

**NGAA RAURU KIITAHĪ**  
**and**  
**HER MAJESTY THE QUEEN**  
**in right of New Zealand**

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**DEED OF SETTLEMENT OF  
THE HISTORICAL CLAIMS OF NGAA RAURU KIITAHĪ**

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**27 November 2003**



**NGAA RAURU KIITAHU DEED OF SETTLEMENT**

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**DEED OF SETTLEMENT**

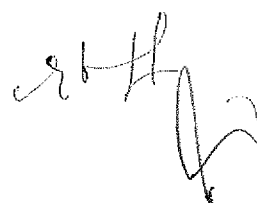
**THIS DEED** is made

**BETWEEN**

**NGAA RAURU KIITAHU**

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

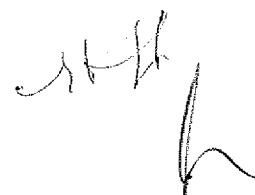
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**NGAA RAURU KIITAHI DEED OF SETTLEMENT**

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**NGAA RAURU KIITAHU DEED OF SETTLEMENT**

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# NGAA RAURU KIITAHU DEED OF SETTLEMENT

## PREFACE

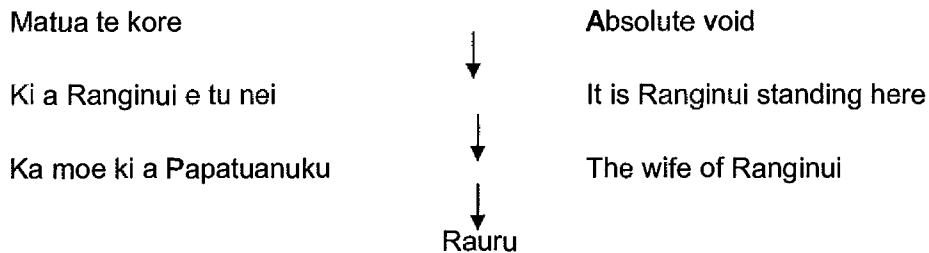
### THE ORIGINS OF NGAA RAURU KIITAHU

This preface sets out the origins of Ngaa Rauru Kiitahi according to its oral traditions.

The tribe emanated from the celestial and spiritual trees of the gods, down from the legion of spirits who were not seen but heard, through the generations of Te Kahui Rere and the genealogies to Rauru the man.

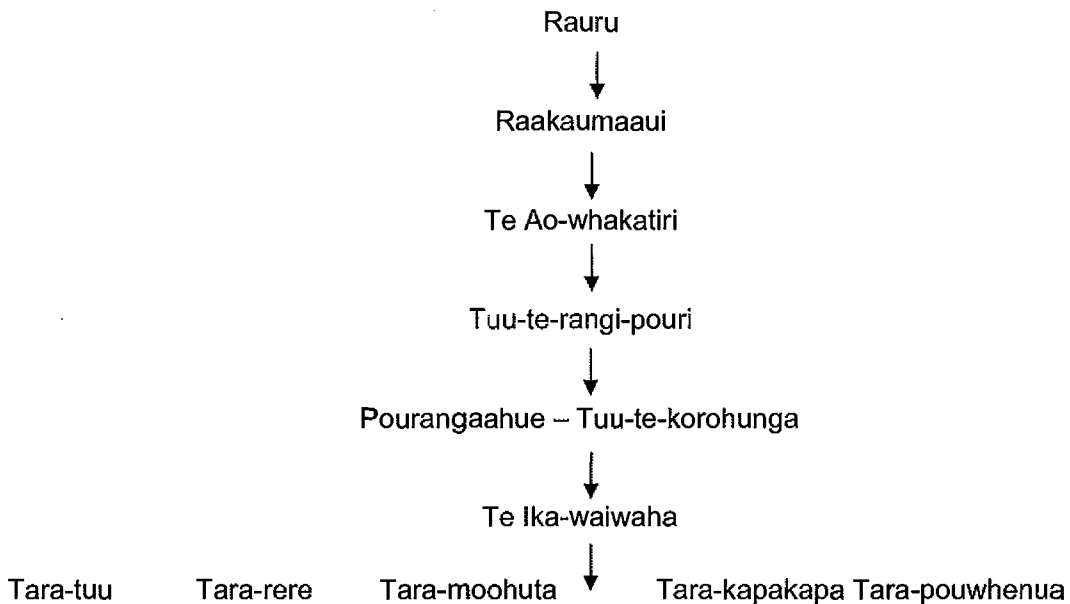
Rauru was a man of one mind. There was no going back on his word, hence he was called Rauru Kiitahi (Rauru of the one word).

Ngaa Rauru Kiitahi existed prior to the arrival of the Aotea waka as the following whakapapa declares:



This is the true beginning of Ngaa Rauru Kiitahi as the tangata whenua who originally settled the land.

From there is the whakapapa to Te Kahui Tara which is a hapuu of Te Kahui Rere:



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### PREFACE

Within the pahuki of Ngaa Rauru Kiitahi can be found place names and hapuu, prior to Aotea being named by Te Kahui Rere, that exist today – Te Ihonga, Tieke, Tapuarau, Potiki-a-Rehua, Oturooriki, Te Kiri-o-Rauru, Moerangi, Ngaa Ariki and Te Ihupuku.

From there the eponymous ancestor Rauru through generations disseminated into many hapuu, of which 12 remain active today.

This is the ancient koorero as passed down through the generations and is acknowledged by iwi within Aotea.

Ko Aotea te waka, Ko Turi te tangata ki runga

Aotea is the canoe, Turi is the commander

Accordingly, Ngaa Rauru Kiitahi existed prior to the arrival of the Aotea waka. When Turi arrived in Patea, Taikehu was the prominent man who belonged to Te Kahui Maunga, of the Te Kahui Rere people. The Patea River at the time was called Te Awanui-a-Taikehu (the great river of Taikehu).

Turi and his wife, Rongorongo, had four children, Tuuranga-i-mua (a son), the eldest, Taneroa (a daughter), Tutawa-whanau-moana (a son born at sea), and the youngest, Tongapotiki (who was born in Patea with the family living there).

In time the family grew prompting them to move out in different directions within Ngaa Rauru Kiitahi. As a result of population growth Tuuranga-i-mua's descendants moved south of Patea. Tutawa and Tongapotiki's issue moved to Whenuakura and Waitotara. Taneroa's issue moved northwest.

According to oral koorero of the elders of Ngaa Rauru Kiitahi, this was planned and through generations, through intermarriage, the knowledge about the Kahui Rere traditions declined letting its identity eventually become intermingled with the traditions of the Aotea waka.

It was during this time that whakapapa became intertwined because of the strong influence of the Aotea people. However, koorero of the Kahui Rere and their placenames remain recognised by and significant to Ngaa Rauru Kiitahi today. This confirms the whakapapa of Matua te kore to Rauru which existed before the arrival of the Aotea waka.

### NGAA RAURU KIITAHI ROHE

The rohe of Ngaa Rauru Kiitahi at 1840 began at Kaihau-a-Kupe (the mouth of the Whanganui River). The kainga or occupied sites at Kaihau-a-Kupe included Kaihokahoka (ki tai), Kokohuia (the swampy area at Castlecliff), Te Whare Kakaho (the Wordsworth Street area), Pungarehu/Te Ahi Tuatini (Cobham Bridge), Te Oneheke (between Karamu Stream and Churton Creek), Patupuhou, Nukuiro, and Kaieerau (St Johns Hill).

The rohe then extended from Kaieerau along the watershed to Motuhou, Kaihokahoka (ki uta), Taurangapiopio, Taumatarata, Mataimoana, Taurangakawa and north into the Matemateonga Ranges and the area known as Tawhiwhi.



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### PREFACE

After the Matemateaonga Ranges, is the Mangaehu Stream where the Mangaehu Pa was situated, near the source of Te Awanui-a-Taiehu (Patea River). Between Te Awanui-a-Taiehu and Whenuakura Rivers (Te Arei o Rauru) were the pa of Maipu and Hawaiki.

Many Ngaa Rauru Kiitahi pa and kainga were also situated along Te Awanui-a-Taiehu, such as Oowhio, Kaiwaka, Arakirikiri, Ngaa-papa-tara-iwi, Tutumaahoe and Parikaaranga. At the mouth of the river sat the kainga and marae of Rangitaawhi and Wai-o-Turi which remain today. Along the shoreline between Rangitaawhi and Tuaropaki lies Te Kiri o Rauru.

Between Rangitaawhi and the mouth of the Whenuakura River stood Tihoi Pa (where Te Rauparaha rested). From Tihoi the rohe extends to Waipipi, Tapuarau, Waitotara River, Waiinu, Waikaramihi and Te Wai-o-Mahuki (near Te Ihonga). It continues past the Ototoke Stream to Poopoa (the marae of Aohehu at the mouth of the Okehu Stream), and then continues onwards to the mouth of the Kai iwi Stream near the marae of Taipake Tuturu. From here the rohe stretches past Tutaramoana (he kaitiaki moana) back to Kaihau-a-Kupe.

The area of the Ngaa Rauru Kiitahi rohe at 1840, as described above, was approximately 210,000 hectares (520,000 acres) according to a digital map calculation in 2003.

### RELATIONSHIP OF NGAA RAURU KIITAHU WITH THE WHANGANUI RIVER

Ngaa Rauru Kiitahi has whakapapa interests in the Whanganui River. Ngaa Rauru Kiitahi recognises that Whanganui iwi has mana and rangatiratanga on the Whanganui River.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### BACKGROUND TO THIS DEED

#### NGAA RAURU KIITAHI MAKES SUBMISSIONS TO THE WAITANGI TRIBUNAL

Ngaa Rauru Kiitahi has longstanding claims against the Crown. Claims against the Crown have been expressed through petitions and protests made by Taranaki Maori, including Ngaa Rauru Kiitahi. Those petitions and protests contributed to the establishment, in the nineteenth and twentieth centuries, of various commissions of inquiry into lands confiscated from Taranaki Maori (including from Ngaa Rauru Kiitahi).

Section 6 of the Treaty of Waitangi Act enabled Maori (including Ngaa Rauru Kiitahi) to submit claims to the Waitangi Tribunal in respect of acts or omissions on or after the 6th of February 1840 by or on behalf of the Crown that were inconsistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

The Waitangi Tribunal between 1990 and 1995 investigated 21 claims concerning Taranaki made to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act (the "Taranaki Claims"). The Taranaki Claims included claims of Ngaa Rauru Kiitahi. A considerable number of submissions and research reports were filed by Taranaki Maori (including Ngaa Rauru Kiitahi) with the Waitangi Tribunal in relation to the claims of Taranaki Maori (including Ngaa Rauru Kiitahi).

#### THE CROWN'S ACKNOWLEDGEMENTS TO THE WAITANGI TRIBUNAL

The Crown advised the Waitangi Tribunal, after hearing the claimants' evidence, that it considered there was a basis for negotiation with claimants and that the Crown had invited claimants to meet with it for that purpose. The Crown asked the Waitangi Tribunal to issue an interim report in order to assist the negotiations process between the Crown and claimants (including Ngaa Rauru Kiitahi).

The Waitangi Tribunal asked the Crown to indicate those matters upon which it would not wish to give evidence before the Tribunal. The Crown provided this advice to the Waitangi Tribunal on 28 November 1995 in its Interim Response (which is Document 2.108 on the Waitangi Tribunal's Record of Inquiry for Taranaki).

The Crown acknowledged to the Waitangi Tribunal in its Interim Response that:

- the Waitara purchase and the wars that followed constituted an injustice and were, therefore, in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- the confiscation of land, as it occurred in Taranaki, also constituted an injustice and was, therefore, in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- the confiscation had a severe impact upon the welfare, economy and development of the iwi of Taranaki;
- in general terms, the delays in setting aside reserves contributed to the adverse effects of the confiscation; and



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### BACKGROUND TO THIS DEED

- events relating to the implementation of the confiscation leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### THE INTERIM TARANAKI REPORT OF THE WAITANGI TRIBUNAL

The Waitangi Tribunal issued in June 1996 an interim report called the "Taranaki Report Kaupapa Tuatahi" (the "Interim Taranaki Report") giving its preliminary views on the Taranaki Claims.

The Waitangi Tribunal issued the Interim Taranaki Report:

- based on the Waitangi Tribunal's inquiry up to the date of the report (and noted that the Crown had yet to be heard on many matters raised); and
- in order to expedite negotiations for a settlement of the Taranaki Claims (including the claims of Ngaa Rauru Kiihahi).

### VIEWS OF THE WAITANGI TRIBUNAL IN THE INTERIM TARANAKI REPORT

The Waitangi Tribunal, in the Interim Taranaki Report, expressed some preliminary views concerning the Taranaki Claims including that:

- "They could be the largest in the country. There may be no others where as many Treaty breaches had equivalent force and effect over a comparable time" (*section 1.1*);
- "We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Maori autonomy or self-government" (*section 1.4*);
- "This report has introduced the historical claims of the Taranaki hapuu. It has shown the need for a settlement ..." (*section 12.3.1*); and
- "Generous reparation policies are needed to remove the prejudice to Maori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners" (*section 12.2*).

### THE SETTLEMENT NEGOTIATIONS WITH NGAA RAURU KIITAHI

The Nga Rauru Iwi Authority received in 1999 a mandate from Ngaa Uki o Ngaa Rauru Kiihahi to negotiate a deed of settlement with the Crown. The Crown recognised the mandate of the Nga Rauru Iwi Authority in April 2000.

The Nga Rauru Iwi Authority and the Crown entered into:

- a terms of negotiation dated the 11<sup>th</sup> of October 2000 (the "Terms of Negotiation"), which specified the scope, objectives and general procedures for the negotiations; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### BACKGROUND TO THIS DEED

- an agreement in principle dated the 16<sup>th</sup> of May 2002 (the "**Agreement in Principle**") recording that the Nga Rauru Iwi Authority and the Crown were, in principle, willing to enter into a deed of settlement on the basis set out in the Agreement in Principle.

### THIS DEED OF SETTLEMENT

This Deed of Settlement has been:

- negotiated by the Nga Rauru Iwi Authority on behalf of Ngaa Rauru Kiiitahi with the Crown; and
- ratified by Ngaa Rauru Kiiitahi.

The Mandated Signatories have a mandate from Ngaa Rauru Kiiitahi to sign this Deed of Settlement on behalf of Ngaa Rauru Kiiitahi.

ACCORDINGLY, Ngaa Rauru Kiiitahi and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this Deed providing for the settlement of the Historical Claims (as defined in clauses 1.12 to 1.15) being claims of Ngaa Rauru Kiiitahi (or any Representative Entity) that arise from or relate to acts or omissions before 21 September 1992 by or on behalf of the Crown or by or under legislation.

## KO NGAA WHAKATUARATANGA KI EENEI WHAAINGA

### KA WHAKATAKA MAI A NGAA RAURU KIITAHI I NGAA WHAKATAKORANGA KI TE TARAIPUNARA O WAITANGI

Kua roa kee a Ngaa Rauru me aana kereeme e ngau ana ki te Karauna. Kua whakaarla mai ngaa kereeme ki te Karauna maa ngaa petihana, maa ngaa tautohenga i ara ake i ngaa ukinga o Taranaki, i a Ngaa Rauru Kiitahi. I roto i ngaa rautau tekau maa waru, tekau maa iwa hoki naa eenei kano hiikaka i ahui mai ngaa whakatuuranga Koomihana Uiui hei tiroiro ki ngaa whenua i murua i ngaa Maaori o Taranaki (ko Ngaa Rauru hoki eeraa).

Ko taa te waahanga 6 o te Ture o te Tiriti o Waitangi, e taea ana e ngaa Maaori (e Ngaa Rauru Kiitahi hoki) ngaa kereeme te whakatakoto ki te Taraipunara o Waitangi, e paa ana ki ngaa ture, ki ngaa whakarereanga raanei i mahia e te Karauna, moo te Karauna raanei, i muri iho i te marama o Pepuere 1840. Koia i maiorooro eeraa whakaritenga a te Karauna ki ngaa maataapono o Te Tiriti o Waitangi.

I waenganui i ngaa tau 1990 ki 1995 i tiroiro te Taraipunara o Waitangi ki ngaa kereeme e 21 te nui moo Taranaki e paa ana ki te waahanga 6 o te Ture o te Tiriti o Waitangi ("**araa ko te Taranaki Claims**"). I whai kuhunga hoki a Ngaa Rauru Kiitahi ki aua kereeme. He maha ngaa taapaetanga koorero me ngaa ripoata rangahau i whakatakotoria e ngaa Maaori o Taranaki (ko Ngaa Rauru Kiitahi hoki) ki te Taraipunara o Waitangi e paa ana ki ngaa kereeme o ngaa Maaori o Taranaki (ko Ngaa Rauru Kiitahi hoki).

### KO NGAA WHAAKINGA O TE KARAUNA KI TE TARAIPUNARA O WAITANGI

I muri iho i ngaa whakaaturanga a ngaa kaikeereeme i tohutohu te Karauna ki te Taraipunara o Waitangi, i puuwhakaaro he take moo te aata noho me te aata whiriwhiri ki ngaa kaikereeme, aa, kua tonu hoki te Karauna ki ngaa kaikereeme moo taua take ki reira hui ai. I tonoa te Taraipunara e te Karauna kia hoatu teetehi ripoata hei aawhina i ngaa take whiriwhiringa i waenga i te Karauna raatou ko ngaa kaikereeme (me Ngaa Rauru Kiitahi).

I tonu te Karauna ki te Taraipunara kia tohutohu i ngaa take kaaore te Karauna i piirangi ki te hoatu koorero ki te Taraipunara. I whakatakotohia e te Karauna taua take koorero ki te Taraipunara o Waitangi i te 28 o Noema 1995 i roto i taana Whakautu Whaaitinga. (kei te Tuhinga Whaimana 2.108 o te Pūrongo Uiui o Taranaki).

I whaaki mai te Karauna i taana Whakautu Whaaitinga ki te Taraipunara o Waitangi me te kii:

- i hee rawa ngaa hoko o Waitara, me ngaa pakanga i whai muri iho, he mea tuukino eeraa, noo reira, i whati mai ngaa tikanga o Te Tiriti o Waitangi, me aana maataapono;
- ka whakauu he mea tuukino hoki ngaa murunga a ngaa whenua i taka ki roto i a Taranaki, noo reira he mea takahi i te Tiriti o Waitangi me aana maataapono,
- i kino te paa mai o ngaa mahi muru ki te oranga, ki te oohanga, ki te whanaketanga hoki o te iwi o Taranaki;
- ki taa ngaa koorero, naa te taka roanga o ngaa whakarite i ngaa whenua raahui i kino ai ngaa aahua o te mahi murunga: aa, whai muri mai ko ngaa whakaekenga ki Parihaka i te tau 1881, naa eeraa mahi kikino a te whakaekenga me ngaa aahua o muri iho i takahi i te Tiriti o Waitangi me aana maataapono.

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### BACKGROUND TO THIS DEED

#### TE PUURONGO WHAAITINGA A TARANAKI KI TE TARAİPIUNARA O WAITANGI

I te Hune 1996 i tuku te Taraipiunara o Waitangi i teetehi puurongo whaaitinga e kiia nei ko te "Taranaki Report Kaupapa Tuatahi" (araa ko te "Interim Taranaki Report") e taapae ake ana i ngaa tirohanga tuatahi moo ngaa kereeme o Taranaki.

I tuku te Taraipiunara o Waitangi i taua puurongo whaaitinga (araa ko te "Interim Taranaki Report"):

- I takea mai i ngaa uiuitanga a te Taraipiunara o Waitangi tae atu ki te waa o te puurongo. (ka kitea kaaore anoo kia rangona ngaa take a te Karauna);
- Hei whakatere i ngaa whiriwhiringa kia puta mai teetehi whakataunga o ngaa kereeme moo Taranaki (me ngaa kereeme o Ngaa Rauru Kiitahi).

#### NGAA WHAKAARO TIROHANGA O TE TARAİPIUNARA O WAITANGI KI TE PUURONGO WHAAITINGA O TARANAKI

Ko taa te Taraipiunara, i roto i taua puurongo, he whakapuaki i ngaa whakaaro tuatahi moo ngaa kereeme o Taranaki e mea ana:

- "Koia pea ngee kaaore he kereeme rahi kee atu i teenei whenua. Kaaore pea he take kee atu i teenei kua takahi kino nei, kua paa kino nei ki te Tiriti o Waitangi huri atu i ngaa waa kua takataka mai". (*waahanga 1.1*)
- "E kite nei maatou i ngaa take matua e rua kua tuu mai ai ngaa kereeme, koia teeraa, ko te whakakorenga o ngaa whenua, ko te tangotango i te mana, ko te mea whakamutunga te mea matua o aua take e rua. Ko te 'tangotango i te mana' e whakamarama ana ko te whakaiti, ko te patunga mai o te mana motuhake, o te tino rangatiratanga raanei" (*waahanga 1.4*);
- "Ko taa teenei puurongo, kua kuhu mai ngaa kereeme a ngaa hapuu o Taranaki. Kua whakaaturia he hiahia me whai whakataunga..." (*waahanga 12.3.1*)
- Me whakatu kaupapa hei whai utu e hiki nei i ngaa whakaaro kino moo te Maaori, kia whakahokia mai te hoonore o te Kaawanatanga, kia maatua ora te Maaoritanga, kia maatua whakaarotahi ngaa iwi e rua moo te Tiriti, ko te iwi Maaori, ko te iwi tauiwi" (*waahanga 12.2*)

#### NGAA WHIRIWHIRINGA WHAKATAU ME NGAA RAURU KIITAHİ

I te tau 1999 i tukua e ngaa uki o Ngaa Rauru Kiitahi te mana whakahaere maa te 'Ngaa Rauru Iwi Authority' hei whiriwhiri i teetehi mahi whakatau ki te Karauna. I whakaae te Karauna ki te mana whakahaere o 'The Ngaa Rauru Iwi Authority' i te marama o Aperira 2000.

Ka noho ngatahi 'The Ngaa Rauru Iwi Authority' me te Karauna ki roto ki:

- teetehi taatai whiriwhiringa i te 11 o Oketopa 2000 (araa ko ngaa "Terms of Negotiation") i tohua te whaanui, ngaa whainganga me ngaa haatepe whakahaere moo ngaa whiriwhiringa; aa
- teetahi whakatuunga whakaaetanga noo te marama o Mei 16 2002 (araa ko te "Agreement in Principle") e puu whakatakoto ana, ka whakaae te 'Ngaa Rauru Iwi Authority' me te Karauna, hei take matua, kia kuhu ki roto ki te mahi whakatau i runga i te kaupapa i whakatakotoria hei whakatuunga whakaaetanga (araa ko te "Agreement in Principle").

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### BACKGROUND TO THIS DEED

#### KO TEENEI WHAKAAETANGA-AA-PUKAPUKA WHAKATAU

Ko teenei whakaaetanga-aa-pukapuka moo ngaa whakatau:

- Kua whiriwhiria e te Ngaa Rauru Iwi Authority moo te taha ki a Ngaa Rauru Kiitahi me te Karauna;
- Kua whakaaetia mai e Ngaa Rauru Kiitahi

I whakaaetia ngaa hunga mokotaa ki te mana whakahaere moo Ngaa Rauru Kiitahi ki te waitohu i teenei Whakaaetanga-aa-pukapuka Whakatau moo te taha ki a Ngaa Rauru Kiitahi.

NOO REIRA, ko too te hiahia o Ngaa Rauru Kiitahi me te Karauna, i runga i te mahi ngaatahi, i runga i te aata whiriwhiri, kia uru, maa te ngaakau pono ki teenei whakaaetanga-aa-pukapuka e whakarite te whakataunga o ngaa Kereeme Koorero Tuuturu (ki taa ngaa whakamaarama o te waahanga 1.12 ki 1.15) hei kereeme na Ngaa Rauru Kiitahi (ko teetehi kanohi raanei) e ahu mai ana, e paa atu ana raanei ki ngaa mahinga, ki ngaa mahingakore raanei i mua i te 21 o Hepetema 1992 moo te taha ki te Karauna, ki teetehi atu ture raanei.



## 1: NGAA RAURU KIITAHİ AND THE HISTORICAL CLAIMS

### INTRODUCTION

- 1.1 This Deed records the agreement of Ngaa Rauru Kiiitahi and the Crown to settle the Historical Claims.
- 1.2 This Part sets out definitions of the Crown, Ngaa Rauru Kiiitahi, the Historical Claims and certain related terms. Those definitions apply in this Deed unless this Deed or the context requires otherwise.
- 1.3 Definitions of other terms used in this Deed are set out in:
- 1.3.1 clauses 11.2, 12.10.2, 12.14, 15.19 and 17.3; and
- 1.3.2 Part 18.

### THE CROWN

- 1.4 **The Crown** has the meaning given to it in section 2(1) of the Public Finance Act (which, at the date of this Deed, provides that the Crown:
- 1.4.1 means Her Majesty the Queen in right of New Zealand; and
- 1.4.2 includes all Ministers of the Crown and all Departments; but
- 1.4.3 does not include:
- (a) an Office of Parliament; or
  - (b) a Crown entity; or
  - (c) a State enterprise named in Schedule 1 to the State-Owned Enterprises Act).

### NGAA RAURU KIITAHİ AND RELATED TERMS

- 1.5 **Ngaa Rauru Kiiitahi**:
- 1.5.1 means the iwi, or collective group, composed of:
- (a) individuals descended from one or more Ngaa Rauru Kiiitahi Tupuna; and
  - (b) individuals who are members of the hapuu referred to in clause 1.5.3(a);
- 1.5.2 means every individual referred to in clause 1.5.1; and
- 1.5.3 includes:

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### 1: NGAA RAURU KIITAHİ AND THE HISTORICAL CLAIMS

- (a) the following hapuu, namely, Rangitaawhi, Pukorokoro, Ngaati Hine, Kairakau, Ngaati Maika I, Manaia, Ngaa Ariki, Ngaati Pourua, Ngaati Hou Tipua, Ngaati Hine Waiatarua, Ngaati Ruaiti, Ngaati Maika II, Tamareheroto, Ngaati Pukeko, Ngaati Iti, Ngaati Hine Waiata and Ngaati Tai; and
- (b) any whanau, hapuu or group of individuals composed of individuals referred to in clause 1.5.1.

1.6 **Ngaa Rauru Kiitahi Tupuna** means an individual who exercised Customary Rights in relation to the Area of Interest and by virtue of his or her being descended from:

1.6.1 Rauru; or

1.6.2 a recognised ancestor of any of the hapuu referred to in clause 1.5.3(a).

1.7 For the purposes of clauses 1.5.1(a) and 1.14.1, a Ngaa Rauru Kiitahi Tupuna must be a Ngaa Rauru Kiitahi Tupuna who exercised Customary Rights in relation to the Area of Interest at any time after the 6<sup>th</sup> of February 1840.

1.8 For the purposes of clause 1.6 and 1.7, **Customary Rights** means rights according to tikanga Maori (Maori customary values and practices, which involve both rights and obligations) including:

1.8.1 rights to occupy land; and

1.8.2 rights in relation to the use of land or other natural or physical resources.

1.9 **Ngaa Uki o Ngaa Rauru Kiitahi** means each individual referred to in clause 1.5.1.

1.10 **Representative Entity** means:

1.10.1 the Governance Entity;

1.10.2 Ngaa Rauru Iwi Authority; and

1.10.3 a person (including any trust or trustees) acting for or on behalf of:

(a) the iwi, or collective group, referred to in clause 1.5.1;

(b) any one or more Ngaa Uki o Ngaa Rauru Kiitahi; and/or

(c) any one or more of the whanau, hapuu or groups of individuals referred to in clause 1.5.3.

1.11 Ngaa Rauru Kiitahi wishes to place on the record that it considers it is for Ngaa Rauru Kiitahi, in accordance with Ngaa Raurutanga, to determine who is a member of Ngaa Rauru Kiitahi. Ngaa Rauru Kiitahi considers that:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 1: NGAA RAURU KIITAHI AND THE HISTORICAL CLAIMS

1.11.1 Ngaa Uki o Ngaa Rauru Kiitahi is determined by whakapapa; and

1.11.2 adoption does not confer whakapapa on an individual.

#### THE HISTORICAL CLAIMS

1.12 **Historical Claims** means:

1.12.1 (subject to clause 1.14) every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that Ngaa 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, and that:

- (a) is, or is founded on, a right arising:
  - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
  - (ii) under legislation;
  - (iii) at common law (including in relation to aboriginal title or customary law);
  - (iv) from a fiduciary duty; or
  - (v) 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 legislation;

1.12.2 every claim to the Waitangi Tribunal to which clause 1.12.1 applies and that relates exclusively to Ngaa Rauru Kiitahi (or a Representative Entity) including:

- (a) Wai 137 (Ngaa Rauru Land claim);
- (b) Wai 505 (Wanganui and Waitotara Blocks claim); and
- (c) Wai 772 (Mandating Process and Ngaa Ariki Lands and Fisheries claim);  
and

1.12.3 every other claim to the Waitangi Tribunal to which clause 1.12.1 applies so far as it relates to Ngaa Rauru Kiitahi (or a Representative Entity) including:

- (a) Wai 54 (Ngaa Iwi o Taranaki claim);
- (b) Wai 99 (Te Pakakohi Lands and Fisheries claim);



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 1: NGAA RAURU KIITAHI AND THE HISTORICAL CLAIMS

- (c) Wai 126 (Motunui Plant and Petrocorp claim);
- (d) Wai 131 (Taranaki Maori Trust Board claim);
- (e) Wai 139 (Taranaki Land Confiscations claim);
- (f) Wai 143 (Taranaki claims); and
- (g) Wai 552 (Ahitahi/Araukuku Hapu claim).

1.13 Clause 1.12.1 is not limited by clauses 1.12.2 or 1.12.3.

1.14 The term **Historical Claims** does not include the following claims:

1.14.1 a claim that Ngaa Uki o Ngaa Rauru Kiitahi, or a whanau, hapuu or group referred to in clause 1.5.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngaa Rauru Kiitahi Tupuna; or

1.14.2 a claim that a Representative Entity may have to the extent that claim is, or is based on, a claim referred to in clause 1.14.1.

