NGĀ RAURU IWI AUTHORITY

and

HER MAJESTY THE QUEEN

in right of New Zealand

Agreement In Principle for the Settlement of Ngā Rauru Kiitahi Historical Claims

NEGOTIATIONS TO DATE

1. In 1999 the Ngā Rauru Iwi Authority approached the Crown to negotiate the settlement of the Ngā Rauru Kiitahi Historical Claims.

2. The Crown recognised in April 2000 the mandate of the Ngā Rauru Iwi Authority to represent Ngā Rauru Kiitahi in negotiations with the Crown.

3. The parties entered into Terms of Negotiation on 11 October 2000 (the "**Terms of Negotiation**") which specify the scope, objectives and general procedures for negotiations.

4. Negotiations have now reached a stage where the parties wish to enter into this Agreement In Principle recording that the Crown and the Ngā Rauru Iwi Authority are, in principle, willing to settle the Ngā Rauru Kiitahi Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement In Principle.

GENERAL

5. This Agreement In Principle contains the nature and scope, in principle, of the Crown's offer to settle the Ngā Rauru Kiitahi Historical Claims. The redress offered to Ngā Rauru Kiitahi for the settlement of the Ngā Rauru Kiitahi Historical Claims broadly consists of three components. These are:

   a. historical account, Crown acknowledgements and apology;

   b. cultural redress; and

   c. financial and commercial redress.

   The Crown also offers redress in relation to the recognition and revitalisation of Ngā Raurutanga and the development of strategic alliances between Ngā Rauru Kiitahi and the Crown.

6. This Agreement In Principle is entered into on a without prejudice basis. This Agreement in Principle:

   a. does not create legal relations; and

   b. can not be used as evidence in any proceedings before, or presented to the Courts, the Waitangi Tribunal and any other judicial body or tribunal (except for in proceedings concerning the interpretation, implementation and enforcement of the Deed of Settlement and the Settlement Legislation).

7. Following the signing of this Agreement In Principle, the parties are to work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full detail of the redress the Crown is to offer to settle the Ngā Rauru Kiitahi Historical Claims. The Deed of Settlement will be conditional on the matters set out in paragraph 83.

8. The Crown and the Ngā Rauru Iwi Authority each reserve the right to withdraw from this Agreement In Principle by giving written notice to the other party.

9. This Agreement In Principle does not affect the Terms of Negotiation between the Ngā Rauru Iwi Authority and the Crown.

10. Key terms used in this document are defined as follows:

Crown means:

(a) Her Majesty the Queen in right of New Zealand; and

(b) includes all Ministers of the Crown and all Departments; but

(c) does not include:

(i) an Office of Parliament;

(ii) a Crown entity; or

(iii) a State enterprise.

Crown Offer Letter means the letter presented to the Ngā Rauru Iwi Authority on 19 March 2002 by the Minister in Charge of Treaty of Waitangi Negotiations.

Deed of Settlement means the Deed of Settlement to be entered into between the Crown and Ngā Rauru Kiitahi in accordance with paragraph 7 above.

Governance Entity means an entity as described in paragraph 83(d) below.

Ngā Rauru and **Ngā Rauru Kiitahi** means the groups and individuals to be defined in the Deed of Settlement in accordance with paragraph 71 below.

Ngā Rauru Kiitahi Historical Claims means all claims by any member of Ngā Rauru Kiitahi (or any representative entity of Ngā Rauru Kiitahi) as described in paragraph 75 below.

Ngā Rauru Iwi Authority means the mandated body recognised to represent Ngā Rauru Kiitahi in negotiations with the Crown.

Ngā Raurutanga means the term used by Ngā Rauru Kiitahi to describe those values, rights, and responsibilities that Ngā Rauru Kiitahi hold according to custom, including those values, rights, and responsibilities recognised by the Treaty of Waitangi.

Settlement Date means the date 20 business days following the coming into force of the Settlement Legislation, being the date on which the settlement becomes unconditional.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS AND APOLOGY

11. The Crown acknowledgements and apology are the cornerstone of the Crown's settlement offer and with the recognition of Ngā Raurutanga contribute to Ngā Rauru Kiitahi telling its story. The Deed of Settlement will contain an agreed historical account. On the basis of this historical account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and contributed to the dismantling of Ngā Raurutanga and the loss of Ngā Rauru Kiitahi land, language and social structures.

12. The Crown will then apologise to Ngā Rauru Kiitahi for acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

13. A draft of a substantively agreed historical account as well as a substantively agreed list of Crown acknowledgements is attached as **Attachment A**. The attached historical account and Crown acknowledgements will be subject to further editing and amendment for style, format and tone as the Crown and the Ngā Rauru Iwi Authority agree is necessary.

RECOGNITION OF NGĀ RAURUTANGA

14. The background section in the Deed of Settlement will include text along the following lines:

"(1) The Crown acknowledges the statement by Ngā Rauru Kiitahi that:

(a) Ngā Rauru Kiitahi had ahi kaa over and have occupied the traditional rohe (described in the historical account) and held tight to the values that constitute Ngā Raurutanga; and

(b) Ngā Rauru Kiitahi values are reflected in the practice by Ngā Rauru Kiitahi of:

i Mātauranga;

ii Waiora/Hauora;

iii Kaitiakitanga;

iv Wairuatanga;

v Te Reo; and

vi Whakapapa,

and in respect for the principle "mai te rangi ki te whenua, mai uta ki tai, me nga mea katoa e tapu".

(2) The Crown acknowledges that in its dealings with the Crown, Ngā Rauru Kiitahi is guided by these values and that Ngā Rauru Kiitahi seeks outcomes that enable Ngā Rauru Kiitahi to practise Ngā Raurutanga.

(3) In order to enhance the ongoing relationship between Ngā Rauru Kiitahi and the Crown in terms of Te Tiriti o Waitangi/the Treaty of Waitangi this

settlement includes redress instruments that assist the Crown to recognise and respect Ngā Raurutanga and the desire of Ngā Rauru Kiitahi to practise Ngā Raurutanga. The cultural redress instruments which assist the Crown to recognise and respect Ngā Raurutanga and the desire of Ngā Rauru Kiitahi to practise Ngā Raurutanga are protocols, tōpuni, statutory acknowledgements and deeds of recognition."

15. Each of the specific cultural redress instruments referred to in paragraph 14(3) above, will include references to Ngā Raurutanga as appropriate.

STRATEGIC ALLIANCES

16. The Deed of Settlement will provide for:

    a. the Crown acknowledging the ongoing relationship between Ngā Rauru Kiitahi and the Crown and that the establishment of strategic alliances with the Crown is a critical component of the Ngā Rauru Kiitahi strategy to revitalise Ngā Raurutanga and a means to assist the Crown to recognise and respect Ngā Raurutanga;

    b. the Crown and Ngā Rauru Kiitahi establishing a paepae rangatira involving meetings between the Minister In Charge of Treaty of Waitangi Negotiations, the Minister of Māori Affairs and the Governance Entity, to discuss the health of Te Tiriti/the Treaty relationship and issues of shared importance; and

    c. how the paepae rangatira will operate including how often the meetings will occur, the issues to be discussed, where the meetings will occur, and a regular review of the operation, purpose and process associated with these meetings.

17. The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations has written to the Ministers for Economic Development, Social Development and Māori Development to outline the nature of the request made by Ngā Rauru Kiitahi to establish a paepae whakapakari and encourage each Minister to request its chief executive to meet with the Ngā Rauru Iwi Authority to discuss issues of shared importance.

18. The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations has reported to the Ngā Rauru Iwi Authority on the response of those Ministers and their chief executives.

CULTURAL REDRESS

19. An outline of the proposed cultural redress package is set out in paragraphs 22 to 60 below. This cultural redress package includes several instruments that are designed to recognise the historical and cultural interests of Ngā Rauru Kiitahi.

20. The Deed of Settlement will include an introduction to the cultural redress package in which the Crown will acknowledge the importance of Ngā Raurutanga to Ngā Rauru Kiitahi and the ways in which the cultural redress instruments assist the Crown to recognise and respect Ngā Raurutanga and the desire of Ngā Rauru Kiitahi to exercise Ngā Raurutanga.

21. All items of cultural redress are subject to the following being resolved before a Deed of Settlement is signed:

    a. the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and

    b. any other conditions set out below relating to specific items of cultural redress.

Protocols

22. The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:

    a. the Minister of Conservation;

    b. the Minister of Energy;

    c. the Minister of Fisheries; and

    d. the Minister for Arts, Culture and Heritage.

23. All protocols must comply with the applicable legislation. The protocols will set out how the relevant Departments and Ministries will interact with the Governance Entity and the processes to be followed in exercising or performing the identified statutory powers, functions and duties within the relevant protocol area.

24. All protocols will include specific references to Ngā Raurutanga as appropriate.

25. The protocols have been substantively agreed, but will be subject to further editing and amendment for content, style, format and tone that the Crown and Ngā Rauru Iwi Authority agree is necessary.

Sites For Which The Fee Simple Estate Is Vested In The Governance Entity

26. The Deed of Settlement and Settlement Legislation will provide for the following sites to be vested in fee simple estate in the Governance Entity (and, in the case of Rehu Village Conservation Area, to be vested in an entity agreed to by the Governance Entity and Te Runanga o Ngaati Ruanui Trust):

Site name	**Description**	**Specific conditions or encumbrances (known at the time of this Agreement In Principle)**
Okehu Stream Conservation Area	As shown on **Map 1** (as attached to the Crown Offer Letter)	
Waiinu Beach Conservation Area	As shown on **Map 2** (as attached to the Crown Offer Letter)	Grazing licence
Part of Nukumaru Recreation Reserve	Up to 10 hectares and additional area, if any, as may be reasonably required to include land in the vicinity of Tuaropaki as shown on **Map 3** (as attached to the Crown Offer Letter). Whether it is possible and appropriate to include Tuaropaki in this area is still to be agreed between the Crown and the Ngā Rauru Iwi Authority.	Subject to consent of South Taranaki District Council Grazing licences Area will need to be surveyed
Puau Conservation Area	As shown on **Map 4** (as attached to the Crown Offer Letter)	Grazing licence
Rehu Village Conservation Area	As shown on **Map 5** (as attached to the Crown Offer Letter)	To be vested in an entity agreed to by the Governance Entity and Te Runanga o Ngaati Ruanui Trust Easement in favour of Taranaki Generation Limited

27. The vesting of these sites is subject to:

    a. further identification and survey of sites where appropriate;

    b. confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions which must be complied with before property can be transferred are able to be complied with;

    c. any specific conditions or encumbrances included in the table in paragraph 26 above;

    d. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest, whether registered or unregistered) in respect of the site to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information that will be provided to the Ngā Rauru Iwi Authority under paragraph 28 as requiring to be created;

    e. Part IVA of the Conservation Act 1987 (marginal strips), except as expressly provided;

    f. any other express provisions relating to the cultural redress property that are included in the Deed of Settlement; and

    g. Sections 10 and 11 of the Crown Minerals Act 1991.

