

AKUHATA KOROPANGO LIPSEY

Philip Hart

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Historical Research Unit
Faculty of Arts & Social Sciences
The University of Waikato
Private Bag 3105
Hamilton, New Zealand

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Contact: prhart1940@gmail.com



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AKUHATA KOROPANGO LIPSEY

Abstract: *The eldest son of George and Ema Lipsey, Augie, as he was known, was most notable, and popular, as a sportsman. A good rugby player in his youth, he later became a keen golfer. As well, he owned and raced horses, an interest that would result in his financial downfall. Although a farmer off and on, he had no farming skills and had to take on other work, in his last years working in a billiard saloon.*

After marrying an English girl and fathering several children, he proved to be a poor provider for his family. His wife, well liked for her involvement in various worthy causes, especially those organized by the Anglican Church, had to teach dancing and to milk cows to raise money, for Lipsey squandered his inheritance, notably on the Auckland racecourse. His method of meeting his debts and living expenses was to sell land, and although over many years officials tried to prevent this (to protect his family), they gradually let him have his way. Bankrupted twice, on his death his family was left in poverty.

EARLY LIFE

Akuhata Koropango Lipsey,¹ more commonly known as Augustus, August, or Augie, the eldest son of George Lipsey and Ema Mokena,² was born in Thames in 1877.³ He attended the Te Aroha school in 1882, when aged 5, but the following year was briefly at the Puriri school before being removed to go gum digging.⁴ The remainder of his education was at Te Aroha; he failed the Standard 1 examination in 1885 ('informal', the school inspector noted, cryptically), but passed the class 1 examination the following year.⁵ His last year at school was 1890, when aged 13.⁶

¹ For his photograph (as part of a rugby team, see *Te Aroha News*, 9 September 1931, p. 1.

² See paper on their lives.

³ Church of England, Register of Coromandel Maori Baptisms 1874-1904, Register 1090, entry for 18 November 1877, Anglican Archives, Auckland; Te Aroha School, Class Lists 1882, YCAF 4135/7a, ANZ-A; Death Certificate of Augustus Koropango Lipsey, 1 May 1936, 1936/16749, BDM.

⁴ Te Aroha School, Class Lists 1882, YCAF 4135/7a; Puriri School, Register of Admissions, no. 65, BAWO 1931/1a, ANZ-A.

⁵ Te Aroha School, Class Lists 1883-1889, YCAF 4135/10a, 4135/13a, 4135/16a, 4135/19a, 4135/22a, ANZ-A.

In January 1892, when aged 14, he was in a canoe on the river at Te Aroha when his brother George fell into the water. Alerted by George's 11-year-old companion, he left the boat, came up to the opposite bank and swam across. 'August waited some time walking about then seeing his father he called him and told his father George was drowned'. Lipsey told the coroner that his father had heard him crying out as he was running along the bank, and came down to investigate.⁷ A newspaper reported that he had 'dived in to his rescue' but could not find George because of the strong current.⁸ Later that year, the *Observer* Man made his sole reference to him: 'There is no law in Ireland to stop people from courting, but there is a law in Te Aroha who will put a head on Augustus if he catches him in his backyard again'.⁹ The 'law' was either a reference to the local policeman or to the Wesleyan minister, John Law.¹⁰ Can this refer to Akuhata being flirtatious at a very tender age?

SPORT

The 1943 diamond jubilee supplement of the *Te Aroha News* included a photograph of the Piako rugby team of 1889, which included Lipsey, 'a well known all-round local sportsman'.¹¹ As he was only 12 in that year, the photograph was incorrectly dated (it was 1899),¹² but his reputation was correctly reported. His 1936 obituary concentrated on his sporting prowess:

From his earliest years he displayed the keenest interest in sport of all sorts, being a Waikato and Thames Valley representative footballer, and a prominent athlete of no mean merit, especially in the sporting world, holding records. Early Te Aroha Rugby players will recall his prowess, both as a forward and as a winger. "Augie," as he was popularly known to his team mates, was always considered a tower of strength in any local representative team, and there is no doubt but that he played a prominent part in bringing to Te Aroha many of its early football trophies. Long

⁶ Te Aroha School, Register of Attendance 1890, YCAF 4135/27a, ANZ-A.

⁷ Inquests, Justice Department, J 46 COR, 1892/95, ANZ-W.

⁸ *Waikato Times*, 14 January 1892, p. 2.

⁹ 'Te Aroha', *Observer*, 20 August 1892, p. 19.

¹⁰ See 'Te Aroha', *Observer*, 4 July 1891, p. 18, 1 April 1893, p. 17; *Te Aroha Electoral Roll, 1890*, p. 19.

¹¹ *Te Aroha News*, 9 June 1943, Diamond Jubilee Supplement, p. 5.

¹² Photograph, *Te Aroha News*, 9 September 1931, p. 1.

after his retirement from the field Mr Lipsey continued to take an active interest in the Rugby game, and was until quite recent years associated with several clubs, particularly the now defunct Terriers, which figured prominently in early competitions up till four years ago. Carrying his early knowledge with him he was ever a great source of information to new players, and on occasions made an excellent coach.... He was also one of the earliest members of the Golf Club, and took the keenest interest in tennis.¹³

At the school picnic in January 1890 he won first prize in the hurdle race for boys under 15.¹⁴ With the loss of the local newspaper for the early 1890s, it is not known when he commenced playing rugby, but he was playing for the Te Aroha club in 1895, when aged 18.¹⁵ In September 1897, when described as 'the Te Aroha crack sprinter', he won a 75-yards handicap race against other club members. 'Starting seven yards behind scratch he won a splendidly contested race with something to spare'.¹⁶ In 1898 he was both captain of the football club and was on its selection committee.¹⁷ In a match against Morrinsville he 'played a darling game, and made several brilliant runs amid the cheers of the spectators, but he makes a serious mistake in holding to the ball too long, and not passing out'.¹⁸ During that year he also captained a 'city' team against the schools, and captained the Civilians against the Volunteers, being one of the best players in this game.¹⁹ He was included in a photograph of senior rugby players at Waihou in 1901.²⁰

When in his fifties, he (like his wife) was a leading member of the golf club. In July 1918, he topped the score at the Te Aroha tournament, but a

¹³ *Te Aroha News*, 4 May 1936, p. 4.

¹⁴ *Te Aroha News*, 4 January 1890, p. 2.

¹⁵ *Te Aroha News*, 10 July 1895, p. 2, 17 July 1895, p. 2, 31 August 1895, p. 2, 4 September 1895, p. 2.

¹⁶ *Thames Advertiser*, 2 September 1897, p. 2.

¹⁷ *Thames Advertiser*, 28 April 1898, p. 2; *Te Aroha News*, 5 May 1898, p. 3, 18 June 1898, p. 3.

¹⁸ *Te Aroha News*, 14 June 1898, p. 2.

¹⁹ *Te Aroha News*, 16 June 1898, p. 2, 7 July 1898, p. 2, 12 July 1898, p. 2.

²⁰ Photograph in *Te Aroha News*, 27 March 1980, pp. 8-9, and *The Waihou One Hundred: 1880 to 1980*, ed. Peter Reilly (Tauranga, 1980), p. 3.

month later was defeated in the final of the B grade championship.²¹ In 1921, he won another competition.²²

HORSE RACING

His obituary recorded that he 'owned and raced horses successfully, and was one of the foundation members of the Te Aroha Racing Club when the meetings were held at Ruakaka, and where he rode his own horses, an outstanding one being named 'Landlord'.²³ Another horse he raced successfully was 'Alba Rose'. He was 'associated with' his brother-in-law, Alexander Watson Edwards,²⁴ 'in the racing of Honesty, Manapouri and others'. He was an official of the jockey club for over 30 years.²⁵

The first reference to his racing horses was in 1891, when at the age of 14 he and three other boys pleaded guilty to 'furious riding' through the township.²⁶ The first reference to his being a steward was in 1899, for the Te Aroha West Hack Club races.²⁷ In 1906 he leased the mare 'Waihou' for £2 for racing.²⁸

A VOLUNTEER

In December 1892, at the age of 17, Lipsey enrolled in the Te Aroha Rifles, being discharged the following October after having attended only one parade.²⁹ In May 1900 he enrolled in the Piako Mounted Rifles,³⁰ but in

²¹ *Te Aroha News*, 17 July 1918, p. 2, 9 August 1918, p. 2.

²² *Te Aroha News*, 6 June 1921, p. 2.

²³ *Te Aroha News*, 4 May 1936, p. 4.

²⁴ See paper on Ani and Alexander Watson Edwards.

²⁵ *Waikato Times*, May 1936, p. 6.

²⁶ Te Aroha Magistrate's Court, Criminal Record Book 1881-1896, 19/1891, BCDG 11220/1a, ANZ-A.

²⁷ *Waikato Argus*, 14 October 1899, p. 3.

²⁸ Agreement between A.K. Lipsey and Edmund Balls, 1 January 1906, Hesketh and Richmond Papers, box 80, 536/L, MS 440, Auckland Public Library.

²⁹ Te Aroha Rifles, Nominal Rolls to 31 December 1892, 31 December 1893, Army Department, ARM 41, 1911/66o, 1911/66p, ANZ-W; Te Aroha Rifles, Parade Register 1892-1903, no. 52, MS 2000/69, Library of the Auckland Institute and War Memorial Museum.

October his commanding officer charged Lipsey and two others for failing to attend a parade. He was fined 10s, half the amount the others had to pay.³¹ Thirteen months later, he was fined £3 for non-attendance.³² He was discharged in February 1902 for not having attended any parades.³³ Clearly he did not take volunteering seriously.

He did retain links with volunteering, however, for in 1913 ‘Sgt A. Lipsey’ was photographed as a mounted Special Constable brought in from the countryside to combat the maritime strike.³⁴

MISBEHAVING

Apart from the furious riding charge, in 1909 he was fined £1 for assaulting a man.³⁵ There was no indication of a weakness for drink; indeed eight years earlier he had successfully applied for a prohibition order against a cousin.³⁶

OCCUPATIONS

When enrolling in the Volunteers in his late teens and early twenties, Lipsey gave his occupation as a farmer.³⁷ In 1906 he had a 15-acre and a

³⁰ Piako Mounted Rifle Volunteers, Nominal Roll to 28 February 1901, Army Department, ARM 41, 1911/66w, ANZ-W.

³¹ Te Aroha Magistrate’s Court, Criminal Record Book 1896-1907, 44/1900, BCDG 11220/1b, ANZ-A.

³² Te Aroha Magistrate’s Court, Criminal Record Book 1896-1907, 61/1901, BCDG 11220/1b, ANZ-A.

³³ Piako Mounted Rifle Volunteers, Nominal Roll to 28 February 1902, Army Department, ARM 41, 1911/66x, ANZ-W.

³⁴ Photograph of Sgt A. Lipsey with three other mounted Special Constables, Auckland Libraries ‘Heritage Images’ Collection: ‘Maritime Strikers’ [online].

³⁵ Te Aroha Magistrate’s Court, Criminal Record Book 1907-1913, 40/1909, BCDG 11220/2a, ANZ-A.

³⁶ Te Aroha Magistrate’s Court, Criminal Record Book 1896-1907, 41/1901, BCDG 11220/1b, ANZ-A.

³⁷ Te Aroha Rifles, Nominal Roll to 31 December 1892, Army Department, ARM 41, 1911/66o; Piako Mounted Rifle Volunteers, Nominal Roll to 28 February 1901, Army Department, ARM 41, 1911/66w, ANZ-W.

