2.118. In October 1901, the Horouta Maori Council passed a number of by-laws regulating health, the cleanliness of houses, alcohol consumption, hawkers, and billiard rooms. The Council could also delegate its powers to village committees of Māori kainga, villages or pā.

2.119. In June 1904, the Horouta Maori Council passed another by-law requiring tohunga and tukunga to be licensed by the Council. The by-law's licensing requirements encompassed "any person (whether European or Maori) who practises upon the superstition or credulity of any Maori in connection with the treatment of any disease". Tohunga practising without a licence were liable to a fine not exceeding £50. The Council had the authority to grant such tohunga licences with the caveat that the licensee could not "hinder or prevent" any "duly qualified medical practitioner" from treating patients or prescribing "European medicines suitable to the complaint".

2.120. Parliament enacted the Tohunga Suppression Act in 1907. The legislation authorised the prosecution of anyone "who misleads or attempts to mislead any Māori by professing or pretending to profess supernatural powers in the treatment or cure of any disease." Although the Crown seldom prosecuted Māori under the Act, Ngai Tai maintain that this legislation stigmatised tohunga practices and suppressed their ability to control their own well-being.

2.121. In 1906 and 1909 respectively, Tōrere residents Haka Tautuhi and Teotene Tokoto were elected to the Horouta Maori Council. Also in 1909, the three members of the Komiti Marae o Torere established by the Council were Takatua, Wetini Taku, and Ngaronui Makiwhara. By 1920, the composition of the Council had changed to include one "official member" and seven Māori members, one of whom was Te Otene Rangai of Ngai Tai.

2.122. The Horouta Maori Council continued to pass district by-laws concerning issues such as public health and alcohol licensing into the 1930s. However, the Horouta Maori Council, like its counterparts in other districts, was constrained in its effectiveness by limited financial resources and authority. Given these limitations, Māori councils had ceased to function by the mid-1940s.

Rates, Survey Liens, and the Torere Block

Rates

2.123. From 1894 to 1910, Māori freehold land was liable for half the rates of European-owned land. However, in 1910 the Crown promoted the Rating Amendment Act, which empowered local councils to levy rates on Māori land held under Native Land Court titles at the same rates as European-owned land. Given the steep terrain and comparative remoteness of their inland blocks, many Ngai Tai farmers struggled to generate the required income to pay the rates charged against their lands. This relative state of geographic isolation also meant that Ngai Tai benefitted little from the roads and services paid for by their rates.

2.124. The rates levied against some Ngai Tai lands were so burdensome that Ngai Tai owners sometimes sold their land to pay rates arrears. In February 1925, Wiremu Kingi Tutahuarangi's son (also named Wiremu Kingi) and Peterihi Kingi were "anxious" to sell Ōpōtiki Township Lot 101 Section 1 and Lot 102 Section 1 "on account of the annual

rates." Wiremu Kingi lamented that "about one third of the land is swamp", and that the sections were so unproductive that they were "eating their head off in rates, the annual amount of which is about £8." Although the government valuation of Lots 101 and 102 amounted to £260, these lots were sold to an Ōpōtiki fisherman for £150 (i.e. at a significant loss) in March 1926. Following the payments of arrears, additional rates, and Court fees, a balance of only £53.13.11 remained from the original £150 purchase amount.

2.125. The Crown sometimes encouraged Māori to sell land as part of arrangements to pay rates arrears. In November 1929 (during the Great Depression), Native Minister Apirana Ngata visited Māori coastal settlements at Omarumutu, Maraenui and Tōrere to explain his plans for the consolidation of Māori land. Ngata advised Ngai Tai to sell their unwanted land to the Crown at the government valuation of one shilling per acre. He said that, if this was done and the Crown wanted to purchase the land, he would make a deal with the Ōpōtiki County Council to pay rates arrears on Ngai Tai lands.

Torere 63

2.126. Along with rates, some significant costs associated with Crown surveys of Māori land blocks were registered as debts against these lands (see Post-1865 Crown Land Purchasing section). The burden of these rates and survey liens pressured Ngai Tai to sell some of their lands in order to realise debt payments. Ngai Tai had limited financial resources and few options for servicing significant debt beyond land alienation and its accompanying reduction in their tribal estate. In the case of the three constituent blocks of Torere 63 (namely, Torere 1B2, and Lots 1 and 2 of Torere 3), members of Ngai Tai alienated these lands by transferring them to the Crown in November 1931 to pay survey liens and rates arrears imposed upon them by the Crown and Ōpōtiki County Council, respectively.

2.127. In August 1931, Ngai Tai landowners assembled to discuss an approach to liquidating substantial survey liens of £1,289 (including interest), and rates arrears to the end of March 1932, totalling £2,025, owed to Ōpōtiki County Council. The survey liens and rates arrears were related to a January 1930 application by the Native Minister to prepare "a scheme of consolidation with respect to the Torere, Awaawkino [sic] and Waiaohoata blocks and the subdivisions thereof". After the Waiariki District Maori Land Board contributed £15 towards the survey debt, a balance of £1,274 remained. The Waiariki District Maori Land Board also contributed £10 toward the rates debt thereby reducing it to £2,015.

2.128. A Crown report observed that Ngai Tai's interior land blocks were poor-quality, steep, bush-covered hills unsuited for development by their Ngai Tai owners. The report stated that it was "encumbent [sic] to afford relief to the owners" of such "poor" land blocks with little capacity for cultivation. Consequently, the Crown remitted approximately two-thirds of the survey debt, reducing it to £435. After the Ōpōtiki County Council also remitted £1,589 and agreed to accept £435 in satisfaction of the rates arrears, the total survey lien and rates debt was reduced to £870. Discussing this arrangement, a Lands Department official said that as the blocks Ngai Tai offered had little "utility value," he did not consider the Crown should have to pay out money for rates as well as remitting a portion of the survey lien.

2.129. The Crown offered to purchase four Tōrere blocks (Tōrere 1B 2, Tōrere 1B 15, and Lots 1 and 2 of Tōrere No. 3) totalling 6,613 acres to liquidate the survey liens and rates debts of the Ngai Tai owners. However, after the Ngai Tai owners objected to the Crown's valuation of £250 for Lots 1 and 2 of Tōrere No. 3, the owners requested a second valuation by an independent valuer. Consequently, the Crown supplied valuations produced by both the independent valuer and the Crown agent.

2.130. The August 1931 meeting of Ngai Tai owners selected the highest valuation for each block, resulting in their combined value exceeding that of the debt charged against their lands. Although the independent valuer's combined valuation of the two lots of Tōrere 3 was £540 as opposed to the Crown's valuation of £250, the Crown accepted the higher valuation. Consequently, the owners passed a resolution to alienate only three blocks, retaining the 1,254-acre Tōrere 1B 15.

2.131. In September 1931, the Crown agreed to purchase the three blocks and accept a cash payment of £24 seven shillings and sixpence in full satisfaction of the survey lien and rates debt from the Waiariki District Maori Land Board. This sum came from £150 held by the Board in rent payments for Tōrere 1B2, a block owned by all Ngai Tai, and one of the three blocks Ngai Tai transferred to Crown ownership. In October 1931, the Native Land Court vested Tōrere 1B 2, and Lots 1 and 2 of Tōrere No. 3 in the Crown. The following month, the three blocks were proclaimed Crown land. Following consolidation in August 1937, the three blocks became Tōrere 63.

2.132. In March 1976, the Crown set apart the three constituent blocks of Tōrere 63 as State Forest land under the Forests Act 1949. In 1979, the three blocks were set apart under the same legislation and formed part of Raukūmara State Forest Park. Today, Tōrere 63 is part of Raukūmara Conservation Park.

Ngai Tai Consolidation Scheme

2.133. From 1911, Apirana Ngata promoted consolidation schemes as a means of concentrating the scattered land interests of Māori individuals or families into a small number of large contiguous blocks. The consolidation schemes were a Crown attempt to address the legacy of fragmented Māori land ownership that occurred through the operations of the native land laws. The value of the individual Māori interests in consolidation scheme lands was determined after assessments of encumbrances, including outstanding title fees, survey charges, and local rates. Ngata saw consolidation as an opportunity to make consolidated blocks "conform to modern requirements," including having fenced boundaries, access, and water-supplies, and the classification of Māori land for local taxation purposes.

2.134. In a 1931 statement to the Houses of the General Assembly, Ngata noted that consolidation had encountered "considerable conservatism" in the Native Land Court and among iwi whose lands were affected. However, he added that Māori communities where consolidation had occurred were insistent that it should be carried out with "speed and vigour". Ngata considered that the schemes also benefitted the Crown and private purchasers by virtue of concentrating their purchased interests in large adjoining blocks.

2.135. The Ngai Tai Consolidation Scheme began in 1930 but was paused for several years due to a lack of staff. In 1935, a Consolidation Officer reported that the Tōrere land being considered for consolidation "embraced the Torere Development Scheme," and that land suitable for settlement was limited to the coastal terraces. He further noted that consolidation data had been brought up to date in 1930 when the Crown tentatively identified locations for consolidation, and that consolidation could proceed.

2.136. Work on the Ngai Tai Scheme recommenced in 1936. In August, approximately sixty Ngai Tai gathered at Tōrere to discuss the scheme with Crown consolidation officers. Addressing the meeting, Wetini Taku said he had been "waiting and praying" for seven years for the consolidation work to commence. Taku noted that occupants of sections which were part of the Torere Development Scheme (discussed in the Twentieth Century Administration of Ngai Tai Affairs section) were uncertain of their tenure, and wanted their lands consolidated so they could work the land they occupied without "misgivings".

2.137. During a second meeting at Tōrere in October, Crown consolidation officers consulted Ngai Tai owners about a proposal that "family or kindred associations" groups be located together on the consolidated blocks. The officers added that while appeals to the Native Land Court were "permissible", the Court's ruling was final. In response, Ngai Tai established a nine-member consolidation committee to help the consolidation officers consider disputes and to reach "a fair and equitable" outcome.

2.138. Although comparatively few details are recorded, in December 1936, a Native Land Court hearing attended by "a large gathering of the Torere people" considered ten objections to the proposed Ngai Tai Consolidation Scheme. Some appellants objected to the Court awarding titles in a block to specific individuals, whilst others sought to exchange their titles with other individuals to create larger adjoining interests with their own consolidation 'group'.

2.139. In March 1937, the Native Land Court considered disputes in six new cases relating to "locations within certain portions" of the Ngai Tai Consolidation Scheme. After the Court ruled on these cases, three consolidation officers returned to Tōrere in May to again address a large gathering of Ngai Tai interested in the consolidation scheme. The officers stressed that while they would hear any further objections, "...only those cases where there has been obvious errors made and require to be rectified will be heard. Objections against arrangements already made and to which the objector is a party will not be heard."

2.140. In July 1937, the Acting Native Minister notified the confirmation of the "Ngaitai Consolidation Scheme," comprising Tōrere 1B 12B and other blocks. The following month, the Native Land Court issued final consolidation orders for Tōrere Pā numbers 1-47; Tōrere sections 1-65; Whitikau A sections 1-3; the four Tōrere urupā, Hānoa, Te One, Owhainene, and Opeperu; Tōrere Reserves numbers 1-4; and Tōrere road lines.

2.141. While not mentioning the Whitikau blocks, a government report noted that the scheme comprised 152 subdivisions of the Torere, Waiohoata and Awaawakino blocks totalling 27,495 acres. The report further noted that Native Land Court had made 688 succession orders, that the number of land titles had been reduced from 152 to 112, and that a survey of the subdivisions was necessary to complete the titles.

2.142. The Ngai Tai groups located on the consolidated blocks varied in size. For example, the four Tōrere urupā (Hānoa, Te One, Owhainene, Opeperu), totalling approximately 15 acres after consolidation, were vested in all the owners of the Tōrere and Whitikau subdivisions, with twelve Ngai Tai acting as trustees. By contrast, the 101-acre Torere Section 45 was vested only in Wetini Taku and two others.

Compulsory Acquisition of Uneconomic Interests

2.143. In 1953, the Crown promoted the Maori Affairs Act which empowered the Maori Trustee to compulsorily acquire "uneconomic" interests in Māori freehold land (i.e. interests valued at £25.00/$50.00 or less). Much like consolidation schemes, the purpose of enabling the Maori Trustee to acquire uneconomic interests compulsorily was to simplify Māori land title and reduce the number of owners of individual land blocks. The Maori Trustee could acquire uneconomic interests through court orders or through voluntary sales by Māori owners (known as "live-buying"). The Maori Trustee could then sell these interests to other Māori or to the Crown. In practice, the Maori Trustee's compulsory acquisition of "uneconomic" interests deprived many Māori owners of their small land interests in their whenua and of their connections to their tūrangawaewae.

2.144. Between 1970 and 1972, a Ngai Tai minority shareholder in the Tōrere 39 block (who had initially inherited 0.57911 shares in June 1949) sought legal advice about "obtaining sole title to the Block [Tōrere 39] if possible." Subsequently, the Maori Trustee compulsorily acquired uneconomic interests in Tōrere 39 at the request of this shareholder's solicitors in June 1972.

2.145. In February 1970, the aforementioned shareholder purchased all the interests in the block held by Te Haua Babbington (i.e. 70.167 shares, valued at $203.00 total) and Te Iwingaro Babbington (i.e. 70.233 shares, valued at $203.00 total). These transactions brought this shareholder's total number of shares in the block to approximately 141.