28. Following the entry into this Agreement In Principle, the Crown will advise whether any properties will not be available for vesting in the Governance Entity under paragraph 27(b) and (c) above. The Crown will then prepare disclosure information in relation to each site available for vesting, and will provide such information to the Ngā Rauru Iwi Authority. If any properties are unavailable for transfer for the reason given in paragraph 27(b) and (c) above, the Crown has no obligation to substitute such properties with other properties.

Nukumaru Recreation Reserve

29. The Minister in Charge of Treaty of Waitangi Negotiations has written to the Minister of Conservation seeking her agreement to vest in fee simple estate in the Governance Entity an additional 90 hectares of the Nukumaru Recreation Reserve as a matter of priority. The possible vesting of the additional 90 hectares will be subject to:

    a. the consent of the South Taranaki District Council; and,

    b. the provisions outlined in paragraphs 27 and 28.

Ūkaipō

30. The Deed of Settlement and Settlement Legislation will provide for ūkaipō entitlements to be granted in relation to sites, of up to one hectare, within the following areas:

Area within which ūkaipō may be located	**Specific conditions (known at the time of this Agreement In Principle)**
Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area in accordance with paragraph 46 below)	None
Rotokohu Scenic Reserve	None
Mangawhio Lake Scenic Reserve	None
Waipipi Marginal Strip	None
Patea Harbour Conservation Area (subject to the approval of the Minister of Conservation)	None

32. Ūkaipō entitlements are renewable 10-year entitlements that will enable the Governance Entity to permit members of Ngā Rauru Kiitahi to occupy land temporarily and on a non-commercial basis so as to have access to:

    a. the coast or a waterway for lawful fishing; and

    b. lawful gathering of natural resources in the vicinity of the ūkaipō site.

33. The ūkaipō entitlements will, in substance, be on similar terms to those provided in recent Taranaki Treaty settlements.

Tōpuni

34. The Deed of Settlement and the Settlement Legislation will provide for a declaration that the Lake Beds Conservation Area is a tōpuni.

35. The declaration of an area as a tōpuni provides for the Crown to acknowledge in the Settlement Legislation Ngā Rauru Kiitahi values in relation to the area. It also provides, in relation to that area, for:

    a. the Governance Entity and the Crown to agree on protection principles directed at the Minister of Conservation avoiding harm to, or the diminishment of, Ngā Rauru Kiitahi values, and for the Director-General of Conservation to take action in relation to the protection principles; and

    b. the New Zealand Conservation Authority and conservation boards to have regard or particular regard to Ngā Rauru Kiitahi values and the protection principles.

36. The tōpuni will, in substance, be provided on similar terms to those provided in recent Taranaki Treaty settlements.

Statutory Acknowledgements

37. The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to the following areas:

    a. Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area in accordance with paragraph 46);

    b. Nukumaru Recreation Reserve (the part that remains in Crown ownership);

    c. Lake Beds Conservation Area;

    d. Ototoka Scenic Reserve;

    e. Patea River;

    f. Whenuakura River;

    g. Waitotara River; and

    h. the coastal area adjoining the Ngā Rauru Kiitahi area of interest.

38. Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngā Rauru Kiitahi of their cultural, spiritual, historic and traditional association of Ngā Rauru Kiitahi with a particular area. They further provide for:

    a. relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements;

    b. relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and

    c. the Governance Entity and any member of Ngā Rauru Kiitahi to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Ngā Rauru Kiitahi with the area in relation to which the statutory acknowledgement has been made.

39. The statutory acknowledgements provided to Ngā Rauru Kiitahi will, in substance, be provided on similar terms to those provided in recent Taranaki Treaty settlements.

40. Statutory acknowledgements will not prevent the Crown from providing a statutory acknowledgement to persons other than Ngā Rauru Kiitahi or the Governance Entity with respect to the same area.

Deeds Of Recognition

41. The Deed of Settlement and the Settlement Legislation will provide for the entry into deeds of recognition in relation to the following areas:

    a. Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area in accordance with paragraph 46);

    b. Lake Beds Conservation Area;

    c. Ototoka Scenic Reserve;

    d. Patea River;

    e. Whenuakura River; and

    f. Waitotara River.

42. Deeds of recognition provide for the Governance Entity to be consulted on matters specified in the deed of recognition, and regard had to its views. A deed of recognition provided to Ngā Rauru Kiitahi will, in substance, be provided on similar terms to those that have been provided in recent Taranaki Treaty settlements.

43. A deed of recognition with the Governance Entity will not prevent the Crown from entering into a deed of recognition with persons other than Ngā Rauru Kiitahi or the Governance Entity with respect to the same area.

Lake Beds Conservation Area

44. The Crown will, in good faith, explore the possibility of amending the redress offered in relation to the Lake Beds Conservation Area to vest the site in the Governance Entity either in fee simple with a conservation covenant, or as a reserve under the Reserves Act 1977. The Crown will consider the legal practicality and ongoing management issues associated with these options and discuss this with the Ngā Rauru Iwi Authority as a matter of priority.

Advisory Committees

45. The Deed of Settlement will provide for:

    a. the Minister of Conservation to appoint the Governance Entity as an advisory committee under section 56 of the Conservation Act 1987 to advise the Minister on all land, and adjacent coastal waters administered by the Department of Conservation under the Conservation Act within the area over which the protocol referred to in paragraph 22(a) relates; and

    b. the Minister of Fisheries to appoint the Governance Entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries within the area over which the protocol referred to in paragraph 22(c) above relates.

Place Name Changes

46. The Deed of Settlement and Settlement Legislation will provide for:

    a. the name of "Hawkens Lagoon Conservation Area" to be amended to "Tapuarau Conservation Area"; and,

    b. the name "Tapuarau Lagoon" to be assigned to the unnamed lagoon commonly known as Hawkens Lagoon, located within the Hawkens Lagoon Conservation Area.

Prohibition On Taking Of Certain Species For Commercial Purposes

47. Within the area over which the protocol referred to in paragraph 22(c) above relates, unless it can be demonstrated that there are sufficient quantities of the listed species to provide for a commercial catch while ensuring that the customary non-commercial fishing interests of Ngā Rauru Kiitahi are provided for in accordance with the section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 the Deed of Settlement will provide for the taking of the listed species as target species for commercial purposes to be prohibited:

    a. freshwater mussel (kakahi);

    b. catseye (pupu);

    c. sea anemone (kotoretore);

    d. freshwater crayfish (waikoura);

    e. sea cucumber (rori) (which includes ngutungutukaka); and

    f. seawater mussel (kuku).

Shellfish RFR

48. The Deed of Settlement will provide the Governance Entity with a right of first refusal to purchase a certain percentage of individual transferable quota for sea urchin (kina) and surf clams (purimu) if the Crown tenders any residual Crown holdings of quota for these species after they have been brought into the quota management system under the Fisheries Act 1996.

49. This right of first refusal will, in substance, be provided on similar terms as those provided in recent Taranaki Treaty settlements.

Coastal Tendering

50. The Deed of Settlement will provide that, if the Minister of Conservation offers by public tender, in accordance with Part VII of the Resource Management Act 1991, authorisations in respect of a coastal area to be specified, the Governance Entity will have a preferential right to purchase a specified percentage (not exceeding 10%) of the authorisations within the specified coastal area that are subject to the tender.

51. This redress will, in substance, be on similar terms to those provided in recent Taranaki Treaty settlements.

52. This redress will be subject to Crown policy and may change as a result of the general review of the Crown's policy in relation to coastal tendering.

Promotion Of Relationship Between Ngā Rauru Kiitahi And Local Authorities

53. The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations, the Minister for the Environment, and, subject to her agreement, the Minister of Local Government, have written to the Taranaki Regional Council, the Manawatu-Wanganui Regional Council, the South Taranaki District Council and the Wanganui District Council:

    a. encouraging each council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the council and Ngā Rauru Kiitahi; and

    b. encouraging discussions between the Wanganui District Council and the Ngā Rauru Iwi Authority or the Governance Entity in relation to the name of the town of Maxwell;

    c. in the case of the relevant councils noting:

        i. the significance of the Nukumaru Recreation Reserve to Ngā Rauru Kiitahi;

        ii. the parties' intention to vest approximately ten hectares of that reserve in Ngā Rauru Kiitahi in accordance with paragraph 26;

        iii. the Crown's intention to make a statutory acknowledgement over the remainder of Nukumaru Recreation Reserve; and

        iv. the desire of Ngā Rauru Kiitahi to be involved in the future management of that reserve;

    d. encouraging discussion regarding council processes in relation to the naming and renaming of streets and/or other place names that the relevant council has authority to undertake;

    e. in the case of the relevant council encouraging it to commence a process for changing the name of Waverley Domain to Weraroa Domain; and,

    f. other matters as agreed between the Crown and the Ngā Rauru Iwi Authority.

54. If, as indicated as possible in paragraph 29, an additional area of the Nukumaru Recreation Reserve is offered by the Crown, the parties' intention as stated in paragraph 53(c)(ii) is to be read as amended accordingly.

Promotion Of Relationships Between Ngā Rauru Kiitahi And Other Organisations

55. The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations and/or, subject to her agreement, the Minister for Arts, Culture and Heritage has written to the New Zealand Historic Places Trust (the Trust) encouraging the Trust to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning information exchange between the Trust and Ngā Rauru Kiitahi.