37-acre grazing lease from a Pakeha landowner.³⁸ Three years later his father-in-law wrote that he was ‘now trying to make a living for his family’ off his land, Section 17B Block IX, ‘by milking for the Town’.³⁹ After his second bankruptcy, he was recalled as having been given the job of cleaning out stables for Peter Baine,⁴⁰ a cartage contractor.⁴¹ Baine may have provided him with work because of their mutual involvement with rugby, Baine being a vice-president of the club.⁴²

In 1913 the Inspector of Noxious Weeds successfully charged him with failing to clear his land.⁴³ In late 1916, he leased 400 acres at Manawaru for seven years at £600 per annum.⁴⁴ He employed a farm manager, who, in 1918, in trying to avoid conscription, stated that Lipsey, who ‘was not a practical farmer’, needed him to milk his 115 cows. ‘The herd was a really good one’. After Lipsey told the Military Appeals Board that he had not been able to find a replacement, an exemption was granted for the milking season.⁴⁵ The following month, at the annual general meeting of the Waihou Valley Co-Operative Dairy Company, Lipsey claimed to be ‘probably the biggest supplier; sending at present over 2,500lb of milk daily’.⁴⁶ The following June, he sold this farm.⁴⁷ According to one obituary, afterwards he ‘purchased a modern farm of 100 acres near the Glaxo factory, Te Aroha West, farming it himself for 15 years’,⁴⁸ meaning until his death. There is no other mention of his being a farmer during these years,

³⁸ Te Aroha Borough Council, Rate Book 1906-7 [no pagination], Matamata-Piako District Council Archives, Te Aroha.

³⁹ Alfred Bossons to Under-Secretary, Native Department, 22 July 1909, Maori Affairs Department, MA-MLP 10/46, Part 1, ANZ-W.

⁴⁰ Interview with Emily Paki, at Huntly, April 1987.

⁴¹ See *Cyclopedia of New Zealand*, vol. 2, p. 832; *Auckland Weekly News*, 31 March 1899, p. 20; *Te Aroha News*, 13 July 1905, p. 2, 7 October 1905, p. 2, 11 April 1908, p. 2, 10 October 1908, p. 2.

⁴² *Te Aroha News*, 23 April 1907, p. 2.

⁴³ Te Aroha Magistrate’s Court, Criminal Record Book 1907-1913, 33/1913, BCDG 11220/2a, ANZ-A.

⁴⁴ Bank of Australasia, Te Aroha Branch, Diary Ledger 1910 onwards, folio 24, entry for 28 November 1916, Australia and New Zealand Bank Archives, Wellington.

⁴⁵ *Te Aroha News*, 25 September 1918, p. 2.

⁴⁶ *Te Aroha News*, 9 October 1918, p. 3.

⁴⁷ *Te Aroha News*, 27 June 1919, p. 2.

⁴⁸ *Waikato Times*, May 1936, p. 6.

although in the electoral rolls he gave this as his occupation.⁴⁹ According to court records, from the 1920s until his death in 1936 he was variously a billiard marker, a billiard saloon manager, and a billiard saloon proprietor.⁵⁰ His decline from being a settler or a gentleman, as he described himself in 1904,⁵¹ to this humble source of income was because of his financial problems, detailed below.

FAMILY LIFE

Lipsey met his future wife at school. Minnie Bossons had been born in Warrington, Manchester, in 1879, to Alfred and Mary, née Humphries.⁵² They arrived in New Zealand in March 1887, settling on the western bank of the Waihou River, her father having acquired a farm on part of the future Herriesville suburb of Te Aroha.⁵³ In July 1890, when Lipsey was in his last year at school, he was aged 13 years and 3 months, and Minnie was recorded as being 12 years and 6 months.⁵⁴ They shared an interest in running: at the start of that year he had won a hurdle race, and she was second in the 100-yards race for 9- to 11-year-old girls, and was first in 'Flat Race, for Little Girls'.⁵⁵

They were married in September 1902, in the registry office at Te Aroha, when Lipsey, who described himself as a settler, was 26 and Minnie recorded an age of 23.⁵⁶ Their reason for marrying in the registry office was because their first child, Minnie Aroha, was born four months later, in January 1903.⁵⁷ The registry office was a discreet setting for a delayed

⁴⁹ *Tauranga Electoral Rolls, 1928*, p. 90, *1931*, p. 94, *1935*, p. 99.

⁵⁰ Te Aroha Magistrate's Court, *Plaint Book 1918-1926*, 182/1922, BCDG 11224/2a; *Plaint Book 1926-1932*, 228/1926, 171/1928, BCDG 11224/3a; *Plaint Book 1932-1955*, 167/1932, BCDG 11224/4a, ANZ-A; *Cleave's Auckland Directory, 1935-36* (Dunedin, 1935), p. 714.

⁵¹ Birth Certificate of Ema Freda Lipsey, 16 January 1904, 1904/781, BDM.

⁵² Birth Certificate of Minnie Bossons, June Quarter 1879, Births, vol. 8c, p. 222, British BDM; Marriage Certificate of Augustus Lipsey, 13 September 1902, 1902/4780; Birth Certificate of Ema Freda Lipsey, 16 January 1904, 1904/781, BDM.

⁵³ *Te Aroha News*, 3 August 1948, p. 4.

⁵⁴ Te Aroha School, Register of Attendance 1890, YCAF 4135/27a, ANZ-A.

⁵⁵ *Te Aroha News*, 4 January 1890, p. 2.

⁵⁶ Marriage Certificate of Augustus Lipsey, 13 September 1902, 1902/4780, BDM.

⁵⁷ Birth Certificate of Minnie Aroha Lipsey, 18 January 1903, 1903/18674, BDM.

marriage, and immediately afterwards they moved to Auckland.⁵⁸ When Minnie was born there, Lipsey, who informed the registrar of the birth, gave the year of their marriage as 1900.⁵⁹ This subterfuge would have been wasted on Te Aroha residents, who would have been well aware of the short time that elapsed between marriage and birth. They would have five more children: Ema Freda in January 1904, Lois in December 1904, Alfred Huia in May 1906, Ani Mary in July 1908, and Seymour George Augustus in May 1910.⁶⁰ For some reason their children were not baptized into the Church of England until December 1916, apart from their first, who was baptized by a Maori clergyman in 1903 as Mini te Poro oki Ripihi.⁶¹

Little has been traced of their children. Lois for a time was educated at the Te Aroha Convent before transferring to the public school.⁶² Alfred Huia, or 'Ogi', was educated in the local convent also, despite his parents' lifelong Anglicanism.⁶³ In 1918 Lipsey was fined 2s for failing to send George to school regularly, and the following year was fined £4 for not sending his elder son to school.⁶⁴ And at the age of nine Minnie received 72 marks in 'First Steps', a Trinity College London examination in practical music.⁶⁵

⁵⁸ Sworn statement by Minnie Lipsey before John Lawson, Official Assignee, 10 February 1903, Maori Affairs Department, MA 13/87a, ANZ-W.

⁵⁹ Birth Certificate of Minnie Aroha Lipsey, 18 January 1903, 1903/18674, BDM.

⁶⁰ Birth Certificates of Ema Freda Lipsey, 16 January 1904, 1904/781; Lois Lipsey, 26 December 1904, 1905/8152; Alfred Huia Lipsey, 1 May 1906, 1970/148100; Mary Ani Lipsey, 6 July 1907, 1907/9121; Seymour George Augustus Lipsey, 16 May 1909, 1909/23884, BDM; Church of England, Register of Te Aroha Baptisms 1908-1937, nos. 1137-1141, Anglican Diocesan Archives, Hamilton.

⁶¹ Church of England, Register of Te Aroha Baptisms 1908-1937, nos. 1137-1141; Register of Piako Baptisms 1901-1909, no. 28, Anglican Diocesan Archives, Hamilton.

⁶² Te Aroha School, Admissions Register no. 4 (1904-1918), no. 2373, Primary School Archives, Te Aroha.

⁶³ *Te Aroha News*, 17 September 1942, p. 4; for his parents' Anglicanism, see Death Certificate of Augustus Koropango Lipsey, 1 May 1936, 1936/16749, BDM; *Te Aroha News*, 3 August 1948, p. 4.

⁶⁴ Te Aroha Magistrate's Court, Criminal Record Book 1913-1918, entry for 9 August 1918, BCDG 11220/2b; Criminal Record Book 1918-1921, entry for 18 December 1919, BCDG 11220/3a, ANZ-A; Magistrate's Court, *Te Aroha News*, 12 August 1918, p. 1.

⁶⁵ *Te Aroha News*, 20 August 1912, p. 2.

MINNIE LIPSEY

That her eldest daughter learnt music reflected Minnie's interest in music and dance. From 1913 onwards she ran a dancing class; in August 1914 'the second annual Plain and Fancy Dress Ball in connection with' her classes was held in the Theatre Royal, with her sister playing the piano. 'The resultant success of the function reflects the highest credit upon the promoter and organizer, Mrs A. Lipsey, who worked indefatigably in the dancers' interests'. She appeared as the Queen of Sheba and three of her daughters also wore fancy dress costumes.⁶⁶ With others, she was taught dancing (including jazz dancing) in the early 1920s.⁶⁷ Quite apart from her enjoyment of music and dance, her teaching would have produced a small but useful income, important because of her financially feckless husband. She also started 'one of the first choral societies in Te Aroha'.⁶⁸

During the First World War, Minnie was secretary of the Women's Patriotic League and a year later was secretary of the entertainment committee of the Patriotic Society, of which she was a founding member.⁶⁹ Her obituary described her as 'a particularly fine church worker, being always kind and generous and ever ready to assist in any way possible in the various church organisations. She was a member of the Anglican Church Guild and also sang in the Anglican choir'. After the war she was a member of the Benevolent Society, was a foundation member of the Ambulance Brigade, and gave 'valuable assistance' to the Plunket Society.⁷⁰

In 1918, she won several trophies in local golf competitions, tying for the top place in one, and was recalled as a 'keen golfer' who 'won many medals and trophies'.⁷¹

FINANCIAL PROBLEMS LEADING TO LOSS OF LAND

Lipsey inherited land from his mother, an aunt, and two uncles,⁷² but lost it through his own foolishness. His inheritance brought in a steady

⁶⁶ *Te Aroha News*, 31 August 1914, p. 3.

⁶⁷ *Te Aroha News*, 26 September 1921, p. 2, 24 June 1922, p. 2.

⁶⁸ *Te Aroha News*, 3 August 1948, p. 4.

⁶⁹ *Te Aroha News*, 25 August 1916, p. 2, 22 August 1917, p. 2, 3 August 1948, p. 4.

⁷⁰ *Te Aroha News*, 3 August 1948, p. 4.

⁷¹ *Te Aroha News*, 26 June 1918, p. 2, 17 July 1918, p. 2, 12 August 1918, p. 2, 3 August 1948, p. 4.

income. For instance, in August 1900 he received £21 5s 3d in rent from 'sundry land', and between mid-September 1900 to the beginning of January 1902 received £180 5s 1d in rent from Lipseytown, otherwise Aroha Block IX Section 17.⁷³ In 1908, his portion, 15 acres 2 roods 12 perches, was valued at £283, which included stables valued at £95.⁷⁴

Lipsey did not get into debt until almost the beginning of the twentieth century. In March 1899 a judgment summons was taken out against him for £41 4s.⁷⁵ This remained unpaid in October, when he was ordered to pay £21 11s 10d to the clerk of the court or be imprisoned in Thames for one month.⁷⁶ The following year, only £5 was sued for,⁷⁷ because he had sold his interest in Morgantown for £200.⁷⁸ In 1901, by contrast, he was sued for £190 18s.⁷⁹ Of this, £29 4s 1d was owed to his brother-in-law, Alexander Watson Edwards; Lipsey 'confessed on conditions which [were] not accepted'.⁸⁰

During 1901, like his sister Ani Edwards, Lipsey was 'trying to raise money by way of mortgage on their Lipseytown interests', which created the

⁷² For Eta Mokena gifting her interest in Karamu B to him, see Maori Land Court, Hauraki Minute Book no. 50, p. 293; for his receiving the interests of Ranapia Mokena and Hare Renata in Aroha Block XII Section 48, see Block Files, H1093, Maori Land Court, Hamilton.