1.15 The Crown acknowledges that Historical Claims do not include the claims (if any) that Ngaa Rauru Kiitahi (or a Representative Entity) may have that arise from or relate to acts or omissions on or after 21 September 1992:

1.15.1 by or on behalf of the Crown; or

1.15.2 by or under legislation.

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 2: THE SETTLEMENT

#### THE SETTLEMENT TO ENHANCE THE ONGOING RELATIONSHIP BETWEEN NGAA RAURU KIITAHİ AND THE CROWN

- 2.1 The Settlement of the Historical Claims under this Deed is intended to enhance the ongoing relationship between Ngaa Rauru Kiitahi and the Crown (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).
- 2.2 Ngaa Rauru Kiitahi acknowledges that:
- 2.2.1 as reflected in Part 8: Acknowledgements and Apology by the Crown, the Crown regrets that, in the past, it has not acted honourably and reasonably in its dealings with Ngaa Rauru Kiitahi;
- 2.2.2 three of the aims of this Settlement are:
- (a) to assist to restore the honour of the Crown;
  - (b) to help to tell the Ngaa Rauru Kiitahi story; and
  - (c) to assist in the revitalisation of Ngaa Raurutanga; and
- 2.2.3 the Crown, by acting honourably and reasonably during the negotiations, has established a platform for an enhanced ongoing Treaty relationship between the Crown and Ngaa Rauru Kiitahi.

#### THE HISTORICAL CLAIMS ARE SETTLED

- 2.3 Ngaa Rauru Kiitahi and the Crown agree that this Deed settles the Historical Claims from the Settlement Date.
- 2.4 Ngaa Rauru Kiitahi releases and discharges the Crown, from the Settlement Date, from all obligations and liabilities in respect of the Historical Claims.

#### THE CROWN IS TO PROVIDE REDRESS

- 2.5 The Crown must provide the Redress set out in:
- 2.5.1 Part 8: Acknowledgements and Apology by the Crown;
- 2.5.2 Part 9: Relationships;
- 2.5.3 Part 10: Cultural Redress: Cultural Redress Properties;
- 2.5.4 Part 11: Cultural Redress: Site Related;
- 2.5.5 Part 12: Other Cultural Redress;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 2: THE SETTLEMENT

2.5.6 Part 13: Cultural Redress in relation to Maunga Taranaki; and

2.5.7 Part 14: Financial and Commercial Redress.

#### REDRESS IS TO BE PROVIDED TO THE GOVERNANCE ENTITY

2.6 The Crown must provide the Redress under Parts 9, 10, 11, 12 and 14 to the Governance Entity to be established by Ngaa Rauru Kiitahi under clause 3.4 (unless this Deed provides otherwise).

#### CONSISTENCY OF RELATIONSHIP AND CULTURAL REDRESS WITH LEGISLATION

2.7 The Parties acknowledge that:

2.7.1 some of the Relationship Redress and the Cultural Redress is to assist the Governance Entity to provide meaningful input into the decision-making of the Department of Conservation and the Ministry of Fisheries concerning the management and administration of certain areas of land and certain species; and

2.7.2 neither the Relationship Redress nor the Cultural Redress overrides or diminishes:

(a) the requirements of:

- (i) the Conservation Legislation; or
- (ii) the Fisheries Legislation;

(b) the functions, duties and powers of:

- (i) the Minister of Conservation, the Director-General or the Department of Conservation, under the Conservation Legislation; or
- (ii) the Minister of Fisheries, or the Ministry of Fisheries, under the Fisheries Legislation; or

(c) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under the Conservation Legislation and the Fisheries Legislation.

#### CROWN'S ABILITY TO PROVIDE OTHER RELATIONSHIP AND CULTURAL REDRESS

2.8 The Parties agree that:

2.8.1 the provision of Relationship Redress and Cultural Redress does not prevent the Crown from doing anything that is consistent with that Redress, including:

(a) providing the same or similar Redress to a person or persons other than the Governance Entity; or

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### 2: THE SETTLEMENT

(b) disposing of land; and

2.8.2 clause 2.8.1 does not:

(a) limit clause 9.1.4(a), 9.18, 11.21.3 or clause 3.5 of a Deed of Recognition; or

(b) constitute an acknowledgement that any other iwi or group has interests in areas over which or in relation to which Relationship Redress or Cultural Redress is to be given.

### NGAA RAURUTANGA

2.9 Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe those values, rights and responsibilities Ngaa Rauru Kiitahi holds according to custom, including the values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

2.10 The Crown acknowledges the statement by Ngaa Rauru Kiitahi that:

(a) Ngaa Rauru Kiitahi has:

(i) exercised Ngaa Raurutanga in respect of, and has occupied, the traditional rohe (as described in the Preface to this Deed); and

(ii) held tight to the values that constitute Ngaa Raurutanga; and

(b) Ngaa Rauru Kiitahi values means the values held by Ngaa Rauru Kiitahi which are reflected in:

(i) the practice by Ngaa Rauru Kiitahi of:

(aa) Maatauranga;

(bb) Waiora/Hauora;

(cc) Kaitiakitanga;

(dd) Wairuatanga;

(ee) Te Reo; and

(ff) Whakapapa; and

(ii) respect for the principle "mai te rangi ki te whenua, mai uta ki tai, ko nga mea katoa e tapu ana, Ngaa Rauru Kiitahi ki a mau, ki a ita".

2.11 The Crown further acknowledges that, in its dealings with the Crown, Ngaa Rauru Kiitahi:



## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### 2: THE SETTLEMENT

2.11.1 is guided by Ngaa Rauru Kiitahi values; and

2.11.2 seeks outcomes that enable Ngaa Rauru Kiitahi to practise Ngaa Raurutanga.

2.12 Accordingly, in order to enhance the ongoing relationship between Ngaa Rauru Kiitahi and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles), this Deed of Settlement includes Redress that assists the Crown to recognise and respect Ngaa Raurutanga and the desire of Ngaa Rauru Kiitahi to practise Ngaa Raurutanga.

#### RECOGNITION OF IMPORTANCE OF NGAA RAURUTANGA

2.13 The Crown acknowledges:

2.13.1 the importance to Ngaa Rauru Kiitahi of revitalising Ngaa Raurutanga; and

2.13.2 that Ngaa Rauru Kiitahi intends that the Redress will assist that revitalisation.

#### THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

2.14 Nothing in this Deed:

2.14.1 extinguishes any aboriginal title, or customary rights, that Ngaa Rauru Kiitahi may have;

2.14.2 is, or implies, an acknowledgement by the Crown that aboriginal title, or any customary right, exists;

2.14.3 (except as expressly provided in or under this Deed) affects any right that Ngaa Rauru Kiitahi, or the Crown, may have including any right arising:

(a) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;

(b) under legislation;

(c) at common law (including in relation to aboriginal title or customary law);

(d) from a fiduciary duty; or

(e) otherwise; or

2.14.4 is intended to affect any decision, proposal or report of Te Ohu Kai Moana/the Treaty of Waitangi Fisheries Commission:

(a) under the Maori Fisheries Act; or

(b) in respect of:

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 2: THE SETTLEMENT

- (i) the deed of settlement between Maori and the Crown dated 23 September 1992; or
- (ii) the Treaty of Waitangi (Fisheries Claims) Settlement Act.

2.15 Clause 2.14 does not limit clauses 2.3 or 2.4.

### ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND ITS FINALITY

2.16 Ngaa Rauru Kiitahi acknowledges that:

2.16.1 it is intended that the Settlement and the rights of Ngaa Rauru Kiitahi and the Governance Entity under this Deed:

- (a) will be for the benefit of Ngaa Rauru Kiitahi; and
- (b) may be for the benefit of particular individuals or a particular whanau, hapuu or group of individuals if the Governance Entity so determines in accordance with its procedures; and

2.16.2 the Settlement and the obligations of Ngaa Rauru Kiitahi and the Governance Entity under this Deed will be binding on Ngaa Rauru Kiitahi and any Representative Entity.

2.17 Ngaa Rauru Kiitahi acknowledges and agrees (and the Settlement Legislation will provide) that, with effect from the Settlement Date:

2.17.1 the Settlement is final;

2.17.2 the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims;

2.17.3 the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:

- (a) this Deed;
- (b) the Settlement Legislation;
- (c) the Historical Claims; and
- (d) the Redress;

(but that jurisdiction is not removed in respect of the interpretation and implementation of this Deed or the Settlement Legislation);

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 2: THE SETTLEMENT

2.17.4 the following legislation (the “**Land Claims Statutory Protection**”) does not apply to land in the RFR Area, namely:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act;
- (b) sections 27A to 27C of the State-Owned Enterprises Act;
- (c) sections 211 to 213 of the Education Act;
- (d) Part III of the Crown Forest Assets Act;
- (e) Part III of the New Zealand Railways Corporation Restructuring Act; and

2.17.5 from the Settlement Date, neither Ngaa Rauru Kiiitahi, nor any Representative Entity, have the benefit of the **Land Claims Statutory Protection** in relation to land outside the RFR Area.

2.18 Ngaa Rauru Kiiitahi acknowledges and agrees that:

2.18.1 the Settlement Legislation will provide a mechanism for removing all Memorials from the computer freehold registers and/or certificates of title of land in the RFR Area; and

2.18.2 neither Ngaa Rauru Kiiitahi, nor any Representative Entity, will object to the removal by legislation of Memorials from land outside the RFR Area.

### ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND THE REDRESS

2.19 Ngaa Rauru Kiiitahi and the Crown acknowledge that:

2.19.1 the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;

2.19.2 the acceptance of this Settlement by Ngaa Rauru Kiiitahi requires it to forego full redress for all loss and prejudice suffered by it; and

2.19.3 taking all matters into consideration, the Settlement is fair in the circumstances.

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 3: RATIFICATION OF THE SETTLEMENT AND THE GOVERNANCE ENTITY

#### THIS DEED HAS BEEN RATIFIED

3.1 Ngaa Rauru Kiitahi confirm that:

3.1.1 this Deed was ratified by Ngaa Rauru Kiitahi by virtue of a majority of 92.3% of the valid votes cast in a postal ballot of the Eligible Registered Members of Ngaa Rauru Kiitahi; and

3.1.2 the Mandated Signatories have a mandate from Ngaa Rauru Kiitahi to sign this Deed on behalf of Ngaa Rauru Kiitahi by virtue of a majority of 92.3% of the valid votes cast in a postal ballot of the Eligible Registered Members of Ngaa Rauru Kiitahi.

3.2 The Crown confirms that it is satisfied with:

3.2.1 the ratification of this Deed by Ngaa Rauru Kiitahi; and

3.2.2 the mandate of the Mandated Signatories from Ngaa Rauru Kiitahi to sign this Deed on behalf of Ngaa Rauru Kiitahi.

#### REDRESS AGREED TO BY CABINET

3.3 The Crown confirms that the Redress to be provided under this Deed was agreed to by Cabinet on 7 April 2003.

#### GOVERNANCE ENTITY TO BE ESTABLISHED AND RATIFIED

3.4 Ngaa Rauru Kiitahi must establish an Entity (the "**Governance Entity**") to receive Redress to be provided by the Crown to the Governance Entity on or after the Settlement Date under Parts 9, 10, 11, 12 and 14, which the Crown has Notified Ngaa Rauru Kiitahi that the Crown is satisfied:

3.4.1 will:

(a) be an appropriate Entity to receive that Redress; and

(b) have a structure that provides for:

(i) representation of Ngaa Rauru Kiitahi;

(ii) transparent decision-making, and dispute resolution, processes; and

(iii) accountability to Ngaa Rauru Kiitahi; and



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 3: RATIFICATION OF THE SETTLEMENT AND THE GOVERNANCE ENTITY

3.4.2 has been ratified by Ngaa Rauru Kiitahi (by a ratification process agreed in writing by Ngaa Rauru Kiitahi and the Crown) as an appropriate Entity to receive Redress under this Deed.

### GOVERNANCE ENTITY TO SIGN DEED OF COVENANT

3.5 Ngaa Rauru Kiitahi must, once the Governance Entity has been established in accordance with clause 3.4, ensure that the Governance Entity signs a deed of covenant in the form set out in Schedule 4 under which the Governance Entity agrees (among other matters) to comply with all the obligations of the Governance Entity under this Deed.

### TIME LIMITS

3.6 Ngaa Rauru Kiitahi must ensure that, by no later than 12 months after the Date of this Deed, the Governance Entity:

3.6.1 is established in accordance with clause 3.4; and

3.6.2 has signed the Deed of Covenant.

### APPOINTMENT OF AGENT FOR NGAA RAURU KIITAH

3.7 Until the Governance Entity signs the Deed of Covenant, Ngaa Rauru Kiitahi appoints the Nga Rauru Iwi Authority as the agent for Ngaa Rauru Kiitahi to:

3.7.1 agree with the Crown a process for the establishment and ratification of a Governance Entity that is satisfactory to the Crown under clause 3.4; and

3.7.2 take any of the following actions on behalf of Ngaa Rauru Kiitahi under this Deed:

(a) give and receive any Notice or other communication;

(b) exercise any right or power;

(c) waive any provision;

(d) agree to any amendment to this Deed.

### GOVERNANCE ENTITY TO REPLACE AGENT

3.8 Once the Governance Entity signs the Deed of Covenant:

3.8.1 the appointment of the agent for Ngaa Rauru Kiitahi under clause 3.7 terminates; and

3.8.2 the actions described in clause 3.7.2 may be taken by the Governance Entity on behalf of Ngaa Rauru Kiitahi.

## 4: SETTLEMENT LEGISLATION

### INTRODUCTION OF SETTLEMENT LEGISLATION

- 4.1 The Crown must (subject to clause 4.2) propose Settlement Legislation for introduction within six months after:
- 4.1.1 the Crown has Notified Ngaa Rauru Kiiitahi that it is satisfied that the Governance Entity has been:
- (a) established in accordance with the requirements of clause 3.4.1; and
  - (b) ratified by Ngaa Rauru Kiiitahi in accordance with clause 3.4.2; and
- 4.1.2 the Governance Entity has signed the Deed of Covenant.

### CONTENT OF THE SETTLEMENT LEGISLATION

- 4.2 The Settlement Legislation proposed by the Crown for introduction must:
- 4.2.1 include all matters required by this Deed to be included in the Settlement Legislation; and
- 4.2.2 be in a form that:
- (a) the Governance Entity has Notified the Crown is satisfactory to Ngaa Rauru Kiiitahi; and
  - (b) is satisfactory to the Crown.

### NGAA RAURU KIITAHI TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

- 4.3 Ngaa Rauru Kiiitahi and the Governance Entity must support the passing of:
- 4.3.1 the Settlement Legislation;
- 4.3.2 any legislation introduced under clause 5.2.2 to terminate proceedings in relation to an Historical Claim; and
- 4.3.3 any other legislation required to:
- (a) give effect to this Deed;
  - (b) achieve certainty in respect of the obligations undertaken by each Party; or
  - (c) achieve a final and durable Settlement.

## 5: OTHER ACTIONS TO COMPLETE SETTLEMENT

### DISCONTINUANCE OF PROCEEDINGS

- 5.1 The Governance Entity must, by or on the Settlement Date, deliver to the Crown notices of discontinuance:
- 5.1.1 of every proceeding in relation to an Historical Claim that has not already been discontinued; and
  - 5.1.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).
- 5.2 If the Governance Entity does not deliver to the Crown by the Settlement Date all notices of discontinuance of proceedings required by clause 5.1:
- 5.2.1 the Governance Entity must continue to use its best endeavours to deliver those notices of discontinuance to the Crown; and
  - 5.2.2 the Crown may introduce legislation to terminate the proceedings.

### WAITANGI TRIBUNAL

- 5.3 The Crown may, on or after the Settlement Date:
- 5.3.1 advise the Waitangi Tribunal in writing of the Settlement and its terms; and
  - 5.3.2 request that the Waitangi Tribunal amend its register, and adapt its procedures, to reflect the Settlement.

### TERMINATION OF LAND BANK ARRANGEMENTS

- 5.4 The Crown may, after the Settlement Date, cease to operate any land bank arrangement in relation to Ngaa Rauru Kiiitahi (or a Representative Entity) except to the extent necessary to give effect to:
- 5.4.1 this Deed; and
  - 5.4.2 any arrangements reached between the Parties between the Date of this Deed and the Settlement Date in relation to land within the land bank.

## 6: SUMMARY OF THE REDRESS

6.1 This Part sets out a summary of the Redress to be provided by the Crown, if this Deed becomes unconditional, under:

6.1.1 Part 8: Acknowledgements and Apology by the Crown;

6.1.2 Part 9: Relationships;

6.1.3 Part 10: Cultural Redress: Cultural Redress Properties;

6.1.4 Part 11: Cultural Redress: Site Related;

6.1.5 Part 12: Other Cultural Redress;

6.1.6 Part 13: Cultural Redress in relation to Maunga Taranaki; and

6.1.7 Part 14: Financial and Commercial Redress.

6.2 This Part:

6.2.1 sets out only a summary of the Redress to be provided under the Parts referred to in clause 6.1;

6.2.2 is not an operative part of this Deed; and

6.2.3 does not affect the interpretation of any other provision of this Deed.

6.3 The Redress includes:

### **ACKNOWLEDGEMENTS AND APOLOGY**

6.3.1 acknowledgements and an apology by the Crown;

### **RELATIONSHIP REDRESS**

6.3.2 Relationship Redress, including:

#### **Paepae Rangatira**

(a) a Paepae Rangatira Accord;

#### **Paepae Whakapakari**

(b) the Minister in Charge of Treaty of Waitangi Negotiations having written to the Ministers of Social Development, Economic Development, and Maori Affairs encouraging each Minister to request the chief executive of his or her

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 6: SUMMARY OF THE REDRESS

Department to meet with the Governance Entity to discuss issues of importance to both Ngaa Rauru Kiitahi and the Crown;

#### Protocols with Ministers

- (c) the issue of protocols to the Governance Entity by each of the following Ministers:
  - (i) the Minister of Conservation;
  - (ii) the Minister of Fisheries;
  - (iii) the Minister of Energy; and
  - (iv) the Minister for Arts, Culture and Heritage;

#### Advisory Committees to Ministers

- (d) the appointment of the Governance Entity as an advisory committee to provide advice to:
  - (i) the Minister of Conservation on matters concerning the management and conservation by the Department of Conservation of riparian planting on marginal strips, freshwater fisheries, and indigenous flora and rongoaa, on land administered by the Department within the DOC Protocol Area; and
  - (ii) the Minister of Fisheries on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Legislation within the Fisheries Protocol Area;

#### Input to the Ministry for the Environment

- (e) enabling the Governance Entity to give the views of Ngaa Rauru Kiitahi to the Ministry for the Environment on how Te Tiriti o Waitangi/the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act are being implemented in the Area of Interest;

#### Monitoring by the Ministry for the Environment

- (f) the Ministry for the Environment monitoring the performance of local government in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act in the Area of Interest; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 6: SUMMARY OF THE REDRESS

#### Memoranda of understanding

- (g) various Ministers have written to the Taranaki and Manawatu-Wanganui Regional Councils, the South Taranaki and Wanganui District Councils, the Taranaki/Whanganui Conservation Board, the Taranaki Fish and Game Council and the New Zealand Historic Places Trust encouraging each council or organisation to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning the matters specified in the correspondence;

#### CULTURAL REDRESS

##### 6.3.3 Cultural Redress, including:

#### Cultural Redress Properties

- (a) vesting in the Governance Entity the following Cultural Redress Properties:
- (i) the Nukumarū Site;
  - (ii) the Puau Site;
  - (iii) the Waiinu Beach Site; and
  - (iv) the Bed of Lake Moumahaki;
- (b) vesting the Rehu Village Site in a body corporate approved by the Governance Entity and Te Runanga o Ngati Ruanui Trust;

#### Ukaipo Entitlements

- (c) renewable Ukaipo Entitlements of approximately one hectare at the Tapuarau Site and of approximately half a hectare at the Mangawhio Lake Site;

#### Statutory Acknowledgement in relation to certain areas

- (d) making a Statutory Acknowledgement by the Crown of the association of Ngaa Rauru Kiitahi with the following areas:
- (i) the Nukumarū Recreation Reserve (the part that remains in Crown ownership);
  - (ii) the Coastal Marine Area adjoining the Area of Interest; and
  - (iii) the Ototoka Scenic Reserve;

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 6: SUMMARY OF THE REDRESS

#### **Statutory Acknowledgement and Deeds of Recognition in relation to certain areas**

- (e) making a Statutory Acknowledgement by the Crown of the association of Ngaa Rauru Kiitahi with, and granting Deeds of Recognition to the Governance Entity in relation to, the following areas:
  - (i) the Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area);
  - (ii) the Lake Beds Conservation Area; and
  - (iii) the Patea, Whenuakura and Waitotara Rivers;

#### **Topuni**

- (f) declaring the Lake Beds Conservation Area to be a Topuni;
- (g) the Crown acknowledging Ngaa Rauru Kiitahi Values in relation to the Topuni; and
- (h) enabling agreement on Protection Principles directed at the Minister of Conservation avoiding harming or diminishing Ngaa Rauru Kiitahi Values;

#### **Name change**

- (i) renaming Hawkens Lagoon as Tapuarau Lagoon;

#### **Prohibiting taking of certain species for commercial purposes in the Fisheries Protocol Area**

- (j) prohibiting the taking, within the Fisheries Protocol Area, of the following species as a target species for commercial purposes:
  - (i) cats eye, *turbo smaragdus* (pupu);
  - (ii) freshwater mussel, *hyridella menziesi* (kakahı);
  - (iii) sea anemone, *actinia group* (kotoretore);
  - (iv) sea cucumber, *stichopus mollis* (rori);
  - (v) shield shell, *scutus breviculus* (rori) (which includes ngutungutukaka);
  - (vi) seawater mussel, *perna canaliculus/mytilus edulis* and *mytilus eclulis* (kuku); and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 6: SUMMARY OF THE REDRESS

- (vii) freshwater crayfish, *paranephrops planifrons* (waikoura);
- (k) the Minister of Fisheries, if it is demonstrated to his or her satisfaction that there are sufficient quantities of any of the species referred to in the previous paragraph to provide for a commercial catch of that species:
  - (i) consulting with the advisory committee referred to in clause 6.3.2(d)(ii) concerning any proposal to authorise the commercial taking of that species; and
  - (ii) ensuring, in considering that proposal, that the customary non-commercial fishing interests of Ngaa Rauru Kiitahi in the species concerned are recognised and provided for;

#### Proposals in relation to tuna (eel)

- (l) the Ministry of Fisheries consulting with the Governance Entity on, and considering, certain proposals from the Governance Entity in relation to tuna (eel);

#### RFR over Quota for shellfish

- (m) granting to the Governance Entity, for 50 years from the Settlement Date, a right of first refusal to purchase a specified percentage of Quota that is allocated to the Crown under the Fisheries Legislation in relation to the Shellfish RFR Area for any of the following shellfish species (if made subject to the Quota Management System):
  - (i) sea urchin, *evechinus chloroticus* (kina); and
  - (ii) surf-clam, *dosinea anus*, *paphies donacina*, *mactra discors*, *mactra murchisoni*, *spisula aequilatus*, *bassina yatei* and *dosinia subrosea* (purimu);

#### Coastal tendering

- (n) granting to the Governance Entity a preferential right to purchase a specified percentage of any Authorisations offered by public tender under Part VII of the Resource Management Act for a part of the Specified Coastal Area;

### FINANCIAL REDRESS

- 6.3.4 Financial Redress of \$31 million; and



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 6: SUMMARY OF THE REDRESS

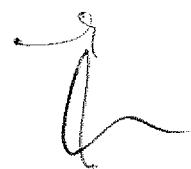
#### COMMERCIAL REDRESS

- 6.3.5 Commercial Redress, being the granting to the Governance Entity of a right of first refusal to purchase the RFR Properties in the RFR Area for 50 years after the Settlement Date.

#### IMPORTANCE OF MAUNGA TARANAKI

6.4 This Deed:

- 6.4.1 includes an acknowledgement by Ngaa Rauru Kiihahi and the Crown that Maunga Taranaki is of great cultural, spiritual, historical and traditional importance to Ngaa Rauru Kiihahi and other iwi of Taranaki; and
- 6.4.2 recognises that an apology, and any cultural redress, by the Crown in relation to any of the Historical Claims that relate to Maunga Taranaki is yet to be developed in conjunction with Ngaa Rauru Kiihahi and other iwi of Taranaki.



## 7: HISTORICAL ACCOUNT

### INTRODUCTION

- 7.1 This Part sets out an historical account of the events upon which the Crown's acknowledgement and apology in Part 8 are based. The area of the Ngaa Rauru Kiitahi rohe at 1840 was approximately 210,000 hectares (520,000 acres) according to a digital map calculation in 2003.

### EARLY PURCHASES

- 7.2 Prior to 1860, Ngaa Rauru Kiitahi was a prosperous iwi in south Taranaki that engaged in extensive trade in agricultural and other produce with European settlements.
- 7.3 The land over which Ngaa Rauru Kiitahi exercised kaitiakitanga according to Ngaa Rauru Kiitahi custom was rich in resources.
- 7.4 The New Zealand Company claimed to have purchased a block between the Manawatu and the Patea Rivers (the "Wanganui purchase") 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 opposed Spain's recommendation. The Waitangi Tribunal in its Whanganui River Report criticised his recommendation on several grounds. It considered that he 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.
- 7.5 The Wanganui district was unsettled during this period. During 1847, Maori under Te Mamaku, a Whanganui 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.
- 7.6 In 1848, the Crown finalised the purchase of an 86,000 acre block at Wanganui, 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 Whanganui 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 described by Ngaa Rauru Kiitahi.
- 7.7 From 1846 to 1865, the Crown's Native Land Purchase Ordinance prohibited Europeans from leasing Maori land held under customary tenure. Although Ngaa Rauru Kiitahi leased land to local settlers on an informal basis, this legislation restricted their ability to lease their land officially and thus realise its market value. After 1856, land reserved from sales could be lawfully leased. This may have led some Ngaa Rauru Kiitahi to consider selling land to the Crown.
- 7.8 In the early 1850s, some Ngaa Rauru Kiitahi entered into a pact with other iwi of Taranaki and elsewhere to oppose further sales of land to the Crown, and some Ngaa Rauru Kiitahi land was later declared to be under the protection of the Maori King. Other Ngaa Rauru Kiitahi held that the iwi alone should decide if and when their land should be sold.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 7: HISTORICAL ACCOUNT

Thereafter some Ngaa Rauru Kiitahi provided active support to those Te Atiawa who opposed land sales in northern Taranaki, while others remained neutral.

- 7.9 In May of 1859, Ngaa Rauru Kiitahi 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

- 7.10 The Crown's attempts to survey the Pekapeka Block at Waitara in north 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.
- 7.11 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 1860.
- 7.12 Other iwi of Taranaki, including Ngaa Rauru Kiitahi, 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 Ngaa Rauru Kiitahi, who attacked settlers and settlements south of New Plymouth on 27 March 1860. Ngaa Rauru Kiitahi tradition records that they suffered significant loss of life in the war that followed. A peace agreement was reached in April 1861, which provided that the Crown purchase of the Pekapeka Block would be investigated.

#### THE WAITOTARA PURCHASE

- 7.13 The negotiations between the Crown and Ngaa Rauru Kiitahi of Waitotara for the purchase of the Waitotara Block resumed in 1862, following the Taranaki peace settlement. By this time many Ngaa Rauru Kiitahi 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.
- 7.14 Ngaa Rauru Kiitahi 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 the sale cease. This decision created an environment in which it was difficult for Ngaa Rauru Kiitahi 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 Ngaa Rauru Kiitahi. Terms of the sale were agreed upon at a meeting between the Crown and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 7: HISTORICAL ACCOUNT

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.

- 7.15 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 Ngaa Rauru Kiiitahi 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.
- 7.16 In the course of negotiations during 1862-1863 the Crown insisted that the reserves proposed in 1859-1860 be reduced in size, with the result that some 1,300 acres were removed from the land to be retained by the sellers. Most of this came from the Paa Karaka Reserve. The sellers wanted the 200-acre Kaipo Block to be included in the reserves, but the Crown refused. 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 Ngaa Rauru Kiiitahi as an iwi.
- 7.17 The Waitotara deed was finalised on 4 July 1863 by the Crown and a number of Ngaa Rauru Kiiitahi 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.
- 7.18 Chief Aperahama in mid July of 1863 stated that: "The land shall not be given up! Never! never! never! never!" For reasons relating to the complex history of this sale the Crown gave no weight to his clear protest. 26,638 acres were alienated from Ngaa Rauru Kiiitahi through this purchase, and the customary title to the 6,062 acres of reserved land was 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

- 7.19 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 had been purchased by the Crown. In March and April of 1863, and before the promised inquiry into Pekapeka had been completed, Crown 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.
- 7.20 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 1863, by which time the fighting had resumed. At the same time

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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.

- 7.21 Before 1865, the year confiscation was proclaimed in Taranaki, 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 1865, General Cameron's forces advanced north-west from Wanganui. A battle was fought at Nukumarū, within the Waitotara Block. In July 1865, Weraroa Pa was captured by the Crown, and a number of Ngaa Rauru Kiitahi were subsequently taken prisoner. Many Ngaa Rauru Kiitahi were displaced from their land during the fighting. Cameron's campaign in 1865 covered the whole of the south Taranaki coast, as did the campaign of General Chute, which advanced from the north in 1866. Fighting continued until the end of 1867.
- 7.22 In its southern Taranaki military 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. Ngaa Rauru Kiitahi suffered much loss of life and property during these "bush scouring" campaigns.
- 7.23 After the army pushed through south Taranaki, military settlers followed behind and established a new settler population on the confiscated land of Ngaa Rauru Kiitahi. After being displaced since 1865, many Ngaa Rauru Kiitahi pledged loyalty to the Crown during 1867 so that they could return to their homes, but continued to protest against the confiscation.
- 7.24 In June 1868, Titokowaru made war on settlers in Taranaki. In the fighting which then ensued around Tauranga Ika Pa (near Nukumarū) further lives were lost and much Ngaa Rauru Kiitahi property was destroyed. Unlike Ngaa Rauru Kiitahi, settlers whose property was taken or destroyed were later provided with government loans to assist in their post war recovery.
- 7.25 On 27 November 1868, a government militia encountered a group of unarmed children of Ngaa Rauru Kiitahi and other iwi of Taranaki at Handley's Woolshed near Waitotara. The children were from the nearby Tauranga Ika Pa, the eldest about 10 years old. In an unprovoked attack, the militia fired on the group, then pursued them on horseback and attacked them with sabres. Two of the children were killed and others wounded.
- 7.26 After Tauranga Ika Pa was abandoned as a defence stronghold in February of 1869, Crown forces pushed all Ngaa Rauru Kiitahi 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, Ngaa Rauru Kiitahi were forced to place themselves under the protection of Whanganui iwi. Prior to 1873, most were forbidden by the Crown to return to their land. 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 land.

