely that Council would be willing to purchase any more land for this project.' The areas of exchange he had pointed out, he continued, were the only areas not needed for pipeline protection. The parties had evidently discussed their respective forestry plans. Apperley coaxed:

> The areas that we have suggested for exchange should still fit quite comfortably within any forestry project by Pamoa Station. We would be prepared to allow you to use our access roading for planting and later on for transport of logs. The area of scrub within the larger triangular compartment [...] would be very easy to clear using tractor towed rollers. The whole block lies well to the sun and should grow trees very well.[258]

[258] Water Systems Engineer B Apperley to Committee of Management, Pamoa Station, 21 March 1989, 01-290-10, vol. 1.

Bruce Apperley thanked the committee again for meeting him, adding 'I am very much aware that we are all stewards of the land and I wish you wisdom in your decision making on Wednesday night.' He closed by reminding the committee that fencing was about to begin in April and planting in May: 'We expect at this stage that planting of the whole damline forestry project would take between a month and six weeks so we should be complete in mid June.'

At the end of March, council approved tenders for four kilometres of access track construction/repair; six kilometres of fencing; and the planting and subsequent spot spraying of 410,000 pinus radiata seedlings, all to be met by the government afforestation grant.[259] In April, Apperley updated the Ministry of Forestry and the Coordinator of Domestic and External Security about the progress, forewarning that the grant money might not be entirely spent by June. 'The only disappointment at this stage', the water systems engineer related, 'is that we have not managed to finalise our negotiations with the management committee of the maori incorporation block that part of the dam pipeline traverses.' Final details of the land exchange between the incorporation and the council, he went on, had still not been resolved, 'and it may be that planting of this area cannot be completed this season.'[260] The following day, the water systems engineer wrote again to Rima Pohatu, the chair of Maraetaha Incorporated. Pohatu had recently conveyed the committee's continuing concern about the impact of the corridor dividing the property in half and significantly reducing its value. Apperley now proffered the committee of management a joint forestry venture of sorts:

> The committee is aware of Council's desire to protect the pipeline from the dams and have our unwritten agreement over access etc. formalised.
>
> A possible way around this would be for:
>
> a) Pamoa to formalise with the City an easement along the pipeline route, for the purposes of access, pipe maintenance and pipeline upgrading.
> b) Pamoa and the City to jointly arrange planting not only of the pipeline protection corridor but also of the adjacent land.
>
> This would satisfy the desire of the committee to see the property planted and would satisfy Council's need to have the pipeline protected. PF Olsen Limited have told me that there are trees available and that the work could be done this season.

[259] Water Systems Engineer B Apperley to City Manager, Council, 29 March 1989, 01-290-10, vol. 1.
[260] Water Systems Engineer B Apperley to Coordinator Domestic and External Security G Hensely, 13 April 1989, 01-290-10, vol. 2.

> If Council plants the pipeline corridor it would be possible to arrange mutually acceptable terms for use of the land and eventual sharing of the profit at maturity.[261]

Apperley later disclosed that he was aware of Hikurangi Forest Farm's interest in purchasing Pamoa Station at this time. According to the water systems engineer, 'informal discussions' had been held with the forestry company 'with a with a view to arranging an easement down the pipeline route and ensuring that any planting and subsequent harvesting which was done would satisfy the requirement of the pipeline stabilisation programme and subsequent pipeline stability.'[262] In mid-May council staff were advised that Hikurangi Forest Farms was not proceeding with the purchase.

Maraetaha Incorporated responded at the end of May with a counteroffer to sell Pamoa Station to the Gisborne City Council. The context for the decision – the history of competing land use the city's water catchment posed to the detriment of the Pamoa Station landowners – seems to have come as a surprise to the water systems engineer. (Relating the development to Minister of Forestry Manager Gavin McKenzie a week later, Apperley wrote 'their attitude quite frankly has us a little puzzled.').[263] Apperley's remarks in the margin of the solicitor's letter are set out in italics below.

> The committee is concerned about the effect that the City Council water supply requirements have had and will continue to have on the ongoing operation of Pamoa Station.
>
> The committee has visited the area and considers that the present proposal to exchange land which was formerly part of Fairview Station for a portion of Pamoa Station would render Pamoa an even more difficult (perhaps impractical) property to operate as a commercial farming venture.
>
> The recent history of Pamoa is in effect a conflict between two types of land use with the farming operation having to take second place to the water catchment requirements.
> *Not correct. We have fenced off and own our catchments. Our ops. rarely affect farm ops. We in return have provided a) excellent access roads b) use of our properties as stock access routes etc.*
>
> The committee has always accepted that it had to have regard to the needs of the district's water supply but is now very aware that it also has a responsibility to the owners of the land.[264]

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[261] Water Systems Engineer B Apperley to Chairman R Pohatu, Maraetaha Incorporation, 14 April 1989, 01-290-10, vol. 2.
[262] Water Systems Engineer B Apperley to City Manager; Works Committee, 7 July 1989, 01-290-10, vol. 2.
[263] Water Systems Engineer B Apperley to Manager, Ministry of Forestry, 6 June 1989, 01-290-10, vol. 2.
[264] Nolan & Skeet (D McEwen) to City Manager, 29 May 1989, 01-290-10, vol. 2.

The sale and purchase of Pamoa Station to the council, the incorporation's solicitor continued, would need to take into account:

> a. The fact that our client is being 'forced' to sell because of the circumstances it now finds itself in as a result of parts of its land being required for provision of the City's water supply at various times over the years.
> *Not correct, or were the dams originally Pamoa?*
> b. The inevitable inconvenience and cost to which our client has been put over many years as a result of the taking of parts of its land from time to time and the pipeline passing through its land.
> *Also inevitable benefits! Surely City compensated & paid legal costs?*

The last condition related to the provision of legal and physical access to Maraetaha 2 Section 9, which the incorporation claimed had been lost 'when land between what are now Sections 8 and 9 [the Waingake Waterworks Bush?] was taken for water reserve some years ago.' Any sale and purchase proposal, McEwen concluded, would require the approval of the shareholders at a general meeting before it could proceed.

Notwithstanding Apperley's rejoinders, City Engineer John Warren was open to the offer: 'At the right price the purchase of the property would further improve the security of the Council's water supply. Therefore, I recommend that we obtain a valuation for the property at the Council's expense so that negotiations can proceed.'[265] As a precaution, perhaps, Water Supply Engineer Dave Kelly at once advised disgruntled local pig hunters that the Waingake Waterworks Bush was now off-limits:

> Over the past few months there have been several instances of damage to fencelines and gates on boundary between bush catchment and neighbouring properties. The Gisborne City Council is at present negotiating with the neighbouring land owners for purchase of some areas of their land. Due to the sensitive nature of these negotiations it has been decided to ban all hunting in the area for the time being. It is hoped to lift this ban later this year.[266]

In the first week of June 1989, Apperley succeeded in having the bulk of the government afforestation funding carried over into the new financial year.[267] In his July update of developments to the Works Committee, the water systems engineer contrasted the current market value of Pamoa Station (estimated

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[265] City Engineer J Warren to City Manager, 31 May 1989, 01-290-10, vol. 2.
[266] Water Supply Engineer D Kelly to Secretary, Poverty Bay East Coast Pig Hunters Club, 30 May 1989, E/14/4A 01-290-02 Water Supply – Bush Catchment 1989-1993. As related in Back story #9, the issue of hunter access to the council catchments through Maraetaha Incorporated land had been a growing source of aggravation for farm management.
[267] Water Systems Engineer B Apperley to Manager, Ministry of Forestry, 6 June 1989; Apperley to City Manager; Works Committee, 9 June 1989, 01-290-10, vol. 2. At this point, only some $15,000 of the $340,000 grant monies had been spent.

at $300,000) with the replacement value of the pipeline and associated works (around $3 million). Access to the dams, the damline boost pump station and the Dam-line in Pamoa itself, Apperley pointed out, was across Pamoa Station land, adding: 'We do not have easements for the roading or the pipeline at this stage.'[268] The engineer fell short, however, of recommending that council proceed with purchase at this point. Rather, he recommended that negotiations be authorised to gain access to and plant the Dam-line corridor through Pamoa, and to obtain formal access rights to the council's dams, pump station and pipeline.

Purchasing Pamoa Station, 1989-1991

The afforestation of Compartments 1, 2 and 3 within Fairview Station was completed by July 1989. As planned, Compartments 4 and 6 were left unplanted as a potential land exchange for Compartment 5: the Dam-line corridor through Pamoa. Little progress was made in negotiating the sale and purchase over the winter, possibly reflecting council's dismay at the check to its plans. At the end of September 1989, Apperley re-stated the position for the benefit of the council's negotiators, Mayor Healey and Councillors Brooking and McGreevy: 'The Damline pipeline is at significant risk from landsliding. The Council does not have formal legal access to it.'[269] The committee's rejection of the land exchange had prompted the engineer to reconsider leasing the corridor (with an estimated $20,000 capitalised rental to be held out as an inducement to Maraetaha Incorporation, as well as a stumpage share at harvest). In this report Apperley repeated the city secretary's opinion that long use gave council a 'prescriptive easement' over the corridor – but he pointed out that insisting on this might not be wise. 'It will be important for at least the first two to three years that stock are kept out of the young trees. This will require a considerable amount of co-operation from Pamoa's management. A leasing arrangement would assist in this respect.'[270] The 'least attractive alternative', Apperley maintained, was to buy Pamoa. In his September report, the property was valued at '$200,000+', with the engineer predicting that any purchase and sale, being Māori land, could take five years or more.

Forestry consultants PF Olsen & Co, on the other hand, saw considerable merit in the council purchase. In early October, Forest Manager NA Bunting recommended the council proceed with the sale and purchase. Hikurangi Forest Farms were again interested in purchasing the portion of Pamoa Station east

[268] Water Systems Engineer B Apperley to City Manager; Works Committee, 7 July 1989, 01-290-10, vol. 2.
[269] Water Systems Engineer B Apperley to Mayor, Councillor Brooking, Councillor McGreevy, 28 September 1989, 01-290-10, vol. 2.
[270] Ibid.

of Tarewa Road, which would enable the council to recoup some of up-front purchase cost from Maraetaha Incorporated. Planting the balance to the west in commercial forestry would not only save the council from having to fence off the corridor, it also made 'good commercial sense.'[271]

The following day, Deputy Mayor Brian Crawshaw, Councillors McGreevy and Brooking, and Bruce Apperley met with Rima Pohatu. Reference was made to alleged past 'controls' the Gisborne City Council had imposed on the development of Pamoa Station, which Apperley took to refer to the Puninga project of the 1970s. The chairperson also reiterated the incorporation's preference for sale rather than lease or exchange.[272] Either option, he reitereated, would require the support of shareholders. Once Pohatu had left the meeting, the proposal to on-sell part of the property to Hikurangi Forest Farms was agreed in principle.[273]

Local government restructuring in November 1989 saw the amalgamation of the city council and county councils of Te Tairāwhiti into the single unitary authority, the Gisborne District Council. John Clarke was elected mayor and former Cook County Manager Robert (Bob) Elliot was appointed Chief Executive of the new local authority. Even before the reconstituted council took over, Elliot advised the 'Chairman, Pamoa Station' that the incoming Gisborne District Council would honour any agreements come to with respect to the sale. 'You can also be assured that the present intentions of the City to protect formally access at all times to the water supply system within Pamoa will be continued and hopefully resolved to all parties' satisfaction as soon as practicable.'[274] After months of stasis, news that Hikurangi Forest Farms' interest in purchase would expire in January 1990 galvanised council staff back into action. In early November, Apperley engaged registered valuers Lewis & Wright to value the property, with separate values of the land east and west of Tarewa Road, as soon as possible.[275]

At the Annual General Meeting of Maraetaha Incorporated in November 1989, a resolution was carried authorising the committee of management to negotiate the sale of Pamoa Station, and approving the sale 'of all lands comprising Pamoa', on condition that the proceeds would be used to purchase another suitable area of land.[276] The steep hill-country station was a difficult farming proposition at the best of times. Station manager John Hawkins was thanked at the meeting for the satisfactory financial results

[271] PF Olsen & Co (NA Bunting) to Gisborne City Council, 4 October 1989, 01-290-10, vol. 2.
[272] 'Damline Forestry: Pamoa Station', minutes of meeting, 5 October 1989, 01-290-10, vol. 2. The minutes recorded that if an exchange was decided on, Station Manager J Hawkins had a different area of Fairview Station in mind.
[273] Ibid. Hikurangi Forest Farms subsequently advised that any purchase would need to happen by January 1990, or not at all.
[274] Chief Executive RDR Elliot to Chairman Pamoa Station, 27 October 1989, 01-290-10, vol. 2.
[275] Apperley to Lewis & Wright (Peter Lewis), fax, 7 November 1989, 01-290-10, vol. 2.
[276] Minutes of AGM of the Proprietors of Maraetaha 2 Secs 3 & 6, 18 November 1989, Maraetaha Incorporated documents.

he had achieved in spite of the 'extreme difficulties of the aftermath of Bola and drought conditions.' The proposed pipeline corridor, however, would effectively divide the station in two, significantly restricting farming operations. As the council itself later reported once it owned the land, farming efficiency was seriously compromised by the forested corridor that bisected the unit.[277] Exchanging the corridor for a portion of Fairview Station would not improve farming viability, and in any case, the access difficulties would remain.[278] Maraetaha Incorporated's anxiety about farming viability were keened by the recent mortgagee sale of Te Kopua Station to the Rural Bank.[279]

The (pre-Bola) government valuation of Pamoa Station in July 1987 was $350,000. The registered valuation obtained by Gisborne District Council in November 1989 for the 1119.8-hectare property was $310,000.[280] Cyclone Bola had caused moderate erosion, but the overall impact on Pamoa was deemed to have been comparatively minor. Rather, in addition to the general decline in the rural real estate market attributed to reduced returns, the withdrawal of government assistance and increasing interest rates, the reduction in value was linked to productivity. According to Lewis & Wright, 570 hectares of Pamoa Station were scrub-covered, nearly 60 per cent of the farm unproductive. The areas of clear pasture were not contiguous, making stock control difficult. The valuer did not make a connection between the scrub cover and the limited impact of Bola. Under 'workability', the valuation noted that over two kilometers of metalled tracks within the property were maintained by the Gisborne District Council 'in exchange for access to the City Water supply dams.'[281] As instructed, the valuation considered the property in two parts. The 'eastern' side, considered the 'easier' side with the main dwelling, woolshed, implement shed, sheep and cattle yards, was valued at $157,000. The western side, with the cottage, shearers quarters, stable, loading facilities and outyards was valued at $153,000, and considered marginal as a 'stand alone' pastoral property. The separate values, the valuer pointed out, were not current market value, but an 'allocation of values' extracted from the valuation of the entire property. Lewis & Wright maintained that the high cost of development and maintenance meant that it would be difficult to sell Pamoa Station as a pastoral block, whereas the relatively good access and medium to easy contour made it appealing for forestry.

At the close of 1989, Apperley had heard nothing further from Maraetaha Incorporated. In February 1990, he informed the Manager of Engineering & Works John Warren that Hikurangi Forest Farms were no longer interested in purchasing part of the property. In early April, Gavin McKenzie for the Secretary

[277] GDC 92/186, 3 April 1992, B/18/6C 'Acquisition of Pamoa Farm …', vol. 2.
[278] Minutes of meeting between Pamoa Station and GDC representatives, 26 June 1990, B/18/6C vol. 1.
[279] The unit being the third Ngai Tāmanuhiri holding (along with Patemaru and Pamoa Stations) returned to incorporated owners in 1954. Keith Pickens, 'Ngai Tamanuhiri Land Alienation Report', 2000, pp. 59-62.
[280] Lewis & Wright (PB Wright) to Chief Executive, GDC, 15 November 1989, 01-290-10, vol. 2.
[281] 'Pamoa Station. Detailed Valuation Report', with above.

of Forestry faxed Apperley a reminder that the residual $299,800 of Cabinet-approved funding would expire on 30 June and was unlikely to be carried over into another year. Apperley in turn apologised for being remiss in claiming for the work to date, some $190,000 worth of planting. The council was still waiting on an offer to sell, he informed McKenzie. 'Council is generally in agreement with paying for the land and there is still time to complete planting this season, maybe by June. At this stage we live in hope!'[282]

The council's file on the acquisition of Pamoa Station (begun in April 1990), opens with a Ministry of Agriculture and Forestry pamphlet about a two-year pilot program of government investment in sustainable land management within the Northern Hawkes Bay, Gisborne and East Cape, the 'FARM partnership', to begin 1 March 1991. One of the objectives of the $20-million fund was to assist the transition to forestry where current pastoral land use was not sustainable, including targetted funding to encourage afforestation where erosion control was a priority and in areas that were otherwise commercially unattractive. Gisborne District Council likely envisaged applying the government subsidy to afforest the balance of Pamoa Station outside of the corridor.[283] As well, from at least April 1990, council staff were aware that adjoining farmer Thomas Jex-Blake was interested in purchasing the portion of Pamoa Station south-west of the pipeline corridor.[284] As set out in the earlier discussion over afforestation proposals affecting Pamoa Station as a result of the council's Puninga Dam project, neighbourly interest in acquiring the western arm of the farm dated back to 1971. The prospect of sale to Hikurangi Forest Farms had fallen through, but on-selling part of the property remained an option.

In mid-May, Ken Norman of James, Harvey & Norman advised Elliot that the committee of management of Maraetaha Incorporated had agreed in principle to the sale of Pamoa. Apperley, too, had been tipped off, relaying the news to the chief executive the following day: 'After a fair amount of encouragement the management committee of Pamoa Station have made a decision to sell.'[285] A fortnight later, a formal offer was made, the asking price $360,000. Council were also asked to bear the associated costs of legal fees, stamp duties and relocation, together estimated at $25,000, and to grant the incorporation grazing rights on Pamoa Station until an alternative property had been found. Once again, the offer was couched as a reluctant sale, forced upon the incorporated owners by the council's latest incursion for the city water supply:

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[282] Apperley to G McKenzie, fax, 6 April 1990, 01-290-10, vol. 2.
[283] Council was advised by Minister for the Environment Geoffrey Palmer in October 1990, within a month of the council's offer for Pamoa Station, that the 'specific operating details will be completed in close consultation with your council and other interested parties.' Palmer to Mayor GDC, 19 October 1990, B/18/6C vol. 1.
[284] T Jex-Blake to GDC, 19 April 1990, B/18/6C vol. 1.
[285] Apperley to Chief Executive, memo, 15 May 1990, 01-290-10, vol. 2.

> In the first instance let me say unequivocally that we have no wish to sell. My committee and indeed the shareholders feel that the decision to sell has been forced on us by Councils latest request to plant and afforestate the pipeline for protection purposes. The importance of these works to the continued and uninterrupted supply of water to our city is very much appreciated by my committee but we do not believe it should be done at our expense or to our disadvantage.[286]

Rima Pohatu again set out the negative impacts of the corridor for the owners: not only in fragmenting further the incorporation's holdings, but also in restricting farming operations and productivity (including cutting off access to the water supply of Mangapoike River) and reducing the property value in any future sale. The shareholders had only agreed to the sale, the chairperson continued, if the committee was able to acquire another property in a similar location and of similar productivity. Pohatu continued:

> My committee and the shareholders are mindful of the many previous dealings we have had with successive Councils nearly all of which have been in the form of land acquisition or exchanges. Our land holdings have been continuously eroded by the requirements of council over the years and our decision to sell has been taken with these thoughts in mind.

On receipt of the offer, Bruce Apperley, now Regional Design Engineer, at once faxed the Ministry of Forestry to advise them of the development, and to ask that the residual $130,000 afforestation grant for the damline forestry be carried over to the next year.[287] PF Olsen & Co were also alerted to the offer and a fortnight later produced an amended planting plan which increased the damline corridor by 14 hectares 'to make the most practical use of the existing fencing.'[288]

In his report to council days after the purchase offer, Apperley again drew attention to the value of the council's infrastructure on Pamoa Station: some four kilometres of pipeline and 10 kilometres of access roading, the replacement value of the pipeline alone estimated at $2 million and the cost to Gisborne City of *not* having the Dam-line supply projected at $20,000 per day. The council's offer of $330,000, he seemed to infer, was more than justified by the value of the water supply. Regarding the discrepancy between the asking price and the council's recent valuation, Apperley suggested a revaluation be obtained. Once again, he rejected the wider context of the sale and purchase as asserted by the vendors:

> During negotiations we should categorically deny that the Management Committee's decision to sell has been forced on to them by any request of Council.

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[286] Chairman R Pohatu, the Proprietors of Maraetaha 2 Section 3 & 6, to Chief Executive, 28 May 1990, 01-290-10, vol. 2.
[287] Apperley to G McKenzie, Ministry of Forestry, fax, 28 May 1990, 01-290-10, vol. 2.
[288] PF Olsen & Co to Chief Executive, GDC, 29 May 1990, 01-290-10, vol. 2.

> The comments about our earlier offers to lease or purchase only the pipeline corridor area (which did have the effect of partially isolating one portion of the farm from the other) are not relevant to the present discussion.
>
> We can agree that the sale of Pamoa Station should not be to the expense or to the detriment of the present owners.[289]

The vendors could be allowed to continue grazing Pamoa until another property was found, but not within the pipeline corridor which ideally would be planted this winter with the residual government funding. Council should also be aware, Apperley continued, that an adjacent landowner was interested in purchasing part of Pamoa Station as well as part of Fairview Station, now surplus to council requirements – the sale of which could offset the cost of purchasing Pamoa Station. The value of council's assets and the potential cost of damage from future weather events, the regional design engineer concluded, far outweighed the cost of the land and afforestation. His recommendation that negotiations for purchase begin at once nonetheless carried the rider that they be conducted: 'with a view to minimising the overall cost to Council …', both as to price and the associated legal and relocation costs.

The first formal, preliminary meeting about the sale and purchase of Pamoa Station took place on 26 June 1990 between Mayor Clarke, Councillor Musgrave, Bob Elliot and Bill Turner on the part of Gisborne District Council; and Rima Pohatu, John Hawkins, Andrew Warren, 'and three others' for Maraetaha Incorporated. It was noted at the outset that the GDC negotiators lacked authority to settle at this point. By this time, the council valuation had been updated to $325,000. The Dam-line afforestation and its negative impact on farming operations was traversed, as well as the 'Pamoa History' of ongoing local body encroachment behind the decision to sell: 'Rather than lease etc decided to vacate altogether rather than be approached again by council. … Reason for selling based on previous negotiations with Council and erosion of area (ie reduction, not soil loss)' – for the dams and also the original bush catchment.[290] The shareholders' decision – 'selling traditional Maori land' – the minutes record, had not been taken lightly. The vendors sought to retain grazing rights to the farm (bar the area of pipeline corridor which was to be planted) for a further 12 months while they looked for an alternative property. Council would be responsible for fencing off the planted corridor, with June 1991 set as the latest settlement date, again with planting in mind. Council declined the condition to provide labour to remove stock and chattels, and to pay for the entire costs of moving. It did, however, signal early agreement to the condition giving the incorporation first option to purchase or lease the land, should the

[289] Regional Design Engineer Apperley to Chief Executive; Council Secretary; Manager, Engineering & Works, 31 May 1990, 01-290-10, vol. 2.
[290] Minutes of meeting between Pamoa Station and GDC representatives, 26 June 1990, B/18/6C vol. 1.

council ever dispose of it. Council was also agreeable to formalising a right of way between Patemaru and Maraetaha 2 Section 9 through Pamoa Station in favour of the incorporation.[291]

In early August 1990, the Ministry of Forestry advised that the remaining $140,000 of government Dam-line afforestation grant would require Cabinet approval to carry over to 1990/91. Programme Manager Gavin McKenzie advised that the approval would be forthcoming but he warned that the funding window was closing: 'If the acquisition of the land and the planting is not completed by mid-June 1991 and claimed for in time to be paid by 30 June 1991 … the approval and allocation of finance will have to be considered lapsed.'[292] The news prompted another report and recommendation from Bruce Apperley and Bill Turner that the purchase of Pamoa Station proceed as soon as possible.[293]

The terms and conditions of the purchase and sale were discussed again on 21 September 1990, the council's offer confirmed in writing three days later.[294] A recent revaluation of Pamoa Station assessed the capital value at $340,000. GDC's 'maximum' offer of $350,000 included $10,000 for the transfer of stock and chattels.[295] Unlike Fairview Station, no consideration was offered to compensate for the decades of goodwill and inconvenience of hosting the pipeline. Settlement was to be on 31 May 1991 or earlier, when payment would be made in full. The incorporation would have grazing rights at no charge until then, even if settlement came earlier. The right of way through the property would remain as long as the incorporation owned the contiguous stations. The incorporation's right of first option to lease or buy back now carried the rider that any sale or lease would be commercially based, on terms determined solely by council. In closing, Chief Executive Bob Elliot expressed his appreciation to the proprietors 'for their patience and cooperative manner.'[296]

The substance of the deal was presented to the landowners at the Incorporation's AGM at Muriwai two weeks later:

> Re Pamoa sale. This was not ancestral land but had been purchased and there was a conflict of land use with the needs of the water works so that it made sense to negotiate to

[291] Ibid.
[292] Programme IV Manager McKenzie to Acting Manager Engineering & Works, 3 August 1990, 01-290-10, vol. 2.
[293] Regional Design Engineer B Apperley; Acting Manager, Engineering & Works W Turner to Chief Executive; Corporate Management Team, 31 August 1990, 01-290-10, vol. 2.
[294] Chief Executive RDR Elliot to Secretary Pamoa Station, 24 September 1990, B/18/6C vol. 1.
[295] 'Pamoa Station: Negotiations to Purchase', B/18/6C vol. 1.
[296] Chief Executive RDR Elliot to Secretary Pamoa Station, 24 September 1990, B/18/6C vol. 1.

> sell Pamoa to the Council at a reasonable figure and also to negotiate to lease back such portion of it as were available ... [297]

The committee was still holding out for a further $10,000 at this point, envisaging a settlement in early December. It also expected to negotiate to lease back part of Pamoa Station from 1 June 1991. At this AGM, the committee also obtained a mandate from the shareholders to sell Maraetaha 2 Section 9, the plan being to combine the proceeds from the sale of both properties to purchase a more suitable farming prospect.

Disagreement over the purchase price for the property meant that settlement did not proceed in December as envisaged by the owners. A nervous Apperley rang Hawkins in early November and was told that while the council's offer was not acceptable, it was 'close'.[298] In December 1990, the regional design engineer received a fax from the Ministry of Forestry, once again stressing that while Cabinet had indeed approved carrying over the grant monies for the current financial year, no further accommodation could be expected: 'Therefore your programme must be achieved, paid for, and claimed for before 20 June 1991, otherwise the approved funds will be lost forever.'[299] No longer part of the negotiating team, the increasingly worried design engineer kept asking for updates on the purchase progress throughout January 1991. It would take some time, Apperley impressed on his manager, to get the necessary fencing and access tracking in place in time for the planting which had to take place in May, so as to meet the funding deadline.[300] Turner suggested that Apperley go ahead with the fencing and access tracks, rather than wait for the purchase to be settled: 'hopefully Pamoa will not have any objections ...' In mid-February, the pair asked McKenzie if the council would be able to pre-invoice for release spot-spraying, which would not be achievable by the June deadline. Negotiations for the property were almost concluded, they explained: 'we are down to the last few thousand dollars on the price.'[301]

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[297] Minutes of AGM, Muriwai, 6 October 1990, Maraetaha Incorporated documents. The statement that the land was 'not ancestral' may relate to the purchase of the eastern half of the farm from Gibson in 1955, set out in Part One.
[298] Apperley to Turner, memo, 6 November 1990, 01-290-10, vol. 2.
[299] Programme IV Manager McKenzie to Regional Design Engineer Apperley, fax, 19 December 1990, 01-290-10, vol. 2
[300] Regional Design Engineer Apperley to Acting Manager: Engineering & Works Turner, 29 January 1991, 01-290-10, vol. 2.
[301] Regional Design Engineer Apperley; Acting Manager: Engineering & Works Turner to Secretary of Forestry, 18 February 1991, 01-290-10, vol. 2.

In fact, the week before, Chief Executive Elliot had agreed to meet the revised asking price of $355,000, promising settlement at once, free grazing until 31 June 1991, and a negotiated rental after that.[302] His letter of acceptance, however, contained the first hint of coercion:

> You will be aware that, should Council purchase Pamoa, it is intending to plant the pipeline corridor this season and unless we have ownership very soon then that opportunity will be lost; but also will no doubt go with it Council's desire for an early purchase as there will be no real incentive.[303]

In early March 1991, advised that the terms were acceptable and the purchase and sale contract in train, Elliot instructed the Engineering & Works Department within council to begin work on the pipeline project – to fence off the corridor in readiness for planting and to source the requisite trees – the afforestation to be completed by the end of June 1991. This completion date, he stressed, was critical to the full recovery of costs, the sense of urgency underscored by his directive to get the full coordination of all the departments within council involved from receipt of his memo.[304] Notwithstanding the prior agreement to the condition of sale giving Maraetaha Incorporated first option of lease or buy back, Elliot also advised that he would 'activate negotiations with the parties interested in purchasing parts of Pamoa and Fairview Stations' in order to 'rationalise Council's land holdings at Waingake as well as those other owners' properties.' The chief executive was referring to Thomas Jex-Blake who, since July 1990, had stepped up pressure on the council to sell him the unplanted portions of Fairview Station together with the portion of Pamoa Station west of the Dam-line corridor.[305] Ted Ellmers, who had first option, had also expressed interest in a buy-back of Fairview.[306]

The Pamoa sale and purchase agreement, forwarded by Maraetaha Incorporated's solicitor to the council on 19 March 1991, sat with the council's solicitors for two months and was returned to the incorporation's solicitors for execution in mid-June.[307] Maraetaha Incorporated's formal request six weeks earlier to negotiate terms to lease back the balance of Pamoa Station so that the lease would be in

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[302] Chief Executive RDR Elliot to Nolan & Skeet, 12 February 1991, B/18/6C vol. 1, see also Minutes of Committee meeting, 1 February 1991, Maraetaha Incorporated docs.
[303] Ibid.
[304] Chief Executive RDR Elliot to Acting Manager Engineering & Works, Manager Environment & Planning, 8 March 1991, B/18/6C vol. 1.
[305] In July, Jex-Blake had complained to GDC's Property Manager B Crosby, that Apperley had been giving him 'the run around' for the last 18 months about the sale and purchase of the part of Fairview Station known as Pukehoe. In his defence, Apperley explained that GDC required to keep the land for potential exchange with Pamoa Station. This no longer being the case, in July 1990 the regional design engineer had recommended that the surplus land be sold to Jex-Blake at registered valuation. Apperley; Turner to Chief Executive; Corporate Management Team, 24 July 1990, 01-290-10, vol. 2.
[306] Regional Design Engineer B Apperley; Acting Manager: Engineering & Works W Turner to Chief Executive; Corporate Management Team, 31 August 1990, 01-290-10, vol. 2.
[307] Concerns were raised by the council's solicitors that the agreement contemplated that on settlement, any land not used for waterworks protection would be available to the vendors for grazing.

place by 1 July appears to have gone unanswered. On 12 June, solicitors James Harvey Norman wrote again on behalf of Maraetaha Incorporated, requesting that the existing occupancy arrangement be extended to the end of the year.[308] The following day, 13 June 1991, GDC and Maraetaha Incorporated signed a deed of agreement, granting the incorporation the right of first refusal on all future lease or sales of Pamoa Station, to endure for 999 years.[309]

One week later, GDC Chief Executive Bob Elliot approached farm consultants Lewis & Wright for current land valuations for three areas recently fenced by council west of the Mangapoike River, with future sale in mind. 'Council is not in the business of hill country farming', the Chief Executive explained, 'and accordingly is keen to sell off those areas of land outside the corridor that are surplus to its water supply system and management.'[310] Area 'A' was the portion of Fairview Station, now council land, known as the Pukehoe Block. The land bordered Pamoa Station and since the disruption of the corridor afforestation project, Station Manager John Hawkins had approached Waterworks Engineer Bruce Apperley at least three times about leasing the land.[311] This was the land neighbouring farmer Thomas Jex-Blake was also after. Area 'B' was 148 hectares of Pamoa Station west of the Dam-line corridor that Jex-Blake was also interested in. Apperley had informed the chief executive just the week before about the competing expectations of Jex-Blake and Hawkins to occupy this area, the memo suggesting a preference for the former: 'I suggest a phone call to Thomas [Jex-Blake] re terms & conditions of resale, grazing rights etc is needed, sooner rather than later.'[312] Area 'C', of 11 hectares, fell within the pipeline corridor on Pamoa Station west of Mangapoike River at the head of the Williams Dam. This third request divulges the extent of the impact of the corridor on farming operations, *prior* to council ownership. The former 'Lagoon Paddock' comprising Area C was of medium/easy contour, Lewis & Wright duly reported, which before the council's tree planting contained good quality pasture.[313] On 3 July 1991, Elliot finally responded to Maraetaha Incorporated's request to extend the grazing provision. Council remained undecided about grazing, the chief executive advised, having yet 'to sort out those land areas that are surplus to our needs.' The position would be clarified within the next few weeks, Elliot promised, adding: 'if we do identify surplus lands from our Pamoa purchase then these will be first offered back to the previous owners as per our agreement.'[314]

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[308] James Harvey Norman to Chief Executive GDC, 12 June 1991, B/18/6C vol. 1.
[309] Deed of Agreement dated 13 June 1991, Maraetaha Incorporated documents
[310] Elliot, Chief Executive to Lewis & Wright, 24 June 1991, B/18/6c vol. 1.
[311] Apperley to Elliot, 24 June 1991, , B/18/6c vol. 1.
[312] Bruce memo to Elliot, 5 June 1991, B/18/6c vol. 1.
[313] Lewis & Wright to Chief Executive, 18 July 1991, B/18/6c vol. 1.
[314] Elliot, Chief Executive to KR Norman, James, Harvey & Norman, 3 July 1991, Maraetaha Incorporated documents.