2.146. In May 1970, this shareholder's solicitors wrote to the Maori Trustee on their client's behalf, requesting advice "as to whether or not the Maori Trustee could convert the uneconomic interests in the Block for sale to our client." The Deputy Registrar of the Maori Land Court in Rotorua responded to this request and initially recommended holding a "meeting of assembled owners" to secure the shareholder's sole ownership of Tōrere 39. However, the solicitors declined to hold a meeting of Tōrere 39's owners on the basis that "one of the major owners is adamant that he will not sell his interests in the Block." The solicitors reasoned that this owner's opposition would prevent the quorum required for their client to acquire sole ownership of Tōrere 39. Instead, it was agreed that the shareholder should obtain a "special up-to-date valuation" of the land in Tōrere 39 to determine which of the remaining owners' interests were "uneconomic". Once this had been done, the Deputy Registrar offered to apply for a consolidated order to enable the Maori Trustee's acquisition of the identified uneconomic interests.

2.147. The special valuation for Tōrere 39 was completed on 23 July 1970 and set at $1,400.00 (for a total of 467 shares, working out at approximately $3.00 per share). With the valuation up-to-date, the shareholder's solicitors wrote again to the Maori Trustee in late August 1971 to convey that their client was "desirous of acquiring the interests of the many small and uneconomic interests in the Block" through a consolidated order.

2.148. The consolidated order enabling the Maori Trustee to acquire the uneconomic interests in Tōrere 39 on behalf of the shareholder was prosecuted at a Maori Land Court sitting in Ōpōtiki on 8 February 1972. A draft consolidation order was then displayed for public inspection for a period of two months at the Tōrere Post Office and the Ōpōtiki and Rotorua offices of the Department of Maori Affairs. According to the Deputy Registrar of the Maori Land Court in Rotorua, "no objections [to the consolidation order] were received" during this time.

2.149. On 26 June 1972, the Maori Trustee compulsorily acquired the uneconomic interests of 55 owners in the Tōrere 39 block amounting to 36.48389 shares, valued at a total of $125.81.

2.150. In October 1972, the Maori Trustee sold these 36.48389 shares in Tōrere 39 to the above-mentioned shareholder for $138.39, bringing her total number of shares in the block to 251.396. Following this purchase of uneconomic interests from the Maori Trustee, the shareholder became the majority landowner in Tōrere 39, with the block's other 215.604 shares remaining in the ownership of one other Ngai Tai individual.

PUBLIC WORKS

Roads

2.151. The road which is today Highway 35 is of vital importance to Ngai Tai at Tōrere. It provides the only road link for supplies, as well access to the nearest secondary school for Ngai Tai students at Ōpōtiki, and access to the closest hospital facilities in Whakatāne.

2.152. From the 1870s, Ngai Tai contributed to the construction, improvement, and maintenance of the road that would later develop into Highway 35 from Ōpōtiki to Tōrere and beyond. In 1872, a Crown official reported that he had arranged with Wiremu Kingi for roading to the east of Opape through Ngai Tai land and, by 1873, Ngai Tai had completed a bridle path from Opape to Awaawakino and from Tōrere to Tunapahore. In 1886, a Crown official noted that Ngai Tai were employed on widening the road between Opape and Tōrere. Nevertheless, in 1908, Apirana Ngata stated in Parliament that there were few roads in the north-eastern Bay of Plenty and there were six miles of formed road between the settlements.

2.153. In the twentieth century the Crown began taking more steps to develop better roading that serviced the Ngai Tai rohe. In 1922, the Crown proclaimed portions of Awaawakino A, Awaawakino B, Waiohoata A, Tōrere No. 1A, Tōrere No. 1B and Tōrere No. 2 (totalling approximately 67 acres) as public roads under the Native Land Amendment Act 1913. Although there were subsequent deviations, these roads followed the approximate path of Highway 35.

2.154. In 1932, the Crown proclaimed road lines that included five portions of four Waiohoata A partitions (totalling approximately two acres) to be public roads under the Native Lands Act 1931.

2.155. In the late 1930s, the *Poverty Bay Herald* recognised the potential for an improved road from Gisborne to Ōpōtiki becoming a popular tourist route. This route passed through

Tōrere and in 1940, the Crown took slightly more than six acres of partitions of the Waiohoata and Tōrere blocks under the Public Works Act 1928 for roading. The Public Works taking involved land in blocks that had been consolidated in 1937 including Tōrere 21, Tōrere 22, Tōrere 23, Tōrere 34 and Tōrere Pā 39. Health issues associated with the dust nuisance caused by the unsealed road passing through Tōrere will be discussed in the Mana Tangata section.

2.156. Wartime contingencies affected the construction of transportation infrastructure at Tōrere. While two bridges at Tōrere were nearing completion in 1940 it wasn't until 1944 that the road approaches were finally under construction. The lack of road access to the bridges over this period meant that traffic had to be diverted "from the old road which skirted the beach for some distance and became impassible in very stormy weather".

Tōrere Gravel Pits

2.157. By 1927, Crown officials were aware that gravel sourced from coastal land at Tōrere was of "excellent quality'" and strength. The Waioweka River Bridge in Ōpōtiki, built in 1927, was constructed exclusively using Tōrere gravel. Ōpōtiki Borough Council also purchased large amounts of Tōrere gravel for roading from unknown vendors in the 1930s and 1940s.

2.158. In 1948, the Public Works Department called for tenders for the supply and delivery of Tōrere Beach shingle, and the following year the Ministry of Works sought tenders to supply and deliver Tōrere shingle for the Whakatāne-Gisborne State Highway.

2.159. Gravel extraction operations meant that heavy vehicles passed close to Tōrere settlement and along the beach to access the gravel pits. In 1948, this resulted in a tragic accident when eight-year-old Manu Huia Toka was fatally injured by a gravel truck.

2.160. In November 1950, a Crown official noted that Ngai Tai had raised the issue of the Ministry of Works operating a gravel crusher on Tōrere Reserve No. 2 directly opposite Tōrere Marae. In the same month, a Crown official wrote to the Ministry of Works District Engineer at Tauranga informing him that the Ngai Tai owners of Tōrere Reserve No. 2 objected to the Ministry of Works removing gravel from the block without paying royalties, and inquiring under what authority the Ministry was acting and whether it proposed paying Ngai Tai compensation.

2.161. Early in 1951, a Senior Engineer noted that gravel had "always been taken" from Tōrere Beach by the Public Works Department, Ōpōtiki Borough Council, and contractors. He claimed that in most cases the removal of gravel for roading had "no detrimental effect whatever", adding that the Department had "no wish to trespass or injuriously affect any private property." The engineer sought the cooperation of the Department of Maori Affairs in arranging supplies of gravel "until such time as the necessary legalisation of pits is completed," adding that it was "regretted if inadvertently metal has been taken from Maori land without consent."

2.162. In April 1951, Whareparoa Rewharewha (one of the 12 trustees of Tōrere Reserve No. 2) wrote to the Minister of Works on behalf of Ngai Tai. Rewharewha protested that the iwi had a long-standing grievance regarding the removal of gravel from the 31-acre reserve without payment of royalties, whether for use on the main highway or by private entities

(including Ōpōtiki county and borough councils and private individuals). The Minister informed Rewharewha that he had ordered that the matter be investigated.

2.163. Also in April, the Senior Engineer wrote to the Ministry of Works District Engineer again noting that Tōrere was a well-known source of good shingle and that for the Crown "it has been the custom for many years to take shingle from this locality, whenever needed." The engineer added there had been occasional opposition from the Māori owners who claimed ownership of the gravel but he asserted that "the whole object of this opposition is to claim royalty for shingle which has no value except as road metal." As the use of Tōrere gravel during the construction of the Waioweka River Bridge showed, this claim was incorrect.

2.164. In May 1951, a Crown official stressed it was "very necessary" that the Public Works Department's sourcing of gravel from Tōrere "should be legalised."

2.165. Rewharewha again wrote to the Minister of Works in July 1951, expressing hope that the removal of gravel without payment had "not been lost sight of" by the Minister. In response, the Minister said he regretted the delay but was unable to respond fully until he received information regarding the legal status of the land.

2.166. The following month, the District Commissioner of Works reported that he had a list showing 345 owners of Tōrere Reserve No. 2, with a supplementary list increasing the total by forty-five. The Minister of Works then wrote to Rewharewha stating that given the number of Māori owners of Tōrere Reserve No. 2, their individual interests "must, therefore, be very small." Nonetheless, the Minister said he was expediting a survey of the land and on completion the question of compensation would be taken up with the owners or the Maori Land Court.

2.167. By August 1953, the Crown had not attempted to negotiate the payment of royalties for Tōrere Beach gravel. Meanwhile, Ngai Tai landowners had entered into an agreement with a private contractor permitting the removal of gravel from a portion of the land at Tōrere Beach for royalty payments of approximately £60 per annum.

2.168. That month, the Chairman of Trustees of Tōrere Reserve No. 2 wrote to the Ministry of Works Resident Engineer informing him that the owners had granted sole rights to extract metal from a portion of Tōrere Reserve No. 2 to Screen Metal Ltd. of Ōpōtiki.

2.169. Noting that the owners had been "very generous, over the years, for the public good," and that the Ministry of Works, contractors, and the general public had had "a very good innings," the Chairman informed the Ministry that, unless it came to an agreement with Screen Metal Ltd., it would have to cease removing gravel from the site. The trustees had been instructed to place "this valuable asset on a proper business footing" with any revenue applied to "health, [and] educational and recreational activities for the Ngaitai community." Finally, the Chairman said that if the Ministry preferred it could negotiate terms with Ngai Tai for gravel from the western end of the Reserve.

2.170. Three days later, a Crown engineer warned the District Commissioner of Works that the agreement with Screen Metal Ltd. gave the company a monopoly over supplies of gravel from the north-eastern end of the beach, and that the Ministry of Works was obliged to negotiate with the Trust Board for metal taken from the south-western end. The engineer

therefore sought urgent approval to issue a Notice of Intention to take the Nga Tai land under the Public Works Act.

2.171. An annotation on the engineer's memo reflected the Ministry's concerns:

> *Obviously the Maoris have taken a shrewd step to force us to pay royalty through a contractor. They are not entitled to royalty for material that has no market value apart from public works… We would get nowhere trying to deal with the Maoris. I think the only practicable course is to take the land.*

2.172. Later that year, the engineer noted that despite a sign at Tōrere Beach saying that metal could only be removed from the beach with the permission of the Tōrere Reserve No. 2 trustees or Screen Metal Ltd, the Ministry of Works was continuing to take gravel from the area "as we have done for years."

2.173. In June 1955, a solicitor representing Ngai Tai accused the Ministry of illegally taking shingle from the reserve for several years without paying royalties, and warning that unless it addressed the situation the owners would fence off the reserve and prevent Ministry vehicles from accessing the shingle pits. The solicitor claimed that the Public Works Department had dug a large trench which flooded at high tide causing scouring that prevented Screen Metal Ltd. from accessing its site.

2.174. In December 1955, the Crown gazetted the taking of approximately 18 acres of Ngai Tai land on which the gravel pits were situated, and the easements providing legal access to them. While most of the land was taken from parts of Tōrere Reserve No. 2, one portion was part of Tōrere Pā Section 41.

2.175. During a 1958 Maori Land Court hearing to assess compensation for the 1955 Public Works taking, Ngai Tai sought £1,213 and disagreed with the Crown valuation of £27 for the land, which they considered did not include the shingle. Noting that the area was a popular camping spot that was used extensively for surfcasting, the solicitor also noted the high quality of the Tōrere shingle and observed that it had been used in the construction of the Waioweka River Bridge.

2.176. Giving evidence during the 1958 hearing, the Chairman of Screen Metal Ltd. claimed that the Public Works Department's workings were close to his company's operation. He claimed that the Department pit was so low that river flood waters deposited silt in the trench and thus weakened the beach to the extent that the pit was partly responsible for the river breaking through.

2.177. Following an adjournment, the Court resumed its compensation hearing in July 1959. A Crown official testified that the mouth of Wainui te Awa was currently opposite the bridge, whereas ordinarily it was further east towards the bluff at the end of the beach.

2.178. In August 1960, the Court gave its decision regarding compensating Ngai Tai for the gravel extracted from Tōrere Beach. It found that the Crown had taken shingle from Tōrere Beach prior to the Public Works taking, "reluctantly" accepting that this involved 2,920 cubic yards (which it thought may have been an underestimate of the actual amount taken). The Court also found that while the Crown had not taken the area where Screen

Metal Ltd. operated, the Department's own gravel extraction activities near the Screen Metal Ltd. gravel hopper amounted to "wrongful entry on land never taken by proclamation, which entry caused the owners to lose a profitable taker of metal."

2.179. Although a Crown engineer insisted that the Crown's gravel operations had not deviated the course of Wainui te Awa, the Court found that "such was the case" when it visited the site as no water was flowing under the western road bridge.

2.180. The Court also found that the Crown's gravel extraction prior to the 1955 Public Works taking interfered with that of Screen Metals Ltd. and contributed to the contractor abandoning his own gravel operation at Tōrere. This interference effectively ended Screen Metal's royalty arrangement with Ngai Tai.

2.181. The Court subsequently awarded £668, 5 shillings in compensation. The award consisted of £303, five shillings for wrongful entry; £73 for gravel taken prior to the 1955 Public Works taking; £250 for the land; and £42 in legal costs. Regarding gravel taken by the Crown from areas beyond the 1955 Public Works taking, the Court believed this had occurred but did not make an award as it had insufficient evidence to assess compensation.