### CONFISCATION

- 7.27 The confiscation, which was to have such a long term and damaging impact on Ngaa Rauru Kiitahi, was effected by the New Zealand Settlements Act 1863. The preamble stated that

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the North Island had 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 land of Maori whom 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 an iwi or a "considerable number" of an iwi 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 the three purposes of the Act: permanent protection and security; prevention of future rebellion; and maintaining the Queen's authority.

- 7.28 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 1863 did 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 proposed that the Governor withhold his consent to any confiscation that was not "just and moderate".
- 7.29 In the confiscation proclamation of 30 January 1865, the Governor proclaimed the "Middle Taranaki" confiscation district. On 2 September 1865, the "Ngaatiawa" and "Ngaatiruanui" confiscation districts were proclaimed. 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 land taken greatly exceeded the minimum necessary for achieving the purposes of the New Zealand Settlements Act 1863, and included the whole of the land of the eligible sites, rather than just the land 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 land. The Act provided for those considered loyal to be compensated for confiscation as had been indicated by the proclamation. The Proclamation of Peace on the same day promised to restore land immediately to those who were prepared to "come in at once" and submit to the Crown's authority, but the promise was not fulfilled.
- 7.30 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 land between the Waitotara and Whanganui Rivers. This seems to have been done because almost all of the unsold land involved was 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.

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### 7: HISTORICAL ACCOUNT

#### COMPENSATION COURT

- 7.31 A Compensation Court was set up under the New Zealand Settlements Act 1863 to compensate some of those whose land was confiscated by the Crown. The compensation process and its outcomes added to the uncertainty, distress, and confusion among Ngaa Rauru Kiiitahi as to where they were to live and whether they had security of title, and this exacerbated tensions among them.
- 7.32 Maori who, in terms of section 5 of the New Zealand Settlements Act 1863, had been in arms against the Crown, or had assisted those who were in arms, were not eligible for compensation but were subsequently granted reserves under the Confiscated Lands Act 1867.
- 7.33 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 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.
- 7.34 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.
- 7.35 Ngaa Rauru Kiiitahi 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 in this district 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.
- 7.36 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 land available for allocation to Maori claimants.
- 7.37 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 Ngaa Rauru Kiiitahi land for himself and private purchasers, failed to properly account for payment to sellers, and fraudulently appropriated payments that were intended for Ngaa

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Rauru Kiiitahi owners. The Crown failed to respond adequately to the owners' concerns even after an official investigation upheld their complaints.

- 7.38 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 Ngaa Rauru Kiiitahi had received grants for the land.

#### CROWN PURCHASES

- 7.39 From the early 1870s, the Crown acquired Ngaa Rauru Kiiitahi 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. A priority of this programme was the establishment of settlers on land acquired from Ngaa Rauru Kiiitahi. 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.
- 7.40 Specific problems arose in the acquisition of the 92,000-acre Kaitangiwhenua Block outside the confiscation line (primarily the customary land of Ngaa Rauru Kiiitahi and Ngaati Ruanui). This was poorly controlled by the government, and 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.
- 7.41 In the period from 1877 to 1880, the Crown made so-called "takoha" payments within the confiscation area 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. Ngaa Rauru Kiiitahi considers that 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

- 7.42 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 Ngaa Rauru Kiiitahi.
- 7.43 By 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 in late 1878, Te Whiti and Tohu introduced a policy of passive resistance in response to the surveyors and the European settlers who



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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 in 1879.

- 7.44 In 1880, the Government began building a road towards 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.
- 7.45 Many prisoners, including people of Ngaa Rauru Kiitahi, 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.
- 7.46 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.
- 7.47 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. Legislation also indemnified those who, in the action taken to "preserve the peace", might have exceeded their legal powers.
- 7.48 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

- 7.49 The Crown appointed the West Coast Commission in January 1880 to inquire into promises made by the Crown to Maori in Taranaki concerning confiscated land. 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

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land considered eligible for return to Maori and to maximise the amount left for disposal to European settlers. In any event, at the time of these hearings, south Taranaki had already been substantially settled by European settlers. This meant that land was not available to provide for adequate reserves.

- 7.50 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. Ngaa Rauru Kiitahi shared this one-fifth with other south Taranaki iwi.
- 7.51 Virtually all of the Commission's awards were returned to Maori as individual title, overriding 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 to award 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.
- 7.52 The West Coast Commissions were not empowered to review whether Ngaa Rauru Kiitahi had sufficient land or to assess their total land requirement. They could only look at what land remained and make awards accordingly. Having been exiled from their land since the late 1860s, and without permanent homes throughout the 1870s, Ngaa Rauru Kiitahi 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.
- 7.53 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 Ngaa Rauru Kiitahi control over their land and control of the income from their land.

#### SIM COMMISSION

- 7.54 The Sim Commission of 1926 and 1927 was appointed to investigate confiscations under the New Zealand Settlements Act 1863 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".
- 7.55 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 required that cash compensation, not the return of land, would be recommended.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 7: HISTORICAL ACCOUNT

- 7.56 The Commission also investigated whether certain land 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, cemeteries 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 several key issues in full. All evidence relating to land acreage was provided by the Crown.
- 7.57 The Commission found that every acre taken in Taranaki exceeded what was fair and just. It noted that "in the circumstances Taranaki Maori ought not to have been punished by the confiscation of any of their land". Its recommendations for compensation of 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 only partial sums were paid. The Crown created the Taranaki Maori Trust Board in 1930 to receive the annuity, rather than it being paid directly to iwi and hapuu.
- 7.58 The Taranaki Maori Claims Settlement Act 1944 stated that the sums were a full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Ngaa Rauru Kiitahi or other iwi of Taranaki agreed to this. Neither these nor the previous annuities were inflation indexed and this subsequently became an issue.

### REMAINING LAND

- 7.59 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. Administration passed to the Native (later Maori) Trustee in 1920.
- 7.60 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.
- 7.61 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.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 7: HISTORICAL ACCOUNT

- 7.62 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 land 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.
- 7.63 The Paraninihi ki Waitotara Incorporation was formed in 1976 to administer perpetually leased land 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. Ngaa Rauru Kiihahi iwi and hapuu did not gain control of the reserves nor could they exercise Ngaa Raurutanga over the reserves in their rohe.
- 7.64 Today less than five 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.
- 7.65 Remaining land owned by Ngaa Rauru Kiihahi 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.
- 7.66 Ngaa Rauru Kiihahi considers that its 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

- 7.67 Ngaa Rauru Kiihahi claims lodged with the Waitangi Tribunal under the Treaty of Waitangi Act 1975 derive from Crown actions in the nineteenth and twentieth centuries and relate not only to land but to the effects of legislation and policies on all aspects of Ngaa Raurutanga. Ngaa Rauru Kiihahi believes that the six strands of Ngaa 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, Ngaa Rauru Kiihahi believes that its traditional spiritual practices, cultural knowledge and ability to practise kaitiakitanga over all the taonga in the Ngaa Rauru Kiihahi rohe have further diminished in the twentieth century. Ngaa Rauru Kiihahi also believes that, in relation to the health and education of Ngaa Rauru Kiihahi 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 Ngaa Rauru Kiihahi claimants to the Waitangi Tribunal for which Ngaa Rauru Kiihahi has sought recognition and resolution from the Crown.

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

### 7: TAAHUHU KOORERO

#### KUPU WHAKATAKI

- 7.1 Ko taa teenei waahanga he taapae ake i ngaa koorero tuuturu i takea mai i ngaa whaakinga me ngaa tuohutanga a te Karauna ki too te whiti 8.

#### NGAA HOKOHOKO TOOMUA

- 7.2 Noo mua i te tau 1860 he iwi toonuitanga a Ngaa Rauru Kiitahi ki te hau whakarunga o Taranaki. Koia i whakauru ki ngaa mahi hokohoko ki ngaa nohoanga Paakehaa moo te ahuhenua te take me eeteahi atu hua.
- 7.3 Ngaahuetia mai ana ngaa rawa o te whenua, i tiakina mai e Ngaa Rauru Kiitahi ki taa ona tikanga o te ahikaa moo te mana whenua.
- 7.4 I whakapuakina mai e te Kamupene o Aotearoa he mea hoko e raatou te whenua mai i Manawatuu huri atu ki ngaa awa o Patea (ara ko te "Wanganui Purchase") i te tau 1839 ki te tau 1840. I taukaikaitia ngaa kereeme e te tokomaha a ngaa Maaori naanaa i whai paanga ki teeraa whaitua. I te tau 1845, ka rokohina e te Kaikoomihana Spain, kua hokona keetia te whenua, noo reira i aakina me whakamutu maa te utu ki ngaa taangata noona ake te whenua. I tautohetia aana tuutohu e te Maaori. I whakaheetia mai e te Taraipunara o Waitangi aana whakahau i roto i taa raatou puurongo moo te awa o Whanganui. Ko taa te puurongo o te Taraipunara o Waitangi, kiihai a Spain i aata whakarongo ki ngaa tuutohu i whakawaatea mai ki a ia, waihoki i puuhutia oona whakaaro e ngaa tohutohu a te Kaawana, e ngaa whakaritenga hoki o te Kamupene o Aotearoa, me ngaa rerenga a tauiwi.
- 7.5 Kei teenei waa e noho kaarangi ana te whaitua o Whanganui. I te tau 1847, i tuu mai ngaa pewa a te Maaori e noho nei i raro i te maru o Te Mamaku, he rangatira noo Whanganui. I raru mai raatou i te paatatanga mai o ngaa hooia tauiwi ki Whanganui, aa, tuu ka riri, tuu ka nguha raatou te Maori, raatou te Paakehaa. Tautokona tonutia e eeteahi atu Maaori o teeraa takiwaa ngaa nohoanga a te Karauna, aa, ka aranga ake te rongomau i te hikumutu o te tau.
- 7.6 Kei te tau 1848 i oti i te Karauna te hokohoko whenua, e 86,000 ngaa eka te nui ki Whanganui, ko te tikanga me utu ki taa ngaa whakapae a Spain. Heoi anoo teeraa, he nui rawa ngaa whenua i riro kee atu i taa ngaa whakapae i whakatu i te tau 1845. I tuutaki mai te Kaikoomihana Hoko Whenua a Te Makarini (Donald McLean), ki ngaa kaikereeme o ngaa iwi o Whanganui, o "Ngaati Ruanui me Waitootara" i te marama o Mei 1848. I waitohua te whakaaetanga aa-pukapuka e ngaa maangai i waenganui i ngaa raa 26 ki te 29 o Mei 1948. Ko taa teeraa hoko e 20,000 ngaa eka ka noho tonu ki roto ki te rohe i whakahuatia ai he mana whenua noo Ngaa Rauru Kiitahi ake.
- 7.7 Noo te tau 1846 ki te tau 1865 i whakatu raahui te Ture Hoko Whenua Maaori a te Kararauna kia kaa ngaa Paakehaa e riihi mai i ngaa whenua Maaori i te tangata whenua. Ahakoa teeraa, ko taa Ngaa Rauru, he riihi tonu i ngaa whenua ki ngaa Paakehaa, engari naa te maaroo o te hanganga ture a tauiwi, i taupa mai ai te Maaori kia tika raa te utu moo te riihi i oo raatou whenua ki a tauiwi, naa reira kiihai te waariu i whakahuatia i tika raa hei utu ki te Maaori. Noo muri mai i te tau 1856 i unuhia te raahui i te whenua, kia taea ai te riihi

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 7: TAAHUUH KOOERERO

atu te whenua ki teenaa tangata, ki teenaa tangata. Koia pee ngee, naa teenei kaatu aahua i whakaaroaro eeteahi o Ngaa Rauru ki te hoko i te whenua ki te Karauna.

7.8 Kei ngaa tau tömua o ngaa 1850, i uru ai eeteahi ukinga o Ngaa Rauru Kiitahi ki teeteahi kirimana e kootuitui ai ngaa iwi o Taranaki me o waho hoki. Ko te tikanga ki te whakahee i te hokohoko haere o te whenua ki te Karauna, waihoki, i tohutohua eeteahi atu whenua o Ngaa Rauru Kiitahi ki raro ki ngaa aahurutanga o te Kiingi Maaori. Ka whakapuupuri tonu taa eeteahi anoo o Ngaa Rauru Kiitahi ki te koorero, maa te iwi anoo oo raatou whenua e raweke, e hoko atu, he aha atu raanei kaua maa teeteahi atu. Inaa i tautokona e eeteahi atu anoo o Ngaa Rauru Kiitahi ki ngaa uri o Te Ati Awa naanaa hoki i kore whakaae ki ngaa mahi hokohoko i te whenua o Taranaki. Ohai ko taa eeteahi atu anoo, ka noho kuupapa.

7.9 I te marama o Mei 1859 moo te taha ki ngaa ukinga kei Waitootara, i whakaaetia mai e Ngaa Rauru Kiitahi ki te hoko atu i eeteahi o ngaa whenua o Waitootara. Ko aua whenua i hokona ki te Karauna, e ahu mai ana i te awa iti o Okehu me te awa o Waitootara, aa, hoki whakautu ki Puketerata. I whakatakatoria he £500, ka waitohua te puka-whakamana utu e ngaa taangata, 14 te tokomaha. Naawhai aa ka huri ngaa tau, ka huri ngaa whakawhitiwhiti koorero, ka rohea ngaa waahanga whenua, ka whakaaetia kia 7 ngaa whenua ka raahuitia. Ka ruuritia maa te mahi ngaatahi o ngaa kaihoko. Ka katia ngaa whakawhiti koorero i te waa i tuu mai ai ngaa pakanga ki Taranaki, ka whakamutua mai e te Karauna i te tau 1860, kia maatua mai te whakamutungu o ngaa mahi hokohoko i te Taihauaauru.

### TE PAKANGA TUATAHI O TARANAKI

7.10 Kei ngaa waa e ruuri ana te Karauna i te waahanga whenua o Waitara ki Taranaki, i taupatia mai aua mahi ruuri e ngaa Maaori ringakore, ko te nuinga he wahine. Ka tuu mai te whakaaro noo te Karauna, he mahi upoko maaroo teeraa naa te Maaori, ka whakapuakina te paanui moo te ture taua, i te 22 o Pepuere 1860.

7.11 Ko taa te reo Paakehaa o te paanui e mea atu "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". I muri iho i nohoia te whenua o Pekapeka e ngaa hooia o te Karauna. Ka hanga mai ngaa kaitautoko o Wiremu Kiingi, he rangatira noo Waitara, i teeteahi paa tuuwatawata ki te whenua, ka whakaekea e ngaa hooia o te Karauna i te 17 Maehe 1860.

7.12 Ka kuhu mai hoki eeteahi atu iwi me Ngaa Rauru Kiitahi ki te pakanga tahi ki te taha o Wiremu Kiingi me aana pononga. I whai utu te whakaeke a te Karauna e eeteahi Maaori o Taranaki. Ko Ngaa Rauru hoki i whakaeke ki ngaa Paakehaa me ngaa nohoanga tauwiwi ki te hau whakarunga o Nuparemata i te 27 Maehe 1860. E ai ki ngaa kaawai koorero a Ngaa Rauru Kiitahi i hingahinga haere raatou i teeraa pakanga. Ka hohou te rongu i te marama o Aperira 1861. Ko te tikanga kia aata tirohia ngaa mahi hokohoko a te Karauna i te Poraka o Pekapeka.

### KO TE HOKOHOKO KI WAITOOTARA

7.13 Whai muri iho i ngaa whakatau aaio o Taranaki, ka ara anoo ngaa mahi whakaritenga a te Karauna me Ngaa Rauru Kiitahi o Waitootara ki te hoko i ngaa whenua o Waitootara i te tau 1862. Ko taa teenei waa kiihai ngaa ukinga o Ngaa Rauru i te hiahia ki te hoko i oo raatou whenua ki te Karauna. I whakaputa ngaa pononga o te Kiingitanga i teeteahi whiringa kia

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

### 7: TAAHUUH KOOERERO

waiho ngaa whakaritenga hokohoko o 1859 ki tahaki, engari kiihai i pirangi, kiihai hoki i taea raanei te whakahoki i te moni taapui. He mea whakarite maaroo e te Karauna maa te whakahoki i te moni taapui e taea ai te whakamutu i te mahi hokohoko. Ahakoa i maarama tonu te Karauna ki ngaa tautohenga moo te mahi hokohoko, i mahia tonutia naa te whakauu kaha mai o ngaa whakaritenga o 1859.

- 7.14 Ka taapaengia e Aperehama te rangatira o Ngaa Rauru Kiitahi te take ki mua i a Kiingi Taawhiao i te tau 1862. Kiihai te Kiingi i aro atu kia noho mai te whenua ki raro i toona maru. Ko taana i kauhau ai, me kati hoki i te whakarururu i ngaa hoko whakamutunga, me mutu hoki te mahi poorearea. Naa teenei whakatau i koopiropiro ai ngaa waha o ngaa uri o Ngaa Rauru Kiitahi, naa te mea kaaore i te tautoko i te mahi hokohoko, ahakoa he kaitautoko hoki raatou ki te Kiingi; he mea uaua ki te whakahua i too raatou hoohaa. Naa te kaha tonu o ngaa whiriwhiringa aa-take e haere tonu ana i ngaa tau 1862 me 1863 i kino ake ngaa tauwehenga i oo ngaa taangata o Ngaa Rauru Kiitahi ake. I mana ai te take hokohoko i teetehi hui i waenganui i te Karauna me eeraa taangata i hiahia raa ki te hoko atu i te waa puu o Maehe 1863. Ka tohua te tuutukinga o te hoko, ka whakaotia i ngaa waa toomua o Hurae 1863.
- 7.15 Ka pahuu anoo te puu i te marama o Mei 1863. Noo muri mai teenei i te whakaaetanga whakamutunga moo te hokonga atu o Waitootara, engari i mua i te mahi waitohu i te whakaaetanga aa-pukapuka. I wehe mai ngaa uri o Ngaa Rauru Kiitahi ki te hiki ake i te puu ki te Karauna. Maarama tonu te Karauna kei ngaa tau o 1860 me te tau 1861 kaaore e tika ana kia tuu tonu te hokohoko whenua i ngaa waa e puta haere ana ngaa aahua o Tuumatauenga. Heoi anoo i waatea mai noo muri i te marama o Mei 1863.
- 7.16 I ngaa waa o ngaa whiriwhiringa i ngaa tau 1862-1863 i tohe mai te Karauna me whakaheke te rahi o ngaa whenua i rāhuitia ai i ngaa tau 1859-1860. Ka tangohia ngaa eka 1,300 mai i ngaa whenua, kia mau tonu i ngaa kaihoko. Ko te nuinga o eenei i tango mai i ngaa whenua raahui o Paa Karaka. I piirangi hoki ngaa kaihoko kia whakaurua mai ngaa eka e 200 o te whenua o Kaipoo ki roto i ngaa whenua rāhui. Kiihai te Karauna i whakaae. Engari kee, i te waa o ngaa hainatanga, i taea e raatou te whenua te hoko mai i te Kawangatanga, ko te utu he 10 hereni moo ia eka. Kiihai te taitara moo Kaipoo i whakamana tae atu ki te tau 1884, kaatahi ka takoha ki eetei tangata, haaunga ake hei iwi o Ngaa Rauru Kiitahi.
- 7.17 I whakaotia te mahi whakaritenga aa-whenua o Waitootara i te 4 o Hurae 1863 e te Karauna me eetei rangatira o Ngaa Rauru Kiitahi. I tua atu o ngaa taangata tekau maa whaa i haina i te tau 1859, tokowhaa o aua taangata i haina anoo i te tau 1863 me eetei atu kaihaina e rua tekau maa waru te tokomaha. Naa te titiro i te wero korekore a te hunga ki ngaa mahi hainatanga, he mea tohu whakaaro teeraa ki te Kaawantanga e whakaaetia ana te take e te tangata, naa toonaa tee tae mai ki te hui. I utua te £2,000, aa, mai i ngaa eka 32,700 e 6,062 ngaa eka i rāhuitia i te mahi hokohoko. Ko taa te utu, me te tango i te £100 moo Kaipoo, i rau atu ki teetehi whare haupuu puutea maa toona waa ka tohaina. Kaaore anoo kia ahu mai teetehi taatai koorero, i riro aua puutea ki a wai, ki eehea taangata raanei.
- 7.18 I te marama o Hurae 1863 ka kooe mai a Aperehama "E kore rawa te whenua e riro! E kore! E kore! E kore! E kore! E kore!" Naa ngaa take i paa mai ki ngaa koorero moo teenei hoko, kiihai te Karauna i haangai ki taana koorero tautohe. E 26,638 ngaa eka i riro atu i a Ngaa Rauru maa teenei mahi hokohoko, i hurihia ngaa eka 6,062 o te whenua raahui hei taitara motuhake maa te whakatakotoranga mahi o te Kooti moo ngaa Whenua Maaori. Naa

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 7: TAAHUHU KOORERO

ngaa take tautohe moo te hoko o Waitootara, i kuutee mai te wheewhee, ka pahuu anoo te puu ki teeraa rohe i te tau 1865.

#### KO TE PAKANGA TUARUA

- 7.19 Ka mau te rongo i te marama o Aperira 1861, i muri iho ka nohoia tonutia a Pekapeka e ngaa hooia, kia tuu mai ngaa mahi tirohanga moo te whenua o Pekapeka. Puupuritia tonutia e ngaa iwi te mana whenua o Omata me Tataraimaka, ki te hau whakarunga o Puke Ariki, ahakoa kua hokona keetia e te Karauna. I ngaa marama o Maehe me Aperira i te tau 1863, noo mua i te whakamutunga o ngaa mahi tirohanga whenua i Pekapeka, i taka takahi anoo ngaa hooia i ngaa whenua o Omata me Tataraimaka, kaaore anoo kia aatetitia e te Maaori. Ka whakawhiti atu, ka whakawhiti mai ngaa hooia i ngaa whenua ahakoa kiihai i whai whakaaetanga i te Maaori. Hei tohu whakautu i aua mahi hara, i patua ngaa hooia i runga i ngaa whenua Maaori i te marama o Mei 4 1863, aa, mate rawa.
- 7.20 I te marama o Aperira 1863 i whakaae mai te Kaawana, kaaore ngaa mahi hokohoko o Pekapeka ki Waitara i tuu tika mai, ka hua mai me whakarerea. Kiihai teenei koorero i hora rongonui aa, tae atu ki te marama o Mei 1863, kua pakuu anoo te puu. Kei taua waa tonu i tiimata kee ngaa mahi nanakia a te Karauna ki te whakakaupapa i ngaa mahi tango whenua hei utu moo ngaa mahi patu hooia ki ngaa whenua o Omata me Tataraimaka, aa, i te 6 o Hurae 1863, ka whaaki i te koronga, ko te ruuri i te whenua.
- 7.21 I mua i te tau 1865 (ko te tau i maaroo mai te koorero moo te muru raupatu ki Taranaki) he iti noa iho ngaa kakari i puta mai ki te hau tonga o Taranaki. I te hikumutu o te tau 1864 i whakaaro mai te Karauna kia horahia te kakari ki taua waahi, kia tuuwhera i te huarahi o Waitootara huri whaka-te-raki ahu atu i te awa o Waitootara, kaatahi ka whakatuuria ngaa nohoanga hooia ki teeraa rohe. I te marama o Hanuere 1865 i kookiri ake ngaa hooia o Tianara Cameron mai i te uru-maa-raki o Whanganui. I tokona mai te pakanga ki Nukumaru, ki te whenua tonu o Waitootara. I te marama o Hurae 1865, ka mau te paa o Weraroa i te Karauna, aa, ka mauhereheretia eeteahi taangata o Ngaaa Rauru Kiitahi. He maha ngaa ukinga o Ngaa Rauru Kiitahi i panga atu i te whenua i te waa o te pakanga. I te tau 1866 i toro katoa atu te whawhai o Cameron ki te nukuroa o te taihauaauru, ki te tonga o Taranaki. Koia hoki taa Tianara Chute naanaa i ahu mai i te raki me aana hooia. Karawhiua tonutia mai te ngau o te puu tae noa atu ki te hikumutu o 1867.
- 7.22 I te waa i toro mai ngaa kookiri ki te taihauaauru, i puritia e te Karauna ki te Kaupapa e kiia nei "scorched earth". He mahi tuuraki haere i ngaa papa kaainga, i ngaa maara hoki. Ko te whakaputanga ake, kia noho rawa kore ngaa Maaori i whakaarongia e te Karauna he hunga whakararurarau, e kore e taea e raatou te hiki ake i te puu. Hinga atu, hinga mai a Ngaa Rauru i ngaa whakahau turakitanga tangata, i ngaa whakahau turakitanga taaonga.
- 7.23 Ka toko ake ngaa hooia ki te hau whakarunga o Taranaki, kaatahi ka whai ake ngaa hooia whakatu nohoanga aa, ka hanga mai i ngaa nohoanga Paakehaa i runga i ngaa whenua raupatu o Ngaa Rauru Kiitahi. Noo muri i te tau 1865 i te waa i panaia atu ngaa uri tangata o te whenua, i noho puumau a Ngaa Rauru Kiitahi ki te Karauna i roto i te tau 1867. Ahakoa i taea e raatou ki te hoki ki oo raatou kainga, ka tuu tonu ngaa tautohenga a te Maaori ki ngaa mahi muru raupatu.
- 7.24 I te marama o Hune 1868 i ara ake te patu o Titokowaru ki ngaa hunga nohoia ki te whenua. Hingahinga haere te tangata i Tauranga ika, aa, turakina rawatia ngaa rawa o



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

### 7: TAAHUUHUU KOORERO

Ngaa Rauru Kiitahi. Haaunga ake i oo ngaa rawa o Ngaa Rauru i tuurakina mai i teera pakanga, i aawhinatia te hunga noho whenua maa ngaa puutea taarewa a te Kaawanatanga hei hiki i ngaa waa aa muri iho i taua pakanga.

- 7.25 I te marama o Noema 27 1868, teeraa ko eeteahi o ngaa hooia e haereere ana, tuupono rawa ki ngaa taitamariki o Ngaa Rauru Kiitahi me eeteahi atu o Taranaki e korikori ringakore ana ki te wharau haupuu wuuru ki Waitootara. Noo te paa o Taurangaika ngaa taitamariki nei, ko te maataamua he tekau oona tau. Ka horoa aua taitamariki e ngaa hooia, ka whaia ngaa taitamariki maa runga hooiho, ka matemate i te hooari. Tokorua ngaa taitamariki i mate, aa, ka taotuu eeteahi.
- 7.26 I whakarerea a Taurangaika he paa tuuwatawata i te marama o Pepuere 1869, i panaia a Ngaa Rauru Kiitahi mai i te tonga o Taranaki, ka aruarungia ki te koukouoro o te ngahere, tuuraki haere ana i ngaa rawa katoa, ngaa nohoanga katoa o teeraa iwi. Naa runga i ngaa kakari whakatu haere a nga hooia ki ngaa Maaori e huunuku atu ana, kua kore ngaa kai, kua kore hoki ngaa waahi hei nohoanga ruruhau, katahi ka inoi kia noho ki raro i te maru o ngaa iwi o Whanganui. Noo mua kee i te tau 1873, i raahuitia e te Karuna kia kaua a Ngaa Rauru Kiitahi e hoki ki oo raatou whenua. He matakoo noo ngaa tauhou noho whenua, e kaarangi ana kei horoa anootia e ngaa Maaori. Oho tonu ana te hinengaro noo ngaa kakari whakatuunga a Tiitokowaru, me te koronga o te Karauna kia nohoia ngaa whenua e ngaa hooia, e ngaa tauwi nohoanga whenua.

### KO TE MURU RAUPATU

- 7.27 I ara ake ngaa mahi muru raupatu, ka roa te takahi i a Ngaa Rauru Kiitahi, naa te hanganga mai o te ture, araa naa te *New Zealand Settlements Act 1863*. E kii ana te Kupu Whakataki, i peehia mai te Ika-a-Maui "e ngaa whakatetanga, e ngaa mahi kikino a te iwi Maaori". Kaaore kau i puta mai teeteahi koorero moo te aahuatanga o ngaa kakari i tiimataria ai e te Karauna. Naa te whakatuunga mai o taua ture i mana ai te murunga o ngaa whenua o ngaa Maaori i whakaarongia e tohe ana ki te mana o te Kuini mai i te 1 o Hanuere 1863. Noo taua waa tonu, e whakapaetia ana e te Kaawanatanga moo te Kaunihera, he mahi tautohe noo teeteahi iwi, noo teeteahi tokopae raanei i te taua waa tonu, mai i te 1 o Hanuere 1863, e taea ana ngaa whenua te muru. Whai muri iho kua nohoia aua whenua e ngaa tauhou, hei tuutuki pai ai ngaa take e toru o taua ture: ko te whakamarumarutanga o te iwi Paakehaa; ko te kaupeehitanga i ngaa tautohenga; me te whakapuupurutanga i te mana o te Kuini
- 7.28 Kaaore i whakamaaramatia mai e te Ture te aahua o "te hunga tautohetoe". Heoi i meatia mai e kore rawa e aro, e whai utu atu ki ngaa taangata kua "kawe te pakuu o te puu ki te rangatiratanga o te Kuini, ki aana hooia raanei o Aotearoa". Waihoki eeraa "i aawhina, i tiaki hoki i aua hunga whakatete". Ko taa te *New Zealand Settlements Act 1863* kaaore rawa i mea mai ko te whiunga i te taangata. Engari kee, naa te whakatangata i taua ture, i kitea he mea whiunga i te tangata te whakaotinga. E kitea ai naa ngaa tuhinga koorero me te Paanui a te Kaawanatanga o te 17 Tihema 1864 i kauhau mai ai, ki te matike ake te "mahitutu o te Maaori", ko te whiua mai e te Kaawanatanga, ka "murua ngaa whenua o aua Maaori ki oo te Kaawanatanga i piirangi ai". I hanga aawangawanga ai te Tari Taiwhenua o Ingarangi moo te whaanui me te whakamahi i taua ture, ahakoa e whakaarotia ana maa taua ture e taea te mahi tuukino, i waihongia ngaa mahi muru raupatu maa te mana whakamutunga o te Kaawana. I whakatakoto mai te Hekeretari moo te Taiwhenua maa te Kaawana e whakataarewa aana whakaaetanga moo ngaa murunga, ahakoa "he tika kore, he whakatau kore".