Notwithstanding the deed of agreement, by June 1991 Maraetaha Incorporated were dismayed by the turn of events: the council's delay in meeting the conditional settlement (including grazing and lease-back arrangements) on the one hand, and the council's proprietary behaviour with respect to the pipeline corridor (the fencing and planting project), on the other. Council had met the afforestation funding deadline: the pipeline corridor planted and 'almost all fencing finished' by 26 June 1991 – before any settlement – when the last claim for $96,999 was submitted to the Ministry of Forestry.[315] But in the rush to destock and fence off the new planting, it had put Maraetaha Incorporation off-side. A week after receiving the sale and purchase documents back from council, at its meeting on 26 June 1991 the committee of management decided against signing.

The committee were primarily angry about the impact of the council's corridor project on farming operations – before any settlement and without so much as a deposit. Adding to the grievance about the resulting pressure on stock management, council had declined their requests to graze parts of Fairview Station and the Williams dam catchment, to tide Pamoa Station over the period of transition. Rumours of a potential lease of part of Pamoa Station itself to Jex-Blake also disturbed the committee. Given the council's delay in returning the settlement documents, Maraetaha Incorporated now sought a six-month extension of grazing rights, to 28 February 1992.[316]

The incorporation's request to further negotiate the conditions surrounding the sale and purchase in light of the above complaints was transmitted to council via solicitors Nolan & Skeet on 2 July 1991. A meeting was arranged for the following week, but the council's initial response to the complaints was uncompromising. Elliot maintained that the incorporation had misconstrued aspects of the sale and purchase agreement and included other issues that were non-related. The chief executive countered the claim that council had moved into possession before settlement had been completed by pointing out that Maraetaha Incorporated had consented to the pipeline corridor project prior to any works. Elliot was unapologetic about forging ahead prior to settlement: 'It was necessary for Council to have its pipeline corridor fenced off to enable the planting of pinus radiata seedlings and to give them some security. All planting had to be completed by end of June 1991.'[317] He denied that council had offered to lease part of Pamoa Station to another farmer and maintained that the issue of grazing rights to surrounding council properties was irrelevant. Grazing within the Williams Dam catchment was problematic for water quality reasons, but would be considered, post-purchase, in a 'co-ordinated fashion rather than ad

[315] Regional Design Engineer B Apperley; Acting Manager: Engineering & Works W Turner to Secretary of Forestry, 26 June 1991, 01-290-10, vol. 2
[316] Minutes of Meeting of Proprietors of Maraetaha 2 Sec 3 & 6, 26 June 1991, Maraetaha Incorporated documents.
[317] Chief Executive RDR Elliot to Henderson, Nolan & Skeet, 5 July 1991, Maraetaha Incorporated docs.

hoc.' For the same reason, Elliot held that extending the grazing provision in favour of the incorporation for another six months was not practicable at this time: 'Council is currently getting various sections of Pamoa and Fairview valued so that it can then determine which areas are appropriate for it to retain ownership or lease for grazing etc, or dispose of', again reassuring the incorporation that the processes for doing so with respect to Pamoa Station (the incorporation's first right of purchase) was part of the sale and purchase agreement. He summed up council's position:

> It must be understood that Council is only purchasing Pamoa Station in order to protect its large capital investment that passes through the property. We have already, with prior agreement of Pamoa, moved quickly to have the pipeline corridor planted to lessen the risk of erosion and damage to the pipeline. Now that the corridor has been identified and fenced we will soon be in a position to assess our real land needs in that area; in conjunction with Fairview and other lands. It is just not logical to address Council's interests in that area in a piecemeal fashion, particularly due to the considerable investment that Council has there.[318]

Grazing rights were a central concern at the meeting between parties three days later. In follow-up correspondence which was accompanied by cadastral plans of the areas in dispute, Elliot explained that Ted Ellmers' periodic lease of the Pukehoe Block had been part the sale and purchase agreement with him for Fairview Station. A periodic grazing licence over a small holding paddock within Fairview Station had been issued to a Mr Shanks. Elliot repeated that grazing within the dam catchments would not be permitted, expressing council concern about current farm practice of moving stock through the area.[319] Later that week, Elliot advised James Harvey Norman that council would permit the incorporation to graze Pamoa Station at no charge until the beginning of November and asked that the sale and purchase documents be completed as soon as possible.[320]

Maraetaha Incorporated remained dissatisfied by the outcome, particularly the way in which fencing the pipeline corridor had cut off access to grazing the western portion of the farm. Internal council correspondence over July 1991 confirms that stock trespass arising from the council's incomplete (and electric) fencing of the corridor planting continued to fester between the parties.[321]

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[318] Ibid.
[319] Chief Executive RDR Elliot to KR Norman, James Harvey & Norman, 10 July 1991, Maraetaha Incorporated documents.
[320] Chief Executive RDR Elliot to KR Norman, James Harvey & Norman, 16 July 1991, Maraetaha Incorporated documents.
[321] In mid-July, fielding another early morning call about trespassing stock, for example, Hawkins informed Apperley that the corridor fencing contracted to the Jex-Blakes had yet to be completed, alleging that they had been instead working on a new boundary fence *within* Pamoa Station. Apperley to Bob Elliot; Bill Turner, memo, 18 July 1991, 01-290-10, vol. 2.

At a committee meeting on 9 August 1991, the incorporation reaffirmed its commitment to sale, but not necessarily, it seems, to Gisborne District Council: 'The question of who to sell to remains.'[322] Two further conditions were identified before the committee of management would go ahead with the sale and purchase agreement. Firstly, that council fence the property so as to enable access to all the areas not required for pipeline protection, to the satisfaction of the vendors. Secondly, that the incorporation's grazing right be extended a further six months, to June 1992, for a negotiated grazing fee. Unfortunately, the end date of the leasing request was recorded in the minutes and subsequently communicated to council as June 1993 (a further 18 months), rather than June 1992, which met with a dim response.[323]

Elliot was not impressed with what he considered to be 'further demands placed on us when in fact we have not even ownership'. He reiterated that the council's 'real interest' was the security of the pipeline corridor, and that council had made it clear throughout that the balance farm lands would be disposed of as soon as possible by lease or sale: 'The Proprietors already have first option under both those scenarios.'[324] Elliot refused to consider any extension of grazing rights until the incorporation completed the sale and purchase. Then came the ultimatum:

> Accordingly if the Proprietors are not prepared to complete the necessary documents in accordance with the present criteria … then Council only has one other option and that is for it to take the land under the Public Works Act, particularly that required for the pipeline corridor.[325]

A month later, dismayed to learn that Pamoa Station was on the market, Elliot repeated that if the Proprietors of Maraetaha did not go through with the sale and purchase agreement, council would pursue the taking action over the pipeline corridor.[326] Elliot was also annoyed by ongoing stock trespass into recently planted areas. Apperley reported he had mustered cattle out three times and claimed significant numbers of seedlings had been lost, repeating suspicions that the heavy stocking near the recent planting was deliberate.[327]

The management committee's monthly meeting on 27 September 1991 was attended by the incorporation's solicitor BJ Henderson. Henderson's advice seems to have been based on the premise

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[322] Minutes of Meeting of Proprietors of Maraetaha 2 Sec 3 & 6, 9 August 1991, Maraetaha Incorporated documents.
[323] The minutes were amended to reflect the six-month extension at the following meeting, see Minutes of Meeting of Proprietors of Maraetaha 2 Sec 3 & 6, 27 September 1991, Maraetaha Incorporated documents.
[324] Chief Executive RDR Elliot to BJ Henderson, Nolan & Skeet, 20 August 1991, Maraetaha Incorp documents.
[325] Ibid.
[326] Chief Executive RDR Elliot to Nolan & Skeet, 20 September 1991, Maraetaha Incorporated documents.
[327] Apperley to Elliot, memo, 23 September 1991, B/18/6C vol. 1.

that the council would move to take *all* Pamoa Station, not just the pipeline corridor. The solicitor maintained that a compulsory taking under Public Works legislation would remove the incorporation's ability to negotiate and cancel the incorporation's right of first refusal with respect to future disposal. Henderson recommended the incorporation proceed with the settlement. The committee agreed but resolved to try further negotiations with council at a face-to-face meeting. The secretary was directed to ensure the property was not listed on the market.[328]

Elliot's hurry-up fax on 10 October 1991 indicates that in addition to initiating taking procedures, the council would seek compensation and costs if the sale and purchase was abandoned.[329] At the meeting that subsequently took place between the parties on 22 October, Elliot agreed that Pamoa Station could continue to graze the balance of land outside the pipeline corridor free of cost until the end of February 1992. Moreover, council undertook to provide fenced access lanes in appropriate locations in consultation with Pamoa management to ensure grazing access to the parts of the farm severed by the planted corridor.[330] Henderson was asked to complete the sale and purchase as soon as possible and to convey council's appreciation 'for the understanding and attitudes of the Pamoa representatives during our long period of negotiations.'[331] The revised sale and purchase agreement was formally approved by the committee of management at their meeting on 1 November 1991. A new title to the block was issued in the name of the incorporation on 3 December 1991.[332] The transfer to the Gisborne District Council was registered on 21 January 1992.

[328] Minutes of Meeting of Proprietors of Maraetaha 2 Sec 3 & 6, 27 September 1991, Maraetaha Incorporated documents
[329] Elliot to Henderson, 8 October 1991, B/18/6C vol. 1.
[330] Chief Executive RDR Elliot to Nolan & Skeet, 22 October 1991, Maraetaha Incorporated documents.
[331] Ibid.
[332] GS5C/710 A589651 Research Waingake Catchment, pp.6-7.

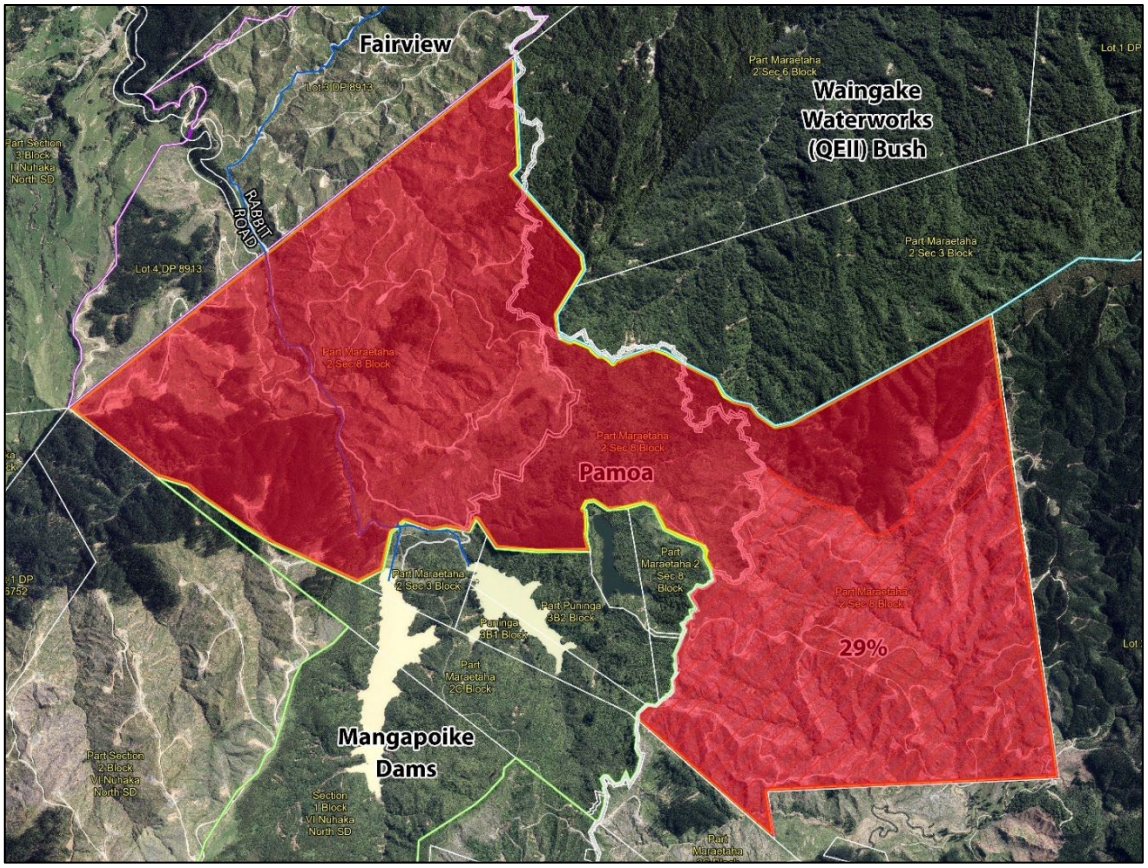

Figure 39: Pamoa Station, purchased 1991[333]

Pamoa Forest, 1992

As part of the sale and purchase agreement, Maraetaha Incorporated had free grazing until 1 March 1992. The council's undertaking to provide fenced access through the pipeline corridor would have only fuelled the vendors' expectations of continued grazing, for a negotiated fee, of the balance after sale. Indeed, in late November 1991 the committee of management approached Elliot about the council's terms and conditions to lease back Pamoa so that 'everything can be put in place at the end of February 1992 as per the Agreement.'[334] On 3 February 1992, after further prompting by telephone, Elliot advised James Harvey & Norman that the subcommittee empowered to process the purchase and future options of Pamoa Station would be recommending that council sell the balance, on the basis that it had

[333] Part Maraetaha 2 Section 8 (GS5C/710) of 1119.7627 hectares, 'Current Title 2' in #A589651 GDC.
[334] James Harvey & Norman to Chief Executive Elliot, 19 November 1991, B/18/6C vol. 1.

no business holding pastoral land for farming purposes, and that selling was preferable to leasing.[335] Council's deliberations over the utilisation of Pamoa are set out below.

Maraetaha Incorporated's incremental periodic lease of its former property lasted until September 1992. Correspondence about the lease throughout this period suggests that the arrangement was not a priority for council. The belated rental quote up to 1 June 1992, for example, was based on the total area of Pamoa Station rather than the balance area outside the pipeline corridor. Nor had the free grazing agreed upon until 1 March been factored in.[336] The revised, corrected terms supplied by Elliot in April charged the incorporation for the month of February, the breach of the sale and purchase agreement immediately pointed out by the incorporation's solicitors, but for which the incorporation never received an invoice.[337] In July 1992, the incorporation requested another lease extension to mid-August: another property had been found but farm stock could not be shifted till then. Council agreed to the request on condition the rent due was paid. In mid-August, the incorporation's request to use the bottom yards on Pamoa Station until the 1993 planting season was declined a month later, on the grounds that negotiations were underway to have the area afforested.[338] On 1 September, the incorporation asked for another month. By the time Elliot responded, September was almost over. The chief executive apologised for the delay, retrospectively agreed to the extension, and advised that no further extension would be granted. The incorporation was given until 1 October 1992 – three days from the time of writing – to vacate all stock and property from the site.[339]

Notwithstanding the deed of agreement granting Maraetaha Incorporated first right of refusal in any future disposal, from the outset council had entertained proposals by neighbouring farmer Chris Jex-Blake to lease the area of Pamoa Station west of the pipeline corridor – the part of the farm Maraetaha Incorporated were aggrieved had been severed by the pipeline corridor. Chief Executive Elliot's alacrity to conclude the sale and purchase of Pamoa Station by October 1991 coincides with interest by Japanese forestry company Juken Nissho Ltd (JNL) in obtaining part of Pamoa Station east of Tarewa Road, which adjoined its existing forestry holdings within the former Puninga Station. Well before the

[335] Chief Executive RDR Elliot to James Harvey & Norman, 3 February 1992, B/18/6C vol. 1.
[336] James Harvey Norman to Chief Executive, 14 February 1992, B/18/6C vol. 1. The monthly rental amounted to $1,320.
[337] Chief Executive RDR Elliot to James Harvey & Norman, 1 April 1992, see also 'Note to the File', 10 July 1992, B/18/6C vol. 1; James Harvey Norman to Chief Executive, 7 April 1992, 01-290-10, vol. 2.
[338] James Harvey Norman to Chief Executive, 17 August 1992, B/18/6C vol. 1; Swainson, Manager: Services & Enterprizes to KR Norman, James Harvey & Norman, 25 September 1991 [sic, 1992], Maraetaha Incorporated documents.
[339] Chief Executive RDR Elliot to Proprietors of Maraetaha 2 Secs 3 & 6, 28 September 1992, B/18/6C vol. 1.

transfer to the council was registered, on 3 December 1991, JNL District Manager Sheldon Drummond confirmed the company's interest in purchasing around 473 hectares for future afforestation.[340]

Contrary to what the incorporation was told by GDC's chief executive in February 1992 – that council had no business in retaining pastoral land and of the subcommittee's recommendation to sell all but the pipeline corridor – Elliot was instead seriously considering afforestation at this time. Curiously, copies of the chief executive's advice to the Proprietors of Maraetaha 2 Sections 3 & 6 on this occasion was also forwarded to both the JNL District Manager and to neighbour Jex-Blake.[341] When Council met in February 1992, the ostensible options of retaining or selling the balance 1,043 hectares of Pamoa Station (the area outside of the pipeline corridor) for pastoral purposes were set out in the chief executive's introduction, the report also alluding to the 'limitations' of the sale and purchase agreement: the legal obligation to first offer the land to the previous owners should the council decide against retaining the property.[342] Under the rubric of 'Future Use', however, the sell/retain propositions were trumped by a third, hitherto unheralded option: that of 'retiring' the balance of total land holdings in both Pamoa and Fairview Stations to establish a commercial forest. Council's forestry consultants PF Olsen & Co, Elliot divulged, had been asked to report on the feasibility of afforestation. Retaining the combined 1,278 hectares for forestry, the report continued, could be a joint venture, particularly as two private forestry companies, Juken Nissho Ltd and Hikurangi Forest Farms, were developing commercial forestry on adjoining properties. Doing so would save council having to invest the considerable start-up capital required by the venture. Elliot's February report fell short of recommending that council proceed with a forestry joint venture, but nor was it the ringing endorsement of sale he had led Maraetaha Incorporated to expect seven days before. Selling would provide council with immediate capital return, the report concluded, which could be used to reduce water supply loan debt. 'If a longer term perspective is taken', Elliot continued, 'then a package could be readily developed for the commercial afforestation of the lands, with appropriate financial returns.'[343] The report was received, together with a Policy & Resources Committee resolution that 'the Chief Executive report on the possibility of retaining ownership of some or all of the land for afforestation with the financial implications thereof.'

Elliot reported six weeks later, and the issue was considered when council met – with the public excluded – on 16 April 1992. PF Olsen & Co had confirmed that afforestation of the council's combined Fairview/Pamoa holdings was an attractive investment. The 'Pamoa Forest' feasibility report now included the existing planted pipeline corridor as part of the wider potential afforestation project,

[340] District Manager JNL S Drummond to Chief Executive GDC, 3 December 1991. B/18/6C vol. 1.
[341] Chief Executive RDR Elliot to District Manager, JNL; T Jex-Blake, 3 February 1992, B/18/6C vol. 1.
[342] GDC 92/071 'Proprietors of Maraetaha No. 2 Sections 3 and 6 Purchase of Pamoa Station', 10 February 1992.
[343] Ibid.

notwithstanding the acknowledgment that this targeted afforestation had been undertaken using government grants to provide long-term stability to the water main. Of the total 'land bank' of 1,274 hectares available for planting, PF Olsen & Co considered 959 hectares (some 75 per cent) could be planted, the balance 244 hectares to be left as mature native bush or riparian reserves.[344] In Elliot's earlier reports, too, the planting within the pipeline corridor had been treated as part of the council's commercial forestry, which seems at odds with its primary role of pipeline stabilisation. More startling still, in his April 1992 report to council, Elliot's analysis of 'Option 1: Selling All The Lands' now included selling the pipeline corridor, despite the acknowledgment that the security of the water supply pipeline had been the council's 'original objective' in acquiring the land in the first place.[345] The security of the pipeline was no longer seen to hinge on council ownership: 'it would be a relatively simple arrangement to have any purchase agreement made conditional to include the ongoing security of the pipeline. In fact the principle [sic] contenders for purchase would no doubt be foresters.'[346] On this occasion, no reference was made to the previous owners' right of first refusal. Option 2, 'Retaining Ownership and Leasing All the Lands' favoured a forestry lease over a pastoral one, and a joint forestry venture over an annual rental forestry lease. Option 3, 'Retaining Ownership of All Lands and Afforesting' promised the greatest returns but also required considerable capital investment, which would need to be borrowed. The chief executive recommended that council pursue Option 3. The outcome of the meeting was a council resolution to complete a full financial analysis of Options 3, and to further explore the opportunity of developing a joint forestry venture.

Elliot continued to keep all options open. Not only were Juken Nissho Ltd courted about a joint forestry venture, but Chris Jex-Blake was also approached about the area west of the pipeline corridor, resulting in an offer of $135,160 for the 245 hectares of farmland. JNL preferred to purchase outright but was open to a joint venture. In the chief executive's update to council on 30 May 1992, he sought approval to further refine the forestry proposals with JNL. But he also recommended the council keep open options to sell all or part of the council's Pamoa/Fairview holdings including the pipeline corridor, or to lease the land.[347]

The complexities of the potential forestry enterprise were teased out over the next three months. In September 1992 KPMG Peat Marwick advised that council proceed, for tax purposes, by way of

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[344] PF Olsen & Co Ltd, 'Pamoa Forest Afforestation Feasibility', March 1992. B/18/6C. NB: the areas by vegetation categories supplied in the report (1,274 hectares) do not add up with the areas of Fairview and Pamoa Stations included in the same report (1,760.059 hectares). I have not discovered any explanation for the discrepancy.
[345] GDC 92/186, 3 April 1992.
[346] Ibid, 4.5.
[347] GDC 92/288, 30 May 1992.

granting JNL a forestry right. That month the Minister of Forestry John Falloon forwarded information on the East Coast Forestry Project – a new government initiative announced in the latest budget offering tendered grants to encourage landowners to transition from farming to foresting erosion-prone land. In the last week of September, meetings began between GDC and JNL to identify the key issues in any joint venture. On 1 October 1992, Gisborne District Council resolved to grant JNL a forestry right over its Pamoa/Fairview holdings for a term of 31 years, with the first right of refusal for a further rotation of 31 years. The total area of 1,607.4071 hectares included the pipeline corridor. JNL were to be responsible for all aspects of forest management. GDC were to receive a minimum of 15 per cent of the harvest revenue, leaving Elliot to negotiate the actual sum once the financial modelling had been completed. The last recommendation related to Jex-Blake's offer to purchase the area west of the pipeline. Over the last six months of negotiation, Jex-Blake had increased his offer from $135,160 to $240,000. He was now told that council declined the offer: 'on the basis that it wishes to retain all its lands there for the long term interests and benefits of its ratepayers.'[348]

Throughout October 1992 a series of meetings took place between GDC and JNL to finalise the terms of the partnership: crop sharing percentages, roading issues, land and timber values and land. The GDC's pipeline corridor planting, for example, was deemed defective by JNL and required replanting.[349] Council's share was eventually settled at 16.75 per cent. Another issue arising from the negotiations was the impact of the joint venture on the Waingake Waterworks Bush that was now under a QEII Trust covenant. In mid-October, Elliot advised regional representative Richard White that council required access along the existing track within the covenanted land, to form log stacking and loading areas and to extract logs from the adjacent ridge. The Chief Executive reassured White that, where practicable, any large native trees would be preserved.[350] Following a site visit, it was clarified that council wished to upgrade the existing access track, to double as a fire break, and that it also sought permission to construct two platforms within the covenanted reserve closer to harvest, some 30 years hence. In the meantime, however, it was intended to clear these areas of native bush and plant up to the track in radiata pine, the forestry operations affecting an estimated 15 hectares within the reserve, but outside of the Waingake catchment. Making a virtue of necessity, GDC Manager: Services & Enterprises GC Swainson pointed out to White that by way of 'exchange', Council would be

[348] Chief Executive RDR Elliot to T Jex-Blake, 5 October 1992, B/18/6C vol. 2.
[349] Minutes of Meeting 'JNL/GDC Forestry Partnership', 19 October 1992, B/18/6C vol. 2. The meetings were attended by S Drummond and R Allen for JNL and by council staff RDR Elliot, D McKinlay and G Swainson, Mayor John Clarke, Councillor G Musgrave and Neville Hardy of Peat Marwick for the GDC.
[350] Chief Executive RDR Elliot to White, Regional Representative QEII Trust, 14 October 1992, B/18/6C, vol.2.

deliberately preserving 171.9 hectares of existing or regenerating bush within the wider afforestation project.[351]

Opposition to the joint forestry venture on environmental grounds began before the Forestry Rights Agreement and Management Plan between the parties was signed. The proposal for an ecological corridor and the council's counterproposal to extend afforestation to the Mangapoike Dams Catchment is set out in Back story #10. Elliot's report to council in January 1993 about the forestry rights agreement included the news that council would now have to *remove* the planted pine from the pipeline corridor, to prevent further damage to the pipeline.[352] Chris Jex-Blake obtained a periodic lease over 170 hectares of Pamoa Station west of the pipeline that year, before JNL moved in to plant the area.[353] The farmer's attempt to arrange alternative land in the vicinity for the GDC/JNL joint venture to enable him to purchase the land was declined in August 1993, not because of the right of first-offer encumbrance held by Maraetaha Incorporated, but because Jex-Blake's alternative was not considered worthwhile or feasible.[354]

In June 1994, a year into their joint venture, Gisborne District Council commissioned for $6,000 an artwork entitled 'Tairawhiti' as 'part of its recognition to the directors of Juken Nissho Ltd for their investment in the Gisborne region …' In remunerating the artist, Chief Executive Bob Elliot relayed that the council had been impressed by the work: 'It was particularly noted the relevance of your style and how you were able to signify through the painting a physical and spiritual relationship of this region to its history and culture.'[355]

Negotiating access and pipeline easements through Patemaru Station, 1991-1992

Gisborne Borough Council obtained a formal easement for the pipeline and access road along the Te Arai River a year after purchasing the Waingake bush catchment, in 1906. Subsequent development of the water supply infrastructure through what became Patemaru Station, however, (the Bush-line replacement and road upgrades of the 1960s, for example) had not been confined to the easement, with the result that much of it now fell without. As related previously, City Engineer Williams was

[351] Services & Enterprises Manager Swainson to R White, Regional Representative QEII Trust, 10 November 1992, B/18/6C, vol.2.
[352] Report 93/296, 13 January 1993.
[353] District Manager JNL Drummond to Chief Executive Drummond, 4 August 1993, B/18/6C vol. 3.
[354] Ibid, Chief Executive RDR Elliot to District Manager JNL Drummond, 6 August 1993, B/18/6C vol. 3.
[355] Chief Executive RDR Elliot to S Adsett, 21 June 1994, B/18/6C vol. 3.

unconcerned about council's questionable authority: in his view any imposition on private property was more than compensated by the council's expenditure on maintaining the access. The post-Bola agreement in April 1988 between Gisborne City Council staff and Maraetaha Incorporated representatives referred to a survey of the access road and pipeline, with the council's obtaining a formal easement in mind. This was not acted on. As noted above, renewed GDC interest to 'tidy up' matters with respect to a formal easement coincided with subsequent negotiations over the treatment plan land swap, in May 1991.

Gisborne District Council's engineering management met with Maraetaha Incorporated Chair Boy Kemp to this end in August 1992. Council was seeking a 20-metre-wide right of way over the existing road, to be left unfenced, and a 12-metre-wide pipeline easement to allow access for maintenance, repairs, and minor realignments, to be left unplanted. Once the new easements were in place, the original 1906 easement was to be cancelled. At the meeting, GDC representatives were reminded of the terms of the earlier 1988 agreement. Turner and Apperley undertook to keep the cattle stops clear, to notify farm management of private vehicles on council-related business using the access, and to continue to supply the farm's domestic water free of charge. The pair fell short of agreeing to maintain the access to the farmhouses and shearing quarters but agreed to explore the cost involved.[356]

Easements for the pipeline and for access were surveyed in January 1993 and approved by Maraetaha Incorporated.[357] Correspondence in 2003 and again in 2008 complaining of the council's lack of maintenance suggests that Gisborne District Council agreed to the 1992 request to maintain the farm access up past the farmhouses to the woolshed in exchange for access to the waterworks. This, in any case, was Maraetaha Incorporated's understanding of the 'long standing informal arrangement' in place.[358] The undertakings associated with the surveyed easements, however, do not appear to have been formalised.[359]

[356] Engineering & Works Manager WJ Turner per District Design Engineer B Apperley to Chairman, Management Committee Maraetaha Blocks Inc, 9 September 1992, F/28/4 SU06.
[357] DP 8401, dated 13 December 1993.
[358] Secretary Maraetaha 2 Sections 3 & 6 Blks Inc C Nelson to N West, GDC, 12 February 2003; and to K Strongman, 15 April 2008, D/12/5A Patemaru Station Waingake Valley – Access Agreement, vol. 2.
[359] In response to queries in 2014, Council staff were unable to locate any such agreement, D/12/5A.