⁷³ Waihi Warden's Court, Te Aroha Receiver of Gold Revenue, Letterbook 1900-1903, pp. 18, 37, 52, 77, 103, 120, 141, 169, 187, 239, 254, 271, 196, 298, 309, 343, 357, 367, BAFV 13699/1a, ANZ-A.

⁷⁴ Ohinemuri County Council, Waitoa Riding, 1 April 1908, folio 1, Valuation Department, BBBC A150/647, ANZ-A.

⁷⁵ Te Aroha Magistrate's Court, Record of Judgment Summonses 1894-1928, 2/1899, BBAV 11222/2a, ANZ-A.

⁷⁶ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, Judgment Summons of 10 October 1899, BCDG 11221/2a, ANZ-A.

⁷⁷ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, 27/1900, BCDG 11221/2a, ANZ-A.

⁷⁸ R.S. Bush to Under-Secretary, Mines Department, 8 March 1900; Patrick Sheridan to Under-Secretary, Mines Department, 19 June 1900, 11 July 1900, Mines Department, MD 1, 04/900, ANZ-W.

⁷⁹ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, 6, 9, 22/1901, BCDG 11221/2a, ANZ-A.

⁸⁰ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, 9/1901, BCDG11221/2a, ANZ-A.

possibility of their accepting a cash offer from the Crown to sell Lipseytown, as desired by residents.⁸¹ Patrick Sheridan, in charge of purchasing Maori land, assured the Premier that he would watch out for any attempts to arrange a mortgage, which was not permitted without the Governor's approval, and would prevent any private individual obtaining a lease. Lipsey's father was 'dead against his family, who are the owners, alienating in any way. They are however getting beyond his control'.⁸²

After Ani convinced the government to loan her £750, using her land as security, Lipsey sought the same sum on the same terms.⁸³ Sheridan declined: his land purchase department was 'in no sense a Lending Department and has now no funds at its disposal for a purpose of that kind'.⁸⁴ He told the warden, Robert Smelt Bush, that Ani had received money because it 'could be profitably invested in her husband's business'. He considered it 'a great pity that the owners should be allowed to fritter away this valuable family estate in which in my opinion it was intended they should have but a life interest'.⁸⁵ Bush explained the position to 'young Lipsey', who was determined to raise money somehow. To prevent the land falling into private hands, Bush urged that the Crown acquire it 'in any way that offers'. Any mortgages 'would eventually fall in – I do not think they would be redeemed'. He described Lipsey's father as now being 'indifferent' to his son selling his land.⁸⁶ Sheridan repeated that he would not advance any money on a mortgage. 'I think his father should be consulted more especially as I understand the family has very little other land to depend upon for support'.⁸⁷

⁸¹ Thomas McIndoe to R.J. Seddon (Premier), 24 September 1901, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸² Patrick Sheridan (Under-Secretary, Native Land Purchase Department) to R.J. Seddon, 1 October 1901, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸³ A.K. Lipsey to Patrick Sheridan, 16 January 1902 (telegram); Peter Gilchrist to Patrick Sheridan, 4 March 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸⁴ Patrick Sheridan to Peter Gilchrist, 19 March 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸⁵ Patrick Sheridan to R.S. Bush, 20 March 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸⁶ R.S. Bush to Patrick Sheridan, n.d. [c. 22 March 1902], Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸⁷ Patrick Sheridan to R.S. Bush, 24 March 1902 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

A letter to Lipsey from his father, in a solicitor's handwriting, responded to his desire to obtain a loan. 'You are of course of age and must please yourself in this matter. I do not consider that I should be asked to give any consent in the business and I decline all responsibility'.⁸⁸ The following month Lipsey again requested a loan, which again was declined by Sheridan: 'An advance cannot be made to Mrs [Ema] Lipsey or her son on [the] same terms as to Mrs Edwards which I have already explained were exceptional – No doubt they will be able to arrange with one of the Government Lending Departments'.⁸⁹ Accordingly, Lipsey approached the Minister of Mines for a loan of £750.⁹⁰ Bush supported his request, arguing that 'every effort should be made to secure the Lipsey Block in the interests of Te Aroha', and a loan might lead to the offer of the freehold.⁹¹ Sheridan continued to oppose mortgages, which would 'in the end serve only to intensify the Landless Native Difficulty'. Obtaining the freehold of Lipseytown was 'not of any very great importance' to the government. 'The land brings in a very decent income to the Lipseys and they ought to be satisfied with it and not try to place encumbrances on the land which will not disappear during their lifetimes'.⁹²

In August, Sheridan explained to the Native Minister, James Carroll, that Ani had received an advance on the sale price, not a loan. 'August Lipsey has called upon me and explained that he is quite willing to execute an agreement on all fours with that executed by Mrs Edwards. He explains also that he is going to get married and settle down upon his farm which he wants to improve' with the £750, information that led Sheridan to change his mind and recommend granting his request.⁹³ Early in the following month Lipsey signed the same agreement as his sister, whereby his revenue

⁸⁸ George Lipsey to A.K. Lipsey, 6 May 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁸⁹ R.S. Bush to Patrick Sheridan, 18 June 1902 (telegram); Patrick Sheridan to R.S. Bush, 18 June 1902 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁹⁰ A.K. Lipsey to Minister of Mines, 25 June 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁹¹ R.S. Bush to Minister of Mines, 30 June 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁹² Patrick Sheridan to Under-Secretary, Mines Department, 3 July 1902, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

⁹³ Patrick Sheridan to James Carroll, 19 August 1902, Maori Affairs Department, 19 August 1902, MA 1, 13/87a, ANZ-W.

from this land, allotments 4 and 12-24 of Section 17B, Block IX, went to the Crown as repayment.⁹⁴

During 1902, Edwards sought £54 6s 2d from his brother-in-law; when this was unpaid, he took out judgment summonses which were struck out in January 1903,⁹⁵ presumably being settled out of court. The largest amount, £156 3s 11d, lent by storekeeper, William Dibsell,⁹⁶ was confessed and partly repaid, thereby avoiding a warrant of committal being taken out against him.⁹⁷ The only other suit in 1902, for £12 2s 3d, was not served.⁹⁸

BANKRUPT

Because of his financial state, in December 1902 Lipsey asked Sheridan whether the government would 'take over my share' of Lipseytown.⁹⁹ After not receiving a reply, 'under pressure from my creditors', whose claims amounted to £220, he was 'compelled' to file as bankrupt.¹⁰⁰ He described himself as a gentleman living in Auckland, where his first child had just been born.¹⁰¹ Because of his bankruptcy, he told Sheridan he was 'extremely anxious either that your department should complete the purchase of Lipsey-town or else should make me a further advance of the amount necessary to pay my creditors off', and sought

⁹⁴ Agreement of 5 September 1902, Maori Affairs Department, MA 13/87; Memorandum of 1 August 1902, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

⁹⁵ Te Aroha Magistrate's Court, Record of Judgments Summonses 1894-1928, 6/1902, BBAV 11222/2a; Civil Record Book 1896-1907, 42/1902, Judgment Summonses of 28 November 1902, 27 January 1903, BCDG 11221/2a, ANZ-A.

⁹⁶ See below.

⁹⁷ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, 22/1901, BCDG 11221/2a, ANZ-A.

⁹⁸ Te Aroha Magistrate's Court, Civil Record Book 1896-1907, 41/1902, BCDG 11221/2a, ANZ-A.

⁹⁹ A.K. Lipsey to Patrick Sheridan, 12 December 1902 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁰ A.K. Lipsey to Patrick Sheridan, 21 January 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰¹ *New Zealand Gazette*, 23 January 1903, p. 216; Birth Certificate of Minnie Aroha Lipsey, 18 January 1903, 98/1903, BDM.

immediate action.¹⁰² A week later, he sent an urgent telegram: 'Have had no reply wire'. Sheridan noted: 'Not likely to either'.¹⁰³

John Lawson, the assignee dealing with his estate, informed Sheridan that Lipsey had agreed to sell his land for about £3,000, and asked whether the Crown would purchase it.¹⁰⁴ Lawson claimed all Lipsey's money.¹⁰⁵ Sheridan replied that the government would neither give more advances nor try to complete the purchase before 31 December 1907.¹⁰⁶ When Lawson told him that creditors were 'pressing for their money' and that Lipsey said he could pay them by taking out a second mortgage on land sold to the Crown, Sheridan replied that he had no power to sanction this.¹⁰⁷

In February 1903, Minnie Lipsey made a sworn statement before Lawson that she had received £400 from her husband in late September 1902 and had lodged it in an Auckland bank. Periodically she drew cheques out for him 'when he was going to the races'. She cited two drawn on the same day in October, one for £40 and the other for £100. 'I gave him cheques whenever he wanted them. There is nothing left to my credit at the bank now'.¹⁰⁸ His liabilities totalled £295 4s 5d, the largest amount, £137, being owed to Dibsell, and the next largest, £59 1s 2d, to Edwards.¹⁰⁹ Nurse McDonald of Ponsonby sought payment of money owing to her (presumably

¹⁰² A.K. Lipsey to Patrick Sheridan, 21 January 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰³ A.K. Lipsey to Patrick Sheridan, 27 January 1903 (urgent telegram); note by Patrick Sheridan, n.d. [27 January 1903], Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁴ John Lawson (Official Assignee) to Patrick Sheridan, 19 January 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁵ John Lawson to Patrick Sheridan, 10 February 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁶ Patrick Sheridan to John Lawson, 26 March 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁷ John Lawson to Patrick Sheridan, 24 March 1903; Patrick Sheridan to John Lawson, 27 March 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁸ Sworn Statement of Minnie Lipsey before John Lawson, 10 February 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁰⁹ Statement of Liabilities, 14 April 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

for medical attention to their child), but was told that the estate was not responsible for any debt incurred after the bankruptcy.¹¹⁰

In the following month Lawson discussed Lipsey's situation with James Carroll and subsequently informed him that Lipsey had sworn that 'every penny of the £750, received as part payment of the £3,000 purchase money, was exhausted as early as' last January.

Since then he and his wife & child have been boarded on credit by a Mrs Montgomery to whom he is indebted a considerable amount – much to her inconvenience, being in poor circumstances. She is loath to turn them out, solely out of consideration for the wife & child.

Lipsey tells me that he could raise sufficient money to clear with his creditors by paying a very high rate of interest,

but Sheridan had refused permission. He inquired whether Lipsey could obtain a loan under the Advances to Settlers Act, which could liquidate his debts, after which he could be given 'an allowance of, say, £8 per month for maintenance until the balance of the purchase money' was due, on 31 December 1907.¹¹¹ Carroll said this was not possible, and that 'it would not be prudent on my part to assent to any further encumbrance on the land' until it was fully purchased. Before the sale was completed Lipsey must obtain a court order defining and locating his interest.¹¹² Lawson discussed this decision with Lipsey and sent him a copy of Carroll's letter.¹¹³

The following month, Lipsey's solicitor asked for a loan of £500, based on his interest in Lipseytown, noting that the government valuation of it was £11,636.¹¹⁴ Once again Carroll declined, pointing out that this

¹¹⁰ John Lawson to Nurse McDonald, 3 April 1903, Official Assignee, Latterbook 1903-1904, p. 82, BAAB 11038/1a, ANZ-A.

¹¹¹ John Lawson to James Carroll, 28 May 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹² James Carroll to John Lawson, 13 July 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹³ John Lawson to A.K. Lipsey, 23 July 1903, 3 August 1903, Official Assignee, Letterbook 1903-1904, pp. 430, 463, BAAB 11038/1a, ANZ-A.