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### 7: TAAHUUH KOOERERO

- 7.29 Ki taa te paanui moo te murunga o te 30 o Hanuere 1865, i tapaina mai e te Kaawana, he waahi murunga "te Waahi Pokapuu o Taranaki". I te 2 o Hepetema 1865, i whakatau ngaa whenua o Te Ati Awa me Ngaati Ruanui hei waahi murunga. Ka riro te katoa o ngaa whenua ki te tonga o Taranaki (Ko too Ngaati Ruanui akau) hei "waahi maaraaurau", hei here moo ngaa take nohoanga aa-tauwiwi. Ko taa ngaa muru raupatu, he tikanga kore i runga i te mea, he nui kee atu te whenua i tangohia ki taa ngaa paanui aa-ture, aa, ko toonaa tikanga me tuutuki i ngaa take o te *New Zealand Settlements Act 1863*, aa, peke katoa ngaa whenua o ngaa waahi maaraaurau, nui kee atu i ngaa whenua i hiahiatia hei puu nohoanga ake moo tauwiwi. Ko ngaa whenua katoa i taea te muru ka murua, ahakoa te paanui aa-ture i te 2 o Hepetema 1865, moo te taha ki ngaa whenua o ngaa pononga ki te Kaawana, me "take matua" moo te tango i aua whenua tonu hei waahi marumaru o Aotearoa. Naa taua ture hoki i taea te whiwhiu mai i ngaa Maaori ahakoa he pononga naa te Kaawanatanga, e waatea ana hoki te Karauna kia wewete mai te mana whenua i ngaa pononga. Ko toonaa tikanga maa taua ture tonu e utu ngaa pononga moo te murunga i te whenua ki taa ngaa koorero a te paanui aa-ture. Kei taua raa tonu i tohu atu ko te whakahoki tootika mai i ngaa whenua ki eeraa e whakaae ana ki te noho tonu ki raro i te mana o te Karauna, engari kee kiihai taua tohu i whakamanatia.
- 7.30 Ka whakamana te Karauna i ngaa ture taapiri me ngaa ture whakawhaaiti naa runga i te whai haere i te Ture 1863. Naa teenei hanganga ture i toko ake ngaa mahi muru maa te whaatorohanga aa-mana o te Karauna ki te mana tangata o too te Maaori me oona ritenga i Taranaki. I te marama o Hanuere 1867 i whakarerea e te Karauna te mahi muru whenua mai i waenganui i te awa o Waitootara me te awa o Whanganui. Ko taa te titiro i peenei te aahua i runga i te mea i tata riro katoa ai ngaa whenua kaaore anoo i hokona ki eeraa taangata Maaori i whakaarongia, he hunga kuupapa ki ngaa tikanga a te Paakehaa. I taua waa i whakaritea kia tatuu ngaa kereeme Maaori katoa i roto i te toenga o ngaa murunga, me eeraa hoki o te hunga tautohe.

### TE KOOTI KAMUPENEHEIHANA

- 7.31 I whakatuuria te Kooti Kamupeneheihana i raro i te maru o te Ture *New Zealand Settlements Act 1863* hei utu i eeraa taangata moo oo raatou whenua i murua e te Karauna. Maranga ake te whakapuna waru ai, te kohuki, te kooripo o te hinengaro i oo Ngaa Rauru Kiitahi naa ngaa whakatakotoranga me ngaa whakahua a ngaa utunga, i te mea kaaore anoo raatou i moohio ki hea raatou noho ai, me he puritanga tonu taa raatou ki ngaa taitara, noo reira naa taua aahua i puea mai te aawangawanga ki waenganui i a raatou.
- 7.32 Ko ngaa Maaori i hikitia te puu ki te Karauna, i aawhinatia raanei te ringaraupaa ki te tao, e ai ki ngaa kaatuu tuhinga o te waahanga 5 o te Ture *New Zealand Settlements Act 1863*, kiihai raatou i maaraaurau ki ngaa utunga, heoi anoo i muri iho i takohangia ngaa whenua raahui i raro i te Ture *Confiscated Lands Act 1867*.
- 7.33 Ko te tikanga kia whakatau ngaa kaikereeme i oo raatou hiahia ki te whenua, aa, kua "noho pononga" hoki raatou ki te Karauna. He maha ngaa waa i huri atu te Kooti ki ngaa taunaki a eetei kaiwhakaatu tokoiti, haaunga ake te maatoro atu ki ngaa take a ia tangata, a ia tangata. Mahuetia mai e te Kooti Kamupeneheihana ngaa taangata kaikereeme kiihai i tae atu ki ngaa whakawaa. Ki eetei ko te raruraru, kei te waa tonu o te pakanga eetei o eenei whakawaa, noo reira kiihai ngaa kaikereeme i tae aa-tinana mai. Waihoki, kaaore hoki te paanui whakarite whakawaa.

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### 7: TAAHUUH KOOERO

- 7.34 Ahakoa ko te tikanga me aronui atu ngaa kaikereeme ki ngaa tikanga whakahaere o te Kooti Kamupeneheihana, ki te kore me mahue mai raanei, i te tau 1866 i whakapuaki te Paaremata, e tika ana ngaa kawenga, ngaa kookiri whakawaa a te Kooti, ko te kooti hoki e noho ana ki tua atu o te tirohanga aa-ture o te tangata, ahakoa kiihai ngaa whakaritenga i tuutuki.
- 7.35 I te marama o Tihema 1866 me te marama o Hanuere 1867 i tapae a Ngaa Rauru i ngaa kereeme, ka whakawaa moo teetehi waahi pokapuu o te takutai moana o Ngaati Ruanui. (i waenganui i a Kaupokonui me Waitootara). Atu i te 997 te tokopae tangata, e 40 noa iho ngaa taangata i teenei paahuki i whakamatautau hei tangata whenua aa, kua noho kuupapa hoki. Ka tohaina ngaa eka e 440 ki ia tangata ki ia tangata. I hangaa kee mai ngaa ture hooou moo te kaikereme tee tae mai ki eenei whakawaa. Ki raro i eenei ture, moo te tangata kaaore i tae mai, engari i mahara he kuupapa hoki, ka riro te 16 o ngaa eka ki ia tangata ki ia tangata.
- 7.36 He mea iti ngaa utunga a te Kooti Kamupeneheihana moo te waahi pokapuu o te takutai moana o Ngaati Ruanui, ko taua waahi tonu, he waahi mokemoke hoki. O ngaa 17,000 eka e 12,000 ngaa eka ka noho i ngaa paahuki. Ko te nuinga ka noho ki uta, taka kee atu i ngaa whenua momona o te takutai moana. Kiihai i whakaaro motuhake moo ngaa paa me ngaa urupaa. Kaaore kau i anga ki ngaa tikanga mana whenua i roto i ngaa whakawhiwhinga, riro katoa aa-takitahi ki ngaa taangata. Kaaore i tukuna ngaa taitara, engari maa te whakahua mai o te tangata i oona hiahia moo te waahi, maa te puumoohio ki ngaa waahi i whakaritea, maa ngaa mahi ruuri i ngaa whenua a ngaa mangai moo te Karauna, maa te whakamana a te Kooti i ngaa waahanga whenua, i taea te tuku te taitara. I taka whakaroa mai ka eke ki ngaa tau e whitu moo te whakamana i ngaa whakawhiwhinga i waenganui i te tau 1867 tae rawa noa ki te tau 1874. Naawhai aa, naawhai aa ka riro ngaa eka 14,000 te rahi, maa te hoko, maa te riihi raanei ki te Karauna i runga i ngaa kaatuu hoko aa-taaitanga o te Karauna. Waihoki, i taua waa naa te torohanga haere a ngaa nohoanga taiwhenua, i iti ai te rahi, i heke iho ai te pai o ngaa whenua o te Karauna i waatea ki te tohatoha ki ngaa kaikereeme Maaori.
- 7.37 I te tau 1872 i whakawaangia mai teetehi kaihoko maangai moo te Karauna naa runga i ana mahi tinihanga e paa ana ki ngaa whakawhiwhinga o te Kooti Kamupeneheihana. I hoko teenei kaihoko maangai i ngaa whenua o Ngaa Rauru Kiiitahi moona ake, moo ngaa kaihoko tuumataiti hoki. Kiihai i tautika ngaa utu ki ngaa kaihoko, ka raweke tinihanga nei i ngaa utunga, ko te tikanga ka riro ki ngaa kaupupuriwhenua. Kiihai te Karauna i aata whai utu i ngaa aawangawanga o ngaa kaupupuriwhenua, ahakoa i tautokona ngaa kaarangi o ngaa kaupupuriwhenua e ngaa kaitirotiro.
- 7.38 Korekau ngaa whakawhiwhinga a te Kooti Kamupeneheihana moo te waahi pokapuu o te takutai moana o Ngaati Ruanui i whakatangata aa, ka tae ki te tau 1880, i te waa i tiimata ai te Komihana moo te Taihauaauru i ana momo tirotiro, kaaore anoo i riro puutea ki a Ngaa Rauru Kiiitahi moo te whenua.

### KO NGAA HOKOHOKO A TE KARAUNA

- 7.39 Noo ngaa tau 1870 neke atu i riro ngaa whenua o Ngaa Rauru Kiiitahi ki te Karauna o waho atu i ngaa whenua murunga maa ngaa hokonga i hanga mai maa te "Deeds of Cession". Ko ngaa hokonga whenua o te Karauna mai i ngaa tau 1874 ki 1881 he whakatuunga kaupapa noo te Kaawanatanga kia tango i ngaa rahi o ngaa whenua Maaori mai i te mano whenua. Ko te aronga nui kia whakatu i ngaa nohoanga Paakehaa i runga i ngaa whenua i tangohia

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i a Ngaa Rauru Kiitahi. Moo eenei kaatuu hokonga, i toko ia nei te Karauna i te waahanga 42 o te "Immigration and Public Works Amendment Act 1871" aa, ka tohua te whenua hei waahi whakatuunga i ngaa nohoanga motuhake o tauiwi. Naa teenei mahi nukurau i taea e te Karauna te karo atu i ngaa tiro tiro taitara i tukuna e te Kooti Whenua Maaori i mua i ngaa hokohoko, aa, kia hanga whakarite i ngaa hokohoko ki ngaa kaihoko kaika (me ngaa whakautu wawe) i mua i ngaa tono moo ngaa taitara e whakawaangia nei ki te Kooti Whenua Maaori. Ahakoa, ka taea tonutia e eeteahi atu taangata te tatuu mai ki te Kooti, kia rangona oo raatou hiahia, naa te kuhunga mai o te "Immigration and Public Works Amendment Act 1871", i hanga taupaa ki ngaa taangata tautohenga, i puuhutia te taamiatanga ki ngaa whakatuunga whakawaa.

- 7.40 I puta mai eeteahi raruraru i te waa a ngaa tangotango kia 92,000 ngaa eka o Kaitangiwhenua i waho i te aho murunga (ko te mana whenua o Ngaa Rauru Kiitahi me Ngaati Ruanui). Ngoikore rawa te whakahaeretanga a te Kaawanatanga, i te tau 1894 i tiro tiro mai teeteahi Komihana Uui, ka kitea i muri iho i ngaa hokohoko, teeraa teeteahi kaihoko naanaa i nanakia atu tana whakapaanga ki eeteahi atu kaihoko, aa, ka kaiatia te £5,000 noo te Maaori. Kore rawa ngaa utunga i whakahokia mai.
- 7.41 Noo te waa 1877 tae atu ki ngaa 1880, i aahua hoatu "takoha" te Karauna ki te tangata i roto i ngaa whenua muru e paa ana ki ngaa whenua o Opaku, Okahutiria me te whenua Moumahaki ki te tonga o Taranaki. I mua i ngaa mahi muru whenua i utua te takoha hei moni ki ngaa Maaori, ki too ngaa whakaaro o ngaa mangai moo te Karauna, noo eeraa Maaori ngaa whai-paanga ki ngaa whenua i mua i ngaa mahi muru. Waihoki, maa aua Maaori hoki e taea ai te akiaki moo te maangai hei whaawhaatanga moo te Karauna. Moo teeraa rautau kua huri, ko too Ngaa Rauru Kiitahi whakaaro moo ngaa aahua o te kupu "takoha" naa te Karauna i raweke ai, he mea takahi i te hohonu o te kupu, i te aurere o te kupu, i te wairua o te kupu. Naa eeraa hanga takahi o te kupu, i hee nei te rironga o ngaa whenua.

### PARIHAKA

- 7.42 I ngaa tau 1860 i taketake mai te kaupapa moo te rongomau me te mana motuhake i Parihaka i Taranaki, i raro i ngaa rangatiratanga o ngaa poropiti, ko Tohu Kakahi raaua ko Te Whiti-o-Rongomai. Horahia ana te pango o te tangata e noho puumau ana ki Parihaka, ko te nuinga i karangatia noo roto tonu o Taranaki huri atu, me ngaa ukinga o Ngaa Rauru Kiitahi.
- 7.43 Tae noa ki te tau 1878, i kitea e ngaa Maaori me ngaa kaatipa kua whakarerea e te Karauna te mahi muru whenua i Taranaki. Haaunga ake teenei, i tiimata te Kaawanatanga ki te ruuri whenua i roto tonu o te takiwaa o Taranaki. Ko Parihaka tonu kei teeraa takiwaa. I te waa i tata mai ngaa mahi ruuri whenua ki ngaa maara Maaori i te hikumutu o te tau 1878, i whakaurua mai e Te Whiti raaua ko Tohu te kaupapa maungarongo i runga i a raatou, hei tohu whakautu ki ngaa kairiuri, ki ngaa taangata whai hoki. Ka huhuti mai ngaa taangata o Parihaka i ngaa tiirau, aa, ka whakaaria mai eeteahi atu kaatuu aahua maungarongo o raatou. Ko toona mutunga ake, i whakarerea te waahi e ngaa kairuuri. Naa te kore whakaae a te Kaawanatanga kia tuutaki ki a Te Whiti ki te kooreroro i ngaa uiui moo ngaa waahi raahui, ka tuku ngaa poropiti i te tira kaiparau ki te parau i ngaa whenua i nohoia ai e tauiwi puta noa i Taranaki nui tonu i te tau 1879.
- 7.44 I te tau 1880 i tiimata te Kaawanatanga ki te hanga i te rori ki Parihaka. Ka tae mai ngaa mahi rori ki te whenua o Parihaka i te marama o Hune 1880, ka turaki ngaa pirihihana mau

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puu i ngaa taiepa, ka huakina ngaa maara ki ngaa hooiho me ngaa kararehe. I ngaa taiepa e turakina haere ana, ka tohua e ngaa poropiti ki te whakapai anoo i ngaa taiepa. Naa eenei momo mahi i mauhere ai ngaa kaiparau e 420 me ngaa kaiwhakapai taiepa e 216, puta noa i Taranaki. E 40 ngaa kaiparau i whakawaakia ki te kooti. Ka hanga mai i teetehi ture motuhake, hei hiki i ngaa toenga whakawaa, kaatahi ka whakakorea atu.

- 7.45 Tokomaha ngaa mauhere, me ngaa uri o Ngaa Rauru Kiitahi, i too te hiahia o te Kaawanatanga, ka mauhereheretia ki ngaa whare herehere o Te Waipounamu. He waahi kino te waahi, he karawhiu i ngaa taangata ki ngaa mahi maaroo, ki ngaa mahi whakauaua tangata. Koia i peeraa naa ngaa kaupeehipeehi ka aituatia ngaa mauhere ki te maauuitanga, ki ngaa tuunga manenetanga.
- 7.46 I te 5 o Noema 1881 i whakaekea te paa o Parihaka e ngaa hooia neke atu i te 1,500 a te Karauna. I aratakina e te Minita Take Maaori (Native Minister). Kaaore he paku tohenga i puta i a raatou. Ka huri ngaa raa, ka panaia ngaa taane, raatou ko ngaa waahine, ko ngaa tamariki 1,6000 te nui kaaore i karangatia noo Parihaka. Ka whakahau kia hoki atu ki oo raatou kaainga. Ka parekuraina ngaa whare, ngaa maara e whakatata mai ana ki taua waahi, ka pei atu ngaa kararehe, ka patua raanei. I whakarere ai te mahi muru i taua waa hoki. E ai ki taa ngaa koorero a ngaa Maaori o Taranaki, i paheratia, i rawekengia ngaa waahine e ngaa kaihoru.
- 7.47 Whai muri iho i whakatuuria ai teetehi ture motuhake anoo hei aukati i ngaa huinga Maaori. I taua waa tonu i aukatia hoki ngaa huunukutanga a te Maaori. He mea whakarite hoki moo te kuhu ki roto i a Parihaka maa teetehi tikanga kuhu tangata. E 6 ngaa taangata i mauheretia, aa, ka whiua a Te Whiti raaua ko Tohu moo te mahi whakataritari ki te Kaawanatanga, aa ka mauheretia tae noa atu ki te tau 1883. Ka hikitia aa raaua whakawaa, ka puta teetehi hanganga ture kia mauheretia raaua, haaunga kee te whakawaa. Mehemea i hipa ake te whakamahi a tauwiwi me aana ture whai mana, kia mau te rongo, ko taa teeraa hanganga ture, hei hiki ake i ngaa kawenga naa eeraa taangata i mahi, e kore e roto ki a ia te hee.
- 7.48 Ko ngaa whenua raahui naa te Komihana o Te Taihauaauru (araa, ko te West Coast Commission) i taunaha kia hoatu ki te Maaori o Taranaki, i roto ki te Karauna ngaa eka 5,000 hei utu moo "te raupatu i ngaa taangata whana Kaawanatanga o Parihaka". I te tau 1927 i whakatau te Komihana o Sim (The Sim Commission) naa te Karauna anoo te mahi kino o te turaki whare, o te turaki maara, naanaa anoo ngaa kawenga whakahau, ngaa ture whakahau raanei me pikau moo ngaa mahi nukurau a ngaa hooia i hari ki roto i a Parihaka. Ka whakatau te Komihana me utu ki te £300 hei tohu manakohanga, moo ngaa hee i karawhiua ki ngaa iwi o Parihaka.

### KOMIHANA O TE TAIHAUAAURU

- 7.49 I te marama o Hanuere 1880 i tohungia e te Karauna kia tirotiro Te Komihana o Te Taihauaauru i ngaa koorero taunaha i hanga naa te Karauna anoo ki ngaa maaori o Taranaki e paa ana ki ngaa whenua muru. Naa te whakamana mai o taua ture i taka whakawhaiti mai te maatorohanga, te mahi aawhina a ngaa uiuinga a te Komihana. He whaaiti noa iho te haumarotanga a te Komihana ki ngaa utunga a te Kooti Kamupeneheihana me ngaa taunaha a te Karauna, naa teenei hoki, kiihai ngaa uiuitanga i whakauu tika mai ki ngaa whakahaeretanga o te mahi muru me ngaa utunga whakaea. Hei tauratanga, ka whakaitihia mai te rahi o ngaa whenua maaraaurau hei whakahoki ki te Maaori, ohai ka whakarahi ake i ngaa toenga whenua e waatea ana ki te hoatu ki ngaa

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taangata whai. Heoti anoo, i te waa o eenei whakawaa, kua tau kee ngaa taangata whai ki ngaa waahi o te hau whakarunga o Taranaki. Noo reira e whakahua ana he iti noa iho i te waatea hei hoatutanga.

- 7.50 I whakatau te Komihana kiihai i whakatinanatia te nuinga o ngaa koorero e te Karauna. Waihoki, ka toko ake te whakatau moo te hanga kore i ngaa whenua raahui moo ngaa raruraru katoa kei te hau whakarunga, kei te pokapuu o Taranaki hoki, naa te Karauna. Ka hua hoki te whakaaro "kaaore anoo ngaa taangata kia moohio i ngaa whenua e taea te kii atu noonaa anoo". I whiriwhiria poka noa e te Karauna teetehi Komihana tuarua i te marama o Tihema 1880 hei whakatinana i ngaa tuutohutanga o te Komihana tuatahi. Naa teenei Komihana i whakahokia mai ngaa eka e 200,000 ki te Maaori o Taranaki. He tata ki te 20 oorau o te rahi kei te takotoranga o te hau whakarunga o Taranaki. I tohaina e Ngaa Rauru Kiitahi teenei 20 oorau ki eetehi atu iwi, e noho takiwaa ana ki te hau whakarunga o Taranaki.
- 7.51 i tata whakahoki katoa mai te Komihana i ngaa utunga ki ngaa Maaori hei taitara takitahi, hei taitara takitahi, naa teenei whakaritenga kua kore ngaa tikanga mana whenua, kua kore rawa hoki e whai maru i ngaa hokonga moo ngaa waa ka heke mai. I tohutohua e te Komihana tuarua kia aata whiriwhiri i ngaa taangata noona te whenua me oona rawa, kia tuku hoki i ngaa whenua ki aua taangata. Naa aua mahi i tuutuki ai ngaa whakatuunga a te Kooti Whenua Maaori, haaunga ake te whakamahi i ngaa tikanga whakawaa o te Kooti Whenua Maaori, noo reira kiihai ngaa whakatuunga tonono piira i te tuwhera ki ngaa kaikereeme.
- 7.52 Kiihai i taea e Te Komihana o Te Taihauaauru te aata taatari anoo ne i e pai ana te maha o ngaa whenua moo Ngaa Rauru Kiitahi raanei, me aata titiro i ngaa whakaritenga a ngaa whenua raanei. I taea noatia e raatou te titiro i ngaa toenga whenua kaatahi ka whakatau i ngaa utu. I runga i te noho raawaho a ngaa uri o Ngaa Rauru Kiitahi i toona ake whenua, mai i ngaa tau 1860 huri atu, waihoki kaaore oo raatou kaainga tuuturu i roto ngaa tau 1870, kore taea e Ngaa Rauru te peehea engari me huare ki ngaa mea i panga ki a raatou. Ko te tikanga i whakaritea ngaa whenua raahui ki waahi kee atu i ngaa nohoanga Paakehaa, ka whakakorengia ngaa Maaori i ngaa whenua pai rawa atu, me ngaa painga o aua waahi nohoanga. He maha ngaa kaainga, ngaa waahi tapu, me ngaa waahi kaimoana o te takutai kiihai i whakaurua ki ngaa whenua hoatu.
- 7.53 I tutohutia e te Komihana tuarua me whakatau i teetehi kaatuu whakahaeretanga e whakatakoto ai ngaa whenua raahui i raro i te mana o te Tari Tiaki Whenua (Public Trustee). I riihi atu he waahi nui o ngaa whenua raahui ki ngaa taangata whai, e whakataka ana ki ngaa riihi puumau tonu. Naa teenei aahua i aarei atu te mana whenua i a Ngaa Rauru Kiitahi me te mana whakahaere i ngaa moni i riro moo oona whenua.

### KO TE KOMIHANA SIM

- 7.54 I whakatuuria te Komihana Sim i ngaa tau 1926 ki 1927 hei tiro tiro i ngaa murunga i raro i te *New Zealand Settlements Act* me ngaa hanganga ture i whai muri iho. Engari i takoto whaaiti mai ngaa whakamaaramatanga. Ko te tikanga kia kore teeraa hanganga ture e haangai ki ngaa tautohenga, araa, kaaore he mana o te Paaremata o Niu Tirenī moo te hangature murunga whenua, waihoki ko ngaa Maaori "i huri tuaraa atu ki te Mana o te Kuini, aa, i whakarerea hoki toona mana, ko te taea tonutia e ia te whai kereeme i ngaa tikanga o Te Tiriti o Waitangi".

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### 7: TAAHUHU KOORERO

- 7.55 I ara whakaaro mai te Komihana Sim, mai i eeraa whakarereanga katoa ne i "e tika", "e pono" hoki te whakarahi ake a ngaa mahi murunga i ngaa whenua. I te waa e aata whakaarohia ana te waariu me te rahi o ngaa murunga, i hiahiatia me whakaaro hoki te Komihana i te waariu o te whenua i te waa o te murunga, me whakahaawe hoki te whakararahi haere o te waariu. Ko too raatou hiahia moo ngaa koorero whakaritenga i tohutohu, maa te moni hei utunga, kua maa te whakahokinga o te whenua hei utunga.
- 7.56 I tiroiro hoki te Komihana i ngaa whenua taketake i peke katoa ki ngaa murunga, ko te whakaaro, me kati ake aua whenua raanei moo teetehi take whakahirahira. Ko te whakaputanga ake, ki te whakahokia ngaa waahi hei waahi uunga waka, hei urupaa, hei waahi takotoranga raanei, ka whakakorehia eeraa waahi hei aata whakaaroaro. Noo reira ka whakakorengia hoki te tuutohutanga e paa ana ki eenei tuumomo waahi. Ko te waa, ko ngaa utanga hoki kei te Komihana moo aana take, he iti noa iho, e kore e taea ngaa take matua te tiroiro. I tukua katoatia ngaa paanga koorero moo te eka o te whenua e te Karauna.
- 7.57 Ka taapae te Komihana he tika, he pono hoki te whakarahinga ake o te tango whenua. I tohua "ko ngaa whakarereanga a te Maaori o Taranaki, kaaore i tika kia whiua raatou maa te muru i ngaa whenua" Ahakoa i puta ngaa tuutohutanga e kiia ana kia £5,000 te nui hei utunga moo ngaa murunga katoa o Taranaki me teetehi utunga kia £300 moo te ngaronga o ngaa rawa i Parihaka, kiihai i koorerorero tahi ki te iwi e tika ana moona aua take, meh e tika hoki te rahi o te utunga. Moo te taha ki te moni aa-tau he kaatuu poorarururu ki te waa hei utunga atu, na, i ngaa tau toomua o ngaa 1930 he mea kongakonga noa iho i utua. I whakaahuatia e te Karauna teetehi Tari Poari Maaori o Taranaki i te tau 1930 hei whiwhi i ngaa moni aa-tau, kua moo te tuku ki ngaa iwi me ngaa hapuu.
- 7.58 i whakaritea e te Karauna maa te utu i ngaa moni e ea ai ngaa kereeme e paa ana ki ngaa murunga me Parihaka. Kaaore i te kitea ne i whakaaetia e Ngaa Rauru Kiitahi, e eetehi atu iwi o Taranaki raanei ki teenei take. Noo reira kaaore ngaa utunga o eeraa waa i piki rawa ki ia huringa o te tau neke atu, tae noa ki eenei raa.

### NGAA WHENUA I TOE MAI

- 7.59 Kaaore ngaa whenua i rahuihia e te Komihana o Te Taihauaauru i whakahokia ki te Maaori hei mahinga maana anoo ki taana i pirangi ai. Engari, i mana ai te Public Trustee kia whakahaere i raro i te *Ture West Coast Settlement Reserves Act 1881*. Ka riro ki te Public Trustee te mana whakahaere ki te hoko i ngaa whenua raahui me te rihi i ngaa whenua motuhake i raro i ngaa takotoranga i utaina mai e te Ture. He nui ngaa whenua i raro i te maru o ngaa whakahaeretanga o te Public Trustee i rihi atu, engari kiihai i whai whakaaetanga mai i ngaa taangata noona te whenua. Ko ngaa whakahaeretanga i tuku ki te Kaitiaki Maaori (Native (later Maori) Trustee) i te tau 1920.
- 7.60 I mana ai te Public Trustee i te *Ture West Coast Settlement Reserves Act 1881* moo te puupuri i ngaa whenua raahui katoa moo ngaa Maaori noona hoki aua whenua tonu. I runga i teenaa i ngaro katoa i te Maaori te mana moo toona whenua. Noo taua ture tonu i taea te puumau ki ngaa whakahoutanga a ngaa rihi hei ia 21 tau te roa, me te utu hoki o ngaa reeti i haangai anake ki te waa tuatahi i timatahia ai te reeti moo te whenua, engari kaaore i piki te rahi o te reeti moo te whenua hei ia huringa o ia tau. Noo mua he rerekee ngaa whakaaetanga moo ngaa whenua rihi a te Public Trustee ki taa ngaa whakaritenga a te Karauna, ahakoa teeraa i whakamana tonu. Peenei i mua moo te whakahaekenga mai o ngaa utu moo te eeti. I aukatia ngaa Maaori whaihua noona te whenua ki te puupuri i ngaa

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riihi puumau mai i te Public Trustee i raro i teeraa Ture *West Coast Settlement Reserves Act 1881*. Ahakoa i whakawaateahia mai teeraa aahua e teetehi ture whakatikatika i hanga i te tau 1893, e ai ki taa ngaa tatauranga o 1912 e whaaki mai ana i taua waa, kaaore kau ngaa whenua riihi i panga atu ki te Maaori.

7.61 Tekau maa rua ngaa whakatuunga tiroiro i whakahee mai i ngaa whakahaere a ngaa riihi pūmautanga mai i te tau 1890 ki 1975. Hei tauratanga, i te tau 1912 e rua ngaa mea i kitea e te Komihana e paa ana ki taua ture: "Ko te tuatahi, i tautoko katoa ngaa whakatau a te ture ki ngaa kairiiri; ko te tuarua, kaaore kau i whai waa ki te whakawhiti koorero ki te tangata noona ake te whenua moo ngaa take e paa ana ki ngaa ture hoo". I te tau 1935, whai muri iho i ngaa tautoko whakatau a te Kooti Teitei moo ngaa taangata uri whenua, i whakawhitia ngaa whakamaamaratanga o te Kooti maa teetehi ture kee hei whakaheke mai i te rahi o te utu moo ngaa riihi ka riro ki ngaa Maaori, aa, e memehatia ana ngaa whakatau a te Kooti. Naa te Ture araa naa "*The Maori Reserved Land Act 1955*" i kawē tonu te kaupapa o te puumautanga whenua, e taea ai ngaa Kaitiaki Maaori te whakahuri ngaa toenga riihi waa poto hei riihi puumautanga, me te hoko i ngaa whenua hei hoko ki ngaa kairiiri maa toona waa.