2.182. At this time, a Crown official also noted that, in the period between the Crown's 1953 decision to take the land and the 1955 gazettal, the Public Works Department had continued "without authority, and against the owners wishes, to remove gravel..." The following month, the Commissioner of Works conceded that "the award of royalty appears to be mainly in respect of land on which the Department trespassed and in view of all the circumstances, it would not be a good case for the Department to test on appeal."

2.183. In April 1961, the Crown paid £668, five shillings in compensation to the Tōrere Marae trustees for the 18 acres of Tōrere Reserve No. 2 taken under the Public Works Act 1928.

2.184. In May 1975, the Crown set apart 109 acres, 2 roods, and 5 perches of Tōrere Reserve No. 2 as a Māori reservation "for the purposes of a beach, river, and bush reserves, and recreation purposes, for the common use and benefit of the Ngaitai tribe."

2.185. In 1986, the trustees of Tōrere Reserve No. 2 reached an agreement with the Ministry of Works to purchase part of the quarry reserve. A survey plan made in March 1986 divided the reserve into two segments. The western segment and an additional northern portion of the reserve which had been taken for public works in 1955 (totalling 12.9 acres) were revested in the trustees of Tōrere Reserve No. 2 in late July. The other five-acre eastern segment remained in Crown ownership as a gravel pit reserve.

2.186. Today, 50.7086 acres, 1 rood, and 8.59 perches of the reserve are in private ownership as a Māori reservation. The other five acres of Tōrere Reserve 2 remain in Crown ownership.

MILITARY SERVICE

2.187. Ngai Tai military service has spanned many decades and has taken place in multiple countries. Some of the individuals who have served are discussed in the following paragraphs.

World War One

2.188. Hori Mio of Ngai Tai was among the first New Zealanders to enlist for military service in 1914. He enlisted 12 days after the declaration of war and served in the Samoan Expeditionary Force that occupied German Samoa. Tōrere servicemen Nepia Ratima, Tom Rihimona, and Taane Toka all served at Gallipoli in 1915.

2.189. For Ngai Tai servicemen and their whānau, the physical and emotional toll of the war could be profound and long-lasting. Ratima was killed in action on the peninsula in August and is commemorated on the Chunuk Bair Memorial at Gallipoli. Rihimona was seriously wounded at Gallipoli in September and later died of his injuries in Alexandria. Although Toka survived Gallipoli, he was killed in action the following year in northern France.

2.190. Privates Wipere Honatana, Hemi Rewharewha, and Rewiri Hahipene, all of Tōrere, departed for Europe together in 1917. On New Year's Eve 1917, Rewharewha and his fellow Ngai Tai soldier, Te Ruawai Hunia, died of wounds received in action in France. On the same day, Hahipene and Honatana sustained serious wounds. Lance Corporal Winiata Hunia, who served in the Australian Imperial Force, was killed in action in France the following year.

2.191. Ngai Tai also contributed to the war effort on the home front. In 1916, Ngai Tai at Tōrere presented 4,000 bullets from the New Zealand Wars period to the Defence Department in the hope they could be used in the manufacture of munitions.

2.192. In 1919, the *Gisborne Herald* reported that the Maori Soldiers' Fund Council had leased 4,000 acres at Tōrere, which had been stocked with £7,000-worth of cattle and sheep. By 1922, Māori from Tōrere to Paritū on the East Coast had contributed £34,000 in cash and kind to the Fund.

World War Two

2.193. Following the commencement of World War Two in 1939, Ngai Tai were again among the earliest to enlist. Tame Rihimona, Ropata Wharehaua Maxwell , and Te Raina Kingi, all of Tōrere, volunteered for service in October 1939. Ngai Tai wartime sacrifices include Lance Corporal Tamati Reweti Wipaki who was wounded in Libya in 1941 and was invalided home early in 1942. Corporal Tipuna August of Tōrere was wounded in action in 1943 and was invalided back to New Zealand in 1945. Ngai Tai recall that the brother of Tipuna, Private Tauranga August, changed his surname to Akuhata in order to enlist alongside Tipuna in the 28 (Māori) Battalion. Like his brother, Tauranga Akuhata was also wounded in action. Rihimona (Ritchie) Davis — a Ngai Tai servicemen who enlisted in Karetu — received the Distinguished Conduct Medal for bravery during the Battle of Alam el Halfa. Davis was invalided back to New Zealand and died in 1947 from sand in his lungs.

2.194. As the war progressed, Ngai Tai soldiers continued to pay a heavy toll. Wetini Mio and Hatu Herewini were killed in action in Italy in 1944, while Tuhi Whetu, whose wife lived at Tōrere, was wounded. The following year, Corporal Wiremate Maxwell and Tauranga Akuhata were wounded. Nonetheless, Tōrere men like Rutene Maxwell continued to enlist and Ngai Tai held sports events and dances at Tōrere in support of the war effort, with one raising £150. World War One veteran Hori Mio received a lieutenant's commission in the Ōpōtiki Battalion of the Home Guard in 1941.

2.195. Ngai Tai who lost their lives during the two world wars were buried in the countries where they died, making it difficult for whānau to visit their graves. Wetini Mio and Hatu Herewini lie in different cemeteries in Italy.

Post World War Two Military Service

2.196. Ngai Tai military service continued following the cessation of hostilities in 1945. Corporal Josiah Mio of Tōrere served from 1946 to 1947 in J Force, New Zealand's contribution to the post-war Allied occupation of Japan.

2.197. In 1966, Waitawhiti Toni and his first cousin Rongomai (Mossie) Honatana died while serving in the Borneo Confrontation and are now buried in a Tōrere urupā. Te Whakahuihui Vercoe MBE of Ngai Tai served in Malaysia and Borneo in the 1960s and was then appointed chaplain to the New Zealand troops in South Vietnam in May 1968, where he provided pastoral and chaplaincy services on active service and was exposed to Agent Orange. Te Whakahuihui was Bishop of Aotearoa from 1981 until 2004, and in 2004 he became Primate and Archbishop of Aotearoa, New Zealand and Polynesia. He is noted for his memorable address at the 1990 Treaty of Waitangi 150 year celebrations. Present at the event were Prime Minister Geoffrey Palmer and Queen Elizabeth II. He addressed the Crown directly, stating "you have marginalised us. You have not honoured the Treaty."

2.198. Chaplain Vercoe's son, Lieutenant Colonel Graeme Vercoe, served in the Middle East from 1988-89 as part of the United Nations Iran-Iraq Military Observer Group.

2.199. The long and distinguished record of Ngai Tai military service remains a significant source of pride for the iwi.

TE TAIAO

2.200. Ngai Tai, in accordance with their tikanga, have an unbroken, inalienable, and enduring sacred relationship with te ao tūroa (the natural world). This spiritual relationship traces back to the Atua through whakapapa and carries with it the responsibility of kaitiakitanga towards te ao tūroa. In return, the lands and waters of Tōrere have historically provided Ngai Tai with their means of subsistence and livelihood. The hauora of the Ngai Tai people is, therefore, inseparably connected to the vitality of the awa, moana, whenua, forests, and taonga species of their rohe as well as to the iwi's ongoing ability to sustainably control, safeguard, and manage these taonga.

Te Wai

2.201. Ngai Tai consider the awa and moana of their rohe (including the Wainui te Awa, the Wai Tii te Awa, Waipuna Stream, the springs, Te Puna i Ōrini and Te Waimātaotao, and all of these waters' tributaries) to be taonga. For many generations, Ngai Tai sustainably managed their coastal and freshwater fisheries to feed their people, fulfil the obligations of manaakitanga, maintain the mauri of the waters, and prevent overfishing (for example, by enforcing rāhui to protect mahinga kai).

2.202. Ngai Tai traditionally depended on kai harvested from their forests, rivers, wetlands, gardens, and the sea to create a complete seasonal food system. As a coastal people, Ngai Tai have relied especially on food sources from the sea and rivers, including various shellfish, fish, and other freshwater species.

2.203. Eye-witness accounts from visitors to Tōrere indicate that kaimoana was historically abundant in and around its waters in the late-nineteenth and early-twentieth centuries. In 1880, "millions of dead fish, including schnapper [sic.], kahawai, and mullet," were observed along the coast, reportedly as the result of submarine volcanic activity. Three years later, fish populations had bounced back, with one writer from the *Bay of Plenty Times* observing that "very large shoals of schnapper [sic.] and kahawai have frequented Torere, Te Kaha, and Maraenui during the past week or two."

2.204. A 1935 photograph of Ngai Tai individuals preparing more than 100 fish for the 1,000 attendees of the Annual Maori Choir Contest in Tōrere (see figure 3) illustrates the bountiful kaimoana resources that allowed Ngai Tai to feed not only themselves but their manuhiri as well. Ngai Tai kaumātua also recall "catching large quantities of fish such as Tarakihi, Kahawai and Tāmure, sometimes filling entire boats" with their catches in decades past.

2.205. This abundance no longer exists in the awa and moana of the Ngai Tai rohe. Ngai Tai have observed a significant decline in kaimoana populations across their lifetimes to the extent that many people in the rohe can no longer rely on gathering traditional foods for subsistence as in former times.

2.206. Since the nineteenth century, the sedimentation and pollution of waterways (often as the result of farming and deforestation) have severely depleted kaimoana stocks and degraded the condition of mahinga kai in Tōrere. Additional pressures contributing to this deterioration include the proliferation of poisonous algal blooms in coastal areas, damage to riparian habitats, predation by introduced species such as brown trout and rainbow trout, commercial trawling, and overfishing by visitors to the Ngai Tai rohe who are unfamiliar with local tikanga.

2.207. In 1893 and 1908, respectively, the Crown promoted legislation which facilitated the transformation of wetlands into pasture by granting local drainage boards the power to construct and maintain drains and watercourses. In the Bay of Plenty, "most wetlands in the region have now been drained and developed for farming." Between 1938 and 1939, for example, draining work took place on lands within the Torere Development Scheme. Ngai Tai oral tradition records that drainage activities contributed to the disappearance of

swamp environments in their rohe (such as Te Kurepe) which once supported mahinga kai for tuna.

2.208. A major threat to kaimoana and mahinga kai in the Ngai Tai rohe has been the clearing of native forest for farm pasture and agriculture throughout the nineteenth and twentieth centuries. In 1939, for example, the Crown promoted logging activities to increase the amount of "productive" agricultural land on the Torere Development Scheme by subsidising Ngai Tai farmers to clear trees from 55 acres of the Scheme's land. Such transformations in land use intensified soil erosion, water pollution, and the sedimentation of rivers in Tōrere.

2.209. In the 1950s, the New Zealand Forest Service began granting milling companies the right to cut timber in the Tōrere 64 block. In 1953, a Crown official who commented on a forestry report concerning Tōrere 64 did not consider that timber "removal would cause any excessive erosion" in the steep hill country of the block. Nevertheless, he expressed concern that a proposed access road through the Opape, Awaawakino, and Waiohoata blocks posed a further erosion risk, given that this steep country already "show[ed] signs of slipping even under bush cover". The Senior Forest Ranger's initial report also observed that "there have been some slips on the cleared and grassed lands" in the Tōrere 64 block.

2.210. In 1925 and again in 1959, the New Zealand Forest Service promoted intensive afforestation schemes to increase national timber supplies and mitigate the erosive effects of deforestation. The Crown-sponsored planting of exotic tree species (most notably pine) by the Forest Service and private companies further detrimentally impacted the waters of the Ngai Tai rohe. The 2,253.8ha *pinus radiata* plantation across the Tōrere 64 and 65 blocks has been identified as a likely factor contributing to reductions in Wainui te Awa and the Rawea Stream's water levels.

2.211. Additionally, following their introduction in the nineteenth century, willows were planted extensively along New Zealand rivers as cost-effective stopgaps to shore up riverbanks against erosion. However, Ngai Tai individuals consider that the planting of willows along the Wai Tii te Awa released large amounts of sediment into the water and thereby significantly increased flood risks in their rohe.

2.212. The sedimentation of rivers also increased the likelihood of water channel migration. The Crown's extraction of shingle from Tōrere Beach in the 1950s (discussed in the Public Works section) contributed to excess sedimentation which resulted in Wainui Te Awa "breaking through" the gravel pits and into the sea. The subsequent deviation and reduced water flow of Wainui te Awa have detrimentally impacted the migration of species like īnanga (whitebait) and tuna (long-fin eels) by impeding their entry to and exit from the ocean. Wainui Te Awa continues to leach into the sea near Tōrere Pā, with less freshwater reaching the original river mouth further east. A sheltered lagoon which once existed near the original river mouth has disappeared. Ngai Tai recall that this lagoon previously provided the fish with a sheltered inlet where "the tides and currents would naturally guide them into the river."

2.213. In the twentieth century, the Crown helped to promote dairy farming, which also contributed to the pollution of waterways in Tōrere. Prior to the Crown's establishment of the Torere Development Scheme in 1931, "many of the [Ngai Tai] owners had already

commenced dairying, some with the assistance of the [Waiariki] Maori Land Board". Once constituted, the Torere Development Scheme was "purely a dairying scheme". By 1932, the Crown was aware that nutrient-deficient "pumice soils" predominated in the Torere Development Scheme, meaning that the lands required "intensive methods of soil preparation," including fertilising and manuring. Cattle manure is widely recognised as a major source of pollution that has degraded the health of New Zealand's aquatic ecosystems. Ngai Tai consider that dairy farms in Tōrere (many of which were administered by the Crown during the Torere Development Scheme) have repeatedly polluted waterways in their rohe. The Waipuna Stream (also known as the Tunapahore Stream) — a major source of drinking water for the iwi — is one such waterway which has been repeatedly contaminated by farming effluent.