¹¹⁴ W.A. Styak to James Carroll, 26 August 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

valuation was for the whole of the Lipsey Block, not just Lipseytown.¹¹⁵ Late that month, William Duncan, the chief valuer of the Government Advances to Settlers Office, asked Sheridan, on Lipsey's behalf, whether he would consider buying his share of the township. 'He is without money, and from what I can gather has nothing to live on, as his share in the rent is held by the Paymaster General at present, although he states that he has legal advice that there is no authority for holding rentals for Native land on account of bankruptcy'.¹¹⁶ Sheridan explained to Duncan that, under the sub-division of the Lipsey Block, Lipsey was sole owner of Section 17B, of 33 acres, and had a quarter interest in Section 17D, 144 acres 1 rood and 36 perches. This comprised the Lipseytown portion of Te Aroha, the other 16 acres 2 roods and 8 perches being outside the township.¹¹⁷ Section 17B was above the main road to Paeroa, and Section 17D between it and the railway line.¹¹⁸

I think you will find that he has not put the question correctly before the lawyer who gave him the legal advice you mention.

The advance of £750 was authorised on the very plausible statement to the Minister that he was going to get married and settle down on subdivision 17B, on the improvement and cultivation of which he intended to expend the greater portion of the money. The next news the Minister received was that nearly all the money was lost on the racecourse and that Mr Lipsey had filed his schedule.

Once Lipsey's quarter-share in Section 17D was 'located by partition', Carroll 'would not be unwilling to favourably consider any request' to purchase his interest, 'provided the proceeds of the sale can be safe-guarded in some reasonable manner for the benefit of Mr Lipsey and his family'. He enclosed the necessary form in case Lipsey decided to apply for partition.¹¹⁹

¹¹⁵ James Carroll to W.A. Styak, 10 September 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹⁶ William Duncan (Chief Valuer, Government Advances to Settlers Office) to Patrick Sheridan, 28 September 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹⁷ Patrick Sheridan to William Duncan, 6 October 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹⁸ Map of Lipsey's Block, filed after telegrams of 27 December 1906, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹¹⁹ Patrick Sheridan to William Duncan, 6 October 1903, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

Three months later, after Lipsey again spoke to him about his bankruptcy, a clearly exasperated Carroll sent an urgent telegram to Sheridan: 'If his interest is good enough and there is a margin perhaps better let him exhaust it and be done with him'.¹²⁰ Sheridan disagreed, pointing out that he had told Lipsey months ago to locate his interest, which could then be sold or a loan raised. 'No use his bothering us further. Even if we were willing Audit would not pass voucher'.¹²¹

Two months later, in March 1904, Mrs Elizabeth Macdonald,¹²² with whom Lipsey and his family were boarding in Ponsonby, informed Carroll that he owed her £40 and asked whether she could obtain her money from his department.¹²³ In querying whether Lipsey had applied to have his interest partitioned, Sheridan commented that it 'would not be worth much more' than the amount already advanced.¹²⁴ Although Sheridan was told to expect, within a week, an application from all three owners to partition the block,¹²⁵ Lipsey did not lodge an application. At the beginning of June, when back in Te Aroha, Minnie, 'being in very straightened circumstances', asked Carroll for maintenance from part of Lipsey's goldfield revenue. 'I have two young children and practically speaking am living on charity'. Both her father and a Member of Parliament recommended that she receive half the income and that the time of repayment be extended.¹²⁶ This recommendation was declined until Lipsey's interest was 'defined and

¹²⁰ James Carroll to Patrick Sheridan, 4 January 1904 (urgent telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²¹ Patrick Sheridan to James Carroll, 7 January 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²² *Auckland Electoral Roll, 1903*, p. 171.

¹²³ E. Macdonald to James Carroll, 19 March 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²⁴ Patrick Sheridan to H.J. Gill, 17 April 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²⁵ H.J. Gill to Patrick Sheridan, 22 April 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²⁶ Minnie Lipsey to James Carroll, 1 June 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

located' on the partition.¹²⁷ Finally, on 1 August, the court registrar reported that Lipsey and his sister had applied to partition Section 17.¹²⁸

In early October, Lipsey's father-in-law informed Carroll that the property had been subdivided to the satisfaction of all members of the Lipsey family, and that Lipsey had told him that the warden would apply to obtain £1,000 for him.

You will remember I told you Augie was buying my Farm here for £1000.

Since then this arrangement has dropped through I thought it would be better if he built a House & made a home on his own Land that has been Reserved for him in Te Aroha.

He has already done a lot of work on it & he is hoping you will be able to let him have some money so that he can get on with building the House.

You are aware that Augie is an indischarged Bakrupt and therefore could not incur any debts even if he could get credit So for this last seven months I have had to find everything his wife two children & himself have wanted & this has caused me to get into debt. So I hope you will do your best to let him have the money so that they can get into a home of their own.

With regards selling the property I may say both his Mother & Father are very much against him doing so. His Wife also thinks it would not be safe for him to sell, Money is a very slippery thing with some people.¹²⁹

On the same day, Lipsey applied to Bush for a loan of £2,000.¹³⁰ Bush told Sheridan that Lipsey was 'anxious for money', for his house would cost £3,000.¹³¹ After the local Member of Parliament asked whether a decision had been reached, Carroll signed a letter, written by Sheridan, pointing out that the department did not have money for this purpose and that family

¹²⁷ James Carroll to Minnie Lipsey, 6 July 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²⁸ Registrar, Native Land Court, Auckland to Patrick Sheridan, 1 August 1904 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹²⁹ Alfred Bossons to James Carroll, 12 October 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁰ A.K. Lipsey to R.S. Bush, 12 October 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³¹ R.S. Bush to Patrick Sheridan, 14 October 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

members could raise loans on their now-partitioned land.¹³² Bush again encouraged Sheridan to buy the land ‘in the interests of the country’, and thought Lipsey would sell his township interests, but Sheridan replied, ‘Cannot make any further advances’.¹³³ In December, Lipsey offered to sell his interest in the township.¹³⁴ Sheridan responded that he would ‘do nothing until partition orders are signed and registered’.¹³⁵

In mid-1905, Cabinet decided that all Maori land in Te Aroha would be acquired.¹³⁶ Two months later, Lipsey sought to complete the sale of part of his interest.¹³⁷ This portion was valued at £1,600, but when Lipsey alleged this was ‘very much below the present market value’ of £2,445, Sheridan asked for Bush’s opinion.¹³⁸ ‘Young Lipsey’s idea’ was that ‘the price should be a sum, five per cent on which, would be equivalent to the present income from the land’.¹³⁹ Bush explained that Lipsey wanted to sell 49 allotments, 26 of which were let at £3 per annum, four at £2, and the remaining 19 at £1, bringing in an annual rental of £104. ‘The Palace Hotel is erected on portion of this land’, and he considered the sections were worth at least £2,500 and felt ‘sure, if the freehold was offered for sale it would realize double that sum’.¹⁴⁰ Accordingly, Sheridan recommended that £2,500 be offered, less the balance of the earlier payment un-refunded, making the

¹³² W.H. Herries to James Carroll, 19 November 1904 (telegram); James Carroll to W.H.

Herries, 21 November 1904 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³³ R.S. Bush to Patrick Sheridan, 28 November 1904 (telegram); Patrick Sheridan to R.S.

Bush, 28 November 1904 (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁴ Hesketh and Richmond to Patrick Sheridan, 2 December 1904, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁵ Patrick Sheridan to Hesketh and Richmond, n.d. [?2 December 1904] (telegram), Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁶ Under-Secretary, Mines Department, to Patrick Sheridan, 30 June 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁷ A.K. Lipsey to Patrick Sheridan, 28 August 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁸ Patrick Sheridan to R.S. Bush, 12 October 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹³⁹ Patrick Sheridan to R.S. Bush, 13 October 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁴⁰ R.S. Bush to Patrick Sheridan, 31 October 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

total offer £2,046 5s 1d.¹⁴¹ This was accepted, the remainder of the advance of £750 was repaid, £358 14s 8d was paid to the assignee, and in February 1906 his bankruptcy was annulled because all creditors and expenses had been paid.¹⁴²

Also in February 1906, Lipsey offered to sell the balance of his land for £1,050, to be purchased within three months.¹⁴³ Bush noted that he obtained from £30 to £40 annually in rent from these sections, all but one of which had been let. Acquiring his land would freehold all Lipseytown from Boundary Street to the railway station (apart from the sections owned by Ani) on the river-side of Whitaker Street, an opportunity which should not be 'allowed to slip', as Te Aroha was 'growing rapidly'. He had 'no doubt' the land could be 'procured for something less'.¹⁴⁴ In December, Lipsey was told that the valuation of this land was £1,140 and another 55 acres was worth £770, and accepted £880 for part of it (not the portion between the railway line and the river).¹⁴⁵ In August 1908, he offered to sell allotments along Ema Street for £160, and accepted £140.¹⁴⁶

In April 1909, Lipsey sought permission from Carroll to sell 55 acres of Section 17D for £2,000 to a private buyer, who had lodged a deposit of

¹⁴¹ Patrick Sheridan to R.J. Seddon, 3 November 1905, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁴² R.S. Bush to Crown Prosecutor, Auckland, 9 December 1905, Thames Warden's Court, Letterbook 1905-1909, p. 45, BACL 14458/3a, ANZ-A; Patrick Sheridan to District Land Registrar, Auckland, 11 January 1906, Maori Affairs Department, MA 13/87a, ANZ-W; Supreme Court, Bankruptcy Minute Book 1898-1924, pp. 46, 60, BBAE 5631/2b; Bankruptcy Register 1893-1905, folio 327, BBAE 5639/2a, ANZ-A; *Auckland Weekly News*, 15 February 1906, p. 26.

¹⁴³ A.K. Lipsey to R.S. Bush, 13 February 1906; R.S. Bush to Patrick Sheridan, 16 February 1906, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁴⁴ R.S. Bush to Patrick Sheridan, 22 February 1906, Maori Affairs Department, MA 13/87; for map of these sections, see Tourist Department, TO 1, 05/441, ANZ-W.

¹⁴⁵ Patrick Sheridan to A.K. Lipsey, 27 December 1906 (telegram); A.K. Lipsey to Patrick Sheridan, 27 December 1906; H.R. Bush (Mining Registrar) to Warden, 9 April 1907, Maori Affairs Department, MA 1, 13/87a, ANZ-W.

¹⁴⁶ A.K. Lipsey to R.S. Bush, 7 August 1908, 14 August 1908; memorandum by Patrick Sheridan, 11 September 1908, Maori Affairs Department, MA 13/87a, ANZ-W; F.J. Burgess to Patrick Sheridan, n.d. [between 19 September and 2 October 1908], Thames Warden's Court, Letterbook 1905-1909, p. 564, BACL 14458/3a, ANZ-A.

£50.¹⁴⁷ Sheridan asked Bush to ‘ascertain what other lands Lipsey has and what his relations think of this proposal – I don’t think the Govt would consent to the sale under any circumstances: If he is not profitably occupying the land himself my own private opinion is that it shd be put back into the Gold Field’.¹⁴⁸ Bush reported that Lipsey was ‘at present’ working some of his land, ‘portion being down in crops, the remainder being used for grazing his milk cows – from what his father tells me his relations do not approve of his parting with it, he has no other land with the exception of a small block near Morrinsville which is of very little value’.¹⁴⁹

BANKRUPT AGAIN

No further financial difficulties were recorded until June 1909, when Lipsey was sued for a mere £1 13s.¹⁵⁰ Two days later, he was adjudged bankrupt on the petition of Dibsell, who had obtained judgment against him for £908 18s 5d.¹⁵¹ The other principal creditor, Peter Baine, was owed £194; his total liability was £1,245 2s 5d. Assets were recorded as land valued at £3,200 plus £140 in cash.¹⁵² His father-in-law wrote to Carroll:

You will remember my coming to Wellington to see you some years ago. After that he sold part of the Township of Te Aroha to pay his creditors with. (They had then made him a bankrupt.) I understand he paid a Mr Dibsell £700, money that he was supposed to have borrowed for gambling. Now this same Mr Dibsell makes him bankrupt again claiming £900 this time money lent for same purpose. Now it seems to me as if this man

¹⁴⁷ A.K. Lipsey to James Carroll, 2 April 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁴⁸ Patrick Sheridan to R.S. Bush, 14 April 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁴⁹ H.R. Bush to Patrick Sheridan, 10 May 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁵⁰ Te Aroha Magistrate’s Court, Civil Record Book 1907-1911, 39/1909, BCDG 11221/2b, ANZ-A.