7.62 I whakakotahitia ai ngaa taitara i te tau 1963. Kaaore ngaa uri whenua i hanga hiahiatia ki ngaa mana whenua, engari he hiahia kee oona ki ngaa whenua raahui puta noa i Taranaki. I te tau 1967 naa teetehi taapirihanga ki te ture ara, naa te "*Maori Reserved Land Act 1955*" i waatea mai ai ngaa Kaitiaki Maaori ki te hoko i ngaa whenua ki ngaa kai riihi, engari maa ngaa whakaaetanga a te nuinga o ngaa uri whenua i taea ai te hoko. Waihoki, kaaore i kitea he tikanga ki te whai whakaaetanga mai i ngaa uri whenua o mua noona tuuturu ake aua whenua. Tae atu ki te tau 1974, ko ngaa whenua raahui i noho i raro i te mana o ngaa Kaitiaki Maaori e 63.5 oorau te rahi i hokona, aapiti atu ki teera i whakapuamautia hoki teetahi 26 oorau i ngaa whenua. Ko eetehi whenua raahui i riro hei mahi moo te iwi whaanui.

7.63 I te tau 1976 i whakatuuria te Kaporaihana o Paranihi ki Waitootara hei whakahaere i ngaa whenua raahui i whakawhitia mai e te Kaitiaki Maaori. I ara mai teenei i ngaa tuutohu o te Komihana Uiui moo ngaa Whenua Maaori kua raahuitia i te tau 1975. i tuutohu hoki te Komihana kia arotake hei ia waa i ngaa whenua riihi. Ka mau i ngaa taangata noona ngaa whenua ki ngaa waahi o te Kaporaihana. Kaaore kau te iwi o Ngaa Rauru Kiitahi me oona hapuu i whai mana ki ngaa whenua raahui, kaaore hoki i taea te whakatangata i too raatou mana motuhake ki ngaa whenua raahui i too raatou rohe.

7.64 Kei eenei rangi, he 5 oorau noa iho te rahi o ngaa whenua kua mau i ngaa Maaori hei whenua korehere. Naawhai aa, heke iho ngaa whakahokinga o te whenua ki te Maaori, aa, ka puta he uri, ka hora whaanui te tukunga iho o te whenua ki ia uri, ka tanuku haere ngaa paanga whenua. Ne i kaaore he uri, i korekoretia ngaa paanga ki te whenua, me ngaa huanga i mana ai i te Kaitiaki Maaori.

7.65 Atu i ngaa whenua o ngaa whenua raahui o te Taihauaauru (West Coast Reserves), i ngahorohoro haere ngaa whenua e toe mai ana ki Ngaa Rauru Kiitahi, ka take kee atu. Riro herea atu ngaa whenua i raro i ngaa ture "public works".

7.66 E whakahuatia ana too Ngaa Rauru Kiitahi kua kaha taamia ki ngaa ngahuetanga hooranga mai a ngaa ture, araa, peenei i te New Zealand Settlements Act 1863, the Native Lands Act



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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.

#### TE RAUTAU TAAHURI MAI

- 7.67 Ko ngaa kereeme ki te Taraipiunara o Waitangi i raro i te Ture moo te Tiriti o Waitangi 1975, he mea ahu mai i ngaa mahi a te Karauna i te rautau 19, 20 hoki. Ahakoa moo te whenua te take, kua paakia hokitia te mana motuhake o Ngaa Rauru Kiiitahi ki ngaa ture, ki nga kaupapa a tauwiwi. E uu tonu ana a Ngaa Rauru Kiiitahi kua piro ngaa weu e ono aana i ngaa kaupeehi a te Kaauna me ngaa rerenga o te rautau 20. Koia i taupaa ai te iwi ki ngaa hua aa takitahi, aa roopu raanei i whakakitea e te Taraipiunara. Ki too Ngaa Rauru Kiiitahi titiro, kua whakaheke te mana motuhake ki ngaa huinga wairua, ki ngaa tikanga tuku iho hei mea whakatangata maa te iwi. Ko taa te iwi titiro ki te mahi hauora, ki te take maatauranga, tee aro atu te Karauna te whaangai kia rite tahi taa te Maaori ki taa ngaa huanga i riro ki taangata kee. Kaaore hoki te Karauna i anga atu ki te whakamana i te reo Maaori hei reo aa-motu hei taonga. Koia i take korē mai te hiahia ki te ako, ka uaua te whai i te reo. Nei naa ngaa amuamu kua mau ki te rae, ki te rau hoki o Taane Mahuta, e whaia nei e ngaa kaikereeme o Ngaa Rauru Kiiitahi ki te Taraipiunara o Waitangi hei whakaaraara, hei taanga manawa, hei whakataunga maa te Karauna.

## 8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

### ACKNOWLEDGEMENTS

- 8.1 The Crown acknowledges that the cumulative effect of its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles outlined below has contributed to the dismantling of Ngaa Raurutanga, and the loss of Ngaa Rauru Kiitahi land, language, and social structures. This has affected the economic capacity and physical, cultural and spiritual well-being of Ngaa Rauru Kiitahi throughout the nineteenth and twentieth centuries. The Crown acknowledges that it has failed to adequately recognise and respect Ngaa Raurutanga in breach of its obligations guaranteeing Ngaa Rauru Kiitahi the exercise of rangatiratanga under Article Two of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 8.2 The Crown acknowledges that:
- 8.2.1 Crown purchasing, such as the Waitotara purchase that commenced in 1859, created tensions that contributed to the continuation of the Taranaki wars in which Ngaa Rauru Kiitahi participated;
  - 8.2.2 the continuation of the Waitotara purchase during a time of war was not appropriate and exacerbated divisions within Ngaa Rauru Kiitahi; and
  - 8.2.3 because of the circumstances prevailing in Taranaki between 1859 and 1863 elements of the Waitotara purchase constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.3 The Crown acknowledges that:
- 8.3.1 it proclaimed martial law in Taranaki in 1860 and that later in 1864-1865 it launched an offensive in south Taranaki;
  - 8.3.2 Ngaa Rauru Kiitahi suffered loss of life during the wars, including the lives of unarmed children killed by government militia at Handley's Woolshed in an unprovoked attack;
  - 8.3.3 Ngaa Rauru Kiitahi 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;
  - 8.3.4 during the wars those Ngaa Rauru Kiitahi who were driven off their land had to rely on the goodwill of other iwi for refuge;
  - 8.3.5 Ngaa Uki o Ngaa Rauru Kiitahi 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;
  - 8.3.6 its treatment of Ngaa Rauru Kiitahi taken prisoner during the wars of the 1860s, such as those who were at Weraroa in 1865, resulted in hardships for those

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

imprisoned and their whanau and hapuu and that these hardships were suffered again in 1879-1880; and

- 8.3.7 the wars constituted an injustice and were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.4 The Crown acknowledges that:
- 8.4.1 it acted unfairly in labelling some Ngaa Rauru Kiitahi as rebels, which had detrimental consequences for the whole iwi whose land was confiscated as a result;
- 8.4.2 the confiscation was indiscriminate in extent and application;
- 8.4.3 as a result of the confiscation in 1865, Ngaa Rauru Kiitahi was dispossessed of land and resources and unable to exercise Ngaa Raurutanga over them, which had a devastating effect on the economic development and the social and cultural wellbeing of Ngaa Rauru Kiitahi;
- 8.4.4 the prejudicial effect of the confiscation was compounded by the inadequacies in the Compensation Court process, by which reserves were to be granted to Ngaa Rauru Kiitahi;
- 8.4.5 delays in the implementation of the Compensation Court awards and systematic Crown acquisition of Ngaa Rauru Kiitahi interests meant that ultimately Ngaa Rauru Kiitahi received only 3,000 of the 17,000 acres granted to south Taranaki Maori by the Compensation Court;
- 8.4.6 when land was finally returned, Ngaa Rauru Kiitahi found that its customary title to this land had been compulsorily extinguished by the Crown's confiscation, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- 8.4.7 the confiscation was unjust, compulsorily extinguished Ngaa Rauru Kiitahi customary title to land and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.5 The Crown acknowledges that the treatment of those Ngaa Rauru Kiitahi and Taranaki Maori imprisoned and exiled as a result of the passive resistance campaign from 1879 to 1880 deprived those people of basic human rights, inflicted unwarranted hardships on them and their whanau and hapuu, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.6 The Crown acknowledges that:
- 8.6.1 the West Coast Commissions were inadequate in their scope and did not address the injustices perpetrated by the confiscations;
- 8.6.2 the reserves formalised by the Commissions were not sufficient for the ongoing needs of Ngaa Rauru Kiitahi within the confiscation boundary;

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### 8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

- 8.6.3 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:
- (a) have ultimately deprived Ngaa Rauru Kiitahi hapuu of the control and ownership of the minimal land set aside for them; and
  - (b) considered cumulatively, were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.7 The Crown acknowledges that:
- 8.7.1 some Crown policies relating to Maori land have had a prejudicial effect on those Ngaa Rauru Kiitahi who wished to retain their land and diminished their ability to exercise Ngaa Raurutanga over that land;
  - 8.7.2 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 protection of Ngaa Rauru Kiitahi as kaitiaki;
  - 8.7.3 the people of Taranaki and New Zealand generally have benefited from the land and other resources confiscated and otherwise alienated from Ngaa Rauru Kiitahi, while the cumulative effect of the Crown's actions has been to leave Ngaa Rauru Kiitahi virtually landless; and
  - 8.7.4 the Crown has failed to ensure that sufficient land was retained by Ngaa Rauru Kiitahi for their present and future needs and this failure was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.8 The Crown acknowledges that Ngaa Rauru Kiitahi has 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 Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. Ngaa Rauru Kiitahi has sought redress for its grievances for the last 150 years and, despite efforts made in the twentieth century, the Crown has failed to deal with the grievances of Ngaa Rauru Kiitahi and its breaches of Te Tiriti o Waitangi/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 Ngaa Rauru Kiitahi remains today.

### APOLOGY

- 8.9 The Crown apologises to Ngaa Rauru Kiitahi, to their ancestors, to their descendants, to Ngaa Uki o Ngaa Rauru Kiitahi.
- 8.10 The Crown profoundly regrets, and unreservedly apologises to Ngaa Rauru Kiitahi for its actions during the Taranaki wars, the destructive and demoralising effects of these actions on Ngaa Rauru Kiitahi, and loss of life during the wars.

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

### 8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

- 8.11 The Crown profoundly regrets, and unreservedly apologises for, the confiscation of Ngaa Rauru Kiitahi land, which was unconscionable.
- 8.12 The Crown profoundly regrets, and unreservedly apologises to Ngaa Rauru Kiitahi for, the cumulative effects of its actions and omissions, which have undermined Ngaa Raurutanga. These effects have also had a devastating impact on their economy, development and social structure, and have resulted in the virtual iandlessness of Ngaa Rauru Kiitahi. The suffering and hardship caused to Ngaa Rauru Kiitahi over the generations has continued to the present day.
- 8.13 The Crown profoundly regrets its failure to acknowledge the mana and Ngaa Raurutanga of Ngaa Rauru Kiitahi.
- 8.14 The Crown profoundly regrets and apologises to Ngaa Rauru Kiitahi for the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles as acknowledged above.
- 8.15 Accordingly, the Crown seeks to atone for these wrongs and build a stronger relationship with Ngaa Rauru Kiitahi based on Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### WHAKAPAAHA

- 8.9 E tuku whakapaaha ana te Karauna ki a Ngaa Rauru Kiitahi, ki oo raatou tuupuna, ki oo raatou uri whakaheke, ki ngaa Uki o Ngaa Rauru Kiitahi hoki.
- 8.10 E tino pouuri ana, e tuku whakapaaha herekore ana te Karauna ki a Ngaa Rauru Kiitahi moo aana mahi i te waa o ngaa pakanga ki Taranaki, moo te orotaa, moo te mamae i paa mai ki a Ngaa Rauru Kiitahi, taapiri atu ko eeraa i mate i te waa o ngaa pakanga.
- 8.11 E tino pouuri ana, e tuku whakapaaha herekore ana te Karauna, moo tana raupatu i ngaa whenua o Ngaa Rauru Kiitahi, he mahi moorikarika.
- 8.12 E tino pouuri ana, e tuku whakapaaha herekore ana te Karauna ki a Ngaa Rauru Kiitahi, moo ngaa putanga i hua mai i aana mahi me ngaa mahi kaaore i mahia e ia aa, ko te hua o eenei, ko te whakaruhinga o te Ngaa Raurutanga. I paa mai te kino ki te oohanga, te whanaketanga me te pai o te haporı o Ngaa Rauru Kiitahi me te aha, kua noho tata whenua kore te iwi. Kei te rongo tonu ngaa whakatupuranga o eenei raa i ngaa mamae me ngaa taumahatanga i utaina ki runga i a Ngaa Rauru Kiitahi.
- 8.13 E tino pouuri ana te Karauna moo tana kore aro ki te mana, ki te Ngaa Raurutanga o Ngaa Rauru Kiitahi.
- 8.14 E tino pouuri ana, e tuku whakapaaha herekore ana te Karauna ki a Ngaa Rauru Kiitahi moo ana takahitanga e raarangi nei i runga ake o te Tiriti o Waitangi me oona maataapono.
- 8.15 Naa reira e ngana ana te Karauna ki te whakatika i oona hee, ki te whakatuu i teetahi hononga kaha ake ki a Ngaa Rauru Kiitahi i runga hoki i te Tiriti o Waitangi me oona maataapono.

## 9: RELATIONSHIPS

### STRATEGIC ALLIANCES BETWEEN NGAA RAURU KIITAHİ AND THE CROWN

#### 9.1 Ngaa Rauru Kiitahi and the Crown:

##### **Ongoing relationship**

9.1.1 acknowledge the ongoing relationship between Ngaa Rauru Kiitahi and the Crown;

##### **Strategic alliances**

9.1.2 acknowledge that the establishment of strategic alliances between Ngaa Rauru Kiitahi and the Crown is:

- (a) a critical component of the strategy of Ngaa Rauru Kiitahi to revitalise Ngaa Raurutanga; and
- (b) a means to assist the Crown to recognise and respect Ngaa Raurutanga;

##### **Paepae Rangatira**

9.1.3 agree that the Governance Entity and the Crown must, by or on the Settlement Date, enter into an accord in the form set out in Part 1 of the Relationships Schedule (the "**Paepae Rangatira Accord**") providing for the establishment of a paepae rangatira between Ngaa Rauru Kiitahi and the Crown on the basis provided in the Paepae Rangatira Accord and that is constituted by meetings between the Governance Entity and the Crown to discuss:

- (a) the health of Te Tiriti o Waitangi/the Treaty of Waitangi relationship between Ngaa Rauru Kiitahi and the Crown; and
- (b) issues of importance to both Ngaa Rauru Kiitahi and the Crown;

9.1.4 agree that the provisions of the Paepae Rangatira Accord do not limit:

- (a) the ability of the Crown:
  - (i) to, in accordance with the law and government policy, perform its functions and duties and exercise its powers, including its power to introduce legislation and change government policy; or
  - (ii) to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau or representative of tangata whenua;
- (b) the responsibilities of Ministers or Departments; or
- (c) the legal rights of Ngaa Rauru Kiitahi or a Representative Entity; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

9.1.5 agree that a breach of the Paepae Rangatira Accord by either party to it is not a breach of this Deed.

#### **Paepae Whakapakari**

9.2 Ngaa Rauru Kiitahi:

9.2.1 acknowledges that on 13 February 2003 the Minister in Charge of Treaty of Waitangi Negotiations wrote to the Ministers of Social Development, Economic Development and Maori Affairs to:

- (a) outline the nature of the request made by Ngaa Rauru Kiitahi to establish a paepae whakapakari; and
- (b) encourage each Minister to request the chief executive of his or her Department to meet with the Governance Entity to discuss issues of importance to both Ngaa Rauru Kiitahi and the Crown; and

9.2.2 notes that the Minister in Charge of Treaty of Waitangi Negotiations has advised the Nga Rauru Iwi Authority of the responses from the Ministers to that request by Ngaa Rauru Kiitahi.

### PROTOCOLS AND INPUT TO GOVERNMENT

#### **Issue of Protocols**

9.3 The Crown must, by or on the Settlement Date, issue to the Governance Entity the protocols:

9.3.1 described in clauses 9.4 to 9.15; and

9.3.2 signed in each case by the responsible Minister.

#### **DOC Protocol**

9.4 The Minister of Conservation must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

9.4.1 sets out how the Department of Conservation will interact with the Governance Entity in relation to the matters specified in that Protocol;

9.4.2 provides for input by Ngaa Rauru Kiitahi into certain processes of the Department of Conservation in relation to the matters specified in that Protocol; and

9.4.3 is as set out in Part 2 of the Relationships Schedule.

9.5 The Settlement Legislation will provide that:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

- 9.5.1 the existence of the DOC Protocol, together with a summary of the terms of the Protocol, must be noted in the Conservation Documents that affect the DOC Protocol Area;
- 9.5.2 the noting of the DOC Protocol:
- (a) is for the purpose of public notice only; and
  - (b) is not an amendment to a Conservation Document for the purposes of section 171 of the Conservation Act or section 46 of the National Parks Act; and
- 9.5.3 the DOC Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, land held, managed or administered, or flora or fauna managed or administered, under the Conservation Legislation.
- 9.6 The DOC Protocol:
- 9.6.1 is consistent with section 4 of the Conservation Act;
- 9.6.2 does not override or diminish:
- (a) the requirements of the Conservation Legislation;
  - (b) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or
  - (c) the rights of Ngaa Rauru Kiiitahi, or a Representative Entity, under that legislation.

#### **Fisheries Protocol**

- 9.7 The Minister of Fisheries must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 9.7.1 sets out how the Ministry of Fisheries will interact with the Governance Entity in relation to the matters specified in that Protocol;
- 9.7.2 provides for input by Ngaa Rauru Kiiitahi into certain processes of the Ministry of Fisheries in relation to the matters specified in that Protocol; and
- 9.7.3 is as set out in Part 2 of the Relationships Schedule.
- 9.8 The Settlement Legislation will provide that:
- 9.8.1 the existence of the Fisheries Protocol, together with a summary of the terms of the Protocol, must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act 1996) that affect the Fisheries Protocol Area;



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

9.8.2 the noting of the Fisheries Protocol:

- (a) is for the purposes of public notice only; and
- (b) is not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996; and

9.8.3 the Fisheries Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, assets or other property rights held, managed or administered under the Fisheries Legislation and/or the Treaty of Waitangi (Fisheries Claims) Settlement Act (including fish, aquatic life and seaweed).

9.9 The Fisheries Protocol does not override or diminish:

9.9.1 the requirements of the Fisheries Legislation;

9.9.2 the functions and powers of the Minister of Fisheries, or the Ministry of Fisheries, under that legislation; or

9.9.3 the rights of Ngaa Rauru Kiiitahi, or a Representative Entity, under that legislation.

#### **MED Protocol**

9.10 The Minister of Energy must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

9.10.1 sets out how the Ministry of Economic Development will interact with the Governance Entity in relation to the matters specified in that Protocol;

9.10.2 provides for input by Ngaa Rauru Kiiitahi into certain processes of the Ministry of Economic Development in relation to the matters specified in that Protocol; and

9.10.3 is as set out in Part 2 of the Relationships Schedule.

9.11 The Settlement Legislation will provide that:

9.11.1 the existence of the MED Protocol, together with a summary of the terms of the Protocol, must, when minerals programmes (as defined in section 2(1) of the Crown Minerals Act) that affect the MED Protocol Area are replaced, be noted in the replacement programme;

9.11.2 the noting of the MED Protocol is for the purpose of public notice only; and

9.11.3 the MED Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, any Crown Owned Mineral.

9.12 The MED Protocol:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

9.12.1 is consistent with section 4 of the Crown Minerals Act; and

9.12.2 does not override or diminish:

- (a) the requirements of that Act;
- (b) the functions and powers of the Minister of Energy, or the Ministry of Economic Development, under that Act; or
- (c) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that Act.

#### **Antiquities Protocol**

9.13 The Minister for Arts, Culture and Heritage must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

9.13.1 sets out how the Ministry for Culture and Heritage will interact with the Governance Entity in relation to the matters specified in that Protocol;

9.13.2 provides for input by Ngaa Rauru Kiitahi into certain processes of the Ministry of Culture and Heritage in relation to the matters specified in that Protocol; and

9.13.3 is as set out in Part 2 of the Relationships Schedule.

9.14 The Settlement Legislation will provide that the Antiquities Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, Antiquities or Artifacts.

9.15 The Antiquities Protocol does not override or diminish:

9.15.1 the requirements of the Antiquities Act;

9.15.2 the functions and powers of the Minister for Arts, Culture and Heritage, or the Ministry for Culture and Heritage, under that Act; or

9.15.3 the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that Act.

#### **PROVISIONS RELATING TO PROTOCOLS**

##### **The Settlement Legislation in relation to Protocols**

9.16 The Settlement Legislation will provide that:

##### ***Authority to issue, amend or cancel Protocols***

9.16.1 the responsible Minister may issue a Protocol as set out in the Cultural Redress Schedule and may amend or cancel that Protocol;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

9.16.2 a Protocol may be amended or cancelled at the initiative of:

- (a) the Governance Entity; or
- (b) the responsible Minister;

9.16.3 the responsible Minister may amend or cancel the Protocol only after consulting with, and having particular regard to the views of, the Governance Entity;

#### ***Protocols subject to rights and obligations***

9.16.4 the Protocols will not restrict:

- (a) the ability of the Crown to perform its functions and duties, and exercise its powers, in accordance with the law and government policy which includes the ability to introduce legislation and change government policy;
- (b) the responsibilities of the responsible Minister or Department; or
- (c) the legal rights of Ngaa Rauru Kiitahi or a Representative Entity;

#### ***Enforcement of Protocols***

9.16.5 the Crown must comply with a Protocol while it is in force;

9.16.6 if the Crown fails, without good cause, to comply with a Protocol, the Governance Entity may, subject to the Crown Proceedings Act, enforce the Protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs related to the bringing of the enforcement proceedings awarded by a Court); and

9.16.7 clauses 9.16.5 and 9.16.6 do not apply to any guidelines developed in relation to a Protocol.

#### **Breach of Protocols not breach of Deed**

9.17 A failure by the Crown to comply with a Protocol is not a breach of this Deed.

#### **Protocols not to affect ability of Crown to interact**

9.18 The Protocols will not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau, or other representative of tangata whenua.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

#### ADVISORY COMMITTEES TO MINISTERS

##### Appointment under the Conservation Act

9.19 The Minister of Conservation must:

9.19.1 appoint the Governance Entity, from the Settlement Date, as an advisory committee under section 56 of the Conservation Act (the "**Ngaa Rauru Kiiitahi Conservation Advisory Committee**"); and

9.19.2 have regard to the advice of the Ngaa Rauru Kiiitahi Conservation Advisory Committee on matters concerning the management and conservation by the Department of Conservation of riparian planting on marginal strips, freshwater fisheries, and indigenous flora and rongoaa, on land administered by the Department within the DOC Protocol Area.

9.20 Following the appointment of the Ngaa Rauru Kiiitahi Conservation Advisory Committee, the Department of Conservation must:

9.20.1 discuss the matters referred to in clause 9.19.2 with the Governance Entity at the six-monthly meetings and annual hui referred to in clause 5.1.2 of the DOC Protocol to the extent necessary to inform the Governance Entity of those matters; and

9.20.2 if the DOC Protocol is cancelled, or amended to the extent that the matters on which the Advisory Committee will advise the Minister of Conservation are no longer covered by the Protocol, continue to hold the six monthly meetings referred to in clause 9.20.1 to the extent necessary to inform the Governance Entity of the matters referred to in clause 9.19.2, despite the cancellation or amendment of the DOC Protocol by the Minister of Conservation.

##### Appointment under the Ministry of Agriculture & Fisheries Restructuring Act

9.21 The Minister of Fisheries must:

9.21.1 appoint the Governance Entity, from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act (the "**Ngaa Rauru Kiiitahi Fisheries Advisory Committee**") to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Legislation within the Fisheries Protocol Area;

9.21.2 consider the advice of the Ngaa Rauru Kiiitahi Fisheries Advisory Committee; and

9.21.3 in considering that advice, recognise and provide for the customary non-commercial interests of Ngaa Rauru Kiiitahi in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within the Fisheries Protocol Area.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

#### MONITORING THE PROVISIONS OF THE RESOURCE MANAGEMENT ACT

9.22 The Crown must:

- 9.22.1 as soon as reasonably practicable after the Settlement Date, give the Governance Entity an opportunity to express to the Ministry for the Environment the views of Ngaa Rauru Kiitahi on how Te Tiriti o Waitangi/the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act are being implemented in the Area of Interest; and
- 9.22.2 after the Settlement Date, through the Ministry for the Environment, monitor (on behalf of the Minister for the Environment in accordance with the functions of that Minister under section 24 of the Resource Management Act) the performance of local government in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act in the Area of Interest.

#### MEMORANDA OF UNDERSTANDING WITH LOCAL GOVERNMENT

9.23 Ngaa Rauru Kiitahi acknowledges that the Minister in Charge of Treaty of Waitangi Negotiations, the Minister for the Environment and 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:

- 9.23.1 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 Ngaa Rauru Kiitahi;
- 9.23.2 encouraging discussion between each council and the Governance Entity concerning the council's processes in relation to the naming and renaming of streets and other place names that the council has authority to undertake;
- 9.23.3 in the case of the South Taranaki District Council, noting:
- (a) the significance of the Nukumarū Recreation Reserve to Ngaa Rauru Kiitahi;
  - (b) the Crown's intention to vest approximately 100 hectares of that reserve in the Governance Entity under clauses 10.2 to 10.4;
  - (c) the Crown's intention to grant a Statutory Acknowledgement over the remainder of Nukumarū Recreation Reserve; and
  - (d) the desire of Ngaa Rauru Kiitahi to be involved in the future management of that reserve;
- 9.23.4 in the case of the Wanganui District Council, encouraging discussions between that council and the Nga Rauru Iwi Authority or the Governance Entity in relation to the name of the town of Maxwell; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 9: RELATIONSHIPS

9.23.5 in the case of the South Taranaki District Council encouraging it to commence a process for changing the name of Waverley Domain to Weraroa Domain.

#### MEMORANDA OF UNDERSTANDING WITH OTHER AGENCIES

9.24 Ngaa Rauru Kiitahi acknowledges that:

##### ***Taranaki/Whanganui Conservation Board***

9.24.1 the Minister of Conservation has written to the Taranaki/Whanganui Conservation Board encouraging the board to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning the exchange of information;

##### ***Taranaki Fish and Game Council***

9.24.2 the Minister of Conservation has written to the Taranaki Fish and Game Council encouraging the council to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning matters of common interest (such as habitat management); and

##### ***New Zealand Historic Places Trust***

9.24.3 the Minister in Charge of Treaty of Waitangi Negotiations and the Minister for Arts, Culture and Heritage have written to the New Zealand Historic Places Trust encouraging the Trust to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning the exchange of information.

## 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

### VESTING OF CULTURAL REDRESS PROPERTIES

#### Interpretation

10.1 The Settlement Legislation will provide that each of the following sites (being the Cultural Redress Properties) means the land described by that term in Part 1 of the Cultural Redress Schedule:

- Nukumarū Site;
- Puau Site;
- Waiinu Beach Site;
- Bed of Lake Moumahaki; and
- Rehu Village Site.

#### Nukumarū Site

10.2 The Settlement Legislation will provide that:

- 10.2.1 the road between points "X" and "Y" as shown on SO 314750 is stopped;
- 10.2.2 any part or parts of the stopped road above the mark of mean high water springs of the sea:
- (a) are vested in the Crown as recreation reserve subject to section 17 of the Reserves Act; and
  - (b) form part of the Nukumarū Site;
- 10.2.3 the reservation under the Reserves Act over the Nukumarū Site is revoked;
- 10.2.4 on revocation of the reserve status of the Nukumarū Site, that site vests in the Crown as Crown land and becomes subject to section 82 of the Reserves Act before it vests in the Governance Entity;
- 10.2.5 the fee simple estate in the Nukumarū Site vests in the Governance Entity;
- 10.2.6 to avoid doubt section 345(3) of the Local Government Act 1974 does not apply in relation to the stopping of the road under clause 10.2.1;
- 10.2.7 the vesting in the Governance Entity of the fee simple estate in the Nukumarū Site is a disposition for the purposes of Part IVA (Marginal Strips) of the Conservation Act, but:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (a) the marginal strip arising under section 24 of that Act in relation to the disposition is reduced to a marginal strip of 15 metres wide between the points "A" and "B" on SO 314750; and
  - (b) sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;
- 10.2.8 each grazing lease noted as an Encumbrance in relation to the Nukumarū Site in Part 1 of the Cultural Redress Schedule (the "**Nukumarū Encumbrances**") binds successors in title to the Nukumarū Site until the expiry or termination of that Encumbrance, whichever is the earlier;
- 10.2.9 upon the creation of the computer freehold register for the Nukumarū Site, the Registrar-General of Land must note that the register is subject to clause 10.2.8; and
- 10.2.10 subject to clause 10.2.11, the Registrar-General of Land must remove the note made under clause 10.2.9 from the computer freehold register on receipt of a written request from the registered proprietor of the Nukumarū Site; and
- 10.2.11 any request made under clause 10.2.10 before 1 April 2015 must include evidence demonstrating that every Nukumarū Encumbrance has been terminated.
- 10.3 The Crown must sign and provide to the Governance Entity, by or on the Settlement Date, an easement on the terms and conditions set out in Part 1 of the Cultural Redress Schedule (ensuring the Governance Entity has access to the Nukumarū Site over the Nukumarū Recreation Reserve (the "**Nukumarū Easement**")).
- 10.4 The Settlement Legislation will:
  - 10.4.1 enable the Crown to grant the Nukumarū Easement;
  - 10.4.2 provide that:
    - (a) nothing in Part IIIB of the Conservation Act applies to the Nukumarū Easement;
    - (b) the Nukumarū Easement is enforceable in accordance with its terms ;
    - (c) despite the provisions of the Land Transfer Act, the Registrar-General of Land must, on written application by the Minister of Conservation, register the Nukumarū Easement by creating a computer interest register for the Nukumarū Easement; and
    - (d) upon creation of the computer interest register for the Nukumarū Easement, that easement must be treated for all purposes, including subsequent dealings, as if it had been created under the Land Transfer Act.