Reflecting on Gisborne's local body waterworks acquisitions

Local government acquisitions throughout the twentieth century to supply the public of Gisborne in water amount to 3,215 hectares and are summarised in Table 3 below.

Table 3: Summary of Local Body Waterworks Acquisition

Method	Parcel	Land	Date	Area	Price / Compensation
Purchase	Waingake Bush Catchment	ECC (2 titles)	1905	928.702ha (@2,299 acres)	£4,598 (£2 per acre)
Taking	Waingake Headworks	Māori	1913	5.7414ha (14a 30p)	£280 (@£20 per acre)
Purchase	Waingake Bush Catchment	General	1925	106.3716ha (@263 acres)	£1,783 10s 6d (£6 15s 7d per acre)
Taking	Mangapoike Dams Catchment	Māori (2 titles)	1947	27.7209ha (@68.5 acres)	£230 (@£3 7s per acre)
Taking (Settlement)	Mangapoike Dams Catchment	ECC	1947	(28.8136ha (71.5 acres)	Unknown
Taking	Mangapoike Dams Catchment	General	1947	50.181ha (@126 acres)	Unknown
Taking (Settlement)	Mangapoike Dams Catchment	General (2 titles) /Crown	1947	329ha (@813 acres)	£7,000 (£8 12s 2d per acre)
Taking	Access	Māori	1949	0.4046ha (1 acre)	Unknown
Purchase	Access	ECC	1951	4.0469 ha (@10 acres)	£30 (£3 per acre)
Purchase	Waingake Bush Catchment	General	1966	24.6858ha (@61 acres)	£549 (offered) (£9 per acre)
Taking (Settlement)	Waingake Bush Catchment	General	1967	45.8054ha (@113 acres)	£1,576 (£13 18s 11d per acre).
Purchase	Upper settling tank / Treatment plant site	Māori	1967	2.7822ha (@7 acres)	$192 ($27.43 per acre)
Purchase	Dam site in Puninga Catchment	General	1971	6.44ha (@16 acres)	n/a
Taking (Settlement)	Mangapoike 1A Catchment	Māori	1983	40.0777 ha (@98 acres)	Unknown ($2,600?)
Purchase	Fairview Station	General	1989	493.4088 ha (@1,219 acres)	$330,000 ($270 per acre)
Purchase	Pamoa Station	Māori	1991	1119.7627 ha (@2,767 acres)	$355,000 (@$128 per acre)

In 1987, the approximately 1,100 hectares in five titles comprising the Waingake Waterworks Bush became subject to a Queen Elizabeth II National Trust Conservation Covenant. One of the financial benefits to council of creating the open space covenant was a subsidy from the National Trust to have the remaining roadside perimeter of the reserve, some 4.7 kilometres, finally fenced off from stock.[360]

The breakdown reveals that two-thirds of the land acquired for waterworks, some 2,158.4 hectares, was Māori-owned. Of this, some 45 percent was acquired when the land was vested in the East Coast Commissioner in trust, meaning that the beneficial owners were entirely removed from the process. It is difficult to avoid the conclusion that the genesis of Gisborne's waterworks at Waingake and the East Coast Trust Lands Board control of Ngai Tāmanuhiri land was no coincidence, occurring as it did in an era where the transfer of tribal lands into Pākehā hands was deemed to be in the 'public interest'. The transaction served the ends of both, Ngai Tāmanuhiri's property rights having been already nullified by the series of events since gaining title, including Crown purchase, Validation Court proceedings and the statutory intervention of 1902.

Quite apart from the loss of land Ngai Tāmanuhiri had taken pains to protect in 1896, the 1905 sale and purchases for the water supply paved the way for further attrition of the tribal estate. As the experience of Pamoa Station reveals, any expansion or development of the town's waterworks was bound to impact on the catchment neighbours. Dam development within Mangapoike catchment from 1942 was but the first bite. Subsequent takings – both actual and imagined – hung over the high-country station located between the water supply catchments from 1971 and culminated in the Dam-line corridor which led to the 1991 sale and purchase.

Expansion of the waterworks scheme over time has not targeted Māori freehold land exclusively: around a third of the area represented in Table 3 was general land. But neither was regard paid throughout the twentieth century to the cumulative impact of public works appropriation against a shrinking tribal estate.

The waterworks acquisitions indicate a local body preference for negotiation over compulsory taking, a courtesy which was extended to Māori landowners after the last access taking in 1949. The mode of acquisition, however, did not alter the compulsory aspect of the waterworks. The 'settlements' are treated as 'takings' in Table 3 for this reason. Negotiated settlements might improve the terms in favour of affected property owners: in several instances in this report negotiation resulted in a slight reduction

[360] Waterworks Engineer PH Pole to City Manager, 21 October 1986, D/24/5C 54/08 Water Supply 1985 & 1986. Pole objected to the 10 per cent subsidy offered by the Trust, maintaining that the reference to an 'equal share' more properly meant 50 per cent.

of the area to be taken, and provision for continued occupation and future access. But they could not stop the expropriation itself. What we know of the settlements discussed in this report suggest landowner' resignation to the taking after initial opposition: Coop in 1948 (post-taking) and Smith in 1967 (pre-taking). Selwyn Smith was, perhaps, most successful in delaying matters. The borough council's use of his land – to discharge first Mangapoike River waters and then Clapcott Dam waters into the Waingake catchment – dated from the end of the 1920s. The longstanding Crown leaseholder succeeded in staying the taking of Smith's Creek for 13 years – from the first proposal in 1952 to the point of settlement in 1965. In that time, he also managed to reduce the taking from 137 to 113.5 acres. In this instance, the agreement reached with Gisborne City Council did not mean Smith was happy about it. Rather, the evidence suggests that his decision to sell Fairview Station nine months later was directly related to the taking.

Likewise, the degree to which any sale and purchase can be said to be 'willing' needs to be tempered by the prospect of compulsory acquisition in which they occur, even when it is not made explicit as in the case of Pamoa Station. Some of the purchases involved, like the additions to the Waingake Waterworks Bush in 1925 and 1966, appear to have been neutral, possibly because in both cases the council may have paid market value. Ultimately, however, as Maraetaha Incorporated learned, local government does have power to take land that cannot be otherwise purchased.

As touched on above, of all the landowners affected by Gisborne's waterworks, the East Coast Commissioner proved the most accommodating: witness the borough council's 10-shilling pipeline easement of 1906. Ngai Tāmanuhiri beneficial owners were not party to the initial transaction for the Waingake Bush Catchment and nor did they receive the proceeds of the sales for another decade. The £2 per acre purchase price in 1905 reduced even further, relatively speaking, to £3 per acre for the road access in 1951. In the case of the statutory trustee in whom Maraetaha 2 Sections 3 and 6 were vested, the sale and purchase agreements for waterworks did not represent the best possible deal for the private property owner but rather quite the reverse. Details of the 1947 acquisition from the Commissioner of a further 71 acres of Maraetaha 2 Section 3 have not been discovered but it is likely to have been another sale and purchase agreement at a bargain price.

In effect, the public interest at stake is as equally strong a compulsion in any public works negotiations as the stick of compulsory taking itself. The waterworks demands on Maraetaha 2 Sections 3 & 6 continued after the commissioner's reign ended. Throughout the 1970s and early 1980s, Maraetaha Incorporated were 'not known to be willing sellers': resisting overtures throughout this period to contribute half of Pamoa Station for the Puninga dam project until it proved necessary. The same

reluctance, however, can be seen to have given way in times of crisis. The city council's 1971 demand for the Mangapoike 1A catchment, a fait accompli presented to the committee of management as a matter of urgency for 'the welfare of the City and its hinterland', seems to have been achieved through sale and purchase. The earlier 1967 acquisition of the seven acres within Patemaru Station for a second settling tank site may have been achieved the same way. In 1989, Maraetaha Incorporated were equally clear about their reluctance to sell Pamoa Station. On this occasion, the public interest represented by the Dam-line corridor in the wake of Cyclone Bola brooked little room for challenge.

Although evidence of compensation or payment has not been found in every case, what has been found suggests local government did follow the letter of the law. In the case of Māori freehold land, application was made to the Māori Land Court to determine compensation. Crude comparisons of compensation paid on a per-acre basis (as shown in Table 3) may not be useful for any hard and fast conclusions: there are many factors that affect land values. Nonetheless, several observations can be made. With the exception of the 1913 taking for the headworks (for which Tiemi Wirihana engaged a solicitor to prosecute his compensation claim), the data suggests that council paid less for Māori land on average than for general land. Māori landowners generally seem to have been compensated at government valuation. It stands to reason that property owners given a chance to settle would achieve higher prices than compensation obtained through court, particularly if owners were not legally represented. With respect to the 1947 Mangapoike catchment takings, for example, the price per acre compensation for the Māori freehold titles involved (part Puninga 3A2 and Puninga 3B1 itemised together in Table 3) was less than half that paid by Gisborne Borough Council to settle with the Coops.

The other striking discrepancy in the per-acre price is that between Gisborne District Council's post-Bola purchases of Fairview and Pamoa Stations, the high-country stations sharing similar topography and purchased around the same time. Again, caution is recommended: the low valuations of both were attributed to different factors. In this case, however, the discrepancy in the purchase price was not related so much to valuation as to the council's differential treatment of the vendors. Ellmers was offered $100,000 over and above valuation as 'consideration' for other factors (including $25,000 recompense for hosting the pipeline). Maraetaha Incorporated, conversely, were ground down to the 'last few thousand dollars' – less than the price of a commissioned artwork – on the pretext that the council had 'no real incentive' to proceed with the purchase. Rather than any 'consideration' for past inconvenience or the myriad ways the incorporation had accommodated the waterworks over the years (including land acquisitions, hosting the Dam-line and associated access, and land exchange for the treatment site), the council refused to concede the incorporation's position that the impact of both past and present waterworks acquisitions factored in the sale and purchase.

In general, the compensation paid for the waterworks acquisitions reflects the characteristic parsimony of local government funded by ratepayers. The generous offer for Fairview Station was made under the impression that central government was to foot the bill. In the case of Pamoa Station, the proposed land exchange with Fairview saved the council from having to pay for the Dam-line corridor at all. Throughout the history of Gisborne's waterworks, the amount spent on acquiring land for the works has been but a trifling component of the infrastructure itself. As much was pointed out by GDC's Regional Design Engineer Bruce Apperley in his argument to proceed with the Pamoa Station purchase. If, as Apperley argued, the replacement value of the Dam-line and associated works on Pamoa Station was $3 million, why was the council so hardnosed about meeting the vendor's offer? Local government parsimony may be but another facet of local government prerogative.

A striking manifestation of this prerogative can also be seen in the number of times the waterworks acquisitions were legalised after the fact or, indeed, not at all. Clapcott Dam construction – and the requisite access and associated Dam-line – began in 1942. The catchment was surveyed two years later when the proclamation of intention was gazetted, and not actually taken until 1947. The Dam Road through Pamoa Station, operative from around 1943, was not purchased until 1951. The Dam-line itself was never formally authorised, nor the existing easement over the Bush-line extended in the 1960s for the replacement pipeline and access. Similarly, agreement for Mangapoike 1A catchment post-dated the construction of the 1A Dam and was then overlooked for a further decade. The unquestioning prerogative of local government reflected by such behaviour persisted into the 1980s: the Dam-line Boost on Fairview Station underway in 1985 before council thought to consult the property owner; the interim treatment plant encroaching on Pamoa Station prompting another belated approach in 1988 which remains unresolved to this day. Local government parsimony cannot fully account for such practice.

During his long tenure as city engineer, Harold Williams evidently believed and behaved as if the license taken by council over the private property that hosted the water supply infrastructure was mutually beneficial for the owners involved: that council investment in road maintenance, for example, more than made up for any inconvenience or unauthorised access. The perception has endured long after Williams' retirement. The terms sought by Ellmers in 1988 for his good will and the inconvenience of hosting the Dam-line for 25 years suggests that the property owner did not share this 'common understanding'. Council's relationship with its neighbours is explored further in Back story #9.

Of all the Maraetaha 2 acquisitions, it is the 1991 sale and purchase of Pamoa Station that still rankles most. The sale was directly related to the Dam-line corridor presented to Maraetaha Incorporated (the

formal proposal once again only put to the management committee six months after an 'approach' to Station Manager John Hawkins) as an immutable given. The corridor acquisition entered public discourse in the aftermath of Bola as the trojan horse of 'Damline protection' – the focus on conservation afforestation – with considerably less attention paid to any public works taking involved. Government investment of some $3.5 million in fixing the pipeline may have sparked the initiative. Certainly, the subsequent government funding for the 'Dam-line forestry project' fanned the acquisition into life: the scope of the project and the resulting impact on Pamoa Station determined by funding criteria and potential economic return, rather than the ostensible goal of protecting the pipeline.

With the benefit of hindsight, a pine plantation was not a good choice for pipeline protection, as Gisborne District Council learned soon enough. The decision points to the pitfalls, perhaps, of a unitary authority, which also arise in Back story #10 dealing with the subsequent forestry joint venture. It is deeply ironic that the very factor driving down the valuation of Pamoa Station – reduced productivity from regeneration – could have been the solution to Gisborne's water security. This startling possibility is supported by the Department of Conservation's 1993 proposal to extend an ecological corridor to the western end of the former Pamoa Station through which the Dam-line ran (see Figure 49 in Back story #10). Would a separate regional authority have provided more balanced oversight of any afforestation proposal to check the 'returns'-driven approach of the Corporate Management Team? Would a regional council have paid more attention to the existing protection afforded to the Dam-line by a property already covered in a large proportion of native regeneration? Would a regional council have turned to a forestry consultancy in the first instance for advice on 'protective afforestation'? How the trees were both to provide protective canopy and soil stabilisation *and* be harvested for future return remains unfathomable. That aside, the most striking aspect about the acquisition of Pamoa Station is the extent to which economic drivers determined council decisions, to the detriment of all concerned. The corridor need not have been a solid barrier, had council been less bent on maximising the government afforestation funding (again, with an eye on return). Land exchange may have been possible, had the options for Maraetaha Incorporated been less prescribed. The sale and purchase may have been less fractious, had council met the asking price, and sooner, so that settlement preceded possession.

Other aspects of the negotiations do not reflect well on council. Conduct to pander the sale ranged from the suspension of public hunting in the Waingake Waterworks Bush while the 'sensitive' negotiations were in train, to the legal undertaking entered in June 1991 granting Maraetaha Incorporation right of first refusal over future alienation of Pamoa Station – at a time Chief Executive Elliot was exploring the sale of parts of Pamoa Station to other parties. His October 1991 undertaking to provide fenced access

lanes across the corridor to push the sale and purchase over the line seems to have been as equally empty.

One of the residual grievances about the Pamoa sale and purchase relates to the subsequent utilisation of the farm for a joint forestry venture (see Back story #10). In part, this may be related to council's decision to end the grazing tenancy before the incorporation was ready. It may also relate to the decision to proceed with forestry rather than offer the land back as a pastoral concern, as the incorporation had been led to believe. The nub of the issue goes, once again, to the context of the Pamoa sale and purchase. Viewed in isolation, Gisborne District Council had merely acted on Maraetaha Incorporated's offer. It had not sought the whole property, but having obtained it, the joint forestry venture made the best return of the property for ratepayers. On the other hand, Maraetaha Incorporated consistently pointed out that the council's Dam-line forestry venture had forced them into selling Pamoa Station. On the pretext of 'public interest', without which the property would still be in incorporation hands, the council benefitted from a lucrative joint venture on one of the last vestiges of tribal land. The environmental costs of the decision are explored in Back story #10.

Part Three

Back Stories

Back story #1: Maraetaha Block

Maraetaha 2 is not to be confused with the coastal block with the same name. Under the 1868 Deed of Cession negotiated in the wake of the government's military conquest and occupation of Tūranganui, the boundaries of the Poverty Bay district 'ceded' to the Crown extended south to Paritu. The job of determining the customary title of 'loyal natives' within the ceded district was given to the Poverty Bay Commission. Maraetaha was one of the first blocks to go before the commissioners, in July 1869. The coastal block initially straddled Te Kuri a Paoa but, in an out of court arrangement, the northern, disputed end was carved off into the separate block of Te Kuri, some 800 acres.[361] Maraetaha, of 13,798 acres, was awarded to Ngai Tahupō without further contest. Te Kuri was jointly awarded to Ngai Tahupō and Rongowhakaata the same day.[362] Crown title to these lands was granted in 1871 under the Poverty Bay Grants Act 1869 as joint tenancies, meaning that the listed owners held equal shares that could not be succeeded to. The grants were also free of any restrictions on lease or sale. Within months of the title investigation, Ngai Tāmanuhiri had leased Maraetaha to James Woodbine Johnson, a relative newcomer to the district and an in-law, on account of his marriage to Mere Hape.[363] Johnson's 1869 leasehold included a right of first refusal to purchase, which he used to advantage throughout the 1870s. In 1880, in an out of court arrangement between Johnson on the one hand, and William Rees and Wi Pere as trustees for Ngai Tāmanuhiri owners on the other, it was agreed that, for an additional £3,000 payment, Johnson would receive 10,700 acres of Maraetaha – the bulk of the block – in satisfaction of his purchases of Ngai Tāmanuhiri interests. A court order was made to this effect and the transaction subsequently validated by the Trust Commissioner.[364]

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[361] The boundary between the two blocks was Orongo.
[362] Pickens, Wai 814 #A19, pp. 11-14. The Ngai Tahupō claim to the Poverty Bay Commission was headed by Mita Hamuera. William Graham, a surveyor by profession, was said to be acting as agent for the claimants.
[363] Pickens, Wai 814 #A19, pp. 35-36. Pickens recounts that Johnson chaired Cook County Council and represented the district on Auckland Provincial Council from 1873-1875. The Johnson pastoral enterprise on Ngai Tāmanuhiri lands involved his brother, George Johnson. Mere Hape is variously ascribed to Ngati Kahungunu, Rongowhakaata and Te Aitanga a Mahaki, as well as Ngai Tāmanuhiri. One of the daughters of this marriage, Miria Johnson, married Maui Pomare. The numerous Ngai Tāmanuhiri signatories to the lease are set out in Pickens, #A19, footnote 140 on p. 41.
[364] Pickens, Wai 814 #A19, pp. 44-45.

Back story #2: The Rees-Pere Trust

In 1874, the unpopular Poverty Bay Commission was replaced by the Native Land Court, the resulting Crown titles now issued as tenancies in common under the Native Land Act 1873. Considered by some to be an improvement on the initial 'ten-owner rule' (where title to tribal lands had been issued to a maximum of ten individuals with full power to transact their individual interest), the 1873 Act required the Court to list *all* the tribal owners in a 'memorial' of title, with discretion to define the proportionate undivided share (the 'relative interest') of each.[365]

Under the 1873 Act, memorial lands could not be sold without the consent of all the owners (Sections 48-49), another improvement on the prevailing practice of piecemeal purchasing from individual owners. Where unanimity could not be reached, the interests of 'dissenting' non-sellers could be partitioned for any sale of the balance to proceed (Section 65). Such provisions in the interests of transparency and collective decision-making were lost on the East Coast, where fierce public and private competition within the emergent land market encountered stiff tribal resistance to sale. Here, not only did speculative dealings in individual interests and even advances paid for customary lands not yet brought to court continue unabated, but increasingly drastic tactics – involving alcohol and store debt – were used to obtain them. By 1876, District Officer Samuel Locke was reporting that land purchasing at Poverty Bay was in a 'fearful muddle'.

Local efforts to re-establish collective control over the land market were led by Te Aitanga a Mahaki Rangatira Wiremu Pere.[366] Wi Pere was actively involved in the Repudiation Movement of the early 1870s, describing himself as a 'non-seller' at this time. More accurately, Pere was an early proponent of trusteeship, appearing before the Poverty Bay Commission in 1873 on behalf of Te Aitanga a Mahaki,

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[365] Not everyone welcomed the legislation which, as historian Vincent O'Malley comments, took the individualisation of tribal lands to a new level. One of the most vocal critics was William Rees, who in 1884 argued that: 'A very gross act of cruelty and bad faith as well as folly was perpetuated by us when we compelled the Natives to hold their lands as individuals. The Treaty of Waitangi assured them of 'all their rights in their lands'. The chief right of all was the right of tribal ownership – but a tribe of five hundred persons is totally different from five hundred distinct and opposing claimants. It is the tribe which owns the land, and it is the tribe which, in justice, ought to have sole power to use it or to deal with it.' 'Memorandum on the Native Land Laws, by W.L. Rees', AJHR 1884 Session II, G-2, p.4, cited in O'Malley, *Agents of Autonomy*, p. 35. O'Malley, too, considers the 1873 Act to have been an even greater departure from customary Māori ownership, 'since it supposed that the proportionate interest of each individual could be defined and marked on the ground when all the weight of evidence pointed to the absurdity of such a suggestion.' *Agents of Autonomy*, p. 34. I have argued that the 1873 Act, and nineteenth-century Māori land legislation in general, is best understood in terms of the public-private contest over purchasing, rather than any consideration of Māori entitlement, J. Luiten, 'Nineteenth-century Land Alienation and Administration within the North-Eastern Bay of Plenty, Part Two: Lands 'a waho', Wai 1750, 2022.

[366] Wiremu Pere (William Bell) was the son of Tūranga trader Thomas Halbert and Rīria Mauaranui, of Te Whānau-a-Kai and Rongowhakaata.

Rongowhakaata and Ngai Tahupō, for example, to call for their ceded lands to be returned to a committee of twelve trustees 'with authority to allocate the Estate for the benefit of the three tribes.'[367] By 1876, Pere regarded the Native Land Act 1873 as a sham: 'though land is granted to persons and made inalienable still it is sold'.[368] From May 1877, Pere established and chaired the Turanganui-a-Kiwa komiti. Land retention was a core pillar of the organisation's overarching kaupapa to 'control our own destiny'.[369] The following year, he won the Te Arai seat in the Cook County election.

Wi Pere invited Member of Parliament William Rees to Tūranga in 1878, to act as a lawyer for the Māori community beset on all sides by litigation over their lands.[370] As Rees himself put it in 1879, the extent of fraud and litigation over land transactions made Gisborne 'stink in the nostrils of the people of the South …'[371] The Rees-Pere Trust was devised shortly after his arrival to establish order from the chaos. More than simply controlling further land alienation, the trust arrangement provided the legal entity tribal landowners otherwise lacked to develop their lands. The trust, working with a committee of owners in any one block, would decide what would be retained for their own occupation and use, and what would be developed for 'close settlement' – surveyed parcels for small farms and residential sections with road access and public reserves – for lease or sale. In effect, hapū were to enter the business of land settlement, and told that 'the money would flow into our pockets like water running out of a bucket.'[372]

The trust arrangements Ngai Tāmanuhiri and other hapu within Tūranganui entered from 1879 were conceived to both retain possession of tribal lands for their own use and occupation, and to benefit economically from the influx of Pākehā settlement in the district. Ngai Tāmanuhiri were initially taken with the scheme: five of the 14 blocks conveyed to the Rees-Pere Trust in 1878-1879 were Ngai Tāmanuhiri lands, including Maraetaha.[373] They were quickly disillusioned. In the case of Maraetaha,

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[367] O'Malley, Vincent 'Report for the Crown Forestry Rental Trust on the East Coast Confiscation Legislation and its Implementation', February 1994, p. 154.
[368] Wi Pere, Tangihanga title determination, November 1876, 3 GIS 145, cited in Rose Wai 814 #A17, p. 207.
[369] Rose, Wai 814 #A17, pp. 218-9. Another major concern was alcohol consumption. In common with the Repudiation Movement's emphasis on 'Kotahitanga' or tribal unity, Pere's concern for self-determination transcended his own backyard: he attended hui throughout the wider region to discuss the political issues of the day, his advice broadcast to a national audience through the Repudiation Movement's newspaper, *Te Wananga*.
[370] William Lee Rees, born 1836 in Bristol, immigrated to New Zealand via Australia, in 1866. He practiced as a Congregational minister before training as a lawyer. He was MHR for City of Auckland East between 1876-1879, taking over Native Minister John Sheehan's law practice in Napier in 1878.
[371] WL Rees, 'Reports of Meetings held, and addresses given, by Mr W.L. Rees in Poverty Bay and Tolaga Bay', (Gisborne, 1879), cited in Orr Nimmo, Wai 814 #A4, p. 9.
[372] Evidence of Raniera Turoa, 'Minutes of evidence in connection with petitions relating to the New Zealand Native Land Settlement Company, AJHR 1891 session II, I-3a.
[373] Orr Nimmo, pp. 22-23. The Maraetaha Trust Deed, dated 11 February 1879, stipulated that the trustees were to dispose of the land only with 'the written consent of a majority of the [owner] Committee.' It was approved by the

as outlined above, the out of court arrangement on their behalf resulted in the transfer of most of the block to James Woodbine Johnson. The Ngai Tāmanuhiri owners received none of the additional £3,000 Johnson paid as part of the settlement. In addition, the trust then mortgaged the balance. Ten years on, Hemi Waaka and others petitioned Parliament about the trustees' dealings with their lands. After handing over the land to the trust, he told the Native Affairs Committee, '… we never received a single benefit. The result is lamentation and weeping and vain repining at what has occurred.'[374]

The story of the East Coast Trust Lands is a long and complicated one which, as Ngai Tāmanuhiri's experience shows, did not end well for the hapū of Tūranganui. The Rees-Pere Trust had no capital to finance its property development. Surveying and stamp duties were expensive, but by far the biggest cost was that of buying out Pākehā who had already obtained land interests in any block. To the owners' dismay, the trust estate was mortgaged to pay for the enterprise and in 1881, in a bid to raise more capital, the trust was superseded altogether by a joint stock company, the New Zealand Native Land Settlement Company.

By 1884, the Company, too, was in financial strife and from 1888, a series of interventions were put in place to pay back the mounting debt without losing the entire trust estate. For our purposes, the Trust Lands story is important because 17 years after entrusting Maraetaha to Rees and Pere, Maraetaha 2 was partitioned and added to the trust estate by decree of the Validation Court, part of which was to be sold to meet the survey liability over the block. Six years later, the task of debt repayment was taken over by the government, Ngai Tāmanuhiri's remaining lands vested in the East Coast Native Trust Lands Board in 1902, and from 1905, in the East Coast Commissioner. The sale and purchase of parts Sections 3 and 6 – the Waingake catchment – to the Gisborne Borough Council for waterworks followed soon after.

Trust Commissioner three months later, on 16 April 1879. The other blocks were Whataupoko, Kaiparo, Te Ahipipi, Te Wairau, Wharaurangi, Whakawhitira, Pakowhai, Te Kuri, Tangotete 1 & 2, Te Karaka, Matawhero, and Okahuatiu, Michael Macky, 'Trust and Company Management by Wi Pere and William Rees' (Issues 20 and 21)', Crown Law Office 2002, Wai 814 #F11, p. 43.

[374] Hemi Waaka, 31 July 1891, 'Minutes of Evidence in connection with petitions relating to the New Zealand Native Lands Settlement Company, viz., the petitions of Hemi Waaka and others …', AJHR 1891 Session II, I-3A, p. 14.

Back story #3: Maraetaha 2 title determination

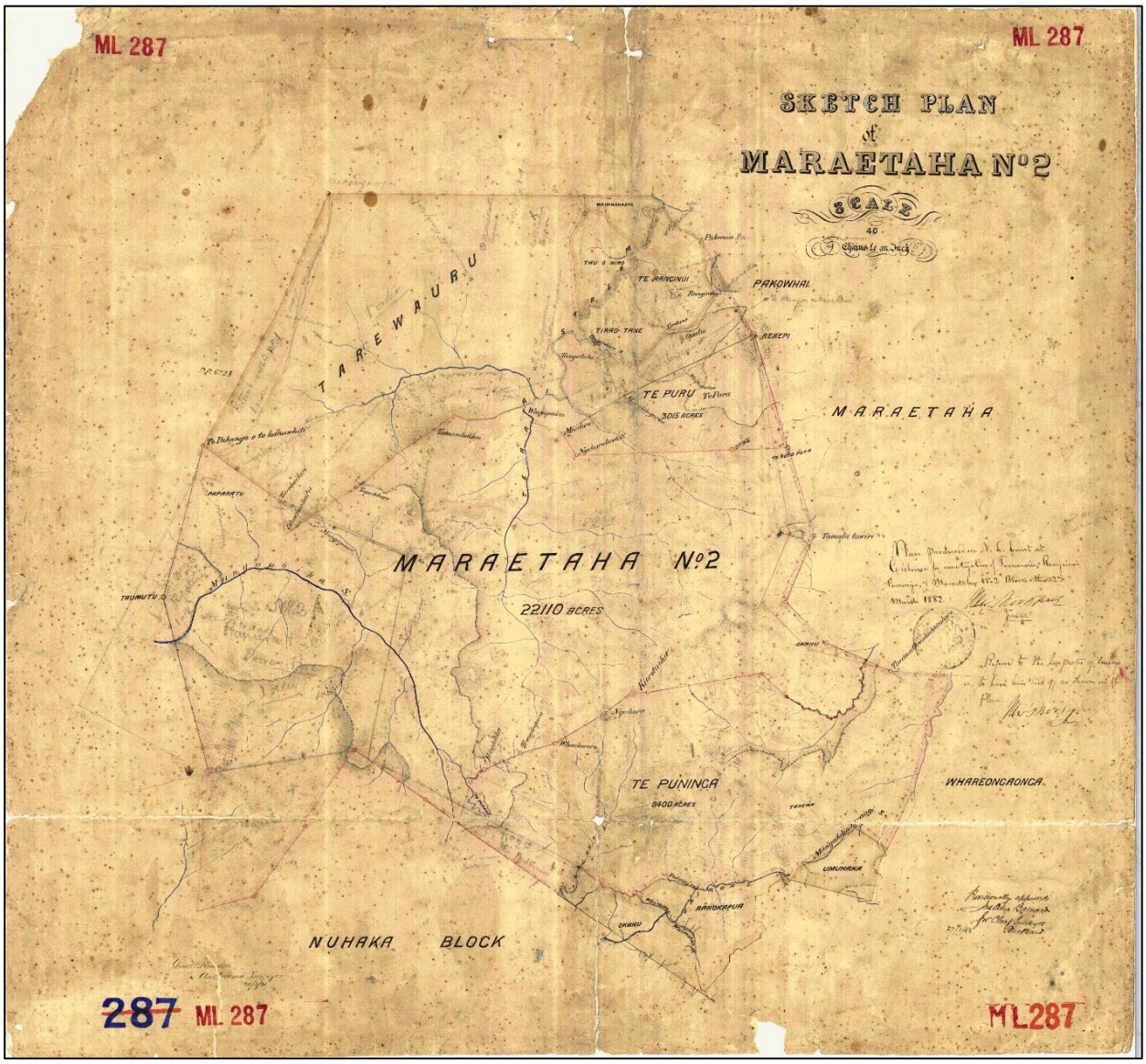

Figure 40: Maraetaha 2 Block, 1881[375]

Ngai Tāmanuhiri's inland hill-country remained undisturbed throughout the upheaval of the 1870s.[376] In March 1881, Hemi Waaka and 13 others on behalf of Ngai Tāmanuhiri applied to the Native Land Court

[375] ML 287.

for title determination to Maraetaha 2.[377] The block survey plan was completed in record time four months later, by authorised Napier surveyor, Charles Reardon. Reardon's invoice of £858 5s 3d was based on the survey of 35,067 acres.[378] The resulting 1881 'Sketch Plan of Maraetaha No. 2' encompassed not only the 22,110 acres of Maraetaha 2 'proper' and the 8,400-acre Te Puninga Block to the south, but also the Tarewauru Block and other smaller blocks to the north, and the smaller areas of Okahu, Rahokapua and Umuhaka south of Te Puninga (see Figure 40). Both the promptness of the survey and its wide ambit suggest the New Zealand Native Land Settlement Company may have been behind the initiative (discussed below). Opposition to the survey had brought work to a standstill for 12 days in May.[379]

The claim to Maraetaha 2 on behalf of 'Ngai Tamanuhiri te iwi', which began in Gisborne on 1 March 1882, seems to have been the first occasion the hapū formerly referred to as Ngai Tahupō used this appellation for the purposes of title determination. Doing so, together with the scope of the claim, may account for the opposition it attracted: 27 people initially stood to challenge the application, including those within the Tāmanuhiri hegemony who nonetheless preferred to claim under the mana of their own tupuna and hapū.[380] These counter claimants eventually arranged themselves into nine camps.[381] Few disputed Ngai Tāmanuhiri's claim to Maraetaha 2 'proper', but the inland areas further north remained contested. Keita Kēnana (aka Kate Gannon, or Wyllie) preferred to claim Maraetaha 2 as Ngati Kahutia, but subsequently agreed to join the Ngai Tāmanuhiri case.[382] With respect to the northern blocks of

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[376] Reference was made during the 1882 title investigation to an attempt by one Rapata to survey the northern end of Tarewauru into a separate block for lease or sale to Pākehā, which was successfully opposed by Hemi Waaka and others of Ngai Tāmanuhiri. Waaka is said to have hosted a 'committee' at Muriwai to decide the issue of entitlement to Tarewauru, the decision going against Ngai Tāmanuhiri in favour of Rongowhakaata hapu Ngati Ngarueterangi and Ngati Te Aweawe. This may have prompted Ngai Tāmanuhiri's recourse to the Native Land Court.