56. The Deed of Settlement will note that the Minister of Conservation has written to:

Fish and Game New Zealand

a. encouraging it to enter into a memorandum of understanding (or similar document) with the Governance Entity, concerning matters of common interest within the area over which the protocol referred to in paragraph 22(a) relates;

Taranaki/Wanganui Conservation Board

b. encouraging the Board to enter into a memorandum of understanding (or similar document) with the Governance Entity, concerning information exchange between that board and the Governance Entity in relation to the area over which the protocol referred to in paragraph 22(a) relates.

Monitoring The Provisions Of The Resource Management Act 1991

57. The Deed of Settlement will provide that:

a. the Governance Entity will have an opportunity to express to the Ministry for the Environment as soon as practicable after the Settlement Date the views of Ngā Rauru Kiitahi on how the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 are being implemented in the Ngā Rauru Kiitahi area of interest; and

b. the Crown, through the Ministry for the Environment, will monitor (in accordance with the functions of that Ministry under section 24 of the Resource Management Act 1991) the performance of local government in implementing the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 in the Ngā Rauru Kiitahi area of interest.

Apology And Cultural Redress In Relation To Mount Taranaki

58. The Deed of Settlement will not include an apology or any cultural redress in relation to any of the Ngā Rauru Kiitahi Historical Claims that relate to Mount Taranaki. These will be developed outside the Deed of Settlement in conjunction with Ngā Rauru Kiitahi and other iwi of Taranaki.

59. Any apology and cultural redress developed with Ngā Rauru Kiitahi and the other iwi of Taranaki will not include any financial or commercial redress.

Recognition Of The Ngā Rauru Kiitahi Interests In Relation To Whanganui River

60. The Crown will explore in good faith with the Ngā Rauru Iwi Authority, the possibility of including in the Deed of Settlement appropriate recognition of the interests that Ngā Rauru Kiitahi have in the Whanganui River. The inclusion of such recognition is subject to that recognition being agreed between the Ngā Rauru Iwi Authority and Whanganui iwi.

FINANCIAL AND COMMERCIAL REDRESS

61. The Deed of Settlement will include an introduction to the financial and commercial redress package in which the Crown will acknowledge the importance to Ngā Rauru Kiitahi of revitalising Ngā Raurutanga.

Total value

62. The Deed of Settlement will provide that the total value of the financial and commercial redress for the settlement of the Ngā Rauru Kiitahi Historical Claims is $31 million.

Properties

63. The Deed of Settlement will provide for the transfer of selected properties to the Governance Entity, some of which may be leased back to the Crown. **Attachment B** lists the properties that may be available to be transferred to the Governance Entity. The Ngā Rauru Iwi Authority will be able to select for transfer no more than 2 schools in the Wanganui region. The market value of any property selected for transfer, and transferred to the Governance Entity, will be deducted from the total value of the financial and commercial redress.

64. The transfer of any selected properties will be subject to:

    a. the consent of the relevant Crown agency;

    b. confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the property and that any other statutory provisions which must be complied with before the property can be transferred, are able to be complied with;

    c. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest, whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information that will be provided to the Ngā Rauru Iwi Authority, as requiring to be created;

    d. Part IVA of the Conservation Act 1987 (marginal strips), except as expressly provided;

    e. any other express provisions relating to specific properties that are included in the Deed of Settlement;

    f. standard terms of transfer and specific terms of transfer applicable to a specific asset;

    g. agreement between the Ngā Rauru Iwi Authority and the relevant Crown agency of the lease terms and conditions (where the property must be leased back to the Crown); and

    h. Sections 10 and 11 of the Crown Minerals Act 1991.

65. The Crown will advise the Ngā Rauru Iwi Authority whether any properties will not be available for transfer to the Governance Entity under paragraphs 64(a) or (b) above. The Crown will then prepare disclosure information in relation to each selected property that is available for transfer to the Governance Entity and will provide such information to the Ngā Rauru Iwi Authority. If any properties are unavailable for transfer for the reason given in paragraphs 64(a) or (b) above, the Crown has no obligation to substitute such properties with other properties.

66. The market value for the properties listed in **Attachment B** will be determined in accordance with the valuation process along the lines outlined in **Attachment C**.

Cash Settlement Amount

67. The Deed of Settlement will provide for the Crown to transfer to the Governance Entity the Cash Settlement Amount (being the total value of the financial and commercial redress less the determined market value of any properties to be transferred, and less any advance on settlement in accordance with paragraph 87) on the Settlement Date.

Right of First Refusal

68. The Deed of Settlement will provide for Ngā Rauru Kiitahi to have a right of first refusal (for the Governance Entity) over certain Crown-owned properties in a specified area (the RFR Area) for 50 years from the Settlement Date.

69. The specified area over which the right of first refusal will apply is to be agreed, but will in general terms be between the Whenuakura River and the Kai Iwi Stream, and inland to the Matemateaonga Range.

70. The right of first refusal provided to Ngā Rauru Kiitahi will, in substance, be provided on similar terms to those provided in recent Taranaki Treaty settlements.

OTHER ISSUES

Claimant Definition

71. The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.

72. The definition of Ngā Rauru Kiitahi will be, or be similar to, the following:

"Ngā Rauru Kiitahi —

a. means the iwi, or collective group, composed of individuals referred to in paragraph (b) below:

b. means every individual —

i who is descended from one or more Ngā Rauru Kiitahi Ancestors; or

ii who is a member of a hapu, group or family or whanau referred to in paragraph (c); or

iii [who is an adopted member of Ngā Rauru Kiitahi];

c. includes —

i the following hapu [and marae], namely, [Ngā Rauru Kiitahi hapu [and marae] to be listed]; and

ii any family, whanau, or group of individuals, composed of individuals referred to in paragraph (b)."

73. The Deed of Settlement will define key terms within this definition. For example Ngā Rauru Kiitahi Ancestors will need to be defined. This definition will be, or be similar to, the following:

"Ngā Rauru Kiitahi Ancestor means an individual who, at any time after 6 February 1840, exercised customary rights within the Ngā Rauru Kiitahi area of interest by virtue of their being descended from:

a. [name of [primary] Ngā Rauru Kiitahi ancestor]; or

b. a recognised ancestor of any of the following hapu [and marae], namely, [Ngā Rauru Kiitahi hapu to be listed].

Scope of Settlement

74. The Deed of Settlement will settle the Ngā Rauru Kiitahi Historical Claims. This means every claim that Ngā Rauru Kiitahi (or any representative entity) had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, that:

a. is, or is founded on, a right arising:

- from Te Tiriti o Waitangi/the Treaty of Waitangi, or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; or
- under legislation, or common law (including in relation to aboriginal title and customary law);
- from a fiduciary duty; or
- otherwise; and

b. arises from or relates to acts or omissions before 21 September 1992:

i. by or on behalf of the Crown; or

ii. by or under any legislation;

(whether or not the claim has arisen or been considered researched, registered, notified, or made on or before the Settlement Date); and

c. without limiting the general wording of paragraph 74 (a) and (b), means every claim to the Waitangi Tribunal to which paragraph 74 (a) and (b) applies, including:

i. the following claims to the Waitangi Tribunal, being claims that exclusively relate to Ngā Rauru Kiitahi (or any representative entity):

- [ ]; and

ii. the following claims to the Waitangi Tribunal in so far as they relate to Ngā Rauru Kiitahi (or any representative entity)

-[ ].

75. The definition of Ngā Rauru Kiitahi Historical Claims does not:

a. include any claim that an individual or a family, whanau, hapu or group may have as a result of being descended from an ancestor who is not a Ngā Rauru Kiitahi Ancestor; and

b. include any claim that a representative entity may have to the extent that that claim is, or is based on, a claim referred to in 75(a) above.

Proposed terms of the Deed of Settlement

76. Ngā Rauru Kiitahi and the Crown will acknowledge in the Deed of Settlement that the settlement of Ngā Rauru Kiitahi Historical Claims:

a. will prevent any member of Ngā Rauru Kiitahi (or any representative entity of Ngā Rauru Kiitahi) from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Ngā Rauru Kiitahi Historical Claims;

b. is intended to enhance the ongoing relationship between the Crown and Ngā Rauru Kiitahi (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);

c. except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngā Rauru Kiitahi might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;

d. does not extinguish any aboriginal title, or customary rights, that Ngā Rauru Kiitahi may have;

e. does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and

f. is not intended to affect any decision, proposal or report of the Treaty of Waitangi Fisheries Commission either:

i. under the Maori Fisheries Act 1989; or

ii. in respect of the Deed of Settlement between Maori and the Crown dated 23 September 1992 or the Treaty of Waitangi Fisheries Claims Settlement Act 1992.

77. The Deed of Settlement will provide for the following:

    a. Ngā Rauru Kiitahi acknowledging and agreeing in the Deed of Settlement, and the Settlement Legislation providing, with effect from the Settlement Date, that:

        i. Ngā Rauru Kiitahi Historical Claims are settled;

        ii. the Crown is released and discharged from any obligations, liabilities and duties in respect of Ngā Rauru Kiitahi Historical Claims;

        iii. the settlement of Ngā Rauru Kiitahi Historical Claims is final;

        iv. it is intended that the settlement is for the benefit of Ngā Rauru Kiitahi and may be for the benefit of particular individuals or any particular family, whanau, or group of individuals if the Governance Entity so determines in accordance with its own procedures;

        v. the settlement is binding on Ngā Rauru Kiitahi and the Governance Entity (and any representative entity of Ngā Rauru Kiitahi);and

        vi. the Crown has acted honourably and reasonably in respect to the settlement; and

        vii. the settlement is fair in all the circumstances.

    b. Ngā Rauru Kiitahi acknowledging and agreeing in the Deed of Settlement to, and the Settlement Legislation providing for, the removal with effect from the Settlement Date of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of:

        i. Ngā Rauru Kiitahi Historical Claims;

        ii. the Deed of Settlement;

        iii. the redress provided to Ngā Rauru Kiitahi [and the Governance Entity] in the settlement; and

        iv. the Settlement Legislation,

        except in respect of the interpretation, implementation and enforcement of the Deed of Settlement and the Settlement Legislation.

78. The Deed of Settlement will provide that any proceedings in relation to Ngā Rauru Kiitahi Historical Claims will be discontinued.

79. The Deed of Settlement will provide for Ngā Rauru Kiitahi acknowledging and agreeing that the Settlement Legislation will provide that the following legislation does not apply to land in a specified area (which will be the same as the RFR Area), namely:

        i. Sections 8A-8HJ of the Treaty of Waitangi Act 1975;

        ii. Sections 27A to 27C of the State Owned Enterprises Act 1986;

iii. Sections 211 to 213 of the Education Act 1989;

iv. Part III of the Crown Forests Assets Act 1989; and

v. Part III of the New Zealand Railways Corporation Restructuring Act 1990;

80. The Deed of Settlement will provide for Ngā Rauru Kiitahi acknowledging and agreeing that the Settlement Legislation will provide for the removal of all memorials from land in a specified area (which will be the same as the RFR Area).

81. The Deed of Settlement will provide for Ngā Rauru Kiitahi acknowledging and agreeing to the cessation of landbank arrangements in relation to Ngā Rauru Kiitahi.

82. The Deed of Settlement will provide for:

a. Ngā Rauru Kiitahi acknowledging and agreeing that neither Ngā Rauru Kiitahi nor any representative entity of Ngā Rauru Kiitahi will have, from the Settlement Date, the benefit of the legislation referred to in paragraph 79 above in relation to land outside the specified area referred to in paragraph 79 above; and that,

b. neither Ngā Rauru Kiitahi nor any representative entity of Ngā Rauru Kiitahi will object to the removal by legislation of the legislation referred to in paragraph 79 above in relation to, nor object to the removal of memorials from, any land outside the specified area referred to in paragraph 79.

Conditions

83. This Agreement In Principle and/or the Deed of Settlement will be subject to the following conditions, as appropriate:

Overlapping Claims

a. the Crown confirming that overlapping claim issues in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

b. Cabinet agreeing to the settlement and the redress to be provided to Ngā Rauru Kiitahi;

Ratification

c. the Ngā Rauru Iwi Authority, obtaining, before the Deed of Settlement is signed, a mandate from Ngā Rauru Kiitahi (through a process agreed by the Ngā Rauru Iwi Authority and the Crown) authorising them to:

i. enter into the Deed of Settlement on behalf of Ngā Rauru Kiitahi; and

ii. in particular, settle the Ngā Rauru Kiitahi Historical Claims on the terms provided in the Deed of Settlement;

Governance Entity

d. the establishment of an entity (the Governance Entity) prior to the introduction of Settlement Legislation that the Crown is satisfied:

   i. is an appropriate entity to which the Crown will provide the settlement redress;

   ii. has been ratified by Ngā Rauru Kiitahi (through a process agreed by the Ngā Rauru Iwi Authority and the Crown) as an appropriate entity to receive that redress; and

   iii. has a structure that provides for:

   - representation of Ngā Rauru Kiitahi;
   - transparent decision-making and dispute resolution processes;
   - full accountability to Ngā Rauru Kiitahi; and

e. the Governance Entity signing a deed of covenant to provide for it, amongst other things, to be bound by the terms of the Deed of Settlement;

Settlement Legislation

f. the passing of Settlement Legislation to give effect to parts of the settlement. The Crown will not be obliged to propose Settlement Legislation for introduction into Parliament until the Governance Entity has been established and has signed a deed of covenant, through which the Governance Entity covenants with the Crown that it is a party to the Deed of Settlement and agrees to be bound by it;

g. Ngā Rauru Kiitahi supporting the passage of Settlement Legislation;

h. the passing of the Settlement Legislation to give effect to parts of the settlement. The Crown will not introduce the Settlement Legislation into Parliament until the Ngā Rauru Iwi Authority or Governance Entity has advised the Crown in writing that the Settlement Legislation is in order. Once such notice has been given, the Crown must introduce the Settlement Legislation within six months after that date; and

i. the Crown will ensure that the Ngā Rauru Iwi Authority or Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

84. The Deed of Settlement will provide for the following taxation matters:

a. subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified against income tax and GST arising from the transferring, crediting or payment of financial and commercial redress by the Crown to the Governance Entity;

b. this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the financial and commercial redress for such acquisition;

c. again, subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified against income tax, GST and gift duty arising from the transfer of cultural redress by the Crown to the Governance Entity; and

d. neither the Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any cultural redress or financial and commercial redress provided by the Crown to the Governance Entity.

Interest

85. The Deed of Settlement will provide for the Crown to pay the Governance Entity interest on the total value of the Commercial and Financial Redress, less any advance on settlement in accordance with paragraph 87, for the period from (and including) the date that the Deed of Settlement is signed until (but excluding) the Settlement Date.

86. Interest under paragraph 85 will:

a. be calculated annually and will be calculated at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each calculation date (or, if no such treasury bill rate is available, an equivalent rate);

b. not compound; and

c. be subject to any tax payable under any tax legislation.

Advance on Settlement

87. The Crown will make an advance on settlement of an amount to be agreed between the parties to the Ngā Rauru Iwi Authority on the date that the Deed of Settlement is initialled and, if sought by the Ngā Rauru Iwi Authority, on the date the Deed of Settlement is signed and on the date the Governance Entity is established.

SIGNED this 16th day of May 2002.

FOR AND ON BEHALF OF THE CROWN

Honourable Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations

WITNESS

Iriana Irwin.
16. 05. 02.

THE COMMON SEAL of the NGĀ RAURU IWI AUTHORITY is affixed in the presence of:

NGA RAURU IWI AUTHORITY SOCIETY INCORPORATED ☆ THE
The Common Seal of

Mike Neho
Chairman
Ngā Rauru Iwi Authority

Carolyn Young
Secretary
Ngā Rauru Iwi Authority

Martin Davis
Chief Negotiator
Ngā Rauru Iwi Authority

WITNESS

Willie Robinson

Bill Hamilton
Negotiator
Ngā Rauru Iwi Authority

WITNESS

Historical Account for the Agreement in Principle between Ngā Rauru Kiitahi and the Crown

Ngā Rauru Rohe

1. These sites are the occupied sites that Ngā Rauru recognise as marking its "traditional" rohe according to the tupuna. The rohe of Ngā Rauru at 1840 started from Kaihaukupe (Castlecliff, Wanganui). Nga kainga at Kaihaukupe were Kaihokahoka, Te Oneheke, Te Ahituatini, Te Wharekakaho, Kokohuia and Pungarehu (near Cobham Bridge). From Pungarehu the rohe extended to Kaierau, (now St Johns Hill, Wanganui), to Tawhitinui (opposite Ranana, on the banks of the Whanganui River), and to the Matemateaonga Range (Mangaehu Pa) near the source of the Patea River, where Maipu Pa and Hawaiki Pa (Te Arei o Rauru) are situated. Along the Patea River are Owhio, Kaiwaka, Arakirikiri, Ngapapataraiwi and Tutumahoe Pa and kainga, followed by Parikarangaranga and then Rangitaawhi and Wai-o-Turi at the mouth of the Patea River. Along the shoreline between Patea and Waverley, lies Te Kiri o Rauru. Between Rangitaawhi and the mouth of the Whenuakura River stands Tihoi Pa (where Te Rauparaha rested). From Tihoi the rohe extends to Waipipi, the Waitotara River, Tapuarau, Waiinu, Waikaramihi and Te Wai o Mahuku (near Te Ihonga). It continues past the Ototoka stream to Okehu, where stands Popoia, and then onwards to the mouth of the Kai Iwi stream and Taipake Tuturu. From there the rohe stretches past Tutaramoana back to Kaihaukupe.

2. The land was rich in resources over which Ngā Rauru exercised kaitiakitanga according to Ngā Rauru custom.

3. Prior to 1860 Ngā Rauru were a prosperous iwi in South Taranaki who engaged in an extensive trade with European settlements involving agricultural and other produce.

Early purchases

4. The New Zealand Company claimed to have purchased a block around Wanganui during 1839 and 1840. Its claims were contested by many Maori with interests in the area. In 1845, however, Commissioner Spain found that a purchase had been made and recommended that it be completed by the payment of compensation to certain owners. Maori continued to oppose his recommendation. The Waitangi Tribunal in its Whanganui River Report criticised his recommendation on several grounds. The Tribunal considered that Spain had not properly considered the evidence available to him, and that his decision was influenced by the Governor's instructions, the New Zealand Company's plans and the circumstances of European settlers.

4. The Wanganui district was unsettled during this period. During 1847 Maori under Te Mamaku, a Wanganui chief, opposed the presence of European troops in Wanganui, and fighting broke out. Other local Maori supported the Crown presence, and peace was restored by the end of the year.

6. In 1848 the Crown acquired a block at Wanganui of some 86,000 acres, paying the 'compensation' specified by Spain but gaining a larger piece of land than had been included in the 1845 award. Land Purchase Commissioner Donald McLean met with Wanganui iwi and "the Ngatiruanui and Waitotara claimants" in May of 1848, and their representatives signed the deed between 26 May and 29 May 1848. Approximately 20,000 acres of the Wanganui Purchase was within the traditional rohe as described by Ngā Rauru.

7. Legislation passed by the Crown during the 1840s prohibited Europeans from leasing Maori lands held under customary tenure. Although Ngā Rauru leased lands to local settlers on an informal basis, this legislation restricted their ability to realise the market value of lands which they chose to lease. This may have led some Ngā Rauru to consider selling land to the Crown, especially after 1856 when land reserved from sales could be lawfully leased.

8. In the early 1850s some Ngā Rauru entered into a pact with other iwi of Taranaki and elsewhere to oppose further sales of land to the Crown, and Ngā Rauru lands were later declared to be under the protection of the Maori King. Other Ngā Rauru held that the iwi alone should decide if and when their lands should be sold. Thereafter some Ngā Rauru provided active support to those Te Atiawa who opposed land sales in northern Taranaki, while others remained neutral.

9. In May of 1859 Ngā Rauru of Waitotara agreed to sell the Waitotara Block, between the Okehu Stream and the Waitotara River and inland to Puketarata, to the Crown. A deposit of £500 was paid, with the receipt being signed by 14 people. Over the following year, after lengthy negotiations, the boundaries of the block and of seven reserves were agreed upon, and surveyed with the cooperation of the sellers. Negotiations over the Waitotara purchase ceased when the war in North Taranaki began, and were formally suspended by the Crown later in 1860 as part of a general termination of purchasing activity on the West Coast.

First Taranaki War

10. The Crown's attempts to survey the Pekapeka block at Waitara in Northern Taranaki were prevented by unarmed Maori, mainly women. This action was considered to be an act of rebellion by the Crown and martial law was proclaimed on 22 February 1860.

11. The English version of the Proclamation stated that "active military operations are about to be undertaken by the Queen's forces against Natives in the Province of Taranaki in arms against her Majesty's Sovereign Authority". The Pekapeka block was subsequently occupied by Crown troops. Te Atiawa supporters of Wiremu Kingi, a rangatira of Waitara, then built a fortified pa on the block, which was attacked by Crown troops on 17 March.

12. Other iwi of Taranaki, including Ngā Rauru, entered the war in the north on the side of Wiremu Kingi and his supporters. The Crown's attack on the pa was followed by a reprisal by some Taranaki Maori, including Ngā Rauru, who attacked settlers and settlements south of New Plymouth on 27 March 1860. Ngā Rauru tradition records that they suffered significant loss of life in the following war. A peace agreement was reached in April 1861 and provided that the Crown purchase of the Pekapeka block would be investigated.

The Waitotara Purchase

13. The negotiations between the Crown and Ngā Rauru of Waitotara for the purchase of the Waitotara block resumed in 1862, following the Taranaki peace settlement. By this time many Ngā Rauru no longer wished to sell their land to the Crown. Supporters of the Kingitanga sought to have the 1859 agreement to sell set aside, but were unable or unwilling to return the deposit, which the Crown insisted upon as a condition for terminating the sale process. The Crown was aware of significant opposition to the sale but still proceeded with it on the strength of the 1859 agreement.

14. Ngā Rauru chief Aperahama put the case before King Tawhiao in 1862. The King declined to take the block under his protection or to prohibit the completion of the sale and also ordered that opposition to it cease. This decision created an environment in which it was difficult for Ngā Rauru supporters of the King who opposed the sale to clearly express the degree of their dissatisfaction with it. The pressures created by continuing negotiations during 1862 and 1863 exacerbated existing divisions within Ngā Rauru. Terms of the sale were agreed upon at a meeting between the Crown and those who wished to sell in mid-March of 1863, notice of completion of the purchase was given, and the sale was finalised early in July 1863.

15. The war in Taranaki began again in May 1863 after the final agreement about the Waitotara purchase was reached but before the deed was signed. Members of Ngā Rauru left the area to join in the war against the Crown. The Crown itself had recognised in 1860 and 1861 that it was not appropriate for land purchasing to continue in a district where fighting was taking place, but the same restriction was not applied after May 1863.

16. In the course of negotiations during 1862-63 the Crown insisted that the reserves proposed in 1860 be reduced in size, with the result that some 1,000 acres were removed from one of them. The sellers wanted the 100-acre Kaipo block to be included in the reserves, but the Crown refused to agree. Instead, at the time of the signing they were able to re-purchase this land from the Crown at the standard rate of 10 shillings per acre. The title for Kaipo was not formalised until 1884, when it was granted to individuals rather than Ngā Rauru as a tribe.

17. The Waitotara deed was finalised on 4 July 1863 by the Crown and a number of Ngā Rauru chiefs. Four of the original fourteen who had signed in 1859, signed again in 1863, with an additional twenty-eight other signatories. The Crown considered the absence of opposition to the signing to be evidence of acceptance of the transaction by those who were absent. A payment of £2,000 was made and some 6,062 acres of the 32,700-acre block were reserved from the sale. The payment, less £100 for Kaipo, was placed in a bank account for later distribution. There appears to be no reliable record of who ultimately received the money.

18. Chief Aperahama in mid July of 1863 stated that, "The land shall not be given up! Never! never! never! never! never!" For reasons relating to the complex history of this sale the Crown gave no weight to his clear protest. Twenty-six thousand, six hundred and thirty eight acres were alienated from Ngā Rauru through this purchase, and the customary title to the 6,062 acres of reserved lands were all later converted to individual title through the Native Land Court process. Unresolved grievances about the Waitotara purchase contributed to the tensions that led to active warfare in this area in 1865.

Second War

19. After the peace agreement of April 1861, Pekapeka remained occupied by the military pending the inquiry into the Pekapeka block. Iwi of central and south Taranaki retained control of the Omata and Tataraimaka blocks, south of New Plymouth, which were claimed by the Crown. In March and April of 1863, and before the promised inquiry into Pekapeka had been completed, the Crown's forces re-occupied Omata and Tataraimaka without provocation by Maori. Troops moving between the two blocks crossed Maori land without permission. In response to this trespass, Crown troops were attacked on Maori land at Oakura on 4 May 1863 and soldiers were killed.

20. In April of 1863 the Governor accepted that the Pekapeka block purchase at Waitara had not been properly carried out, and decided to abandon it. This decision was not publicly announced until 11 May by which time the fighting had resumed. At the same time the Crown began planning to take Maori land at Oakura as punishment for the attack, and on 6 July 1863 proclaimed its intention to survey settlements on the land. Confiscation was finally proclaimed in Taranaki in 1865.

21. Before 1865 there was little if any fighting in South Taranaki. Near the end of 1864 the Crown decided to launch an offensive there to control the area along the Waitotara Road and north of the Waitotara River and to establish military settlements in the area. In January of 1865 General Cameron's forces advanced west from Wanganui. A battle was fought at Nukumaru, within the Waitotara block. In July 1865, Weraroa pa was captured by the Crown, and several Ngā Rauru were subsequently taken prisoner. Many Ngā Rauru were displaced from their lands during the fighting. Cameron's campaign in 1865 covered the whole of the South Taranaki coast, as did General Chute's in 1866 who advanced from the north. Fighting continued until the end of 1867.

22. In its southern Taranaki operations the Crown adopted a policy of attrition or "scorched earth" involving the destruction of villages and cultivations. The aim was to reduce the ability of those considered by the Crown to be rebels to make war. Ngā Rauru suffered much loss of life and property during these "bush scouring" campaigns.

23. After the army pushed through South Taranaki military settlers followed behind and established a new settler population on the confiscated lands of Ngā Rauru. After being displaced since 1865 many Ngā Rauru pledged loyalty to the Crown during 1867 so that they could return to their homes, but continued to protest against the confiscations.

24. In June of 1868 Titokowaru made war on settlers in the area. In the fighting which then ensued around Tauranga Ika pa, further lives were lost and much Ngā Rauru property was destroyed. Unlike Ngā Rauru, settlers whose property was taken or destroyed were later provided with government loans to assist in their post war recovery.

25. On 27 November 1868, a colonial militia encountered a group of unarmed Ngā Rauru and Taranaki iwi children at Handley's woolshed near Waitotara. The children were from the nearby Tauranga Ika pa, the eldest about ten years old. In an unprovoked attack, the militia fired on the group and pursued them on horseback and attacked them with sabres. The children were wounded and killed.

26. After Tauranga Ika pa was abandoned as a defence stronghold in February of 1869, the Crown's forces pushed all Ngā Rauru out of South Taranaki and pursued them into the interior, destroying crops, livestock and dwellings at every opportunity. Pursued by Crown forces and deprived of food and shelter Ngā Rauru were forced to place themselves under the protection of the Whanganui tribes. Prior to 1873, most were forbidden by the Crown to return to their lands. This was in response to both settler fears of Maori attack after the war with Titokowaru and the desire of the Crown to settle military and colonial settlers on the lands.

Confiscation

27. The confiscations, that were to have such long term and damaging impact on Ngā Rauru, were effected by the New Zealand Settlements Act 1863. The Preamble stated the North Island has been subject to "insurrections amongst the evil-disposed persons of the Native race". There was no mention of the Crown's role in initiating the wars. The Act was used to effect the confiscation of lands of Maori who the Crown assessed to have been engaged in rebellion against the authority of the Queen since 1 January 1863. Where the Governor in Council was satisfied that a tribe or a "considerable number" of a tribe had since 1 January 1863 been engaged in rebellion, he could declare the district available for confiscation. Subsequent settlement of those districts by colonists was considered the "best and most effectual means" of achieving two of the Act's purposes: permanent protection and security, and maintaining the Queen's authority.

28. The Act did not provide a definition of rebel. It did provide that no compensation would be given to those who had been "engaged in levying or making war or carrying arms against Her Majesty the Queen or Her Majesty's Forces in New Zealand" or those who had "aided assisted or comforted such persons". The New Zealand Settlements Act does not mention punishment, but was punitive in nature. This is clear from contemporary government statements and from the Proclamation of 17 December 1864 that declared that the Governor would punish those "guilty of further violence" and take possession of and retain "such land belonging to the rebels as he may think fit ". The British Colonial Office had misgivings about the scope and application of the Act, considering it "capable of great abuse" but allowed the legislation to proceed because final authority for any confiscation remained with the Governor. The Colonial Secretary instructed the Governor to withhold his consent to any confiscation, which was not " just and moderate".

29. In the confiscation proclamation of 2 September 1865, the Governor proclaimed the "Ngaatiawa", "Middle Taranaki" and "Ngaatiruanui" confiscation districts. All of southern Taranaki (the "Ngaatiruanui Coast") was declared an "eligible site", liable to be used for the purposes of European settlement. The confiscations were indiscriminate in that the lands taken greatly exceeded the minimum necessary for achieving the purposes of the New Zealand Settlements Act, and included the whole of the lands of the eligible sites, rather than just the lands required for the purpose of specific settlements. All the land that could be confiscated within the declared confiscation districts was confiscated, despite the declaration in the confiscation proclamation of 2 September 1865 that the land of "loyal inhabitants" would be taken only where "absolutely necessary for the security of the country". The Act also punished those considered loyal Maori by enabling the Crown to deprive them of ownership of their lands. The Act provided for those considered loyal to be compensated for confiscation as had been indicated by the Proclamation of Peace on 2 September 1865. The proclamation promised to restore land immediately to those who were prepared to submit to the Crown's authority, but the promise was not fulfilled.

30. Extensive supplementary and subordinate legislation was passed by the Crown following the 1863 Act. This legislation added to the impact of the confiscations by extending the Crown's control over the rights and property of Maori in Taranaki. In January of 1867 the Crown decided to abandon the confiscation of the lands between the Waitotara and Whanganui Rivers. This seems to have been done because almost all of the unsold lands involved were claimed by those considered loyal. Steps were being taken at this time to settle all Maori claims within the remaining confiscated area, including the provision of reserves for those considered rebels.

Compensation Court

31. A Compensation Court was set up under the New Zealand Settlements Act 1863 to compensate some of those whose lands were confiscated by the Crown. The compensation process and its outcomes added to the uncertainty, distress, and confusion among the people of Ngā Rauru as to where they were to live and whether they had security of title.

32. Maori who, for the purposes of the New Zealand Settlements Act 1863, had been found to be in arms against the Crown since 1 January 1863, or to have supported those found to be in arms, could not receive compensation.

33. Claimants had to establish both that they had an interest in the land, and that they had been 'loyal' to the Crown. In many cases the Court relied on the evidence of very few witnesses, rather than fully investigating the circumstances of each person affected. The Compensation Court process excluded potential claimants who failed to meet registration requirements, and claimants who did not appear at hearings. In many cases this non-attendance was due to the hearings being held in wartime and claimants not receiving notification of the hearings.

34. Although Maori claimants were required to comply with Compensation Court processes or be excluded, in 1866 Parliament retrospectively declared the Court's own actions and proceedings to be valid and beyond judicial scrutiny, even if statutory requirements had not been met.

35. Ngā Rauru claims were heard in December 1866 and January 1867 as part of the middle section of the "Ngaatiruanui Coast" District (between Kaupokonui and Waitotara). Only 40 people out of 997 were assessed to be resident and considered loyal. They were awarded 440 acres each. New rules for absentee claimants were applied in these hearings. Under these rules those who were absent and considered loyal received 16 acres each. Reserves for Maori who were considered rebels were made through a different process.

36. The Compensation Court awards for the middle section of the "Ngaatiruanui Coast" District were inadequate in size and isolated. Out of some 17,000 acres, more than 12,000 acres were in bush and the majority were inland, away from the fertile coastal plains. No special provision was made for pa and urupa. Customary forms of tenure were not preserved in the awards, all of which were made to individuals. Title was not issued until all the interests in the area were determined, the precise location settled, the areas surveyed by Crown agents, and the shares formalised by the Court. There was a delay of seven years from when the awards were granted in 1867 to when the titles were issued in 1874. By this time almost 14,000 acres were alienated, mainly by sale or lease to the Crown as part of a systematic Crown purchasing programme. Meanwhile, expanding colonial settlement further reduced the amount and quality of the Crown lands available for allocation to Maori claimants.

37. In 1872 a Crown purchase agent was found by a Crown appointed Commission to have behaved fraudulently in respect of Compensation Court awards. This agent had purchased Ngā Rauru land for himself and private purchasers, failed to properly account for payment to sellers, and fraudulently appropriated payments that were intended for Ngā Rauru owners. The Crown failed to respond adequately to their concerns even after an official investigation upheld their complaints.

38. None of the awards of the Compensation Court in the middle section of the "Ngaatiruanui Coast" District were properly implemented and by 1880, when the West Coast Commission began its investigations, no Ngā Rauru had received grants for the land.

Crown Purchases

39. From the early 1870s the Crown acquired Ngā Rauru land outside the confiscation area by means of purchases effected through Deeds of Cession. The Crown's purchases from 1874 to 1881 were part of a government programme to acquire substantial quantities of Maori land in the interior. The establishment of settlers on land acquired from Ngā Rauru was a priority of this programme. For these purchases, the Crown made use of section 42 of the Immigration and Public Works Amendment Act 1871 and classified the land as being for the establishment of "special settlements". This meant that the Crown could avoid full investigation of title by the Native Land Court before purchase, and make arrangements for purchase with willing sellers (including the payment of advances) prior to the application for title being heard by the Native Land Court. Although it was still possible for other interested parties to come before the Court and have their interests heard, the use of the Immigration and Public Works Amendment Act 1871 prejudiced the objectors and impacted on the hearing process.

40. Many of these problems arose in the acquisition of Ngā Rauru land outside the confiscation area. The purchase of the 92,000-acre Kaitangiwhenua block (primarily the customary land of Ngā Rauru and Ngāti Ruanui), was poorly controlled by the government. In 1894 a Commission of Inquiry found that after the purchase had been completed, a former purchase agent had exploited his relationship with the sellers and "fraudulently appropriated" over £5,000 from Maori. No compensation was provided.

41. In the period from 1877 to 1880 the Crown made so-called "takoha" payments to individuals in relation to the Opaku, Okahutiria and Moumahaki blocks in South Taranaki. Takoha was payment in cash to those Maori who, in the agents' opinion, had an interest in the land prior to confiscation, or could most influence the delivery of quiet possession. Ngā Rauru consider the nineteenth-century use of this term to describe those Crown practices tarnishes the meaning of "takoha" and that the use of takoha to obtain land was improper.

Parihaka

42. In the 1860s a movement for Maori peace and independence was established at Parihaka in central Taranaki under the leadership of prophets Tohu Kakahi and Te Whiti o Rongomai. The permanent population of Parihaka consisted of Maori from throughout Taranaki and beyond, including Ngā Rauru.

43. In 1878, the confiscation in central Taranaki was widely perceived by Maori and some officials as having been abandoned by the Crown. Notwithstanding this, the Government began surveying the central Taranaki district in which the Parihaka block was located. When the survey neared Maori cultivations, Te Whiti and Tohu introduced a policy of passive resistance in response to the surveyors and the European settlers who followed. People at Parihaka removed survey pegs and undertook other forms of passive resistance. Ultimately this led to the surveyors leaving the area. Following the refusal of the Government to meet with Te Whiti to discuss the question of reserves, the prophets sent an "army" of ploughmen to plough settler land throughout Taranaki.

44. In 1880 the Government began building a road to Parihaka. When the road construction reached the Parihaka block in June 1880, the armed constabulary pulled down fences, exposing Maori crops to their horses and wandering stock. As the fences were broken, the prophets sent fencers to repair them. These passive resistance campaigns led to more than 420 "ploughmen" and 216 "fencers" from throughout Taranaki being arrested and imprisoned. Only 40 "ploughmen" received a trial. Special legislation was passed, first to defer the remainder of the trials, and then to dispense with them altogether.

45. Many prisoners, including people of Ngā Rauru, were held at the Government's will in prisons in the South Island. Conditions were harsh and included hard labour. The detrimental impact of these conditions was compounded by the effects of ill-health and exile.

46. On 5 November 1881 more than 1,500 Crown troops, led by the Native Minister, invaded and occupied the settlement of Parihaka. No resistance was offered. Over the following days some 1,600 men, women and children not originally from Parihaka were forcibly expelled from the settlement and made to return to their previous homes. Houses and cultivations in the vicinity were systematically destroyed, and stock was driven away or killed. Looting also occurred during the occupation. Maori of Taranaki report that women were raped and otherwise molested by their attackers.

47. Special legislation was subsequently passed to restrict Maori gatherings. Throughout this period restrictions were also placed on Maori movement. Entry into Parihaka was regulated by a pass system. Six people were imprisoned and Te Whiti and Tohu were charged for sedition and held until 1883. Their trials were postponed and ultimately special legislation was passed to provide for their imprisonment without trial. This legislation also indemnified those who, in the action taken to "preserve the peace", might have exceeded their legal powers.

48. Of the reserves that were promised to Taranaki Maori by the West Coast Commission some 5,000 acres were taken by the Crown as compensation for the costs of "suppressing the...Parihaka sedition". The Sim Commission concluded in 1927 that the Crown was directly responsible for the destruction of houses and crops, and "morally if not legally" responsible for "the acts of the soldiers who were brought into Parihaka." It recommended the payment of £300 as an acknowledgement, at least, of the wrong that was done to the people of Parihaka.

West Coast Commissions

49. The Crown appointed the West Coast Commission in January 1880 to inquire into promises made by the Crown to Maori in Taranaki concerning confiscated lands. The scope of the Commission's inquiry and its consequent remedial actions were limited by the empowering legislation. The Commission was narrowly focused on the Compensation Court awards and specific Crown promises, and did not constitute an inquiry into the fairness of the confiscations and compensation process. One effect of this was to minimise the amount of land considered eligible for return to Maori and maximise the amount left for disposal to European settlers. In any event, at the time of these hearings, north and south Taranaki had already been substantially settled by European settlers. This meant that land was not available to provide for adequate reserves.

50. The Commission concluded that many promises had not been kept by the Crown. Among other things, it attributed all of the problems in south and central Taranaki to the Crown's failure to establish reserves, noting that the Maori people involved "have never known what land they might call their own". The Crown appointed a second Commission in December 1880 to implement the recommendations of the first. This Commission returned more than 200,000 acres of land to Taranaki Maori, approximately one fifth of which was in south Taranaki. Ngā Rauru shared this one-fifth with other south Taranaki iwi.

51. Virtually all of the Commission's awards were returned to Maori as individual title, overriding the customary forms of land tenure, and providing no protection against future alienation. The second Commission was empowered to determine the owners and their shareholdings and toaward land. It thus fulfilled the role of the Native Land Court, but without using the Court's hearing procedures, and no appeal process was available to claimants.

52. The West Coast Commissions were not empowered to review whether Ngā Rauru had sufficient land or to assess their total land requirement. They could only look at what land remained and accordingly make awards. Having been exiled from their land since the late 1860s, and without permanent homes throughout the 1870s, Ngā Rauru therefore had no choice but to accept what was allocated to them. Reserves were intentionally located away from European settlements denying Maori access to the best land and what benefits those settlements brought. Many kainga, wahi tapu and in particular coastal mahinga kai sources were not included in the land awarded.

53. The second Commission recommended a system of management that placed the reserves under the control of the Public Trustee. A substantial portion of the land was leased to settlers subject to perpetual leases. This imposed system denied Ngā Rauru control over their lands and control of the income from their lands.

54. In Treaty terms the Crown was obliged in its transactions with Ngā Rauru to ensure the iwi were left with a sufficient endowment for their own needs, both present and future. This principle was clearly not applied in South Taranaki be it in the Crown's purchases, the Compensation Court's awards or the West Coast Commissions' awards.

Sim Commission

55. The Sim Commission of 1926 and 1927 was appointed to investigate confiscations under the New Zealand Settlements Act and subsequent legislation, but its terms of reference were limited. It was not to have regard to contentions that the New Zealand Parliament did not have the power to pass the confiscation legislation and that Maori "who denied the Sovereignty of Her Majesty and repudiated her authority could claim the benefit of the provisions of the Treaty of Waitangi."

56. The Sim Commission was to consider, among other things, whether in all the circumstances the confiscations exceeded in quantity what was "fair and just". When considering the value of any excess of confiscation, the Commission was required to consider the value of the land at the time of the confiscation and disregard any later increment in value. Their terms of reference envisaged that cash compensation, not the return of land, would be recommended.

57. The Commission also investigated whether certain lands included in the confiscations should have been excluded for some special reason. It concluded that any general attempt to restore such places as canoe landing places, cemetaries and fishing grounds was by then out of the question and therefore made no recommendations in relation to these types of sites. The Commission had limited time and resources for its purpose and was unable to investigate in full several key issues. All evidence relating to land acreage was provided by the Crown.

58. The Commission found in Taranaki that every acre taken exceeded what was fair and just. "In the circumstances Taranaki Maori ought not to have been punished by the confiscation of any of their land." Its recommendations for an annuity of £5,000 for all the Taranaki confiscations and a single payment of £300 for the loss of property at Parihaka were not discussed with the iwi concerned and were never accepted as adequate. The timing of the payment of the annuity was uncertain and in the early 1930s partial sums only were paid.

59. The Taranaki Maori Claims Settlement Act 1944 states that the sums are a full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Ngā Rauru or other iwi of Taranaki agreed to this. Neither these nor the previous annuities were inflation indexed and this subsequently became an issue. The Taranaki Maori Trust Board was created by the Crown to receive the annuity, rather than it being paid directly to iwi and hapu.

Remaining Lands

60. The reserves made by the West Coast Commission did not revert to Maori to do with as they pleased. Rather, they were vested in the Public Trustee to be administered under the West Coast Settlement Reserves Act 1881. The Public Trustee had full power to sell the alienable reserves and lease the inalienable ones under terms imposed by statute. Much of the land under the Public Trustee's administration was leased without the consent of the owners.

61. The West Coast Settlement Reserves Act 1892 vested all the reserves in the Public Trustee in trust for the Maori owners. As a result Maori lost their legal ownership. The Act provided for perpetually renewable 21-year leases with rent based on the unimproved value of the land. Leases previously granted by the Public Trustee at variance with the terms of their Crown grants were validated, as were earlier reductions in rent. Maori beneficial owners were effectively excluded from taking up perpetual leases from the Public Trustee under that Act. Although an 1893 amendment provided for it, statistics from 1912 indicated that, at that time, no perpetual leases had been granted to Maori.

62. The operation of the Maori perpetual lease regime was criticised in twelve inquiries from 1890 to 1975. The 1912 Commission, for example, found that two facts stood out in respect of the legislation: "The first is that every legislative measure has been in favour of the lessees and the second, that on no occasion has the Native owner been consulted in reference to any fresh legislation". In 1935, following a Supreme Court decision in favour of the Maori beneficial owners, the definition of improvements was amended by law leading to a reduction in the rents Maori would otherwise have received and nullifying the effect of the Court decision. The Maori Reserved Land Act 1955 continued the system of perpetual leases, empowering the Maori Trustee to convert any outstanding fixed term leases to leases in perpetuity and to purchase land for on-sale to lessees.

63. Titles were amalgamated in 1963. Beneficial owners no longer had a specific interest in their customary land but an interest in reserves throughout Taranaki. A 1967 amendment to the Maori Reserved Land Act 1955 provided for the Maori Trustee to sell lands to lessees, provided a proportion of the aggregated beneficial owners agreed. The consent of former owners in the block to the sale was not required. By 1974, 63.5 percent of reserved land originally vested in the Public Trustee had been sold and a further 26 percent was under perpetual lease. Portions of some of the original settlement reserves had also been taken for public works.

64. The Paraninihi ki Waitotara Incorporation was formed in 1976 to administer perpetually leased lands transferred from the Maori Trustee. This arose from the recommendations of the 1975 Commission of Inquiry into Maori reserved land. Among other things, the Commission recommended more frequent rent reviews. Owners held shares in the Incorporation. Ngā Rauru iwi and hapū did not gain control of the reserves nor could they exercise Ngā Raurutanga over the reserves in their rohe.

65. Today less than 5 percent of the reserved land in Taranaki is owned as Maori freehold land. Over time, the returns to individuals have generally diminished, as succession caused their interests to fragment. Where no successor existed, individual interests were extinguished and the associated benefits vested in the Maori Trustee.

66. Remaining land owned by Ngā Rauru other than interests in the West Coast Reserves continued to fragment and be alienated. It was also subject to being compulsorily acquired under successive public works legislation.

67. Ngā Rauru consider that their interests have been detrimentally affected by a succession of pieces of legislation (muru) that, amongst others, have included the New Zealand Settlements Act 1863, the Native Lands Act 1862, the Suppression of Rebellion Act 1863, the Maori Prisoners' Trials Act 1880, the West Coast Settlement Reserves Act 1863 and the Maori Reserved Land Act 1955.

Twentieth Century

68. Ngā Rauru claims lodged with the Waitangi Tribunal under the Treaty of Waitangi Act 1975 derive from Crown actions in the nineteenth and twentieth century and relate not only to land but to the effects of legislation and policies on all aspects of Ngā Raurutanga. Ngā Rauru believe that the six strands of Ngā Raurutanga have been prejudicially affected by Crown acts and omissions in the twentieth century that have denied the iwi the individual and collective benefits envisaged by the Treaty. As a result, Ngā Rauru believe that their traditional spiritual practices, cultural knowledge and ability to practice kaitiakitanga over all the taonga in the Ngā Rauru rohe have further diminished in the twentieth century. Ngā Rauru also believe that in relation to the health and education of Ngā Rauru people, Crown policies failed to deliver equitable outcomes when compared with other New Zealanders. And the Crown's failure to recognise te reo Maori as a national language and taonga contributed to its decline and made it difficult to learn and use the language. These are the grievances that have been recorded and pursued by Ngā Rauru claimants to the Waitangi Tribunal for which Ngā Rauru have sought recognition and resolution from the Crown.

Crown Acknowledgements for the Agreement in Principle between Ngā Rauru and the Crown

1. The Crown acknowledges that the cumulative effect of its breaches of the Treaty of Waitangi outlined below has contributed to the dismantling of Ngā Raurutanga, and the loss of Ngā Rauru land, language, and social structures. This has affected the economic capacity, and physical, cultural and spiritual well-being of Ngā Rauru throughout the nineteenth and twentieth centuries. The Crown acknowledges that it has failed to adequately recognise and respect Ngā Raurutanga in breach of its obligations guaranteeing Ngā Rauru the exercise of rangatiratanga under Article Two of the Treaty of Waitangi.

2. The Crown acknowledges that:

   2.1 Crown purchasing, such as the Waitotara purchase, commenced in 1859, created tensions that contributed to the continuation of the Taranaki wars in which Ngā Rauru participated; the continuation of the Waitotara purchase during a time of war was not appropriate and exacerbated divisions within Ngā Rauru; and

   2.2 because of the circumstances prevailing in Taranaki between 1859 and 1863 elements of the Waitotara purchase constituted a breach of Treaty of Waitangi and its principles.

3. The Crown acknowledges that:

   3.1 Ngā Rauru suffered loss of life during the wars, including the lives of unarmed children killed at Handley's woolshed in an unprovoked attack;

   3.2 Ngā Rauru suffered the destruction of their homes, property, cultivations and taonga at the Crown's hands during the wars and as a result of the Crown's scorched earth policy in South Taranaki;

   3.2 during the wars those Ngā Rauru who were driven off their lands had to rely on the goodwill of other iwi for refuge. Ngā Rauru were forced into exile from their rohe and rendered homeless from 1869 until 1873 and remained without permanent homes until they received the reserves to which they were entitled after the West Coast Commissions of Inquiry in 1880 and 1881;

   3.4 its treatment of Ngā Rauru imprisoned during the wars of 1865 and 1869 such as those at Weraroa, and Parihaka resulted in hardships for those imprisoned and their whanau and hapū;

   3.5 the treatment of those imprisoned and exiled as a result of the passive resistance campaign from 1879 to 1880 deprived them of basic human rights and inflicted unwarranted hardships on them and their whanau and hapu; and

3.6 the wars constituted an injustice and were in breach of the Treaty of Waitangi and its principles.

4. The Crown acknowledges that:

4.1 the confiscations were indiscriminate in extent and application;

4.2 it acted unfairly in labelling some Ngā Rauru as rebels which had detrimental consequences for the whole iwi whose lands were confiscated as a result;

4.3 as a result of the confiscations in 1865 Ngā Rauru were dispossessed of land and resources and unable to exercise Ngā Raurutanga over them, which had a devastating effect on the economic development, and the social and cultural wellbeing of Ngā Rauru; and

4.4 the confiscations were unjust and a breach of the Treaty of Waitangi and its principles.

5. The Crown acknowledges that:

5.1 the prejudicial effect of the confiscations was compounded by the inadequacies in the Compensation Court process by which reserves were to be granted to Ngā Rauru;

5.2 delays in the implementation of the Compensation Court awards and systematic Crown acquisition of Ngā Rauru interests meant that ultimately Ngā Rauru received only 3,000 of the 17,000 acres granted to them by the Compensation Court; and

5.3 when finally returned, Ngā Rauru customary title to these lands had been compulsorily extinguished by the Crown, and this was a breach of the Treaty of Waitangi and its principles.

6. The Crown acknowledges that:

6.1 the West Coast Commissions were inadequate in their scope and did not address the injustices perpetrated by the confiscations;

6.2 the reserves formalised by the Commissions were not sufficient for the ongoing needs of Ngā Rauru within the confiscation boundary; and

6.3 the cumulative effect of its actions with respect to the West Coast Settlement Reserves, including the imposition of a regime of perpetually renewable leases and the sale of land by the Public and Maori Trustees in the twentieth century:

6.3.1 have ultimately deprived Ngā Rauru hapū of the control and ownership of the minimal lands set aside for them; and

6.3.2 were in breach of the Treaty of Waitangi and its principles.

7. The Crown acknowledges that:

7.1 some Crown policies relating to Māori land have had a prejudicial effect on those Ngā Rauru who wished to retain their lands and diminished their ability to exercise Ngā Raurutanga over that land;

7.2 the town of Waverley, the Nukumaru Domain, the vast scenic reserves, and other tracts of land now making up the conservation estate, were once under the care of Ngā Rauru as kaitiaki;

7.3 the people of Taranaki and New Zealand generally have benefited from the lands and other resources confiscated and otherwise alienated from Ngā Rauru while the cumulative effect of the Crown's actions has been to leave Ngā Rauru virtually landless; and

7.4 it has failed to ensure that sufficient land was retained by Ngā Rauru for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

8. The Crown acknowledges that Ngā Rauru have pursued grievances that relate to Crown action in the nineteenth and twentieth centuries in addition to those grievances the Crown acknowledges are in breach of the Treaty of Waitangi and its principles. Ngā Rauru have sought redress for their grievances for the last 150 years and despite efforts made in the twentieth century, the Crown has failed to deal with the grievances of Ngā Rauru and its breaches of the Treaty of Waitangi and its principles in an appropriate way. The recognition of these grievances and breaches is long overdue. The sense of grief and loss suffered by Ngā Rauru remains today.

Crown Owned Properties

Property	*Street Address*	*Description*	*Site Specific Conditions*	*Land Value*	*Capital Value*
Waitotara School	Severn Street, Waitotara	Sec 505 and 506 Okotuku District SO 11324 Gaz 1964 p 884	Subject to negotiation of lease with Ministry of Education	$10,000	$219,000
Waverley Primary School	Gloag Street, Waverley	Sec 117, 118 and136 TN of Waverley SO 22860 Gaz 1989 p 1311 Gaz 1967 p 962	Subject to negotiation of lease with Ministry of Education	$29,000	$700,000
Waverley High School	Fookes Street	Pt Sec 5 and Sec 6 Waverley Town Belt SO 12392 SO 22316 Gaz 1951 p 1340	Subject to negotiation of lease with Ministry of Education	$122,000	$189,000
Whenuakura School	Kaharoa Road	Pt Sec 67 DP 383 Gaz 1889 p191	Subject to negotiation of lease with Ministry of Education	Not available	Not available
Kai Iwi School	State Highway 3	[Part Kai Iwi CT 6/ J 4]	Subject to negotiation of lease with Ministry of Education	Not available	Not available
Maxwell School	State Highway 3	Lots 23, 24, 30 & 34 Blk 1 DP 23	Subject to negotiation of lease with Ministry of Education [Part of site in disposal mechanism. Remaining part unavailable to Nga Rauru for transfer and leaseback due to terms of existing lease]	$48,000	$240,000

Westmere School	Cnr Francis & Rapanui Roads	Pt Lot 1 DP 8282 SO 23926 Gaz 1952 p166 Gaz 1958 p238	Subject to negotiation of lease with Ministry of Education	Not available	Not available
Mosston School	211 Mosston Road	Lot 8 DP 1369	Subject to negotiation of lease with Ministry of Education	$42,000	$487,000
St John's School	71 Parkes Avenue	Lot 47 DP 46259, Lot 4 Pt Lot 5 Pt Lot 6 DP 3399 (Gaz 1979 p 1535)	Subject to negotiation of lease with Ministry of Education	$177,000	$1,680,000
Wanganui City College	84 Ingestre Street	Lot 1,2,3 Deeds 448, Lot 1-8 Deeds 303, Lot 51-58 Deeds 359 (Gaz 1974 p 978, 1600, 2646), Lot 1 DP 3454 (Gaz 1956, p 1651)	Subject to negotiation of lease with Ministry of Education	$332,000	$9,869,000
		Lot 28-35 Deeds 352 Lot 27 -30, 37-40 Deeds 73(Gaz 1956, p 1651), Lots 9,10,24 Deeds 244 (Gaz 1974, p 2646)	Subject to negotiation of lease with Ministry of Education	$223,000	$369,000
		Lot 31-36, 41-44, Pt Lot 45, Pt Lot 46 Deeds 73 (Gaz 1956 p 1651), Lot 25,26 Deeds 244 (Gaz 1974 p 2646)	Subject to negotiation of lease with Ministry of Education	$103,000	$9,425,000
Wanganui High School	Purnell Street	Lot 12 DP 19294 (Gaz 1957 p 2238)	Subject to negotiation of lease with Ministry of Education	$400,000	$7,200,000
4 Severn Street, * Waitotara	4 Severn Street	Lot 1 DP 15612	Subject to existing domestic tenancy	$4,400	$51,000

Rangitatau West Road*, Maxwell	Rangitatau West Road	Lot 1 DP 8124	Subject to tenancy (if any).	$9,000	$63,000
3 Smith Street*, Waverley	3 Smith Street	Lot 3 DP 44977	Subject to existing domestic tenancy	$3,100	$52,000
5 Chester Street Waverley – NZ Police	5 Chester Street	Pt Sec 126 Town of Waverley SO 22860 Gaz 1887 P911	Subject to leaseback to NZ Police	$3,500	$43,000

* Landbank properties

VALUATION PROCESS

High Value Properties i.e. those with an estimated value over $300,000

1. The Crown and the claimants each commission a registered valuer (at their own cost);

2. Each party obtains a market valuation based on agreed instructions to valuers (in the form attached), which is then exchanged with the other party;

3. If the valuations differ, the parties are required to enter into discussion, which would involve a comparison of valuation reports and adjustments for any technical issue overlooked by either valuers;

4. If the parties are unable to reach a mutually acceptable valuation, the parties will refer the matter to arbitration (process under the Arbitration Act 1908), which will be binding on both parties, for determination of fair market value; and

5. Each party is responsible for the cost of their own valuers and half of the cost of any arbitration process.

Low value properties i.e. those with an estimated value less than $300,000

6. The Crown and the claimants jointly commission a registered valuer;

7. The valuer is instructed to prepare a market valuation based on agreed instructions to valuers (in the form attached) which is binding on both parties; and

8. Each party is responsible for fifty percent of the cost of the valuation.

General

9. All valuations will be based on:

   a) Instructions to valuers;

   b) the due diligence information provided by the vendor agency;

   c) the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;

   d) all existing leases, licences and other encumbrances disclosed by the Crown; and

   e) a practical valuation date agreed by the parties (in the event that a Deed of Settlement is not agreed within 12 months of the valuation date then the properties will need to be revalued).

FORM OF INSTRUCTIONS TO VALUERS

CROWN – NGĀ RAURU SETTLEMENT NEGOTIATIONS

Introduction

1 The Crown and the Mandated Representatives of Ngā Rauru are negotiating the settlement of Treaty of Waitangi and other claims of Ngā Rauru. Ngā Rauru may, as part of the settlement of those claims, have the opportunity to purchase certain properties from the Crown. The purpose of these valuations is to establish the value at which the properties would transfer from the Crown to Ngā Rauru.

2 [The Crown and Ngā Rauru are each instructing separate valuers to value the Properties.

3 The Crown and Ngā Rauru have agreed procedures to, when necessary, to resolve differences between the valuations.][2]

Properties

4 The [Leaseback] Properties are specified in the attached schedule. [A copy of the terms and conditions of the lease (s) which will be entered into on transfer of the [Leaseback] Property (ies) is attached for each Valuer's consideration].

Requirements

5 The Crown and Ngā Rauru, have agreed the following requirements for these valuations:

5.1 The effective date of valuation is to be [ ](Valuation Date);

5.2 The value required is the market value of the Leaseback Property being the estimated amount, exclusive of GST, at which the Property should if being transferred, be transferred on the Valuation Date from a willing seller to a willing buyer in an arms length transaction, after proper marketing with each party to the transfer acting knowledgeably, prudently and without compulsion. The following should be taken into account:

5.2.1 any encumbrances or interests or other matters affecting or benefiting the Property as are noted on the certificate of title for the Property on the Valuation Date or as are disclosed in writing by the Crown, provided that the Valuer shall not take into account any claim by, or on behalf of, Ngā Rauru over that property.[In particular the valuer should consider the value of the lease as an integral part of the valuation]; and

5.2.2 the terms of transfer.

[2] For separate valuations only

5.3 [Both Valuers are to inspect the Property on a day to be agreed between them and the vendor agency. The Valuers will attempt to resolve between them any matters arising from their inspections by the end of the following day.][2]

5.4 [Before the inspection of the Property, both Valuers are to agree on:

5.4.1 The valuation method or methods applicable to the property; and

5.4.2 The applicable comparable sales to be used in determining the value of the property interest if relevant and comparable rentals][2]

5.5 Each Valuation Report provided by a Valuer shall:

5.5.1 include an assessment of the Market Value of the Property being valued as at the Valuation Date;

5.5.2 meet the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation", and other relevant standards, insofar as they are relevant.

5.5.3 include an executive summary containing:

a. a summary of the valuation along with key valuation parameters;

b. a summary of key issues affecting value, if any;

c. the name of the Valuer and his or her firm; and

d. the signature of the Valuer and lead valuer (if applicable).

5.5.4 include a property report based on the standard referred to in paragraph 5.5.2; and

5.5.5 attach appendices setting out:

a. a statement of valuation methodology and policies; and

b. relevant market and sales information.

6 The Valuer is to supply two copies of the Valuation Report.

Timing

7 Valuation reports are to be submitted to Clients no later than [ ].