¹⁵¹ Supreme Court, Bankruptcy Minute Book 1898-1924, p. 86, BBAE 5631/2b, ANZ-A; Statement by Official Assignee, n.d. [after 8 August 1911], Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁵² Adjourned Meeting of Creditors, 14 July 1909, 1909/30, BAEA, A878/46, ANZ-A; *Auckland Weekly News*, 15 July 1909, p. 25.

has laid himself out to ruin this young fellow & starve his wife & family. They have 6 very little children & the Mother is just getting over a very serious illness, & I ask your sympathy for her & children. She had the home in her name but they are now eating it up & have raised a mortgage on it, so it will soon be gone. Mr Lipsey has other property & I would ask you as Native Minister to protect that for the children as I do not think he will ever work for them. I bought them cows to milk for the town, & put them in the wife's names so as to give him a chance to make a little, & now I find that they are mortgaged. He seems to have very little sense, and if things go on as they have been doing he will soon be a pauper on the country.¹⁵³

Lipseley attributed his 'failure to unlucky speculation, and the exorbitant rate of interest charged by some of his creditors'.¹⁵⁴ He did not explain that his speculations were on the racetrack. His creditors were told that although the 'nominal surplus' was £2,094 17s 7d, 'the liabilities were incorrectly stated & value of the assets had merely been guessed at according to Lipsey's own admission'. Lipsey now stated that his debt to Baine was 'over £400, he having admitted the claim of £250 for compensation for improvements to the property rented by Mr Baine and now again used by Lipsey'. (The use of the honorific for the creditor and its non-use for the debtor indicated the assignee's opinion of him.) The assignee would investigate Dibsell's claim further, and warned that as Lipsey's property was Maori land 'there would be difficulties in the way of realisation'.¹⁵⁵

Shortly afterwards, Bossons told Thomas W. Fisher, the under-secretary of the Native Affairs Department, that Lipsey was 'now trying to make a living for his family off it', meaning Block IX Section 17B, 'by milking for the Town. The Bankruptcy so far has not turned well for Mr Dibsell the Creditor who caused him to be Bankrupt'.¹⁵⁶ In March 1910, when Lipsey was selling just over an acre to the Crown, he offered to give it first option to buy the remaining 53 acres for £2,000; the price of £37 15s

¹⁵³ Alf Bossons to James Carroll, 2 July 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁵⁴ *Auckland Weekly News*, 15 July 1909, p. 25.

¹⁵⁵ Adjourned Meeting of Creditors, 14 July 1909, 1909/30, Creditors' Meeting 1909, BAEA A878/46, ANZ-A.

¹⁵⁶ Alf Bossons to T.W. Fisher (Under-Secretary, Native Affairs Department), 22 July 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

per acre was 'a low price indeed for the land'.¹⁵⁷ The warden, now Frederick Joseph Burgess, understood that this land was 'not affected by the provisions of his mother's will'.¹⁵⁸ A week later, Minnie wrote to Carroll:

Having heard that my husband Augustus Lipsey has been trying to dispose of his property here I am writing to ask you to prevent his doing so. This is the last property left & as I have a herd of dairy cows which my father bought running on the place from which I derive a living for myself & six young children things would be in a serious condition if he were allowed to part with this land.¹⁵⁹

Carroll responded that, as her husband did 'not hold a sufficiency of other lands to enable him to effect a sale of his property at Te Aroha, it is quite unnecessary for me to interfere in the matter'.¹⁶⁰ Nearly three months later, Sheridan evaluated the holdings of the Lipsey family and the possibilities of acquiring it. Although Akuhata and Ani were 'not affected by their mother's will', having obtained their land before her death, as they had no other land they could not sell. Lipsey was 'improvident and has little or no knowledge of the value of money'.¹⁶¹

Two months later, Lipsey complained to Carroll that, although he wished to sell his land for £2,000, he could not. 'In the meantime the land is being taken charge of by blackberries and I have no money with which to fight them. If this goes on it will depreciate the value of my land considerably whereas if the Government would buy it, it would greatly help me to get on my feet'.¹⁶² Once again, his plea was ignored.

¹⁵⁷ A.K. Lipsey to F.J. Burgess, 24 March 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁵⁸ F.J. Burgess to Patrick Sheridan, 24 March 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁵⁹ Minnie Lipsey to James Carroll, 2 April 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁶⁰ James Carroll to Minnie Lipsey, 5 May 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁶¹ Memorandum of Patrick Sheridan, 28 July 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁶² A.K. Lipsey to James Carroll, 23 September 1910, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

In late 1911, the assignee reported that Lipsey owed 16 unsecured creditors £1,057 1s 8d and secured creditors £31. An additional £483 13s 11d was rejected as submitted 'after time'. Of the amount owing to Dibsell, £569 was 'moneys from time to time lent'. Lipsey provided details of his assets and the values he gave to them:

Section 17B Block IX Aroha, 53 acres 1 rood 11.48 perches, £2,700;
 an interest in land at Morrinsville, £200;
 an interest in land at Ohinemuri, £100;
 an interest in 'Piako Swamp', £200';

a total of £3,200, 'together with a sum of £140 cash lying in the Warden's Court Thames being the purchase money of land which had been previously sold to the Crown'. The assignee discovered that the £140 had been received by Lipsey but 'never accounted for', which was an offence under the Bankruptcy Act. Lipsey was required to account for all rents received, but had 'not kept any books of account or other record of his transactions or income'. Ordered to appear in the magistrate's court in Auckland in early August, he did not appear.¹⁶³ Under the headline 'An Evasive Bankrupt', the *Te Aroha News* reported that although he was required to be examined 'with a view to discovering his property and enforcing a surrender of certain monies', the assignee had received a telegram 'praying that the case be adjourned. No reasons were stated, and it was believed that the man was attempting to evade the examination'.¹⁶⁴ 'Before approaching the Court' the assignee had 'communicated with the debtor, who had answered him in a rather impertinent manner, referring him to the Native Minister'.¹⁶⁵ The *Te Aroha News* understood that Lipsey had 'no less than £3200 worth of native land in his possession, which is, of course, protected by the Native Land Act and secured from confiscation'. The principal creditors, Dibsell's executors, believed that he had received money from the government 'for some property' which should have been given to the assignee and that 'rents accruing from the protected land rightfully belong to the creditors'.¹⁶⁶

The day after failing to appear, just as the assignee was about to issue a warrant for his arrest, Lipsey appeared and 'voluntarily offered' to execute

¹⁶³ Statement by Official Assignee, n.d. [after 8 August 1911], Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W; *Auckland Star*, 7 August 1911, p. 5.

¹⁶⁴ *Te Aroha News*, 10 August 1911, p. 2.

¹⁶⁵ *New Zealand Herald*, 8 August 1911, p. 6.

¹⁶⁶ *Te Aroha News*, 10 August 1911, p. 2.

a mortgage over Section 17B to secure payment of £677 on 1 January 1912, with interest in the meantime of £4 per cent. This sum would pay the secured creditors and all unsecured creditors 20s in the £ apart from the executors of Dibsell's estate, who would receive 10s in the £ as full satisfaction, and meet all the costs. The mortgage was offered on condition that his creditors would 'facilitate his discharge' and he would be 'released from accounting for any of the purchase moneys received' from the Crown for his land and for his rents 'and shall be released from the publicity of an examination'. His offer was accepted and the mortgage arranged as from 8 August.¹⁶⁷

In September, Minnie's father wrote to Carroll, whom he understood was being asked to approve the sale of Lipsey's property to satisfy Dibsell's claim. He pointed out that Dibsell had twice made him bankrupt.

I understand he paid Dibsell nine hundred pounds the first time. After this he must have invited Lipsey to start borrowing again without any security & now says he owes him another £900. Dibsell seems to have refused to go in with the case while he was alive, but a traveller who is no relation of Dibsell's seems to have worked himself into Dibsell's favour getting most of his money & leaving Dibsell's relations threatening Law to get some of his money from him. This man who must be Dibsell's Executor is now asking the official assigner to get you to agree to rob Lipsey's wife & children to put the money into his pocket. I must ask you as the Father & Grandfather of this helpless woman & children to refuse to be a party to it. If Lipsey honestly owed the money & had had it for food or necessaries of life it would be different, but if he had had it at all it must have been for betting & was prepared to pay any interest that he asked. I saw a letter from Dibsell in which he asked Lipsey to get me to pay £200 & he would settle it. So he may have had £200 I do not know. I wrote to you some time ago about the same subject & since then I thought the thing was done with. Hoping you will give this your favourable consideration which I feel sure you will.¹⁶⁸

On 8 November, Minnie and her father sent a telegram to Fisher, the under-secretary: 'Prevent registration of Mortgage of Augustus Lipsey's

¹⁶⁷ Statement by Official Assignee, n.d. [after 8 August 1911], with List of Unsecured Creditors, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁶⁸ Alf Bossons to James Carroll, 12 September 1911, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

property Te Aroha'.¹⁶⁹ In December, Walter Bowler, the president of the Waikato-Maniapoto District Maori Land Board,¹⁷⁰ explained that his board accepted the assignee's statement about Lipsey's other land. The main reason his board recommended confirming this mortgage was that Lipsey 'had probably rendered himself liable to arrest and prosecution, and that the solution suggested seemed the only way out of his difficulties'.¹⁷¹ Sheridan subsequently reported to Fisher:

From inquiries which I made at Te Aroha I am strongly of opinion that this mortgage should not be sanctioned.

August Lipsey is not capable of looking after his own affairs and is an improvident spendthrift of the most reckless kind. He has a European wife and 4 or 5 young children who will eventually become a charge upon some Charitable Aid Board if this land is taken away from them and this mortgage would certainly be the first step in that direction, as neither Lipsey nor they would afterwards be able to pay the interest upon it.

I could get no information as to the other lands which it is alleged Lipsey holds.... Perhaps the President of the Waikato-Maniapoto Board can supply the information.

As to the £140 proceeds of sale of other lands, it was protected by section 34 of "The Native Land Laws Amendment Act, 1895," and was urgently required for the support of Lipsey's family, who were then, and are still, in indigent circumstances.

Lipsey's father and father-in-law assert that nearly all the moneys proposed to be secured by the mortgage were previously paid by Lipsey either in full or by a composition with a deceased creditor in connection with a former bankruptcy, and Lipsey himself told me that he handed documents in proof of this statement to the Official Assignee in Bankruptcy.

I certainly gained the impression that Lipsey was frightened into executing the mortgage by threats of arrest or imprisonment and I would advise the Minister to instruct the Crown Solicitor at Auckland to inquire into and report fully on the matter before any further steps are taken.¹⁷²

¹⁶⁹ Minnie Lipsey and Alf Bossons to T.W. Fisher, 8 November 1911 (telegram), Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁷⁰ See Richard Boast, *Buying the Land, Selling the Land: Governments and Maori land in the North Island 1865-1921* (Wellington, 2008), pp. 306-307.

¹⁷¹ W.H. Bowler (President, Waikato-Maniapoto District Maori Land Board) to T.W. Fisher, 19 December 1911, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁷² Patrick Sheridan to T.W. Fisher, 8 January 1912, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

The following day, Fisher told Bowler that, 'knowing Akuhata Ripihia [Lipsey] as you do, any statement of his would require further authentication than his bare word'. His family needed protecting, and the board was instructed to find out what other land he held.¹⁷³ Fisher also explained the circumstances to Carroll, appending Sheridan's report, which had been made after Fisher had asked him to meet Lipsey. 'When I was at Te Aroha recently over land purchase matters', Lipsey had told him that he had signed the mortgage to the assignee mainly because he was afraid of being imprisoned for having failed to account for spending the money received from land sales.