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

#### **Puau Site and Waiinu Beach Site**

10.5 The Settlement Legislation will provide that:

- 10.5.1 the Puau Site ceases to be a conservation area under the Conservation Act;
- 10.5.2 the Waiinu Beach Site ceases to be a conservation area under the Conservation Act;
- 10.5.3 the fee simple estate in the Puau Site and in the Waiinu Beach Site vests in the Governance Entity; and
- 10.5.4 the vesting in the Governance Entity of the fee simple estate in the Puau Site and in the Waiinu Beach Site are dispositions for the purposes of Part IVA (Marginal Strips) of the Conservation Act, but sections 24(2A), 24A and 24AA of that Act do not apply to those dispositions.

#### **Bed of Lake Moumahaki**

10.6 The Settlement Legislation will provide that:

- 10.6.1 the fee simple estate in the Bed of Lake Moumahaki vests in the Governance Entity;
- 10.6.2 Part IVA (Marginal Strips) of the Conservation Act does not apply to the vesting of the Bed of Lake Moumahaki in the Governance Entity; and
- 10.6.3 despite the vesting of the fee simple estate in the Bed of Lake Moumahaki in the Governance Entity under clause 10.6.1:
  - (a) any lawful right of access to or use of the Bed of Lake Moumahaki remains unaffected;
  - (b) members of the public may carry out recreational activities on Lake Moumahaki; and
  - (c) the Governance Entity must not interfere with a member of the public carrying out a recreational activity on Lake Moumahaki;
- 10.6.4 a recreational activity under clause 10.6.3:
  - (a) includes swimming, boating, water-skiing, fishing and duck shooting;
  - (b) must not be an activity that has been made unlawful by or under any legislation;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (c) that is subject to the member of the public having a licence or permit required by or under legislation to authorise that recreational activity, must be carried on under and in accordance with such a licence or permit;
- (d) does not include any recreational activity that involves:
  - (i) attaching a fixture to the Bed of Lake Moumahaki; or
  - (ii) a risk of a significant adverse effect to the Bed of Lake Moumahaki; and
- (e) does not include any activity forbidden by, and must be carried out in accordance with, any regulations made by the Governor-General by Order in Council;

10.6.5 a recreational activity on Lake Moumahaki under clause 10.6.3 includes a recreational activity in or over Lake Moumahaki;

10.6.6 the vesting of the Bed of Lake Moumahaki in the Governance Entity under clause 10.6.1 does not give any rights, or impose any obligations on, the Governance Entity in relation to:

- (a) the waters of Lake Moumahaki; or
- (b) the aquatic life of Lake Moumahaki (other than plants attached to the Bed of Lake Moumahaki);

10.6.7 the boundary of the Bed of Lake Moumahaki will be a moveable natural boundary as defined by the mean high water level of the lake; and

10.6.8 if:

- (a) any future changes in the position of the mean high water level are sudden or caused by unnatural means, those changes will not alter the position of the boundary of the Bed of Lake Moumahaki; and
- (b) the position of the mean high water level changes gradually and imperceptibly over a period of time, the normal rules of accretion and erosion shall apply.

#### Rehu Village Site

10.7 Clause 10.8 applies if, within 12 months after the Date of this Deed:

10.7.1 the Governance Entity and Te Runanga o Ngati Ruanui Trust approve a legal entity (the "**Approved Transferee**") to receive the Rehu Village Site under the Settlement Legislation;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

10.7.2 the Governance Entity, Te Runanga o Ngati Ruanui Trust and the Approved Transferee:

- (a) Notify the Minister in Charge of Treaty of Waitangi Negotiations that:
  - (i) the Governance Entity and Te Runanga o Ngati Ruanui Trust have approved the Approved Transferee to receive the Rehu Village Site under the Settlement Legislation; and
  - (ii) the Governance Entity, Te Runanga o Ngati Ruanui Trust and the Approved Transferee accept the provisions relating to the vesting of the Rehu Village Site in the Approved Transferee as provided by this Deed;
- (b) agree with Trustpower Limited the terms and conditions of an easement in favour of Trustpower Limited over the Rehu Village Site (such easement to be substantially on the terms and conditions set out in Part 1 of the Cultural Redress Schedule).

10.8 If this clause applies, the Settlement Legislation will provide that:

- 10.8.1 the Rehu Village Site ceases to be a conservation area under the Conservation Act;
- 10.8.2 the fee simple estate in the Rehu Village Site vests in the Approved Transferee;
- 10.8.3 Part IVA (Marginal Strips) of the Conservation Act does not apply to the vesting of the Rehu Village Site in the Approved Transferee; and
- 10.8.4 clauses 10.8.1 and 10.8.2 are subject to the Approved Transferee signing and providing to the Crown, by or on the Settlement Date, an easement in favour of Trustpower Limited over the Rehu Village Site on the terms and conditions agreed with Trustpower Limited under clause 10.7.2(b).

### PROVISIONS RELATING TO VESTING OF CULTURAL REDRESS PROPERTIES

#### Interpretation

10.9 In this Part, unless the context requires otherwise:

- 10.9.1 "Transferee" means the Governance Entity and the Approved Transferee; and
- 10.9.2 "Land Holding Agency" means the Department that holds the relevant Cultural Redress Property.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

#### **Crown to maintain in current state and condition**

10.10 The Crown must, between the Date of this Deed and the Settlement Date, maintain and administer the Cultural Redress Properties (other than those which are not administered by the Crown):

10.10.1 in substantially the same condition as they are in at the Date of the Deed (subject to events beyond the control of the Crown); and

10.10.2 in accordance with the Crown's existing management and administration practices for those properties.

10.11 Subject to the Crown complying with clause 10.10, Ngaa Rauru Kiiitahi will have no recourse or claim against the Crown in relation to the state and/or condition of any Cultural Redress Property.

#### **Warranty in relation to Disclosure Information**

10.12 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information is all the material information that relates to the Cultural Redress Properties contained in the Crown's records as owner.

#### **No other warranties**

10.13 Other than as provided in clause 10.12, the Crown gives no representation or warranty (whether express or implied) with respect to:

10.13.1 the physical condition of the Cultural Redress Properties;

10.13.2 the completeness or accuracy of the Disclosure Information;

10.13.3 the compliance of the Cultural Redress Properties with:

(a) any legislation including by-laws; or

(b) any obligations, or the exercise of any powers or rights, under legislation including by-laws (including any enforcement or other notice, requisition or proceeding issued under any code by any authority); or

10.13.4 any other matter relating to the ownership, occupation, use or management of the Cultural Redress Properties.

#### **Ability of Ngaa Rauru Kiiitahi to inspect**

10.14 Ngaa Rauru Kiiitahi acknowledges that (although the Crown is not giving any representation or warranty in relation to the Cultural Redress Properties other than as provided in clause 10.12) Ngaa Rauru Kiiitahi had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

10.14.1 inspect the Cultural Redress Properties; and

10.14.2 determine the state and condition of the Cultural Redress Properties.

#### **Access**

10.15 The Crown will not make formal arrangements for access by Ngaa Rauru Kiitahi or a Transferee to the Cultural Redress Properties following their vesting in a Transferee except as provided for in clause 10.3.

#### **Survey**

10.16 Where the boundaries of a Cultural Redress Property have not been determined, the Crown will arrange for:

10.16.1 the property to be surveyed; and

10.16.2 a survey plan to be prepared and approved by Land Information New Zealand (and, where applicable, deposited).

#### **Costs**

10.17 The Crown will pay survey and registration costs, and other costs agreed by the Crown and Ngaa Rauru Kiitahi, required to vest the Cultural Redress Properties in a Transferee.

#### **Settlement Legislation in relation to Cultural Redress Properties**

10.18 The Settlement Legislation will provide:

##### ***Settlement Date***

10.18.1 that each Cultural Redress Property will vest in the relevant Transferee on the Settlement Date;

##### ***Encumbrances***

10.18.2 that the vesting of each Cultural Redress Property in a Transferee is subject to any Encumbrances in relation to that Cultural Redress Property set out in Part 1 of the Cultural Redress Schedule;

##### ***Title to Cultural Redress Properties***

10.18.3 for the matters set out in clauses 10.18.4 to 10.18.6 to give effect to each vesting of the fee simple estate in a Cultural Redress Property under this Part 10;



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

#### *Existing title*

- 10.18.4 that where the land that forms all or part of the Cultural Redress Property is all of the land contained in an existing certificate of title or computer freehold register, the Registrar-General of Land must on written application by any person authorised by the Chief Executive of the Land Holding Agency:
- (a) register the appropriate Transferee as the proprietor of the fee simple estate in that land; and
  - (b) make such entries in the register and generally do all things that may be necessary to give effect to this Part 10;

#### *Issue of title*

- 10.18.5 that where clause 10.18.4 does not apply, the Registrar-General of Land must, on written application by any person authorised by the Chief Executive of the Land Holding Agency (and after completion of survey (if any) as may be necessary), create, in accordance with that application, one or more computer registers in the name of the appropriate Transferee for the fee simple estate in land that forms all or part of the Cultural Redress Property subject to and, where applicable, with the benefit of, any Encumbrances that are registrable or notifiable and are described on the written application;
- 10.18.6 that a computer freehold register or registers created on written application under clause 10.18.5 must be created as soon as reasonably practicable after the Settlement Date but no later than:
- (a) 24 months after the Cultural Redress Property vests in the Transferee; or
  - (b) such later date as may be agreed in writing by the Governance Entity and the Crown;

#### *Application of other enactments*

- 10.18.7 that sections 24 and 25 of the Reserves Act do not apply to a revocation under the Settlement Legislation of the reserve status of a Cultural Redress Property;
- 10.18.8 that section 11 and Part X of the Resource Management Act do not apply to:
- (a) the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation; or
  - (b) a matter incidental to, or required for the purpose of, that vesting;
- 10.18.9 that the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation does not:

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (a) limit section 10 or section 11 of the Crown Minerals Act; or
- (b) affect other rights to sub-surface minerals.

10.18.10 that the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this Deed in relation to a Cultural Redress Property; and

#### ***Other necessary provisions***

10.18.11 such other provisions as are necessary or desirable to give effect to clauses 10.1 to 10.17.

## 11: CULTURAL REDRESS: SITE-RELATED

### UKAIPO ENTITLEMENTS

#### Ukaipo Sites

- 11.1 The Settlement Legislation will provide for the granting by the Crown of Ukaipo Entitlements over the Ukaipo Sites which meet the criteria set out in clause 11.3.
- 11.2 **Ukaipo Site** means a site:
- 11.2.1 described in Part 2 of the Cultural Redress Schedule; or
  - 11.2.2 granted as a replacement site in accordance with the provisions of the Settlement Legislation giving effect to clause 11.9.3 or clause 11.10.3.
- 11.3 Each Ukaipo Site must be land:
- 11.3.1 which is owned by the Crown;
  - 11.3.2 which is not, and does not include, a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve, or any part of an unformed road (including a road reserve) within 20 metres of a Waterway;
  - 11.3.3 of up to 1 hectare and suitable for temporary occupation;
  - 11.3.4 situated sufficiently close to a Waterway to permit convenient access to the Waterway (normally land adjacent to a marginal strip, esplanade reserve or similar strip bordering the Waterway);
  - 11.3.5 to which practical and lawful access exists;
  - 11.3.6 where the existing practices and patterns of public use would not be unreasonably impaired by the granting of an Ukaipo Entitlement; and
  - 11.3.7 where the location of the Ukaipo Site will not unreasonably exclude public access to any Waterway.

#### Grant of Ukaipo Entitlements

- 11.4 The Settlement Legislation will provide that:

##### **Grant**

- 11.4.1 the Crown must grant to the Governance Entity an Ukaipo Entitlement over each Ukaipo Site;



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

#### *Purpose*

11.4.2 an Ukaipo Entitlement is granted to the Governance Entity for the purpose of permitting Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site temporarily, exclusively, and on a non-commercial basis:

(a) so as to have access to a Waterway for lawful fishing; and

(b) for the lawful gathering of other natural resources in the vicinity of the Ukaipo Site;

#### *Term and renewal*

11.4.3 the grant of an Ukaipo Entitlement must be for an initial term of 10 years beginning on the Settlement Date;

11.4.4 an Ukaipo Entitlement must, at the option of the Governance Entity, be renewed for further terms of 10 years unless the Ukaipo Entitlement is terminated under clauses 11.9 or 11.10;

#### *Terms and conditions*

11.4.5 the grant of an Ukaipo Entitlement must be made on the terms and conditions set out in Part 2 of the Cultural Redress Schedule (or as varied in accordance with clause 11.4.7);

11.4.6 if there is inconsistency between the provisions of the terms and conditions used for the Ukaipo Entitlement and the provisions of the Settlement Legislation, the provisions of the Settlement Legislation prevail;

#### *Variation of terms and conditions*

11.4.7 the terms and conditions of an Ukaipo Entitlement may be varied from those set out in Part 2 of the Cultural Redress Schedule by:

(a) the addition by the Land Holding Agent, at the time it is granted, of terms reasonably required by the Crown to protect and preserve:

(i) the Ukaipo Site;

(ii) the surrounding land; or

(iii) associated flora and fauna; or

(b) agreement between the Land Holding Agent and the Governance Entity;

11.4.8 any variation of the terms under clause 11.4.7 must:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- (a) be in writing; and
- (b) not be inconsistent with the provisions of clauses 11.4 to 11.13;

#### ***Notification of Ukaipo Entitlements***

- 11.4.9 the Land Holding Agent must notify the grant, renewal, or termination of an Ukaipo Entitlement in the *Gazette*; and
- 11.4.10 the Chief Executive of Land Information New Zealand must note in his or her records:
  - (a) the grant, renewal, or termination of an Ukaipo Entitlement; and
  - (b) the notice in the *Gazette* relating to the grant, renewal, or termination.

#### **Rights under Ukaipo Entitlements**

- 11.5 The Settlement Legislation will provide that:

#### ***Period of occupation of Ukaipo Sites***

- 11.5.1 the Governance Entity:
  - (a) may permit Ngaa Uki o Ngaa Rauru Kiiitahi to occupy an Ukaipo Site, to the exclusion of other persons, for any period or periods in a calendar year that do not exceed 210 days in total; but
  - (b) must not permit Ngaa Uki o Ngaa Rauru Kiiitahi to occupy an Ukaipo Site during the period beginning on 1 May and ending at the close of 15 August;

#### ***Right to erect camping shelters or temporary dwellings***

- 11.5.2 the Governance Entity:
  - (a) may permit Ngaa Uki o Ngaa Rauru Kiiitahi, while occupying an Ukaipo Site under an Ukaipo Entitlement, to erect camping shelters or similar temporary dwellings on the site; but
  - (b) must ensure the removal of any camping shelters or temporary dwellings erected on an Ukaipo Site when those Ngaa Uki o Ngaa Rauru Kiiitahi cease to occupy that Ukaipo Site.

#### ***Related activities on Ukaipo Sites***

- 11.5.3 clauses 11.5.4 to 11.5.7 apply subject to clauses 11.6.4 and 11.6.5;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- 11.5.4 the Governance Entity may, with the written consent of the Land Holding Agent, permit Ngaa Uki o Ngaa Rauru Kiitahi to undertake other activities on an Ukaipo Site that are reasonably necessary for the Ukaipo Entitlement to be used for the purpose set out in clause 11.4.2;
- 11.5.5 when applying for the Land Holding Agent's consent, the Governance Entity must provide to the Land Holding Agent full details of the proposed activities, including:
- (a) the effect of the proposed activities:
    - (i) on the Ukaipo Site; and
    - (ii) if the Ukaipo Site is held under Conservation Legislation, on the surrounding land and associated flora and fauna; and
  - (b) any measures that the Governance Entity proposes to take to avoid, remedy, or mitigate adverse effects;
- 11.5.6 if the Ukaipo Site is held under Conservation Legislation, the Land Holding Agent may, when considering whether to give his or her consent under clause 11.5.4, require that the Governance Entity provide at its expense:
- (a) an environmental impact report about the proposed activities; and
  - (b) an audit of that report;
- 11.5.7 the consent of the Land Holding Agent:
- (a) is at his or her complete discretion; and
  - (b) may be subject to any conditions he or she thinks fit (including, in relation to land held under Conservation Legislation, reasonable conditions to avoid, remedy, or mitigate adverse effects of the proposed activities on the Ukaipo Site, surrounding land or associated flora and fauna);

#### ***Governance Entity may enforce rights against other persons***

- 11.5.8 while Ngaa Uki o Ngaa Rauru Kiitahi are occupying an Ukaipo Site under an Ukaipo Entitlement, the Governance Entity may enforce its rights under the Ukaipo Entitlement against persons who are not parties to this Deed as if the Governance Entity were the owner of the Ukaipo Site; and

#### ***Crown liability***

- 11.5.9 if the Crown has complied with its obligations under an Ukaipo Entitlement, the Crown is not liable to compensate the Governance Entity (whether on termination of an Ukaipo Entitlement or at another time) for activities undertaken by the Governance Entity on the Ukaipo Site.

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

### 11: CULTURAL REDRESS: SITE-RELATED

#### Obligations relating to Ukaipo Entitlements

11.6 The Settlement Legislation will provide that:

##### *Condition of land when occupation ceases*

- 11.6.1 the Governance Entity must ensure that, when Ngaa Uki o Ngaa Rauru Kiitahi who have been permitted by the Governance Entity to occupy an Ukaipo Site under clause 11.5.1 cease to occupy that site, it is left in substantially the same condition as it was when they began occupying the site;
- 11.6.2 clause 11.6.1 does not apply to temporary effects normally associated with occupation of an Ukaipo Site under an Ukaipo Entitlement;

##### *Ukaipo Entitlements must not impede public access or official functions*

- 11.6.3 the grant and exercise of an Ukaipo Entitlement must not:
- (a) impede access by members of the public along a Waterway; or
  - (b) prevent agents of the Crown, or persons exercising statutory powers, from undertaking their functions in relation to the Ukaipo Site;

##### *Compliance with laws, bylaws, and land and water management practices*

- 11.6.4 the Governance Entity, Ngaa Uki o Ngaa Rauru Kiitahi permitted to occupy an Ukaipo site under clause 11.5.1, and activities carried out on that Ukaipo Site by them are subject to the laws, regulations, bylaws, and land and water management practices that apply to that Ukaipo Site;
- 11.6.5 the Governance Entity is subject to any requirement to apply for resource consents under the Resource Management Act for activities on an Ukaipo Site;
- 11.6.6 clause 11.6.5 does not limit clause 11.6.4;

##### *Payment of rates*

- 11.6.7 the Governance Entity must reimburse the person paying the rates for an Ukaipo Site for any rates payable under section 9 of the Local Government (Rating) Act in respect of an Ukaipo Site, in proportion to the period for which the Governance Entity is entitled to occupy the Ukaipo Site; and

##### *Rights of Governance Entity under Ukaipo Entitlements not assignable*

- 11.6.8 the Governance Entity may not assign its rights under an Ukaipo Entitlement.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT**

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**11: CULTURAL REDRESS: SITE-RELATED**

**Crown's exercise of rights in relation to an Ukaipo Site**

11.7 The Settlement Legislation will provide that:

***Carrying out of land and water management practices***

11.7.1 the Land Holding Agent, in carrying out land and water management practices that relate to an Ukaipo Site, must:

- (a) have regard to an Ukaipo Entitlement;
- (b) notify the Governance Entity of an activity that may affect the use by Ngaa Uki o Ngaa Rauru Kiitahi of the Ukaipo Site for the purpose set out in clause 11.4.2; and
- (c) avoid unreasonable disruption to the use of the Ukaipo Site by Ngaa Uki o Ngaa Rauru Kiitahi for the purpose set out in clause 11.4.2;

***Crown's obligations to provide access***

11.7.2 if an event described in clause 11.7.3 occurs during the term of an Ukaipo Entitlement, the Crown will use reasonable endeavours to ensure that the Governance Entity continues, for the rest of the term, to have the same type of access to the Ukaipo Site as it had before the event occurred;

11.7.3 the events are:

- (a) the disposal by the Crown of land adjacent to an Ukaipo Site; or
- (b) a change in the classification or status of land adjacent to an Ukaipo Site;

11.7.4 the Crown's obligation in clause 11.7.2 is subject to its obligations under any other enactment; and

***No restriction on the Crown's right to dispose of Ukaipo site***

11.7.5 the grant and exercise of an Ukaipo Entitlement does not restrict the Crown's right to dispose of an Ukaipo Site, land adjacent to an Ukaipo Site, or land adjacent to a Waterway.

**Suspension of Ukaipo Entitlements**

11.8 The Settlement Legislation will provide:

11.8.1 the Land Holding Agent:

- (a) may suspend an Ukaipo Entitlement; but

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 11: CULTURAL REDRESS: SITE-RELATED

- (b) must not suspend an Ukaipo Entitlement unless he or she:
- (i) consults the Governance Entity;
  - (ii) has particular regard to the views of the Governance Entity; and
  - (iii) considers the suspension necessary for the management of the Ukaipo Site, having regard to the purposes for which the Ukaipo Site is held by the Land Holding Agent;

11.8.2 if the Land Holding Agent suspends an Ukaipo Entitlement, the Governance Entity may, after the end of the suspension, permit Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site for a period equal to the period of the suspension; and

11.8.3 the Governance Entity is not subject to the restriction under clause 11.5.1(b) when permitting Ngaa Uki o Ngaa Rauru Kiitahi to occupy an Ukaipo Site under clause 11.8.2.

#### Termination of Ukaipo Entitlements by agreement or upon certain events

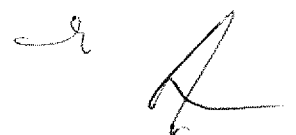
11.9 The Settlement Legislation will provide:

11.9.1 the Governance Entity and the Crown may terminate an Ukaipo Entitlement by written agreement;

11.9.2 the Crown may terminate an Ukaipo Entitlement by giving written notice to the Governance Entity on one or more of the following grounds:

- (a) the Crown has disposed of the Ukaipo Site;
- (b) the Ukaipo Site has been destroyed or permanently and detrimentally affected;
- (c) the Ukaipo Site is on reserve land that may be required for the specific purpose for which it is held as a reserve;
- (d) the Ukaipo Site is an unformed legal road that is to be formed; or
- (e) despite the Crown's reasonable endeavours, Ngaa Uki o Ngaa Rauru Kiitahi do not have lawful access to the Ukaipo Site following the occurrence of an event described in clause 11.7.3.

11.9.3 on the termination of an Ukaipo Entitlement under this clause, the Crown must take all reasonable steps to grant a replacement Ukaipo Entitlement to the Governance Entity;



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- 11.9.4 clause 11.9.3 does not apply in relation to an Ukaipo Entitlement if the fee simple estate in the Ukaipo Site is vested in the Governance Entity; and
- 11.9.5 the grant of a replacement Ukaipo Entitlement under clause 11.9.3 must be over land that complies with clause 11.3.

#### Termination of Ukaipo Entitlements for breach of obligations

11.10 The Settlement Legislation will provide:

- 11.10.1 the Crown may terminate an Ukaipo Entitlement by giving written notice to the Governance Entity if:
- (a) the Governance Entity has defaulted in performing any of its obligations under the Ukaipo Entitlement; and
  - (b) the default is not capable of remedy; or
  - (c) the default is capable of remedy; and
    - (i) the Crown has given written notice to the Governance Entity specifying the default and the remedy required; and
    - (ii) the Governance Entity has not remedied the default as required by the Crown at the end of 41 Business Days after receiving written notice from the Crown;
- 11.10.2 the Governance Entity may, not earlier than two years after the termination of an Ukaipo Entitlement under this clause, apply to the Minister of Maori Affairs for the grant of a replacement Ukaipo Entitlement over land that complies with clause 11.3; and
- 11.10.3 on receipt of an application under clause 11.10.2, the Crown may, in its discretion, take reasonable steps to grant a replacement Ukaipo Entitlement over land that complies with clause 11.3.

#### General provisions in relation to Ukaipo Entitlements

- 11.11 The Settlement Legislation will provide that, except as expressly provided in clauses 11.1 to 11.13, the grant and exercise of an Ukaipo Entitlement does not:
- 11.11.1 affect the lawful rights or interests of any person; or
  - 11.11.2 grant, create, or provide evidence of an estate or interest in, or rights relating to, an Ukaipo Site.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

#### **Application of other enactments**

11.12 The Settlement Legislation will provide that:

#### ***Part IIIB of Conservation Act not to apply***

11.12.1 Part IIIB of the Conservation Act does not apply to the grant of an Ukaipo Entitlement;

#### ***Section 44 of Reserves Act not to apply***

11.12.2 section 44 of the Reserves Act does not apply in relation to an Ukaipo Entitlement granted over land subject to that Act;

#### ***Section 11 and Part X of Resource Management Act not to apply***

11.12.3 section 11 and Part X of the Resource Management Act do not apply to the grant of an Ukaipo Entitlement; and

#### ***Local Government (Rating) Act***

11.12.4 sections 8(1) and 8(3) of the Local Government (Rating) Act apply to land over which an Ukaipo Entitlement is granted.

11.13 The Parties agree that the Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under an Ukaipo Entitlement against any person who is not a party to this Deed.

### **STATUTORY ACKNOWLEDGEMENT**

#### **Provision of Statutory Acknowledgement**

11.14 The Settlement Legislation will provide a Statutory Acknowledgement which will comprise:

11.14.1 the descriptions of the Statutory Areas set out in Table 1 of Part 3 of the Cultural Redress Schedule;

11.14.2 the texts of the statements (the "**Statements of Association**") by Ngaa Rauru Kiitahi of its cultural, spiritual, historical, and traditional association with those Statutory Areas as set out in Part 4 of the Cultural Redress Schedule;

11.14.3 an acknowledgement by the Crown of those Statements of Association; and

11.14.4 the other matters required by this Deed.



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 11: CULTURAL REDRESS: SITE-RELATED

#### Purposes of the Statutory Acknowledgement

11.15 The Settlement Legislation will provide that:

11.15.1 for the purposes of this Part 11:

- (a) “**Consent Authority**” has the meaning set out in section 2(1) of the Resource Management Act except that it does not include the Minister of Conservation; and
- (b) “**Relevant Consent Authority**” means a Consent Authority of a region or district that contains, or is adjacent to, a Statutory Area;

11.15.2 without limiting clause 11.21, the only purposes of the Statutory Acknowledgement are:

- (a) to require that Consent Authorities, the New Zealand Historic Places Trust, and the Environment Court have regard to the Statutory Acknowledgement relating to a Statutory Area, as provided in clauses 11.16 and 11.17;
- (b) to require that Relevant Consent Authorities forward summaries of applications for Resource Consents to the Governance Entity, as provided in clause 11.19; and
- (c) to enable the Governance Entity, and Ngaa Uki o Ngaa Rauru Kiiitahi, to cite the Statutory Acknowledgement as evidence of the association of Ngaa Rauru Kiiitahi with a Statutory Area, as provided in clause 11.20; and

11.15.3 where the Statutory Acknowledgement relates to a river, **river**:

(a) means:

- (i) a continuously or intermittently flowing body of fresh water, including a stream and modified water course; and
- (ii) the bed of the river; but

(b) does not include:

- (i) any artificial watercourse;
- (ii) any part of the bed of the river that is not owned by the Crown;
- (iii) any land which the waters of the river do not cover at its fullest flow without overlapping its banks; or
- (iv) any tributary flowing into the river.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

#### **Consent Authorities and Environment Court to have regard to the Statutory Acknowledgement**

11.16 The Settlement Legislation will provide that, from the Effective Date, and without limiting its obligations under the Resource Management Act:

11.16.1 a Consent Authority must have regard to the Statutory Acknowledgement relating to a Statutory Area in forming an opinion in accordance with sections 93 to 94C of the Resource Management Act as to whether the Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area; and

11.16.2 the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area in determining, under section 274 of the Resource Management Act, whether the Governance Entity is a person having an interest greater than the public generally in proceedings in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area.

#### **New Zealand Historic Places Trust and Environment Court to have regard to the Statutory Acknowledgement**

11.17 The Settlement Legislation will provide that, from the Effective Date, the New Zealand Historic Places Trust and the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area:

11.17.1 in forming an opinion under section 14(6)(a) of the Historic Places Act; or

11.17.2 for the purpose of section 20(1) of the Historic Places Act,

as to whether the Governance Entity is (or, for the purposes of section 14(6)(a), may be) a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area.

#### **Recording of Statutory Acknowledgement on Statutory Plans**

11.18 The Settlement Legislation will provide that, from the Effective Date:

11.18.1 Relevant Consent Authorities must attach, to all Statutory Plans that wholly or partially cover a Statutory Area, information recording the Statutory Acknowledgement in relation to that Statutory Area; and

11.18.2 the attachment of information to a Statutory Plan under clause 11.18.1:

(a) must include the relevant provisions of the Settlement Legislation in full, the description of the Statutory Area and the Statement of Association; and

(b) is for the purpose of public notice only and the information is not:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- (i) part of the Statutory Plan (unless adopted by the Relevant Consent Authority); or
- (ii) subject to the provisions of the First Schedule to the Resource Management Act.