2.214. For Ngai Tai, the significant decline of their rohe's water quality represents a disturbance to the water's mauri and, therefore, an upset to the whole ecosystem's delicate balance. As such, the degradation of the waters and the decline in kaimoana populations remain sources of acute distress and grievance for Ngai Tai.

Invasive Flora and Fauna

2.215. In 1867, the Crown promoted the Protection of Animals Act, which formally recognised the work of acclimatisation societies in introducing foreign fauna species for farming, hunting, and reproducing the aesthetics of European landscapes.

2.216. After the Crown declared introduced rabbits a widespread pest in 1880, it promoted the protection of "natural enem[ies]" of the rabbit (most notably, stoats and ferrets) as enshrined in the Rabbit Nuisance Act of that same year. Since the nineteenth century, the predations of stoats and other introduced animal species (such as possums, rats, and trout) have wrought devastation upon the taonga species of Tōrere. For instance, the introduction of possums diminished native bird species (most notably, kākā, kererū, and tītī) which Ngai Tai customarily hunted for subsistence and cultural use.

2.217. The presence of introduced predators had a devastating effect on whio (blue duck) numbers in the Ngai Tai rohe, compounding existing pressures on these birds such as flooding, sedimentation, and habitat loss. Ngai Tai has long had a special relationship with this taonga species, as demonstrated by the whakatauki, "te Whio, noho awa, noho kainga, he mokai na Ngaitai [The blue duck, whose home and habitat is the river and surrounding lands, traditionally known as the pet of Ngaitai people]," as shared by kaumātua J.W. Maxwell. Primarily "due to the impact of [introduced] predators," the whio population along the Takaputahi River and Wai Tii te Awa experienced a "marked decline" between 1992 and 2008, and became locally extinct sometime between 2009 and October 2023. Given that "whio are known to Māori as an indicator of health for rivers, the water, and the surrounding habitat," Ngai Tai consider the localised extinction of whio in their rohe to be an indicator of declining water quality in the area.

2.218. The Crown did not establish systematic monitoring of environmental degradation caused by pests in the Ngai Tai rohe, particularly in the steep interior blocks. Under the Crown's control, areas of the Raukūmara Forest within the rohe now face possible ecological collapse.

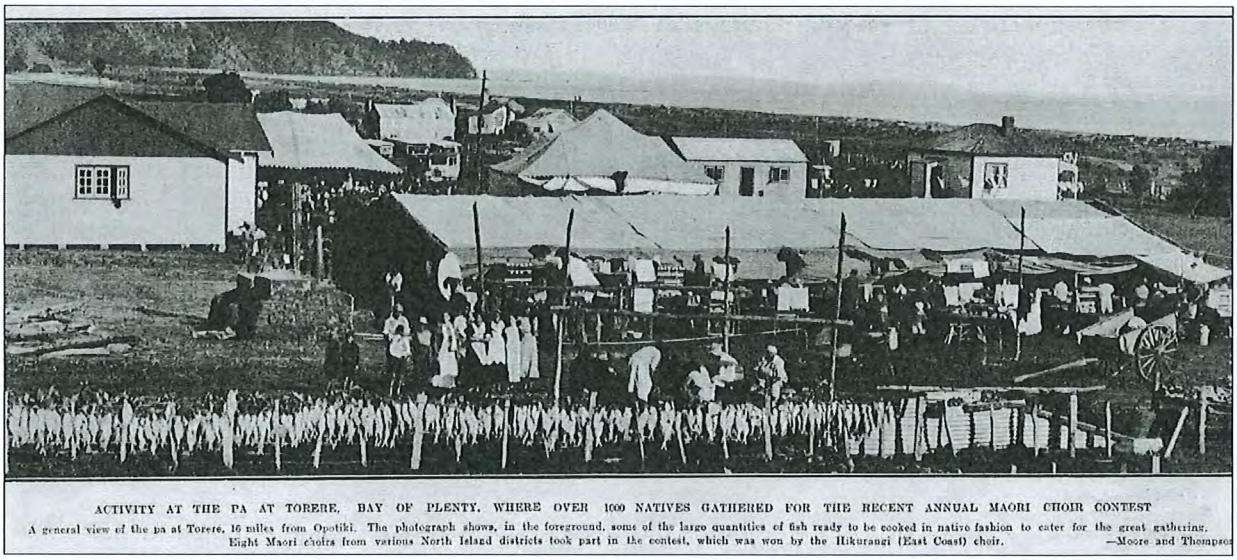
2.219. Acclimatisation societies' introduction of brown trout for game fishing also worsened the decline of freshwater taonga species. In 1906, the Tourism and Health Resorts Department funded the transportation and release of 8,000 trout fry into the Waiaua and Hawai rivers and Wainui te Awa. In Wainui te Awa and throughout New Zealand, trout have been a significant driver of īnanga population decline, while their competitive behaviours have deprived other native fish species (such as tuna) of key habitats and food sources.

2.220. Throughout the 1930s and 1940s, the Crown sponsored acclimatisation societies' campaign to protect trout fisheries by killing tuna. In 1949, a Department of Internal Affairs official actively encouraged the Ōpōtiki Anglers' Association to exterminate tuna and black shags in their region, both of which he considered to be "vermin" and a "menace" to trout. To this day, tuna numbers remain in decline in the Ngai Tai rohe.

Threats to Mātauranga Māori

2.221. The ongoing decline of many taonga species in Tōrere has meant a corresponding erosion of the ability of Ngai Tai to fully exercise kaitiakitanga over their taonga and to transmit customary knowledge to their rangatahi. For example, Ngai Tai consider that their customary knowledge and practices concerning the relevant seasonal cycles and kaitiakitanga for gathering different foods are in decline. Ngai Tai kaumātua particularly emphasise the need to educate rangatahi and manuhiri about rāhui to ensure the sustainable replenishment and "long-term health" of food sources.

2.222. The continuing diminution of tohorā (whale) populations, for example, deeply affects the iwi, causing a "loss of cultural practices and pride". The Crown's promotion of the Marine Mammals Protection Act 1978 helped to protect whales from international commercial whaling operations. However, the Act's enforcement obstructed Ngai Tai from performing tikanga around harvesting and disposing of beached whale carcasses.



ACTIVITY AT THE PA AT TORERE, BAY OF PLENTY, WHERE OVER 1000 NATIVES GATHERED FOR THE RECENT ANNUAL MAORI CHOIR CONTEST

A general view of the pa at Torere, 16 miles from Opotiki. The photograph shows, in the foreground, some of the large quantities of fish ready to be cooked in native fashion to cater for the great gathering. Eight Maori choirs from various North Island districts took part in the contest, which was won by the Hikurangi (East Coast) choir. —Moore and Thompson

Figure 3: 'Activity at the Pa at Torere, Bay of Plenty, where over 1000 Natives Gathered for the Recent Annual Maori Choir Contest', Auckland Weekly News, 8 May 1935, p. 53, Kura: Auckland Libraries Heritage Collections, AWNS-19350508-53-01

MANA TANGATA

2.223. For Ngai Tai, wellbeing and iwi vitality are holistic concepts which encompass mātauranga Māori (including te reo), intergenerational sustainability, iwi cohesion, kaitiakitanga, rangatiratanga, and hauora. These elements of Ngai Tai wellbeing and the material prosperity that the iwi experienced in the 1840s and 1850s (see Early Engagement Between Ngai Tai and the Crown section) came under significant strain from the late 1850s onwards.

Health

2.224. The arrival of Europeans in New Zealand exposed Māori to infectious diseases to which they had no natural immunity, including dysentery, influenza, measles, tuberculosis, typhoid, and venereal diseases. Māori in the north-eastern Bay of Plenty region suffered increasingly from disease in the wake of their increased contact with Europeans (including traders) from the 1850s onwards.

2.225. The Crown provided very limited medical services in the nineteenth century, and European medical practices and supplies were particularly slow to reach Māori in the north-eastern Bay of Plenty region (including the Ngai Tai rohe). One of the earliest instances of direct Crown medical assistance to Ngai Tai was its smallpox vaccination campaign. Following an outbreak of smallpox in Auckland in 1872, a Crown official was instructed to have as many Māori in the region vaccinated as possible. Between July and December of that year, 82 adults and 83 children from Ngai Tai received smallpox vaccinations.

2.226. The comparative geographical isolation of Tōrere, combined with scant road infrastructure, exacerbated the Crown's limited provision of health care to the Ngai Tai rohe. In 1874, one Crown official observed that there was no resident "medical man" between Tūranga and Ōpōtiki (a distance of roughly 140 kilometres).

2.227. Contagious diseases had an especially detrimental impact on Māori communities after 1840. From the 1870s, government observers began reporting on population decline in the Ngai Tai rohe. The Crown's 1878 census found that the Ngai Tai mortality rate was greater than their birth rate: 33 Ngai Tai adults had died between 1874 and 1878, whilst only 13 children had been born in the same period. The Resident Magistrate of Ōpōtiki explained that this high level of mortality partly resulted from a typhoid outbreak in the Ngai Tai rohe in May 1876.

2.228. In addition to the 1876 typhoid outbreak, Ngai Tai also endured "a considerable amount of sickness" in 1891 and 1893, and influenza in 1892. Two students at Torere Native School also died from unidentified illnesses in 1894. Notwithstanding these recurring outbreaks, a Crown official confirmed in 1889 that there was 'no Medical Officer in the District'.

2.229. However, around this time the Resident Magistrate of Ōpōtiki also noted an "improvement in the condition" of Ngai Tai, which he attributed partly to their commitment to temperance. In 1886, he observed that both Ngai Tai and a neighbouring hapū had restricted "the consumption of intoxicating liquors" during tangi and other gatherings. The Magistrate

further praised Ngai Tai for their "good example" in strongly advocating for temperance principles in their rohe.

2.230. Ngai Tai received small-scale medical assistance from the Torere Native School's Head Teacher. However, prior to 1888 the Crown did not supply the teacher with medical supplies for local Māori. On a roughly annual basis between 1888 and 1896, teachers at Torere Native School wrote to government departments requesting a small grant (usually valued at between £2 and £3) to purchase medical supplies from Auckland on behalf of Ngai Tai. In the view of successive teachers, Ngai Tai deserved to receive these Crown grants since they "cannot afford to pay" for medicines. In the late nineteenth and early twentieth centuries the Crown provided some subsidies for medicines to be made available for Māori through the native school. Ngai Tai also subscribed their own money to purchase medical supplies. The medicines purchased were commonly used to treat medical conditions such as rheumatism, bronchitis, chest complaints, and diarrhoea.

2.231. It was not until 1914 that the Crown funded the first hospital in the north-eastern Bay of Plenty, which opened in Ōpōtiki. Although another hospital opened in Whakatāne in 1923, there remain no hospitals within the Ngai Tai rohe to the present day. The journey from the Ngai Tai rohe to Ōpōtiki Hospital was an arduous one which traversed rivers and streams that could be dangerous when in flood. Tōrere inhabitants experiencing medical emergencies sometimes had to be ferried across the rivers by boat to reach Ōpōtiki Hospital at great risk to their safety. Occasionally, students of the Torere Native School also received medical treatment from the Ōpōtiki District Nurse.

2.232. Ngai Tai was significantly impacted by the outbreak of Spanish Influenza in 1918. By December of that year, the disease was reported to have killed at least 57 Māori between Opape and Raukōkore. One of these deceased was the husband of Mateapiti Pateriki, whose widow and five children in Tōrere were "really in need of help." Mateapiti and her family received a small government allowance of 15 shillings per week to assist with the costs of food and clothing.

2.233. In 1932, District Nurses from Ōpōtiki first vaccinated the students of Torere Native School against typhoid. Typhoid, like tuberculosis (another poverty-related disease), was not uncommon amongst Māori in the north-eastern Bay of Plenty region in the first decades of the twentieth century.

2.234. In 1935, a sub-base dental clinic was established in Tōrere, operating under the central dental clinic in Ōpōtiki. At this time, at least two "Native Dental Officers" (out of eleven total Dental Officers nationally) were working among Native Schools in the Bay of Plenty and East Coast districts.

2.235. Crown delays in developing infrastructure sometimes created detrimental health side-effects for Ngai Tai. In November 1947, Tamati Toka sent a petition to the Minister of Public Works on behalf of several Ngai Tai signatories expressing concern about the health risks posed by dust generated from traffic on the Crown-built Tōrere-Ōpōtiki Highway. The petition stated that the dust from the untarred road "is really a menace to the public as well as the health of the children." The Crown responded that a "shortage of labour" and "limited amount of bituminous material available" meant that works to seal the Tōrere section of the highway would not be carried out that year. Instead, the Minister of

Works emphasised that the sealing would be completed in stages "from Opotiki outwards," with the sections in the more urban and densely populated township of Ōpōtiki taking priority over those in Tōrere, despite the health concerns raised by Ngai Tai.

2.236. Today, Crown statistics clearly indicate that Māori (including Ngai Tai) continue to have higher rates than non-Māori for many health conditions and chronic diseases, including cancer, diabetes, cardiovascular disease and asthma.