On several occasions Mr Ripihia has approached the Department with a view to obtaining a mortgage over his property, but it has always been refused on the grounds that he has not the necessary area of other land to comply with the requirements of the Native Land Act, 1909.

The case is one which in the past has received public attention by Press Association telegrams being disbursed, pointing out how a Native can, by the Native land legislation, shield himself from the usual order of the Court as to payment of just liabilities. Unfortunately this man is one who I think we may consider will always be in trouble and in the present case I doubt whether, once the mortgage is placed on the property, the interest and charges would be paid up, and, therefore, default would follow and by this procedure the wife and children would suffer. However, they will not, I presume, be Natives as defined within the meaning of the Native Land Act, 1909. I judge myself from conversation with Mr Ripihia at Te Aroha that he signed the mortgage feeling satisfied that the Government would refuse the Order in Council and, therefore, has taken advantage of the position.¹⁷⁴

Later in 1912, when officials discussed acquiring Lipsey's Section 17B for residence sites, despite not being as suitable as his father's land, Fisher

¹⁷³ T.W. Fisher, to W.H. Bowler, 9 January 1912, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁷⁴ T.W. Fisher to James Carroll, 9 January 1912, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

noted that he had 'made some arrangement' with the assignee 'on account of his creditors, to mortgage this land'.¹⁷⁵

During the period when he was an undischarged bankrupt, Lipsey was careful with his money, the only times he was sued between 1911 and 1913 being an annual suit to force him to pay his rates plus £6 1s 2d owed to a storekeeper.¹⁷⁶ He was not sued again until 1917.

In January 1914, a firm of solicitors wrote to William Herbert Herries, the Native Minister, about the 'nearly £1000' owed to the executors of Dibsell's estate. Although Lipsey's mortgage on his Te Aroha land had been sent for the Governor's consent on 20 September 1911, consent had not been given. 'Mrs Lipsey has just come to us, and states that her husband has just disposed of certain lands to the Crown, the purchase money of which is immediately payable, and has asked us to do what we can to bring the matter of the Bankruptcy to finality; - hence this letter'. They explained that, in November 1912, Lipsey had arranged that the executors accept £200 in full settlement, and proposed that the other creditors 'should facilitate his discharge on payment of a composition of 5/- in the £, which would require £45:15:10'. The assignee declined to call a meeting of creditors unless Lipsey handed the money to him or a trustee until a final decision was reached. As the solicitors thought the other creditors would accept 5s, they asked if the money to be paid to Lipsey would be paid to his creditors. 'This letter is written at the instance of Mrs Lipsey, who informs us that she has interviewed you for the purpose of obtaining your concurrence as far as may be in her proposal for a composition with her husband's creditors. Her desire is to obtain her husband's discharge from bankruptcy'.¹⁷⁷ The assignee was trying to discover what land Lipsey owned, 'but Lipsey would never reply to correspondence'.¹⁷⁸ Fisher told

¹⁷⁵ F.J. Burgess to Under-Secretary, Mines Department, 16 March 1912; T.W. Fisher to Under-Secretary, Mines Department, 3 May 1912, Mines Department, MD 1, 6/14, Part 3, ANZ-W.

¹⁷⁶ Te Aroha Magistrate's Court, Civil Record Book 1911-1914, 40, 78/1911, 47/1912, entry for 27 March 1913, BCDG 11221/3a, ANZ-A.

¹⁷⁷ Parr and Blomfield to W.H. Herries (Native Minister), 15 January 1914, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁷⁸ Official Assignee to W.H. Bowler, 23 February 1914, Maori Affairs Department, Hamilton, BACS A102/8365, ANZ-A; W.H. Bowler to T.W. Fisher, 24 February 1914, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

Herries that he had 'no doubt the other lands mentioned as belonging to Mr Aug Lipsey are mostly imaginary'.¹⁷⁹

In February 1915, a firm of Te Aroha solicitors told Herries that they had 'a large number of accounts in hand for collection from' Lipsey, who was 'anxious to pay these debts' but could not do so unless allowed to sell land. Section 17 was 'tied up' both through being Maori land and because of his bankruptcy. Supporting the requests that he be permitted to sell land, they claimed that 'during the past six months Lipsey has turned over a new leaf; he no longer loaf around Te Aroha', but was 'hard at work in the County as foreman' for Baine, a cartage contractor.

He appears to waste no money, and looks the better, physically and mentally, for the regular labour he has been engaged in. Lipsey does not wish to sell all the land, but only so much as will enable him to pay his creditors and erect a house for himself and his family. We think that if he were enabled to do this, he would most probably take advantage of the opportunity afforded him, and improve his position and prospects very considerably.¹⁸⁰

In response, Fisher advised Herries that the 1911 decision of the land board to allow the land to be 'held by way of mortgage' by the assignee 'on behalf of the creditors' was based on the understanding, 'presumably incorrect', that Lipsey had land at Morrinsville, Ohinemuri, and Piako worth £500. In May the previous year, when Herries met Lipsey the latter promised to provide a list of other lands, which Fisher assumed had not been done. It was 'generally considered that he has very little (if any) other lands, excepting the property at Te Aroha'.¹⁸¹ Fisher was not entirely correct: that year it was discovered that Lipsey held eight acres in part of the Karamu B block.¹⁸²

When his land was valued in July 1915, 39 acres 1 rood and 28 perches of Section 17B was allotted a capital value of £3,300, of which £50 was a

¹⁷⁹ T.W. Fisher to W.H. Herries, 4 April 1914, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁸⁰ Barnard and Nicholls to W.H. Herries, 12 February 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁸¹ T.W. Fisher to W.H. Herries, 12 March 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

¹⁸² Memorandum of 21 July 1915, Maori Affairs Department, Hamilton, BACS, A102/8365, ANZ-A.

building he had erected and £250 was buildings erected by tenants. 15 acres 2 roods 12 perches were valued at £1,350, of which £100 represented improvements he had made.¹⁸³ Fisher believed Lipsey wanted to sell 10 acres and had had them specially valued. The assignee was 'prepared to accept 5/- in the £ on all approved claims in the Lipsey Estate, and then allow Lipsey to get his discharge'; any balance would go to Lipsey.¹⁸⁴ The creditors agreed on condition that the settlement was made within ten days of 30 September. The cost of administering the estate, £462 6s 1d, were taken from the proceeds of the sale.¹⁸⁵ When the 10 acres were sold in early October, for £2,500, the creditors received 6s 8d in the £.¹⁸⁶ Bowler believed the Crown had paid a 'ridiculously high price of £250 per acre'.¹⁸⁷ After this sale, Lipsey was discharged as a bankrupt, it being decided that he had not been guilty of any offences or 'gross negligence in the conduct of his business'.¹⁸⁸

MORE FINANCIAL DIFFICULTIES AND LAND SALES

In February 1916, Lipsey offered to sell another ten acres. 'I find the area remaining is not sufficient to farm and my idea is to sell this land and purchase elsewhere, at the present time I am negotiating for the purchase of a farming property near Paeroa which I would like very much to get', but

¹⁸³ 'Aroha Block IX – Lipsey Estate', date of valuation 26 July 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁸⁴ T.W. Fisher to W.H. Bowler, 2 September 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁸⁵ W.S. Fisher (Official Assignee) to T.W. Fisher, 30 September 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁸⁶ W.H. Bowler to T.W. Fisher, 6 October 1915; T.W. Fisher to Under-Secretary, Lands and Survey Department, 20 November 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁸⁷ W.H. Bowler to T.W. Fisher, 2 November 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁸⁸ Memorandum of 2 December 1915, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W; Supreme Court, Bankruptcy Minute Book 1898-1924, pp. 164, 185, 203, BBAE 5631/2b; Bankruptcy Register 1905-1914, folio 121, BBAE 5639/2b, ANZ-A; *Observer*, 14 April 1917, p. 20.

he required more money.¹⁸⁹ Fisher told him that he would ‘readily understand the danger there is that a sale of the balance of your land in Te Aroha may leave you landless’, and asked for details of his other land.¹⁹⁰ Ignoring this question, Lipsey replied that he wanted to sell land at £230 an acre to provide him with the £1,200 needed to build a house.¹⁹¹ He wanted to build it because he was paying £1 in rent each week. He agreed to Fisher’s suggestion that the sale price be £2,760, £1,200 going to the architect, he to receive government debentures for £1,250 and the balance in cash.¹⁹² However, the valuer confirmed Bowler’s view that Lipsey was trying to sell ‘the worst part of the block’, which was not suitable for residence sites, at an excessive price.¹⁹³ Because of this hurdle, Lipsey negotiated with a private person, but an Order in Council forbade private dealings in this land for a year.¹⁹⁴ The Native Department did not recommend that Lipsey’s ten acres be acquired, and would only pay the valuation of £138 per acre for his 41 1/2 acres, which was lower than Lipsey wanted.¹⁹⁵ The land purchase board decided that, should it purchase his land, ‘as much as possible of the purchase money’ was ‘to be paid in debentures, such debentures to be for as long a period as possible’.¹⁹⁶ Bowler discussed the offer with Lipsey; ‘We went into the matter at great length’, and ultimately Lipsey gave a written undertaking to sell the whole of his remaining interest in Section 17B, 41 1/2 acres, ‘for £ 6,000, half to be paid in cash and the balance in debentures payable in 21 years and bearing

¹⁸⁹ A.K. Lipsey to W.H. Bowler, 5 February 1916; A.K. Lipsey to W.H. Herries, 28 February 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁰ T.W. Fisher to A.K. Lipsey, 13 March 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹¹ A.K. Lipsey to T.W. Fisher, 17 April 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹² T.W. Fisher to A.K. Lipsey, 19 April 1916; A.K. Lipsey to T.W. Fisher, 24 April 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹³ W.H. Bowler to T.W. Fisher, 13 May 1916; A.D. Newton (valuer) to Chief Surveyor, n.d. [before 10 July 1916], Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁴ Acting Under-Secretary, Native Department, to W.H. Bowler, 5 September 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁵ Acting Under-Secretary, Native Affairs Department, to W.H. Bowler, 5 October 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁶ Memorandum of Native Land Purchase Board, 30 September 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

interest at 4 1/2% per annum'. If this was paid, he would 'surrender to the Crown, without any extra consideration, any interest he may have in the upper portion of Ema Street'. According to Lipsey, Herries had admitted that he was 'entitled to some consideration' for the latter. Although the price was 'between £6 and £7 in excess of the price offered (£138 per acre)', because of the extra concession it was not unreasonable. Lipsey was 'very anxious for a speedy settlement', and Bowler believed that if the Crown did not accept his offer he would accept the valuation.¹⁹⁷ The board offered £141 per acre, 'a compromise between the amount first offered by the Crown (£138 per acre) and the price asked by Mr Lipsey (about £144 per acre)'. Lipsey had transferred any rights to Ema Street to the Crown when he had sold his ten acres, and Bowler was asked to obtain a formal assignment from him that would 'bar any future claim'. The purchase would be paid by '£3000 in debentures with a currency of 21 years at 4 1/2%, the balance payable in cash', and Bowler was asked to obtain immediate agreement.¹⁹⁸ Lipsey agreed, and received £5,862 19s 1d, £3,000 in debentures.¹⁹⁹

In October 1916, Lipsey had liabilities totalling £595.²⁰⁰ Five months previously, his wife had been granted an overdraft of £50. At that time, Lipsey was selling 40 acres at Ruakaka to the government at £230 an acre, a total of £9,200. In November, Minnie was allowed an overdraft of £300 until Lipsey received his money. 'She wants to pay £100 on a/c Motor Car'.²⁰¹ The following month, when payment was received, it turned out that the government had bought about 44 acres for £3,000 in cash and £7,000 in war bonds.²⁰² His bank manager assessed him as being worth

¹⁹⁷ W.H. Bowler to T.W. Fisher, 2 November 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁸ C.B. Jordan (Under-Secretary, Native Department) to W.H. Bowler, 13 November 1916, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

¹⁹⁹ W.H. Bowler to C.B. Jordan, 9 February 1917, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

²⁰⁰ Bank of Australasia, Te Aroha Branch, Half-Yearly Balance Book, Balance as at 16 October 1916, p. 43, Bank of Australia and New Zealand Archives, Wellington.