[377] Those listed with Hemi Waaka were Hirini Ratu, Mita Puku, Te Whe, Pene Hokotupeka, Paora Kohu, Rutene Kewa, Heperi Nui, Hemi Mahuki, Himiona Riki, Matenga Reweti, Matene Kaipau, Te Maku Matutaera, Tiemi Wirihana me etahi atu, for the 'iwi Ngai Tamanuhiri'. Maraetaha Application file 1883-1950, Boxes 120-121, Maori Land Court, Tairawhiti.

[378] Certified survey costs of C Reardon, 4 February 1888, Application Files Maraetaha 1883-1950 Boxes 120-121.

[379] Ibid.

[380] Eru Pohatu claimed as Ngati Rangiwaho, Hoani Te Hau as Ngati Kahutia, Maora Tawera for both Ngati Kahutia and Tāmanuhiri.

[381] Keita Kanana for Ngai Tāmanuhiri, Ngati Kahutia, Ngati Aweawe, Ngati Ngarueterangi, and Ngati Tawhi; Raniera Turoa for Ngai Tahu; Paora Pere for Ngati Ruapane; Ropatini for Ngati Rangituanui; Riparata for Ngai Tupatu; Wiremu Paetarewa for Ngati Kahungunu and for Ngati Hauraki; Hirini Tipare for Ngati Pakarehi; and Petera Honatapu for Ngati Hineteau. 7 Gis 430-465.

[382] Keita Kenana (nee Halbert) was the daughter of trader Thomas Halbert and his fifth wife, Keita Kaikiri of Ngati Kaipoho of Rongowhakaata. Wi Pere was her half-brother. Kate's first husband was James Wyllie, with whom she had six sons and three daughters. After her husband's death in 1875, Kate married licensed interpreter Michael Gannon, with whom she had two sons and two daughters. In 1893 they moved to Auckland. Steven Oliver, 'Wyllie, Kate', *Dictionary of New Zealand Biography, Te Ara – the Encyclopedia of New Zealand*, https.//teara.govt.nz.

Tarewauru, Te Ranginui, Te Rangaiohinehau, Tamarua and Tiraotane however, Kēnana conducted the case for Ngati Te Aweawe and Ngati Ngarueterangi – both Rongowhakaata hapū – based on the conquest of these eponymous ancestors over Ngati Kahungunu and the occupation of their descendants over the five to six generations since. Kenana also conducted a case on behalf of Hemaima Ngarangikataia of Ngai Te Tawhi who claimed within Te Tira o Tane based on occupation. Riporata Kahutia similarly claimed Tarewauru as Ngati Tupatu, Tupatu being Ngarue's brother. Hirini Tipare claimed Tarewauru for Ngati Pakirehe, on the basis that this eponymous ancestor participated with Aweawe in the conquest. Pakirehe was Tupatu's son.

There were claims to smaller rohe through older tupuna: Raniera Turoa of Ngai Tahu and Paora Pere of Ngati Ruapani, for example. Ropatini Te Rito, by contrast, claimed the same rohe as the much more recent kin-group Ngati Rangituanui. Te Rito was scarcely opposed to the claimants' case, declaring boldly: 'Tāmanuhiri was the great ancestor who owned all the land from Wairoa to Turanga', but he nonetheless preferred to claim his piece of the tribal estate through Tāmanuhiri's descendant, Rangituanui.

To the south-west, Wi Paetarewa of Ngati Hauraki, while identifying as Ngati Kahungunu, nonetheless claimed within Te Puninga on Hauraki's whakapapa to Tāmanuhiri, which he maintained had allowed the hapū to take tuna from the streams there.

Conductor for the claimants Hemi Waaka resolutely claimed the whole for Ngai Tāmanuhiri. Tāmanuhiri, he told the court, inherited the land from Tahu, and his descendants had held it against allcomers ever since. Tarewa-uru (the hanging), he explained, was so-named by Paea, Tāmanuhiri's son, to commemorate his gruesome reaction to being presented with half-cooked food, the tribal rohe subsequently reinforced by the rāhui established by Paea's grandson, Tapunga o te Rangi. Judicious marriages were certainly arranged between these Tāmanuhiri descendants and their neighbours like Ngati Pakirehe, but the mana within the tribal rohe did not pass. Waaka discounted the claims of Tāmanuhiri descendants who had long since moved away from the tribal rohe. With respect to the various Tāmanuhiri hapū claiming within the uncontested Maraetaha 2 Block, he went on, 'this will simply be a matter of names.'

Ngai Tāmanuhiri's bid for an all-encompassing title, if that was what had been intended, was not successful. In addition to Maraetaha 2, separate provisional orders were made for the blocks of Tarewauru, Ranginui, Rangaiaohinehau, Tiraotane, and Te Puninga. On the other hand, Te Puru, shown on the 1881 sketch as a separate block, was now included within Maraetaha 2. Three partitions within

Maraetaha 2 – 2A, 2B and 2C – were ordered for those found to be entitled but who did not claim as Ngai Tāmanuhiri, reducing the Maraetaha 2 parent block from 22,110 acres to 16,670 acres.[383]

The Ngai Tāmanuhiri claimants were the ostensible winners from the title determination, the court upholding their claims in all blocks, bar the partitions of Maraetaha 2 awarded to others. Keita Kenana's party was similarly found to have an interest in all the blocks she had claimed, although her inclusion in Tarewauru was deemed to be on account of whakapapa to Kahutia and Tāmanuhiri, rather than the conquest of her Rongowhakaata tupuna.[384] Three weeks later, on 16 May 1882, court orders were issued based on the lists of owners handed into court.[385] Handwritten lists on file acknowledged hapū mana: Hemi Waaka's list of Maraetaha 2 grantees, for example, began with the hapū entitled to the block: 'Ko Paea ko Ngaai Tipu ko Ngaati Rangiiwaho Ngaai Tekoau Ngaati Whakahemo Ngaai Tumataura Ngaati Rahi, Ngaati Horowai Ngaai Teriri.'[386] For court purposes, however, the same individuals were simply divided into 'Hemi Waaka's list' and 'Keita Kenana's list' and, once the case was over, even this classification became irrelevant: legally, Maraetaha 2 was now the property of 153 individuals.[387] In the court minutes, some of them were singled out as having part shares. By implication, for it was not stated in the minutes, everyone else held a single share each. On the title order itself, the relative shares were undefined.[388] Trustees for the minors among the owners were appointed at this time.[389] Also omitted from the minuted record were the restrictions placed on the resulting title: the provisional order stipulated that Maraetaha 2 was to be inalienable, except with the consent of the Governor, by sale or mortgage or by lease longer than 21 years.[390]

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[383] Maraetaha 2A, at Mangapoike, a vast block of 6,730 acres, was ordered in favour of Ngai Tahu and Ngati Ruapani, represented respectively by Raniera Turoa and Paora Pere. Maraetaha 2B, a smaller block at Whakaongaonga was ordered in favour of Petera Honotapu and Ropitini Te Rito, the latter of whom had represented Ngati Rangituanui's claim. Maraetaha 2C at Haerengarangi was ordered in favour of Wi Paetarewa and others of Ngati Hauraki. The smaller blocks included in the original sketch of Maraetaha 2 bordering the southern boundary of Te Puninga – Rahokapua, Okahu and Umuhaku – were not dealt with at all in the court order.

[384] 8 Gis 105-109, 24 April 1882.

[385] 8 Gis 173-184, 17 May 1882. The lists have not been analysed for this project.

[386] 'Maraetaha No 2' list of owners in Application file

[387] 'Maraetaha No. 2' list of owners, 8 Gis 175-177. An application by Hapi Kiniha and others for a rehearing of Maraetaha 2 seems to have been thwarted by the court demand that the appellants first deposit £300. 8 Gis 418, 27 August 1883.

[388] Order in Maraetaha No 2 Pre Consolidation Titles for No 2 Sections 3 and 6, Box 299, Tairawhiti Māori Land Court.

[389] 31 May 1881, 8 Gis 185-187.

[390] The restrictions on the provisional order are not minuted and nor have I been able to find the order on file. However, the restrictions are referred in separate correspondence 22 years apart, the first occasion the following year when Hami Te Hau applied to have the restrictions on Maraetaha 2 removed, Pickens, Wai 814 #A19, p. 119; the second in 1905, when the owners of Maraetaha 2 Section 5 similarly applied for the removal of restrictions, R22402223 MA 1 1907/690.

The multiple orders from the single title determination meant further survey work was required before the provisional orders could be finalised and title issued.[391] The subdivision of the land to reflect the court orders was again undertaken by Reardon in April 1886, resulting in a second survey bill in early 1888. Maraetaha 2's portion of the original 1881 survey was £448 6s 3d, and its share of the survey 'for Hemi Waaka & others' five years later, £68 15s 6d. The surveyor obtained separate charging orders for both amounts from the Native Land Court on 9 September 1888, the plan having been approved by Chief Judge Macdonald three months prior.[392] The six-year delay is significant. Ngai Tāmanuhiri later claimed that the definition of owners' interests from the title determination was unfinished business (detailed below in Back stories #4 and #5). Moreover, in the ten or so years spanning 1883 and 1894, more than 48 applications were made to partition Maraetaha 2.[393] None of them were actioned, possibly because the certificate of title for Maraetaha 2 had yet to issue.

[391] 8 Gis 109, 24 April 1882. See also Order in Maraetaha No 2 Pre Consolidation Titles for No 2 Sections 3 and 6, Box 299, 'their Title be issued in pursuance of the Act when a proper survey is sent in.'
[392] 12 Gis 85-87, 11 September 1888. The certified charges are in Application file Maraetaha 1883-1950 Boxes 120-121, Māori Land Court Tairāwhiti. Note Reweti Wirihana's objection to the charging orders on the grounds that 'all the money was paid by the Compy' was countered by solicitor De Lautour's argument that these charges 'were over and above the amount of survey charges paid by the company under order of the Supreme Court.' I have not discovered what he was referring to. MacDonald's signature is dated 21 June 1888 on ML287A.
[393] Tiemi Wirihana made four such applications, in September 1883, in March and again in July 1887, and in November 1894. Application file Maraetaha 1883-1950 Boxes 120-121, Māori Land Court Tairāwhiti

Back story #4: Crown purchase, from 1894

From 1891, one of the core policies of the newly elected Liberal Government was 'closer settlement': an ambitious State-sponsored small farm development program primarily directed at the 10 million acres within the North Island still in Māori hands.[394] As outlined in the overview, in this era, the State monopolised the market in Māori land, at the same time removing all existing restrictions on alienation.[395] From 1893 to 1897, the acreage of Māori land purchased by the Crown each year exceeded 300,000 acres, peaking in 1895-96 at around 600,000 acres. The aggressive purchase program ended the following year, coinciding with the petition of Wi Pere and others to Queen Victoria to halt the alienation.

Piecemeal payments for individual interests at prices dictated by the government were made to individuals without reference to other owners, the opportunism all the worse for the dire circumstances Māori were reduced to by this time. Government land purchase officers tailed the Native Land Court, exchanging cash or vouchers for the land interests of those attending the court. In Gisborne, the resident registrar of the Native Land Court *was* the government's local land purchase officer.[396] Once the pool of willing sellers in any block was exhausted, the Crown could then apply to the Native Land Court to have its interest partitioned.[397] Eastern Maori MHR James Carroll, who was part of the Liberal Government, in 1891 considered the individual purchasing of interests as the 'very worst form' of land

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[394] In the rhetoric of the day, the task before government was how best 'to enable more rapid and satisfactory settlement of surplus lands now lying unproductive in possession of Natives.' John Ballance, Financial Statement, NZPD 1891, p. 65 cited in Loveridge, 'The Development of Crown Policy on the Purchase of Maori Lands, 1865-1910: a preliminary survey' (Crown Law Office, 2004) Wai 1200 #A77, p.163.

[395] Private dealing for lands declared to be under Crown negotiation were outlawed under Section 16 of the Native Land Purchases Act 1892. Section 117 of the Native Land Court Act 1894 restored the Crown's right of pre-emption, making it unlawful for anyone other than the Crown to acquire any land or interest in land held by Māori, except in the case of bona fide purchases yet to be completed. Section 14 of the Native Land Purchases Act 1892 provided that existing court-ordered restrictions on alienation might be wholly or partially removed or declared void by the Governor 'for the purposes of a sale to Her Majesty'. Provisions regulating the court's confirmation of alienations (set out in Section 53/1894 and including whether any alienation contravened restrictions on alienation or left the vendor without sufficient land for their support) did not apply to Crown purchasing. Under Section 76 of the Native Land Court Act 1894, the Crown exempted itself altogether from court-ordered alienation restrictions.

[396] Namely John Brooking. Brooking immigrated from Devon in 1857 and was engaged in the government military attack at Waerenga a Hika. Brooking began working as clerk and interpreter in the Native Land Court in Gisborne in 1875, moving to the Land Purchase Department in 1879. In 1886, Brooking was appointed Registrar of the Native Land Court in Gisborne. He was engaged as a Crown land purchase officer from September 1893 to January 1894, when his purchasing duties were taken over by Wheeler. *The Cyclopedia of New Zealand [Auckland Provincial District*, 1902, available online at nzetc.victoria.ac.nz

[397] Under Section 78 of the Native Land Court Act 1894, a Minister of the Crown could cause application to be made to the court to ascertain the interest acquired by the Crown in any land, and to order the partition of the defined interest, which at once vested in Her Majesty.

alienation, and it was as equally condemned by Apirana Ngata MHR a decade later.[398] Selling land was the only means available to hapū of raising capital, but both the piecemeal payment to individuals and the low price paid by the Crown denied them even this.

John Brooking began purchasing interests in Maraetaha 2 for the government in September 1894, at the government's stipulated price of 3s 6d per acre. Over the next six weeks, the Land Purchase Officer transacted with 11 owners, four of whom held part shares. The gross price of the 16,670-acre block at 3s 6d per acre was £2,917 5s, which, once the survey charges plus interest was deducted, gave a nett price of £2,244 19s 3d. Brooking divided the sum by the number of shares (108), resulting in a price per share of £20 15s 8d.[399]

The slow sales, together with Brooking's query to Head Office six weeks later, suggests the Crown purchase was not popular:

> On the original investigation of the title to this land under The Act of 1880 the Court fixed the shares as shown in the list, some of the owners who are opposed to the purchase, contend that the shares have never been determined as required by the Act of 1886 and threaten to apply to the Court for a further inquiry as to the shares.[400]

Ngai Tāmanuhiri's enduring grievance about the Crown purchase was that it occurred before the relative interests in Maraetaha 2 had been determined, and that the sellers among them held but little interest in the block. As forewarned, the following month Pene Mataora and another applied to court to determine the relative interests of Maraetaha 2 but, like the multiple applications for partition, this too seems to have gone nowhere – highlighting if nothing else the conflict of interests presented by the Native Land Court registrar also being land purchase officer.[401] Brooking was by no means confident that the relative interests had in fact been defined but he was instructed by Land Purchase Department

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[398] 'Report of the Commission … [on] Native Land Laws', cited in Commissioners Stout and Ngata, 11 July 1907, 'General Report … Native Lands and Native Land Tenure', AJHR 1907, G-1c, p. 3. Stout and Ngata, too, called for the end of individual purchase in 1907 for the same reason that 'it practically renders impossible concerted action on the part of a tribe or hapu.'

[399] 'Maraetaha No 2', with NLP 94/265 in R23905920 MA-MLP1 1898/78. In land terms, each share amounted to 154 acres 1 rood 10 perches.

[400] Brooking to Sheridan, 11 October 1894, NLP 94/265 in R23905920 MA-MLP1 1898/78.

[401] Brooking's role as Land Purchase Officer was taken over by Wheeler around this time. At Wairoa, WA Thom, who, as Land Purchase Officer began purchasing Maraetaha 2 interests from resident owners there, was similarly clerk of the Native Land Court at Wairoa.

officials in Wellington to proceed with the purchase of Maraetaha 2 'on title as it now stands.'[402] A second deed was prepared for sellers at Wairoa.[403]

By 1896, the Crown's portion based on equal shares amounted to 4,760 acres, a calculation from which the Native Land Purchase Department refused to budge, and which was subsequently awarded by the Validation Court (Back story #5). Sixteen years later, when the relative interests were determined by the Native Land Court, the balance of Sections 3 and 6 was allocated in the first instance between hapū, and only then apportioned by the hapū themselves among the non-sellers from the original list of owners (see Back story #7). On this occasion, a lone protest that the shares should be equal was reportedly rejected by the court on the grounds that the shares were unequal according to native custom.[404]

[402] Sheridan to Brooking, telegram, 15 October 1894, in R23905920 MA-MLP1 1898/78
[403] Even so, the question of definition of relative interests continued to hang: Brooking's successor W J Wheeler seemed to think that interests in the Maraetaha titles were as yet undefined. In February 1895, for example, Wheeler wired Sheridan that the interests in Maraetaha 2A were undefined, to which Sheridan replied that 'the shares appear to have been as much defined as in No 2 purchase of which is now in progress.'
[404] *Poverty Bay Herald*, 2 July 1912.

Back story #5: Validation Court proceedings, 1895-1896

Crown purchasing within Te Tairāwhiti also upset local ambitions for the East Coast Trust Lands. Following a mortgagee sale in 1891, Members of Parliament James Carroll and Wi Pere had formed a trust to salvage the encumbered trust lands from being sold off altogether.[405] Under an agreement reached in February 1892, all remaining New Zealand Native Lands Settlement Company lands with complete title held by the mortgagee were transferred to Carroll and Pere as trustees, with provision to expand the trust estate to other lands once the company's title was perfected.[406] The Validation Court, established in 1894 to validate unlawful but otherwise 'bona fide' land transactions, provided the trustees the legal machinery to do so. Between 1894 and 1897, the Validation Court vested 180,388 acres of Māori freehold land, including 11,000 acres of Maraetaha 2 and 5,082 acres of Maraetaha 2A, in the Caroll-Pere Trust, appointing Native Land Court deputy registrar Henry Jackson as receiver.[407] Solicitor William Rees propelled the entire proceedings.

The justification behind the trustees' rash of title claims to the Validation Court – shared by the Bench – was that it was unfair that the burden of company debt should fall on the former owners of completed titles, when other blocks had contributed to the creation of the debt. In the case of Maraetaha 2, the alleged liability attached to the block survey, a dubious claim to say the least given that the New Zealand Native Lands Settlement Company had patently *not* paid the cost of survey, the registered lien still unpaid and accruing interest. The truth of the matter was that it was in the interests of existing trust lands owners to bring in other land blocks to spread the load of debt. That said, the promise of the original trust – that of land retention and land utilisation by hapū themselves – was as pertinent as ever, for neither was possible under the status quo. Keita Kenana's Pākehā husband informally leased from some of the Maraetaha 2 owners by the early 1890s, but the rental income was sporadic and even that annoyed those owners who had not been party to it.[408] Rees was candid in correspondence with the

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[405] In 1891, the Bank of New Zealand Estates Company (a receiving division of the bank which had taken over the New Zealand Native Land Settlement Company's mortgage) announced a mortgagee sale and auction of the lands. The Company debt to the bank was now £146,956; its mortgaged assets valued at £113,956. Rees had registered caveats on 11 blocks as part of an attempt to prevent the mortgagee sale. Some 36,300 acres of trust lands was sold before the auction was abandoned.

[406] Under the 1892 agreement, the land vested in the trust was just over 64,000 acres and the debt just over £58,000. Macky, Wai 814 #F11, p. 179.

[407] AJHR 1903 G-9, pp. 1-2, cited in Macky, Wai 814 #F11, p. 199. Henry Jackson was appointed trust receiver while he was still acting as deputy registrar of the Native Land Court, a position he had held in Gisborne since 1883. He was forced to resign from public service after his reappointment as trust receiver, in June 1895. Unlike Carroll and Pere, Jackson was on salary as receiver, the £500 per annum wage charged against the trust lands. Orr Nimmo, Wai 814 #A4, pp. 88-89; 94.

[408] Gannon's lease initially upset the Crown's purchasing plans, in 1893. In May 1894, Chief Land Purchase Officer Patrick Sheridan declined Gannon's offer to sell the Crown his leasehold interest for £250. Six months

Native Land Purchase Department about the trustees' plans to 'open' Maraetaha 2 for settlement.[409] Wi Pere was no less transparent with Māori landowners about the purpose of the trust: 'to cut up and deal with [trust lands] for purposes of settlement'. Crucially, however, Pere argued that under trust management the owners stood to benefit: 'If existing divisions could be dealt with and the land vested as a whole in the Trustees it would prevent any sales to the government and the Trustees could sell or lease with the consent of the owners and the approval of this Court.'[410]

The trustees' application to Maraetaha 2 in August 1895 brought government purchasing to an abrupt halt. Presuming to represent the owners, Rees at once suggested to Native Land Purchase Department Head Patrick Sheridan that they come to an arrangement with respect to the Crown's purchased portion before the case came on. Neither Rees nor the owners were aware of the extent of the Crown's interest at this time: that over the last twelve months the land purchase officers at Gisborne and Wairoa had transacted with a further 30 owners, the Crown's interest based on equal shares now calculated at 30.83 shares, or just over 4,759.5 acres.[411]

As Rees had anticipated, the Validation Court refused to proceed with the trustees' case until the Crown's interest had been defined. Sheridan sent the purchase file to the Validation Court; Rees was simply told that the Crown's portion was 4,760 acres, to be 'of fair average quality'. Still in the dark as to just who had sold, when the case reconvened on 16 September, Ngai Tāmanuhiri owners at Muriwai refused to entertain the Crown's claim based on equal shares. For their part, Trustees Carroll and Pere are said to have suggested having the Validation Court define the relative interests 'as the Government claim for equal shares seemed too large.'[412] According to Rees, at this juncture Judge Gudgeon 'desired us to arrange matters with the Government in Wellington otherwise he could not proceed with the application.' In the capital three days later, Native Land Purchase Department Head Patrick Sheridan invited Rees to 'examine the Certificate of Title and see for himself whether the shares were not all equal.' Sheridan declined Carroll's offer of £1,000 for the Crown's interest (for which £837 had been expended, less survey deductions). The following day he turned down a second proposal to limit the

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later, Wairoa Land Purchase Officer William Thom reported that Maraetaha 2 owners there considered the lease void, both because not everyone had been party to it and because the rent was two years in arrears. R23905920 MA-MLP1 1898/78.

[409] 'We also propose to arrange with the Survey Department to cut up the whole Block for settlement, making the costs of such surveys a charge upon the land awarded to Messrs Carroll and Wi Pere less the proportionate amount of the acreage allotted to the Crown.' Rees to Chief Commissioner, NLPD (Sheridan), 7 August 1895, in R23905920 MA-MLP1 1898/78.

[410] 4 Val 158-9, 9 April 1896, cited in Macky, Wai 814 #F11, p. 200.

[411] Wheeler to Sheridan, 5 August 1895, R23905920 MA-MLP1 1898/78.

[412] This and the following details are all from the itemised Maraetaha 2 Bill of Costs, Validation Box, Maori Land Court Gisborne.

Crown's portion to 3,000 acres, then 3,500 acres, insisting on nothing less than the full 4,760 acres based on equal shares, and suggesting 'that the trustees should assist the Government in all its East Coast matters and make this the beginning[,] when it was finally concluded to agree to this but subject to the consent of the Natives.'

The trustees needed the Crown purchase sorted before their own plans for Maraetaha 2 could proceed. Rees was persuaded that the shares would be deemed by the Court to be equal and advised Carroll and Pere as much. The following day, 24 September 1895, the trustees formally agreed to the Crown allotment. Before leaving Wellington, Rees had another '[l]ong and important interview' with Sheridan, 'discussing position of the original block with him …'

Details of the Crown's sale and purchase were finally disclosed in January 1896, as Wi Pere was about to meet with the owners.[413] There is no record of the owners' consent to the Crown's share and nor were they privy to the location of the area selected by the district surveyor at this time.[414] At the end of February, the district surveyor's plan caused Rees and Jackson fresh consternation, and further 'long conference' over the course of a fortnight about the 'unfairness of the selection', without resolution.[415]

When the case came on in April, the owners objected to the allocation: 'it being the best portion of the block'.[416] The court adjourned to enable further negotiation between the trustees and the Ngai Tāmanuhiri owners, while Land Purchase Officer Richard Gill obtained permission from Wellington to alter the location.[417] Two days later, 'all parties being agreed', the Validation Court ordered Maraetaha 2 Section 1 of 4,760 acres to vest in the Crown. From this, 50 acres was to be awarded to 'the natives': an area at Waipupukia on the Te Arai River under cultivation, Rees explained, which Gill had agreed to have cut out of the Crown's area 'as a reserve.'[418] On 25 April 1896, the Crown was ordered to pay its share of the survey liens on Maraetaha 2 – all those deductions from the sellers' interests, amounting to £147 13s plus £44 6s interest – to the 'Receivers': the BNZ Estates Company.[419]

Judge Gudgeon later agreed with Ngai Tāmanuhiri petitioners about the inequity of the Crown's allocation based on equal shares, but he defended his order on the grounds that it reflected 'an

[413]Rees, extract of letter dated 7 January 1896, in R23905920 MA-MLP1 1898/78.
[414] Rees maintained in court that he and trust receiver Henry Jackson had been mandated by Ngai Tāmanuhiri to negotiate with the government over the Crown portion, but they did so in the dark: 'as we could not get list of shares sold to the Crown the natives could not be satisfied that the Govt was entitled to 4760 it claims.' 4 Val 56, 17 September 1895. The meeting was said to have taken place on 16 September 1896. Sheridan directed the District Surveyor to select the Crown portion late in December 1895, R23905920 MA-MLP1 1898/78.
[415] Maraetaha Bill of Costs, Validation Box, Māori Land Court Tairāwhiti.
[416] Gill to Sheridan, 20 April 1896, R23905920 MA-MLP1 1898/78.
[417] 5 Val 5, 20 April 1896.
[418] 5 Val 11, 22 April 1896.
[419] 5 Val 22, 25 April 1896.

arrangement made by them outside the Court and assented to in the Court at least four fifths of the owners being present.'[420] The pronouncement ignores the extent to which the partition was presented to the non-sellers as a fait accompli, the arbitrary terms dictated by an uncompromising government and mediated by parties with a vested interest in the outcome.

It was another month before Rees was back in court for title to the balance of Maraetaha 2. The trustees' title claim was based on an alleged contract between the registered owners and the New Zealand Native Land Settlement Company in May 1882 – at the point of title determination – transferring the block to the company in trust, the company to pay the survey costs.[421] In December 1895, four months after lodging the claim and shortly after Rees' 'long and important interview' with Sheridan in Wellington, the trustees succeeded in having the claim extended to other Ngai Tāmanuhiri lands: Maraetaha 2A, 2B, 2C and Te Puninga, 'as the survey lien upon which the claim is partly based is over the whole of these Blocks.'[422]

As the Waitangi Tribunal has pointed out, the timing of the alleged 1882 agreement – the day after the Court's provisional title order – was crucial because the Validation Court was statutorily barred from validating purchase contracts that predated Native Land Court title.[423] Nobody seems to have pointed out that the title was incomplete at this time and under restrictions from alienation. Nor did anyone recall that at the time of the title investigation, Ngai Tāmanuhiri were estranged from the company as a result of what had happened to their previously vested lands, and were therefore scarcely likely to have transferred further land.[424] The alleged contract between the Maraetaha 2 owners and the company was never presented in court nor subsequently filed – because it never existed. Indeed, during the contested Puninga case that followed, to counter legal argument that an agreement concerning Maraetaha 2 post-title could not apply to an entirely different block, Rees changed tack, producing an equally dubious document dated 24 February 1882 (pre-title) and signed by Hemi Waaka and 11 others. The exhibit was

[420] Judge Gudgeon to Under Secretary for Justice, 7 October 1896, R24568388.
[421] Gazette notice, 6 August 1895; Rees to Sheridan, 7 August 1895, NLP 95/334 in R23905920 MA-MLP1 1898/78. The notice read that the agreement was allegedly entered 'on or about 17 May 1882'.
[422] 4 Val 98, 21 December 1894. The ruling was made by Judge Gudgeon.
[423] Waitangi Tribunal, *Turanga Tangata*, vol. 2, p. 571.
[424] Hemi Waaka and Ngai Tāmanuhiri subsequently petitioned Parliament about the Company's dealings, telling the Native Affairs Committee in 1891: 'In the year 1882 a relative – Hamiora Mangakahia – came to Gisborne. He told us that disaster would result to us from these negotiations with Mr. Rees; that we would lose our land. He had seen articles in the newspapers which made him believe that would be the result. *It was about this time that our connection with the company ceased.*' (my emphasis). AJHR 1891, I-3a, p. 7.

not a conveyance, but an authorisation for the company to pay for the survey of Maraetaha 2 (at a time when it encompassed Te Puninga) and to have the survey lien registered in its name.[425]

Under pressure from government purchasing and having no means to pay the substantial survey lien attracting mounting interest, Ngai Tāmanuhiri hapū were now faced with the unfamiliar and expensive proceedings in the Validation Court, without the benefit of independent legal advice.[426] In the last five years, too, Resident Magistrate James Booth had repeatedly reported high casualty rates among Māori communities within Tūranganui from typhoid and influenza epidemics.[427] In these circumstances, just five years after publicly rueing involvement with the Rees-Pere Trust, Ngai Tāmanuhiri were persuaded to engage in the fiction of the company transfer, agreeing to the partition and vesting of the bulk of Maraetaha 2 once again in trustees, to be managed in tandem with committees of owners. The case came before court on 6 May 1896 after a meeting at Muriwai. The block was to be cut three ways. A 4,000-acre partition called Te Puru was to vest in Carroll and Pere and to bear the whole of the liability over Maraetaha 2, leaving the other two partitions unencumbered with Hemi Waaka appointed as third trustee. Three thousand acres was to be farmed by the owners themselves and a 4,000-acre partition to provide them a lease income.[428] Block Committees for all three partitions had already been arranged and were passed in court without objection. Rees made a point of stressing that the committee members be named in the resulting court decrees.[429] They were not. The following afternoon, the committee submitted an agreement setting out the duties and powers of the trustees and committees over the entrusted lands. When Wi Pere objected to the stipulation that the land return to the owners once the debt was redeemed, Judge Gudgeon sent everyone outside to 'better discuss those questions amongst themselves.'[430] The outcome was not recorded.

