

No English Language Treaty of Waitangi - Reuben Chapple

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Several weeks after the Treaty of Waitangi was first signed in Northland, the Crown dispatched Captain William Cornwallis Symonds to seek the aid of various local missionaries in collecting signatures from Maori chiefs residing at the South Head of the Manukau Harbour, at Port Waikato, at Kawhia, and further south down to Taranaki.

Captain Symonds arrived at Port Waikato to find Reverend Maunsell had already taken advantage of a hui convened for another purpose to present the Treaty to local chiefs. That meeting had been held on 11 April 1840, before a large Maori assembly of approximately 1500.

The official Maori language document, sent to Maunsell from Government House in the Bay of Islands and signed by acting Lieutenant Governor, Willoughby Shortland, hadn't been available to him at the hui, since it only showed up with Captain Symonds on 14 April 1840, some three days after the fact.

For the 11 April 1840 meeting, Maunsell had instead utilised an authorised Maori text, printed by the Church Mission Society. Two hundred of these documents had been produced by Paihia Mission printer, William Colenso on 17 February 1840 for the information of CMS missionaries at other mission stations, and sent down by Colenso from Paihia via Captain Brown on 4 March 1840.

Maunsell also had in his possession one of Colonial Secretary, James Stuart Freeman's handwritten, unauthorised 'Royal Style' English Treaty texts penned for overseas despatch on Freeman's assumption that this pretentious 'diplomatese' was more suitable for its intended audience.

How Maunsell had come by Freeman's document remains unclear, but we know for certain that it was not sent to him by the Governor for use at his meeting of 11 April 1840, since it was not until several days afterwards that Maunsell had access to any official Treaty document.

Maunsell presented the chiefs and tribes assembled at Waikato Heads with the standard Maori Treaty version as set out in the CMS-printed Treaty text and identical to that delivered orally at other meetings held elsewhere in New Zealand.

The first chiefs coming forward signed on the CMS Mission-printed sheet, but quickly ran out of room. Since paper was undoubtedly at a premium in pre-European New Zealand, the blank space at the foot of Freeman's unofficial handwritten English language version was soon pressed into service to accommodate the signatures that would not fit onto Maunsell's printed Maori version.

Freeman's unauthorised piece of paper was used at Waikato Heads in no other capacity but to receive 32 overflow signatures for which there was no space on the printed Maori version after it had been filled up by earlier signatories.

Reverend Maunsell wrote a letter to Governor Hobson describing what had transpired locally and passed both documents to Captain Symonds, who later returned to the Manukau Heads, where he obtained seven further signatures to Freeman's unauthorised English version. This paper ended up bearing the signatures of some 39 chiefs resident at Port Waikato and Manukau Heads.

By now it must be clear the "English version" that appears in the Treaty of Waitangi Act 1975 and amendments is simply an accident of history. Had the blank paper at the foot of a ship's bill of lading or a stores manifest been used to capture the 39 additional Port Waikato and Manukau Heads signatures, there would be no need for this discussion.

The chiefs who signed the Treaty at Port Waikato and Manukau Heads, as well as all those who did so elsewhere, accepted its provisions based entirely on an oral delivery of the Maori text, making the Maori Treaty version New Zealand's "true and only" Treaty.

It seems clear enough that an English Treaty version was written into Labour's Treaty of Waitangi Act 1975 along with the Maori version so as to afford Treaty claimants the opportunity to maximise their unearned gains by playing the two texts off against one another, thus keeping Maori firmly in the tent for Labour.

Even if one is prepared to accept that the English version in current statute law should apply to interpreting the Treaty today, the notion that two Treaty versions exist in different languages can only be sustained by buying into the revisionist fiction that the Treaty was with a collective "Maori."

There was no such thing. When the Treaty was entered into in 1840, New Zealand consisted of hundreds of dispersed and petty tribes, each in a constant state of war with one another, and lacking any concept of nationhood. Some 512 chiefs signed the Treaty, while a substantial minority refused to, meaning there were probably more than 600 of these individually insignificant groups.

Contrary to modern-day misrepresentations, the Treaty of Waitangi was not with a collective "Maori," but with tribes. Under the legal doctrine of Privity of Contract, only the parties to an agreement are bound by it, or can claim its protection in the event of a breach.

Accordingly, only those descended from the hapu of the 39 chiefs who signed the English version at Port Waikato and Manukau Heads can attempt to argue that there are two Treaty versions, and that the English version should apply to them. If validated, this would block them from having recourse to the Maori version, since their ancestors never signed up to it.

These 39 chiefs represent less than 8 percent of those who originally signed the Treaty, whereas the other 92 percent of chiefs accepted and endorsed only the Maori version. This would naturally serve to disbar the vast majority of tribes from making Treaty claims based on the English version.

But as shown above, there is no English version. The historical record demonstrates conclusively that the Treaty of Waitangi Act must be amended to strike out that bogus and non-existent fabrication.

This renders all Treaty pay-outs handed over on the basis of the English version, such as those to forests and fisheries, null and void.

And any tribe who wrongly received such settlements should be required to repay this money to the Crown with interest.