²⁰¹ Bank of Australasia, Te Aroha Branch, Diary Ledger 1910 onwards, folio 24, 'Minnie Lipsey', Bank of Australia and New Zealand Archives, Wellington.

²⁰² Bank of Australasia, Te Aroha Branch, Diary Ledger 1910 onwards, folio 24, 'Settlement', Bank of Australia and New Zealand Archives, Wellington.

from £5,000 to £7,000.²⁰³ With this capital, he leased a 400-acre farm at Manawaru for seven years at £600 per annum, with a right of purchase at £40 an acre. His bank manager advised him 'to open a/c in his own name in connection with farm. Will do that and transfer £40 monthly to Mrs Lipsey's a/c for household purposes'.²⁰⁴ The following month he received £1,500 for selling 100 fat cattle, and paid £280 off his car account.²⁰⁵

In June 1919, when the Manawaru farm was sold 'at a figure aggregating over £20,000', the newspaper report implied that it was not leased but was his freehold property.²⁰⁶ As the farm had not solved his financial difficulties, labourers had to sue him to obtain their wages. In the first case, in December 1917, he confessed to owing one man £51 9s 6d.²⁰⁷ The following year, he was sued for a total of £306 16s 5d owing to men working on his farm, to merchants, and to the council.²⁰⁸ In 1919 he was sued by merchants and the council for £282 16s 3d,²⁰⁹ and Minnie was sued for £100, presumably money obtained on her husband's behalf.²¹⁰ In 1920 Lipsey was sued by a farmhand for £21 10s 6d, by a publican for £54 on a promissory note, and by a builder for £83 on a dishonoured promissory note.²¹¹ In addition, judgment summonses had to be issued to force him to

²⁰³ Bank of Australasia, Te Aroha Branch, Half-Yearly Balance Book, Balance as at 16 October 1916, p. 43, Bank of Australia and New Zealand Archives, Wellington.

²⁰⁴ Bank of Australasia, Te Aroha Branch, Diary Ledger 1910 onwards, folio 24, entries for 28 November 1916, 13 March 1917, Bank of Australia and New Zealand Archives, Wellington.

²⁰⁵ Bank of Australasia, Te Aroha Branch, Diary Ledger 1910 onwards, folio 24, entry for 3 April 1917, Bank of Australia and New Zealand Archives, Wellington.

²⁰⁶ *Te Aroha News*, 27 June 1919, p. 2.

²⁰⁷ Te Aroha Magistrate's Court, Civil Record Book 1917-1920, 93/1917, BCDG 11221/4a, ANZ-A.

²⁰⁸ Te Aroha Magistrate's Court, Civil Record Book 1917-1920, 60, 67, 68, 70, 87/1918; Judgment Summons heard on 11 October 1918, BCDG 11221/4a; Plaintiff Book 1918-1926, 87/1918, BCDG 11224/2a, ANZ-A.

²⁰⁹ Te Aroha Magistrate's Court, Civil Record Book 1917-1920, 11, 36, 42, 125, 152/1919, BCDG 11221/4a; Record of Judgment Summonses 1894-1928, 48, 49/1919, BBAV 11222/2a, ANZ-A.

²¹⁰ Te Aroha Magistrate's Court, Civil Record Book 1917-1920, 16, 66, 67/1919, BCDG 11221/4a; Plaintiff Book 1918-1926, 16, 66, 67/1919, BCDG 11224/2a, ANZ-A.

²¹¹ Te Aroha Magistrate's Court, Plaintiff Book 1918-1926, 43-45/1920, BCDG 11224/2a, ANZ-A.

pay £164 10s.²¹² When he did not appear in court in June over one summons, he was ordered to pay or be imprisoned.²¹³ Other debts, totalling £213 17s 10d, did not require threats to ensure payment.²¹⁴

In 1921, he was threatened with imprisonment of 76, 15 and 10 days unless three judgment summonses (for £85 5s, £15 15s 3d, and £9 15s respectively) were paid immediately.²¹⁵ Another such summons, for £47 18s 8d, was struck out because the plaintiff, the Farmers' Co-operative Auctioneering Company, did not appear.²¹⁶ Minnie was sued for interest on her mortgage amounting to £41 19s.²¹⁷ She was sued also for another £5 10s, but as usual her husband had more debts, in this year totalling £51 4s 10d.²¹⁸ Probably because merchants were unwilling to provide credit, only one debt was recorded in 1922, when the billiard marker in his saloon sued for wages amounting to £13 16s; a judgment summons was required to obtain payment.²¹⁹ The following year, when Lipsey did not appear in court when the judgment summons for £46 8s 2d owed to the Auckland Co-operative Auctioneering Company was considered, he was ordered to pay immediately or spend 46 days in prison. The warrant of committal was

²¹² Te Aroha Magistrate's Court, Record of Judgment Summonses 1894-1928, 3, 8, 24, 27/1920, BBAV 11222/2a; Civil Record Book 1920-1922, Judgment Summonses heard on 23 April 1920, 11 June 1920, 6 August 1920, 10 September 1920, BCDG 11221/4b, ANZ-A.

²¹³ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, Judgment Summons heard on 11 June 1920, BCDG 11221/4b, ANZ-A.

²¹⁴ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, 103, 128, 148, 220, 234/1920, BCDG 11221/4b, ANZ-A.

²¹⁵ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, Judgment Summonses heard on 14 March 1921, 14 April 1921, BCDG 11221/4b, ANZ-A; Magistrate's Court, *Te Aroha News*, 13 May 1921, p. 3.

²¹⁶ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, Judgment Summons heard on 29 September 1921, BCDG 11221/4b, ANZ-A.

²¹⁷ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, 155/1921, BCDG 11221/4b, ANZ-A.

²¹⁸ Te Aroha Magistrate's Court, Civil Record Book 1920-1922, 3, 4, 42, 91, 98, 139, 141/1922, BCDG 11221/4b, ANZ-A.

²¹⁹ Te Aroha Magistrate's Court, Civil Record Book 1922-1923, 182/1922; Judgment Summons heard on 13 November 1922, BCDG 11221/5a; Plaint Book 1918-1926, 182/1922, BCDG 11224/2a, ANZ-A.

suspended while he paid 30s a month,²²⁰ the low amount illustrating his poverty. The following month another judgment summons issued for another firm, for £14 10s, resulted in his being required to pay immediately or be sentenced to 14 days imprisonment. His offer to pay 5s each week meant that the warrant of committal was suspended.²²¹

Although he was not sued during 1924, in March 1925 his poverty was revealed by a judgment summons being required to force him to pay £1 12s, which he paid into court.²²² Nine months later, he confessed to owing £7 8s, and in December 1926 confessed to £8 9s 3d.²²³ After nearly two years without being sued, he confessed to owing £3, and a judgment summons for £9 14s 3d resulted in his being ordered to pay or be imprisoned for four days. He paid £1 at once and agreed to pay 10s per week.²²⁴ The last time he was sued, in 1932, was for £11 0s 6d.²²⁵

HIS FINANCIAL LEGACY

Lipsey's profligate spending habits meant that his family was left in poverty. Two weeks after his death in 1936, his eldest daughter, Minnie, wrote to the Native Minister, Michael Joseph Savage, explaining that he had sold his last block of land at Te Aroha about 20 years previously.

As he was a half-caste Maori, not Europeanised, the Government ... gave him a certain sum of money and made him accept £3000 ... worth of Government Debentures so that he would, in the event of his squandering, as seems to be customary of most Maoris when they receive money, the cash already given him, he would have, with the interest from the debentures, something to

²²⁰ Te Aroha Magistrate's Court, Civil Record Book 1922-1923, Judgment Summons heard on 15 June 1923, BCDG 11221/5a, ANZ-A.

²²¹ Te Aroha Magistrate's Court, Civil Record Book 1922-1923, Judgment Summons heard on 23 July 1923, BCDG 11221/5a, ANZ-A.

²²² Te Aroha Magistrate's Court, Civil Record Book 1923-1927, Judgment Summons heard on 11 March 1925, BCDG 11221/5b, ANZ-A.

²²³ Te Aroha Magistrate's Court, Civil Record Book 1923-1927, 158/1925, 228/1926, BCDG 11221/5b, ANZ-A.

²²⁴ Te Aroha Magistrate's Court, Civil Record Book 1927-1929, 171/1928; Judgment Summons heard on 18 October 1928, BCDG 11221/6a, ANZ-A.

²²⁵ Te Aroha Magistrate's Court, Civil Record Book 1930-1933, 167/1932, BCDG 11221/7a, ANZ-A.

support him and his wife. I believe that this procedure was in accordance with Treaty of Waitangi agreements, so that natives, upon selling their last properties, would be protected and not left destitute and dependent upon others. My mother, his widow, is in a very weak state of health and in very straightened circumstances – has been for a number of years – and I am trying to locate these debentures, which are rightfully hers, and should keep her in comfort. She is only 57 years of age and is, therefore, ineligible for an Old Age Pension. She has no means of support and her home is mortgaged.

She asked if the debentures could be traced.²²⁶ Officials discovered that although these debentures would mature in December 1937 it seemed her father ‘must have disposed of’ them to four Pakeha.²²⁷ Three weeks after receiving this information, she wrote again. Her understanding was that he had been forced to take the debentures

so that, in the event of him following the usual Maori practice of splashing his cash in hand in the shortest possible space of time, which, running true to type, he did, he would be assured of an income for himself and his family and would not be left destitute and dependent on cold charity, which, had I not been able to assist them in a small measure, would have been the condition of my late father and mother.

She asked whether the debentures could be traced. Her enquiries had revealed that her father had ‘attempted to realize on these debentures through, or with, the Bank of Australasia, Te Aroha, but, after investigation, the bank refused to deal with them on the ground of their being not negotiable’.²²⁸ It was eventually discovered that early in 1918 they had been transferred to the Farmer’s Auctioneering Company in Hamilton, apparently with the consent of a land court judge, although this could not be found in the court’s files.²²⁹

²²⁶ Minnie Porritt to M.J. Savage, 18 May 1936, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

²²⁷ Under-Secretary, Native Affairs Department, to Minnie Porritt, 1 July 1936, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

²²⁸ Minnie Porritt to M.J. Savage, 24 July 1936, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

²²⁹ Gilchrist Son and Burns to Registrar, Waikato Maniapoto District Maori Land Board, 25 August 1937; memoranda of Under-Secretary, Native Department, 30 September

In April 1937, Minnie informed the Secretary to the Treasury that she and her family 'were left without means', and asked to receive any rents left unpaid when her husband sold his township sections.²³⁰ This request was fruitless, and one resident recalled Minnie's cousin giving her a cottage to live in because she had been left with nothing.²³¹ When she died, her estate was estimated to be worth less than £500, but her executors discovered that its true value was nil.²³²

DEATHS

On Minnie's death in July 1948, at the age of 69, her obituary praised her involvement in the community but made no mention of her husband.²³³ When he died in 1936, aged 59, his death notice recorded him as the 'dearly beloved husband of Minnie'.²³⁴ He had suffered from heart and kidney disease for several years.²³⁵ His obituary concentrated on his sporting achievements, made no mention of how he earned his living, and recalled that he had been 'noted for his generosity, especially during the war period'. As part of the eulogy for the 'pioneer stock' from which he came, Lipsey as well as his father was given credit for donating business and church sites and even the hot springs 'for the good of the township', even though he had been far too young to have been involved in these donations. According to this source, 'in his younger life' he had 'particularly displayed the keenest interest in the growth of development of the town. In him was also centred the blood of a proud race of Maori chieftains, and with other members of his family he inherited substantial legacies of lands and properties'. That he

1937, 18 December 1941; Secretary to Treasury to Under-Secretary, Native Department, 20 April 1942, containing extract from Farmer's Auctioneering Company to A.K. Lipsey, 4 January 1918; Under-Secretary, Native Department, to Under-Secretary, Treasury, 29 April 1942, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

²³⁰ Minnie Lipsey to Secretary to the Treasury, 23 April 1937, Maori Affairs Department, MA-MLP 1, 10/46, Part 2, ANZ-W.