Torere Native School

2.237. In 1867, Parliament enacted the Native Schools Act to enable the establishment of primary schools for Māori. In 1870, Wiremu Kingi Tutahuarangi wrote to Native Minister Donald McLean, requesting "schools for our children [so] that they may be able to understand the works of the European." In response, McLean reportedly promised to build Ngai Tai a school if the iwi contributed £50 towards its cost.

2.238. In 1873, the Inspector of Schools informed the Native Minister that Māori at Tōrere had gifted two acres of land for the establishment of a school and pledged £75 towards the schoolhouse. The Government had also committed to provide £200 for the school.

2.239. Torere Native School opened in March 1878, after the Crown budgeted an additional £150 for its establishment. By 1892, the *New Zealand Mail* reported that Torere Native School was "considered to be the best [school] along that coast."

2.240. In 1916, Rewharewha Patiki of Ngai Tai personally donated an additional acre of land for the school, following the School Inspector's recommendation that more land be provided for a larger playground to accommodate growing student numbers.

Education and Te Reo

2.241. The Crown intended for Native Schools to teach a monocultural curriculum in the English language that would eventually assimilate Māori children into British culture. Under the Native Schools Act 1867, government funding of Native Schools was conditional upon instruction being "carried on in the English language as far as practicable." An 1880 code for Native Schools further required that senior classes be taught only in English and that teachers of junior classes should try "to dispense with the use of Māori as soon as possible."

2.242. The Crown education system had significantly lower expectations for Māori students than for their Pākehā counterparts. The education system was far less concerned with fostering Māori academic achievement than with shaping Māori into industrious farmers and good farmers' wives for the benefit of the colonial economy.

2.243. The disadvantages that Ngai Tai students faced in relation to educational opportunities were exacerbated by the fact that the Crown has never established a secondary school in the Ngai Tai rohe. The closest secondary school to Tōrere was Ōpōtiki District High School (established in 1902), which subsequently became Ōpōtiki College in 1953. The school is situated roughly 20 km to the west of Tōrere.

2.244. The assimilationist structure of the native school system contributed to a significant decline in the number of te reo Māori speakers among Ngai Tai and alienated many Ngai Tai children from mātauranga Māori. In 1931, the Crown Director of Education proclaimed that the "natural abandonment of the native tongue inflicts no loss on the Maori." Māori children attending Torere Native School were punished for speaking te reo Māori. In some cases, these punitive measures involved students being sent to gather baskets of stones from the beach for the school driveway. In other instances, teachers inflicted corporal punishment upon Ngai Tai children who spoke te reo Māori at Torere Native School (one of whom was Winston Kerr, a Ngai Tai student at the school in the early 1950s). Carlos Ahlers (a Torere School student in the 1970s) also recalled not being raised in te ao Māori and having no knowledge of his whakapapa until a cultural resurgence in the 1990s.

2.245. Despite the education system's low expectations for Māori students, Ngai Tai rangatahi recognise the importance of education and academic achievement. In 2023, 83.7% of Ngai Tai held a formal qualification (NCEA Level 1 or above), including 18.3% of Ngai Tai who held a Bachelor's degree or higher.

Old-age Pensions

2.246. From the enactment of the Old-age Pensions Act 1898 until the passing of the Social Security Act in 1938, Māori old-age pensioners were commonly paid a lower pension than Pākehā. For example, the full pension rate for 1937 was £58.10.0 while the Māori pension rate for that same year was £45.6.3. Even after the Social Security Act increased both Māori and European pension rates to £78.0.0 per annum, some Māori, including members of Ngai Tai, continued to be paid at reduced pension rates (see below).

2.247. In the first decade of the twentieth century, numerous magistrates justified granting lower pension rates to Māori than to Europeans on the basis of the lower living standards and purportedly lower income requirements of Māori.

2.248. In 1926, the Commissioner of Pensions uniformly reduced pension rates for Māori where he considered that their interests in land were unclear or when they lived communally in pā (i.e. not in a "European fashion").

2.249. The Social Security Act 1938 increased the pension rate to £78.0.0 per annum for "Maoris and Europeans alike". Despite this commitment to pension uniformity, section 72(2) of the Act contained a discretionary clause allowing the Social Security Commission to reduce an applicant's old-age pension if "in its opinion payment of the maximum benefit is not necessary for the maintenance of the beneficiary". Importantly, at this time the Crown considered Māori old-age pension applicants to have lower income and "maintenance" requirements than other New Zealanders. The Chairman of the Social Security Commission emphasised that the "justification for this discrimination" whereby Māori were paid pensions on a lower scale than Europeans "was that the standard of living of Maoris [sic], many of whom still lived communally, was relatively low."

2.250. The Crown continued to grant pensions at lower rates to some members of Ngai Tai after the passing of the Social Security Act. In 1939, a resident of Tōrere wrote to the Member of Parliament (MP) for Whakatāne enquiring about "why the difference in the amount of pension granted to Maoris than [to] pakeha still exists," in the Ngai Tai rohe, especially

given that "the Gov[ernmen]t states that they were to be equal." The MP forwarded this query to the Native Minister, whose office responded by justifying that payment of the "full amount" of benefit was conditional on whether "the Social Security Commission is satisfied regarding the living conditions of a Maori applicant".

2.251. This discrepancy between Ngai Tai and European pension rates was clearly demonstrated in 1941 when two Ngai Tai old-age pensioners living in Tōrere (namely, Eruera Teripi [Rihimona] and Haami Kingi) were granted pensions of £65.0.0 per annum. This rate was £13.00 less than the full pension rate at the time.

Socioeconomic Conditions: Housing, Unemployment, and Urbanisation

2.252. In the first half of the twentieth century, poverty, deficient housing, overcrowding, and poor sanitation were major contributing factors to poor health outcomes for Māori. In 1939, it was estimated that half of all Māori were inadequately housed. An agent for the Board of Native Affairs similarly observed in 1938 that "the housing conditions of some of the Natives at Torere Pa are very inadequate". Toka's 1947 petition to the Minister of Public Works also emphasised that dust from the unsealed road on the Tōrere-Ōpōtiki Highway had left nearby houses in a "deplorable state."

2.253. After the Second World War, the Crown directed post-war housing assistance loans to people living in towns and cities rather than to remote areas such as the Ngai Tai rohe. This lack of state financial assistance made it difficult for members of Ngai Tai to stay in their rural kāinga and make a living in Tōrere. Many members of Ngai Tai were forced to move away from the rohe and into urban centres in search of work. The community that remained in Tōrere was detrimentally impacted by large-scale urban emigration, especially that of "young people and skilled members" of the iwi.

2.254. The Crown promoted Māori urbanisation with even greater intensity in the 1960s. The Crown believed that urbanisation would be a means of providing Māori with employment opportunities and ensuring their effective integration into Pākehā society and culture. The Acting Secretary for Māori Affairs claimed that many Māori customs have "already departed and only the fittest elements (worthiest of preservation) have survived the onset of civilisation". He considered it an important policy objective to "eliminate" the "minority [of Māori] complacently living a backward life in primitive conditions" by facilitating their "adjustment to modern life".

2.255. The pursuit of tertiary education and employment opportunities required Ngai Tai members to move away from Tōrere and, by extension, from their connection to their whānau, whenua, reo, and te ao tūroa. One Ngai Tai whaea recalls her mother leaving Tōrere to seek her fortunes far afield in the South Island, thereafter taking up work in the Motueka tobacco fields. The absence of socioeconomic opportunities within the Ngai Tai rohe has contributed to the growing urbanisation of the iwi's young people, with many not returning to live in the rohe after graduating.

2.256. The movement of Ngai Tai individuals to the cities to make a living remains a source of distress and grievance for the iwi: one kaumātua lamented that "I believe the government has been responsible – arohamai – for taking away our people" and thus "removing them from their whenua."

2.257. In 2014, around 87% of Ngai Tai lived outside of tribal boundaries, "leaving a small hau kāinga [people of the marae] to fulfil cultural roles and manage iwi affairs." By 2023, around 38.9% of Ngai Tai reported living in the Bay of Plenty region, while around 61.1% reported living in other regions of New Zealand.

2.258. Socioeconomic deprivation also remains a significant issue for Ngai Tai, especially for those remaining in Tōrere. In both 2018 and 2023, the Ngai Tai rohe was classified as a Decile 10 region, meaning that it is among the most severely deprived regions of New Zealand.

2.259. According to the 2023 census, the Ngai Tai proportional unemployment rate (6.2%) was more than double that of all New Zealanders (3%) and exceeded that of all Māori (5.8%). Additionally, 21.8% of Ngai Tai individuals were reported to live in crowded or severely crowded homes, 32.6% in mouldy homes, and 37.8% in homes that are "sometimes or always damp".

CONCLUSION

2.260. Ngai Tai provide the following statement regarding their enduring presence:

Pou Tū Pou Hinga, Pou Hinga Pou Tū

Just like the Hinahina, I am not defeated by being cut down; I am defined by my return.

This speaks to the multitude of challenges from competing interests as well as Crown breaches of the Treaty, as indicated in the preceding sections that Ngai Tai has had to confront, endure, and overcome through the successive generations.

Ngai Tai were renowned as a people of exceptional skill and knowledge. They excelled in the traditional arts of weaponry and warfare, but their expertise also extended to food gathering, cultivation, survival, leadership, strategy, and the many practical and cultural skills needed to sustain and protect their people. They were known as ringa makuru - people of highly trained, capable, and accomplished hands.

Paripaopao and Rangiata were among the ancient pā of Ngai Tai. Atop Rangiata stood Rangiuru, one of several (within Ngai Tai) whare wānanga where ancestral knowledge was preserved and passed on.

Here, men, women and children who showed promise were selected and trained according to their strengths and gifts. They were taught the customs, values, strategies, and practical

skills of their ancestors. Including the mastery of the mere and other treasured traditions.

Because of their reputation for excellence, Ngai Tai were often called upon by various iwi to provide leadership, support, protection, and expertise during times of challenge and conflict. They became widely known as Ngai Tai Merewhakatopa.

Whether victorious or defeated, their spirit remained unbroken.

Ngai Tai are highly adept at pivoting and rising above any challenge. This inherent spirit remains alive and well today in the hearts and minds of our Ngai Tai uri.

Ngā Moemoeā ki Tua *The Visions of Yesterday*

Ngā Tapuwae ki Mua *Are Today's Pathways and*

Ngā Ara ki Nāianei *Tomorrow's Stepping Stones.*

Ahakoa ka toa, ahakoa ka hinga, Pou Tū Pou Hinga! Pou Hinga Pou Tū!

Tapahia te hinahina e kore e mate.

Regardless of victory or defeat, the towering pillar brought low, the fallen column raised high.

Lacerate the Hinahina that will never die.

Ngai Tai Manawanui;

Ngai Tai Manawaroa;

Ngai Tai Manawapōhatu.

Ngai Tai the Unwavering;

Ngai Tai the Resilient;

Ngai Tai the Indomitable.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

Environmental issues

3.1. The Crown acknowledges that, since 1840, the lands, forests, and waterways within the Ngai Tai rohe have undergone significant harmful, and irreversible, changes that have been, and remain, profoundly distressing to Ngai Tai, including:

3.1.1. the felling of native forests for pasture and timber milling, which has contributed to soil erosion and the siltation of waterways in their rohe;

3.1.2. the discharge of sediment and pollution into the waterways of the Ngai Tai rohe, which has negatively impacted some populations of freshwater and marine species that Ngai Tai has relied upon for sustenance;

3.1.3. the introduction of invasive fauna species into the Ngai Tai rohe, which has had a harmful impact on native ecologies.

3.2. The Crown further acknowledges that harm to the environment in their rohe has contributed to the erosion of mātauranga among Ngai Tai and has undermined their cultural identity and exercise of kaitiakitanga over many of their natural resources and taonga.

Assimilation

3.3. The Crown acknowledges that,—

3.3.1. before establishing a presence in the Ngai Tai rohe, it began promoting laws in the 1840s that were intended to facilitate the eventual assimilation of Māori into European culture;

3.3.2. it did not establish the self-governing Māori districts provided for in section 71 of the New Zealand Constitution Act 1852 (UK);

3.3.3. the assimilation of Māori, including Ngai Tai, into European culture continued to be a Crown objective for many years during the 20th century; and

3.3.4. the Crown's assimilationist policies have had negative impacts on the well-being of Ngai Tai by contributing to the erosion of their social structures, tribal government, mātauranga (traditional knowledge), tohungatanga (expertise), and wairuatanga (spirituality).