#### Distribution of resource consent applications to the Governance Entity

11.19 The Settlement Legislation will provide that:

- 11.19.1 a Relevant Consent Authority must, for a period of 20 years from the Effective Date, forward to the Governance Entity a summary of applications received by that Consent Authority for Resource Consents for activities within, adjacent to, or impacting directly on a Statutory Area;
- 11.19.2 the information provided under clause 11.19.1 must be:
  - (a) the same as would be given under section 93 of the Resource Management Act to persons who may be adversely affected, or as may be agreed between the Governance Entity and the Relevant Consent Authority from time to time; and
  - (b) forwarded as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 93 to 94C of the Resource Management Act;
- 11.19.3 the Governance Entity may, by notice in writing to a Relevant Consent Authority:
  - (a) waive its rights under clause 11.19.1 and/or clause 11.19.2; and
  - (b) state the scope of the waiver and the period it applies for; and
- 11.19.4 for the purposes of an application to carry out a Restricted Coastal Activity in a Statutory Area, the Regional Council dealing with the application is to be treated for the purposes of this clause 11.19 as if it were the Relevant Consent Authority in relation to that application;
- 11.19.5 this clause does not affect:
  - (a) the obligation of a Consent Authority to notify an application in accordance with sections 93 to 94C of the Resource Management Act; or
  - (b) the obligation of a Consent Authority to form an opinion as to whether the Governance Entity is a person who may be adversely affected under those sections.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

#### **Use of Statutory Acknowledgement**

11.20 The Settlement Legislation will provide that:

#### ***Use of Statutory Acknowledgement with submissions***

11.20.1 the Governance Entity, and Ngaa Uki o Ngaa Rauru Kiitahi, may cite the Statutory Acknowledgement as evidence of the association of Ngaa Rauru Kiitahi with a Statutory Area, in submissions to, and proceedings before, a Consent Authority, the Minister of Conservation (in relation to a Restricted Coastal Activity in a Statutory Area), the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the Statutory Area;

#### ***Content of Statement of Association not binding***

11.20.2 the content of a Statement of Association, as recorded in the Statutory Acknowledgement, is not, by virtue of the Statutory Acknowledgement, binding as deemed fact on Consent Authorities, the Minister of Conservation (in relation to a Restricted Coastal Activity in a Statutory Area), the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a Statement of Association may be taken into account by them; and

#### ***Other association with a Statutory Area may be stated***

11.20.3 neither the Governance Entity, nor Ngaa Uki o Ngaa Rauru Kiitahi, are precluded by this Part from stating that Ngaa Rauru Kiitahi has an association with a Statutory Area that is not described in the Statutory Acknowledgement, and the content and existence of the Statutory Acknowledgement do not limit any such statement.

#### **General provisions in relation to Statutory Acknowledgement**

11.21 The Settlement Legislation will provide that:

11.21.1 the Statutory Acknowledgement does not (except as expressly provided in clauses 11.14 to 11.20):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area;

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### 11: CULTURAL REDRESS: SITE-RELATED

- 11.21.2 a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a Statement of Association contained in the Statutory Acknowledgement than the person would give if the Statement of Association was not contained in legislation; and
- 11.21.3 the Statutory Acknowledgement does not prevent the Crown from providing a statutory acknowledgement of the association of a person or persons other than Ngaa Rauru Kiitahi in relation to a Statutory Area.

#### **Amendment to the Resource Management Act**

- 11.22 The Settlement Legislation will amend Schedule 11 of the Resource Management Act by inserting the short title to the Settlement Legislation in that schedule.

### DEEDS OF RECOGNITION

#### **Obligation to enter into Deeds of Recognition**

- 11.23 The Minister of Conservation must, by or on the Settlement Date, enter into a Deed of Recognition with the Governance Entity as contemplated by Part 5 of the Cultural Redress Schedule in respect of those parts of the following Statutory Areas described in Table 2 of Part 3 of the Cultural Redress Schedule that are owned and managed by the Crown, namely:
- 11.23.1 Hawkens Lagoon Conservation Area;
- 11.23.2 Lake Beds Conservation Area;
- 11.23.3 the Patea River;
- 11.23.4 the Whenuakura River; and
- 11.23.5 the Waitotara River.
- 11.24 The Commissioner of Crown Lands must, by or on the Settlement Date, enter into a Deed of Recognition with the Governance Entity as contemplated by Part 5 of the Cultural Redress Schedule in respect of those parts of the following Statutory Areas described in Table 3 of Part 3 of the Cultural Redress Schedule that are owned and managed by the Crown, namely:
- 11.24.1 the Patea River;
- 11.24.2 the Whenuakura River; and
- 11.24.3 the Waitotara River.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

#### **Deed of Recognition requires consultation with Governance Entity**

11.25 A Deed of Recognition must provide that the Minister of Conservation or the Commissioner of Crown Lands must, when undertaking the activities specified in that deed in relation to or within a Statutory Area to which the deed applies, consult and have regard to the views of the Governance Entity concerning the association of Ngaa Rauru Kiitahi with that Statutory Area as described in the relevant Statement of Association.

#### **Termination of Deeds of Recognition**

11.26 A Deed of Recognition terminates in respect of a Statutory Area (or part of it) if:

11.26.1 the Governance Entity and the Minister of Conservation or the Commissioner of Crown Lands agree in writing that the Deed of Recognition is no longer appropriate for the area concerned;

11.26.2 the area concerned is disposed of by the Crown; or

11.26.3 the Minister of Conservation or the Commissioner of Crown Lands ceases to be responsible for the activities specified in the Deed in relation to or within the area concerned and they are transferred to another person or official within the Crown.

11.27 If a Deed of Recognition terminates in relation to an area under clause 11.26.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the relevant activities in relation to or within the area concerned as provided in clause 11.25, through negotiation with the new person or official within the Crown that is responsible for those activities.

#### **If Statutory Area is a river**

11.28 If a Deed of Recognition relates to a Statutory Area that is a river:

11.28.1 it relates only to:

(a) the bed of that river; and

(b) that part of the bed of the river (if any) that is:

(i) owned by the Crown; and

(ii) managed by the Crown;

11.28.2 it does not relate to:

(a) the bed of an artificial watercourse;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 11: CULTURAL REDRESS: SITE-RELATED

- (b) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or
- (c) the bed of a tributary flowing into that river; and

11.28.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act is not relevant.

### TOPUNI

#### Declaration and acknowledgement

11.29 The Settlement Legislation will:

11.29.1 declare that the site described in Part 6 of the Cultural Redress Schedule is a Topuni; and

11.29.2 provide that the Crown acknowledges the statement by Ngaa Rauru Kiitahi of Ngaa Rauru Kiitahi Values in relation to the Topuni, the text of which is set out in Part 6 of the Cultural Redress Schedule.

#### Purposes of Topuni

11.30 The Settlement Legislation will provide that:

11.30.1 the only purposes of the declaration of the site as a Topuni, and of the Crown's acknowledgement of Ngaa Rauru Kiitahi Values in relation to the Topuni, are:

- (a) to enable agreement on Protection Principles under clause 11.31;
- (b) to give effect to the requirement that the New Zealand Conservation Authority and a relevant Conservation Board must have particular regard to Ngaa Rauru Kiitahi Values and the Protection Principles as provided in clause 11.32; and
- (c) to enable the taking of action under clauses 11.33 to 11.36; and

11.30.2 this clause does not limit clauses 11.31 to 11.42.

#### Agreement on Protection Principles

11.31 The Settlement Legislation will provide that the Governance Entity and the Crown may agree upon, and publicise, protection principles ("Protection Principles") that are directed at the Minister of Conservation avoiding:

11.31.1 harming Ngaa Rauru Kiitahi Values; or

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

11.31.2 diminishing Ngaa Rauru Kiitahi Values.

#### **Obligations of New Zealand Conservation Authority and any relevant Conservation Board**

11.32 The Settlement Legislation will provide that the New Zealand Conservation Authority, and a Conservation Board, must:

11.32.1 when considering general policy, or a Conservation Document, in relation to the Topuni have particular regard to:

- (a) Ngaa Rauru Kiitahi Values; and
- (b) the Protection Principles; and

11.32.2 before approving general policy, or a Conservation Document, in relation to the Topuni, consult with the Governance Entity and have particular regard to its views as to the effect of the Conservation Document on Ngaa Rauru Kiitahi Values.

#### **Actions by Director-General**

11.33 The Settlement Legislation will provide that:

11.33.1 on notification by the Crown in the *Gazette* of the Protection Principles, the Director-General must take action in relation to the Protection Principles; and

11.33.2 the Director-General:

- (a) has a complete discretion to determine the method and extent of the action to be taken;
- (b) must notify the Governance Entity of the intended action; and
- (c) if requested in writing by the Governance Entity, must not take action in respect of the Protection Principles to which the request relates.

#### **Amendment of Conservation Documents**

11.34 The Settlement Legislation will provide that:

11.34.1 the Director-General:

- (a) may initiate an amendment of a Conservation Document to incorporate objectives relating to the Protection Principles (including incorporating a recommendation to promulgate regulations or make bylaws); and



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

(b) must consult with affected Conservation Boards before initiating that amendment;

11.34.2 an amendment of a Conservation Document initiated under clause 11.34.1 is an amendment for the purposes of section 171(1) to (3) of the Conservation Act or section 46(1) to (4) of the National Parks Act; and

11.34.3 this clause does not limit clause 11.33.2(a).

#### Regulations

11.35 The Settlement Legislation will provide that the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for the following purposes:

11.35.1 to provide for the implementation of objectives included in a Conservation Document under clause 11.34.1(a);

11.35.2 to regulate or prohibit activities of members of the public on the Topuni; and

11.35.3 to create offences for breaches of regulations made under clause 11.35.2 and to provide for the imposition of fines:

(a) not exceeding \$5,000 for those offences; and

(b) if the offence is a continuing one, a further amount not exceeding \$50 for every day the offence continues.

#### Bylaws

11.36 The Settlement Legislation will provide that the Minister of Conservation may make bylaws for the following purposes:

11.36.1 to provide for the implementation of objectives included in a Conservation Document under clause 11.34.1(a); and

11.36.2 to regulate or prohibit activities by members of the public on the Topuni; and

11.36.3 to create offences for breaches of bylaws made under clause 11.36.2 and to provide for the imposition of fines not exceeding \$1,000 for those offences.

#### Notification of actions in Gazette

11.37 The Settlement Legislation will provide that:

11.37.1 the Crown must notify in the *Gazette*:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- (a) the declaration of the site as a Topuni; and
- (b) the Protection Principles; and

11.37.2 the Crown:

- (a) may notify in the *Gazette* any action taken or intended to be taken under clauses 11.33 to 11.35; and
- (b) must notify in the *Gazette* any action taken or intended to be taken under clause 11.36.

#### **Noting of Topuni in Conservation Documents**

11.38 The Settlement Legislation will provide that:

11.38.1 the declaration of the site as a Topuni must be noted in Conservation Documents affecting the Topuni; and

11.38.2 the noting of the Topuni in Conservation Documents:

- (a) is for the purpose of public notice only; and
- (b) is not an amendment to a Conservation Document for the purposes of section 171 of the Conservation Act or section 46 of the National Parks Act.

#### **Existing classification of Topuni**

11.39 The Settlement Legislation will provide that the purpose or classification of an area under any Conservation Legislation is not affected by the fact that the area is, or is within, the Topuni.

#### **Termination of Topuni**

11.40 The Settlement Legislation will provide that:

11.40.1 the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of the Topuni is no longer a Topuni;

11.40.2 the Minister of Conservation must not make that recommendation unless:

- (a) the Governance Entity and the Minister of Conservation have agreed in writing that the Topuni status is no longer appropriate for the area concerned;
- (b) the area concerned is disposed of by the Crown; or

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 11: CULTURAL REDRESS: SITE-RELATED

(c) the responsibility for managing the area concerned is transferred to a different Minister or Department;

11.40.3 if clause 11.40.2(b) or (c) applies, or there is a change in the statutory management regime that applies to all or part of the Topuni, the Crown must take reasonable steps to ensure the Governance Entity continues to have input into the management of the Topuni, or that part of it affected by the disposal or transfer of management responsibility, through negotiation with the Governance Entity by:

- (a) the Minister responsible for the new management regime;
- (b) the Commissioner of Crown Lands; or
- (c) another responsible official.

#### General provisions in relation to Topuni

11.41 The Parties acknowledge that a declaration under clause 11.40.1 that all or part of the Topuni is no longer a Topuni does not affect the significance to Ngaa Rauru Kiiitahi of the site to which that declaration relates.

11.42 The Settlement Legislation will provide that:

11.42.1 the declaration of the site as a Topuni and the Crown's acknowledgement of Ngaa Rauru Kiiitahi Values do not:

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, the Topuni; and

11.42.2 a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to Ngaa Rauru Kiiitahi Values than the person would give if they were not contained in legislation.

#### RENAMING OF HAWKENS LAGOON AS TAPUARAU LAGOON

11.43 The Settlement Legislation will:

11.43.1 assign the name "Tapuarau Lagoon" to a lagoon commonly known as Hawks Lagoon and having the map and grid reference "Infomap 260 – R22 GR 536 502"; and

11.43.2 provide that the assigning of the name "Tapuarau Lagoon" under clause 11.43.1 is to be treated as having been made:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 11: CULTURAL REDRESS: SITE-RELATED

- (a) with the approval of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa; and
- (b) in accordance with the New Zealand Geographic Board Act.

11.44 The Crown will arrange for official signs and publications to be progressively amended with the name "Tapuarau Lagoon" as those signs and publications become due for replacement or updating.

### RENAMING OF HAWKENS LAGOON CONSERVATION AREA

11.45 The Director-General must change the name of the Hawkens Lagoon Conservation Area as used by the Department of Conservation to the Tapuarau Lagoon Conservation Area from the Settlement Date by making changes to signs within 24 months of the Settlement Date, and to Conservation Documents as appropriate.

## 12: OTHER CULTURAL REDRESS

### MANAGEMENT OF FISHERIES

#### Prohibition on taking of certain species for commercial purposes

12.1 Subject to clause 12.3, the taking of the following species (the “**Prohibited Target Species**”) is, or as from the Settlement Date will be, prohibited within the Fisheries Protocol Area as Commercial Target Species, namely:

12.1.1 cats eye, *turbo smaragdus* (pupu);

12.1.2 freshwater mussel, *hyridella menziesi* (kakahi);

12.1.3 sea anemone, *actinia group* (kotoretore);

12.1.4 sea cucumber, *stichopus mollis* (rori);

12.1.5 shield shell, *scutus brevicuius* (rori) (which includes ngutungutukaka);

12.1.6 seawater mussel, *perna canaliculus/mytilus edulis* and *mytilus edulis* (kuku); and

12.1.7 freshwater crayfish, *paranephrops planifrons* (waikoura).

12.2 The provisions of this Deed, and the Settlement Legislation, will not affect:

12.2.1 the issue of special permits under the Fisheries Legislation to take freshwater crayfish (waikoura) for aquacultural purposes; or

12.2.2 the taking of any Prohibited Target Species as an inevitable by-catch of lawful commercial fishing operations.

#### Commercial Catch Proposals in relation to Prohibited Target Species

12.3 The Minister of Fisheries will:

12.3.1 if, after the Settlement Date, it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the Prohibited Target Species in the Fisheries Protocol Area to provide for a commercial catch of that species, consult with the Ngaa Rauru Kiitahi Fisheries Advisory Committee in respect of any proposal to authorise the commercial taking of that species (a “**Prohibited Target Species Commercial Catch Proposal**”) in accordance with:

(a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act; and

(b) section 12 of the Fisheries Act 1996;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 12: OTHER CULTURAL REDRESS

12.3.2 in considering a Prohibited Target Species Commercial Catch Proposal ensure that the customary non-commercial fishing interests of Ngaa Rauru Kiitahi in the species concerned are recognised and provided for in accordance with:

- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act; and
- (b) where the Prohibited Target Species Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

#### Tuna (eel)

12.4 The Ministry of Fisheries will:

12.4.1 consult with the Governance Entity in each of the three years after the Settlement Date, on written request by the Governance Entity, concerning:

- (a) the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken that year under section 97 of the Fisheries Act 1996 (the "**Permitted Tuna (Eel) Catch**") from each of not more than three sites within the Fisheries Protocol Area specified in writing by the Governance Entity to the Ministry of Fisheries (up to a maximum of nine sites during the three years after Settlement Date); and
- (b) the likely conditions of any Permitted Tuna (Eel) Catch in relation to each of those specified sites, including the likely conditions in relation to the relocation of the tuna (eel) in:
  - (i) Waterways in the Fisheries Protocol Area; and
  - (ii) aquacultural farms; and

12.4.2 consider, in accordance with the relevant legislative and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from Waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.

12.5 In this Deed:

12.5.1 **tuna (eel)** is:

- (a) *anguilla dieffenbachii* (longfinned eel);
- (b) *anguilla australis* (shortfinned eel); and
- (c) *anguilla rheinhartii*; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 12: OTHER CULTURAL REDRESS

12.5.2 **undersized tuna (eel)** is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the Date of this Deed, is 220 grams).

#### RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

##### Delivery by the Crown of Shellfish RFR Deed

12.6 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed on the terms and conditions set out in Part 7 of the Cultural Redress Schedule (a "**Shellfish RFR Deed**") signed by the Crown.

##### Signing of Shellfish RFR Deed by the Governance Entity

12.7 The Governance Entity must:

12.7.1 sign both copies of the Shellfish RFR Deed; and

12.7.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

##### Terms of Shellfish RFR Deed

12.8 The Shellfish RFR Deed will:

12.8.1 relate to the Shellfish RFR Area;

12.8.2 be in force for a period of 50 years from the Settlement Date; and

12.8.3 have effect from the Settlement Date as if it had been validly signed by the Crown and the Governance Entity on that date.

##### Crown has no obligation to sell or introduce Quota

12.9 The Parties agree that:

12.9.1 nothing in this Deed, or the Shellfish RFR Deed, will require the Crown:

(a) to offer for sale any Quota held by the Crown;

(b) to introduce any of the Applicable Species (as defined in the Shellfish RFR Deed) into the Quota Management System; and

12.9.2 the introduction of any Applicable Species into the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota (as defined in the Shellfish RFR Deed) for the Applicable Species.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 12: OTHER CULTURAL REDRESS

#### Settlement Legislation in relation to Shellfish RFR Deed

12.10 The Settlement Legislation will provide that:

12.10.1 the Minister must be treated as:

- (a) having consented under section 60(1) of the Fisheries Act 1996 to the Governance Entity owning Excess Shellfish Quota; and
- (b) complying with the requirements of section 60 of the Fisheries Act 1996 in relation to the Minister's consent under paragraph (a); and

12.10.2 the following terms used in this clause have the meaning set out below:

- (a) "**Excess Shellfish Quota**" is the aggregate Shellfish Quota that:
  - (i) exceeds the Quota permitted by section 59 of the Fisheries Act 1996; and
  - (ii) is:
    - (aa) purchased by the Governance Entity under the Shellfish RFR Deed; and
    - (bb) received by the Governance Entity from Te Ohu Kai Moana (the Treaty of Waitangi Fisheries Commission);
- (b) "**Minister**" has the meaning given to it in section 2(1) of the Fisheries Act 1996; and
- (c) "**Shellfish Quota**" has the meaning given to it by the Shellfish RFR Deed.

#### COASTAL TENDERING

##### Preferential right to purchase Authorisations

12.11 The Settlement Legislation will provide that:

12.11.1 if the Minister offers Authorisations for part of the Specified Coastal Area by public tender under Part VII of the Resource Management Act, the Governance Entity has a preferential right to purchase a proportion of the Authorisations that are the subject of that tender round;

12.11.2 the preferential right must be provided and exercised in accordance with the process set out in Part 8 of the Cultural Redress Schedule;



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 12: OTHER CULTURAL REDRESS

- 12.11.3 the Authorisations that the Governance Entity has a preferential right to purchase must:
- (a) not exceed in area 10% of the Authorisations granted or proposed to be granted by the Minister in the tender round for the Specified Coastal Area; and
  - (b) be of not less than fair average quality in terms of the relevant portion of the Specified Coastal Area, relative to the quality of those portions for all other Authorisations that are the subject of that tender round; and
- 12.11.4 the limit specified in clause 12.11.3(a) may be exceeded if the size and shape of the part of the Specified Coastal Area for the Authorisations to which that tender round relates make it impractical to comply with the limitation.

#### **Governance Entity to be treated as having made tender**

12.12 The Settlement Legislation will provide that:

- 12.12.1 if the Governance Entity has a preferential right to purchase Authorisations under clause 12.11, the Governance Entity must be treated as having lodged a valid tender for the Authorisations for \$1.00 consideration, in compliance with section 158 of the Resource Management Act; and
- 12.12.2 the tender of the Governance Entity under clause 12.12.1 will be treated as the most preferred tender by the Minister for the relevant Authorisations if, in response to an offer made by public tender under Part VII of the Resource Management Act, the Minister:
- (a) receives no tenders; or
  - (b) considers that he or she would reject every tender received.

#### **Restrictions on effect of statutory provisions**

- 12.13 The Settlement Legislation will provide that clauses 12.11 and 12.12 do not (except as expressly provided by those clauses):
- 12.13.1 affect the powers, functions or duties of the Minister under Part VII of the Resource Management Act;
  - 12.13.2 affect the lawful rights or interests of any person;
  - 12.13.3 grant, create or provide evidence of an estate or interest in, or rights relating to, the Specified Coastal Area; or
  - 12.13.4 affect the rights of Ngaa Rauru Kiitahi to acquire Authorisations or otherwise exercise a statutory right, power, or privilege in respect of the Specified Coastal Area.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 12: OTHER CULTURAL REDRESS

#### Interpretation

12.14 The Settlement Legislation will provide that in clauses 12.11 to 12.14:

12.14.1 "**Coastal Marine Area**" has the meaning given to it in section 2(1) of the Resource Management Act; and

12.14.2 "**Minister**" means the Minister of Conservation.

#### **Crown has no intention to utilise coastal tendering**

12.15 The Parties acknowledge that the Crown currently has no intention of utilising the coastal tendering provisions in Part VII of the Resource Management Act in respect of the Specified Coastal Area.

### **13: CULTURAL REDRESS IN RELATION TO MAUNGA TARANAKI**

#### **IMPORTANCE OF MAUNGA TARANAKI**

- 13.1 Ngaa Rauru Kiitahi and the Crown acknowledge that Maunga Taranaki is of great cultural, spiritual, historical and traditional importance to Ngaa Rauru Kiitahi and other iwi of Taranaki.

#### **APOLOGY AND CULTURAL REDRESS IN RELATION TO MAUNGA TARANAKI IS TO BE DEVELOPED**

- 13.2 This Deed does not provide for an apology, or any cultural redress, by the Crown in relation to any of the Historical Claims that relate to Maunga Taranaki as that is yet to be developed in conjunction with Ngaa Rauru Kiitahi and other iwi of Taranaki.
- 13.3 Ngaa Rauru Kiitahi and the Crown agree that:
- 13.3.1 the Governance Entity and the Crown will, as soon as practicable, work together with the mandated representatives of other iwi of Taranaki to develop an apology, and cultural redress, for Ngaa Rauru Kiitahi and other iwi of Taranaki in relation to the Historical Claims, and the historical claims of other iwi of Taranaki, that relate to Maunga Taranaki; and
  - 13.3.2 the apology and cultural redress for Ngaa Rauru Kiitahi in relation to the Historical Claims that relate to Maunga Taranaki will not include any financial or commercial redress.

## 14: FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

- 14.1 The Crown must provide Financial Redress of \$31 million which is to be paid by the Crown to the Governance Entity on the Settlement Date.

### COMMERCIAL REDRESS

#### The Crown to provide an RFR Deed

- 14.2 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed on the terms and conditions set out in the Commercial Redress Schedule (the "RFR Deed") signed by the Crown.

#### Signing of RFR Deed by Governance Entity

- 14.3 The Governance Entity must:

14.3.1 sign both copies of the RFR Deed; and

14.3.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

#### Terms of RFR Deed

- 14.4 The RFR Deed will:

14.4.1 relate to the RFR Area;

14.4.2 be in force for a period of 50 years from the Settlement Date (the "RFR Period");  
and

14.4.3 have effect from the Settlement Date as if it had been validly signed by both the Crown and the Governance Entity on that date.

## 15: TAX

### STATEMENT OF AGREED TAX PRINCIPLES

15.1 The Parties agree that:

15.1.1 the payment, credit or transfer of Tangible Redress by the Crown to the Governance Entity is made as redress to settle the Historical Claims and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) gross income for income tax purposes;

15.1.2 neither the Governance Entity, nor any other person associated with the Governance Entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any Tangible Redress;

15.1.3 the transfer of the Other Properties/Rights by the Crown to the Governance Entity is not intended to be, or to give rise to, a dutiable gift;

15.1.4 the transfer of the Commercial Properties/Rights by the Crown under an exercise of the relevant right of first refusal, or right to purchase, is intended to be a taxable supply for GST purposes;

15.1.5 any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of:

- (a) such interest; or
- (b) any other payment made pursuant to Part 17 of this Deed, or any remission or forgiveness or application or crediting of or in respect of any payment made pursuant to Part 17 of this Deed,

is not subject to indemnification for Tax by the Crown under this Deed;

15.1.6 any indemnity payment by the Crown to the Governance Entity is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) gross income for income tax purposes; and

15.1.7 the Governance Entity (at all applicable times) is or will be a registered person for GST purposes (except if the Governance Entity is not carrying on a taxable activity as that term is defined in the Goods and Services Tax Act).

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 15: TAX

#### ACKNOWLEDGEMENTS

15.2 For the avoidance of doubt, the Parties acknowledge:

15.2.1 that the Tax indemnities given by the Crown in this Part, and the principles and acknowledgements in clauses 15.1 and 15.2 respectively:

- (a) apply only to the receipt by the Governance Entity of Tangible Redress or indemnity payments; and
- (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by the Governance Entity, or any other persons, with or of Tangible Redress or indemnity payments;

15.2.2 each obligation to be performed by the Crown in favour of the Governance Entity under this Deed is performed as redress and without charge to, or consideration to be provided by, the Governance Entity or any other person, provided that this clause 15.2.2 does not affect the obligation of the Governance Entity to pay the purchase price relating to:

- (a) an RFR Property under a contract for the Disposal of the RFR Property under the RFR Deed (as those terms are defined in that deed); or
- (b) Applicable Quota under a contract for the Sale of Applicable Quota constituted under the Shellfish RFR Deed given under clause 12.6 (as those terms are defined in that deed); or
- (c) Authorisations that are purchased by the Governance Entity under the coastal tendering provisions in clauses 12.11 to 12.15; and

15.2.3 without limiting clause 15.2.2, the payment of amounts, and the bearing of costs from time to time, by the Governance Entity in relation to the Other Properties/Rights (including, without limitation:

- (a) rates, charges and fees;
- (b) the apportionment of outgoings and incomings; and
- (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs),

is not intended to be consideration for the transfer of those properties for GST or any other purpose; and, furthermore (and without limiting clause 15.2.1), the payment of such amounts and the bearing of such costs is not subject to indemnification for Tax by the Crown under this Deed.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT**

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**15: TAX**

**ACT CONSISTENT WITH PRINCIPLES**

- 15.3 Neither the Governance Entity (nor any person associated with the Governance Entity) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 15.1 and 15.2 respectively.

**MATTERS NOT TO BE IMPLIED FROM PRINCIPLES**

- 15.4 Nothing in clause 15.1 is intended to suggest or imply:

15.4.1 that the payment, credit or transfer of Tangible Redress, or an indemnity payment, by the Crown to the Governance Entity is or will be chargeable with GST;

15.4.2 if the Governance Entity is a charitable trust or other charitable entity, that:

(a) payments, properties, interests, rights or assets the Governance Entity receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or

(b) the Governance Entity derives or receives amounts, for income tax purposes, other than as exempt income; or

15.4.3 that gift duty should or can be imposed on any payment to, or transaction with, the Governance Entity under this Deed.

**INDEMNITY FOR GST IN RESPECT OF TANGIBLE REDRESS AND INDEMNITY PAYMENTS**

**Tangible redress provided exclusive of GST**

- 15.5 If and to the extent that:

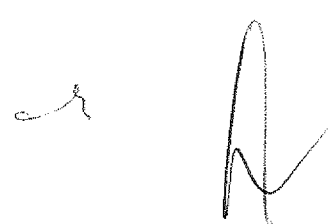
15.5.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or

15.5.2 an indemnity payment;

by the Crown to the Governance Entity is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of Tangible Redress or the indemnity payment, pay the Governance Entity the amount of GST payable in respect of the Tangible Redress or the indemnity payment.

**indemnification**

- 15.6 If and to the extent that:

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## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 15: TAX

15.6.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or

15.6.2 an indemnity payment,

by the Crown to the Governance Entity is chargeable with GST and the Crown does not, for any reason, pay the Governance Entity an additional amount equal to that GST at the time the Tangible Redress is paid, credited or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Governance Entity for any GST that is or may be payable by the Governance Entity or for which the Governance Entity is liable in respect of:

15.6.3 the making of the redress; and/or

15.6.4 the payment, credit or transfer of Tangible Redress; and/or

15.6.5 the indemnity payment.

#### **INDEMNITY FOR INCOME TAX IN RESPECT OF TANGIBLE REDRESS OR INDEMNITY PAYMENTS**

15.7 The Crown agrees to indemnify the Governance Entity, on demand in writing, against any income tax that the Governance Entity is liable to pay if and to the extent that receipt of:

15.7.1 the payment, credit or transfer of Tangible Redress; or

15.7.2 an indemnity payment,

from the Crown is treated as, or as giving rise to, gross income of the Governance Entity for income tax purposes.

#### **INDEMNIFICATION FOR GIFT DUTY IN RESPECT OF OTHER PROPERTIES/RIGHTS**

15.8 The Crown agrees to pay, and to indemnify the Governance Entity against any liability that the Governance Entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of a transfer of the Other Properties/Rights by the Crown under this Deed.

#### **DEMANDS FOR INDEMNIFICATION**

##### **Notification of indemnification event**

15.9 Each of:

15.9.1 the Governance Entity; and

15.9.2 the Crown,



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 15: TAX

agrees to Notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the Governance Entity is or may be entitled to be indemnified by the Crown for or in respect of Tax under this Part.

#### **How demands are made**

- 15.10 Demands for indemnification for Tax by the Governance Entity in accordance with this Part must be made by the Governance Entity in accordance with the provisions of clause 17.9 and may be made at any time, and from time to time, after the Settlement Date.