Still smarting from the Crown purchase which had cost them 28.5 per cent of the block, the non-sellers used the opportunity in 1896 to define their relative interests. Once again, the outcome of this exercise

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[425] In addition to Hemi Waaka, Hirini Ratu, Rutene Kewa, Raihania Te Aopapa, Rihara Katikati, Nepia Te Paku, Hoera Ngaungau, Hori Pukapuka, Rihimona, Anaru Taipiha, Mita Puku and Matenga Reweti were signatories to the document. Exhibit 1 in R24568388 ACGS J1 1896/1364. Rees' subsequent bill of costs hedged both bets, the improbable page-long itemised account dated simply '1882', Validation Box, Maori Land Court Tairāwhiti.
[426] The negotiation with Ngai Tāmanuhiri owners at Muriwai was undertaken by Wi Pere and Henry Jackson. Solicitor Robert Noble Jones only arrived in court on 7 May 1896, the day the Maraetaha 2 partition was ordered. 4 Val 42-45, 6-7 May 1896; Jones to Native Minister, 24 June 1896, R24568388.
[427] Murton, Wai 814 #A35, pp. 262-3.
[428] Evidence of Hemi Waaka, 14 May 1896, cited in Macky, Wai 814 #F11, p. 206.
[429] The committee of twelve for each partition was the same, except that in the case of Section 4, Hemi Waaka stood in for Pera Waaka. The members were Pera Waaka, Rewiti Karamaene, Honiana Matuakore, Te Uri Maranga, Pita Te Hau, Himiona Riki, Hori Awarau, Renata Tupeka, Matene Kaipau, Teira Tapunga, Keepa Matanohi, and Pine Mataora. 4 Val 42, 6 May 1896.
[430] 4 Val 49, 7 May 1896.

was of little significance to the Validation Court: the 'list of names and shares of non-sellers' was 'handed in' on 6 May; the following day reference was made to four owners having five shares each; Judge Gudgeon himself related five months later that '[f]he share list of Maraetaha No 2 was before the Court for more than a week several times adjourned and finally settled on the 5th May 1896. Not one person objecting.'[431] No record of the arrangement, however, was ever transferred to the Native Land Court for posterity.

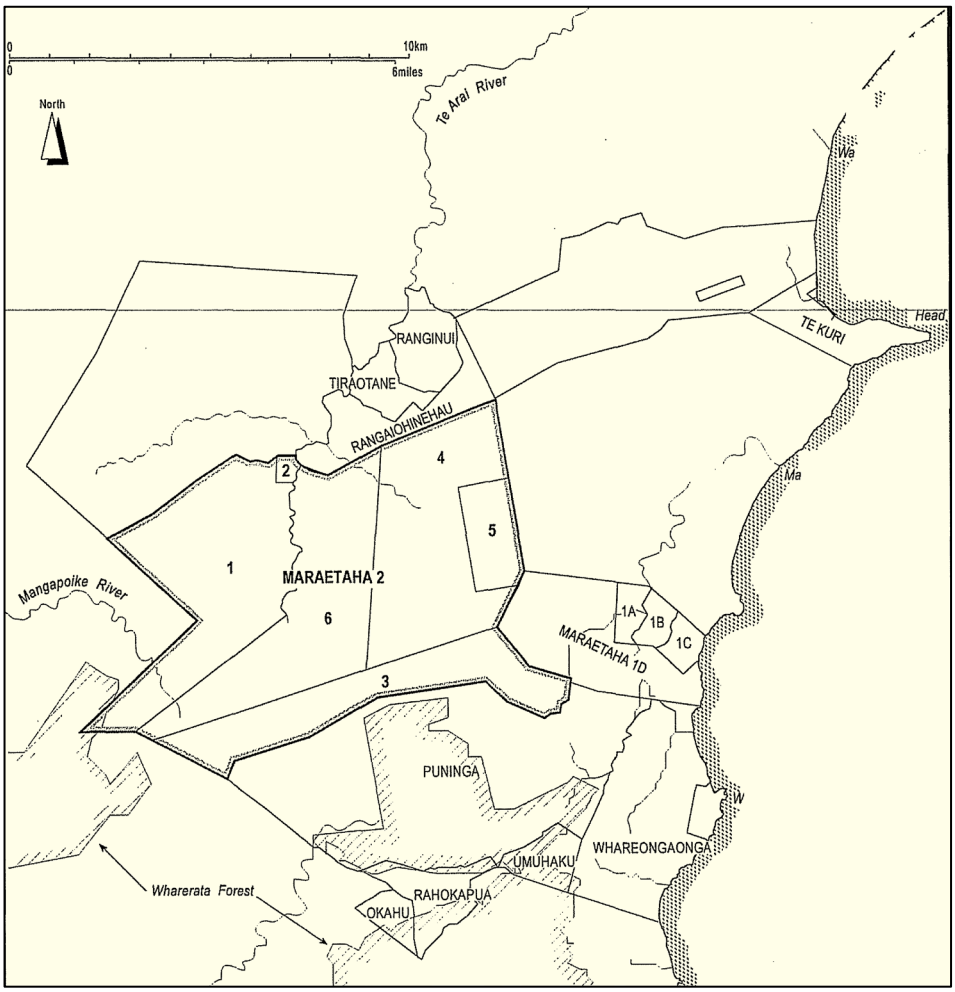

Figure 41: Validation Court partitions, 1896[432]

[431] 4 Val 44, 6 May 1896; Gudgeon to Under Secretary Justice Department, 7 October 1896, R24568388 ACGS J1 1896/1364.
[432] Pickens, Wai 814 #A19.

Two other partitions within Maraetaha 2 were ordered that day. Three weeks before, Tame Arapeta (aka Thomas Halbert) had asked the court to partition out his interests.[433] An 857.5-acre parcel was ordered in favour of Arapeta and 3 others, to be deducted from the Te Puru partition (Section 5). The 50-acre garden 'reserve' within the Crown block was ordered in favour of Rihara Pakuau (Section 2). Legal costs against the block for the period between 1882-1896 amounting to £569 1s 4d were reduced by the court to £322 18s.[434]

Table 4: 1896 Partitions

Parcel	Acreage	Vesting order
Section 1	4760	Crown
Section 2	50	Rihara Pakuau
Section 3	3,000	James Carroll, Wi Pere, Hemi Waaka
Section 4	3,142.5	James Carroll, Wi Pere
Section 5	857.5	Tame Arapeta (Thomas Halbert), Mere Hape, Mere Ann Nohotakere, Hirini Te Ratu
Section 6	4000	James Carroll, Wi Pere, Hemi Waaka

Gisborne solicitor Robert Noble Jones arrived in court the day the Maraetaha 2 orders were made.[435] He seems to have been engaged by some of the owners to extricate Te Puninga Block from the Validation Court proceedings.[436] Te Puninga had been partitioned in 1891, and an appeal of the partition had been

[433] 5 Val 5, 20 April 1896. Thomas Halbert was half-brother to Wi Pere and Keita Kenana, the progeny of Thomas Halbert's sixth marriage to Maora Pani. Elspeth M. Simpson and K. M. Simpson. 'Halbert, Thomas', *Dictionary of New Zealand Biography. Te Ara - the Encyclopedia of New Zealand,* https://teara.govt.nz/en/biographies/ (accessed 17 April 2024).

[434] Bill of Costs, Maraetaha Blocks, Validation Box, Māori Land Court Tairāwhiti.

[435] Jones came to New Zealand from Ireland as an infant and was Gisborne-educated. He practised there as a solicitor from 1890 and in 1899 was admitted to the Bar. He served on Gisborne Borough Council from 1900-1903. In 1903, Jones was appointed judge of the Native Land Court for the Tairāwhiti District, judge of the Validation Court and president of the Tairāwhiti District Maori Land Council. He presided over the determination of ownership and definition of interests in Maraetaha 2 in 1912. He was made chief judge of the Native Land Court in 1919 and in 1922 was appointed Under Secretary of the Native Department. In 1933, Jones worked briefly as East Coast Commissioner and Native Trustee until he was retired from both, in addition to his role as Under Secretary. He retained his role as chief judge until 1939. Bryan Gilling, 'Jones, Robert Noble', *Dictionary of New Zealand Biography. Te Ara – the Encyclopedia of New Zealand*, available online at https://teara.govt.nz (accessed 20 February 2024).

[436] The solicitor seems to have been unaware until later in June of the Crown's interest in Maraetaha 2. On 24 June 1896 Jones wrote to Native Minister Seddon, 'I got hold of minutes of whole case, and find Crown has greater interest in this matter than that of only assisting the Natives in getting justice done to them. The Government itself has apparently been a party to a portion of the proceedings and it is essential the Government should know the

heard just the previous year, in 1895. In another extraordinary show of judicial support for the trustees, Judge Gudgeon announced at the outset: 'I consider that the subdivisions are unnecessary & I would suggest that the share of the natives be rearranged as in relation to the whole block & that then the block be placed in the hands of the Trustees.'[437] When the case opened on 11 May, the owners of 9 of the 11 partitions objected, and the court adjourned.

On 13 May, exhibits were produced in chambers, without notifying Jones or any of the parties. One of them was a copy of the brief agreement discussed above, dated 24 February 1882 and signed by Hemi Waaka and 11 others, stating: 'We the applicants for the Maraetaha Number Two hereby request and authorise the New Zealand Native Land Settlement Company Limited to pay off the Surveyors of the said Block and to take the Survey lien in the name of the said Company.'[438]

Jones made his argument for the owners when the case reconvened on 16 May, unaware of the new exhibit. Minutes of the day's proceedings suggest that the trustees were now willing to accept a portion of Te Puninga for the survey lien, rather than pursue trusteeship over the whole.[439] Judge Gudgeon adjourned the case for another fortnight. In court on 27 May 1896, Rees restated the basis of Carroll and Pere's claim: 'The survey lien was over the whole of the original block of which Maraetaha No 2 & Puninga are two. 'If there is no claim on Puninga', he went on baldly:

> there is none on Maraetaha No 2 and the Governor was under a mistake in giving his consent, the Court was mistaken in awarding the land to the Trustees, & the parties were mistaken. The Puninga people contracted to bear a part of the Co[mpan]y's claim and they should not escape their fair share of liability.'[440]

Jones responded that the evidence put forward in Maraetaha 2 was not sufficient to prove any company claim. As yet unaware that the basis of claim had changed (the signed document dated 24 February 1882 produced in chambers a fortnight before), Jones argued that the contract of 17 May 1882 had not been produced, 'and in any case at the time it was made Puninga was a separate block under separate title and could not be covered by it.'[441] He refused to cross-examine Hemi Waaka and William Rees on the grounds that their evidence in chambers had not been minuted, nor himself or other parties notified. Judge Gudgeon deferred his decision.

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history of the case.' R24568388 ACGS J1 1896/1364 In addition to Jones, solicitor William Lysnar also appears to have been acting for some of the owners in Te Puninga.

[437] 7 May 1896, 4 Val 46.

[438] In addition to Hemi Waaka, Hirini Ratu, Rutene Kewa, Raihania Te Aopapa, Rihara Katikati, Nepia Te Paku, Hoera Ngaungau, Hori Pukapuka, Rihimona, Anaru Taipiha, Mita Puku and Matenga Reweti were also alleged to have signed. Exhibit 1 in R24568388 ACGS J1 1896/1364

[439] 16 May 1896, 4 Val 70.

[440] Ibid.

[441] Exhibit 2, Copy of Minutes, 27 May 1896, in R24568388 ACGS J1 1896/1364.

In June, the court ordered the owners of Te Puninga to pay survey charges of £227 and part of the cost of negotiations based on the alleged 1882 agreement. Jones appealed to Native Minister Seddon, pointing that his clients 'had against them two members of Parliament including a minister of the Crown.'[442] Judge Gudgeon had ruled that any appeal of the Te Puninga decision would require £200 as security of costs, which was, as Jones put it, 'a very large sum & totally beyond the power of the Natives.'[443] Three weeks later, having learned of the Crown's interest in the Maraetaha 2 proceedings, Jones tried again, setting out matters in more detail. "Unless the Government interferes in the matter and assists the natives, I contend a great wrong will be done & the Govt will (unwittingly perhaps) be parties to that wrong.'[444] He was advised by telegram that the Native Minister could not intervene, and that his clients might instead petition Parliament.

Ngai Tāmanuhiri owners did petition Parliament in September, but their grievances related to the Validation Court decisions regarding Maraetaha 2. The first, dated 9 September 1896, from Tiemi Wirihana and 22 others of Ngai Tāmanuhiri, sought to release the 7,000 acres of Maraetaha 2 from trustee control: 'kia unuhia mai ki waho i te kai tiaki.'[445] The second, from Hirini Nui and 11 others, dated 25 September 1896, objected to the partition of Maraetaha 2, arguing that the Crown's purchase should not have been calculated on the basis of equal shares, and that objections about the shares arrangement made by the 'Committee' for the balance of the block had not been considered by the Validation Court.[446] Hirini Nui had guided Reardon's 1886 survey.[447] The petitioners sought to have the Native Land Court empowered to rehear the partition.

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[442] Jones to Native Minister, 5 June 1896, 96/701 in R24568388 ACGS J1 1896/1364. Cited in Pickens, Wai 814 #A19, p. 145. Under Secretary Waldegrave advised against intervening, but no response was sent to Jones.
[443] RW Jones to Native Minister (Seddon), 8 July 1896, 1896/701 in R24568388 ACGS J1 1896/1364. Jones included a newspaper clipping about Gudgeon's recent decision requiring unsuccessful Whangarā appellants to pay the defendant's costs with respect to their failed petitions to Parliament. 'It is well that the Maoris should learn that litigious opposition is expensive.' As Jones pointed out, 'notwithstanding it is supposed to be the right & privilege of every subject to have full & free access to Parliament for all classes of grievance, yet a person can be punished by the Validation Court for approaching Parliament - for that is what it amounts to. To me such a principle seems untenable and entirely subversive of the liberties of the Subject.'
[444] RW Jones to Native Minister (Seddon), 24 June 1896, in R24568388 ACGS J1 1896/1364
[445] Petition of Tiemi Wirihana and 22 others, 9 September 1896, in R24568388 ACGS J1 1896/1364. The other signatories were Karaitiana Pahaumurua, Reweti Whakaware, Hamiora Reweti, Tuakana ma Te Reweti, Raiha Piri, Pirihira Kotuku, Nepia Te Paka, Merenia Ngarangiore, [?] Pohatu, Raihania Nga, Himiona Riki, Raharuwhi Te Hau, Paora Riki, Peti toka, Matenga Reweti, Rihara Pakana, [?] Hipiri, Keri Waipara, Irimana Waipara, Renata Tupeka, Paea Parengaio, Te Keepa Matamohi.
[446] 'If the Native Land Court had dealt with the matter we might have heard of it, and might have attended the Court.' Petition of H Nui & others (English only on file), in R24568388 ACGS J1 1896/1364.
[447] ML 287A.

Neither of these petitions were successful. That of Hirini Nui and others, presented by Wi Pere MHR, received a favourable recommendation from the Native Affairs Committee.[448] Asked to respond, Judge Gudgeon agreed that the grievance about the scale of the Crown's portion was justified, but he argued that 'it was an arrangement made by them [owners] outside the Court and assented to in the Court at least four fifths of the owners being present.' He defended the subsequent partition of the balance on the same grounds. Gudgeon held a dim view of both the Māori landowners and their 'Committees', but the nub of his response was that 'there can be no doubt that nearly all of the petitioners agreed to the arrangements which they now condemn.'[449] The petition was simply filed.

The Validation Court decrees had profound implications, as Ngai Tāmanuhiri soon felt. The most obvious was the vesting of the sections in just two men with full powers of alienation, all previous restrictions against alienation dropped. The appointment of Hemi Waaka as the third trustee on Sections 3 and 6 to safeguard these tribal lands from alienation was overridden by the parliamentary intervention in 1902 (see Back story #6 below). The arrangement of block committees in 1896 seems to have been little more than a ruse to get the owners onside. Like the arrangements over relative interests, the block committees, too, seem to have been forsaken by officialdom the minute the decrees were made.

[448] '… the petitioners have just cause for complaint and it is recommended that the Government should take steps to have the matter inquired into and readjusted.' Native Affairs Committee Report, no. 327-1896, in R24568388 ACGS J1 1896/1364.

[449] Gudgeon opened his response: '… I may perhaps be allowed to point out that a Committee seldom hears more than one side of the case brought before it those who might oppose seldom appear and the plaintiffs when of the native race are as a rule such measureless and artistic liars as to render it almost impossible to discover the particular well in which the truth is to be found.' Gudgeon to Under Secretary for Justice, 7 October 1896, in R24568388 ACGS J1 1896/1364.

Back story #6: State intervention: the East Coast Native Trust Lands Board / East Coast Commissioner, 1902 – 1953

In the event, the addition of the Maraetaha 2 partitions and other Māori land blocks to the trust lands portfolio via the Validation Court in the mid-1890s did little to arrest the financial free-fall of the trust.[450] In 1901, the Bank of New Zealand set a mortgagee sale for January 1902, which was then deferred to August. At the last minute, Parliament intervened. The East Coast Native Trust Lands Act 1902 established a three-member Board, in which all Caroll-Pere trust lands were vested. In effect, in exchange for a two-year reprieve from further mortgagee sales, the East Coast Native Trust Lands Board took over from Carroll, Pere and Jackson as receiver, tasked to redeem the BNZ mortgage by 'realising' trust lands – through lease or sale. The Act differentiated between 'principal security blocks' (those vested in the Carroll-Pere Trust under the 1892 agreement) and 'specific security blocks' (vested by decree of the Validation Court, and liable for only specific amounts decreed by the court), but it was silent on the status of unencumbered trust land. In six years, the liability attached to Maraetaha 2 Section 4 as a 'Specific Security' mortgaged to the BNZ under trustee management had grown to a staggering £11,433.[451]

Section 9 of the 1902 Act reads as if only lands subject to mortgage were able to be sold or leased. Under the Act, Maraetaha 2 Section 4 was listed as a 'Specific Security Area' and Maraetaha 2 Sections 3 and 6, together with a 5,082-acre balance of Maraetaha 2A, listed as not subject to mortgage.[452] The sole protection for owners in the 1902 Act lay in Section 12, which provided that the terms and conditions of the Board's powers of management over any trust land – to sell, to lease, to improve, or to subdivide – was in each case to be agreed upon by deed between the board and the trustees, and sanctioned by the Chief Judge. Maraetaha 2 Section 4 – Te Puru – was one of the first transactions executed by the Board, in January 1904, at market value of £15,967. Notwithstanding that this sum more than met the inflated liability charged against Maraetaha 2 and that the debt to the BNZ was repaid by June 1905, two months later the Board sold a further 2,299 acres of Maraetaha 2 – parts of the unencumbered Sections 3 and 6 – to the Gisborne Borough Council for waterworks.

In Committee, BNZ lawyer Francis Bell had agreed it would be 'nothing short of a scandal' if specific securities were sold to pay off debt beyond what they owed to the Bank, which is precisely what

[450] In the decade from 1892, the total debt rose from £58,331 to £156,383. Macky, Wai 814 #F11, p. 224.
[451] Orr Nimmo, Wai 814 #A4, pp. 155-6. Macky, p. 268
[452] Macky, p. 255-256

occurred with Maraetaha 2 Section 4.[453] The sale of part Sections 3 and 6 was more reprehensible still. In effect, the 1902 legislation enabled the Board to override the out of court settlement reached with Rees and Pere in 1896, whereby Sections 3 and 6 were to be entrusted unencumbered for the tribe's use and occupation. Trustee Hemi Waaka, appointed as a third trustee in 1896 to give effect to this agreement, did not sign the deed conferring management powers on the Board over Maraetaha 2 Section 3.[454] His consent was no longer required: at the Board's recommendation, amending legislation in 1903 had changed Section 12/1902 so that now the agreement of a *majority* of trustees was required in any deed.[455]

In 1906, the debt to the Bank of New Zealand having been repaid, Parliament again intervened, replacing the three-member Board with a single East Coast Commissioner.[456] In the same enactment, the Validation Court was empowered to determine the proportion of the BNZ debt and expenses which 'ought properly to have been borne by each block'. In effect, the trust was run as a corporate of 'debtor' or 'creditor' blocks, each with its own account, and all contributing to the overall trust (the net proceeds from the sale of Maraetaha 2 Section 4, for example, applied to the liability of Mangatū blocks). New external debt incurred for land development from 1906 was managed in the same way: the mortgage funding not necessarily expended on the individual blocks on which it was secured. The 'principal security debt' accrued from developing the trust lands into farms (the ostensible reason for commissioner control) was paid back by 1939 but, once again, resolving the internal debt as between the separate block accounts worked against the return of these farms to the owners.[457]

Former Board secretary Thomas Coleman, an accountant in Gisborne, acted as East Coast Commissioner until his death in 1920. From 1921 to 1934 the role was filled by high-level Native Department administrators based in Wellington, the day-to-day administration delegated to Gisborne Registrar of the Native Land Court, John Harvey.[458] From 1934, Wairoa farmer and company director James Jessep was appointed East Coast Commissioner, holding the position until his death in November 1951. Native Land Court Judge Harold Carr acted as Deputy Commissioner throughout this era. Long-standing employee FH Bull took over the administration in its final years.

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[453] Testimony, 26 August 1902, cited in Macky, Wai 814 #F11, p. 246.
[454] Macky, Wai 814 #F11, p. 257.
[455] Section 33, Maori Land Laws Amendment Act 1903. Hemi Waaka died in November 1904.
[456] Section 22, The Maori Land Claims Adjustment and Laws Amendment Act 1906. Thomas Coleman, a Gisborne accountant who had been secretary of the Board was appointed East Coast Commissioner. The 'scheme of adjustment' provided in the same 1906 Act was his initiative, see East Coast Commissioner to ???, 5 November 1909, in R22402667MA1 1909/740 .
[457] Murton, Wai 814 #A35, pp. 60-62.
[458] Between 1921 and 1933, Native Land Court Judge and Native Trustee WE Rawson acted as East Coast Commissioner, followed briefly by Chief Judge and Under Secretary for Native Affairs, RN Jones. Wai 814 #A4, p. 10.

By the 1950s, the bulk of the 121,788 acres in Te Tairāwhiti administered by the East Coast Commissioner was farmed. Those operating on Ngai Tāmanuhiri lands were Patemaru and Kopua Stations, and Pakowhai farm. One of the closing acts of the East Coast Commissioner in 1953 was to purchase Gibson's freehold Puninga titles so that Pamoa Station, too, could be returned as a viable economic unit (see Figure 42).[459]

Figure 42: Land purchase for Pamoa Station, 1953[460]

[459] The East Coast Commissioner had first to overcome the Acting Minister of Maori Affairs' presumption that public money was at stake: 'There is no question of the Crown's purchasing European land for Maori farmers. In effect, the transaction is a private one between Mr Gibson and the owners of the Maraetaha Blocks, who have the money required, but while the legal title remains in the East Coast Commissioner the consent of the Minister of Maori Affairs is required', Under Secretary Maori Affairs to Acting Minister of Maori Affairs, 17 July 1953, R19527803.

[460] With Deputy EEC Bull to Undersecretary Maori Affairs, 25 May 1953, R19527803.

In 1953, the owners of the various trust estates were incorporated and the following year the trust lands were returned, and control of farming operations taken over by committees of management. As part of the dissolution of the trust, it was agreed that the balance proceeds owing from all blocks sold since 1892 should be paid to the owners, any such 'compensation' first adjusted to take into account expenses paid out on behalf of each block. Doing so required the owners to engage in yet another court inquiry into beneficial ownership. By 1951, the proceeds from the sale of Maraetaha 2 Section 4 half a century before had a book value of £9,603 5s 7d (being the sale price of £15,967, less the liability by 1906 of £11,846 5s, plus interest since). The claim was reduced by the Māori Land Court to £5,347 16s 1d for reasons which are not clear.[461] The distribution to owners began in 1959. In 1967, against the wishes of the East Coast Maori Trust Council to have unclaimed monies paid to the Muriwai Māori Committee for the benefit of the marae, the Minister of Māori Affairs insisted the sum of £1,109 4s 3 be paid into the Māori Education Fund instead.[462]

The petitioners' complaint in 1909 which opens Part One about the East Coast Commissioner's lack of sympathy and their own disempowerment was a source of ongoing pain and frustration. It was not until the Native Purposes Act 1935, in response to another petition about the lack of transparency in the commissioner's management, that provision was made to establish block committees for the trust lands.[463] The East Coast Maori Trust Council, an overarching consultative body, was established only at the close of the Trust regime, in 1949.[464]

As Mafeking Pere pointed out to a Committee of Inquiry in Gisborne in 1941, and as the East Coast Commissioner himself admitted, liquidating the trust lands' indebtedness cost Ngai Tāmanuhiri more than any other people, two thirds of their lands in the hands of the Board having been sold to salvage the lands of others.[465] Maraetaha 2 owners received negligible direct economic benefit from the half century of East Coast Commissioner administration: no dividends were paid from farm profits until after 1940. Annual dividends between 1940 and 1950 averaged 10 shillings per share: two-thirds of the beneficial owners in Maraetaha 2 Sections 3 and 6 received less than £5 once a year.[466] The sole instance of assistance afforded by the East Commissioner occurred after a typhoid epidemic in 1913,

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[461] Murton, Wai 814 #A35, p. 55.
[462] Orr Nimmo, Wai 814 #A4, pp. 313, 334; see also 7.4.
[463] Murton, Wai 814 #A35, p. 81; 89. The petition was that of Turi Carroll and 102 others and included complaints that owners were not employed on the farms, and that beneficiaries be given more information about accounts.
[464] Section 28, Maori Purposes Act 1949, discussed in Murton, Wai 814 #A35, p. 81.
[465] Murton, Wai 814 #A35, p. 82. 'They have been', Pere told the committee, 'a sort of Salvation Army to the general trust ...', 'Report of Proceedings of Committee Appointed by the Honourable Native Minister to Inquire Into
Certain Matters and Questions Affecting the East Coast Trust Lands', 1941. MA 1 13/33a, cited in Murton, p. 83.
[466] Murton, Wai 814 #A35, p. 108.

when six cottages were built on higher ground at Muriwai to replace condemned housing at the original settlement closer to the Waiwherowhero lagoon.[467]

Living conditions for the impoverished community at Muriwai throughout the first half of the century were deplorable. A 1937 housing survey found that most of the 31 dwellings there required extensive repairs: many homes were overcrowded, with earth floors, unlined walls, leaky roofs, and poor cooking facilities. Ironically, the community's water supply was first identified as an issue during the typhoid epidemics of the early twentieth century and remained one into the 1950s. None of the dwellings in the 1937 housing survey had baths or sanitary facilities.[468]

Towards its close in 1951, the East Coast Lands Trust was publicly lauded as illustrating 'visibly the guardianship principle written into the Treaty of Waitangi.'[469] The Commission established from 1902 could be construed as well-intentioned paternalism: most of the trust estate was preserved and developed under the 50-year plus reign of state control. More accurately, however, the state intervention prioritised the productive utilisation of tribal homelands for its own ends, subordinating the property rights of the tribal landowners who were thoroughly marginalised throughout the entire period.

[467] Murton, Wai 814 #A35, p. 134.
[468] Murton, Wai 814 #A35, p. 231.
[469] *Gisborne Herald*, 8 December 1951, cited in Murton, Wai 814 #A35, p. 80.

Back story #7 Definition of relative interests, 1912-1913

Maraetaha 2 owners did not receive the proceeds from the sale of the Waingake catchment to the Gisborne Borough Council in 1905 because, notwithstanding the 1882 title determination and the 1896 Validation Court arrangements, East Coast Commissioner Coleman maintained they had never been ascertained. The commissioner applied for the determination of ownership of Maraetaha 2 Sections 3, 4 and 6 in March 1909, four years after the sale and purchase. The application was heard by Judge Jones in June 1912, following an inquiry held by a committee of owners themselves earlier that year. Jones had acted for owners of Te Puninga Block in the Validation Court proceedings of 1896, and therefore, one assumes, possessed some understanding of the issues and parties involved. The minutes of the court case, however, are largely illegible and what follows is based on Jones' detailed account of the proceedings to justify dismissing the appeal of the decision the following year.[470] Significantly, the inquiry into relative interests in 1912 provides an insight into Ngai Tāmanuhiri's long-held grievance about the shares being treated as equal for the purpose of Crown purchasing. The owners turned up in numbers for the hearing, the relative interests case argued in terms of hapū, rather than individuals.

The prior owners' committee had held that entitlement to the trust lands properly belonged to those who had not sold their interests to the Crown by 1896, that is, that 'only the non-sellers are now in the Title.' But they also held that as the interests were sold by individuals rather than hapū, it would be inequitable to have those same sales by individuals affect the share of their respective hapū. In court in 1912, after more than a week of out of court negotiation, agreement was reached in the first instance to apportioning the balance of the tribal lands between hapū.[471] The combined residual area of Sections 3 and 6 was 4,698 acres, treated for the purposes of relative interests as acre-shares. This was split between six hapū in the following way:

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[470] 'Maraetaha Nos 2 Sections 3, 4 and 6 Decision', Application Block file Maraetaha Box 119, Maori Land Court Tairāwhiti.

[471] The *Poverty Bay Herald* reported that the out of court arrangement had not been easy: 'The subject aroused considerable difference amongst the various hapus and there has been a great amount of heartburning amongst the opposing factions. Eventually, however, a compromise was effected, and agreed to by all parties. The allocation of the allotments amongst the various families will also be keenly contested, and is expected to take some time, but it is only a matter of interfamily quarrels; and cannot affect the settlement arrived at.' 22 June 1912 p. 4. Ngati Rangiwaho engaged a solicitor from Auckland, a Mr Earl, to represent their interests and Matenga Waaka and others were represented by Mr HJ Finn.