1866 Bay of Plenty confiscation

3.4. The Crown acknowledges that,—

3.4.1. in January 1866, it unfairly treated Ngai Tai as having been in rebellion by including most of their rohe in the eastern Bay of Plenty confiscation district that it proclaimed to punish Māori for fighting against the Crown in 1865. It did so despite—

(a) the Governor proclaiming in September 1865 that the Crown would not confiscate further land, except possibly from those involved in specific crimes in which Ngai Tai played no part; and

(b) the only involvement of Ngai Tai in the fighting from 1865 having been some military service on behalf of the Crown;

3.4.2. the confiscation extinguished Ngai Tai customary interests in land at Waiaua, Waiohoata, Hakuranui, and Awaawakino, which remained in the confiscation district even after the Crown excluded much of the Ngai Tai rohe from that district;

3.4.3. the Compensation Court was supposed to hear claims for compensation by Māori affected by the confiscation who had not been "in rebellion", but the Crown threatened to punish Ngai Tai for exercising their legal right to pursue claims in the Compensation Court to have the land at Waiaua returned to them;

3.4.4. the land at Waiaua, Waiohoata, Hakuranui, and Awaawakino remained in the confiscation district despite Ngai Tai providing military service to the Crown at various locations from 1865, Wiremu Kingi being commissioned a Crown officer, and at least 1 Ngai Tai soldier being killed;

3.4.5. the Crown never returned any land at Waiaua to Ngai Tai;

3.4.6. the Crown returned land at Awaawakino, Waiohoata, and Hakuranui to individual members of Ngai Tai, but did not keep accurate records of proceedings in relation to the confiscation and Ngai Tai individuals did not receive legally valid titles for this land until the 20th century; and

3.4.7. the confiscation of Ngai Tai land was indiscriminate and the Crown's failure to return land at Waiaua to Ngai Tai and the extinguishment of Ngai Tai customary interests in Awaawakino, Waiohoata, and Hakuranui was unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Military Pensions Act 1866 and 1908

3.5. The Crown acknowledges that—

3.5.1. between 1866 and 1909, it applied the Military Pensions Act 1866 and the Military Pensions Act 1908 to the payment of pensions to Māori servicemen and their whānau;

3.5.2. those Acts discriminated against Māori by generally providing lower scales of pensions for Māori, in comparison to non-Māori, who had been injured, killed, or died of illness while in military service for the Crown;

3.5.3. any members of Ngai Tai who were in military service for the Crown during the period to which these Acts applied who were injured, killed, or died of illness would, therefore, have been subject to the discriminatory aspects of those Acts;

3.5.4. at least 1 whānau of a Ngai Tai serviceman who was killed in action would have been eligible for a military pension under the Military Pensions Act 1866 and would have been discriminated against by the application of the Act; and

3.5.5. therefore, the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Native land laws

3.6. The Crown acknowledges that—

3.6.1. it did not consult Ngai Tai before promoting the enactment of the Native Lands Acts of the 1860s;

3.6.2. the individualisation of title introduced by these laws was inconsistent with Ngai Tai tikanga;

3.6.3. Ngai Tai had no choice but to participate in the Native Land Court system to protect their land against claims from others and to integrate their land into the modern economy;

3.6.4. the Native Land Court title determination process could be protracted, complex, and costly. At times, the significant costs contributed to the loss of land. For example, Ngai Tai transferred the Torere 63 block of more than 5,000 acres to the Crown to meet the survey costs charged against their land through Court processes;

3.6.5. one of the long-term objectives of the native land laws was to promote the detribalisation of Ngai Tai and their assimilation into European culture; and

3.6.6. the operation and impact of the native land laws made Ngai Tai land more susceptible to partition, fragmentation, and alienation; and contributed to the erosion of Ngai Tai tribal structures, which were based on the collective ownership of land. The Crown failed to take reasonable steps to actively protect Ngai Tai tribal structures, which caused prejudice to Ngai Tai and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Te reo Māori and education

3.7. The Crown acknowledges the importance of education to Ngai Tai and that—

3.7.1. for a number of decades, the state school system had lower expectations for the academic achievements of Māori children, including Ngai Tai children;

3.7.2. in the late 19th and early 20th centuries, an objective of the education system was to assimilate Māori students into European culture; and

3.7.3. Ngai Tai experiences in the education system contributed to the erosion of cultural identity and understanding of tikanga and mātauranga for some Ngai Tai members, and these experiences contributed to the poorer socio-economic outcomes that many Ngai Tai have endured.

3.8. The Crown further acknowledges that—

3.8.1. in some cases, Ngai Tai children were punished, including through the infliction of corporal punishment, for speaking te reo Māori at school;

3.8.2. this was part of the Crown's failure to actively protect te reo Māori and promote its use by Māori, including Ngai Tai;

3.8.3. this failure contributed to a decline in te reo Māori use amongst Ngai Tai and adversely affected the maintenance and development of Ngai Tai language, culture, and tikanga; and

3.8.4. this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Infrastructure delays

3.9. The Crown acknowledges that it was slow to build infrastructure in the northeastern Bay of Plenty. It particularly acknowledges that its slow provision of infrastructure in the early 20th century contributed to the difficulties Ngai Tai faced in accessing hospitals and health services.

New Zealand War Medal

3.10. The Crown acknowledges that—

3.10.1. a prerequisite for the granting of military pensions under the Military Pensions Act 1912 and the Pensions Act 1913 was the issuing of a New Zealand War Medal to elderly veterans who had risked their lives under fire in the service of the Crown during the New Zealand Wars;

3.10.2. from January 1913 until 1916, the Department of Defence informed some Māori New Zealand War Medal applicants that it was necessary to have their service under fire during Crown military operations verified by European officers or comrades. During the period from November 1913 to 1916, the Department directed all Māori New Zealand War Medal applicants, including Ngai Tai, to have their service verified by European officers or comrades; and

3.10.3. these directions were discriminatory and caused prejudice to at least 2 Ngai Tai veterans, and thereby the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Military service

3.11. The Crown acknowledges that Ngai Tai have fulfilled their obligations as a Treaty partner and particularly pays tribute to the contribution Ngai Tai have made to the defence of the nation through military service in many parts of the world, including Gallipoli, German Samoa, France, Belgium, North Africa (including Egypt), Italy, Japan, Malaysia, Borneo, Vietnam, Iran, and Iraq. The Crown acknowledges the sacrifice this service has involved and the impacts it has had on Ngai Tai and the Tōrere community.

Torere Development Scheme

3.12. The Crown acknowledges that—

3.12.1. it did not provide assistance for the development of Ngai Tai land until many years after it made assistance available for individually owned land;

3.12.2. the Crown's expenditure on the Torere Development Scheme was charged as a debt against the land included in the scheme;

3.12.3. its administration of the Torere Development Scheme deprived Ngai Tai of effective control of the land included in the scheme for many years and was not always successful; and

3.12.4. the Crown's administration of the land in the Torere Development Scheme did not always provide the economic benefits Ngai Tai expected from their participation in the scheme.

Ngai Tai Consolidation Scheme

3.13. The Crown acknowledges that—

3.13.1. it announced the establishment of a consolidation scheme in 1930 to address the fragmentation of Ngai Tai land titles that was a legacy of the native land laws, but protracted delays in the implementation of the scheme during the first half of the 1930s caused uncertainty and anxiety for many Ngai Tai owners regarding the extent, location, and economic feasibility of their land interests; and

3.13.2. when the scheme was finally implemented it could not fix many of the underlying issues that caused fragmented land tenure.

Old-age pensions

3.14. The Crown acknowledges that some elderly Ngai Tai were discriminated against when they received lower old-age pensions than many other New Zealanders during the first 4 decades of the 20th century and that, in discriminating against Ngai Tai in this manner, it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Urbanisation

3.15. The Crown acknowledges that its policies have contributed to most Ngai Tai individuals living outside of their traditional land, which has disconnected them from their tikanga, tūrangawaewae, and whānau.

Socio-economic deprivation

3.16. The Crown acknowledges that those Ngai Tai who remained on the whenua have endured socio-economic deprivation, including poor health outcomes and inadequate housing, for far too long and have not had the same opportunities in life that many other New Zealanders have enjoyed. The Crown further acknowledges that the educational system has had low expectations of Ngai Tai children and the resulting poor outcomes have impacted generations of Ngai Tai children.

Gravel extraction at Tōrere

3.17. The Crown acknowledges that—

3.17.1. for many years prior to its 1955 acquisition of land at Torere Reserve No. 2, the Crown disregarded Ngai Tai objections to its illegal entry onto the land to remove gravel without regard to the rights of the Ngai Tai owners;

3.17.2. when taking gravel from Torere Reserve No. 2 prior to acquiring the land, it did not consult with, or obtain the consent of, the Ngai Tai owners or pay compensation for the gravel, and that this has been a longstanding source of grievance for Ngai Tai;

3.17.3. its gravel extraction from Torere Reserve No. 2 prior to acquiring part of the land interfered with the extraction operation of a private contractor to the extent that the company abandoned its own operation, thereby ending the contract and royalty payments the company had arranged with Ngai Tai;

3.17.4. after deciding in 1953 to take the Tōrere gravel pits under the Public Works Act 1928, the Crown continued to remove gravel from the site without legal authority and against the express wish of its Ngai Tai owners until the land was acquired in December 1955;

3.17.5. these operations at Tōrere contributed to the deviation of Wainui te Awa and the relocation of the river mouth;

3.17.6. despite the Ngai Tai owners of Torere Reserve No. 2 offering to negotiate sales of Tōrere gravel to the Crown, the Crown dismissed the offer and instead proceeded with the compulsory acquisition of the Tōrere gravel pits in 1955;

3.17.7. while it paid compensation for the land and gravel removed from the area taken under public works legislation, it did not compensate the owners of Torere Reserve No. 2 for gravel taken beyond the boundaries of the 1955 public works taking;

3.17.8. the 1955 public works taking deprived the Ngai Tai owners of one of their few sources of income;

3.17.9. the Crown failed to consult in good faith with Ngai Tai about the gravel extraction; and

3.17.10. the aforementioned Crown acts and omissions caused prejudice to Ngai Tai and constituted a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Compulsory acquisition of uneconomic interests

3.18. The Crown acknowledges that, between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire interests in Ngai Tai lands that the Crown considered uneconomic, and that this was in breach of te Tiriti o Waitangi/ the Treaty of Waitangi and its principles and deprived some Ngai Tai of a direct link to their tūrangawaewae.

Ngai Tai contributions to New Zealand

3.19. The Crown acknowledges the significant contribution that Ngai Tai has made to infrastructure and economic development in the north-eastern Bay of Plenty through the provision of roading labour and the land and resources taken by the Crown for public works.

Ngai Tai resilience

3.20. The Crown acknowledges that Ngai Tai have remained resilient in the face of both socio-economic deprivation and Crown acts and omissions that have contributed to the erosion of their culture, identity, and wellbeing. The Crown further acknowledges that Ngai Tai has continued to work tirelessly in these circumstances to uphold their hauora, mātauranga, mana motuhake, and rangatiratanga, and it particularly recognises the efforts of Ngai Tai to promote the wellbeing and vitality of their iwi.

APOLOGY

3.21. To Ngai Tai, ki o tamariki, o mokopuna, ki o kaumātua, the Crown makes this long-overdue apology. The Crown apologises without reservation for its many breaches of te Tiriti o Waitangi/the Treaty of Waitangi and for the hurt and suffering it has caused you over the generations. Too often the Crown has been dismissive of Ngai Tai aspirations and interests.

3.22. For more than two decades after your tupuna, Pūtiki, Rangihuatake, and Taku signed te Tiriti o Waitangi at Tōrere, the Crown was largely absent from your rohe. Then, even though Ngai Tai had extended the hand of friendship and offered the Crown military support by 1866, the Crown unjustly treated you as rebels by confiscating Waiaua, Waiohoata, Hakuranui, and Awaawakino. When returning much of what had been your tribal whenua, the Crown then did not include all of your tupuna in the individualised titles, which it took decades to formalise. The Crown profoundly apologises for the confiscation and for the stigma of rebellion that attached to your iwi for too long. It further recognises

the wisdom of your tupuna, Wiremu Kingi, in urging the Crown to forgive those in the region it deemed to have been in rebellion.

3.23. The Crown unreservedly apologises for the harm to your tribal structures caused by the individualisation of your land tenure imposed on you when confiscated land was returned to you, and by the operation of the native land laws. The Crown deeply regrets the burdensome costs imposed on Ngai Tai by the operation of the native land laws, which necessitated the alienation of the more than 5,000-acre Torere 63 block to the Crown to pay survey expenses.

3.24. The Crown's insufficient regard for Ngai Tai interests was a feature of its approach to public works in the middle of the 20th century. Despite your wholly justified protests, it used your land for gravel extraction without your permission and then compulsorily took the gravel pits and surrounding whenua even though you offered to negotiate royalties for the gravel's use. It sincerely apologises for this, and for these gravel operations contributing to the diversion of Wainui te Awa. Along with the Crown's introduction of invasive fauna, this diversion depleted important Ngai Tai food resources.

3.25. The Crown deeply regrets the prejudice its assimilationist policies caused Ngai Tai. Not only did these policies transform your land tenure, they also contributed to the erosion of te reo o Ngai Tai, your wairua, tikanga, tohungatanga, and mātauranga. It recognises that its actions have contributed to the socio-economic marginalisation of generations of Ngai Tai and impaired your capacity to connect to your identity. For this, the Crown offers sincere apologies and applauds your ongoing efforts to reconnect with your Ngai Tai identity and language.

3.26. The Crown is profoundly sorry for the discrimination your elderly and your military veterans suffered at its hands.

3.27. The Crown pays tribute to the many contributions Ngai Tai has made to New Zealand, including military service in many parts of the world, and acknowledges your fortitude, determination, and resilience. These characteristics defined you in the past and continue to do so today.

3.28. Through this settlement the Crown seeks to atone for the shameful injustices and prejudice it has caused. It is the Crown's earnest hope that this settlement heralds the beginning of a new and enduring relationship with Ngai Tai based on honour, mutual respect, and an adherence to te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1. Each party acknowledges that –

4.1.1. the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2. full compensation of Ngai Tai is not possible; and

4.1.3. Ngai Tai intends their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4. the settlement is intended to enhance the ongoing relationship between Ngai Tai and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2. Ngai Tai acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3. Therefore, on and from the settlement date, –

4.3.1. the historical claims are settled; and

4.3.2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3. the settlement is final.