²³¹ Interview with Emily Paki, near Huntly, April 1987.

²³² Hamilton Probates, BCDG 4420/7474, ANZ-A.

²³³ Death Certificate of Minnie Lipsey, 4 July 1948, 1948/30667, BDM; *Te Aroha News*, 3 August 1948, p. 4.

²³⁴ Death Notices, *New Zealand Herald*, 2 May 1936, p. 1; *Te Aroha News*, 11 May 1936, p. 1.

²³⁵ Death Certificate of Augustus Koropango Lipsey, 1 May 1936, 1936/16749, BDM.

had lost these was not mentioned: instead, the obituary again over-praised the Lipsey family's unselfish assistance to the township. 'With an openhandedness which even in the early days was regarded with amazement, the family were the consistent donors of large sections and considerable sums to religious and deserving local institutions', thereby assisting the growth of Te Aroha. No mention was made of selling land, or, in Lipsey's case, losing it through 'investments' on the racecourse.²³⁶

WAS WILLIAM DIBSELL RESPONSIBLE FOR LIPSEY'S RUIN?

Lipsey's father-in-law blamed Dibsell for trying to 'ruin' him.²³⁷ Was this fair?

Dibsell was a baker and storekeeper in early Te Aroha.²³⁸ His financial success is revealed in surviving bank records. He had several amounts on fixed deposit in the 1890s: £200, £219 9s, £882 11s, and £210 in 1895 and 1896, £1,000 in 1899, and £1,219 in 1901.²³⁹ £4,800 was on fixed deposit when he died in 1910.²⁴⁰ He left an estate of £9,270 4s.²⁴¹ This financial strength enabled him to provide mortgages and to lend money to farmers.²⁴² Presumably Dibsell was being referred to when Lipsey claimed that his second bankruptcy was partly caused by 'the exorbitant rate of interest charged by some of his creditors',²⁴³ but this rate was not stated. As Lipsey was such a bad risk, he may well have been charged a high rate. In 1890,

²³⁶ *Te Aroha News*, 4 May 1936, p. 4.

²³⁷ Alfred Bossons to James Carroll, 2 July 1909, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

²³⁸ See paper on his life.

²³⁹ Bank of New Zealand, Paeroa Branch, Half-Yearly Balance Books, Balances as at 30 September 1895, 31 March 1896, Fixed Deposits; Ohinemuri Branch, Half-Yearly Balance Books, Balances as at 30 September 1898, Fixed Deposits; Half-Yearly Balance Books, Balances as at 30 September 1901, Report on Advances, Bank of New Zealand Archives, Wellington.

²⁴⁰ Bank of New Zealand, Auckland Branch, Manager's Diary 1907-1911, p. 382, Bank of New Zealand Archives, Wellington.

²⁴¹ Probates, BBAE 1569/7842; Testamentary Register 1908-1911, folio 186, BBCB 4208/7, ANZ-A.

²⁴² *Mercantile and Bankruptcy Gazette*, 11 September 1890, p. 282; Sections 14B Nos. 1, 2, Block IX Aroha, Maori Affairs Department, MA-MLP 1, 10/46, Part 1, ANZ-W.

²⁴³ *Auckland Weekly News*, 15 July 1909, p. 25.

Dibsell charged a farmer ten per cent on a loan of £75.²⁴⁴ Two years previously, another person was charged 12 1/2 per cent interest on £45 2s.²⁴⁵ He rarely sued for goods supplied and not paid for,²⁴⁶ suggesting he was cautious with providing credit. Whether his supplying money to the notably incautious Lipsey was proof of deliberate malice or misguided assistance to a man short of ready cash but potentially asset rich (if he could sell his sole asset, land) cannot now be determined. Having seen Lipsey lose his money on the racecourse should have alerted Dibsell to the probability that the second loan would have the same fate, in which case he was either motivated by kindness to Lipsey's family or by malice, as Bossons suggested. In 1890, Dibsell had nominated Lipsey's father to be a member of the licensing committee;²⁴⁷ was he a friend of the family whose loans were meant to benefit and not harm?

Dibsell sold his shop in late 1907, and the last years of his life were marked by serious ill health.²⁴⁸ The cost of hospitalization and of operations (both legs were amputated because of kidney disease) may have led to his requiring Lipsey to repay his debt, resulting in his second bankruptcy. Being unmarried, Dibsell's nephews, nieces, and friends were the beneficiaries of his will;²⁴⁹ none of them would have had any reason to be sympathetic to Lipsey, and would have wanted full repayment of money lent.

Whatever Dibsell's motivations for twice lending Lipsey money, Lipsey was the one who decided to gamble it away, and must be judged to have been the master of his own financial fate.

CONCLUSION

²⁴⁴ *Mercantile and Bankruptcy Gazette*, 11 September 1890, p. 282.

²⁴⁵ *Mercantile and Bankruptcy Gazette*, 13 March 1888, p. 82.

²⁴⁶ Thames Magistrate's Court, *Plaint Book 1871-1875*, 386/1872, BACL 13737/1b; *Plaint Book 1875-1880*, 672/1877, BACL 13737/15b; *Te Aroha Magistrate's Court, Civil Record Book 1889-1896*, 11/1892, BCDG 11221/1c, ANZ-A; Magistrate's Court, *Te Aroha News*, 20 February 1898, p. 2.

²⁴⁷ *Te Aroha News*, 26 February 1890, p. 2.

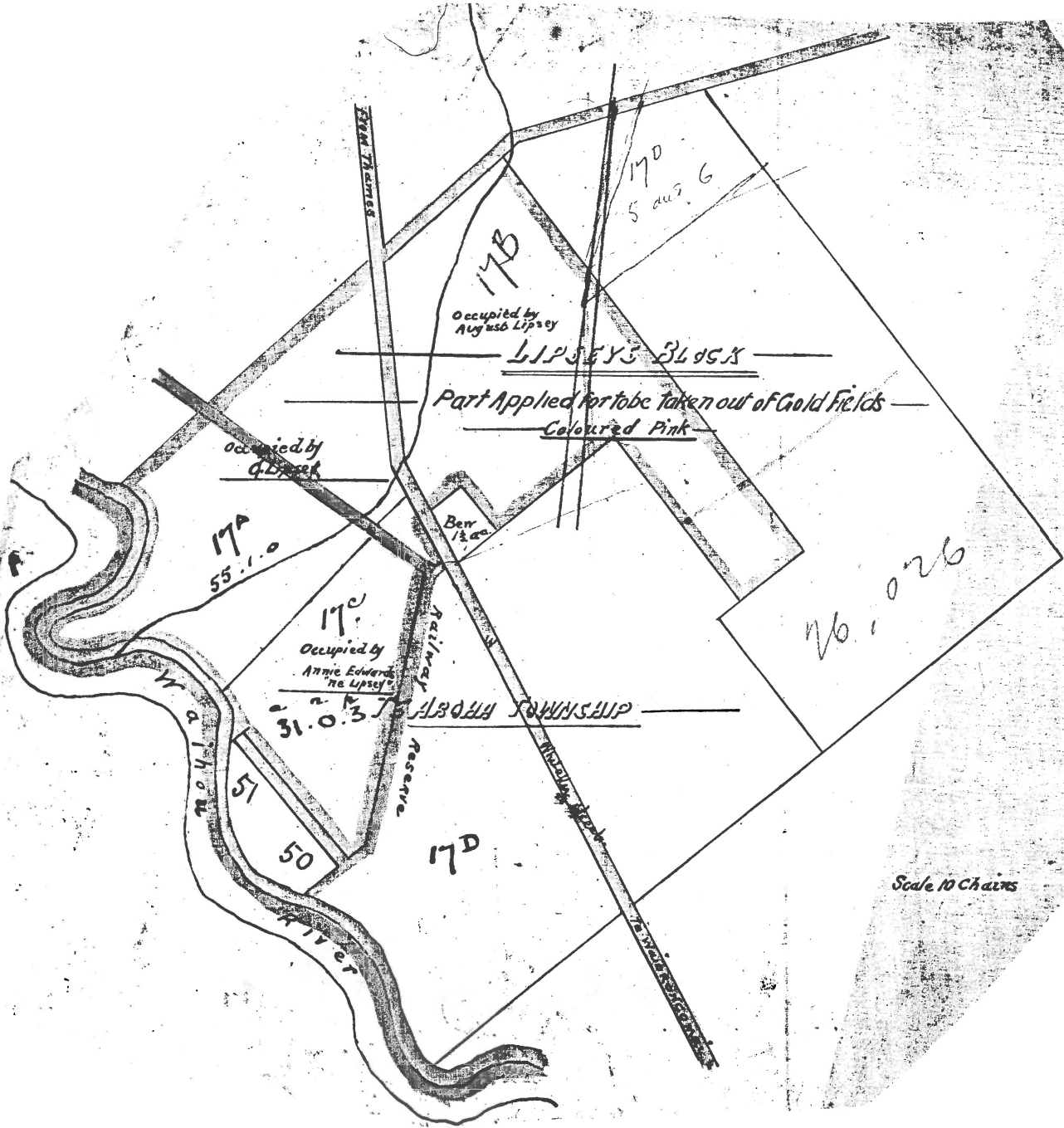
²⁴⁸ *Auckland Weekly News*, 5 December 1907, p. 38; *Te Aroha News*, 8 August 1908, p. 2, 20 August 1908, p. 2, 27 August 1908, p. 2, 12 August 1909, p. 2, 10 March 1910, p. 2; *Death Certificate of William Dibsell*, 13 November 1910, 1910/6254, BDM.

²⁴⁹ *Probate of William Dibsell*, *Probates*, BBAE 1567/7842, ANZ-A.

The life of Augie Lipsey was an example of how some Maori or part Maori lost their land, and of how some officials attempted to prevent this loss. Despite the latter's efforts, Lipsey's financial incompetence and fondness for the racetrack meant that land had to be sold to minimize the impact of his fecklessness on his family. His life was a constant battle to survive financially, with reluctant officials finally giving in to his insistence that the only way out of his problems was to sell land. Although he did attempt to farm, off and on, his wife had to milk one of their herds of cows and, not being a practical farmer, he relied on a farm manager for his Manawaru farm. He epitomized how many Maori or part Maori squandered their inheritance with no thought either for the morrow or for their descendents.

Appendix

Figure 1: Plan showing portion of Lipsey Block 'occupied by Augustus Lipsey', c. December 1906, Maori Affairs Department, MA 1, 13/87, ANZ-W [Archives New Zealand The Department of Internal Affairs Te Tari Taiwhenua]; used with permission.



Occupied by August Lipse

LIPSEY'S BLOCK

Part Applied for to be taken out of Gold Fields

Coloured Pink

Occupied by G. Lipse

17A
55.1.0

17C
Occupied by Annie Edwards ne Lipse

31.0.3

Railway Reserve

ABOHA TOWNSHIP

W. a. H. O. R. R. I. V. E. R.

51

50

17D

170
5 a. 7. 6

No. 026

Scale 10 Chains