Table 5: Maraetaha 2 Sections 3 & 6 relative interests, per hapū, 1912

Hapū	Shares
Ngati Kahutia	1875
Ngati Rangitauwhiwhia	1635
Ngati Tawehi	390
Ikaiteati	266
Ngati Tuteuruao	84
Ngati Rangiwaho	448
Total	**4,698**

Once agreement had been reached on the hapū share, each hapū then compiled its own list of individual owners and their relative shares. Judge Jones' account alludes to some of the individual shares being associated with the payment of court costs. 'The whole proceedings', he later reported, 'show that there was considerable discussion and ample opportunity to bring before the Court any matter in doubt or dispute. Each hapū list was finally settled by allotment to the individual member and the Court made its order accordingly.'[472]

Many of beneficial owners emerged from the definition of relative interests with one or two shares. Some individuals received close to 100 or more. Shortly after the hearing, Wi Pere objected to East Coast Commissioner Coleman that eight people who had been included had no 'actual' rights in the land, but had been admitted 'out of aroha'. Their inclusion in the recent award, he maintained, was on the distinct understanding that it was only in relation to the unsold land, not a share in the sales proceeds.'[473] An appeal on these grounds was subsequently lodged by Paora Kohu. It was dismissed as 'inexplicable' by Judge Jones the following year.

The net proceeds from the sale of Maraetaha 2 part Sections 3 and 6 were finally distributed to the individual beneficial owners over 1913-1914 once the appeal of the case had been dismissed and after further petition.[474]

[472] Application Block file Maraetaha Box 119, Maori Land Court Tairāwhiti
[473] Coleman to Judge Jones, 19 July 1912, in ibid. Of the eight, Hamiora Mangakahia had 90 shares and Wiremu Paekohe 104.
[474] Murton, Wai 814 #A35, pp. 56-57.

Back story #8 Mangapoike catchment afforestation, 1976-1985

Borough Council Engineer GF Clapcott had envisaged that the Mangapoike catchment obtained for water storage in 1947 would be left to regenerate in bush. A 1950 report on the catchment confirms that the ecological principles at stake were not unknown at this time:

> If Gisborne Borough Council is solely concerned with water supply, then plant no trees at all. Provided area is fenced against stock, and fire is kept out, the ground will soon be completely colonised by manuka. This in turn will be replaced by indigenous shrub vegetation which will spread out from the gullies and from nearby indigenous forest. Ultimately, in say 150 to 200 years time, an indigenous high forest will redevelop. Lock the area up, fence it against stock and protect it from fire.[475]

From the outset, however, there existed a competing tension to wrest a revenue from the council land through afforestation. The same 1950 report acknowledging Clapcott's preference above ended with the borough council's consideration of 'return' also: to plant a 'dual-purpose forestry' and thereby 'kill two birds with one stone'.

The No. 1 catchment was, in fact, declared a sanctuary in 1949 and left to regenerate in dense manuka. The balance of the council's Mangapoike catchment holdings, acquired decades before their intended use as reservoirs, were grazed by adjoining farmers. As set out in Part Two, Coop's right to continue to occupy the part of his farm taken in 1947 for waterworks (what in the 1970s became the No.2 Williams dam) was part of the memorandum of agreement reached at the time. In 1960, the Gisborne City Council sued his estate for overdue rental, which was finally settled in 1963 and which required his successors to vacate at once.[476] For the next 14 years, Hineroa Station occupied the No. 2 catchment for an annual grazing rental of $100.[477] The casual grazing within the watershed conflicted with waterworks management but for the most part it was allowed to continue. The boundary fence between Pamoa Station and the No. 2 Williams catchment was only completed in 1975.[478] By 1983, two-thirds of the No. 2 catchment had reverted to natural scrub (see Figure 43). Within the Mangapoike 1A

[475] Report on Mangapoike Catchment Area, 9 March 1950, D/24/4C 54/01 Water Supply 1953-1959.
[476] Deed of Compromise, 1963, in R26 Waterworks Reserve, 22-218-47.
[477] City Engineer HC Williams to Town Clerk, 30 May 1979, D/15/1B W5/3/01 Mangapoike Land Lease to NZFS 1978-1986.
[478] City Engineer HC Williams to Town Clerk, 15 May 1975, D/24/4A 54/03 Water Supply, 1965-1975.

catchment, taken from Pamoa Station much more recently, the portion of regenerating scrub was more like one-third.[479]

Figure 43: No.2 Williams Dam, September 1982[480]

As set out in Part Two, afforestation of the lakes catchment was signalled in Gisborne City's 1971 water supply report, but only as a corollary to the Puninga project. One of the selling points of developing the Puninga catchment was the proposed recreational use of the reservoir, which would alleviate the pressure on council to open the Mangapoike waters to the public. However, the aim that the Mangapoike lakes be 'perpetually retained as wild life sanctuaries with public access denied' did not necessarily rule out exotic forestry. On the contrary, in his closing sentence on Puninga afforestation,

[479] City Engineer HC Williams to Commissioner of Works & Development, 19 October 1983, D/24/6B 55/02 Water Supply 1980-1983.
[480] N.106 – 155138 in D/24/6B 55/02.

City Engineer Harold Williams suggested that the joint venture with NZFS might also incorporate the 1,000-acre catchment, on the grounds that the risks of both fire and water quality would be 'well spread and thereby lessened.'[481]

Part Two has set out the circumstances behind the Puninga project from 1971, which lead to the addition of the Puninga catchment to the Wharerata State Forest and mounting pressure on Maraetaha Incorporated to sell or at the very least afforest Pamoa Station for the proposed dam. In the same era, Gisborne City Council acquired a further 105 acres from Pamoa Station for the Mangapoike 1A dam, which was completed in 1972. Williams No. 2 Dam was built by 1974. Interest in the 'multiple use' of the lakes catchment, ostensibly as a potential employment scheme, began in early 1976, once the reservoirs were in place. In addition to afforestation, Williams was directed to explore the potential of the lakes for trout fishing and other recreational use.[482] The city engineer visited the catchment with NZFS District Forest Ranger E R Kearns in March that year. He also sought advice from the Hawkes Bay Regional Water Board and from a number of local bodies throughout New Zealand having water supply catchment areas in forestry.

It took the forest ranger 22 months to report back to the council on the proposal, a reflection perhaps, of the low priority he accorded the enterprise. The lakes catchment made for a relatively small forest proposition, particularly once 'buffer zones' left in natural regeneration around the lakes' edges were deducted (see Figure 44). The catchment was also separated from the Wharerata State Forest, Kearns pointed out, by Pamoa Station.[483]

Kearns nonetheless considered that afforestation, if well managed, was not incompatible with the water and soil conservation required for its primary purpose as a water supply. If anything, he argued, the removal of animals and the filtration effected by forest cover would improve water quality. Fire risk, too, would be diminished: highly flammable scrub and fern replaced by a tended forest, and roads developed to previously inaccesible areas. The Forestry Service would be interested in purchasing or leasing the land for afforestation, he advised, but the small scale precluded any joint venture.[484] Williams received contrary advice from the Hawkes Bay Catchment Board, which preferred that the catchment be left in manuka and regenerating forest as the best watershed protection, in terms of water quality and yield. From Nelson came the caution: 'we would never replace regenerating native bush

[481] Gisborne City Water Supply Report 1971', p. 67.
[482] City Engineer HC Williams to Town Clerk, 3 March 1978, D/15/1B W5/3/01.
[483] District Forest Ranger Kearns to Town Clerk, 1 March 1978, D/15/1B W5/3/01.
[484] Ibid.

with exotic plantations in our waterworks reserves because of reduction of the water yield during droughts, and discolouration of the supply during wet weather milling operations.'[485]

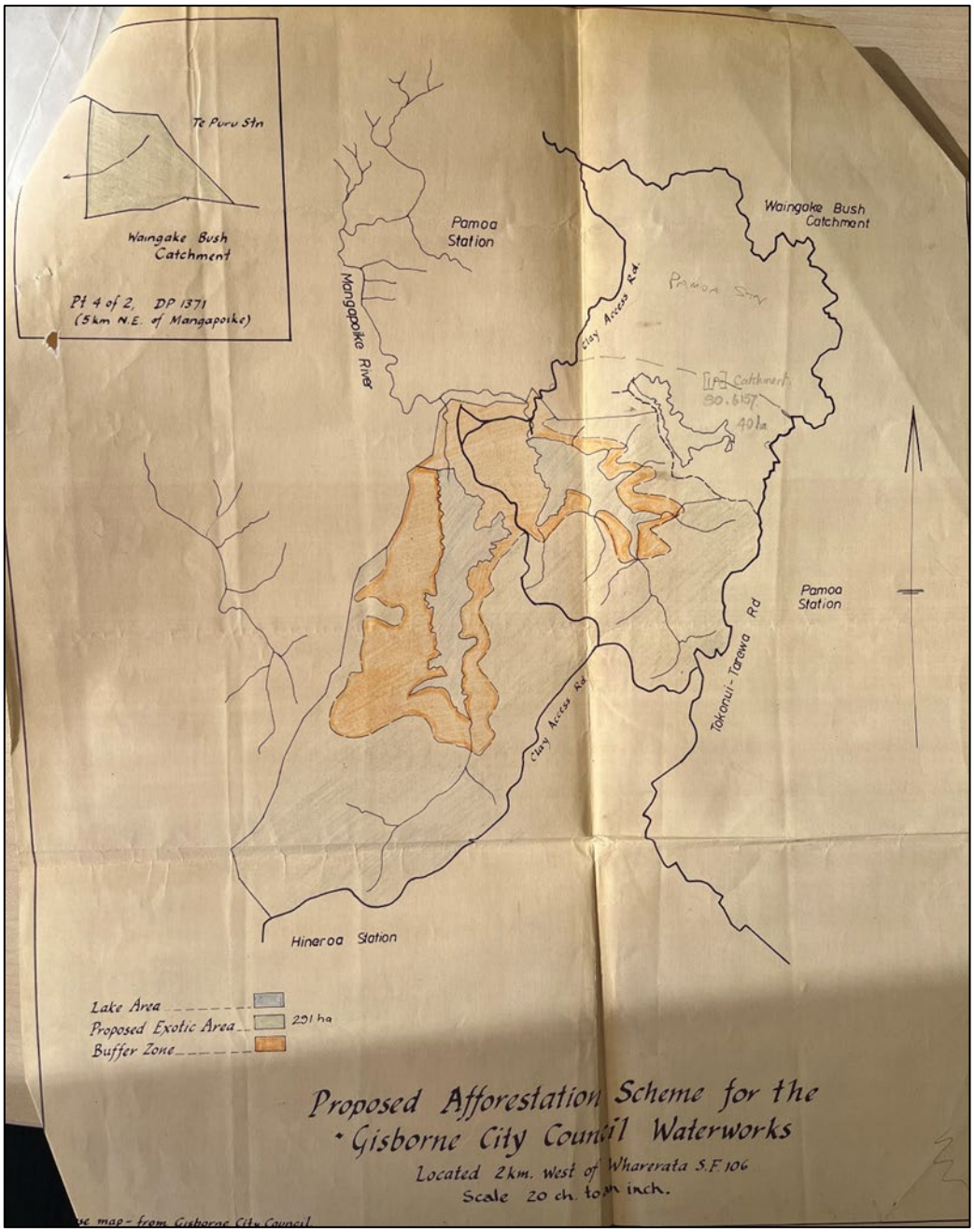

Figure 44: Proposed afforestation of Mangapoike Dams Catchment, 1978[486]

[485] GA Toynbee, City Engineer Nelson to City Engineer Gisborne, 26 May 1978, D/15/1B W5/3/01.

The city engineer reported to council in March 1978. Williams was averse to stocking the lakes with fish but considered the District Forest Ranger's lease proposal based on the afforestation of 291 hectares (719 acres) worth pursuing. Curiously, the proposal in 1978 seems to have contemplated the inclusion of 24 hectares of the Waingake Bush Catchment purchased in 1966 from Te Puru Station, but not the 42.5 hectares of Mangaipoike 1A catchment the council had acquired from Maraetaha Incorporated more recently (see Figure 44 above). In an update to the town clerk in May 1978, Williams again recommended further investigation of a forestry lease. But his ambivalence about afforestation arising from the potential impact on the integrity of the water supply remained: 'The only alternative which I consider should be entertained is that of doing nothing at all and continuing with the original Clapcott proposition that the land be allowed to revert into Manuka and ultimately into native tree cover.'[487] The following week council informed the Forestry Service of its decision in favour of a forestry lease.[488] In August 1978, a blank draft lease supplied by the Forest Service was forwarded by Williams to the city council's solicitors.

Nothing came of the NZFS lease, the proposal beset by a mix of ecological, economic and legal constraints. Williams tried to reactivate matters in January 1981, and it was at this point that he discovered the city council's purchase of the 1A catchment had never been registered.[489]

Two years on, in April 1983, the Forest Service sought clarification from council about the area to be planted, wanting the 'buffer zones' clearly demarcated on the ground. Williams arranged for aerial photos. In August that year, another site visit took place with Kearns' successor, Harry Saunders, to discuss the project. Williams' concerns about the impact of forestry on water quality were allayed, but he continued to worry about control of the catchment under lease to NZFS.[490]

By May 1984, the area to be planted had been mapped and a draft lease prepared. For the District Forest Ranger, the afforestation of the Mangapoike catchment was now a matter of 'considerable urgency', the marginal economic returns expected from the venture (attributed to the cost of access for such a small

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[486] 'Proposed Afforestation Scheme for the Gisborne City Council Waterworks', with District Forest Ranger to Town Clerk, 1 March 1978, D/15/1B W5/3/01.
[487] City Engineer HC Williams to Town Clerk, 26 May 1978, D/15/1B W5/3/01.
[488] Town Clerk BF Miles to District Forest Ranger, 1 June 1978, D/15/1B W5/3/01.
[489] City Engineer HC Williams to Town Clerk, 7 January 1981, D/15/1B W5/3/01.
[490] Williams' experience with respect to the forestry venture at Puninga, in which he felt the council had lost control of the land management, continued to irk. His lengthy and somewhat obscure letter to the District Forest Ranger was met by the response that the Forestry Service would not proceed without a lease agreement, which they had yet to see. District Forest Ranger to Town Clerk, GCC, 29 August 1983, D/15/1B W5/3/01.

area) offset by the need to keep forest workers in work.[491] In June, permission was sought to upgrade the track on the southern boundary of the waterworks bush catchment to access and plant the newly acquired Waituna Station, and to scrub-cut the Mangapoike catchment in preparation for planting.[492]

At this point, however, the city council changed tack, questioning the lease option for a joint venture model instead. A sub-committee was appointed to consider afforestation options and independent advice obtained from forestry consultants PF Olsen & Co. In October 1984, the District Forest Ranger was told of the subcommittee's resolution against leasing on an annual rental basis. MW Hockey for the Forest Service came back with a stumpage-sharing proposal of 14 per cent one week later, concerned that further delay would mean laying off permanent employees.[493] He had previously pointed out that the measures to protect the integrity of the water supply compromised the economic return from the venture.[494]

By March 1985, the District Forest Ranger had yet to receive a response. Having called in person and phoned several times, an exasperated Hockey informed council of worker lay-offs at Wharerata, but that the Forest Service would still appreciate a decision on the lease 'one way or the other.'[495] At the end of April, Hockey informed council that the Forest Service mandate for employment creation had been withdrawn and that, as a result, the Mangapoike afforestation project could no longer be economically justified. The lease negotiations were effectively ended, he wrote, and the Forest Service now sought a formal easement for the access on council land to the Waituna Block.[496] This request, too, remained unanswered, prompting another letter from the Forest Ranger in September 1985. Temporary permission was granted to use the road in December 1985, on the written undertaking that the Forest Service maintain and repair any damage. A formal easement would be considered, the acting town clerk advised, if the Forest Service prepared the necessary legal paperwork.[497]

The New Zealand Forest Service was abolished in 1987. Its environmental and conservation functions were taken over by the newly established Department of Convervation and logging operations and associated land passed to the Forestry Corporation of New Zealand. The proposal to convert the Mangapoike Dams Catchment to commercial forestry resurfaced seven years later in the context of the

[491] District Forest Ranger to Town Clerk, 13 January 1984; Hockey to Town Clerk, 11 May 1984, D/15/1B W5/3/01.
[492] District Forest Ranger to Town Clerk, 19 June 1984, D/15/1B W5/3/01.
[493] Hockey for District Forest Ranger to Town Clerk, GCC, 2 November 1984, D/15/1B W5/3/01.
[494] Hockey for District Forest Ranger to Town Clerk, GCC, 1 August 1984, D/15/1B W5/3/01.
[495] Hockey for District Forest Ranger to Town Clerk, GCC, 7 March 1985, D/15/1B W5/3/01.
[496] Hockey for District Forest Ranger to Town Clerk, GCC, 30 April 1985, D/15/1B W5/3/01.
[497] Acting Town Clerk JA Geard to District Forest Ranger, 6 December 1985, D/15/1B W5/3/01.

council's Pamoa Forest joint venture with Juken Nissho and the battle to save an ecological corridor between the Waingake Waterworks Bush and the Mangapoike lakes, set out in Back story #10.

Back story #9: 'the understanding of neighbours …'

The initial waterworks acquisitions in 1905 resulted at least in part from the cosy relationship between the Trust Lands Board and local government: all three board members had a local government background and one of them was a Gisborne Borough Councillor at the time. The Bush-line easement in perpetuity conveyed by the board to the borough council for 10 shillings the following year is another striking example of local body fraternity.

Even without such overt favour, however, East Coast Commissioner control facilitated council operations with respect to the water supply. One of the primary goals of the statutory intervention in 1902 had been to 'open up' Māori freehold land for settlement, by effectively removing the vested lands from the differential legal restrictions attached to Māori land. Dealing with a single commissioner was much more straightforward and familiar for local government than dealing with multiple and largely unknown Māori land owners. The two subsequent land transactions between the borough council and the East Coast Commissioner for waterworks (in 1947 and 1951) appear to have been the result of direct negotiations.

As set out in Part Two, much of the water supply infrastructure relied on the good will of neighbouring property owners. The construction of the Dam-line through private property without a legal easement is a case in point. In the case of the Bush-line, the pipeline replacement and access road through Patemaru Station in the 1960s fell outside the surveyed easement. In both cases, in addition to accommodating the physical structure through their properties, the 'indulgence' of these private property owners was required for ongoing repair and maintenance of the pipeline. Over his 30-year career, council engineer HC Williams preferred operating under 'the common understanding, unrecorded, of all parties', to such arrangements. As the correspondence over the Dam-line Boost demonstrates, cost-cutting was a major factor behind the 'history of arrangements.' But there was more to it than this. Williams' behaviour throughout displays an unquestioning presumption that the requirements of Gisborne's water supply trumped any private property rights. Fundamentally, it was this presumption that in his view deemed any formal, legal easement unnecessary. In February 1975, Williams seemed bemused by the city solicitor's concern over recent judicial questioning of the council's authority for the Bush-line through Patemaru Station, given that the pipeline now lay outside the existing easement. Williams could not find correspondence to suggest Maraetaha Incorporated had been advised about the council's 1962 pipeline upgrade. 'Whatever the legal position', the city engineer continued, 'it must be recalled that the owners at the time were very pleased with what took place, a large sum of public money being spent to provide

a metal road, concrete fords, cattle stops and other things through the properties traversed by the City pipe line, works which were of considerable value to the property and its farming operations.'[498] Five months later, wanting to install a water turbidity monitor at the Bush-line intake, the city engineer asked New Zealand Post Office for a quote to run cable, either overhead or underground, the six kilometres between the intake and the headworks at Waingake. Once again, there is no evidence that the Maraetaha Incorporated land owners were consulted. As Williams expressed matters to the Post Office district engineer, 'There is an all weather private road running alongside from the said Treatment House to the bush intake. The road itself crosses the Te Arai Stream in several places by means of concrete fords. The private access road, the City water pipe line and the proposed telephone line or cable route are situated on Pate-Moru [sic] Station an easement arrangement enjoyed by both parties.'[499]

Right up until his retirement, it seems, Williams not only considered that the quid pro quo of council expenditure compensated for the council's presumption, but that the landowners shared this view of matters. In the case of the 1980s Dam-line Boost, the 'privileges' on offer to Fairview Station included a complementary water and electrical connection, in addition to 'road maintenance and such things.' The city engineer, moreover, seems to have regarded himself personally responsible for the relationships which made such informal arrangements possible.

Evidence of council concessions to the property owners affected by the waterworks infrastructure is meagre. In November 1953, to accommodate a married shepherd's cottage on Patemaru Station, Deputy East Coast Commissioner Bull obtained council's agreement to a boundary adjustment on a 'give and take' basis. Keen to avoid survey costs and the legal expense of a registerable transfer, the commissioner sought a 10 metre x 30 metre triangle of borough land for the cottage yard, for which an area 'slightly larger' was offered in exchange.[500] He also obtained council's agreement to fence the boundary between the recent Mangapoike catchment acquisition and Pamoa Station, which Bull had recently purchased from Gibson. The following summer, the Deputy Commissioner sought council agreement to pump water from the settling tank at Waingake for domestic and station use at Patemaru. The matter was urgent, he wrote, the Station's spring supplies having given out. Once again, Council agreed – for a price – the water charged at 3 shillings per 1,000 gallons.[501]

In October 1962, Pamoa Station Manager Alexander Niven asked permission to demolish the council's Mangapoike No.1 Dam construction huts. Niven was wanting to recover building materials from the

[498] City Engineer HC Williams to Town Clerk, 11 February 1975, D/24/4D 54/03 Water Supply 1965-1975.
[499] City Engineer HC Williams to District Engineer NZPO, 25 June 1975, D/24/4D 54/03.
[500] Deputy East Coast Commissioner FH Bull to Town Clerk, 5 November 1953, C/06/6B Waterworks 1942-1952.
[501] Deputy East Coast Commissioner to Town Clerk, 14 January 1954, C/06/6B.

derelict buildings and offered to clean up the site. Williams passed on the request to the town clerk, with the pointed elucidation that Pamoa Station bounded the catchment 'across which a mile of the pipe line traverses.' Williams' support was conditional on the best hut there being left and repaired and he recommended council agree to the request 'in recognition of the co-operative relations that have existed between Pamoa and the Gisborne City Council in the past.'[502]

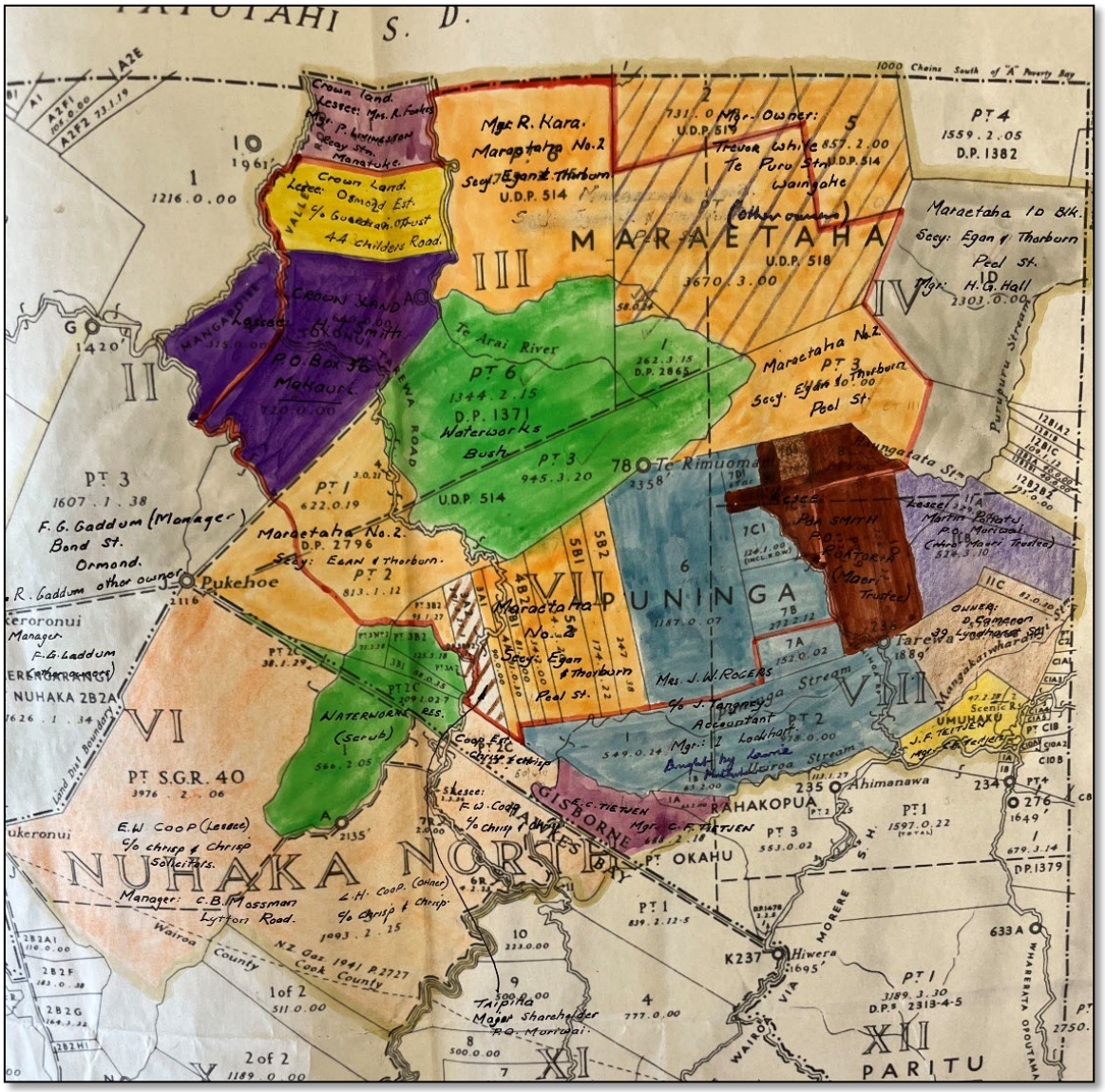

Figure 45: Gisborne Borough Council's waterworks neighbours, 1965[503]

[502] City Engineer HC Williams to Town Clerk, 29 October 1962, D/24/3D 53/01 Water Supply 1956-1975.
[503] Ibid. The plan was based on WW131 Adjoining owners to Waterworks Reserves, GDC.

On the whole, most aspects of water supply management hinged on 'co-operative relations' which demanded the one-way forebearance of the neighbouring land owners. The council's goat eradication program from 1965, for example, extended well beyond the bush catchment at Waingake. Annual culling was proposed over the surrounding farmlands within a one-mile radius (involving three to four men camping in the area until the work was completed – the red line encirclement shown in Figure 45 above), and periodic culling (every four years) within a two-mile radius (the balance of coloured cadastral). The affected neighbours from whom cooperation was requested included the Maraetaha Incorporated's Pamoa, Patemaru and Kopua Stations.[504] By the 1980s, goat control in the council's waterworks properties was undertaken by the New Zealand Forest Service, rather than council staff.

Making the Waingake Waterworks Bush stock-proof was also prioritised by council at this time: either repairing or replacing the existing boundary fences, or, in the case of Smith's Creek, starting from scratch. Maraetaha Incorporated and other affected neighbours were appraised of council's plans in November 1965. In addition to bearing half the cost, Maraetaha Incorporated was also asked to supply the fencers with meat and bread, to be deducted from the bill.[505] Six months on, Williams recommended that the sundry amount charged to Pamoa Station to date for 'patching' the existing fence be waived in light of the recent repair work undertaken by the station on its own initiative.[506]

Controlling noxious weeds also required liaison, the city council undertaking weed control along Tarewa Road in January 1968 on a 'cost-sharing basis' with Pamoa Station. This occasion, however, prompted Williams to complain to Cook County Council about its failure to control the ragwort 'infestation' on Patemaru Station which, he maintained in his characteristically circuitous way, threatened to undo the council's efforts to control blackberry within the Mangapoike Dams Catchment:

> My Council has spent some thousands of dollars in blackberry control measures at its Mangapoike reserve to the south of the Waingake bush with some, but not complete success. However its task is particularly onerous in that waterworks reserves are not intentionally stocked and are being deliberately allowed to revert to scrub and other natural cover. It has no real motive, other than to confirm with County noxious weed ordinances, to take an interest in noxious weed eradication at all, and I would therefore appreciate from you some assurance that its work is purposeful and likely to be substantiated by complementary measures on the neighbouring properties. It does appear to my observation

[504] City Engineer HC Williams to District Forest Ranger, 23 February 1965; 'Circular Letter to Farmers of Adjacent Land', 9 March 1965, D/24/4D 54/02 Water Supply, 1960-1968.
[505] Town Clerk to Secretary, Maraetaha Incorporated, 10 November 1965, D/24/4D 54/02.
[506] City Engineer HC Williams to Town Clerk, 15 March 1966, D/24/4D 54/02.

> that contiguous properties are doing nothing about black berry control at all and next to nothing with respect to ragwort.[507]

In response, the county council informed Williams that the noxious weeds inspector had matters in hand, and that ragwort posed no threat to the catchment reserve because it could not grow under canopy. Two summers later, Williams enlisted the help of Gisborne's Canoe and Tramping Club members over two days to pull out the worst of the weed within the bush catchment which had not been sprayed. The city engineer was still annoyed by the presence of ragwort on the adjoining property, telling the town clerk that Patemaru Station was being 'remiss in carrying out its obligations.'[508]

In November that year, fire broke out in the Waingake Waterworks Bush. It was put out by the surrounding neighbours, 'who to a man answered the call at considerable inconvenience and disruption to their own affairs...'[509] A relieved Williams made a point of singling out those involved and tabling the list of volunteers before Council, telling the town clerk: 'I believe the incident has shown that … Council has a sympathetic and understanding array of neighbour farmers to whom it has good cause to be very grateful.'[510]

By way of future fire precaution, a 'fire access track' was cut from Tarewa Road through Pamoa Station and along the upper boundary of the bush catchment. Once again, obtaining the land owners' permission fell short of any formal easement. The key to the padlocked Tarewa Road gate was kept at the Pamoa Station homestead. In 1972, Williams also engineered a fencing realignment along the new access, following discussions between the Pamoa Station manager and the Resident Headworks Foreman (see Figure 46 below). The realignment created the illusion that new access lay within the council's property, when in fact it ran through Pamoa Station. As Williams explained the proposition:

> That is an alignment about five chains inside Pamoa property, thereby creating a small Pamoa holding paddock of about five acres. The proposition is that the new fence continues to be recognised as the boundary fence in terms of the Fencing Act and its mutual obligations but Pamoa continues to enjoy the use of its own five acres for as long as Pamoa alone continues to maintain the abandoned section of the G.C.C/Pamoa old boundary fence.[511]

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[507] City Engineer HC Williams to Cook County Clerk, 31 January 1968, D/24/4D 54/02.
[508] City Engineer HC Williams to Town Clerk, 23 February 1970, D/24/4D 54/03 Water Supply 1965-1975. Williams recommended payment of $200 to the club, deducting 3 'manhours' from his tally on account of female labour.
[509] City Engineer HC Williams to Town Clerk, 9 December 1968, D/24/4D 54/02.
[510] Ibid.
[511] 'Pamoa Stn: Te Arai Bush Boundary Fence', with City Engineer HC Williams to HG Hall, 26 September 1972, D/24/4D 54/03.

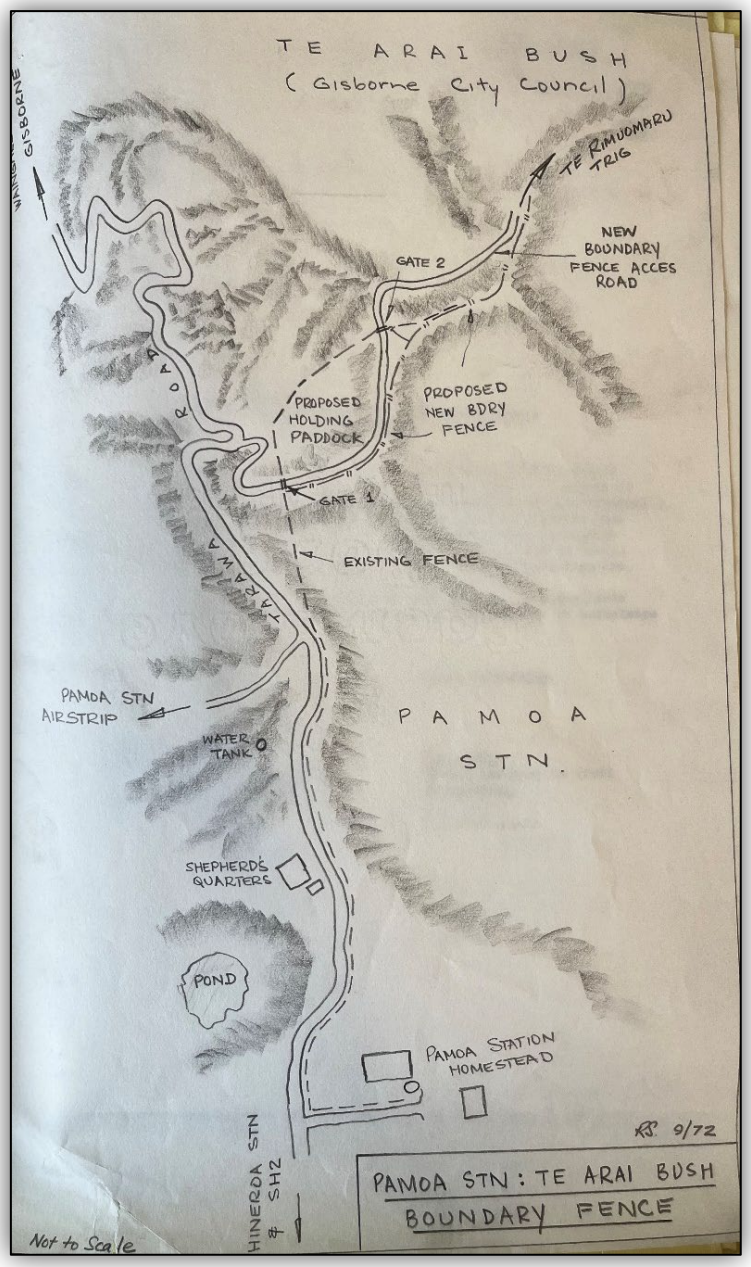

Figure 46: Fencing re-alignment through Pamoa Station, 1972[512]

Gisborne City Council's appropriation of another 100-acre bite of Pamoa Station in 1971 for the Mangapoike 1A Catchment was announced to Maraetaha Incorporation as a matter or urgency (although it took a further 10 years for the council to complete the formalities of the taking). The negotiations for

[512] 'Pamoa Stn: Te Arai Bush Boundary Fence', with City Engineer HC Williams to HG Hall, 26 September 1972, D/24/4D 54/03 Water Supply 1965-1975.

the catchment coincided with another request by council to its catchment neighbours for permission to remove river boulders for the construction of the No.2 Williams Dam.[513] Local government plans for the Puninga dam development scheme, published in the same 1971 document, threatened the viability of Pamoa Station altogether. As set out in Part Two, for the next decade, the spectre of compulsory acquisition or afforestation was ever-present, although not, ultimately, enforced. Williams later identified 'land ownership issues' as one of the factors working against the Puninga scheme. Relationships between Maraetaha Incorporated and Gisborne City Council seem to have become strained as a result.

A sign of the deteriorating relationship is evident in the city engineer's letter to the chair of Maraetaha Incorporated in March 1981 about scrubcutting within the Mangapoike catchment: 'on an area of land one time part of and still grazed by Pamoa', that is, the 1A catchment. 'I have to advise that scrubcutting thereabouts is disallowed on Council's property', Williams admonished. On the one hand Williams argued that the catchment was deliberately being left to regenerate naturally. 'In fact', he went on, 'a service organisation had a few years back planted quite a number of young native trees…' In the next sentence, Williams told of the city council's imminent exotic afforestation arrangement with NZFS. The upshot was clear: no further cutting must take place, and what had been felled should not be burned. Williams concluded:

> The Gisborne City Council has been fortunate over the years in having the understanding of neighbours with common boundaries with its water supply headworks, a history which it is most appreciative of. I trust your incorporation will feel sympathetic to the situation which now manifests itself, by arranging for compliance with the above wishes.[514]

The city engineer's chagrin at subsequently discovering the council's title to the 1A catchment had never been completed can only be imagined. It possibly explains his outburst to the town clerk 18 months later about the confused status of ownership, set out in Part Two.

In 1984, tension between the council and its waterworks neighbours came to a head over the issue of public access to the bush catchment through the incorporation's property. Public access to the council's waterworks properties had been strictly monitored. Replacement notices prepared in 1974, for example, strictly forbad entrance to both the Waingake Waterworks Bush and Mangapoike Dam Catchments, including for hunting or trapping, without written authority from the city council or water supply manager. At the entrance to the Clapcott Dam access road and the fire access track, the notice advised

[513] City Engineer HC Williams to Patemaru et al, 10 September 1971, D/24/3D 53/01 Water Supply 1956-1975.
[514] City Engineer HC Williams to Chairman, Maraetaha Blocks No.2 Secs 3,6 Inc, 27 March 1981, D/24/4A 53/03.

that permision was also required from the manager of Pamoa Station. Notice 10, located at the Waingake headworks, advised that permission was also required from the manager of Patemaru Station 'if continuing towards the Waingake Bush Intake.'[515] A decade on, however, council's practice had grown lax, public access now requiring only the verbal permission of Headworks management. By this time, to keep possum numbers in check within the catchments, 'one or two persons' wishing to trap during the winter months were permitted to do so, with the stricture that poisons could not be laid.[516] In the autumn of 1984, Geoff Drummond obtained verbal permission to trap along the access road around the upper boundary of Waingake Waterworks Bush – the 'fire access track' that began through Pamoa Station made at the behest of council in 1972.

In May 1984, Station Manager John Hawkins challenged council's right to grant access to the reserve through Pamoa Station to anyone else other than council staff or councillors on waterworks business. Hawkins had encountered Drummond accessing the bush catchment through Pamoa and felt aggrieved the trapper was there with council permission.[517] Williams conceded the point that recreational hunters, even those approved by council, clearly had no authority to use the city council's easement on Patemaru Station, and even less authority, 'if that be possible', to use the fire access track 'which Pamoa has allowed to be constructed on that property by agreement without any formal easement.' Clearly, Williams repeated to the resident waterworks manager, Gisborne City Council was not in a position 'otherwise than to cooperate with Mr Hawkins and his management committee in whatever they require …' Headworks staff were asked to show 'every possible courtesy to Mr Hawkins and his staff in matters to do with farm property outside Gisborne City Council ownership…' [518]

In his response, Waterworks Engineer PH Pole acknowledged that the relationship between farm management and the council's waterworks staff had deteriorated over the issue of recreational hunting access, but he denied that council staff were to blame. Hawkins and his family, he alleged, hunted throughout both the Waingake and Mangapoike catchments without council authority. 'It would seem that the Hawkins family wish to reserve the use of Council's properties to themselves as a private hunting preserve.' Pole considered Hawkins was being unreasonable: 'I am of the opinion that the efforts of Mr McCaffery and Mr Walker to avoid giving offence and to maintain some sort of working

[515] 'Notices for Waterworks Property', 12 June 1974, D/24/4A 54/03. There is evidence of earlier written authority for possum trapping on file, see for example, City Engineer HC Williams to DR Rothschild, 3 March 1971.
[516] Waterworks Engineer PH Pole to City Engineer HC Williams, 4 April 1986, D/24/5C 54/08 Water Supply 1985 & 1986.
[517] In subsequent correspondence, Pole disclosed that Drummond was thought to 'camp in a whare on Pamoa Station.' Waterworks Engineer PH Pole to Resident Officer, Department of Agricuture and Fisheries, 10 September 1984, D/24/5B 54/07 Water Supply 1984 & 1985.
[518] City Engineer HC Williams to McCaffery Waterworks Manager, 30 May 1984, D/24/5B 54/07.

relationship with Mr Hawkins have only resulted in his adopting an even more high handed attitude.'[519] The waterworks engineer had been advising recreational hunters to enter the upper catchment 'following the remains of the old fence up the watershed ridge from Tarewa Road.' He suggested it was time a fulltime ranger was appointed to look after the catchment properties: to manage public access for recreation, to police the use of poisons, to prevent cannabis growing, to construct tracks for rapid fire access, and to control noxious weeds and pests.

Bella Hawkins relates that her father and others from Muriwai whānau had a pig hunting club of their own, which hunted at Waingake. As it happens, Maraetaha Incorporated's management committee had invited Waterworks Manager McCaffery to meet with them to resolve matters before Hawkins lodged his complaint, but Williams had vetoed the idea.[520] In an extraordinary letter to Maraetaha Incorporated a week after speaking with Hawkins, Williams referred to the 'good working relationships and harmonious co-operation between all parties' that had existed since the borough council began drawing water from Waingake, before listing 11 issues or 'festering doubts which could lead to supposed grievances'. The city engineer began with the immediate issue of access over the incorporation's property both for council staff on legitimate waterworks business and 'for others' engaged in recreational hunting. The balance of his proposed 'topics' for discussion reads as a loaded, albeit obscure, censure of farm management – with regard to fencing and noxious weeds, for example – but also more generally. Topic No. 7 was: 'The degree to which farming activities should bring about works which impinge upon City Council waterworks land without prior acceptance of that by the City Council or its authorised officers.' The Muriwai whānau hunting did not go unremarked. Topic 9 read: 'The general use of bush and other catchment areas for hunting and other purposes by the neigbour private land-owners or their friends or work people.' Topic 6 suggested that the farms had tapped into the water supply: 'The supply of piped water from any part of the Gisborne's City Council's system, the degree to which the City Council's piped water system may be interfered with by unauthorised acts and the question of the payment for water to recompense the City Council for any costs.' Topic 11 was: 'Any question of matters which flow from locked gates, gates left open, worried stock, damage to farm property, assumed authority to permit access over the opposite party's land for whatever purpose.' All of these matters, Williams closed, could be settled by council officers 'without recourse to involving any committee of the City Council …' The management committee did not respond to the tirade.

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[519] Waterworks Engineer PH Pole to City Engineer, 31 May 1984, D/24/5B 54/07.

[520] City Engineer HC Williams to Secretary, Maraetaha Blocks, 6 June 1984, D/24/5B 54/07. Williams wrote: '... I regret that it was not considered advisable to permit him to take up that request in the light of my own uncertainty about minor problems which seem to have surfaced with the City Engineer being a little unsure about whether the City Council itself had of late been remiss in taking proper care for the respect it would wish for from its neighbours.'(!)

By August, Pole reported that the situation was 'quite out of control'. Council vehicles, the waterworks engineer related, now carried bolt cutters to 'go about their lawful business'. Drummond had allegedly fitted his own padlock on the farm gate at Tarewa Road, and a padlock placed by the waterworks manager at the catchment boundary had been allegedly cut off by Hawkins. Pole recommended meeting with the management committee soon, 'hopefully before matters at Waingake lead to physical violence.'[521]

The same week, cyanide was found on a possum line in the bush catchment. The culprit was the council-sanctioned trapper, Drummond. No action was taken against him for the offence. Headworks staff turned a similar blind-eye to his spray-painting of trees to mark tracks throughout the catchment reserve and his belligerence towards other hunters he encountered there. Two years later, Drummond's growing proprietorial behaviour about the reserve, which extended to disputing management decisions that interfered with his livelihood, finally prompted the Waterworks management to revoke their permission, in April 1986.[522] The invitation to tender for a six-month trapping permit over both the Waingake and Mangapoike catchments in May attracted eight applicants. The attached conditions specified that poisons, cutting or painting trees, and lighting fires were all forbidden. In addition, access to the council properties was to be via routes prescribed by council officers: 'The grant of a permit does not confer any right of way over any other property.'[523] In August 1986 the permit was again granted to Geoff Drummond and his associates.

As noted in Part Two, the issue of public access was part of the agreement reached between GDC and Maraetaha Incorporated in April 1988, with respect to the Bush-line access road through Patemaru Station. Under the agreement, council undertook to 'prepare and install signage warning public that the road was a private one, with access only by permission only from the manager of Patemaru Station.' To a degree, the formal agreement itself in the wake of Cyclone Bola marked a departure from the era of Williams' informal 'understandings'. The agreement stipulated that the access road would only be used by council for pipeline maintenance and the headworks, and further provided that the access road and pipeline would be surveyed for the purpose of obtaining a formal easement.

Public hunting in the Waingake Waterworks Bush was suspended altogether by council in 1989 during its 'sensitive' negotiations for the sale and purchase of Pamoa Station. In September that year, Water Supply Engineer Dave Kelly was prepared to grant the Poverty Bay East Coast Pig Hunters Club

[521] Waterworks Engineer PH Pole to City Engineer HC Williams, 20 August 1984, D/24/5B 54/07.
[522] Waterworks Engineer PH Pole to City Engineer HC Williams, 4 April 1986, D/24/5C 54/08 Water Supply 1985 & 1986.
[523] 'Conditions of Issue of Permits to enter Water Supply Catchment Areas for the purpose of Hunting or Trapping or Shooting', D/24/5C 54/08.

limited access to the bush catchment with a list of conditions 'in the interests of maintaining good relationships with neighbouring land owners' but another clash between the hunters and Hawkins stopped the letter from being sent.[524] PF Olsen & Co were instead engaged to undertake pest control. In its initial assessment, Olsen & Co credited Hawkins for the low pig numbers in the catchment, reporting that the farm manager had been 'most cooperative' in allowing access through the farms. Hawkins had also given permission to the contractors to shoot unmarked goats on both properties and to upgrade the access tracks for their use.[525] The company's report the following year was in the same vein. Later that month, an internal query about the use of contractors for pest control in the catchment was met by the rejoinder that the annual expenditure of $5,000 was 'minor compared with John Hawkins becoming non-cooperative.'[526]

The contract with PF Olsen & Co seems to have been ended with the sale and purchase of Pamoa Station. In response to a further inquiry in April 1992 from the Pig Hunters Club as to why the catchment was still closed to hunting, Engineering & Works Manager Bill Turner explained that 'the lease to John Hawkins was to expire in July, at which point the council would decide what to do with the land and consider, too, what was to be done about pest control. Even at this early stage, the closure of the homesteads at both Hineroa and Pamoa Stations was linked by District Urban Engineer Neville West to an upsurge in pest numbers, poaching and marijuana planting. In November 1992, West aired his concerns about the impact of the Forestry Rights Agreement between GDC and JNL on pest control, pointing out that the council's requirements for the water catchment did not necessarily align with those of the forestry company.[527]

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[524] Water Supply Engineer D Kelly to Secretary Pig Hunters Club, 27 September 1989, 01-290-32 Water Supply, GDC. The conditions required hunters to apply in writing, with vehicle details. No more than three hunters were to operate at any one time, for one-month periods only. Hunters were to phone ahead and access the bush from the county road, not from Pamoa or Patemaru Stations.
[525] Olsen & Co to Kelly, 9 November 1989, E/14/5A 01-290-02 Water Supply – Te Arai 1989.
[526] Urban Services Engineer NE West to Acting Manager Engineering & Works, 29 August 1990, E/14/5A 01-290-02.
[527] N West, 25 November 1992, E/14/5A 01-290-02.

Back story #10: Pamoa Forest: the ecological corridor and Mangapoike afforestation proposal, 1990s

In the interests of soil and water protection, the Pamoa Forestry Rights Agreement and Management Plan hammered out between Juken Nissho Ltd and Gisborne District Council towards the end of 1992 provided for 'riparian strips' at least 10 metres wide to be left unplanted on each bank along identified waterways. Additional areas of existing regeneration, containing 'significant numbers of regenerating indigenous forest … [with] such species as beech, rimu, tawa, tanekaha, and totara' were also identified, to be left in their present state as 'reserves'.[528] Of the total 1,607.4 hectares of Pamoa Forest, the bush and riparian reserves amounted to 188.2 hectares, around 11.7 per cent (marked green and pink in Figure 47).

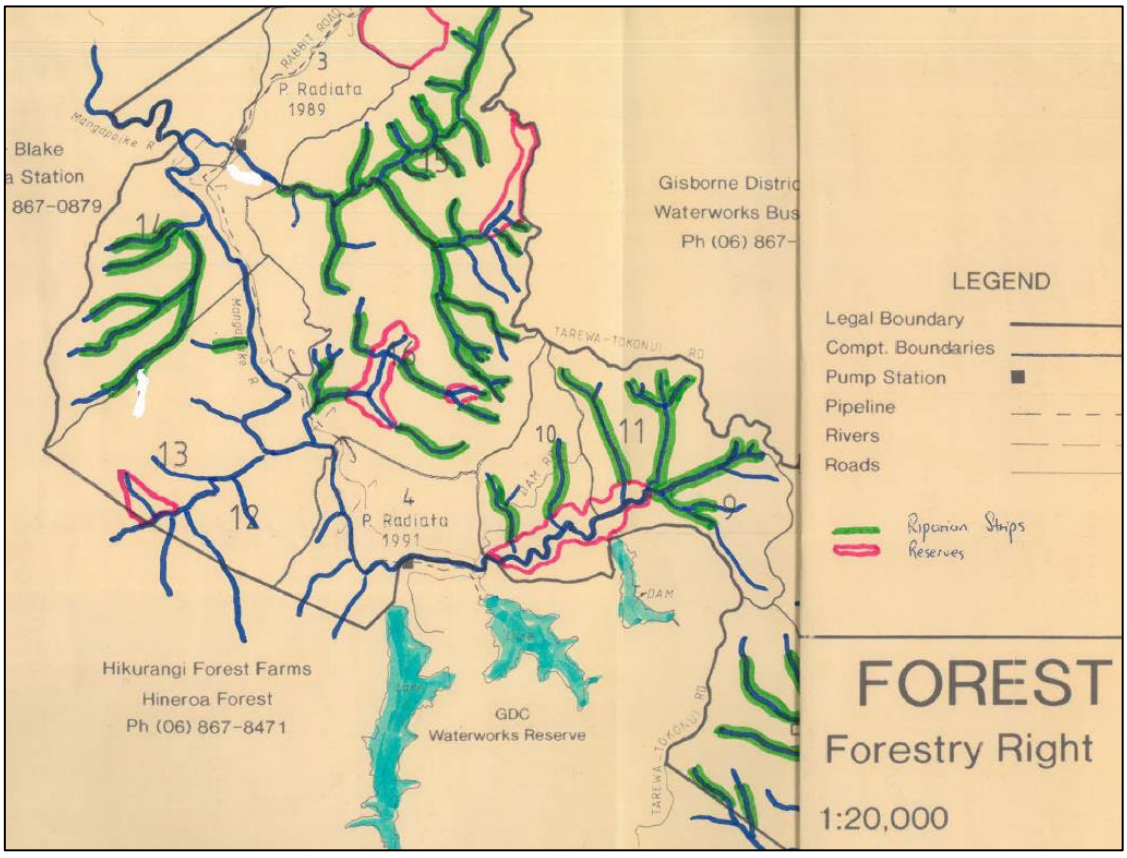

Figure 47: Pamoa Forest riparian and bush reserves, 1992-93[529]

[528] 'Pamoa Forestry Management Plan - Forestry Right', 1992-1993, B/18/6C.
[529] Ibid, appendix IV.

The Forestry Rights Agreement was still to be signed when the first concerns about the environmental impact of the joint venture were raised by the Tairāwhiti branch of the Maruia Society. Chair John Kape pointed out that the rare virgin native bush within the Waingake Waterworks Bush and the regenerating forest cover within the Mangapoike Dams Catchment were linked by a corridor of diverse native vegetation and secondary forest, now under threat from the proposed Pamoa afforestation.[530]

The society's proposal that the broad corridor between the two catchments be left to regenerate was endorsed, in late January 1993, by Paddy Gordon, Regional Conservator of the Department of Conservation, who offered to appraise the proposal. By this time, however, GDC Chief Executive Bob Elliot had pre-empted opposition by identifying a corridor to be left unplanted (see Figure 48). He also arranged a site visit with John Kape and JNL manager Sheldon Drummond which, he told the Regional Conservator, had assuaged Kape's concerns:

> Maruia – certainly Mr Kape – did not appreciate the extent and areas of lands at Pamoa and Fairview that our parties were in fact leaving as reserve or riparians. Both Juken Nissho Ltd and Council recognise the need to ensure that lands as appropriate are retained in their natural regenerating state and a linkage-corridor which we consider appropriate is to be secured.[531]

The Department of Conservation was welcome to assess the linkage corridor proposal in more depth, Elliot continued, 'but I nonetheless do not see this as really necessary.'

[530] Maruia Society Chair J Kape to Chief Executive, 22 December 1992, B/18/6C vol. 2.
[531] Chief Executive RDR Elliot to Regional Conservator Dept of Conservation, 19 February 1993, B/18/6C vol. 2.

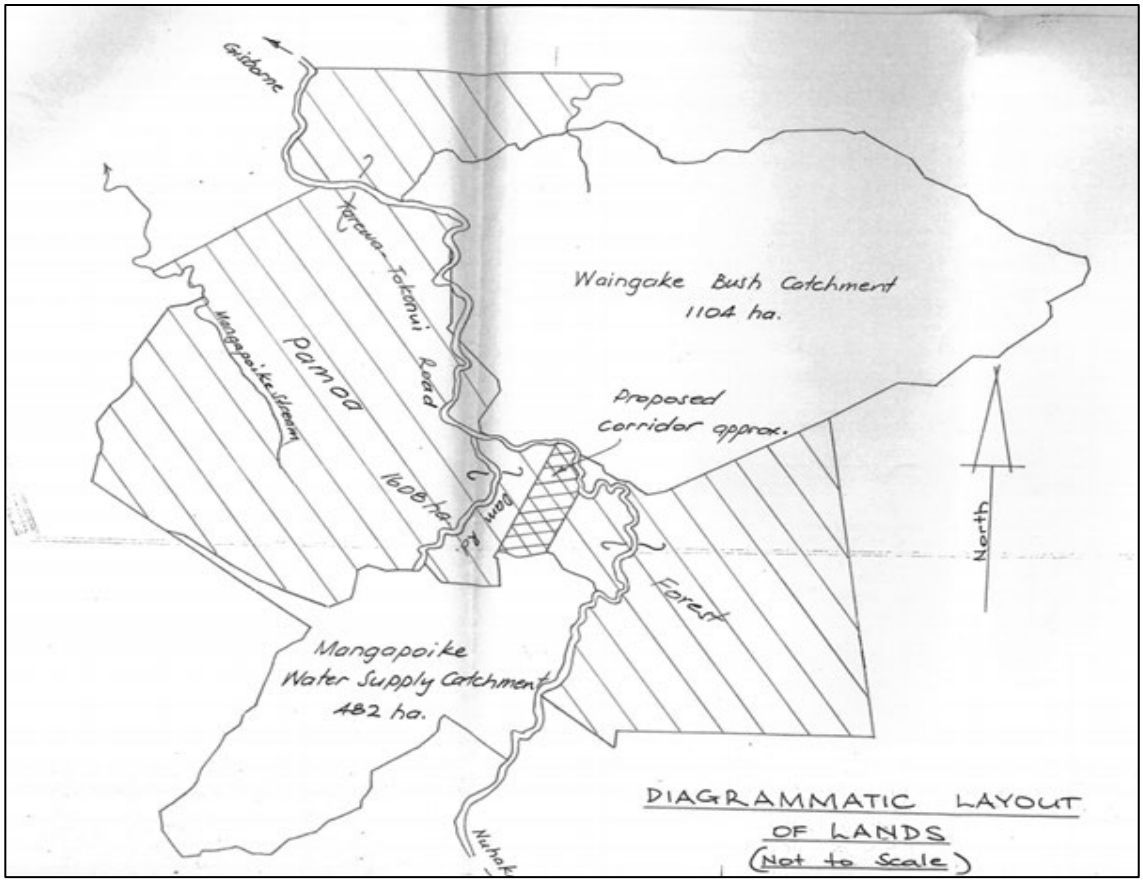

Figure 48: GDC's proposed corridor, January 1993[532]

DOC's assessment was completed by the end of April 1993. The Mangapoike catchment, it reported, was well on the way to becoming a diverse mature native forest, describing the Waingake Waterworks Bush as a stunning piece of virgin native forest, unique in the region. It concluded that the proposed crushing, burning and planting regime between the two catchments would destroy an important habitat, and that the loss of the corridor would in turn impact on the waterworks catchments. Not planting, it pressed, would be a wonderful opportunity for GDC to take a conservation lead, either by choosing restoration through natural regeneration or by tailoring the production forestry to achieve both conservation and an economic return for the community.

The corridor area identified by DOC was not significantly larger than the council's proposal[533], but report author Napier Conservancy Advisory Scientist Geoff Walls also recommended the corridor be

[532] In B/18/6C vol. 2.
[533] The difference was later estimated by DOC to amount to 49 hectares, or 3 per cent of the area to be planted, Regional Conservator Williamson,to GDC Councillors, 23 May 1994, B/18/6C vol. 3.

extended to take in the adjoining area 'A' – the western half of the former Pamoa Station – to create an unbroken forested catchment of some 2,000 hectares (see Figure 49).[534]

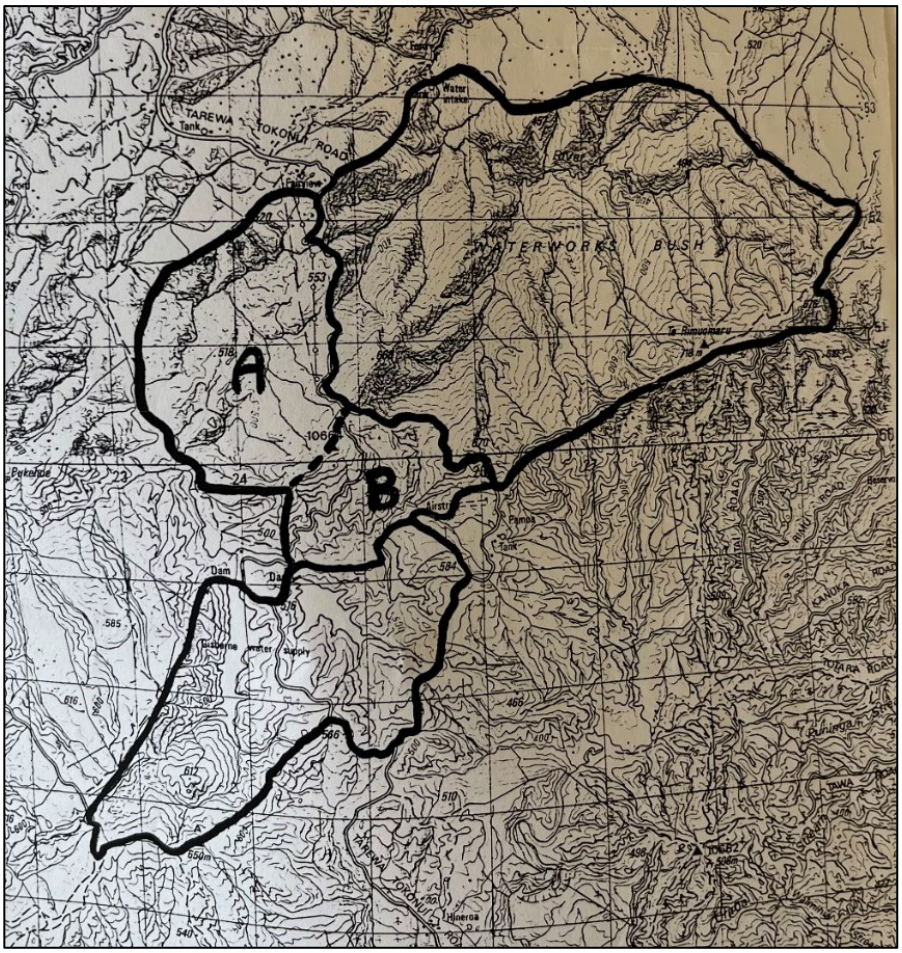

Figure 49: DOC's proposed corridor, April 1993

Neither Drummond nor Elliot were impressed and at the end of May, the Chief Executive relayed the councillors' decision that sufficient provision had already been made in the way of riparian and forest area to meet the Regional Conservator's ecological concerns.[535] A second entreaty from John Kape to

[534] Report enclosed with Regional Conservator Gordon to Chief Executive GDC, 21 May 1993, B/18/6C vol. 2.
[535] Chief Executive RDR Elliot to Regional Conservator, 31 May 1993, B/18/6C vol. 2.

reconsider the environmental impact of Pamoa afforestation met the same response.[536] Kape's specific concerns at this point suggest that clearance had already begun.

A second environmental impacts report prepared by Senior Conservation Officer Chris Ward at this time focussed on a proposed 110-hectare ecological corridor between the catchments (Area 'B' in the Figure 49 above). The photograph he took of the 'Pamoa Corridor' opens Part Two of this report. Ward's support for the preservation of a corridor drew attention to the New Zealand Forest Accord between forestry associations and environmental groups, which stipulated that new plantation forests exclude from clearance and disturbance any areas of naturally occurring indigenous vegetation. Ward considered that the Pamoa corridor would qualify as a Recommended Area for Protection under the Accord. Leaving it undisturbed, he countered, would only amount to a 6 per cent reduction in the proposed forestry project.[537] The proposal provoked a terse response from Elliot: the issue and its options were at an end, the Chief Executive informed the Regional Conservator. Should DOC and JNL wish to continue the debate that was their prerogative, but Gisborne District Council's debate was over.'[538]

Juken Nissho Ltd signed the New Zealand Forest Accord later that year.[539] The development prompted Chief Executive Elliot to quickly disclaim any onus on GDC to absorb the negative financial repercussions of curtailing the joint venture as a result. Elliot told JNL District Manager:

> You will only be too aware of the problems that both our parties had initially with the development of our agreement and the pressure that was applied by Department of Conservation and Maruia Society in respect to the protection of relatively large areas of our lands from forestry development. Council recognised that some areas of its Pamoa lands which were supporting regenerating native species were being targeted by the conservationists for retention so that in essence a corridor of natives would link the existing bush catchment with the water supply reservoir lakes.
>
> Council in conjunction with JNL agreed that only minimal areas of natives and others such as riparians would be retained in their natural state and the net land area to be afforested was then determined and formed the basis of our JNL/GDC Forestry Rights Agreement.
>
> We are now concerned to have the original agreed total production area apparently being reduced contrary to our Agreement. You will be well aware that Council's Agreement to the right with JNL was based on its returns from the original land area involved. Obviously if

[536] Maruia Society Chair J Kape,to Chief Executive Elliot, 10 June 1993; Elliot to Kape, 11 June 1993, B/18/6C vol. 2.
[537] Ward report, June 1983, with Regional Conservator Gordon to District Manager JNL Drummond, 18 June 1993, B/18/6C vol. 3.
[538] Chief Executive RDR Elliot to Regional Conservator, 30 June 1993, B/18/6C vol. 3.
[539] Elliot was wont to point out that it did so after the Forest Rights Agreement with Council, see for example, GDC 94/370, 29 June 1994, B/18/6C vol. 3.

> the land area available for planting is reduced due to decisions by JNL then that must have no impact on Council's original projected returns in value.[540]

In response, Drummond pointed out that JNL and GDC were in a partnership, and that any decision with respect to the DOC/Maruia reserve proposal must be a joint one. He suggested a meeting, telling Elliot he had an 'acceptable solution' which would enhance the public perception of the venture 'with little or no financial comprise.'[541]

There is no explicit record on file of Drummond's solution, but it is clear from what transpired that the 'trade-off' for the ecological corridor proposed by DOC was to be the extension of the afforestation project to the Mangapoike Dams Catchment. JNL/GDC now proposed to plant over 60 percent of the catchment in Douglas Fir, with potential development for recreational use of the lakes including stocking them with exotic fish species. DOC representatives learned of the proposal at a meeting with Chief Executive Elliot and Councillor Geoff Musgrave on 15 March 1994. Regional Conservator Peter Williamson was dismayed:

> Our understanding was that the Council had purchased Pamoa and Fairview Stations with a view primarily to protect the waterworks pipeline, and that commercial forestry was then formally chosen as the preferred land use. We are aware that the Council had contracted Juken Nissho to deal with the forestry components of the proposition. Our purpose was to seek your concurrence to leave in a corridor between the waterworks bush and the catchment of the three lakes.
>
> We were not aware that Council had formally planned to afforest the lakes catchments. At a previous meeting, the Mayor had indicated these catchments were to be left in their indigenous state. …
>
> In our view, the most effective means of providing water for the future demands of Gisborne city would be achieved by leaving the lakes catchment with its existing indigenous cover. We would suggest that the biodiversity contained within natural indigenous cover is far more secure long term for a civic water supply and that indigenous vegetation cover produces a greater water yield than an exotic forest. We were surprised indeed at your proposition that a 'park' would be created for public use. To our understanding there are few substantial public water supply catchments to which the public would have such freedom of access and use.[542]

The Waingake Waterworks Bush, the conservator continued, was unique and outstanding on the whole east coast of the North Island and the protection of the biodiversity provided from its role as a water

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[540] Chief Executive RDR Elliot to District Manager JNL, 10 February 1994, B/18/6C vol. 3.
[541] District Manager Drummond to Chief Executive, 17 February 1994, , B/18/6C vol. 3.
[542] Regional Conservator P Williamson to Chief Executive Elliot and Councillor Musgrave, 22 March 1994, B/18/6C vol. 3.

supply catchment something future generations would thank council for. He pointed to the diverse forest beginning to emerge through the manuka/kanuka layer within the lakes catchments after 35 years of regeneration. The catchments, he argued, could not continue to provide good quality water without proper management.

Williamson recommended that Elliot reconsider his views on the New Zealand Forest Accord, suggesting that Gisborne District Council was out of step with other forest owners, and he appealed that due value be accorded to the pristine water supply, which could not be equated to a one-off return from a forestry investment:

> The Gisborne district does not have a great representation of indigenous vegetation. Pockets of indigenous vegetation that have survived earlier clearing are now rare and precious treasures that this generation must protect for future generations. Our salvation could well lie in us protecting a rich biological diversity and the Council is indeed fortunate to be the guardians of such existing and potential diversity in all of its bush catchment and the catchment around the three waterworks lakes. The proposed corridor will greatly enhance their future value. While Council would need to forgo three percent of its current forestry proposal, it will without doubt receive full recognition for its far sighted approach to the protection of valuable indigenous forest and the species within them.[543]

Chris Ward subsequently visited the Mangapoike Dams Catchments to assess the ecological value. He found the three catchments 'surprisingly variable and diverse' and all three 'clearly' qualified for Recommended Area for Protection status.[544] The assessment prompted a second letter from Williamson, addressed directly to councillors this time, in which the Regional Conservator reiterated his strong opposition to the project, once again pointing out:

- The high ecological value of the area: that the 418-hectare area of predominantly manuka cover contained a great biological diversity including varied scrub, secondary and primary forest, wetlands, and notable bird species giving the area high significance.
- The incompatibility of exotic forestry development with the natural values: that while line-cutting and planting would reduce the impact of erosion, little of indigenous value would survive or arise through the period of forest rotation.
- Recreational interest in a Douglas fir forest conflicted with water catchment purposes and raised public health and safety issues.
- Large-scale forestry development was already in train, increasing the importance of indigenous fragments.
- The catchment yield would be of higher quality and reliability left in indigenous cover than converted to exotic forestry.

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[543].Ibid.

[544] 'The total is also greater than the sum of the parts', Ward concluded, 'the area's value is much enhanced by the overall catchment integrity.'Chris Ward, File note, 15 April 1994, B/18/6C vol. 3.

- Long rotation, high-value species such as Douglas fir were poor investments with a comparatively low rate of return.

Most significantly, as it turned out, Williamson pointed out that the natural values of the Mangapoike Dam Catchment precluded the area from being cleared under the New Zealand Forest Accord, so that no member of the Forest Owners' Association would be interested in a joint venture with council. Juken Nissho Ltd, he claimed, had already confirmed it did not wish to be involved.

Williamson had earlier offered DOC's help with pest control and he now suggested that a partnership with DOC to conserve the natural values and water supply would be in the better interests of the Gisborne District. He urged that Council should either drop the development or seek thorough advice.

> Future generations of ratepayers are more likely to be impressed by Council's foresight in protecting and enhancing the dam catchments as a small island of indigenous character in a sea of exotic conifers and pasture, than as a small poorly performing addition to its substantial forestry portfolio. [545]

The Regional Conservator was to speak to his concerns at the next council meeting but, a week before, the item was removed from the agenda. He was unable to attend the meeting on 29 June, when the matter was considered by the Policy and Resources Committee.[546] His letter to council was appended to Elliot's report on the 'Pamoa and Mangapoike Water Supply Catchment Development Proposals' presented that day, but it was not fully represented in the body of the report. Since beginning negotiations with JNL on forestry rights, Elliot wrote, council had been considering developing the Mangapoike catchment – for Fish and Game, for recreation, and for afforestation 'so as to not only enhance the indigenous species but also introduce exotics for commercial return.' Council had already made its position on the corridor clear, he continued, 'and there is no reason to change it, which leads us to the development of the Mangapoike catchment…' Elliot then listed the development 'options'. The integrity of the Mangapoike catchment as a public water supply, he concluded, would not be compromised by any controlled use and development. He recommended that council proceed with planting Pamoa Forest and reserve the right to develop Mangapoike, consulting with the public as to its potential use.[547]

A week after the council meeting, District Conservator RC Miller responded to further questions from Elliot about the proposal, namely that:

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[545] Regional Conservator P Williamson to GDC Councillors, 23 May 1994, B/18/6C vol. 3.
[546] Corporate Secretary to Regional Conservator, 2 June 1994, B/18/6C vol. 3.
[547] GDC 94/370, 29 June 1994.

- Line cutting would initially remove 40 per cent of the present canopy, and that release spraying would prevent regeneration.
- The stocking rate as proposed would create an entirely Douglas fir forest.
- A Douglas fir forest canopy would preclude virtually any understorey or groundcover.
- 'Selective' logging at age 50-55 years would effectively be clear-felling, with heavy sediment yields. Helicopter logging would likely be uneconomic.
- Bare ground would be subject to sheet wash and rill erosion with sediment carried downstream (experienced in Bola). Thick ground cover and understorey, the most effective barrier to such overland flow, would be removed by the proposal.
- Water yields would decrease from conversion of scrub to forest, and the reduction would be proportionally greater during dry periods, when water demand was greatest.
- Consent for line-cutting would be required under the Proposed Regional Plan, with regard had to downstream effects.
- Douglas fir was not regarded as a speciality timber.

In summary, Miller echoed Williamson's position that conversion of more than 70 per cent of the dams catchment to exotic production forest was likely to jeopardise the water quality and water yield, whereas the existing vegetation was evolving into a very high value cover. He ended by repeating the recommendation that the existing indigenous cover be left to develop and that the dams not be stocked, nor public access encouraged.[548]

Juken Nissho Ltd's waning interest in the controversial project may have factored more than any environmental concern about the afforestation project harboured by Gisborne District Council. While the Mangapoike Dams Catchments were left to regenerate, the council does not appear to have taken up DOC's offer of partnership to protect the conservation values of the area. A 2006 report commissioned by DOC on the Waingake Waterworks Bush relates that the last pest control operations for goats and possums occurred in 1994; the only current pest control that by recreational hunters, generally for pigs.[549] It can be assumed that the Mangapoike Dams Catchment attracted even less attention.

[548] District Conservator RC Miller to Chief Executive, 6 July 1994, B/18/6C vol. 3
[549] Wildland Consultants, 'Waingake Waterworks Bush: an outstanding opportunity for ecological restoration', (DOC, 2006), p. 6. E/08/2A No. 1402.

Conclusion

The Waitangi Tribunal considers that compulsory acquisition of Māori land for public works can be justified in Treaty terms only in exceptional circumstances, where the national interest is at stake and there is no other option. In all other cases, taking land for public works where either consent or compensation is absent is deemed to breach the guarantee of undisturbed possession contained in Article 2 of the Treaty of Waitangi.[550] In setting out the circumstances surrounding the history of acquisition, this report has not considered the underlying issue of public interest: whether supplying the residents of Gisborne with water warranted acquiring 3,215 hectares of hill country. What has been considered is the mode of appropriation, primarily in terms of consent and compensation. Ngai Tāmanuhiri beneficial owners were not party to the initial transaction for the Waingake Bush Catchment and nor did they receive the proceeds of the sales for another decade. Since regaining control over their trust lands from the East Coast Commissioner in the 1950s, Maraetaha Incorporated can be seen to have consented to and been compensated for subsequent waterworks acquisitions: they have had little choice to do otherwise.

To stop here, however, would be to miss the larger truth of what these local body acquisitions represent. Gisborne's waterworks are part of the pattern of one-way transfer of land and resources out of tribal ownership. The initial transactions for Ngai Tāmanuhiri land between the Gisborne Borough Council and the East Coast Native Trust Lands Board was but the first large bite. Ongoing attrition to accommodate waterworks development has seen unrelenting pressure on remaining holdings, culminating in the 1991 sale and purchase of Pamoa Station in circumstances that left a bitter aftertaste.

But the issue goes deeper. It is telling that in the 2006 Report on the Waingake Waterworks Bush commissioned by the Department of Conservation, the tribal stakeholders are identified as generic 'tangata whenua'. Stop ten people on the streets of Gisborne today: how many of them could name these same tribal stakeholders? The pattern in which these waterworks acquisitions belong has its genesis in nineteenth-century colonialism which rendered tribally-held land worthless and tribal landowners powerless. It is a contrived and imposed system which failed, and fails still, to acknowledge the mana of hapū. Mana is more than an individual property right. Had local government been

[550] Waitangi Tribunal, *Wairarapa ki Tararua*, 2010, Wai 863 vol. 2, p. 743.

scrupulously even-handed and fair with respect to negotiating for its waterworks program, the failure to recognise and uphold tribal mana in transacting for these remnants would have still constituted harm.

The Waingake-Pamoa Joint Steering Group is a harbinger of positive change. For more than a century, Gisborne has been drawing its life-giving waters from the rohe of Ngai Tāmanuhiri. Thanks to a century of local government planning and engineering achievements, we have a bountiful supply of good water on tap. It is one of history's ironies that the tribal catchment Gisborne Borough acquired for waterworks purposes almost 120 years ago is the only remnant of coastal lowland forest of any size left intact on the entire East Coast. The Waingake transformation programme has the potential to be a good story, not just for the environment but as a pathway forward through the legacy of colonisation. Gisborne District Council and Maraetaha Incorporated have an opportunity to showcase what meaningful partnership could be between local authority and tribal mana. In this good story, local government would know its history of appropriation and acknowledge the harm this has caused. It would accord value to what was taken, as well as what has been achieved. It would recognise and acknowledge the contribution Ngai Tāmanuhiri have made – and make still – in the public interest of Gisborne's water, express gratitude for it, and reciprocate in kind.

Appendix

Summary of GDC Waingake Waterworks Titles (listed chronologically)[551]

The Table below includes all titles held by the Gisborne District Council for waterworks considered in this report. The in-house reference numbers for the GDC's 13 'Current Titles' previously identified are shown in brackets after the title number. Titles which have not previously been so identified are shaded.

Parcel	Date	Area	Transfer
GS3B/805 (9) Part Section 6 Maraetaha 2 Block	17 Aug 1905	545.92ha (@1345 acres)	Purchased from the East Coast Native Trust Lands Board by Gisborne Borough Council. (Waingake Bush Catchment)
GS3B/642 (12) Part Section 3 Maraetaha 2 Block	17 Aug 1905	382.7820ha (@950 acres)	Purchased from the East Coast Native Trust Lands Board by Gisborne Borough Council. (Waingake Bush Catchment)
GS3A/1045 Part Rangaiohinehau 4B1	1913	5.7414ha (@14 acres)	Taken under Public Works Act 1908 and vested in Gisborne Borough Council for waterworks, *NZ Gazette* 1913, p. 2164. (Waingake Headworks)
GS2D/102 (11) Lot 1 DP 2865 Formerly Part Section 4 Maraetaha 2 Block	12 Jan 1925	106.3716ha (@263 acres)	Purchased from Henry White by Gisborne Borough Council for water works purposes (transfer ref 25738) (Waingake Bush Catchment)
GS97/32 (8) Puninga 3B1 Block, Section 3R Block VII Nuhaka North Survey District, Part Puninga 3A2 Block, Part Puninga 3B2 Block, Part Maraetaha 2C Block and Part Maraetaha 2 Sec 3 Block	1947	208.4822ha (@515 acres)	Taken under Public Works Act 1928 and vested in Gisborne Borough Council for Waterworks Purposes, *NZ Gazette* 1947, p. 778 (Mangapoike Dams Catchment)
HB119/109 (7) Section 1 Block VI Nuhaka North Survey District	1947	229.2671	Taken under Public Works Act 1928 and vested in Gisborne Borough Council for Waterworks Purposes, *NZ Gazette* 1947, p.778. (Mangapoike Dams Catchment)
Part Puninga 3A2	1949	@1 acre	Taken under Public Works Act 1928 and vested in Gisborne Borough Council, *NZ Gazette* 1950, p. 6. (Access, now part of GS4D/170 below)
GS108/60 (4) Lot 1 DP 4075 (being	27 May 1951	4.0469 ha (@10 acres)	Purchased from the East Coast Commissioner by Gisborne Borough Council for water works, (transfer 44894)

[551] A589651 Research Waingake Catchment

Parcel	Date	Area	Transfer
Part Section 3 Maraetaha 2 Block			(Access)
GS1C/942 (10) Lot 1 DP 5237 Section 4R Block XV Patutahi, Section 6 of Maraetaha No 2 Block & Part Rangaiohinehau Blocks and part Lot 2 DP 1419	11 Nov 1966	24.6858ha (@61 acres)	Purchased from Stanley White, Trevor White, Richard Gambrill & John Bain by Gisborne City Council for waterworks purposes (transfer ref 83845) (Waingake Bush Catchment)
GS1D/1499 (13) – Part Section 3 Block III Nuhaka North Survey District	23 Aug 1967	45.8054ha (@113 acres)	Set apart under Section 32 Public Works Act 1928 for waterworks purposes, *NZ Gazette* 1967, p.1662 Taken under Section 25 Public Works Act 1928 for waterworks purposes, *NZ Gazette* 1967, p.1665 (Waingake Bush Catchment) .
GS2B/472 Section 1 SO 8617 and Part Lot 1 DP 5328	11 Nov 1967	2.7822ha (@7 acres)	Purchased from Maraetaha Incorporated by the Gisborne City Council (Upper settling tank/Water treatment plant)
GS5A/317 Lot 1 DP 5806	1971	6.44ha (@16 acres)	Purchased from S Lawry by Gisborne City Council (Dam site in Puninga Catchment)
GS4D/170 (5) Lot 1 DP 3892 and Part Maraetaha 2 Sec 8	1983	17.8099 ha (@44 acres)	Taken under Section 20 Public Works Act 1981 for Waterworks Purposes, *NZ Gazette* 1983, p. 1382 - Transfer 186495.1 (Mangapoike 1A Catchment)
GS4D/171 (6) Part Maraetaha 2 Sec 8	5 May 1983	22.2678 ha / @55 acres	Taken under Section 20 Public Works Act 1981 and vested in Gisborne City Council for Waterworks Purposes, *NZ Gazette* 1983, p. 1382 - Transfer 186495.1 (Mangapoike 1A Catchment)
GS6A/589 (3) Lot 2 DP 8791 & Lot 3 & 4 DP 8913 Lot 2 DP 7691 situated in Block II Nuhaka North SD Part Section 2 Block II Nuhaka North Survey District Section 2 Block II Nuhaka North Survey District	26 Jan 1989	271.3459 ha (@670 acres)	Part purchased from Edward Ellmers by Gisborne District Council for waterworks purposes. Transfer 173307.6 (Upper Fairview Station)
GS6C/1054 (1) Lot 2, Lot 4 & Lot 6 DP 9528 & Lot 1 DP 9647 Part Section 5 Block III Nuhaka North SD	1989 1999	222.0629 ha (@549 acres)	Part of Purchase from Edward Ellmers by Gisborne District Council for waterworks purposes - Transfer 173307.6 Lots 2, 4 & 6 DP 9528 – Purchased from The Trustees Executors and Agency Company of NZ Limited for waterworks purposes - Transfer 227464.3 dated 19

Parcel	Date	Area	Transfer
Section 5 Block III Nuhaka North Survey District Section 2 Block III Nuhaka North Survey District			October 1999 (Lower Fairview Station)
GS5C/710 (2) Part Maraetaha 2 Sec 8	4 Dec 1991	1119.7627 ha (@2,767 acres)	Purchased from Maraetaha Incorporated by Gisborne District Council. (Pamoa Station)

Select Bibliography

Gisborne District Council

Physical files

B/18/6C	PF Olsen & Company Ltd, 'Pamoa Forest, Afforestation Feasibility', 1992
B/18/6C	Juken Nissho Ltd - Pamoa Forestry Management Plan-Forestry Right, 1992-1993
B/18/6C 1	Acquisition of Pamoa Farm from Proprietors of Maraetaha No 2, Sections 3 & 6 for water pipeline from Waingake Waterworks and Forestry Right to Juken Nissho Ltd 1990-1992, vol. 1
B/18/6C 2	Acquisition of Pamoa Farm from Proprietors of Maraetaha No 2, Sections 3 & 6 for water pipeline from Waingake Waterworks and Forestry Right to Juken Nissho Ltd 1992, vol 2
B/18/6C 3	Acquisition of Pamoa Farm from Proprietors of Maraetaha No 2, Sections 3 & 6 for water pipeline from Waingake Waterworks and Forestry Right to Juken Nissho Ltd 1993-1994, vol. 3
C/06/6B	Water Works, 1942-1952
C/06/6C	Water Works, 1952-1956
C/13/7B	R26/01 Waterworks Reserve – Waingake, 1956-1968
C/261A	Ministry of Works, 'Gisborne City Water Supply. Assessment of the Geotechnical and Geological Impact of Cyclone Bola (March 1988) on the Dam Line & Dam Extension Line'
D/12/5A	Patemaru Station Waingake Valley – Access Agreement, vol. 2, 1994
D/15/1B	W5/3/01 Mangapoike Land Lease to NZFS, 1978-1986
D/24/3D	53/01 Water Supply 1956-1975
D/24/3D	53/02 Water Supply 1976-1982
D/24/4A	53/03 Water Supply 1981-1984
D/24/4A	53/04 Water Supply 1985
D/24/4B	53/05 Water Supply 1986
D/24/4B	53/06 Water Supply 1987-1988
D/24/4C	53/07 Water Supply 1988
D/24/4C	54/01 Water Supply, 1953-1959
D/24/4D	54/02 Water Supply, 1960-1968
D/24/4D	54/03 Water Supply, 1965-1975
D/24/5A	54/04 Water Supply, 1976-1979
D/24/5A	54/05 Water Supply, 1980-1981
D/24/5B	54/06 Water Supply, 1982-1983
D/24/5B	54/07 Water Supply, 1984-1985
D/24/5C	54/08 Water Supply, 1985-1986
D/24/5C	54/09 Water Supply, 1987

D/24/5D	54/10 Water Supply, 1988
D/24/5D	54/11 Water Supply, 1988
D/24/6A	54/12 Water Supply, 1988
D/24/6A	55/01 Water Supply 1968-1979
D/24/6B	55/02 Water Supply 1980-1983
D/24/6B	55/03 Water Supply 1984
D/24/6C	55/04 Water Supply 1985-1986
D/24/6D	55/05 Water Supply 1987
D/24/7A	55/06 Water Supply 1987
D/24/7A	55/07 Water Supply 1988
D/24/7B	55/08 Water Supply 1988
D/24/7B	55/09 Water Supply 1988
D/27/2D	00-218-47/01 Waterworks Reserve – Waingake, 1990-1991
E/08/2A	Waingake Waterworks Bush - An Outstanding Opportunity for Ecological Restoration (Wildland Consultants Ltd, Rotorua, 2006)
E/14/3D	01-290-01 Water Supply – General, 1987-1994
E/14/4A	01-290-02 Water Supply – Bush Catchment, 1989-1993
E/14/4A	01-290-03 Water Supply – Bush Line, 1990-1993
E/14/4A	01-290-07 Water Supply – Dams 1, 1A, 2, 1989-1993
E/14/5A	01-290-32 Water Supply – Te Arai, 1989
F/28/4	SU06-001 Waingake Treatment Station, 1968-1993
F/29/3	WA06-018 Water Supply – Bush Catchment, 1994
F/29/3	WA06-019 Water Supply – Dams 1, 1A & 2, 1994
232-280	Council Property Registers; Historic Legal Docs ex G Brock vol. 4.

Scanned files

WW015 1-4	Te Arai Pipeline plan, Memorandum of Transfer T13434, 1914 [sic, 1906]
WW015 5	'Main Pipe Line Gisborne Water Works', dated 5 December 1905
WW015 6-8	Te Arai Pipeline Plan 1914 [sic – 'Plan of Gisborne Waterworks Pipe Line through Maraetaha No 2 Sec.6 & Sec.3']
WW018	Te Arai Stream (Rough Traverse Old Intake to Settling Basin) 1928
WW032	Catchment Area Additions (Proposed) 1941
WW127	Land Taken for Waterworks – Smith's Creek [T.A. Gillard] 1964
WW128	Land Taken for Waterworks – Upper Settling Tanks [T.A. Gillard] 1964
WW131	Adjoining owners to Waterworks Reserves, 1971 [sic, 1965]
A2961128	GBC Water Supply Report, Henry H Metcalfe, 1915
A2961136	GBC Water Supply Reports, Messrs Munro Wilson and H Metcalfe, 1915
A2961142	Mr Leslie H Reynold's Report – Water Supply for Gisborne – 1903-1904
A2961148	Mr Robert Hay's Report - Water and Drainage for Gisborne NZ - 13 Jan 1904
A2961153	Reports – the Water Supply for Gisborne, NZ, 1911-1936

A2973061 Gisborne City Water Supply with Proposals for Augmentation and Improvement with Recommendations for Long Term Development Policy - Gisborne City Council - 2 Feb 1971 (‘Gisborne City Water Supply Report, 1971’)

Secondary sources

Waingake Transformation (Karepa Maynard), ‘Land Acquisitions of Maraetaha no.2 by the Gisborne District Council’, 2021
A589651 GDC (Nadine Proctor), Land Information Summary Sheet, Research Waingake Catchment
A589651 Research Waingake Catchment Document Bank

Maraetaha Incorporated

Deed granting first right of refusal, 13 June 1991

Scanned correspondence

GDC to James Harvey Norman (JHN) 3 July 1991; 10 July 1991; 16 July 1991, 28 Sept 1992
GDC to Nolan Skeet 5 July 1991; 20 Aug 1991; 20 Sept 1991; 22 Oct 1991
JHN to GDC 25 Sept 1991; 10 Oct 1991
JHN to Nolan Skeet 27 June 1991; 12 Aug 1991
Nolan Skeet to C Caley Co 2 July 1991
Nolan Skeet to GDC 13 Aug 1991
Nolan Skeet to JHN 17 June 1991; 1 July 1991; 21 Aug 1991; 31 Oct 1991

Scanned minutes

Committee of Management minutes 15 Aug 1990; 1 Feb 1991; 26 June 1991; 9 Aug 1991; 27 Sept 1991; 1 Nov 1991
Proprietors of Maraetaha 2 Sec 3 & 6 AGM minutes 18 Nov 1989; 6 Oct 1990

Māori Land Court Tairāwhiti

Minute books

Gisborne [vol] Gis [folio]
Tairawhiti District Validation Court [vol] Val [folio]

Tairawhiti District Maori Land Board [vol] TDMLB [fol]

File records

Block file	Pre-consolidation Titles for Maraetaha 2 Sections 3 and 6, 1887-1959, Box 299
Application file	Maraetaha 1883-1950, Boxes 120-121
Application file	Maraetaha, Box 119
Validation Box (in strong room)	

Archives New Zealand, Auckland

R22669524	Proposed Afforestation – Pamoa Station, Puninga
R16719620	Pamoa Station
R21922684	In the matter of The Law Practitioners Act 1882 and its Amendments and in the matter of the Bill of Costs of W L Rees and Son in the Maraetaha No 2 Block, 1902 (BAJI 5813 Box 2/344)
R21922718	In the matter of Land Transfer Act 1885 and caveat no 759 lodged by Hemi Waaka forbidding the registration of any instrument against Section 4 Maraetaha 2 (BAJI 5813 Box 7/378).
R21922833	In the matter of Maraetaha No. 1D Block. Waaka v the District Land Registrar (BAJI 5813 Box 11/493).

Archives New Zealand, Wellington

R24568388	From: Clerk House of Representatives … Forwarding Report of Native Affairs Committee on petition of H Nui and others for a rehearing of their case Maraetaha No 2, 1896 (ACGS J1 1896/1364).
R23905920	From: JW Porter … Forwarding Crown grant of Section 1 Maraetaha No 2, 1898 (AECZ 18714 MA MLP1 1898/78).
R22402223	From: Governor … Maraetaha No. 2 Section 5. Order in council removing restrictions to enable sale. Tame Arapata and others to Alice White. (MA1 934 1907/690).
R22402667	From: House of Representatives. Petition 227/1909 Wiremu Wirihana Kaimoana and 48 others re Maraetaha 2 and management by East Coast Trust Commission (MA1 1909/740).
R22404483	From Government Printers. Kahiti notice by Gisborne Borough Council taking land part Rangai-o-Hinehau 4B1 for Waterworks purposes (MA1 1912/2973 ACIH 16036).
R22405911	From: Native Affairs Committee. Petition 375/13 for report. Pera H Waaka and 18 others. That Maraetaha 2 Sections 3 and 6 remain under East Coast Commissioner and objecting to proposal to incorporate owners (ACIH 16036 MA1 1916/449).

R19527803 East Coast Commissioner – Sales and purchases of land, 1953-1954 (ACIH MA1 26/7/16 pt 2).
R17301688 Local Bodies – Gisborne City Council, Legalisation 1955-1981 (ABKK W357 53/370/1).
R16134493 Acquisition of Private Lands – Puninga Station – Proposed acquisition or lease of Puninga Station – Wharerata SF (AANS W5491 828 9/2/171).
R16134494 Acquisition of Private Lands – Pamoa Station - Proposed Acquisition or Lease of Pamoa Station – Wharerata SF (AANS W5491 9/2/172).
R21068322 Land – miscellaneous – water supply – Gisborne Borough, 1926-1944 (ACHL W1 50/316).
R21068323 Land – Miscellaneous – water supply – Gisborne Borough, 1944-1951 (ACHL W1 50/316 part 2).

Official Publications

Appendices to the Journals of the House of Representatives (AJHR)
New Zealand Gazette
New Zealand Statutes
The Cyclopedia of New Zealand [Auckland Provincial District

Maori Land Plan ML287
Survey Office Plan SO 4299

Newspapers

Auckland Star
Evening Post
Gisborne Herald
Gisborne Photonews
Gisborne Times
Hawkes Bay Herald
New Zealand Herald
Poverty Bay Herald
Te Waka Maori
Te Wananga

Secondary Sources

Waitangi Tribunal

Waitangi Tribunal, *Turanga Tangata Turanga Whenua: The Report on the Turanganui a Kiwa Claims*, Wai 814, 2 volumes, (Wellington, Legislation Direct, 2004)

Waitangi Tribunal, *The Wairarapa ki Tararua Report*, Wai 863, 3 volumes (Wellington, Legislation Direct, 2010)

Unpublished research reports

Alexander, David James, 'Rongowhakaata Lands – Public Works Act Takings of Rongowhakaata Land during the Twentieth Century', (Crown Forestry Rental Trust (CFRT) and the Rongowhakaata Claims Committee, 2000), Wai 814 #A13

Apiti, Moka, 'Ngai Tamanuhiri, GIS Map Booklet', (CFRT, 2002), Wai 814 #E28

Loveridge, 'The Development of Crown Policy on the Purchase of Maori Lands, 1865-1910: a preliminary survey' (Crown Law Office, 2004) Wai 1200 #A77

Luiten, Jane, 'Nineteenth-century Land Alienation and Administration within the North-Eastern Bay of Plenty, Part Two: Lands 'a waho', Wai 1750, 2022

Macky, Michael, 'Trust and Company Management by Wi Pere and William Rees (Issues 20 and 21)', (Crown Law Office 2002), Wai 814 #F11

McBurney, Peter, 'Ngai Tamanuhiri: Mana Whenua Report', (CFRT, 2001), Wai 814 #A30

Murton, Brian, 'The Economic and Social Consequences of Land Loss for Ngai Tamanuhiri, 1860–1980', (CFRT and the Ngai Tamanuhiri Claims Committee, 2001), Wai 814 #A35

Orr-Nimmo, Katherine, 'The East Coast Maori Trust', (CFRT, 1997), Wai 814 #A4

Parker, Brent, 'Public Works (Issue 24) [Gisborne]', (Crown Law Office, 2002), Wai 814 #F13

Parker, Brent, 'Supplementary Evidence on Public Works (Issue 24) [Gisborne]', (Crown Law Office, 2002), Wai 814 #G17

Pickens, Keith, 'Ngai Tamanuhiri Land Alienation Report', (Waitangi Tribunal, 2000) Wai 814, #A19

Online sources

Dictionary of New Zealand Biography, first publish in 1998. Te Ara – the Encyclopedia of New Zealand, available online at https://teara.govt.nz

Bryan Gilling, 'Jones, Robert Noble', (accessed 20 February 2024)
Steven Oliver, 'Wyllie, Kate', (accessed 20 February 2024)
Elspeth M. Simpson and K. M. Simpson. 'Halbert, Thomas', (accessed 17 April 2024)