4.4. Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.5. The redress, to be provided in settlement of the historical claims, –

4.5.1. is intended to benefit Ngai Tai collectively; but

4.5.2. may benefit particular members, or particular groups of members, of Ngai Tai if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.6. The settlement legislation will, on the terms provided by sections 15 to 21 of the draft settlement bill, –

4.6.1. settle the historical claims; and

4.6.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

4.6.3. despite clause 4.6.2, provide that the Waitangi Tribunal may complete and release a report on the North-Eastern Bay of Plenty District Inquiry (Wai 1750) which may include findings on, but will not include recommendations in relation to, the historical claims of Ngai Tai; and

4.6.4. to avoid doubt, the parties confirm and acknowledge that, except as set out in clause 4.6.2, the settlement legislation will not affect the jurisdiction of any court, tribunal or other judicial body in relation to contemporary aspects of the claims listed in clauses 8.2.2 and 8.2.3 (being aspects of those claims that arise from, or relate to, acts or omissions that occurred on or after 21 September 1992); and

4.6.5. provide that the legislation referred to in section 17 of the draft settlement bill does not apply –

(a) to a cultural redress property, the purchased deferred selection property if settlement of that property has been effected, or any RFR land; or

(b) for the benefit of Ngai Tai or a representative entity; and

4.6.6. require any resumptive memorial to be removed from any record of title for, a cultural redress property, the purchased deferred selection property if settlement of that property has been effected, or any RFR land; and

4.6.7. provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not, –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the [name] Trust, being the governance entity, may hold or deal with property; and

(ii) the [name] Trust may exist; and

4.6.8. require the chief executive of the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau to make copies of this deed publicly available.

4.7. Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT

5.1. The settlement legislation will, on the terms provided by sections 30 to 40 of the draft settlement bill, –

5.1.1. provide the Crown's acknowledgement of the statements by Ngai Tai of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Wainui te Awa (as shown on deed plan TTW-127-02);

(b) Wai Tii te Awa (as shown on deed plan TTW-127-03); and

5.1.2. require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

5.1.3. require relevant consent authorities to forward to the governance entity –

(a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.1.4. enable the governance entity, and any member of Ngai Tai, to cite the statutory acknowledgement as evidence of the Ngai Tai association with an area.

5.2. The statements of association are in part 1 of the documents schedule.

ACKNOWLEDGEMENT OF NGAI TAI ASSOCIATION WITH ŌNEWA

5.3. The settlement legislation will, on the terms provided by section 42 of the draft settlement bill, provide for the Crown to acknowledge, –

5.3.1. the longstanding cultural, historical, spiritual and traditional, association of Ngai Tai with ōnewa; and

5.3.2. the Ngai Tai statement of association with ōnewa, set out in part 1 of the documents schedule.

PROTOCOLS

5.4. Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

5.4.1. the primary industries protocol; and

5.4.2. the Crown minerals protocol.

5.5. A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF PROTOCOLS

5.6. Each protocol will be –

5.6.1. in the form in part 3 of the documents schedule; and

5.6.2. issued under, and subject to, the terms provided by sections 23 to 28 of the draft settlement bill.

5.7. A failure by the Crown to comply with a protocol is not a breach of this deed.

WHAKAAETANGA TIAKI TAONGA

5.8. The Culture and Heritage Parties and the governance entity must, by or on the settlement date, sign the Whakaaetanga Tiaki Taonga.

5.9. The Whakaaetanga Tiaki Taonga sets out how the Culture and Heritage Parties will interact with the governance entity with regard to the matters specified in it.

5.10. The Whakaaetanga Tiaki Taonga will be in the form in part 4 of the documents schedule.

5.11. A failure by the Crown to comply with the Whakaaetanga Tiaki Taonga is not a breach of this deed.

5.12. Appendix B of the Whakaaetanga Tiaki Taonga sets out how Manatū Taonga - Ministry for Culture and Heritage will interact with the governance entity with regard to matters relating to taonga tūturu.

5.13. Appendix B of the Whakaaetanga Tiaki Taonga is issued pursuant to the terms provided by sections 23 to 28 of the draft settlement bill.

5.14. A failure by the Crown to comply with Appendix B of the Whakaaetanga Tiaki Taonga is not a breach of this deed.

RELATIONSHIP AGREEMENTS

5.15. On or before the settlement date, each Crown agency listed in clause 5.16 and the governance entity must enter into a relationship agreement.

5.16. The Crown agencies are:

5.16.1. the Department of Conservation – Te Papa Atawhai;

5.16.2. the Ministry of Education – Te Tāhuhu o te Mātauranga; and

5.16.3. the New Zealand Transport Agency – Waka Kotahi.

5.17. Each relationship agreement for each Crown agency sets out how it will interact with the governance entity with regard to the matters specified in it and will be in the relevant form set out in part 5 of the documents schedule.

5.18. A failure by the Crown or a Crown agency to comply with a relationship agreement referred to in clause 5.15 is not a breach of this deed.

LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

5.19. The chief executive of the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau will, on or before the settlement date, write a letter of introduction in the form set out in part 6.1 of the documents schedule to the New Zealand Police, Department of Corrections and Ministry of Justice, to introduce the governance entity and encourage the sector to enhance an ongoing relationship with Ngai Tai.

LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND AND VISION

5.20. The chief executive of the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau will, on or before the settlement date, write a letter of introduction in the form set out in part 6.2 of the documents schedule to Ngā Taonga Sound and Vision to introduce the governance entity and raise the profile of Ngai Tai in relation to the work of Ngā Taonga Sound and Vision.

LETTER OF INTRODUCTION TO ŌPŌTIKI DISTRICT COUNCIL

5.21. The chief executive of the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau will, on or before the settlement date, write a letter of introduction in the form set out in part 6.3 of the documents schedule to the Ōpōtiki District Council, or successor entity at that time, to introduce the governance entity and encourage the Council to enhance an ongoing relationship with Ngai Tai.

LETTER OF INTRODUCTION TO BAY OF PLENTY REGIONAL COUNCIL

5.22. The chief executive of the Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau will, on or before the settlement date, write a letter of introduction in the form set out in part 6.4 of the documents schedule to the Bay of Plenty Regional Council, or successor entity at that time, to introduce the governance entity and encourage the Council to enhance an ongoing relationship with Ngai Tai.

CULTURAL REDRESS PROPERTIES

5.23. The settlement legislation will vest in the governance entity on the settlement date –

In fee simple

5.23.1. the fee simple estate in each of the following sites:

(a) Te Atuahauta property;

(b) Whitikau property; and

In fee simple subject to a lease

5.23.2. the fee simple estate in Te Kura o Tōrere property, subject to the governance entity providing the Crown with a registrable lease in the form and on the terms and conditions set out in part 7 of the documents schedule (being a registrable ground lease for the property, but with the ownership of the improvements remaining unaffected by the vesting); and

As a local purpose reserve

5.23.3. the fee simple estate in He Pito Whanake, as a local purpose (cultural association and ecological restoration) reserve named He Pito Whanake Reserve, with the governance entity as the administering body.

5.24. The governance entity will administer He Pito Whanake Reserve to –

5.24.1. recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua;

5.24.2. protect and maintain the ecological values of the reserve; and

5.24.3. subject to clauses 5.24.1 and 5.24.2, facilitate reasonable recreational access to the extent that is practicable to do so.

5.25. He Pito Whanake will be comprised of:

5.25.1. Part Meremere Hill Scenic Reserve;

5.25.2. Part Raukūmara Conservation Park;

5.25.3. Part Takaputahi Conservation Area;

5.25.4. Part Te Atuahauta Scenic Reserve;

5.25.5. Part Takaputahi/whitikau Conservation Area;

5.25.6. Takaputahi Conservation Area;

5.25.7. Part Toa Toa Scenic Reserve; and

5.25.8. Whitikau Conservation Area.

[NAME] PROPERTY

5.26. Ngai Tai recognises the shared whakapapa and whanaungatanga they have with Te Whānau a Haraawaka, and Ngai Tai will endeavour to work together with Te Whānau a Haraawaka for future opportunities provided for in this deed.

Management of the [Name] property

5.27. The settlement legislation will, on the terms provided by sections 54 to 55 and 75 to 78 of the draft settlement bill, provide that:

5.27.1. on the earlier of the settlement date or the settlement date under the Ngā Hapū o Te Whānau a Apanui settlement legislation, the [Name] property, being Part Raukūmara Conservation Park, Part Kapuarangi Conservation Area, and Part Takaputahi Conservation Area as shown on deed plan TTW-127-11, will –

(a) cease to be a conservation area and ecological area and part of the Raukūmara Conservation Park under the Conservation Act 1987; and

(b) be declared to be a local purpose (cultural association and ecological restoration) reserve named [Name] Reserve; and

5.27.2. a joint management body comprising equal representatives appointed by the governance entity and the Ngā Hapū o Te Whānau a Apanui governance entity will be established to be the administering body to control and manage the reserve as if that appointment were made under section 30 of the Reserves Act 1977; and

5.27.3. the governance entity and the Ngā Hapū o Te Whānau a Apanui governance entity may agree to allocate a beneficial entity representation on the joint management body to reflect any future changes in the ownership shares in the [Name] property, but any such agreement does not alter the rights of appointment under clause 5.27.2; and

5.27.4. the joint management body referred to in clause 5.27.2 will administer the reserve to –

(a) protect and maintain the ecological values of the reserve; and

(b) [recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between the relevant iwi and hapū on the one hand and the whenua on the other;]

(c) subject to subclauses (a) and (b), facilitate reasonable recreational access to the extent that is practicable to do so; and

5.27.5. [for the purposes of clause 5.27.4(b) above, **relevant iwi and hapū** means the iwi and hapū that are represented by the appointers of the joint management body for [Name] reserve, or a beneficial entity; and]

5.27.6. for the purposes of appointing representatives to the joint management body under clause 5.27.2, if the Ngā Hapū o Te Whānau a Apanui governance entity has not been established on the settlement date, then Te Rūnanga o Te Whānau Trust will appoint representatives to the joint management body (in place of the Ngā Hapū o Te Whānau a Apanui governance entity), until such time as the Ngā Hapū o Te Whānau a Apanui governance entity has been established.

Vesting of the [name] property

5.28. The settlement legislation will, on the terms provided by sections 54 to 55 and 75 to 78 of the draft settlement bill, provide that –

5.28.1. the fee simple estate in the [name] property will vest in undivided equal shares in each of the following as tenants in common –

(a) the governance entity; and

(b) the Ngā Hapū o Te Whānau a Apanui governance entity; and

5.28.2. the vesting will occur on the later of –

(a) the settlement date; and

(b) the settlement date under the Ngā Hapū o Te Whānau a Apanui settlement legislation; and

5.28.3. the [name] property will continue to be a local purpose (cultural association and ecological restoration) reserve; and

5.28.4. notwithstanding the vesting under clause 5.28.1, the joint management body appointed under clause 5.27.2 will continue to be the administering body of that reserve for the purposes set out in clause 5.27.4, but the Reserves Act 1977 will apply as if the reserve were vested in that body under section 26 of that Act.

Transfer of share in the [name] property

5.29. The settlement legislation will, on the terms provided by sections 67 and 68 of the draft settlement bill, –

5.29.1. state that **beneficial entity** means representatives of a group of members of Ngai Tai or Ngā Hapū o Te Whānau a Apanui;

5.29.2. enable the governance entity to apply to the Minister of Conservation to transfer all or part of its share in the [name] property to another beneficial entity;

5.29.3. subject to that consent being received, provide for such transfer to occur; and

5.29.4. if such transfer occurs, provide that the joint management body established under section 77 of the draft settlement bill will continue to be the administering body of the [name] property.

GENERAL PROVISIONS APPLYING TO ALL CULTURAL REDRESS PROPERTIES

5.30. Each cultural redress property is to be –

5.30.1. as described in schedule 2 of the draft settlement bill; and

5.30.2. vested on the terms provided by –

(a) sections 48 to 72 and 75 to 78 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.30.3. subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 5.23 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 2 of the draft settlement bill.

CREATION AND MANAGEMENT OF NGAI TAI RAUKŪMARA RESERVE, TO REMAIN VESTED IN THE CROWN ON THE SETTLEMENT DATE

5.31. The settlement legislation will on the terms provided in sections 73 to 74 of the draft settlement bill, provide that on the settlement date –

5.31.1. Ngai Tai Raukūmara property, being Part Raukūmara Conservation Park, as shown on deed plan TTW-127-09, will –

(a) cease to be a conservation area and part of the Raukūmara Conservation Park under the Conservation Act 1987;

(b) be a local purpose (cultural association and ecological restoration) reserve, named Ngai Tai Raukūmara Reserve; and

5.31.2. the governance entity will –

(a) be appointed to control and manage Ngai Tai Raukūmara Reserve, as if it were a local authority appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

(b) manage Ngai Tai Raukūmara Reserve to –

(i) recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua;

(ii) protect and maintain the ecological values of the reserve; and

(iii) subject to subclauses (i) and (ii), facilitate reasonable recreational access to the extent that is practicable to do so.