#### **When demands are to be made**

- 15.11 Except:

15.11.1 with the written agreement of the Crown; or

15.11.2 if this Deed provides otherwise,

no demand for payment by way of indemnification for Tax under this Part may be made by the Governance Entity more than five Business Days before the due date for payment by the Governance Entity of the applicable Tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

#### **Evidence to accompany demand**

- 15.12 Without limiting clause 15.9, each demand for indemnification by the Governance Entity under this Part must be accompanied by:

15.12.1 appropriate evidence (which may be a notice, a notice of proposed adjustment, assessment, a certificate issued by the Governance Entity and confirmed or certified by the Governance Entity's tax advisers or accountants for the time being, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or Tax that the Governance Entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

15.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

#### **Repayment of amount on account of Tax**

- 15.13 If payment is made by the Crown on account of Tax to the Governance Entity or the Commissioner of Inland Revenue (for the account of the Governance Entity) and it is subsequently determined or held that no such Tax (or an amount of Tax that is less than the payment which the Crown made on account of Tax) is or was payable or properly assessed, to the extent that the Governance Entity:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 15: TAX

- 15.13.1 has retained the payment made by the Crown;
- 15.13.2 has been refunded the amount of that payment by the Inland Revenue Department; or
- 15.13.3 has had the amount of that payment credited or applied to its account with the Inland Revenue Department,

the Governance Entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

#### **Payment of amount on account of Tax**

- 15.14 The Governance Entity must pay to the Inland Revenue Department any payment made by the Crown to the Governance Entity on account of Tax, on the later of:

- 15.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable Tax Legislation; and

- 15.14.2 the next Business Day following receipt by the Governance Entity of that payment from the Crown.

#### **Payment of costs**

- 15.15 The Crown will indemnify the Governance Entity against any reasonable costs incurred by the Governance Entity for actions undertaken by the Governance Entity, at the Crown's direction, in connection with:

- 15.15.1 any demand for indemnification of the Governance Entity under or for the purposes of this Part; and

- 15.15.2 any steps or actions taken by the Governance Entity in accordance with the Crown's requirements under clause 15.17.

#### **DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES**

- 15.16 Where any liability arises to the Crown under this Part, the following provisions shall also apply:

- 15.16.1 if the Crown so requires and notifies the Governance Entity in writing of that requirement, the Crown may, instead of paying the requisite amount on account of Tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the Governance Entity);

- 15.16.2 subject to the Governance Entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice in writing to the Governance Entity, to require the Governance Entity to:

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 15: TAX

- (a) take into account any right permitted by any relevant law to defer the payment of any Tax; and/or
- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for Tax, where expert legal tax advice indicates that it is reasonable to do so; and

15.16.3 the Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the Governance Entity whenever it exercises its rights under clause 15.16.2; and
- (b) to recover from the Commissioner of Inland Revenue the amount of any Tax paid and subsequently held to be refundable.

### RULINGS, APPLICATIONS

15.17 If the Crown requires, the Governance Entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the Governance Entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit or transfer of Tangible Redress.

### REHU VILLAGE SITE

15.18 The entry by the Approved Transferee into the easement referred to in clause 10.8.4 is not intended to be consideration for the transfer of the Rehu Village Site to the Approved Transferee for GST or any other purpose. However, in no circumstances shall the Crown be required to indemnify, compensate or reimburse the Approved Transferee (or any other person) for any GST, income tax, gift duty or other amount which arises should such entry in fact amount to or constitute consideration.

### DEFINITIONS AND INTERPRETATION

15.19 In this Part, unless the context requires otherwise:

**Commercial Properties/Rights** means:

- (a) those properties, interests, rights or assets over which the Crown gives the Governance Entity a right of first refusal under the RFR Deed;
- (b) the total allowable catch or Quota over which the Crown gives the Governance Entity a right of first refusal under the Shellfish RFR Deed; and
- (c) the Authorisations that the Governance Entity has a preferential right to purchase under clauses 12.11 to 12.15 and the Settlement Legislation;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 15: TAX

**gift duty** also extends to and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any gift duty;

**GST** includes any interest or penalty payable in respect of, or on account of, the late or non-payment of GST;

**income tax** also extends to and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any income tax;

**indemnity payment** means any indemnity payment made by the Crown under or for the purposes of this Part;

**Other Properties/Rights** means those properties, interests, rights or assets which are to be transferred to the Governance Entity, the particulars of which are specified in:

- (a) Parts 9, 10 and 11 (other than, to avoid doubt, clauses 10.7 and 10.8);
- (b) Part 12 (other than clauses 12.6 to 12.15);
- (c) clause 12.6, to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity;
- (d) clause 12.11, to the extent that that clause relates to granting the Governance Entity a preferential right to purchase Authorisations;
- (e) clause 14.2, to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity; and

**payment** extends to the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land);

references to the **payment, credit, transfer** or **receipt** of the Tangible Redress (or any equivalent wording) include a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the Tangible Redress;

**Tangible Redress** means:

- (a) the Financial Redress; and
- (b) the Other Properties/Rights; and

**transfer** includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to the Governance Entity.

## 16: CONDITIONS AND TERMINATION

### THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

16.1 This Deed, and the Settlement, are conditional on:

16.1.1 within 12 months after the Date of this Deed:

- (a) the Crown being satisfied that Ngaa Rauru Kiitahi have established the Governance Entity in accordance with clause 3.4; and
- (b) the Governance Entity signing the Deed of Covenant; and

16.1.2 the Settlement Legislation coming into force within 24 months after the Date of this Deed.

### DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

16.2 This Deed, until it becomes unconditional:

16.2.1 is entered into on a "without prejudice" basis; and

16.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this Deed or the Settlement Legislation).

### SOME PROVISIONS NOT CONDITIONAL

16.3 Clauses 3.4-3.8, 4.1-4.3, 10.10, 10.11, 10.16, 10.17, 15.17, 16.1-16.6, 17.3-17.8, 17.10 and 17.11 of this Deed are (despite clause 16.1) binding from the Date of this Deed.

### TERMINATION OF THIS DEED

16.4 Either Party may terminate this Deed, by Notice to the other Party, if:

16.4.1 clause 16.1.1 is not satisfied within 12 months after the Date of this Deed; or

16.4.2 clause 16.1.2 is not satisfied within 24 months after the Date of this Deed.

### EFFECT OF NOTICE OF TERMINATION

16.5 If this Deed is terminated:

16.5.1 this Deed, and the Settlement, will be at an end; and

16.5.2 neither Party will have any rights or obligations under this Deed (except under the clause specified in clause 16.6).

**NGAA RAURU KIITAHU DEED OF SETTLEMENT**

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**16: CONDITIONS AND TERMINATION**

**SOME RIGHTS AND OBLIGATIONS CONTINUE AFTER TERMINATION**

16.6 The rights and obligations of the Parties under clause 16.2 continue if this Deed is terminated.

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## 17: MISCELLANEOUS

### INTEREST

17.1 The Crown will pay interest, from (and including) the Date of this Deed until (but excluding) the Settlement Date, on \$31 million (being the amount of Financial Redress).

17.2 Interest under clause 17.1 will:

17.2.1 be calculated on each Calculation Date and will be 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);

17.2.2 not compound; and

17.2.3 be paid to the Governance Entity on the Settlement Date (less any Advance Payments against accrued interest made under clause 17.4).

### ADVANCE PAYMENTS AGAINST ACCRUED INTEREST BEFORE THE SETTLEMENT DATE

17.3 In this Part, unless the context requires otherwise:

**"Advance Payment"** means each amount paid or to be paid under clause 17.4;

**"Entitlement Date"**, in relation to an Advance Payment, means the date specified in clause 17.4 after which that payment becomes payable;

**"Introduction Date"** means the date on which the Settlement Legislation is introduced into the House of Representatives;

**"Partial Satisfaction Date"** means the date on which the conditions in clause 16.1.1 have been satisfied, namely, the Crown is satisfied that Ngaa Rauru Kiitahi have established the Governance Entity in accordance with clause 3.4 and the Governance Entity has signed the Deed of Covenant; and

**"Recipient"** means Nga Rauru Iwi Authority and the Governance Entity.

17.4 Amounts, up to the maximum amounts specified in this clause, are payable by the Crown as an advance against accrued interest under clause 17.1, namely:

17.4.1 to the Nga Rauru Iwi Authority or, after the Partial Satisfaction Date, to the Governance Entity, the following amounts after the following dates:

(a) up to \$120,000, 30 days after the Date of this Deed;

(b) up to \$240,000, 90 days after the Date of this Deed; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 17: MISCELLANEOUS

(c) up to \$240,000, six months after the Date of this Deed; and

17.4.2 to the Governance Entity, the following amounts after the following dates:

(a) up to \$500,000, 10 Business Days after the Partial Satisfaction Date;

(b) up to \$300,000, 10 Business Days after the Introduction Date;

(c) up to \$50,000, six months after the Introduction Date; and

(d) up to \$50,000, nine months after the Introduction Date.

17.5 Payment of an Advance Payment under clause 17.4 is subject to:

17.5.1 the Recipient Notifying the Crown before the Settlement Date:

(a) that it requests an Advance Payment; and

(b) of the amount of the Advance Payment requested (being not more than the relevant maximum amount specified by clauses 17.4.1 or 17.4.2);

17.5.2 interest having accrued by the date of the request by the Recipient of an amount that is at least equal to the total of:

(a) the Advance Payment requested by the Recipient; and

(b) any other Advance Payments that have been paid; and

17.5.3 the Crown being satisfied that:

(a) the Recipient:

(i) has the support of Ngaa Uki o Ngaa Rauru Kiitahi;

(ii) has or will advise Ngaa Uki o Ngaa Rauru Kiitahi that it has requested, or will request, payment of that Advance Payment and of its intended use; and

(iii) has complied, and will comply, with its reporting obligations to Ngaa Rauru Kiitahi;

(b) Nga Rauru Iwi Authority has made all reasonable efforts to assist in ensuring Ngaa Rauru Kiitahi comply with clause 3.4; and

(c) Nga Rauru Iwi Authority and the Governance Entity have made all reasonable efforts to ensure the conditions to this Deed specified in clause 16.1 are satisfied.



## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 17: MISCELLANEOUS

- 17.6 Subject to clause 17.5, the Crown will make payment of an Advance Payment to a Recipient where it receives Notification from the Recipient under clause 17.5.1:
- 17.6.1 before the relevant Entitlement Date, as soon as it reasonably can after that Entitlement Date; or
  - 17.6.2 after the relevant Entitlement Date, as soon as it reasonably can after receiving that Notification.
- 17.7 If this Deed does not become unconditional under clause 16.1:
- 17.7.1 the Crown's obligation to make Advance Payments ceases;
  - 17.7.2 the Crown may take any Advance Payments into account when considering whether to pay interest, or the amount of interest payable, in relation to any future settlement of the Historical Claims; and
  - 17.7.3 the Crown may advise any Court, the Waitangi Tribunal, or any other judicial body or tribunal of the amount of the Advance Payments made.

### TAX

- 17.8 Interest under clause 17.1, and Advance Payments under clause 17.4, are subject to Tax payable (and may be made after Tax required to be withheld) under Tax Legislation.

### RULE AGAINST PERPETUITIES

- 17.9 The Settlement Legislation proposed by the Crown for introduction must provide that the rule against perpetuities, and any relevant provisions of the Perpetuities Act, will not:
- 17.9.1 if the Governance Entity is a trust (other than a charitable trust), prescribe or restrict the period during which the Governance Entity may:
    - (a) exist in law; or
    - (b) hold or deal with property (including income from property); and
  - 17.9.2 apply to a document entered into to give effect to this Deed (including the RFR Deed and the Shellfish RFR Deed) if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective.

### NOTICES

- 17.10 The provisions of this clause apply to Notices under this Deed:

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 17: MISCELLANEOUS

#### Notices to be signed

17.10.1 the Party giving a Notice must sign it;

#### Notices to be in writing

17.10.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

#### Addresses for notice

17.10.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they will be as follows:

***Crown:***

C/- The Solicitor-General  
Crown Law Office  
St Pauls Square  
45 Pipitea Street  
(PO Box 5012)  
WELLINGTON

Facsimile No: 04 473 3482

***Nga Rauru Kīitahi:***

C/- Nga Rauru Iwi Authority Society  
Incorporated  
11 Market Place  
PO Box 4322  
WANGANUI

Facsimile No: 06 348 4087

#### Delivery

17.10.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

#### Timing of delivery

17.10.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 17: MISCELLANEOUS

#### Deemed date of delivery

17.10.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5:00pm on a Business Day, that Notice will (despite clause 17.10.5) be treated as having been received the next Business Day.

#### AMENDMENT

17.11 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Ngaa Rauru Kiitahi and the Crown.

#### ENTIRE AGREEMENT

17.12 This Deed:

17.12.1 constitutes the entire agreement between the Parties in relation to the matters referred to in it; and

17.12.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Ngaa Rauru Kiitahi, any Representative Entity or any Ngaa Uki o Ngaa Rauru Kiitahi (separately, or in any combination) and the Crown relating to such matters (including the Terms of Negotiation and the Agreement in Principle but not Te Tiriti o Waitangi/the Treaty of Waitangi).

#### NO WAIVER

17.13 A failure, delay or indulgence by either Party in exercising a power or right under or from this Deed shall not operate as a waiver of that power or right.

17.14 A single, or partial, exercise of a power or right under or from this Deed shall not preclude further exercises of that power or right or the exercise of another power or right.

#### NO ASSIGNMENT

17.15 Except as expressly provided in this Deed or a document entered into under this Deed, neither Party may transfer or assign any rights or obligations arising under or from this Deed.

## 18: DEFINITIONS AND INTERPRETATION

### DEFINITIONS

#### Terms defined by legislation

- 18.1 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the section of the legislation set opposite it below:

Term	Defining Section
Antiquity	section 2 Antiquities Act
Artifact	section 2 Antiquities Act
Conservation Board	section 2(1) Conservation Act
Crown	section 2(1) Public Finance Act
Crown entity	section 2(1) Public Finance Act
Director-General	section 2(1) Conservation Act
Local Authority	section 2(1) Resource Management Act
New Zealand Conservation Authority	section 2(1) Conservation Act
New Zealand Geographic Board	section 3 New Zealand Geographic Board Act
New Zealand Historic Places Trust	section 38 Historic Places Act
Office of Parliament	section 2(1) Public Finance Act
Regional Council	section 2(1) Resource Management Act
Resource Consent	section 87 Resource Management Act
Restricted Coastal Activity	section 2(1) Resource Management Act
State enterprise	section 2 State-Owned Enterprises Act
Territorial Authority	section 2(1) Resource Management Act
Waitangi Tribunal	section 4 Treaty of Waitangi Act

#### Terms defined in this Deed

- 18.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or part of this Deed set opposite that term below:

Term	Defining clause or part
Agreement in Principle	Background
Approved Transferee	10.7.1
Bed of Lake Moumahaki	10.1
Consent Authority	11.15.1
Customary Rights	1.8
Governance Entity	3.4
Historical Claims	1.12-1.15
Interim Taranaki Report	Background
Land Claims Statutory Protection	2.17.4
Land Holding Agency	10.9
Ngaa Rauru Kiiitahi	1.5
Ngaa Rauru Kiiitahi Conservation Advisory Committee	9.19.1

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 18: DEFINITIONS AND INTERPRETATION

<b>Ngaa Rauru Kiitahi Fisheries Advisory Committee</b>	9.21.1
<b>Ngaa Rauru Kiitahi Tupuna</b>	1.6 and 1.7
<b>Ngaa Uki o Ngaa Rauru Kiitahi</b>	1.9
<b>Nukumarū Easement</b>	10.3
<b>Nukumarū Encumbrances</b>	10.2.8
<b>Nukumarū Site</b>	10.1
<b>Paepae Rangatira Accord</b>	9.1.3
<b>Permitted Tuna (Eel) Catch</b>	12.4.1
<b>Prohibited Target Species</b>	12.1
<b>Prohibited Target Species Commercial Catch Proposal</b>	12.3.1
<b>Protection Principles</b>	11.31
<b>Puau Site</b>	10.1
<b>Rehu Village Site</b>	10.1
<b>Relevant Consent Authority</b>	11.15.1
<b>Representative Entity</b>	1.10
<b>RFR Deed</b>	14.2
<b>RFR Period</b>	14.4.2
<b>Shellfish RFR Deed</b>	12.6
<b>Statements of Association</b>	11.14.2
<b>Taranaki Claims</b>	Background
<b>Terms of Negotiation</b>	Background
<b>Transferee</b>	10.9
<b>Tuna (Eel)</b>	12.5.1
<b>Ukaipo Site</b>	11.2
<b>Undersized Tuna (Eel)</b>	12.5.2
<b>Waiinu Beach Site</b>	10.1

#### **Ngaa Raurutanga**

- 18.3 Ngaa Raurutanga has, for Ngaa Rauru Kiitahi, the meaning set out in clause 2.9.

#### **Terms used in Part 15: Tax**

- 18.4 Clause 15.19 defines certain terms used in Part 15: Tax.

#### **Defined terms**

- 18.5 In this Deed, unless the context requires otherwise:

**Anniversary Date** means the first Business Day after the expiry of each period of 12 months commencing on the Date of this Deed or the previous Anniversary Date (as the case may be);

**Antiquities Protocol** means the Protocol issued under clause 9.13 (including any amendments to that Protocol under clause 9.16.1);

**Antiquities Protocol Area** means the area shown on the map attached to the Antiquities Protocol together with the adjacent waters;

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

**Area of Interest** means the area identified in Schedule 5 as the area which Ngaa Rauru Kiitahi identify as their area of interest;

**Authorisation** means an authorisation granted by the Minister of Conservation under section 161 of the Resource Management Act;

**Business Day** means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

**Calculation Date** means:

- (a) the Date of this Deed, in respect of the period commencing on the Date of this Deed and expiring on the date before the first Anniversary Date; and
- (b) each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date;

**Commercial Redress** means the Redress to be provided by the Crown under clauses 14.2 to 14.4;

**Commercial Redress Schedule** means Schedule 3;

**Commercial Target Species** means a target species for the purpose of commercial fishing operations;

**Commissioner of Crown Lands** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

**Conservation Document** means a national park management plan, conservation management strategy, or conservation management plan;

**Conservation Legislation** means the Conservation Act and the other enactments specified in Schedule 1 to that Act (being legislation administered by the Department of Conservation);

**Court**, in relation to any matter, means a court having jurisdiction in relation to that matter in New Zealand;

**Crown Agency** means:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

### 18: DEFINITIONS AND INTERPRETATION

- (a) a Crown entity and includes the New Zealand Railways Corporation;
- (b) a State enterprise; or
- (c) any company or body which is wholly-owned or controlled by:
  - (i) the Crown, a Crown entity or a State enterprise; or
  - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises,

and includes any subsidiary of, or related company to, any such company or body;

**Crown Owned Mineral** means a mineral (as that term is defined in section 2(1) of the Crown Minerals Act) that is the property of the Crown under sections 10 and 11 of the Crown Minerals Act or over which the Crown has jurisdiction under the Continental Shelf Act;

**Cultural Redress** means the Redress to be provided by the Crown in accordance with Parts 10, 11 and 12;

**Cultural Redress Property** means a property described in Part 1 of the Cultural Redress Schedule;

**Cultural Redress Schedule** means Schedule 2;

**Date of this Deed** means the date this Deed is signed by the Parties;

**Deed and Deed of Settlement** means this Deed of Settlement, including the schedules to it;

**Deed of Covenant** means the deed of covenant referred to in clause 3.5 (the form of which is set out in Schedule 4);

**Deed of Recognition** means a deed of recognition entered into by the Crown under clause 11.23 or clause 11.24;

**Department** means a department or instrument of the Government, or a branch or division of the Government, but does not include a body corporate, or other legal entity, that has the power to contract, or an Office of Parliament;

**Disclosure Information** means, in respect of a Cultural Redress Property, the information provided by, or on behalf of, the Crown to Ngaa Rauru Kiiitahi as referred to in a letter from the Office of Treaty Settlements to the Nga Rauru iwi Authority dated 18 June 2003;

**DOC Protocol** means the Protocol issued under clause 9.4 (including any amendments to that Protocol under clause 9.16.1);

## NGAA RAURU KIITAHİ DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

**DOC Protocol Area** means the area shown on the map attached to the DOC Protocol;

**Effective Date** means the date that is 6 months after the Settlement Date;

**Eligible Registered Member of Ngaa Rauru Kiitahi** means Ngaa Uki o Ngaa Rauru Kiitahi aged 18 years or over on 10 November 2003 and registered on the register of members of Ngaa Rauru Kiitahi kept by the Nga Rauru Iwi Authority for the purpose of voting on this Deed;

**Encumbrances** means in respect of a Cultural Redress Property the leases, tenancies, licences to occupy, easements, covenants, or other rights affecting that property and set out in Part 1 of the Cultural Redress Schedule in relation to that property;

**Entity** means a body corporate or an unincorporated body such as a trust;

**Environment Court** means the Court referred to in section 247 of the Resource Management Act;

**Financial and Commercial Redress** means the Redress to be provided by the Crown under Part 14;

**Financial Redress** means the Redress to be provided by the Crown to the Governance Entity under clause 14.1;

**Fisheries Legislation** means the Fisheries Act 1983 and the Fisheries Act 1996 and all regulations made under either or both of those Acts;

**Fisheries Protocol** means the Protocol issued under clause 9.7 (including any amendments to that Protocol under clause 9.16.1);

**Fisheries Protocol Area** means the area shown on the map attached to the Fisheries Protocol together with the adjacent waters;

**GST** means goods and services tax chargeable under the Goods and Services Tax Act;

**Land Holding Agent** means the Minister of the Crown responsible for the Department that manages an existing or proposed Ukaipo Site, or the Commissioner of Crown Lands, as the case may be;

**Mandated Signatories** means:

- (a) Mike Noho, Carolyn Young, Martin Davis and Bill Hamilton; or
- (b) on the death or incapacity of any one or more of those individuals, the remaining individuals;

**MED Protocol** means the Protocol issued under clause 9.10 (including any amendments to that Protocol under clause 9.16.1);



## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

**MED Protocol Area** means the area shown on the map attached to the MED Protocol together with the adjacent waters;

**Memorials** means resumptive memorials imposed on land under the State-Owned Enterprises Act, the New Zealand Railways Corporation Restructuring Act or the Education Act;

**Minister** means a Minister of the Crown;

**Nga Rauru Iwi Authority** means The Nga Rauru Iwi Authority Society Incorporated;

**Nga Rauru Kiitahi Values** means, in relation to the Topuni, the statement by Nga Rauru Kiitahi of the cultural, spiritual, historical and traditional association of Nga Rauru Kiitahi with the Topuni, the text of which is set out in Part 6 of the Cultural Redress Schedule;

**Notice** means a notice in writing given under clause 17.10 and **Notify** has a corresponding meaning;

**Parties** means Nga Rauru Kiitahi and the Crown;

**Protocol** means a protocol issued under clauses 9.3 to 9.15 (including any amendments to that Protocol under clause 9.16.1);

**Quota** means quota under the Fisheries Legislation;

**Quota Management Area** has the meaning set out in the Shellfish RFR Deed;

**Quota Management System** has the meaning set out in the Shellfish RFR Deed;

**Redress** means:

- (a) the acknowledgements and the apology given by the Crown under Part 8;
- (b) the Relationship Redress;
- (c) the Cultural Redress; and
- (d) the Financial and Commercial Redress;

**Registrar-General of Land** means the Registrar-General of Land in accordance with section 4 of the Land Transfer Act;

**Relationship Redress** means the Redress to be provided by the Crown under Part 9;

**Relationships Schedule** means Schedule 1;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

**RFR Area** means the area of land within the boundary on SO 314771 and shown for the purposes of identification only on the maps set out in Schedule 3 to the RFR Deed;

**RFR Property** has the meaning set out in the RFR Deed;

**Settlement** means the settlement of the Historical Claims under this Deed;

**Settlement Date** means the date which is 20 Business Days after this Deed becomes unconditional;

**Settlement Legislation** means the bill referred to in Part 4 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

**Shellfish RFR Area** has the meaning set out in the Shellfish RFR Deed;

**Specified Coastal Area** has the same meaning as the Shellfish RFR Area;

**Statutory Acknowledgement** means the acknowledgement made by the Settlement Legislation in relation to a Statutory Area on the terms set out in clauses 11.14 to 11.22;

**Statutory Area** means an area, described in Part 3 of the Cultural Redress Schedule; references to SO plans are included in Parts 3, 4 and 5 of the Cultural Redress Schedule, for the purpose of indicating the general location of a Statutory Area and do not establish the precise boundaries of a Statutory Area;

**Statutory Plans** means regional policy statements, regional coastal plans, district plans, regional plans and proposed plans as defined in section 2(1) of the Resource Management Act and includes proposed policy statements referred to in the First Schedule to the Resource Management Act;

**Taranaki** means that area of land encompassed within the outermost extent of the claimants' boundaries as set out in figure 4 of the Interim Taranaki Report;

**Tax** includes income tax, GST and gift duty;

**Tax Legislation** means any legislation that imposes or provides for the administration of Tax;

**Te Tiriti o Waitangi/the Treaty of Waitangi** has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act;

**Topuni** means the site described in Part 6 of the Cultural Redress Schedule;

**Total Allowable Commercial Catch** means the total allowable commercial catch set by the Minister of Fisheries under sections 20 and 21 of the Fisheries Act 1996 in respect of the Quota Management Area; and

**Ukaipo Entitlement** means an entitlement granted to the Governance Entity;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

- (a) under the provisions of the Settlement Legislation giving effect to clauses 11.1 to 11.13;
- (b) over a Ukaipo Site; and
- (c) on the terms and conditions set out in Part 2 of the Cultural Redress Schedule;

**Waterway** means:

- (a) any lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being a continually or intermittently flowing body of fresh water, and includes a stream and modified water course, but does not include any artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal); and
- (b) coastal waters, including harbours.

### REFERENCES TO LEGISLATION

- 18.6 In this Deed certain legislation is referred to without including the year of that legislation. The year of the legislation referred to is set out below:

Antiquities Act 1975  
Arbitration Act 1996  
Building Act 1991  
Cadastral Survey Act 2002  
Conservation Act 1987  
Continental Shelf Act 1964  
Crown Forest Assets Act 1989  
Crown Minerals Act 1991  
Crown Proceedings Act 1950  
Education Act 1989  
Fisheries (Central Area Commercial Fishing) Regulations 1986  
Goods and Services Tax Act 1985  
Historic Places Act 1993  
Land Transfer Act 1952  
Local Government (Rating) Act 2002  
Maori Fisheries Act 1989  
Maori Reserved Land Act 1955  
Maori Reserved Land Amendment Act 1997  
Ministry of Agriculture and Fisheries (Restructuring) Act 1995  
National Parks Act 1980  
New Zealand Geographic Board Act 1946  
New Zealand Railways Corporation Restructuring Act 1990  
New Zealand Walkways Act 1990  
Perpetuities Act 1964  
Public Finance Act 1989  
Reserves Act 1977  
Resource Management Act 1991  
State-Owned Enterprises Act 1986

## NGAA RAURU KIITAHU DEED OF SETTLEMENT

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### 18: DEFINITIONS AND INTERPRETATION

Survey Act 1986  
Taranaki Maori Claims Settlement Act 1944  
Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977  
Treaty of Waitangi Act 1975  
Treaty of Waitangi (Fisheries Claims) Settlement Act 1992  
Wildlife Act 1953.

#### INTERPRETATION

- 18.7 In the interpretation of this Deed, unless the context otherwise requires:
- 18.7.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
  - 18.7.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
  - 18.7.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
  - 18.7.4 the singular includes the plural and vice versa;
  - 18.7.5 words importing one gender include the other genders;
  - 18.7.6 a reference to a Part, clause, Schedule or attachment is to a Part, clause, Schedule or attachment of or to this Deed;
  - 18.7.7 a reference in a Schedule to a paragraph means a paragraph in that Schedule;
  - 18.7.8 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
  - 18.7.9 a reference to a Party in this Deed, or in any other document or agreement under this Deed, includes that Party's permitted successors;
  - 18.7.10 an agreement on the part of two or more persons binds each of them jointly and severally;
  - 18.7.11 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
  - 18.7.12 a reference to a monetary amount is to New Zealand currency;
  - 18.7.13 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT

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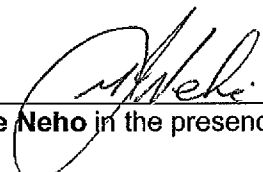
### 18: DEFINITIONS AND INTERPRETATION

- 18.7.14 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 18.7.15 a reference to the Crown, or a Crown Agency, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this Deed requires the Crown to promote Settlement Legislation;
- 18.7.16 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 18.7.17 in the event of a conflict between a provision in the main body of this Deed (namely, any part of this Deed except the schedules or attachments) and the schedules or attachments, then the provisions of the main body of this Deed prevail;
- 18.7.18 a reference to any document being in the form specified in a schedule or attachment includes that document with such amendments as may be agreed in writing between Ngaa Rauru Kiihahi and the Crown;
- 18.7.19 a reference to a date on or by which something must be done includes any other date which may be agreed in writing between Ngaa Rauru Kiihahi and the Crown;
- 18.7.20 where something is required to be done on a day which is not a Business Day, that thing must be done on the next Business Day after that day;
- 18.7.21 a reference to time is to New Zealand time;
- 18.7.22 a reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
- (a) that is agreed in writing between Ngaa Rauru Kiihahi and the Crown; and
  - (b) that results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either of the Parties;
- 18.7.23 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter; and
- 18.7.24 where the name of a reserve or other place is amended under this Deed, either the existing name or new name is used to mean that same reserve or other place.


NGAA RAURU KIITAHI DEED OF SETTLEMENT

SIGNED as a Deed on


SIGNED for and on behalf of NGAA RAURU KIITAHI by the Mandated Signatories:

  
Mike Neho in the presence of:

WITNESS

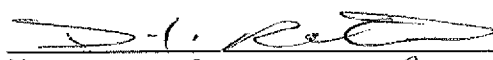
  
Carolyn Young in the presence of:

WITNESS

  
Name: Daryn Katana  
Occupation: Executive  
Address: Whangarei


Martin Davis in the presence of:

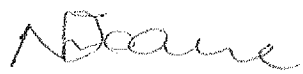
WITNESS

  
Name: Daryn Katana  
Occupation: Executive  
Address: Whangarei

Bill Hamilton in the presence of:


WITNESS

  
Name: Daryn Katana  
Occupation: Executive  
Address: Whangarei

  
Name: Narelene A-Nganeko Ioare  
Occupation: Coordinator,  
Address: Hutt.

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

WITNESS

  
Name: B R Clark  
Occupation: Secretary for Justice  
Address: Wellington






**NGAA RAURU KIITAHU DEED OF SETTLEMENT**

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**THIS DEED WAS SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES**

A handwritten signature in black ink, consisting of a stylized 'R' followed by a vertical line and a flourish.