MANAGEMENT OF MARGINAL STRIPS

5.32. The settlement legislation will, on the terms provided by section 79 of the draft settlement bill, provide that on the settlement date, the following marginal strips will be managed by the governance entity in accordance with section 24H of the Conservation Act 1987:

5.32.1. Part Marginal Strip – Motu River;

5.32.2. Ngaupokotangata Stream Marginal Strip;

5.32.3. Petipeti Stream Marginal Strip;

5.32.4. Part Takaputahi River Marginal Strip;

5.32.5. Waitukuaruhe Stream Marginal Strip;

5.32.6. Part Whitikau Stream Marginal Strip;

(all shown on deed plan TTW-127-10); and

5.32.7. any marginal strip reserved from the vesting of the Whitikau property under clause 5.23.1(b) (as shown on deed plan TTW-127-05).

5.33. The settlement legislation will, on the terms provided by section 80 of the draft settlement bill, provide that on the settlement date, the following marginal strips (as shown on deed plan TTW-127-12) will be managed by the joint management body established under clause 5.27.2 in accordance with section 24H of the Conservation Act 1987:

5.33.1. Part Marginal Strip – Motu River; and

5.33.2. Part Takaputahi River Marginal Strip.

CULTURAL MATERIALS PLAN

5.34. The settlement legislation will, on the terms provided by sections 82 to 85 of the draft settlement bill, provide for the Minister of Conservation (or delegate) and the governance entity to develop a cultural materials plan, within five years of the settlement date, setting out how the governance entity will provide a member of Ngai Tai with written authorisations to collect the following cultural materials:

5.34.1. flora material from public conservation land within the settlement redress area; and

5.34.2. protected wildlife found dead within the settlement redress area.

OFFICIAL GEOGRAPHIC NAMES

5.35. The settlement legislation will, on the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Tōrere River	Wainui te Awa	BE42 018 841 to BE41 936 899	River
Waiiti Stream	Wai Tii te Awa	BE42 000 880 to BE41 942 899	Stream

5.36. The settlement legislation will provide for the official geographic names on the terms provided by sections 44 to 46 of the draft settlement bill.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.37. The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.38. However, the Crown must not enter into another settlement that provides for the same redress as set out in clauses 5.23 to 5.29, 5.31 to 5.33 and 5.35.

OROI SCENIC RESERVE

5.39. The parties acknowledge that Ngai Tai and Whakatōhea have agreed that an undivided half share in the fee simple estate in the reserve land in the Oroi Scenic Reserve is to be transferred to the governance entity, as tenants in common with the trustees of Te Tāwharau o Te Whakatōhea, in accordance with and subject to the requirements of sections 98 to 100 of the Whakatōhea Claims Settlement Act 2024.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1. The Crown must pay the governance entity on the settlement date $12,000,000, being the financial and commercial redress amount.

AQUACULTURE DEVELOPMENT FUND

6.2. The parties acknowledge that the amount in clause 6.1 includes an amount of $1,000,000 for costs associated with applying for aquaculture resource consents.

6.3. If at any time the governance entity decides it does not wish to apply all or part of the payment referred to in clause 6.2 for aquaculture resource consenting purposes, the governance entity may use that payment, in whole or in part, for any other purpose that is consistent with its trust deed.

DEFERRED SELECTION PROPERTY

6.4. The governance entity may during the deferred selection period for the deferred selection property, give the Crown a written notice of interest in accordance with paragraph 4.1 of the property redress schedule.

6.5. Part 4 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

SETTLEMENT LEGISLATION

6.6. The settlement legislation will, on the terms provided by sections 87 to 92 of the draft settlement bill –

6.6.1. enable the transfer of the Ngai Tai Raukūmara property as a deferred selection property; and

6.6.2. provide that, if the Ngai Tai Raukūmara property is transferred to the governance entity under section 87 of the draft settlement bill –

(a) the Ngai Tai Raukūmara property will remain a local purpose (cultural association and ecological restoration) reserve;

(b) the Ngai Tai Raukūmara property will form part of He Pito Whanake Reserve (referred to in clause 5.23.3 and administered by the governance entity in accordance with clause 5.24); and

(c) the following sections of the draft settlement bill will apply to the Ngai Tai Raukūmara property as if it were a reserve property (as defined in the draft settlement bill) that will vest in the governance entity under subpart 5 of part 2 of the draft settlement bill:

(i) section 60(2) and (3);

(ii) section 61(1)(a), (2), (3) and (6);

(iii) section 64(2) to (5); and

(iv) sections 65, 66, and 69 to 72.

RFR FROM THE CROWN

6.7. The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being –

6.7.1. land listed in part 6 of the attachments that on the settlement date -

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown.

6.8. The right of first refusal is –

6.8.1. to be on the terms provided by sections 94 to 121 of the draft settlement bill; and

6.8.2. in particular, to apply –

(a) for a term of 186 years on and from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 101 to 110 or under a matter referred to in section 111(1) of the draft settlement bill.

NGAI TAI AQUACULTURE SPACE

6.9. For Ngai Tai, their rohe moana is a significant part of their identity and aquaculture development therefore plays a key role in providing for the future success of their iwi members.

6.10. The Crown has agreed that the deed will provide the governance entity with an exclusive right to apply for a coastal permit in relation to aquaculture activities within an area of reserved space on the terms set out in clauses 6.11 to 6.12 below.

Reservation of Ngai Tai aquaculture space

6.11. The settlement legislation will, on the terms provided by sections 122, 124 and 125 of the draft settlement bill, provide –

6.11.1. for the reservation of the aquaculture space on the plan in part 5 of the attachments (Ngai Tai aquaculture space);

6.11.2. for the reservation of the Ngai Tai aquaculture space to continue for a period of 35 years following the date on which the settlement legislation comes into force (reservation term);

6.11.3. that at the end of the reservation term, the reservation of the Ngai Tai aquaculture space will be deemed to have lapsed;

6.11.4. that the Bay of Plenty Regional Council will, as soon as is reasonably practicable after the settlement date, identify the Ngai Tai aquaculture space and record its effect in its regional coastal plan, without using the process under Schedule 1 of the Resource Management Act 1991 and any equivalent plan under any successor legislation without using the equivalent Schedule 1 process;

6.11.5. that only the governance entity or a nominee of the governance entity may apply for a coastal permit in relation to aquaculture activities within the Ngai Tai aquaculture space during the reservation term (exclusive right);

6.11.6. that, to avoid doubt, the exclusive right will continue to the end of the reservation term, regardless of whether the governance entity has applied for or obtained a coastal permit in relation to aquaculture activities within the Ngai Tai aquaculture space either before or during the reservation term; and

6.11.7. that, during the reservation term, the Bay of Plenty Regional Council may grant a coastal permit authorising any other activity, apart from aquaculture activities, in the Ngai Tai aquaculture space, but only –

(a) to the extent that that activity is compatible with aquaculture activities; and

(b) after consultation with the governance entity.

6.12. The parties acknowledge that, in respect of clause 6.11:

6.12.1. the exclusive right does not mean that a coastal permit will necessarily be granted;

6.12.2. the Crown has no further obligations beyond those set out in clause 6.11; and

6.12.3. there is no recourse to the Crown in any circumstances, including if a coastal permit is not:

(a) applied for within the reservation term; or

(b) granted.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.

7.2. The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.

7.3. The draft settlement bill proposed for introduction to the House of Representatives –

7.3.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

7.3.2. must be in a form that is satisfactory to Ngai Tai and the Crown.

7.4. Ngai Tai and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

7.5. This deed, and the settlement, are conditional on the settlement legislation coming into force.

7.6. However, the following provisions of this deed are binding on its signing:

7.6.1. clauses 7.4 to 7.13; and

7.6.2. paragraph 1.3, and parts 4 to 7, of the general matters schedule.

DISSOLUTION OF THE NGAITAI IWI AUTHORITY

7.7. The settlement legislation will on the terms provided in sections 128 to 130 and 134 to 149 of the draft settlement bill, –

7.7.1. dissolve the Ngaitai Iwi Authority; and

7.7.2. vest the assets and liabilities, rights, obligations and responsibilities of Ngaitai Iwi Authority in the governance entity; and

7.7.3. provide, to the extent that any assets and liabilities of the Ngaitai Iwi Authority are held subject to any charitable trusts, that those assets and liabilities vest in and become the assets and liabilities of the governance entity, freed of all charitable trusts, but subject to trusts expressed in the governance entity trust deed; and

7.7.4. provide for various transitional arrangements in respect of the Ngaitai Iwi Authority and relevant subsidiaries, including transitional taxation arrangements.

RECOGNITION OF NEW MANDATED ORGANISATION AND VESTING OF FISHERIES AND AQUACULTURE ASSETS

7.8. In clause 7.9, **mandated organisation** means –

7.8.1. for the purposes of the Māori Fisheries Act 2004, a mandated iwi organisation; and

7.8.2. for the purposes of the Māori Commercial Aquaculture Claims Settlement Act 2004, an iwi aquaculture organisation.

7.9. The Crown agrees that the settlement legislation will, on the terms provided in sections 131 to 133 of the draft settlement bill, –

7.9.1. recognise that the governance entity is, and is recognised by Te Ohu Kai Moana Trustee Limited as, the new mandated organisation for Ngai Tai in place of the Ngaitai Iwi Authority;

7.9.2. confirm that Te Kumukumu Limited is the asset holding company of the governance entity under the Māori Fisheries Act 2004 and the Māori Commercial Aquaculture Claims Settlement Act 2004;

7.9.3. provide that the governance entity's trust deed is approved as if it were approved under section 17 of the Māori Fisheries Act 2004 and section 33 of the Māori Commercial Aquaculture Claims Settlement Act 2004;

7.9.4. provide that Te Ohu Kai Moana Trustee Limited is not liable, and no action may be brought against it, for any act described in this deed of settlement that it does or omits to do, in so far as the act or omission is done or omitted in good faith, and with reasonable cause; and

7.9.5. include other provisions to give better effect to the fact that the governance entity is the new mandated organisation.

EFFECT OF THIS DEED

7.10. This deed –

7.10.1. is "without prejudice" until it becomes unconditional; and

7.10.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

7.11. Clause 7.10.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

7.12. The Crown or the governance entity may terminate this deed, by notice to the other, if –

7.12.1. the settlement legislation has not come into force within 30 months after the date of this deed; and

7.12.2. the terminating party has given the other party at least 40 working days notice of an intention to terminate.

7.13. If this deed is terminated in accordance with its provisions –

7.13.1. this deed (and the settlement) are at an end; and

7.13.2. subject to this clause, this deed does not give rise to any rights or obligations; and

7.13.3. this deed remains "without prejudice"; but

7.13.4. the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.

8 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

8.1. The general matters schedule includes provisions in relation to –

8.1.1. the implementation of the settlement; and

8.1.2. the Crown's –

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

8.1.3. giving notice under this deed or a settlement document; and

8.1.4. amending this deed.

HISTORICAL CLAIMS

8.2. In this deed, **historical claims** –

8.2.1. means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngai Tai,[1] or a 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 the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from 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

[1] Ririwhenua and Ngā Potiki are historical hapū whose customary rights in the Ngai Tai settlement redress area were exercised by virtue of descent from ancestors set out in the Ngai Tai claimant definition.

(ii) by or under legislation; and

8.2.2. includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngai Tai or a representative entity, including the following claims:

(a) Wai 78 – Tōrere claim;

(b) Wai 2307 – Tōrere 21 Block (Lines) claim;

(c) Wai 2553 – Tōrere Whānau (Piner) claim; and

8.2.3. includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngai Tai or a representative entity, including the following claims:

(a) Wai 1788 – State Highway 35 Land claim; and

(b) Wai 2427 – Runanga Nui o Ngai Tai Whānau Whanui Mai Waihihi Mai Waihaha claim.

8.3. However, **historical claims** does not include the following claims:

8.3.1. a claim that a member of Ngai Tai, or a whānau, hapū, or group referred to in clause 8.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.6.1; and

8.3.2. a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 8.3.1.

8.4. To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

8.5. To avoid doubt, this settlement does not affect applications by any group for the recognition of customary interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

NGAI TAI

8.6. In this deed, **Ngai Tai** means –

8.6.1. the collective group composed of individuals who descend from one or more of Ngai Tai ancestors; and

8.6.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.6.1; and

8.6.3. every individual referred to in clause 8.6.1.

8.7. For the purposes of clause 8.6.1 –

8.7.1. a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) whāngai in accordance with Ngai Tai tikanga (Māori customary values and practices); and

8.7.2. a **Ngai Tai ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from:

(i) Manaakiao; and

(ii) Tōrerenuiārua; and

(b) exercised customary rights predominantly in relation to the Ngai Tai settlement redress area after 6 February 1840.

8.7.3. **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

8.8. In this deed –

8.8.1. **mandated negotiators** means the following individuals:

(a) Lucy Steel, Tōrere;

(b) Anaru Vercoe, Whakatāne;

(c) Selwyn Hayes, Rotorua;

(d) Te Waerengaahika Maxwell, Wellington; and

8.8.2. **mandated signatories** means the following individuals:

(a) [*name, town or city of residence*];

(b) [*name, town or city of residence*].

ADDITIONAL DEFINITIONS

8.9. The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

8.10. Part 7 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of Ngai Tai by the mandated signatories in the presence of –

_____
[*name*]

_____
[*name*]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED by [*appropriate signing provisions for the governance entity*] in the presence of -

_____
[*name*]

_____
[*name*]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi Negotiations in the presence of -

_____
Hon [Name]

WITNESS

_____

Name:

Occupation:

Address:

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –

_____
Hon [Name]

WITNESS

_____

Name:

Occupation:

Address: