TUMUAKI

and

NGĀTI HAUĀ

and

THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST

and

THE CROWN

DEED OF SETTLEMENT OF NON-RAUPATU HISTORICAL CLAIMS

---

18 JULY 2013

MAMAI AROHA

Te Karakia ō Kīngi Tāwhiao:

Rahi ake taku hari mō koutou e ū nei

Ki ngā whakahaunga tika o te Ariki kaha rawa, Koia rā te Kīngi Kororia

Tēnei ahau tō koutou teina e tuari ana

ki ngā mea ngaro a tōku pāpā.

Tēnei ahau tō koutou whanaunga e hoa aroha ki ngā tāngata katoa

Kia rite koutou ki te kukupa te harakore, kia mā me te hukarere.

Kia manawanui ki a rātou e whakapōuri nei i ō koutou ngākau

Kia tuohu atu ki a Ihowa i roto i ō koutou whare.

Paimarire

Poroporoaki:

No reira, moe mai rā ngā kākā tarahae i roto i te anuanu me te mātaotao

i te nohonganui i te urunga wairua, moe mai rā, moe mai rā.

Tēnei mātou e mihi atu nei ki a koutou e ruia nei i ngā purapura pai ki te whenua i tipu ake ai.

Me pēwhea ra e mutu ai te aroha i a mātou, he maimai aroha, he maimai aroha.

Waiata:

E noho ana i Te Kauwhanganui kei whea koe Tupu i āhuru mai nei

Tēna kua riro ki te whare i te uru, tomokia atu rā te whare i noho ai

A Kingi Mahuta Tāwhiao Pōtatau Te Wherowhero

Māu e kī atu i kauria kōrua Te Moana Nui-ā-Kiwa

I hoea mai ai, ngā waka e whitu, Hotunui, Hoturoa, Hotuope, Hotumatapu

Ka whānui ki te ao nei

I mahue anō ia koe Tupu a Kīngi Te Rata Mahuta i te ao nā

Me whakamau pea e Tupu ki te iwi ki te nui o Waikato, ki te hauāuru i pā mai ki te kiri

Ki te nui o Koroki-Kahukura, Hauā, te urunga o te rā

Ka huri tō titiro ki roto o Waikato kei reira te tau e

PURPOSE OF THIS DEED

This deed -

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Hauā and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the non-raupatu historical claims of Ngāti Hauā (the raupatu claims having been settled by the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010); and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the trustees of the Ngāti Hauā Iwi Trust who have been approved by Ngāti Hauā to receive the redress; and
- includes definitions of -
  - the non-raupatu historical claims; and
  - Ngāti Hauā; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

TUMUAKI

and

NGĀTI HAUĀ

and

THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST

and

THE CROWN

1 BACKGROUND

1.1 Ngāti Hauā are an iwi of the Tainui waka.

1.2 According to Ngāti Hauā, from time immemorial they have exercised tino rangatiratanga throughout their rohe in accordance with their own tikanga and kawa.

CROWN TREATY BREACHES AND NGĀTI HAUĀ

1.3 Ngāti Hauā consider that -

1.3.1 since May 1840, the Crown has continually committed fundamental breaches of the spirit, intention and terms of the Treaty causing severe prejudice to Ngāti Hauā including loss of life, alienation from their lands and resources and suffering resulting in the economic, social, cultural and political marginalisation and deprivation of Ngāti Hauā; and

1.3.2 from 1840, Ngāti Hauā have continually and consistently asserted their tino rangatiratanga in numerous ways including resistance to Crown invasion, petitions, submissions and litigation.

NGĀTI HAUĀ CLAIMS

1.4 In seeking redress for the Crown's historical Treaty breaches, Ngāti Hauā filed claims under the Treaty of Waitangi Act 1975. In particular, Ngāti Hauā filed the Wai 306 and 1017 claims.

WAIKATO RAUPATU SETTLEMENT

1.5 The raupatu claims of Ngāti Hauā were settled through the Waikato Raupatu Settlement.

NON-RAUPATU HISTORICAL CLAIMS

1.6 Ngāti Hauā have decided to enter into negotiations with the Crown in respect of a settlement of their non-raupatu historical claims.

NEGOTIATIONS

1.7 Ngāti Hauā gave the Ngāti Hauā Trust Board a mandate to negotiate a deed of settlement with the Crown, as confirmed by deed of mandate dated August 2012.

1.8 The Crown recognised the mandate on 19 December 2012.

1.9 The Ngāti Hauā Trust Board appointed the negotiators referred to in clause 9.7.2 to negotiate the detailed terms of the deed of settlement.

1.10 Ngāti Hauā and the Crown, by -

1.10.1 terms of negotiation dated 22 December 2012, agreed the scope, objectives and general procedures for the negotiations; and

1.10.2 agreement in principle dated 19 February 2013, agreed that Ngāti Hauā and the Crown were willing to enter into a deed of settlement on the basis set out in that agreement.

1.11 The negotiators and the Crown, since the agreement in principle, have -

1.11.1 had extensive negotiations conducted in good faith; and

1.11.2 negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.12 Ngāti Hauā have, since the initialling of the deed of settlement, by a majority of -

1.12.1 96.96%, ratified this deed and approved its signing on their behalf by the Tumuaki and the trustees of the Ngāti Hauā Iwi Trust; and

1.12.2 96.64%, approved the trustees receiving the redress.

1.13 Each majority referred to in clause 1.12 is of valid votes cast in a ballot by eligible members of Ngāti Hauā.

1.14 The trustees approved entering into, and complying with, this deed by resolution of trustees on 16 July 2013.

1.15 The Crown is satisfied -

1.15.1 with the ratification and approvals of Ngāti Hauā referred to in clause 1.12; and

1.15.2 with the trustees' approval referred to in clause 1.14; and

1.15.3 the trustees, in their capacity as trustees of the Ngāti Hauā Iwi Trust, are appropriate to receive the redress.

AGREEMENT

1.16 Therefore, the parties -

1.16.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the non-raupatu historical claims; and

1.16.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

INTRODUCTION

2.1 This historical account describes the relationship between the Crown and Ngāti Hauā from 1840 and identifies Crown actions and omissions which have caused grievance to Ngāti Hauā over the generations. It provides context for the Crown's acknowledgement of its Treaty breaches against Ngāti Hauā and for the Crown's apology to Ngāti Hauā.

NGĀTI HAUĀ

2.2 Ngāti Hauā descend from the eponymous ancestor Hauā, a direct descendant of Hoturoa, the captain of the Tainui waka. The hapū of Ngāti Hauā are Ngāti Te Oro, Ngāti Werewere, Ngāti Waenganui, Ngāti Te Rangitaupi and Ngāti Rangi Tawhaki.

2.3 The customary rohe of Ngāti Hauā stretches from Te Aroha, south along the Kaimai Range to Te Weraiti, from Te Weraiti west to Maungatautari, from Maungatautari northwest to Te Rapa, from Te Rapa eastward to Mangateparu and from thence to Te Aroha. Ngāti Hauā also established interests outside this area, such as at Ōmokoroa on the Tauranga Moana coastline. Ngāti Hauā also claimed non-exclusive interests to the west of Maungatautari.

2.4 The Ngāti Hauā rohe included a rich and varied range of habitats and resources. Large swamps were a valuable source of eels and water fowl. Extensive tracts of bush and forest land along the Kaimai Range and on Maungatautari and Maungakawa provided access to birds, rats and other sources of food and medicine. Other areas were used for cultivation. Ngāti Hauā consider a number of hot springs in their rohe to have been of customary significance for bathing, cooking and medicinal purposes.

FIRST CONTACTS

2.5 European technology began to have an impact on Ngāti Hauā from the early 1820s through the introduction of musket warfare into the region. Ngāti Hauā gave shelter to refugees from other iwi, but in 1830 tensions with those iwi gave rise to the battle of Taumatawiiwii on the northern slopes of Maungatautari. Ngāti Hauā maintain that under the formidable leadership of their paramount chief, Te Waharoa, Ngāti Hauā consolidated their interests between Maungatautari north to Te Aroha. Ngāti Hauā refer to their lands as being held under the mana of Te Waharoa.

2.6 The first European to enter Ngāti Hauā territory was likely a Kawhia trader who passed through the Matamata district in 1831 en route to Tauranga. Pigs and potatoes were introduced into the district before then through customary Māori trading networks. European trading posts that purchased flax from Ngāti Hauā in return for various goods were established at Matamata, and later at Tahuna, close to the future site of Morrinsville.

2.7 Protestant missionaries visited the area for the first time in 1833. Ngāti Hauā expressed a strong desire to have their own missionaries. In 1835 a mission station was established close to Matamata pā located just outside present-day Waharoa. A payment in goods was made for the land. Te Waharoa declared that the items handed over 'will soon be broken, worn out, and gone but the ground will endure forever to supply our children and theirs.'

2.8 The mission station was abandoned in 1836 and the area, which included several significant Ngāti Hauā settlements, was instead visited regularly from Te Papa and elsewhere. In the 1840s Ngāti Hauā disputed an attempt by the Church Missionary Society to survey an area estimated at 30 acres encompassing the abandoned site. Eventually the land reverted to Māori ownership.

THE TREATY OF WAITANGI

2.9 In January 1840 Lieutenant-Governor William Hobson proclaimed that only land titles derived from the Crown would be recognised, and all private claims to lands acquired from Māori before 14 January 1840 could only be validated by a grant from the Crown following an inquiry by commissioners specially appointed for the purpose. Henceforth, the Crown alone would be able to purchase Māori land.

2.10 A number of old land claims in respect of the Piako and Waikato districts were filed with the Land Claims Commission after 1840. However, many of these claims were either withdrawn or disallowed and the impact of the process on Ngāti Hauā was not large.

2.11 The Treaty of Waitangi was never brought to Ngāti Hauā's rohe for consideration by the iwi. However, two members of Ngāti Hauā signed an English-language version of the Treaty at Waikato Heads in late March or early April 1840. In 1861, a senior Ngāti Hauā rangatira complained that Crown officials had only sought consent for the Treaty of Waitangi among a small number of chiefs. He also objected to Crown officials having stimulated interest among chiefs by offering blankets as presents to those who signed.

WIREMU TAMEHANA TARAPIPIPI TE WAHAROA

2.12 Te Waharoa died in September 1838. His son, Tarapipipi, who later adopted the Christian name Wiremu Tamehana, was drawn towards the missionaries, becoming one of the first Ngāti Hauā converts to be baptised at Tauranga in 1839. At about this time, Wiremu Tamehana oversaw the construction of a new Christian pā at Te Tapiri, where about 300 members of Ngāti Hauā were living by 1839.

2.13 Under the leadership of Wiremu Tamehana, Ngāti Hauā hosted several large hakari between 1845 and 1846 in an effort to establish peace with neighbouring iwi. The young rangatira's peacemaking efforts cemented his leadership role within Ngāti Hauā.

2.14 In 1846 Wiremu Tamehana commenced construction of a new Christian pā at Peria. Over the next two decades Peria became a hub of economic activity. When Governor Grey visited the district in 1849 he was asked for assistance with securing a millwright, as well as a site in Auckland where Ngāti Hauā could trade their produce. Produce bound for Auckland was taken by cart-road to the Waihou and Piako Rivers then transported by canoe to the Hauraki Gulf, and finally shipped by Māori schooners or in summer large canoes across the sea to Auckland.

2.15 A flour mill had been constructed by 1853, enabling Ngāti Hauā to participate in the economic boom which saw flour exported to Australia and North America during that decade. A visitor to Peria in 1856 later recalled that wheat, maize, kumara and potatoes were all under cultivation. The settlement included a church, school (including boarding facilities for up to 100 children), flour mill, post office, and whare rūnanga. Wiremu Tamehana also oversaw the establishment of a code of laws administered by the rūnanga at Peria. The rūnanga was guided by a mixture of the Ten Commandments and Māori custom.

2.16 In 1863 large crops of wheat were also being cultivated at the Ngāti Hauā settlement of Tamahere. Ngāti Hauā also grazed cattle, horses, and sheep over the surrounding Horotiu plains.

EMERGENCE OF THE KIINGITANGA

2.17 The New Zealand Constitution Act passed by the British Parliament in 1852 provided New Zealand with a system of representative government. The vote was given to all men over 21 years of age who owned or rented property of a certain minimum value which was held under a Crown title. However, because most Māori land at this time was in customary tenure, in practice relatively few Māori men were eligible to vote for the General Assembly that first met in 1854. Although section 71 of the New Zealand Constitution Act provided a mechanism for districts to be proclaimed, within which Māori custom and law could be given a level of official recognition, this provision was never used, despite repeated requests from Māori for this.

2.18 The idea of a Māori King was discussed at many hui in the North Island during the early 1850s. Wiremu Tamehana soon became convinced of the need for change. In particular, he wanted Māori to have a dominant voice in the development and implementation of policies for the governance of their own communities and control over the provision of land to European settlers. Tamehana's efforts to engage with the Crown on issues of Māori governance left him dissatisfied. Having been rebuffed by a Crown official on a trip to Auckland to see the governor, the rangatira subsequently declared "We [Māori] are treated as dogs - I will not go again."

2.19 In 1857 Wiremu Tamehana was instrumental in establishing Pōtatau Te Wherowhero as the first Māori King. On 21 February 1857, Tamehana sent a letter to all of the Waikato tribes announcing 'the agreement of Ngatihaua for Potatau to be King of New Zealand.'

2.20 In May 1857 a meeting of Waikato tribes was held at Paetai, near Rangiriri. Over several days, supporters and opponents of the King movement debated its merits. Wiremu Tamehana argued a King would be better able to provide order and laws than the Governor, who he considered intervened when Europeans were involved but did nothing to resolve conflict between Māori. Paora Te Ahura of Ngāti Hauā also felt the Governor had been ineffective in providing order. He did not see why Māori should not have their own King and he did not see the King as standing in opposition to the Queen. "Why should the Queen be angry? We shall be in alliance with her, and friendship will be preserved."

2.21 Wiremu Tamehana's instrumental role in the establishment of the Kīngitanga saw him dubbed as 'the King maker' in some European circles. Ngāti Hauā use the term Tangata Whakawahi Kīngi. In his role as Tangata Whakawahi Kīngi, Wiremu Tamehana placed a Bible on the head of Pōtatau, recited scripture and anointed him as King. The role of Tangata Whakawahi Kīngi later passed down to Wiremu Tamehana's son, Tupu Taingakawa, who also became Tumuaki of the Kīngitanga. Ngāti Hauā consider that the hereditary Tumuaki position, encompassing the role of Tangata Whakawahi Kīngi, continues to be passed down through the descendants of Wiremu Tamehana today. Ngāti Hauā maintain that the Tumuakitanga forms an essential part of the Kīngitanga, as without the Tumuaki there would be no King.

REACTIONS TO THE KĪNGITANGA

2.22 The Kīngitanga initially drew a range of reactions and responses from Europeans. Some politicians and officials urged the Governor to recognise the King movement

officially and work alongside its leaders to improve governance within Māori communities. Others viewed it as an affront to the Queen's sovereignty.

2.23 In 1857 Governor Browne supported the creation of rūnanga in the Waikato to administer the local affairs of each community. Following meetings with the Waikato tribes in April 1857 he became convinced that if the Government supported the emergent rūnanga movement then senior Waikato rangatira could be persuaded to abandon the King movement. In the same year, the Crown appointed a new Resident Magistrate to the Waikato. However, he was withdrawn from the district in 1858 in part due to concerns that he had antagonised supporters of the King movement. Wiremu Tamehana later said that he disapproved of the Resident Magistrate's proceedings.

2.24 During the 1850s, Wiremu Tamehana and other Waikato chiefs advocated through their own rūnanga measures to control the importation of spirits into the Waikato. In 1859 the Native Minister and Governor consented to regulations, although these were not used.

TARANAKI WAR

2.25 The Crown's attempt to purchase the disputed Pekapeka block at Waitara in 1859 and 1860 led to war in Taranaki and increased tensions between the Crown and the Kīngitanga. In April 1860 some Taranaki chiefs placed their lands under the authority of the Māori King.

2.26 The Crown's actions at Waitara concerned Ngāti Hauā, who had long-standing connections with the Taranaki region. Despite the opposition of Wiremu Tamehana, in late 1860 a Ngāti Hauā party under the leadership of Te Wetini Taiporutu travelled to Taranaki to provide support to local Māori. On 6 November 1860, Te Wetini Taiporutu and a significant number of Ngāti Hauā were among those killed by Crown forces in battle at Mahoetahi, when forced to retreat from the pā across swamp under heavy fire. Ngāti Hauā sustained further losses in subsequent fighting, including on 23 January 1861 during an attack on the redoubt at Huirangi.

2.27 Concerned that war would spread to the Waikato, Wiremu Tamehana sought reassurance from the Governor that Waikato would not be attacked, and pursued a peaceful resolution of the conflict. In February 1861, he decided to travel to Taranaki himself to bring the war to an end. He was successful, and an initial truce began on 11 March 1861. During the truce a hui was held at which the assembled iwi agreed to place the settlement of the dispute in his hands.

2.28 Tamehana was unable to convince Crown officials to withdraw its forces from the disputed land while a permanent settlement of the dispute was arranged. Nonetheless, after the Waikato forces withdrew from Taranaki, in April 1861 the Crown reached a peace agreement with Taranaki iwi that provided for an investigation of the title to the Waitara lands. The Pekapeka block remained under the control of the Crown until May 1863 when the Governor renounced the purchase of the block.

AFTERMATH OF THE TARANAKI WAR

2.29 Governor Browne was angry at the intervention of Ngāti Hauā and other Māori in the Taranaki war and discussed sending forces into Waikato. When one official visited the Ngāti Hauā settlement of Tamahere in April 1861, he reported that those assembled there 'dreaded the idea of a war in the Waikato', but also that Ngāti Hauā were prepared to defend Kīngitanga land if war broke out. Many Europeans suspected

Wiremu Tamehana's peacemaking actions at Taranaki were just a ruse and believed that the rangatira was secretly planning an attack on Auckland.

2.30 In April 1861 the Governor wrote to Wiremu Tamehana expressing his desire that Europeans and Māori should be governed under the same law, asking that those persons of Ngāti Hauā and other iwi who had participated in the Taranaki War make restitution for damage they had caused, and also asking that the Kīngitanga renounce the use of force in the future. In May 1861, before Tamehana had responded, Governor Browne demanded Waikato iwi accept the Queen's authority and agree to obey her laws. In return the Governor reaffirmed the Crown's commitment to the protection of Māori possession of their lands and property as set out in the Treaty. He accused Waikato Kingitanga supporters of levying war against the Queen and creating an authority "inconsistent with allegiance to the Queen, and in violation of the Treaty of Waitangi". The Governor stated that the Queen, under the Treaty, would protect the land of all Māori in allegiance to her and living under her sovereignty. However, Māori who set aside the authority of the Queen and the law would forfeit this protection.

2.31 While the Governor had strong support among officials for his approach, some Crown officials and other observers expressed concern at the uncompromising language employed in his notice. The Colonial Office in London also queried the Governor's hostility to the Kīngitanga and was open to proposals that aimed at reconciliation or peaceful co-existence with the movement.

2.32 In June 1861 Māori met at Ngāruawāhia to consider how to respond to the Governor's messages. They reassured the Governor that they had no intention of fighting and urged him to instead settle any differences peacefully.

2.33 Governor Browne's plans for the invasion of Waikato were put on hold with the appointment of a new Governor, George Grey, who reached the colony in September 1861.

PRELUDE TO WAR

2.34 Grey's instructions from the Colonial Office in London charged him with introducing "some institutions of Civil Government, and some rudiments of law and order, into those Native Districts whose inhabitants have hitherto been subjects of the Queen in little more than in name, notwithstanding the well-meant colonial legislation of the last few years". Grey and his Ministers were advised to give serious consideration to the creation of Native Districts under section 71 of the Constitution Act 1852, in conjunction with a new system for the administration of Maori affairs, as a way to "better promote the present harmony and future union of the two races".

2.35 In October 1861 Governor Grey proposed to establish on a large scale a system of local government for Māori, which was provided for in legislation enacted in 1858. This would give Māori a greater role in local government, which it was hoped would restrict the appeal and influence of the Kīngitanga. Under his proposals the North Island would be divided into twenty administrative units, each of which would have its own Māori rūnanga that could propose by-laws on matters of local concern under the supervision of a Crown-appointed Civil Commissioner.

2.36 Wiremu Tamehana was said to be supportive in principle of the proposals, provided Matutaera (known as Tāwhiao after 1864), who had succeeded to the kingship after the death of Pōtatau Te Wherowhero in 1860, approved any laws put forward. The Colonial Office subsequently informed Grey that it had no difficulty with such a suggestion. However, the Māori King was given no role in the rūnanga system.

2.37 Meanwhile, the appointment of a Civil Commissioner to Te Awamutu in January 1862 was met with suspicion and distrust from some Kīngitanga supporters, who resented his attempts to progress Grey's rūnanga system. The scheme of "new institutions" was largely a failure in the Waikato district.

2.38 In October 1862 Ngāti Hauā hosted a large hui at their Peria pā to discuss the situation in the Waikato. Bishop Selwyn, who attended the hui, reported strong support for the Kīngitanga. Much concern was expressed about certain Crown actions, including the construction of a military road from Auckland to Mangatāwhiri, and plans to put Government steamships on the Waikato River.

2.39 In January 1863 Governor Grey attended a meeting of assembled chiefs at Taupiri near Ngāruawāhia. There are conflicting versions of what Grey said at the meeting. According to one account, Grey remarked in reference to the Māori King that, "I shall not fight against him with the sword, but I shall dig around him till he falls of his own accord". Some Māori interpreted this as confirmation of the Crown's uncompromising opposition to the Kīngitanga.

2.40 Relations between the Crown and the Kīngitanga continued to deteriorate over the early months of 1863. By the end of March 1863 a road had been constructed as far south as the Mangatāwhiri River. One dispute arose over the construction of a courthouse and police barracks at Te Kohekohe. Another dispute arose over the publication of a Government-sponsored Māori-language newspaper by the Civil Commissioner at Te Awamutu, which adopted a strongly critical tone towards the Kīngitanga. In late March a group of Māori seized the printing press and gave the Civil Commissioner three weeks to leave the district. The Civil Commissioner complied with this demand.

2.41 In May 1863 fighting resumed in Taranaki and continued into the following month. Some Crown officials feared the resumption of fighting in Taranaki might prompt an attack by the Kīngitanga on settlers in the Waikato.

2.42 In early May, Waikato chiefs met at Rangiaowhia to determine the role of Waikato in the Taranaki war. Wiremu Tamehana announced that Ngāti Hauā would take no part in the conflict at Taranaki, and opposed any attack on European settlements in the Waikato by the Kīngitanga, as the Crown's Civil Commissioner in the Upper Waikato reported had been threatened by other iwi.

THE WAIKATO WAR

2.43 On 24 June 1863 the Premier outlined plans for war and proposed to confiscate the land of those who fought against the Crown. On 9 July 1863 a proclamation was issued requiring all Māori living between the Waikato River and Auckland to either take the oath of allegiance or retire to the Waikato. A significant number of Māori subsequently left for the Waikato.

2.44 A second proclamation, dated 11 July 1863, announced the Crown's intention to establish military posts on the Waikato River to maintain the security of the district. The Crown considered these military posts to be a necessary response to recent events. The proclamation said that Europeans had been driven away from the Waikato and their lands and properties plundered, and that some Waikato Māori had been responsible for the murder of troops at Taranaki. The proclamation accused the Waikato tribes of planning a direct invasion of Auckland and of the murder of "peaceable settlers".

2.45 On 12 July 1863 Crown forces crossed the Mangatāwhiri River, which the Kīngitanga had designated as the northern boundary of the area under King Tāwhiao's authority in the Waikato. Waikato Māori would not have seen the 11 July proclamation until after Crown forces had crossed the Mangatāwhiri River and invaded the Waikato.

2.46 The first military engagement occurred at Koheroa on 17 July 1863. Some members of Ngāti Hauā participated in early skirmishing aimed at disrupting supply lines and slowing the advance of Crown forces into the Waikato. Crown military forces mobilised during the Waikato campaign greatly outnumbered those of Māori defending the Waikato.

2.47 As part of the Kīngitanga, Ngāti Hauā opposed Crown forces at the battles of Meremere and Rangiriri. At least 34 of the 183 men taken prisoner when Crown forces captured Rangiriri pā on 21 November 1863 were recorded as belonging to Ngāti Hauā. Wiremu Tamehana had vacated the pā with a small force the night before. The following day he led a force of some 400 men towards the pā, intending to reinforce it. On seeing that the British had captured the pā, he sent his mere to Lieutenant-General Cameron, the commander of British forces in New Zealand, in what another senior Waikato rangatira described as a token of peace. Cameron himself was unsure what message the mere was intended to convey.

2.48 A number of reports following the Rangiriri battle indicated that Wiremu Tamehana and other leaders wished to negotiate an end to the war. On 6 December 1863 Governor Grey informed the Waikato chiefs that if Lieutenant-General Cameron was allowed to enter Ngāruawāhia without resistance, he (Grey) would travel there to talk peace with them.

2.49 On 8 December 1863 Lieutenant-General Cameron entered Ngāruawāhia without resistance. The settlement had been deserted by its residents and the King's flag handed over to an intermediary as a present for Grey. However, the Governor did not travel to Ngāruawāhia, and instead British forces pushed deeper into Waikato territory.

2.50 By mid-December 1863 Wiremu Tamehana had retired to the Maungatautari district where a defensive pā, Te Tiki o Te Ihingārangi, had been constructed. The rangatira informed one visitor that he was prepared to defend the district from the advancing Crown forces. "If the Governor follows me here, I shall fight. If not I shall remain quiet."

2.51 A chain of defensive pā had also been constructed at Pāterangi, but the British by-passed these and instead attacked the unfortified agricultural settlement of Rangiaowhia at dawn on 21 February 1864. Some men alongside women and children were at Rangiaowhia when the attack began. It appears that women and children from Te Tiki o Te Ihingārangi and other pā had been sent to Rangiaowhia for their own protection prior to the British attack on the settlement.

2.52 In alarm at the surprise attack by Crown forces, the Māori occupants of Rangiaowhia took cover in the Anglican and Catholic churches and in their whare, or fled from the settlement. A number of Māori were taken prisoner. Some of those taking cover in a whare returned fire on the Crown forces and refused to lay down their arms. During the exchange a number of whare caught fire and the occupants perished. Some of these whare were deliberately set alight. One unarmed individual escaping a burning whare and attempting to surrender was killed by Crown troops and contemporary accounts reported that women and children were among those who died in the burning whare.

2.53 The British attack on Rangiaowhia was a source of much anguish for Wiremu Tamehana and other Kīngitanga leaders, who understood it should be a place of refuge for women, children and the elderly.

2.54 On 22 February 1864 Crown forces attacked Māori, including Wiremu Tamehana and other Ngāti Hauā, who were in the process of fortifying an old pā site at Hairini, resulting in the loss of between around nine and twenty lives on the Māori side. Following the conflict at Hairini, Wiremu Tamehana and other Ngāti Hauā returned to Te Tiki o Te Ihingārangi to guard the district from British attack. In late March Crown forces established Pukerimu redoubt on the Waikato River downstream from Te Tiki o Te Ihingārangi.

2.55 The final battle of the Waikato campaign took place between 31 March and 2 April 1864, when Crown forces besieged an unfinished pā at Ōrakau, near Rangiaowhia. When Ngāti Hauā heard of the attack on Ōrakau, reinforcements travelled to the scene but could not enter the pā to aid in its defence. On 2 April the occupants of Ōrakau attempted to break out of the pā and suffered heavy casualties when pursued by Crown forces.

2.56 Immediately after the fight at Ōrakau, Cameron returned to the British camp at Pukerimu. During his absence two separate skirmishes took place on 30 and 31 March between Pukerimu and Maungatautari, although no casualties were reported. On 5 April 1864 Ngāti Hauā and other iwi evacuated Te Tiki o Te Ihingārangi, making a risky crossing of the Waikato River by canoe close to rapids and travelling across the Matamata plains to Peria. Although the pā was considered a formidable one, it may have been abandoned when supplies were exhausted. Crown forces subsequently stationed a redoubt on Te Tiki o Te Ihingārangi.

2.57 There were no further offensive operations in the Waikato, and the focus of military operations shifted to Tauranga. In the aftermath of the Waikato war, very few Ngāti Hauā or other Waikato Māori formally surrendered.

RAUPATU

2.58 The Crown decided to confiscate a large area of Waikato land as a consequence of the Waikato war. The New Zealand Settlements Act 1863 provided the legal framework for confiscation. The Act enabled the punitive confiscation of land from Māori deemed to be "levying or making war or carrying arms against" the Queen or her military forces, providing support to those involved in armed resistance, or who had "counselled advised induced enticed persuaded or conspired with any other person to make or levy war against her Majesty", or who were involved in any "outrage against persons or property". The Act gave the Governor in Council the power to proclaim a district where confiscation would be applied. It also enabled the Crown to use confiscated lands for military and other settlements and to replace Māori customary tenure with Crown titles for land returned to Māori through a compensation process.

2.59 Māori, including Ngāti Hauā, were not represented in Parliament when this legislation was enacted.

2.60 Although the British Colonial Office had "very grave objections" to several elements of the New Zealand Settlements Act, this legislation was not disallowed, and its system of confiscation by proclamation and compensation by a special Court was left in force. The Colonial Office supported confiscation in principle, and while it was suggested that confiscation should take the form of voluntary cessions by the defeated tribes, nothing was said about what should be done if they refused to surrender land, other than to

proceed with a modified version of the Act's machinery. The Governor was directed to establish an independent commission to oversee the confiscation and to withhold his consent to any confiscation that was not "just and moderate"; but no such commission was created and Governor Grey acceded to indiscriminate, large scale confiscations. Ngāti Hauā were not offered the option of a voluntary cession.

2.61 The formal proclamation of confiscation over the Waikato district was delayed as the Governor and his ministers considered the extent of the land to be confiscated. Ministers advocated the eastward extension of the military campaign to Matamata and Peria and the subsequent confiscation of these lands, but this course of action was not followed.

2.62 The Government effected confiscation in the Waikato through a number of proclamations issued between January and September 1865. By the time of the final proclamation, approximately 1.2 million acres had been confiscated. The eastern boundary of confiscation ran from the summit of Maungakawa north to the Firth of Thames, taking in a substantial area of Ngāti Hauā lands to the west of this line. Approximately 241,000 acres of land within the Ngāti Hauā area of interest were confiscated.

2.63 The Compensation Court, established under the New Zealand Settlements Act, returned some land to members of Ngāti Hauā adjudged not to have committed acts of rebellion. Land returned by way of awards of the Compensation Court was no longer held under customary title, but instead was granted under a title from the Crown, often to individuals or a number of individuals. Approximately 15,000 acres at Tamahere were awarded to members of Ngāti Hauā not found to have been in rebellion.

2.64 Land returned through the Compensation Court could be freely sold, and much of it was alienated to private parties within a short space of time. Of the approximately 15,000 acres at Tamahere, an estimated 12,000 acres had been alienated by 1873. By 1878 nearly all of Tamahere had passed out of Māori ownership.

2.65 The Crown also set aside a reserve at Tauwhare in a largely unsuccessful effort to encourage Ngāti Hauā former 'rebels' living outside the district to return and settle away from the influence of the Kīngitanga. Over time private purchasers encroached on the reserve land and in 1874 a Crown official reported there was insufficient land remaining at Tauwhare for the full 21,000 acres intended for the reserve to be awarded. Faced with this difficulty, the Crown authorised an agent to pay money in lieu of land to some Ngāti Hauā former 'rebels' for their interests in the Tauwhare block.

2.66 In 1879 some members of Ngāti Hauā petitioned Parliament alleging that the Crown's agent had threatened and intimidated them into selling their interests in the Tauwhare lands. The Native Affairs Committee reported in 1880 that this allegation appeared to be supported by evidence. In 1882 members of Ngāti Hauā twice petitioned Parliament regarding Tauwhare. The Committee reported regarding one petition "That the assertion that threats were used is devoid of foundation". In relation to the other petition the Committee recommended that the Government send some independent authority to the district to investigate the matter. It also noted the petitioners' complaints that they had lost their own seed-wheat, potatoes, whares, ploughs, horses and other valuable property when dispossessed of the land. This group petitioned again in 1887 but the Committee reported "it would appear that all claims upon this block have been satisfied".

2.67 In 1879 some sections at Tauwhare were reserved for a number of former Ngāti Hauā 'rebels' under the Confiscated Lands Act 1867. The Waikato Confiscated Lands Act

1880 also provided for lands to be set aside for former 'rebels'. In 1882 an inquiry was held at Cambridge to award Crown grants for sections at Tauwhare but few claimants appeared and only ten certificates were made. The certificates provided that a Crown grant would issue to the holder, but it does not appear that any Crown grants were issued.

2.68 In 1883 a Crown official reported "the failure of endeavours during the last fourteen years to get ex-rebels of the Ngatihaua tribe to desert the King and occupy the Tauwhare Block". The reoccupation of the Tauwhare lands by Ngāti Hauā on an informal basis did increase over time and in the 1920s the proposed Crown sale of some of the lands prompted closer inquiry into their title status. In 1927 a number of the remaining sections were returned to Ngāti Hauā; however, these represented a small fraction of area the Crown had originally intended to reserve for the iwi.

SOCIO-ECONOMIC CONSEQUENCES OF WAR AND RAUPATU

2.69 War and confiscation imposed heavy burdens upon Ngāti Hauā. Many Ngāti Hauā were killed or wounded in defending Kīngitanga lands. This included important rangatira, the loss of whose leadership was a significant blow for the iwi.

2.70 Ngāti Hauā also lost access to some of their most fertile and valuable lands within the confiscated area. Ngāti Hauā communities living on those lands were required to move beyond the raupatu boundaries, placing an additional burden on their remaining lands to support them.

2.71 At the end of the war, in mid-1865, it was reported that Ngāti Hauā and other iwi in the Waikato were suffering from food shortages and that many people were sick and dying as a result. Food was being brought in from outside the district. One visitor commented on the "great destitution and misery" seen in settlements in Ngāti Hauā's territory. Their economy suffered serious damage and the population was dispersed. The confiscation was a critical step towards Ngāti Hauā being left virtually landless.

PEACE-MAKING AND THE FIRST PETITION OF WIREMU TAMEHANA

2.72 In early 1865 Wiremu Tamehana was reported as being anxious to meet with the Governor. However, no meeting took place.

2.73 On 5 April 1865 Wiremu Tamehana petitioned the Premier and Parliament. His petition challenged the Crown's actions in sending forces into and subsequently confiscating Waikato. He asked that the pre-war boundaries be restored so that peace could be made, insisting that "we have done no wrong on account of which we should suffer, and our lands also be taken from us".

2.74 Wiremu Tamehana also defended the right of the Kīngitanga to exercise control over Māori and their remaining lands. He criticized the actions of Crown forces at Rangiaowhia, and lamented the deaths of women and children in that engagement. The Crown did not immediately respond to Wiremu Tamehana's petition.

2.75 In May 1865 Tamehana met with a Member of Parliament who had travelled to Waikato. He agreed to make peace and travelled with a group of about 60 other Ngāti Hauā rangatira to the settlement of Tamahere. There, Tamehana laid his taiaha at the feet of a British officer. He then signed an agreement, which he referred to as 'he maungarongo (the covenant of peace). Tamehana also asked that the Governor appoint an independent commissioner to clear his name. The Governor acknowledged

the peace made with Tamehana, describing it as "a declaration of allegiance to the Queen".

JULY 1865 PETITION

2.76 On 18 July 1865 Tamehana wrote a further petition to Parliament, more directly concerned with rebutting the many accusations levelled against him. He observed that he had been called "an evil man, a rebel, a murderer", and many damaging words had been written to Queen Victoria concerning him. Tamehana stated he had only taken up arms in self-defence after Māori living in South Auckland had been forcibly expelled from their homes and the Mangatāwhiri River was crossed by British troops. Tamehana added: "Am I a man of murder? I only fought for my body and my land; I had not any wish to fight". He again requested that someone be appointed to inquire into the allegations that had been made against him. He maintained that his letter of warning to a Tauranga missionary in 1863, which warned of the possibility of an attack by Māori on that settlement, had been misinterpreted as evidence of his own hostile intent, but that an independent arbitrator would disprove this allegation.

2.77 The Crown did not establish an independent inquiry into who had been responsible for the war, arguing that the actions taken had been "absolutely necessary for the safety of the Colony". Tamehana repeated his plea when the Auckland Civil Commissioner visited Matamata in December 1865.

WIREMU TAMEHANA IN WELLINGTON

2.78 In May 1866 Governor Grey met with Wiremu Tamehana during a visit to Waikato. He persuaded Tamehana, who was by this time in very poor health, to travel to Wellington and present his grievances directly to Parliament.

2.79 On 24 July 1866 Wiremu Tamehana presented his third and final petition to Parliament. This petition again reviewed events leading up to and during the Waikato War. Tamehana referred to his 'Great Darkness' and 'Sorrow-of-heart' ('i Pourinui, i Ngakaumamae') and stated that he had travelled to Wellington in the hope that the great weight upon him might be lifted. He asked that the confiscated Waikato lands be returned and criticized the conduct of the Crown forces during the war.

2.80 On 11 August 1866 Wiremu Tamehana gave evidence before a Parliamentary committee specially appointed to consider his petition. The committee chairman declined to set up a full inquiry into Tamehana's conduct and advised that the return of the confiscated Waikato lands in full was not possible.

2.81 Wiremu Tamehana was asked to select a small piece of land for himself and his tribe. He declined to do so, insisting that he had travelled to Wellington to seek the return of all of Waikato to its rightful owners. On 4 September the committee issued its report, recommending that the petition be referred to the Superintendent of Auckland Province. No further action appears to have been taken regarding the petition.

2.82 Wiremu Tamehana's health continued to deteriorate after his return from Wellington. Worn out and depressed at his failure to obtain the return of Kīngitanga lands and the public restoration of his name, the rangatira died at Peria on 27 December 1866.

2.83 Ngāti Hauā today remembers Wiremu Tamehana as a man of peace, and a deeply principled person, who was wrongly branded a war maker by some of his contemporaries.

TAURANGA

2.84 Ngāti Hauā has a long-standing connection with the Tauranga district. Historically, Ngāti Hauā crossed the Kaimai Range to Tauranga harbour via the Wairere track. Some Ngāti Hauā lived in the Tauranga region, especially at Ōmokoroa. Ngāti Hauā rangatira Te Waharoa lived on nearby Motuhoa Island in the final stages of his life.

2.85 In January 1864 British troops landed at Te Papa and fought against local Māori at Gate Pā on 29 April 1864, and Te Ranga on 21 June 1864. Ngāti Hauā were focussed on defending their own lands in the Waikato at this time.

2.86 In August 1864 the Crown met with other iwi to discuss which areas of land it would confiscate in Tauranga. Later that month the Crown purchased the Katikati-Te Puna block from another iwi. This comprised a large percentage of the land the Crown proposed to return to Māori from the Tauranga confiscated district which the Crown proclaimed in May 1865.

2.87 Members of Ngāti Hauā were prominent in resisting the survey of lands within this district. Some Ngāti Hauā took part in what is known as the Tauranga Bush Campaign during the early months of 1867. Several skirmishes took place between Crown troops and Māori, including some Ngāti Hauā, who had been seeking to disrupt the Tauranga surveys.

2.88 In June and July 1866 Crown officials investigated other tribal claims within the Katikati-Te Puna area and allocated reserves within the block. They concluded that Ngāti Hauā were entitled to 400 acres at Ōmokoroa and 50 acres at Purakaunui.

2.89 Ngāti Hauā did not receive the full 450 acres Crown officials concluded they had been entitled to. In July 1866 two members of Ngāti Hauā were awarded three blocks of land at Ōmokoroa, totalling 240 acres, in trust for Ngāti Hauā. The two trustees arranged to lease the Ōmokoroa lands. However, in 1877 a dispute arose over opposition to the lease. A Crown official persuaded the trustees to sell the lands to a private party as a means to resolve the dispute. Two of the Ngāti Hauā reserves (totalling 202 acres) were sold after alienation restrictions on them were removed. One of the reserves (Lot 56, 38 acres) remained in Māori ownership.

NATIVE LAND COURT

2.90 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 to determine the owners of Māori land "according to Native Custom" and to convert customary title into title derived from the Crown. The establishment of the Court followed a decade-long debate among settler politicians on the nature of Māori custom and how the Crown could recognise land rights fairly and effectively. It was anticipated that transforming customary Māori land ownership to individual rights under Crown title would allow land to be transferred more easily from Māori to settlers, and give individual Māori greater opportunity to participate in the developing economy. By the early 1860s the pre-emption system under which the Crown maintained a monopoly on the purchase of Māori land was widely considered by Crown officials and settler politicians to have failed to ensure sufficient quantities of Māori land were made available for European settlement.

2.91 Through the Native Lands Acts the Crown's pre-emptive right of land purchase was set aside, enabling individual Māori named as owners by the Native Land Court to lease and sell their lands to private parties as well as the Crown. A freehold title from the

Court was necessary for Māori to sell or legally lease land or to use it as security to enable development of the land.

2.92 There was no consultation with Ngāti Hauā or any other Māori concerning the Native Lands Acts prior to their being enacted and Māori were not represented in the New Zealand Parliament at the time. The legislation did not reflect Ngāti Hauā's customary tenure system, which accommodated complex and fluid relationships and land and resource usages. The Native Land Court awarded titles to named individuals, who were also free to apply for investigations of title without reference to other right-holders. Ngāti Hauā considers this undermined the communal basis of their customary land tenure and the ability of the iwi and its hapū to manage their lands in a considered way. In 1885, 49 members of Ngāti Hauā petitioned Parliament asking that "the Native Land Court should be abolished as every Native who consents to his land being adjudicated upon by this Court obtains no benefit therefrom".

NGĀTI HAUĀ ENGAGEMENT WITH THE COURT

2.93 In March 1866 the Native Land Court sat for the first time in Hamilton. It investigated the titles to some blocks outside of the confiscated area claimed by members of Ngāti Hauā. Wiremu Tamehana appeared at the hearing on behalf of Ngāti Hauā. He exerted his leadership role in a new context, accommodating the interests of other hapū and iwi in accordance with Ngāti Hauā tikanga. However, Wiremu Tamehana did not attend the Court again after the first hearing.

2.94 Besides the early hearings at Hamilton, many of the cases involving lands claimed by Ngāti Hauā were held at Cambridge. Most supporters of the Kīngitanga, including a number of other Ngāti Hauā, opposed the Court's jurisdiction over their lands and refused to participate in its hearings. In November 1868, Wiremu Tamehana's son Tupu Taingakawa travelled to Cambridge to protest in the name of the Kīngitanga against the Court dealing with certain Waikato lands. However, his protest was ignored and the Court continued.

2.95 Members of Ngāti Hauā who attended the Court were required to pay fees to the Court itself, along with survey costs and other expenses. The costs could be high, particularly when cases were contested. In 1871, participating in hearings for Te Aroha, Ngāti Hauā were reported to have incurred expenses in excess of £575.

2.96 Some of the costs incurred by Ngāti Hauā at Native Land Court hearings were for food and accommodation, since it was common for the Court to be convened in European townships such as Cambridge that were often some distance from the lands under investigation or from their usual places of residence.

TEN-OWNER RULE

2.97 Between 1865 and 1873, the native land legislation provided for the Native Land Court to limit the number of owners named on a title to ten or fewer individuals. Those so named on the certificates of title were legally able to act as absolute owners if they chose to do so, and could alienate lands without reference to other members of their hapū or iwi. By 1867 the Native Land Court had applied the ten-owner rule to a number of large blocks in which Ngāti Hauā interests were recognised, including Hinuera, Wharetangata, Matamata, Puketutu, Te Pae o Turawaru, and Te Au o Waikato.

2.98 Section 17 of the Native Lands Act 1867 amended the ten-owner rule. This provided for additional right holders to be named on the back of the certificates of title, indicating the trust relationship between the legal owners and other members of their community.

Section 17 titles were subject to restrictions against alienation except by way of leases not exceeding 21 years. However, the Court considered it had discretion to implement the new provision and often chose to ignore it.

2.99 In November 1868 the Native Land Court awarded the section 17 titles for the Puahue and Pukekura blocks with ten owners named on the front of the titles and other owners listed on the back. The titles stipulated that the legal owners held the lands "in trust for themselves and the persons mentioned at the back hereof.". However, the following year the Court held that under the Native Land Act it could not issue titles with a trust clause included. The certificates were cancelled and new titles issued without the names of those previously listed on the back.

2.100 In 1882 a petition signed by 329 people complained that the decision to limit the number of owners in the Pukekura block to ten had effectively excluded them from the title. In 1885 the Supreme Court ruled that the second set of titles for both blocks were null and void, reinstating the original orders.

2.101 The Native Equitable Owners Act 1886 and the Native Land Court Act 1894 empowered the Native Land Court to inquire into titles issued under the ten-owner system and, if it found that a trust existed or was intended, it could then list the beneficial owners. The provision did not apply to lands that had already been sold.

2.102 In 1905 the Native Land Court concluded that a trust was intended with respect to the title of the Matamata block and the list of beneficial owners was revised accordingly. However in 1905 the Court only had jurisdiction to determine the beneficiaries of a trust with respect to the lands not already alienated (being Matamata North, 2633 acres).

2.103 Among other complaints about the ten-owner rule and trusteeships were those relating to the Te Au o Waikato and Maungatapu blocks, which gave rise to several petitions from members of Ngāti Hauā. These led to the creation of a Royal Commission in 1901 to determine the beneficial owners of both blocks. However, some claimants objected to its findings, complaining that their names had been excluded from the final lists of beneficiaries.

2.104 The Native Land Act 1873 introduced a new form of title and a requirement that every individual owner should be listed on the memorials of ownership issued. There was no provision for a collective title option and the native land legislation did not offer a form of collective title for the administration of Māori lands until 1894. By this time, however, the vast majority of Ngāti Hauā land had already passed through the Native Land Court.

LAND ALIENATION AFTER 1866

2.105 In 1866 Wiremu Tamehana personally approved the leasing of land to private parties as he believed that placing some Europeans on the land would help to secure peaceful relations within Ngāti Hauā, between the supporters of the King and the 'loyal' section of the tribe. Following his death, some other members of the tribe tried to prevent further land dealings and to evict Europeans in occupation of the lands from the district. In 1867 Tupu Taingakawa, who had also tried to prevent the Native Land Court from investigating their lands, asked some of the Europeans to leave. In 1873 tensions over land dealings led to the killing of an employee of a European party occupying Ngāti Hauā lands at Pukekura that were subject to a disputed lease.

2.106 By the 1880s, a small number of private parties had acquired a large quantity of Ngāti Hauā land. In particular, by 1884 some of those listed as owners in the Matamata,

Puketutu and Hinuera 1 blocks had sold their interests to one of the lessees, who was a prominent Auckland businessman. When the purchaser applied to the Court to subdivide his interests, some of the owners objected to the alienation of the land, arguing that those of the ten owners who had sold were meant to be trustees for the tribe. However, under the ten-owner rule, those who had sold had the rights of absolute ownership and were able to sell land without reference to the wider body of owners. The purchaser held 56,000 acres under freehold title by the mid-1880s.

2.107 The alienation of land to Europeans disrupted the occupation patterns of Ngāti Hauā. In 1887 some members of Ngāti Hauā who had temporarily left and then returned to parts of the Matamata Estate lands disputed an attempt to remove them from occupation. The civil case was heard in the Supreme Court, but Ngāti Hauā were unsuccessful and were ordered to leave the lands.

2.108 Crown purchasing was less prevalent within the Ngāti Hauā rohe than private purchasing. However, from the 1870s onwards the Crown sought to acquire lands in which Ngāti Hauā had interests, including Hungahunga, Waiharakeke West, and Aratiatia. One of the Crown's land purchase agents had previously been employed by private land purchasers operating in the same area.

TE AROHA GOLDFIELD

2.109 In 1852 a European discovered gold at Te Aroha, but the Crown was not informed of this find until 1864. By 1866 Wiremu Tamehana was concerned about Europeans coming to mine gold on Ngāti Hauā lands, and he asked Governor Grey to stop this. The Governor replied that he would instruct the local agent to stop Europeans from prospecting for gold on the land.

2.110 In January 1869 the Crown signed a preliminary agreement with Ngāti Hauā for rights to mine gold at Te Aroha and paid a deposit against miners' fees, which gold prospectors would be charged. Ngāti Hauā then applied to the Native Land Court for a legally recognised title for Te Aroha, which they were awarded in February – March 1869 after a contested hearing.

2.111 However in 1871, following a rehearing, the Court awarded most of Te Aroha to another iwi. Ngāti Hauā incurred heavy legal expenses during the Te Aroha hearings, at the end of which Ngāti Hauā individuals were left with the legal title for 415 acres in Te Aroha at Ruakaka, which was not considered in the rehearing. Ngāti Hauā disagreed with the Court's decision and threatened to prevent any other iwi taking possession of this land.

2.112 Members of Ngāti Hauā retained the Ruakaka reserve, although some of this land was taken under Public Works legislation for railway purposes in 1886. None remains in Māori ownership today.

KAUHANGANUI

2.113 In 1889 the Māori King opened the first session of the Kauhanganui (Great Council). From 1891 the Kauhanganui met annually at Maungakawa to consider and debate all matters bearing upon Māori. The Tumuaki role held by Ngāti Hauā was acknowledged through the appointment of Tupu Taingakawa Te Waharoa, the second son of Wiremu Tamehana, as Tumuaki (or premier) of the Kauhanganui. From 1894 the Kauhanganui operated in accordance with a written constitution that provided for two chambers of the council, and a cabinet overseen by the Tumuaki. In his role as Tumuaki of the Kauhanganui, Tupu Taingakawa set the agenda for debate.

2.114 When King Tāwhiao died in 1894, Tupu Taingakawa anointed his son, Mahuta, as the third King, using the same Bible Wiremu Tamehana had placed over Pōtatau Te Wherowhero's head in 1859.

2.115 In 1897 Tupu Taingakawa travelled to Wellington where he met with Premier Richard Seddon. He informed Seddon that his people wished to live in peace under the authority of Queen Victoria, but their primary goal was to be empowered under the Treaty of Waitangi and the 1852 Constitution Act to manage their own affairs. However, efforts to gain recognition of such rights through the General Assembly by measures such as the Native Rights Bill and the Maori Council Constitution Bill were overwhelmingly rejected by the Pākehā majority. Nevertheless, the pressure put on the Government led to the creation of the Maori Land Councils and Maori Councils for local government in 1900.

2.116 In the early decades of the twentieth century Tupu Taingakawa continued to petition and protest for the rights of all Māori under the Treaty to be upheld by the Crown, securing nearly 30,000 signatures to one petition. In 1909 Tupu Taingakawa presented this petition to the Government. The Government denied the allegations levelled that the Crown had breached the Treaty of Waitangi, including through its confiscation of Waikato land during the 1860s.

2.117 When Mahuta died in 1912, his son, Te Rata, was anointed as King by Tupu Taingakawa as the Tumuaki. In 1914 Taingakawa and King Te Rata travelled to London in the hope of gaining redress for their grievances from the British Crown. The pair was introduced to King George V and Queen Mary but their appeal was referred back to the New Zealand Government.

2.118 From 1913 Tupu Taingakawa began to develop Rukumoana pā, near Morrinsville, as the centre of a new movement he styled Te Kotahitanga Māori Motuhake. In 1917 the second Kauhanganui building was relocated to Rukumoana. The Kauhanganui building at Rukumoana became an important site for discussion of the rights of all Māori under the Treaty and of Ngāti Hauā grievances centred around the confiscation of Waikato lands.

2.119 In 1924 Tupu Taingakawa returned to London, this time in the company of the prophet Tahupotiki Wiremu Ratana. They were denied the opportunity to present their petition (signed by 34,000 people) to King George V but subsequently travelled to Geneva in the hope that the League of Nations would intervene to secure justice for the Māori people. The petition, along with a copy of the Treaty of Waitangi, and a huia feather and kiwi cloak, was deposited with the League of Nations by Tupu Taingakawa.

TWENTIETH CENTURY LANDS ADMINISTRATION

2.120 In 1899, concerns about the effect of land loss on Māori led the Crown to temporarily suspend its land purchase operations while an improved legislative regime for Māori land administration was developed and implemented. In 1900 Parliament enacted legislation which provided for the establishment of District Maori Land Councils to oversee the administration of Māori land. Several members of each Council were to be elected by Māori in the district of the Council, and at least half were to be Māori.

2.121 The Councils were responsible for supervising the alienation of most Māori freehold land and could administer lands voluntarily vested in them by owners. The Crown envisaged that Māori would retain and more profitably utilise land, while ensuring that land deemed idle was leased and the income that was generated used to develop it. All papakāinga land was to be "absolutely inalienable".

2.122 In 1902 the Crown proclaimed the Waikato Maori District Land Council. The Council had its first meeting in 1903. In 1905 the Crown established the Waikato District Maori Land Board to replace the Waikato District Maori Land Council, and ended the provision for Waikato Māori to elect members of the Board responsible for overseeing the administration of their land. This change prompted a widely-signed petition from Waikato Māori. After 1913 there was no requirement for any of the Board members to be Māori.

2.123 In 1907 the Crown appointed a Royal Commission of Inquiry to appraise Māori landholdings, and make recommendations about which land should be retained for Māori occupation, and which should be made available for settlers. Tupu Taingakawa Te Waharoa insisted that the Commission assess Ngāti Hauā lands separately from other Waikato lands. He said that Ngāti Hauā's co-operation with the Commission was given on the basis of a Crown assurance that they would not be compelled to sell any of the lands left to them, and would be permitted to lease their lands not required for their immediate use. In 1908 the Commission reported that half the Ngāti Hauā lands in Piako were already leased to settlers, and that the remaining 27,000 acres should be reserved for Māori use.

2.124 The Commission reported that Ngāti Hauā had cleared a considerable quantity of land in Piako so that it could be developed for commercial agriculture. It noted that the Crown provided much less training for Māori farmers than for Pākehā farmers, and recommended that the Crown send agricultural instructors to the Waikato to assist the development of Māori farming.

2.125 However, in the first decades of the twentieth century Ngāti Hauā's ability to farm their own land was constrained by a lack of access to development finance. Banks were reluctant to lend money on multiply-owned land and, because most Māori-owned lands were not held under the Land Transfer Act 1885, the Crown did not provide Māori with the same level of financial assistance for the development of their lands that it offered Pākehā farmers under the Advances to Settlers scheme.

2.126 The Crown soon resumed purchasing Māori land. Legislation enacted in 1909 removed all existing restrictions on alienation, and established a new regime for the alienation of Māori land requiring all alienations of Ngāti Hauā land to be approved by the Waikato Maniapoto District Maori Land Board. The Board approved a transaction for a Pukekura subdivision that it knew would leave the owners landless.

2.127 The 1909 Act and its later amendments provided for the Crown to issue proclamations that excluded private parties from competing with the Crown for land the Crown wished to purchase. The 1909 Act also provided that Māori land with more than ten owners could only be sold after a majority present at a meeting of the assembled owners had consented, but in 1913 amending legislation was enacted providing for the Crown to purchase directly from individual owners. The Crown was legally required to pay at least the government valuation for land that it purchased. In 1919 a Crown purchase agent reported that, although he had acquired some interests in Matamata North, he was finding it difficult to purchase this block because the prices he was authorised to pay were well below those offered by private parties. He requested and received permission to offer better prices.

2.128 In 1914 the Crown decided to purchase land in Matamata North, and issued proclamations prohibiting private land dealings over this land. However, in 1915 and 1916 the assembled owners passed resolutions rejecting the Crown's offer to purchase this land. In September 1916 Tupu Taingakawa and eleven other owners petitioned

the Crown protesting against the Crown's proclamation of monopoly powers over their land in Matamata North.

2.129 Despite some opposition, the Crown began to acquire the interests of individual owners in Matamata North. The Crown maintained monopoly proclamations over various Matamata North subdivisions from 1914 until the late 1920s. By 1931 the Crown had purchased over 1,400 acres in the Matamata North 1 and 2 blocks.

CONSOLIDATION AND DEVELOPMENT SCHEMES

2.130 From the 1920s, the Crown began to address the problem of fragmented, and often uneconomic, landholdings through the promotion of consolidation schemes. Consolidation sought to group whānau interests scattered across numerous blocks into single or contiguous areas that could then be developed for farming purposes. Ngāti Hauā lands were not included in the Waikato-Maniapoto consolidation scheme implemented from the late 1920s.

2.131 In 1929 the Crown introduced land development schemes by providing public funds for the development of Māori lands. The Crown charged the costs of development schemes against the land for which they were incurred. Comparatively little Ngāti Hauā land was brought under development, although Ngāti Hauā lands were included in the Pukemoremore block development scheme, which began in the late 1930s. In the late 1950s, while these lands were under development, they were included in the Pukemoremore consolidation scheme.

2.132 Several decades of Native Land Court subdivisions and the alienation of Māori land left some of the remaining fragmented titles without legal or practicable access. In 1898 the Ngāti Hauā owners of land at Pukekura, in the Maungatautari district, petitioned Parliament concerning their lack of access. They stated that they wished to build houses and to fence and cultivate their lands but had no legal access and were denied entry to their property by their European neighbours. The Department of Lands and Survey stated in response that, because the land was "practically private land originally: that is, Native land", it was "hardly just" for the Crown to be put to the expense of supplying a road under the Public Works Act. The Native Affairs Committee made no recommendation on the petition. Ngāti Hauā consider that the issue of access to 'landlocked' blocks remains a problem for them today.

PUBLIC WORKS

2.133 In the nineteenth and twentieth centuries, the Crown compulsorily acquired Ngāti Hauā lands under public works legislation for a variety of purposes. Lands were taken for roading, railways, schools, and hydro-electric dams. Prior to the mid-twentieth century, the Crown generally did not consult with Māori before compulsorily acquiring their lands for public works.

2.134 Some takings affected areas of significance to Ngāti Hauā. In 1917 members of Ngāti Hauā succeeded in preventing the Morrinsville Town Board from taking land containing a kāinga and urupā for a recreation ground. The Supreme Court quashed the proclamation under which the land (encompassing approximately 98 acres) had been taken on the basis that the taking did not comply with the provisions of the Public Works Act.

RAILWAYS

2.135 By the 1880s the construction of railways through Ngāti Hauā territory was promoted by the opening of the Te Aroha goldfield in 1880 and by the activities of private land buyers and syndicates who hoped to increase the value of the lands they owned. A private company, promoted by significant landowners at Matamata, Morrinsville, Patetere and elsewhere, developed plans from 1881 for a railway line running from Morrinsville to Rotorua via Tirau. When the company failed financially the Crown purchased its assets in 1885. In 1886 the Crown-owned railway line connecting Hamilton with Te Aroha via Morrinsville opened, as did the line between Morrinsville and Tirau. Improved infrastructure attracted more settlers to the district and increased land values. However, by this time, large areas of Ngāti Hauā land had already been alienated.

2.136 The Crown took further land for railway purposes from Ngāti Hauā in the twentieth century. In 1910 the Crown took an area of just over 14 acres for the Rotorua railway. This taking prompted one owner to accuse the Crown of "plundering" the best portions of their remaining land. The owner refused to accept her share of the compensation awarded by the Native Land Court in 1913.

2.137 In the 1960s and 1970s the Crown took land from Ngāti Hauā individuals under public works legislation for the realignment of the railway and the creation of the Kaimai deviation linking Waikato with the port of Tauranga. Other lands were taken for marshalling yards at Waharoa and Tamihana. The historical takings of land for railways continue to affect members of Ngāti Hauā today, such as at **R**aungaiti Marae where double-tracked railway lines pass close by and pose safety concerns for those who cross the tracks.

WAHAROA AERODROME

2.138 In 1942 the Crown constructed an aerodrome at Waharoa for military purposes. Ngāti Hauā owned much of the land involved (Matamata North 1 and 2 blocks) and were not consulted about the development. They immediately protested about the development, pointing out that the land had been left to them by their elders. They expressed concern that their urupā would be affected by the development.

2.139 A meeting was subsequently held with the owners. According to a Native Land Court Judge present at the meeting, the owners "appeared to recognise that if the Government desire to establish a permanent aerodrome there, their lands would have to be taken for the purpose, but they did ask, in that event, that they should not only be compensated but other lands should be acquired for their use." Although no written record of any agreement exists, Ngāti Hauā believed that the land would be retained by the Crown for the duration of the war and be returned to them once the emergency was over.

2.140 The blocks of Ngāti Hauā land used for the aerodrome were not acquired under public works legislation in 1942 as there was uncertainty as to whether the aerodrome was to be temporary or permanent. The Crown agreed to pay rent for the use of the land, except for Matamata North 1A block where the Crown arranged that the owners could graze their cattle on other land in lieu of paying rent.

2.141 The United States Air Force, on whose behalf the runway had been constructed, never occupied or used the site. In 1944 the Crown decided that the land would not be required for Air Force or civil aviation purposes after the war. However, local bodies

and aero clubs were keen to ensure that a permanent civil aerodrome was retained after the war.

2.142 By 1946 Ngāti Hauā were continually expressing their "marked dissatisfaction" at the delay in returning the land to them. The Native Land Court Judge who had been present at the 1942 meeting with the owners expressed his view that it would "be a breach of faith with the owners for the Government to take any step other than to carry out the bargain to reinstate and return the land."

2.143 In 1947 the Native Affairs Department expressed its view that "seeking to fulfil the promises made to the Maori owners" had to be balanced against a matter of "national importance".

2.144 During a meeting held in January 1948 the owners were informed that the land was to be permanently taken for an aerodrome. They strongly objected, stating "the arrangement was that at the end of hostilities the land was to be returned." One owner said he had agreed to the arrangement because "if the Germans came and overran the land, it would be of no use to me." Crown officials made it clear that the land would be taken but offered to provide both alternative land and some monetary compensation.

2.145 In 1951 an area of just over 115 acres was formally taken under the Public Works Act. The following year the owners informed the Minister of Maori Affairs of their understanding that their land would be returned to them after the war, but that this had not been carried out and they had yet to receive compensation. At a subsequent meeting it was noted that "[g]reat difficulty was experienced in getting the owners to face the fact that the land had been taken for the Aerodrome and there was no question of getting it back."

2.146 In 1955 the Crown paid compensation of £4,163. Some land was also provided as part of the compensation, despite some opposition from local bodies. However, Ngāti Hauā had consistently maintained their strong desire to have the lands taken for the aerodrome returned to them.

2.147 Ngāti Hauā consider that the taking has been a source of ongoing grievance and hurt to them. They consider that their willingness to prioritise national over tribal interests at a time of great crisis was taken advantage of.

2.148 In 1965 the land was vested in trust in Piako County Council for the purposes of an aerodrome. That same year the Piako County Council took a further 12 acres of Ngāti Hauā land under the Public Works Act in order to extend the aerodrome.

NGĀTI HAUĀ AND THE WORLD WARS

2.149 When World War One broke out in 1914 many members of Ngāti Hauā were reluctant to fight for the Crown while their raupatu grievances remained unresolved. Tupu Taingakawa explained to the Crown that his people were holding back because they had been aggrieved about the raupatu since the 1860s.

2.150 In 1916 the Crown did not make Māori subject to the conscription for military service it introduced for non-Māori. However, in 1917 the Crown introduced conscription for Māori living within the Waikato-Maniapoto Land District. Many of the young conscripts from the Waikato refused to serve in the armed forces. Some were arrested and later imprisoned with hard labour in Mount Eden Gaol.

2.151 In 1926 the Crown took some steps to acknowledge Ngāti Hauā raupatu grievances by establishing the Royal Commission into Confiscated Lands. After World War Two broke out in 1939 a number of Ngāti Hauā men served with distinction in the armed forces as members of the 28th Maori Battalion.

ENVIRONMENTAL

2.152 Pākehā settlement and colonisation resulted in significant changes to the landscape, waterways, and flora and fauna within the Ngāti Hauā rohe.

2.153 The Auckland Acclimatisation Society, founded in 1867, introduced brown trout and other imported fish species into the Waikato River and other waterways. Over time these exotic fisheries replaced the native species that were a customary source of food for Ngāti Hauā. Fishing became a regulated activity, requiring a license from the Crown for reasons other than personal or family consumption.

2.154 The Auckland Acclimatisation Society also introduced red deer into the Ngāti Hauā rohe for hunting purposes. Deer and other introduced animals, such as rabbits, caused significant damage to crops and pastures. Efforts to eliminate such pests through the use of poisons also resulted in the loss of cattle, pigs, sheep and other stock in the Okauia district.

2.155 From 1873 onwards rivers within the Ngāti Hauā rohe were cleared of snags and other impediments to improve navigability. Areas of swamp were drained resulting in the loss of important customary food sources for Ngāti Hauā and a number of long-term environmental problems. In the twentieth century drainage schemes and flood control schemes implemented by local bodies affected waterways of significance to Ngāti Hauā.

2.156 By the twentieth century, dairy farming had become extremely important in the Matamata district. In the twentieth century dairy factories were established at Matamata, Waharoa, Hinuera, and elsewhere within the Ngāti Hauā rohe. Discharge of waste from dairy factories and freezing works resulted in environmental degradation. Effluent from farms entering the region's waterways, along with leaching and runoff from fertilisers, has also resulted in serious problems for the health of the region's waterways and its fisheries.

2.157 Historically, Ngāti Hauā have always viewed themselves as kaitiaki of the lands, waterways, flora and fauna within their rohe. However, members of Ngāti Hauā often had little involvement with local and central government agencies that made key decisions about the management of environmental resources within their rohe. Prior to the Resource Management Act 1991 there was no reference to the Treaty of Waitangi in relevant resource management legislation, and very limited provision for Māori input into environmental planning.

HYDRO-ELECTRIC DEVELOPMENTS

2.158 From the early twentieth century the Crown embarked upon hydro-electric developments on the Waikato River that resulted in the significant transformation of some Ngāti Hauā waterways and lands. In some cases, sites of significance to Ngāti Hauā were damaged or destroyed as a result of dam construction or flooding. Horahora, which began producing electricity in 1913, was the first power station on the Waikato River. The Arapuni hydro-electric scheme commenced operation in 1929, Karāpiro in 1947, and Maraetai in 1953.

2.159 As a result of the construction of the Karāpiro dam, tapu rocks located on the Pukekura B block dating back to the battle of Taumatawiiwii were submerged. The lands had been set aside by the Native Land Court as an "absolutely inalienable" urupā reserve for the people of Ngāti Hauā and another iwi. Members of Ngāti Hauā protested these developments and sought compensation.

2.160 According to the provisions of the Public Works Act 1928 compensation for the taking of Pukekura B was awarded solely on the basis of the value of the lands on the open market. The Court was unable to have regard for the historical or spiritual connections Ngāti Hauā had to the land. Ngāti Hauā had sought compensation in the form of a memorial to Te Waharoa. During the hearing the Crown set aside land in case the Court ordered that it provide land to replace the submerged urupā. However, it appears the Crown did not inform the owners or the Court of this. In 1975 the rocks at Karāpiro were removed as part of preparations for the 1978 World Rowing Championships.

2.161 Construction of the dams has resulted in a number of environmental problems, including a decline in indigenous fish species. The dams transformed large parts of the upper Waikato River into a series of artificial lakes, preventing the movement of migratory fish species upstream and causing erosion and siltation.

SOCIO-ECONOMIC AND CULTURAL CONSEQUENCES

2.162 Ngāti Hauā had their own systems of learning and knowledge transmission prior to the arrival of Europeans in their district. Te reo Māori was the language of everyday communication, whether internally, or in talking with Crown officials or early European residents of the district. Under the leadership of Wiremu Tamehana, Ngāti Hauā placed much importance on learning to read and write in te reo Māori.

2.163 The disruption and dispersal caused by the Taranaki and Waikato wars undermined the schools attended by Ngāti Hauā children. Attendance at the Ngāti Hauā-run boarding school at Peria, which Wiremu Tamehana had been instrumental in establishing, suffered during the Taranaki war, and by the late 1860s the school had been abandoned. Another school at Maungatautari closed on account of the Taranaki war.

2.164 After 1867 the Crown promoted new educational policies for Māori children based on the transmission of Pākehā cultural practices and values and instruction. Ngāti Hauā children were strongly discouraged from speaking their own language in Crown-run schools for decades. The Crown saw these schools, in part, as a means of assimilating Ngāti Hauā into European culture. Over time, the effect of such policies was to undermine the status of te reo Māori as the first language of Ngāti Hauā. By 2006 only 31% of Waikato-Tainui, including Ngāti Hauā, could hold a conversation about everyday things in te reo Māori.

2.165 Ngāti Hauā consider their cultural identity was undermined in the aftermath of the Waikato war and later land losses through the renaming of places, rivers, springs and other sites of cultural significance to the iwi. Sites renamed after European politicians and soldiers involved in the conquest and dispossession of Ngāti Hauā have been a further cause of distress. Ngāti Hauā also maintain that the Tohunga Suppression Act 1907 and other legislation had a detrimental impact on tribal cultural practices and structures.

2.166 Raupatu and later land losses undermined Ngāti Hauā social structures and left the iwi with insufficient land to provide an economic base. Many members of the iwi migrated elsewhere in search of employment.

2.167 In the nineteenth century Ngāti Hauā and other Māori were exposed to infectious diseases, such as influenza and measles, for the first time. The lack of prior immunity to diseases that arrived in New Zealand with the Europeans took a heavy toll. The Taranaki and Waikato wars also had a significant impact on the Ngāti Hauā population. Periodic outbreaks of disease continued throughout the late nineteenth century. An 1896 influenza epidemic resulted in high mortality rates, especially at the settlement of Maungakawa.

2.168 By the start of the twentieth century the population of Ngāti Hauā had begun to recover from the steep decline experienced in the nineteenth century, although a large number of Ngāti Hauā tribal members died in the 1918 influenza pandemic.

2.169 By the middle of the twentieth century, a number of factors, including a rising Māori population and the lack of rural employment opportunities, encouraged significant urbanisation both to Hamilton and outside the customary rohe altogether. Urbanisation served to further weaken cultural ties and practices.

2.170 In the 2006 Census, the median annual income for Waikato-Tainui, including Ngāti Hauā, was approximately 8 per cent less than the median annual income for all Māori, and nearly 18 per cent less than for the total New Zealand population. Nearly 50 per cent of Māori resident within the Matamata-Piako district had no formal qualifications, compared with 40 per cent of the total Māori population and 25 per cent of the New Zealand population as a whole.

2.171 Within the Ngāti Hauā area of interest, just over one per cent of the land remains in Māori ownership today.

2.172 Ngāti Hauā say that the actions and omissions of the Crown since 1840 have caused real and enduring harm and distress to them as a people.

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

3.1 In the Waikato-Tainui Deed of Settlement, and the Waikato-Tainui Raupatu Claims Settlement Act 1995 the Crown acknowledged the grave injustice of its actions during the Waikato war of 1863-1864 upon thirty-three groups descending from the Tainui waka, including Ngāti Hauā. In particular, the Crown acknowledged that its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi / the Treaty of Waitangi in its dealings with the Kīngitanga, which included Ngāti Hauā, in sending its forces across the Mangatāwhiri River in July 1863, and in occupying and subsequently confiscating land in the Waikato region, and that these actions resulted in Ngāti Hauā being unfairly labelled as rebels.

3.2 In the Waikato-Tainui Waikato River Deed of Settlement 2009 and the Waikato-Tainui Raupatu claims (Waikato River) Settlement Act 2010, the Crown acknowledged that -

3.2.1 in occupying and subsequently confiscating Waikato land it unjustly, and in breach of Te Tiriti o Waitangi / the Treaty of Waitangi, denied the hapū of Waikato-Tainui, including Ngāti Hauā, their rights and interests in, and mana whakahaere over, the Waikato River;

3.2.2 for Waikato-Tainui, including Ngāti Hauā, their relationship with, and respect for, the Waikato River gives rise to their responsibilities to protect the mana and mauri of the River and exercise their mana whakahaere in accordance with their long established tikanga;

3.2.3 the deterioration of the health of the Waikato River, including Ngāti Hauā, while under the authority of the Crown, has been a source of distress for the people of Waikato-Tainui; and

3.2.4 the Crown respects the deeply felt obligation of Waikato-Tainui, including Ngāti Hauā, to protect te mana o te awa.

3.3 The Crown hereby recognises those grievances and acknowledges that it has failed for many years to deal with the remaining longstanding grievances of Ngāti Hauā in an appropriate way and that recognition of those grievances is long overdue. Accordingly, it now makes the following further acknowledgements:

3.4 The Crown acknowledges -

3.4.1 that Ngāti Hauā suffered a prolonged period of disruption during the armed conflicts of the 1860s, suffering loss of life during the first Taranaki war of 1860-1861, and the Waikato war of 1863-1864;

3.4.2 that after the Crown invaded the Waikato in 1863, many Ngāti Hauā were drawn into armed conflict in defence of Kīngitanga lands through their involvement in the Kīngitanga;

3.4.3 the sense of grievance felt by Ngāti Hauā when Crown forces attacked and burned the agricultural settlement of Rangiaowhia on 21 February 1864. Women and children of Ngāti Hauā were present at Rangiaowhia when Crown forces attacked the settlement;

3.4.4 that as part of its military operations during the Waikato war, Crown forces occupied land in the Ngāti Hauā rohe including sites of significance to Ngāti Hauā;

3.4.5 that Ngāti Hauā suffered significant economic loss and social disruption when it left its homes and cultivations in the aftermath of the Crown's confiscation of Waikato land in 1864; and

3.4.6 the sense of grievance suffered and the distress caused to generations of Ngāti Hauā who felt the iwi and its leaders, including Wiremu Tamehana, were unfairly considered to be rebels during the 1860s.

3.5 The Crown has previously recognised that the Kīngitanga continued to sustain the people since the Raupatu, and its leaders have petitioned the Crown for justice and for the return of land since 1865. The Crown particularly acknowledges the despair and frustration it caused Wiremu Tamehana and Ngāti Hauā because it did not agree to Tamehana's requests to establish an inquiry into the causes of the war and to return to Ngāti Hauā all of the lands it had confiscated.

3.6 The Crown acknowledges that -

3.6.1 it did not consult Ngāti Hauā about the introduction of the native land laws;

3.6.2 the resulting individualisation of land tenure was inconsistent with Ngāti Hauā tikanga; and

3.6.3 the operation and impact of the native land laws, in particular the award of land to individual Ngāti Hauā and the enabling of individuals to deal with that land without reference to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This undermined the traditional tribal structures, mana and rangatiratanga of Ngāti Hauā, which were based on collective tribal and hapū custodianship of the land. The Crown failed to protect those collective tribal structures, which had a prejudicial effect on Ngāti Hauā and was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges that -

3.7.1 between 1866 and 1873 Ngāti Hauā were awarded interests in several land blocks in the names of only ten owners who were able to act as absolute owners, rather than for or on behalf of Ngāti Hauā;

3.7.2 by 1884 some owners of Matamata, Puketutu and Hinuera 1 sold their interests against the wishes of the other owners; and

3.7.3 by allowing these individuals to sell Ngāti Hauā land in these blocks, the native land legislation did not reflect the Crown's obligation to actively protect the interests of Ngāti Hauā in these blocks, and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that, in purchasing over 1,400 acres of Matamata North between 1918 and 1930 from individuals, it disregarded the collective decision of the Ngāti Hauā owners not to sell their land, and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, particularly its confiscation of Ngāti Hauā land after the Waikato war, the operation and impact of its native land laws, Crown and private purchasing, and takings under public works legislation has left Ngāti Hauā virtually landless. The Crown's failure to ensure Ngāti Hauā had sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that Ngāti Hauā experienced land loss as a result of takings by the Crown for public works, including lands taken for railway purposes in the nineteenth and twentieth centuries.

3.11 The Crown acknowledges that -

3.11.1 it did not consult Ngāti Hauā before surveying their land at Waharoa for a military aerodrome in 1942. The aerodrome was retained for civil purposes after the war;

3.11.2 the Ngāti Hauā owners objected to the Crown taking the aerodrome land under public works legislation in 1951 on the basis that they had a strong understanding that the land would be returned to them at the end of the war; and

3.11.3 to this day the Waharoa land has remained alienated, and this has been an ongoing source of grievance and sorrow for the original owners and their descendants and for Ngāti Hauā as a whole.

3.12 The Crown acknowledged, in the Waikato-Tainui Waikato River Deed of Settlement 2009 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, that the hapū of Waikato-Tainui, including Ngāti Hauā, were denied rights and interests in, and mana whakahaere over, the Waikato River. The Crown hereby recognises those grievances and also acknowledges -

3.12.1 that the development of hydro electric dams on the parts of the Waikato River within the rohe of Ngāti Hauā has been a source of great distress to Ngāti Hauā and has resulted in the submerging of an urupā reserve containing precious tapu rocks dating back to the battle of Taumatawiiwii.

3.13 The Crown acknowledges that, over time, Ngāti Hauā have lacked opportunities for economic, social and cultural development and, in many cases, this has had a detrimental effect on their material, cultural and spiritual well-being.

APOLOGY

3.14 The Crown makes this apology to Ngāti Hauā, to their ancestors and to their descendants:

3.14.1 the Crown is deeply sorry for its breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles which have left Ngāti Hauā virtually landless. The Crown profoundly regrets that the loss of land has undermined the social and traditional structures of Ngāti Hauā, and your ability to exercise customary rights and responsibilities over resources and sites of significance in your rohe;

3.14.2 the Crown recognises that the burden of pursuing justice for the Crown's wrongs has been the work of generations of Ngāti Hauā. Wiremu Tamehana

began Ngāti Hauā's pursuit of justice, and his petitions speak to this day of the great prejudice Ngāti Hauā suffered at the hands of the Crown. Since the days of Wiremu Tamehana and his son Tupu Taingakawa, your iwi has a long tradition of seeking a meaningful relationship with the Crown in accordance with Te Tiriti / the Treaty and its principles;

3.14.3 the Crown has for too many years failed to respond to your grievances in an appropriate and meaningful way, and profoundly apologises for its past failures to acknowledge the mana and rangatiratanga of Ngāti Hauā and its leaders; and

3.14.4 the Crown sincerely hopes this settlement will mark the beginning of a new relationship between the Crown and Ngāti Hauā founded on mutual trust, co-operation, and respect for 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 the provision of full compensation by the Crown to Ngāti Hauā is not possible; and

4.1.3 by agreeing to the settlement, Ngāti Hauā are foregoing full compensation in order to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Hauā and the Crown (in terms of te Tiriti o Waitangi / the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Hauā 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 non-raupatu historical claims are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the non-raupatu 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.

4.5 The Crown acknowledges that, except as provided by this deed or the settlement legislation, the provision of redress will not affect, -

4.5.1 any rights Ngāti Hauā may have in relation to water; and

4.5.2 in particular, any rights Ngāti Hauā may have in relation to aboriginal title or customary rights or any other legal or common law rights, including the ability to bring a contemporary claim to water rights and interests, including any rights and interests that Ngāti Hauā may have in respect of the Waikato River and tributaries.

REDRESS

4.6 The redress, to be provided in settlement of the non-raupatu historical claims -

4.6.1 is intended to benefit Ngāti Hauā collectively; but

4.6.2 may benefit particular members, or particular groups of members, of Ngāti Hauā if the trustees of the Ngāti Hauā Iwi Trust so determine in accordance with the procedures of that trust.

IMPLEMENTATION

4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill -

4.7.1 settle the non-raupatu historical claims; and

4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the non-raupatu historical claims and the settlement; and

4.7.3 provide that the legislation referred to in section 17(2) of the draft settlement bill does not apply -

(a) to a cultural redress property; or

(b) to a commercial redress property; or

(c) to a purchased deferred selection property, a purchased second right of deferred purchase property, or an early release cultural property, if settlement of the property has been effected; or

(d) to any RFR land; or

(e) for the benefit of Ngāti Hauā or a representative entity; and

4.7.4 require any resumptive memorial to be removed from a computer register for any of the following properties:

(a) a redress property, if settlement of the property has been effected:

(b) a purchased deferred selection property, a purchased second right of deferred purchase property, or an early release cultural property, if settlement of the property has been effected:

(c) any RFR land; and

4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which -

(i) the trustees of the Ngāti Hauā Iwi Trust, in their capacity as trustees, may hold or deal with property; and

(ii) the Ngāti Hauā Iwi Trust may exist; and

4.7.6 require the Secretary for Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS: GENERAL

RECOGNITION OF TUMUAKITANGA

Background

5.1 The parties acknowledge that -

5.1.1 Tumuakitanga -

(a) in Ngāti Hauā customary terms, is the exercise of control, access to, and management of resources within the area of interest, in accordance with Ngāti Hauā tikanga; and

(b) for Ngāti Hauā, has long been exercised under the mana of the Tumuaki and is complementary to the mana of the Kīngitanga; and

5.1.2 the redress provided for by clauses 5.2 to 5.7 in relation to Tumuaki/Crown meetings is intended to restore, enhance, and sustain the relationship between Ngāti Hauā, under the mana of the Tumuaki, and the Crown.

Tumuaki/Crown meetings

5.2 The parties agree that they will hold meetings in accordance with -

5.2.1 clause 5.3 (in each case a **Tumuaki/Ministers meeting**); and

5.2.2 clause 5.4 (in each case a **trustees/officials meeting**).

Tumuaki/Ministers meetings

5.3 A Tumuaki/Ministers meeting is to -

5.3.1 discuss matters of strategic importance to Ngāti Hauā within the scope of the portfolios of attending Ministers. Parties will agree the agenda prior to the meetings; and

5.3.2 be held at the same date, and at the same venue, as a meeting is held in accordance with clause 4 of the Kīngitanga Accord (a **Kīngitanga meeting**); and

5.3.3 be attended by the following:

(a) the Tumuaki:

(b) the chairperson of the trustees:

(c) the Prime Minister:

(d) the Minister for Treaty of Waitangi Negotiations:

(e) the Minister for the Environment:

(f) the Minister of Māori Affairs:

(g) any other Minister who attends the Kīngitanga meeting.

Trustees/officials meetings

5.4 A trustees/officials meeting -

5.4.1 is to discuss relevant priorities and actions of both parties; and

5.4.2 is to be held at the same date and venue as a Tumuaki/Ministers meeting; and

5.4.3 is to be attended by the following:

(a) the trustees:

(b) officials from the departments of Ministers attending the Tumauki/Ministerial meeting; and

5.4.4 may be attended by the Tumuaki, if the Tumuaki so chooses.

General provisions in relation to Tumuaki/Crown meetings

5.5 The Tumuaki, the chairperson of the trustees, each of the other trustees, and a Minister, may appoint in writing a representative to attend a Tumuaki/Crown meeting in his or her place but, in the case of a Minister, the representative must be -

5.5.1 another Minister; or

5.5.2 the chief executive of the department for which the Minister is responsible.

5.6 The Crown, through Te Puni Kōkiri, must provide a secretariat for a Tumuaki/Crown meeting, among other matters, to -

5.6.1 document the agenda for, and give notice of, the meeting; and

5.6.2 provide reports to the meeting; and

5.6.3 record the minutes of the meeting; and

5.6.4 carry out such other services as may be agreed by the meeting.

5.7 The parties acknowledge -

5.7.1 each party must meet its costs and expenses relating to a Tumuaki/Crown meeting; and

5.7.2 the Tumuaki/Crown meetings will be subject to the same terms as the Kīngitanga Accord.

Tumuakitanga endowment fund

5.8 The parties acknowledge that $3,000,000 of the financial and commercial redress amount is to be used to help sustain the role of Tumuaki (as provided by clause 7.3.1).

Letters of introduction

5.9 The Minister for Treaty of Waitangi Negotiations will, by or on the settlement date, write a letter to each of the Crown agencies, local authorities, entities and museums set out in part 1 of the documents schedule, introducing Ngāti Hauā, the Tumuaki, and the trustees.

5.10 The purpose of the letter of introduction referred to in clause 5.9 is to -

5.10.1 raise the profile of Ngāti Hauā, and the Tumuaki, with the Crown agencies, local authorities, entities, and museums receiving it; and

5.10.2 provide a platform for better engagement between Ngāti Hauā and the Crown agencies, local authorities, entities, and museums in the future.

RECOGNITION OF TE KAUWHANGANUI O MĀHUTA

5.11 The Crown acknowledges and recognises the importance of Te Kauwhanganui o Māhuta as a key part of the historical claims.

Restoration fund

5.12 The parties acknowledge that $1,000,000 of the financial and commercial redress amount is to be used to help restore Te Kauwhanganui o Māhuta (as provided by clause 7.3.2).

Relationship agreement in relation to Te Kauwhanganui o Māhuta

5.13 Ngāti Hauā, the Department of Internal Affairs (Archives and National Library Functions) and the Museum of New Zealand Te Papa Tongarewa Board have entered into a relationship agreement in relation to Te Kauwhanganui o Māhuta, in the form set out in part 3 of the attachments, with respect to the restoration and protection of Te Kauwhanganui o Māhuta and the care, management, use, development and revitalisation of Ngāti Hauā taonga.

Taonga tūturu protocol

5.14 The Minister for Arts, Culture and Heritage must, by or on the settlement date, sign the taonga tūturu protocol in the form set out in part 2 of the documents schedule and issue that protocol to the trustees.

5.15 The taonga tūturu protocol will -

5.15.1 set out how the Crown will interact with Ngāti Hauā with regard to the matters set out in it; and

5.15.2 be issued under, and subject to, the terms provided by sections 21 to 25 of the draft settlement bill.

CULTURAL REDRESS PROPERTIES

Kaitiaki-a-Rohe

5.16 The Crown acknowledges the intention of Ngāti Hauā that following settlement the trustees will transfer the statutory acknowledgements to the relevant Kaitiaki-a-Rohe.

The trustees will notify the Crown and relevant parties of the Kaitiaki-a-Rohe that will receive and benefit from the relevant statutory acknowledgement or acknowledgements.

Sites of significance to be vested

5.17 The settlement legislation will -

5.17.1 vest in the trustees on the settlement date each of the following sites:

As a scenic reserve subject to an easement

Maungakawa

(a) the fee simple estate in Maungakawa, being part of Te Tapui Scenic Reserve, as a scenic reserve, with the trustees as the administering body, subject to the trustees providing a registrable easement in relation to that site in the form in part 3 of the documents schedule;

As scenic reserves

Gordon Gow Scenic Reserve

(b) the fee simple estate in Gordon Gow Scenic Reserve, as a scenic reserve, with the trustees as the administering body;

Pukemako site A

(c) the fee simple estate in Pukemako site A, being the Maungakawa Scenic Reserve, as a scenic reserve, with a joint board appointed by the trustees and the Waipa District Council (**joint board**) as the administering body;

As a historic reserve

Pukemako site B

(d) the fee simple estate in Pukemako site B, being the Gudex Memorial Park Historic Reserve, as a historic reserve, with the joint board as the administering body.

Vesting and alternative description of Pukemako site A in specified circumstances

5.18 The settlement legislation will provide -

5.18.1 **exchange agreement** means the agreement for an exchange of land relating to parts of Pukemako site A between Cornelius Willem Keiser, Eleanor Beatrice Thomass and Her Majesty the Queen, dated 10 September 2012; and

5.18.2 if the exchange of land under the exchange agreement is completed, -

(a) before the settlement date, the matters specified in clause 5.17.1(c) proceed under that clause in relation to Pukemako site A described in Part 1 of Schedule 3 of the draft settlement bill; or

(b) on or after the settlement date, -

(i) the matters specified in clause 5.17.1(c) proceed under that clause in relation to Pukemako site A described in Part 1 of Schedule 3 of the draft settlement bill, on the day the exchange of land is completed; and

(ii) the site is vested subject to, and has the benefit of, any interests affecting the land that exist on the day that the vesting occurs; or

5.18.3 if the exchange agreement is rescinded, -

(a) the description of Pukemako site A in Part 2 of Schedule 3 of the draft settlement bill applies; and

(b) the matters specified in clause 5.17.1(c) proceed under that clause on the settlement date or on the date the exchange agreement is rescinded, whichever occurs later; and

(c) the site is vested subject to, and has the benefit of, any interests affecting the land that exist on the day that the vesting occurs.

Joint board for Pukemako site A and Pukemako site B

5.19 The parties and the Waipa District Council have agreed that Pukemako site A and Pukemako site B will be administered by a joint board, unless the trustees give notice that they wish to assume the role of sole administering body for either or both of those reserves.

5.20 The joint board, which is to be established by settlement date, will be comprised of four members, with two members appointed by each of the trustees and the Waipa District Council.

5.21 The settlement legislation will -

5.21.1 include the provisions as set out in sections 62 to 68 of the draft settlement bill in relation to the joint board that is the administering body of Pukemako site A and Pukemako site B; and

5.21.2 in particular, include the provisions set out in section 68 of the draft settlement bill enabling the trustees to become the administering body for Pukemako site A and/or Pukemako site B in place of the joint board.

5.22 The parties acknowledge that the trustees and the Waipa District Council have agreed that it is intended that the joint board will enter into a memorandum of understanding with the Waipa District Council -

5.22.1 regarding the day-to-day management of Pukemako site A and Pukemako site B; and

5.22.2 including, in particular, the provision by the Waipa District Council of administrative and advisory services to the joint board.

5.23 Each vested cultural redress property is to be -

5.23.1 as described in Schedule 3 of the draft settlement bill; and

5.23.2 vested on the terms provided by -

(a) sections 56 to 82 of the draft settlement bill; and

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

(c) subject to any encumbrances, or other documentation, in relation to that property - required by clause 5.17 to be provided by the trustees; or

(d) required by the settlement legislation; or

(e) in particular, referred to by Schedule 3 of the draft settlement bill; or

(f) in the case of Pukemako site A, provided for by clauses 5.18.2(b)(ii) or 5.18.3(c).

Gordon Gow Scenic Reserve statement by Ngāti Hauā

5.24 Ngāti Hauā wish to record their intention that, after the settlement date, the trustees -

5.24.1 will transfer the fee simple estate in the Gordon Gow Scenic Reserve to an entity for the benefit of Ngāti Te Oro and Ngāti Rangi Tawhaki; and

5.24.2 will apply to the Minister of Conservation for consent to the transfer in accordance with section 78 of the draft settlement bill.

5.25 Ngāti Hauā acknowledges the vesting of the Gordon Gow Scenic Reserve referred to in clause 5.17.1(b) is in recognition of Ngāti Te Oro and Ngāti Te Rangi Tawhaki being kaitiaki of the rohe within which the reserve is located.

Early release cultural properties

5.26 As soon as reasonably practicable after the date of this deed, the Crown and the trustees will enter into agreements in relation to each of the following early release cultural properties for the transfer by the Crown to the trustees, as soon as reasonably practicable, and in any event no more than 30 business days, after entry into the agreement, of the early release cultural property, as described in part 3 of the property redress schedule -

5.26.1 1199 Maungakawa Road, Te Miro:

5.26.2 53 Firth Street, Matamata:

5.26.3 Former Mangateparu School, Morrinsville Tahuna Road, Mangateparu:

5.26.4 72 Firth Street, Matamata.

5.27 An early release cultural property is to be transferred by the Crown to the trustees -

5.27.1 as part of the redress to settle the non-raupatu historical claims; and

5.27.2 without any other consideration to be paid or provided by the trustees or any other person.

CULTURAL REDRESS PAYMENT

5.28 The Crown will pay $178,000 to the trustees on the settlement date to enable the purchase by the trustees of additional properties.

VESTING AND GIFT BACK OF TE TAPUI SCENIC RESERVE

5.29 The fee simple estate of that part of Te Tapui Scenic Reserve, as shown on deed plan OTS-190-26, is to be vested in the trustees, and gifted back by the trustees to the Crown and the people of New Zealand, on the terms provided by sections 83 and 84 of the draft settlement bill.

WAHAROA AERODROME

5.30 In this deed -

5.30.1 **Council's Waharoa Aerodrome land** means the land shown on deed plan OTS-190-25 in part 4A of the attachments; and

5.30.2 **Waharoa Aerodrome land** means the land shown on deed plan OTS-190-24 in part 4 of the attachments; and

5.30.3 **Waharoa Aerodrome trust deed** means a trust deed dated 6 July 1965 between her Majesty the Queen, acting by and through the Minister of Civil Aviation, and the Chairman, Councillors and Inhabitants of the County of Piako in relation to the Waharoa Aerodrome land, the management, administration, and control of Waharoa Aerodrome, and various other matters in relation to Waharoa Aerodrome (as that deed may be amended from time to time).

Vesting of Waharoa Aerodrome land

5.31 The Crown acknowledges that the Waharoa Aerodrome land is of cultural importance to Ngāti Hauā.

5.32 The parties, however, acknowledge that -

5.32.1 under the Waharoa Aerodrome trust deed -

(a) the Waharoa Aerodrome land -

(i) is vested in the Matamata Piako District Council for such time as the land is required for aerodrome and ancillary aviation purposes; and

(ii) reverts to the Crown only if no longer required for those purposes; and

(b) the management, administration, and control of Waharoa Aerodrome is the responsibility of Matamata Piako District Council; and

5.32.2 the Waharoa Aerodrome land is currently required as a local purpose reserve for aerodrome purposes under the Reserves Act 1977; and

5.32.3 the Matamata-Piako District Council is the administering body of the Waharoa Aerodrome land under the Reserves Act 1977; and

5.32.4 the management plan under the Reserves Act 1977 that applies to the Waharoa Aerodrome land on the settlement date will continue to apply until such time as the administering body decides to, or is required to, review, amend or replace that management plan in accordance with section 41 of the Reserves Act 1977.

5.33 The parties agree that the settlement legislation will vest in the trustees the fee simple estate in the Waharoa Aerodrome land, or any part of it, on the terms provided by sections 92 to 99 of the draft settlement bill, if the Minister of Conservation or the administering body of the land, -

5.33.1 considers that all, or that part, of the Waharoa Aerodrome land is not required for aerodrome and ancillary aviation purposes, as provided under section 1(i) of the Waharoa Aerodrome trust deed; and

5.33.2 exercises his or her, or its, powers under section 24 of the Reserves Act 1977 to revoke the reservation of the Waharoa Aerodrome land, or that part of it, as a reserve.

Waharoa (Matamata) Aerodrome Committee

5.34 The Matamata-Piako District Council (the **Council**) and Ngāti Hauā have agreed that -

5.34.1 a committee (the **committee**) is to be established for the Waharoa Aerodrome land and the Council's Waharoa Aerodrome land; and

5.34.2 the committee is to -

(a) consist of three representatives of the Council (being the Mayor, the Deputy Mayor, and an appointee) and three appointees by the trustees (who must have regard to the views of the Raungaiti Marae trustees in appointing the appointees); and

(b) make recommendations to the Council in relation to the administration of the Waharoa Aerodrome land and the Council's Waharoa Aerodrome land; and

(c) make final decisions on access and parking arrangements for the Waharoa Aerodrome land and the Council's Waharoa Aerodrome land that affect Raungaiti Marae; and

(d) perform any other functions that the Council may delegate to the committee; and

(e) be a permanent committee and may not be discharged without the consent of the trustees and the Council.

5.35 In addition, the Matamata-Piako District Council and Ngāti Hauā have agreed that -

5.35.1 the process for a review of the access and parking arrangements for the Waharoa Aerodrome land and the Council's Waharoa Aerodrome land that affect Raungaiti Marae (the **access and parking arrangements**) may be dealt with as a review of the management plan under the Reserves Act 1977 in relation to the Waharoa Aerodrome land; and

5.35.2 the funding implications for any development of the access and parking arrangements shall be a separate discussion between the Council and Ngāti Hauā.

5.36 The settlement legislation will include the provisions as set out in sections 85 to 91 of the draft settlement bill in relation to the committee (as defined in clause 5.34.1).

CONSERVATION RELATIONSHIP AGREEMENT

5.37 The trustees and the Crown must, by or on the settlement date, sign the Conservation relationship agreement in the form set out in part 4 of the documents schedule.

5.38 The Conservation relationship agreement provides -

5.38.1 how the trustees and the Department of Conservation will co-operate to fulfill the agreed strategic objectives; and

5.38.2 a framework to foster the development of a positive, collaborative and enduring relationship between Ngāti Hauā and the Department of Conservation; and

5.38.3 in particular for -

(a) an integrated approach to the management of Maungakawa; and

(b) provision for the trustees to issue permits to members of Ngāti Hauā to gather flora on public conservation land within the area of interest and the possession of dead protected fauna by members of Ngāti Hauā in accordance with a cultural materials plan to be agreed by the trustees and the Department of Conservation; and

(c) input by the trustees into the management by the Department of Conservation of wāhi tāpu on public conservation land within the area of interest, including the Wairere Falls and that part of the Kaimai Range within the area of interest.

OVERLAY CLASSIFICATION

5.39 The settlement legislation will, on the terms provided by sections 41 to 55 of the draft settlement bill, -

5.39.1 declare Te Miro Scenic Reserve (as shown on deed plan OTS-190-01) is subject to an overlay classification; and

5.39.2 provide the Crown's acknowledgement of the statement of Ngāti Hauā values for the site; and

5.39.3 require the New Zealand Conservation Authority, or a relevant conservation board, -

(a) when considering a conservation document in relation to the site to have particular regard to the statement of Ngāti Hauā values, and the protection principles, for the site; and

(b) before approving a conservation document in relation to the site to -

(i) consult with the trustees; and

(ii) have particular regard to their views as to the effect of the document on the statement of Ngāti Hauā values, and the protection principles, for the site; and

5.39.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.39.5 enable the making of regulations and bylaws in relation to the site.

5.40 The statement of Ngāti Hauā values, the protection principles, and the Director-General of Conservation's actions are in part 5 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.41 The settlement legislation will, on the terms provided by sections 27 to 35 and sections 37 to 40 of the draft settlement bill, -

5.41.1 provide the Crown's acknowledgement of the statements by Ngāti Hauā of their particular cultural, spiritual, historical and traditional association with the following areas:

(a) Waiorongomai (being Part of Kaimai Mamaku Conservation Park) (as shown on deed plan OTS-190-02):

(b) Ngatamahinerua (being Part of Kaimai Mamaku Conservation Park and part of Maurihoro Scenic Reserve) (as shown on deed plan OTS-190-03); and

(c) Te Wairere (being Wairere Falls Scenic Reserve, Part of Gordon Park Scenic Reserve and Part of Kaimai Mamaku Conservation Park) (as shown on deed plan OTS-190-04); and

(d) Te Weraiti (being Part of Kaimai Mamaku Conservation Park) (as shown on deed plan OTS-190-05); and

(e) Whewells Bush Scientific Reserve (as shown on deed plan OTS-190-06); and

(f) Te Oko Horoi (as shown on deed plan OTS-190-07); and

(g) Waikato River and tributaries within the Ngāti Hauā Area of Interest (as shown on deed plan OTS-190-08); and

5.41.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement from the effective date; and

5.41.3 require relevant consent authorities, for 20 years from the effective date, to forward to the trustees -

(a) summaries of resource consent applications 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

5.41.4 enable the trustees, and any member of Ngāti Hauā, to cite the statutory acknowledgement as evidence of the association of Ngāti Hauā with an area.

5.42 The statements of association are in part 6 of the documents schedule.

DEEDS OF RECOGNITION

5.43 The Crown must, by or on the settlement date, provide the trustees with a copy of each of the following:

5.43.1 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation in relation to the Waikato River and tributaries within the Ngāti Hauā Area of Interest (as shown on deed plan OTS-190-08); and

5.43.2 a deed of recognition signed by the Commissioner of Crown Lands, in relation to the Waikato River and tributaries within the Ngāti Hauā Area of Interest (as shown on deed plan OTS-190-08).

5.44 The area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.45 A deed of recognition will provided that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within the area that the deed relates to, -

5.45.1 consult the trustees; and

5.45.2 have regard to the views of the trustees concerning the association of Ngāti Hauā with the area as described in the statement of association.

5.46 Each deed of recognition will be -

5.46.1 in the form in part 7 of the documents schedule; and

5.46.2 issued under, and subject to, the terms provided by sections 36 to 39 of the draft settlement bill.

MAUNGATAUTARI

5.47 The parties acknowledge that -

5.47.1 Ngāti Koroki Kahukura and the Crown signed, on 20 December 2012, a deed of settlement (**NKK deed of settlement**); and

5.47.2 the NKK deed of settlement provides, among other matters, that -

(a) on and from the settlement date under that deed, the fee simple estate in Maungatautari Mountain Scenic Reserve is to be held by Te hapori o Maungatautari, being the the Maungatautari community comprising iwi with customary interests in, and members of the wider community connected with, Maungatautari (clause 7.75); and

(b) persons carrying out certain functions, or exercising certain powers, in relation to the Maungatauri Mountain Scenic Reserve must consider and give significant weight to -

(i) the interests referred to in clause 7.70 of that deed;

(ii) the statement of significance in clause 7.66 of that deed; and

(iii) the Crown acknowledgement in clause 5.1 of that deed; and

(iv) other statements related to the significance of Maungatautari contained in deeds of settlement entered into by the Crown and Ngāti Hauā, Raukawa, and Waikato-Tainui or in settlement legislation giving effect to those deeds (clause 7.71).

5.48 The parties agree that -

5.48.1 the authorised representative of Ngāti Hauā for the purposes of clause 7.101 of the NKK deed of settlement will be the chairperson from time to time of the trustees; and

5.48.2 the statement in part 8 of the documents schedule is the statement of the significance of Maungatautari to Ngāti Hauā for the purposes of clause 7.71.1(c) of the NKK deed of settlement.

5.49 Despite any other provision of this deed, clause 5.48 comes into effect on the later of the following dates:

5.49.1 the settlement date:

5.49.2 the settlement date under the NKK deed of settlement.

CULTURAL REDRESS NON-EXCLUSIVE

5.50 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.

6 CULTURAL REDRESS: TUPUNA AWA

WAIKATO RIVER

Background

6.1 The provisions of this part 6 -

6.1.1 recognise the interests of Ngāti Hauā in the Waikato River and tributaries within the Ngāti Hauā Area of Interest as shown on OTS deed plan OTS-190-08; and

6.1.2 provide mechanisms for the interests of Ngāti Hauā in the Waikato River and the Te Taurapa o Te Ihingarangi ki Te Puaha o Waitete sub-catchment (the **sub-catchment**) to be recognised.

6.2 In this part 6 references to the "sub-catchment" include the Waikato River to the extent it is within the sub-catchment and activities within the sub-catchment affecting the Waikato River.

6.3 To avoid doubt, the parties record that -

6.3.1 nothing in the Upper Waikato River deeds and legislation -

(a) displaces or otherwise derogates from -

(i) the tikanga of Ngāti Hauā; or

(ii) the interests of Ngāti Hauā as described in the statement of significance referred to in clause 6.4; or

(iii) any agreements or arrangements between Ngāti Hauā and the Crown, local authorities, statutory authorities or any other person; or

(b) precludes or otherwise limits the ability of Ngāti Hauā to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person; and

6.3.2 nothing in this part displaces or otherwise derogates from any agreements, co-management deeds or arrangements between the iwi who are parties to the Waikato River deeds and the Crown, local authorities, statutory authorities or any other person; and

6.3.3 nothing in this part precludes the iwi who are parties to the Waikato River deeds from entering into any agreements, co-management deeds or arrangements with the Crown, local authorities, statutory authorities or any other person; and

6.3.4 unless expressed otherwise, nothing in this part limits any agreements, co-management deeds or arrangements entered into by the iwi who are parties to the Waikato River deeds with the Crown, local authorities, statutory authorities or any other person; and

6.3.5 nothing in this part nor in the application to the sub-catchment of instruments under legislation giving effect to the co-management deeds, displaces or otherwise derogates from the tikanga, interests or statements of significance of any iwi with interests in the Waikato River and for whom the Waikato River is significant.

Crown recognition of statement of significance of the Waikato River to Ngāti Hauā

6.4 The Crown acknowledges that Ngāti Hauā is a river iwi and recognises the statement of significance of the Waikato River to Ngāti Hauā as set out in part 9 of the documents schedule.

Ngāti Hauā objectives for the Waikato River

Ngāti Hauā objectives

6.5 The trustees may issue Ngāti Hauā objectives for the Waikato River.

6.6 The objectives must be consistent with the overarching purpose of the Waikato-Tainui deed of settlement in relation to the Waikato River which is to restore and protect the health and wellbeing of the Waikato River for future generations.

6.7 The trustees must -

6.7.1 make the Ngāti Hauā objectives for the Waikato River available to the public for inspection at the offices of the trustees; and

6.7.2 give a copy of those objectives to each of the following:

(a) the relevant local authorities:

(b) the Minister for the Environment:

(c) the Waikato River Authority.

6.8 The Ngāti Hauā objectives become effective when the objectives are made available for inspection under clause 6.7.1 and given under clause 6.7.2.

Amendments

6.9 The trustees may amend the Ngāti Hauā objectives at any time provided that the amendments proposed are consistent with the overarching purpose of the Waikato-Tainui deed of settlement in relation to the Waikato River which is to restore and protect the health and wellbeing of the Waikato River for future generations.

6.10 The trustees must -

6.10.1 make the amended Ngāti Hauā objectives for the Waikato River available to the public for inspection at the offices of the trustees as soon as reasonably practicable; and

6.10.2 give a copy of the amended objectives to each of the following:

(a) the relevant local authorities:

(b) the Minister for the Environment:

(c) the Waikato River Authority.

Effectiveness

6.11 The amended Ngāti Hauā objectives become effective when the amended objectives are made available under clause 6.10.1 and given under clause 6.10.2.

6.12 On becoming effective, the Ngāti Hauā objectives, and any amended objectives, are to be considered iwi objectives for the purposes of section 20(2)(a)(iv) of the Waikato River Act and section 21(2)(a)(ii) of the Upper Waikato River Act.

Vision and strategy for Waikato River

6.13 Ngāti Hauā endorses the vision and strategy for the Waikato River set out in Schedule 2 of the Waikato River Act.

6.14 Ngāti Hauā and the Crown acknowledge that the vision and strategy is -

6.14.1 Te Ture Whaimana o Te Awa o Waikato; and

6.14.2 the primary direction-setting document for the Waikato River and activities within its catchment affecting the Waikato River; and

6.14.3 given statutory recognition under the Waikato River Act and the Upper Waikato River Act, which also provide for reviews of the vision and strategy.

Sub-catchment

Joint management agreements

6.15 From the settlement date, the joint management agreement between the Waikato Raupatu River Trust and the Waikato Regional Council applies also to the sub-catchment.

6.16 For the purposes of this part -

6.16.1 if, and from the date, the South Waikato District Council and the Waikato Raupatu River Trust agree to enter into a joint management agreement **(**the **preliminary agreement date)** in respect of the Karapiro to Lake Arapuni sub-catchment under the clause 6.17 of the Ngāti Koroki Kahukura deed of settlement, such joint management agreement will also apply to the sub-catchment; and

6.16.2 sections 42 to 55 of the Waikato River Act will apply to the joint management agreement referred to in clause 6.16.1 as if those sections were written to apply also to the sub-catchment; and

6.16.3 the provisions of the Waikato River Act referred to in clause 6.16.2 will apply with any necessary modifications, including -

(a) references to the Waikato River and activities within its catchment affecting the Waikato River mean the sub-catchment; and

(b) references to a local authority mean the South Waikato District Council; and

(c) references to the settlement date mean the preliminary agreement date under clause 6.16.1.

6.17 If a joint management agreement applies to the sub-catchment in accordance with clause 6.16, the Waikato Raupatu River Trust shall represent Ngāti Hauā (for the purposes of that agreement) without conferring or implying additional representation for Ngāti Hauā.

6.18 Upon the joint management agreement between the Waikato Raupatu River Trust and the Waipa District Council (as defined in section 6(3) of the Waikato River Act) applying to the Karapiro to Lake Arapuni sub-catchment in accordance with clause 6.14 of the Ngāti Koroki Kahukura deed of settlement, the Waikato Raupatu River Trust shall represent Ngāti Hauā for the purposes of that agreement and nothing in this Part shall confer or imply additional representation for Ngāti Hauā.

Accords

6.19 Accords entered into with Waikato-Tainui will apply also to the sub-catchment.

6.20 For the purposes of clause 6.19, "**accords**" means accords referred to in clause 9.3 of the Waikato-Tainui Deed of Settlement, and accords entered into pursuant to clauses 9.4 or 9.5 of the Waikato-Tainui deed of settlement.

Environmental plan

6.21 The Waikato-Tainui environmental plan prepared under section 39(1) of the Waikato River Act will apply also to the sub-catchment.

6.22 Section 40(4) of the Waikato River Act applies to a person carrying out functions, or exercising powers, under the conservation legislation (as defined in the Waikato River Act) in relation to the sub-catchment.

Conservation regulations

Extension to sub-catchment

6.23 Regulations made under section 93(1) of the Waikato River Act may also apply to the sub-catchment.

6.24 Regulations made under section 93(1) of the Waikato River Actor section 58(1) of the Upper Waikato River Act, to the extent that they apply to the sub-catchment, must be consistent with the overarching purposes of the Waikato River Act and the Upper Waikato River Act.

6.25 For the purposes of clause 6.23 and 6.24 -

6.25.1 there may be only be one set of regulations for the management of aquatic life, habitats, and natural resources managed under conservation legislation applying to all or any part of the sub-catchment; and

6.25.2 the single set of regulations applying to all or any part of the sub-catchment must be made under both section 93(1) of the Waikato River Act and section 58(1) of the Upper Waikato River Act.

6.26 Clauses 6.23 to 6.25 do not affect the ability for regulations to be made for the Waikato River outside of the sub-catchment under section 93(1) of the Waikato River Act or section 58(1) of the Upper Waikato River Act.

Fisheries regulations (customary fishing)

Extension to sub-catchment

6.27 A regulation that is made in accordance with section 93(3) of the Waikato River Act to manage customary fishing on the Waikato River shall be made with application to the sub-catchment, and shall be expressed to apply to the sub-catchment.

Fisheries regulations (enabling bylaws to be made)

Extension to sub-catchment

6.28 A regulation that is made in accordance with section 93(4) of the Waikato River Act providing for Waikato-Tainui to recommend the making of bylaws restricting or prohibiting fishing on the Waikato River shall, in addition, provide for Waikato-Tainui to recommend the making of such bylaws in respect of the sub-catchment.

Co-ordinated process for developing bylaws

6.29 Clauses 6.30 to 6.32 apply where -

6.29.1 regulations have been made in accordance with section 93(4) of the Waikato River Act and section 58(3) of the Upper Waikato River Act; and

6.29.2 under those regulations, as extended by clause 6.28, the Waikato Raupatu River Trust and the trustees of each Trust referred to in section 6(1) of the Upper Waikato River Act (the **contributing parties**) may recommend the making of bylaws in respect of the sub-catchment.

6.30 In exercising their powers to recommend a bylaw in respect of the sub-catchment, the contributing parties -

6.30.1 must, after co-operation between them, recommend a joint bylaw in written form; and

6.30.2 must only recommend a bylaw that is consistent with the overarching purpose of each of the Waikato River Act and the Upper Waikato River Act.

6.31 The Minister for Primary Industries must make any bylaw recommended under clause 6.30, unless the Minister is satisfied that the proposed bylaw would have an undue effect on fishing.

6.32 A bylaw that is made on the recommendation of the contributing parties in accordance with clause 6.30 -

6.32.1 is taken to be made pursuant to regulations made in accordance with section 93(4) of the Waikato River Act and section 58(3) of the Upper Waikato River Act; and

6.32.2 takes effect in the sub-catchment on a date notitied in the *Gazette* by the Minister for Primary Industries.

Integrated river management plan and Upper Waikato integrated management plan

Extension of fisheries and conservation components of Waikato River integrated river management plan to sub-catchment

6.33 The conservation component and fisheries component of the integrated river management plan (referred to in sections 35(3)(a) and 35(3)(b) respectively of the Waikato River Act) may contain provisions applying to the sub-catchment.

Extension of other components of the integrated management plan to sub-catchment on agreement

6.34 The Waikato Raupatu River Trust and the Waikato Regional Council may agree that provisions of the regional council component of the integrated management plan (referred to in section 35(3)(c) of the Waikato River Act) shall apply to the sub-catchment, and those provisions shall apply according to the terms of the agreement.

6.35 The Waikato Raupatu River Trust and an agency that has agreed a component of the Waikato River integrated management plan (referred to in section 35(3)(d) of the Waikato River Act), may agree that provisions of the component shall apply to the sub-catchment, and those provisions shall apply according to the terms of the agreement.

Co-ordinated process for extension of components of integrated management plans to sub-catchment

6.36 Provisions of the components that under clauses 6.33 to 6.35 apply to the sub-catchment must be prepared in accordance with Schedule 7 of the Waikato River Act, including the modifications set out in clauses 6.37 to 6.41.

6.37 Clauses 6.38 to 6.41 apply to the preparation of -

6.37.1 provisions of components of the integrated management plan to the extent that those provisions apply to the sub-catchment (under clauses 6.33 to 6.35); and

6.37.2 provisions of components of the Upper Waikato River integrated management plan to the extent that those provisions apply to the sub-catchment in accordance with Part 2 of the Upper Waikato River Act.

6.38 The process in Schedule 7 of the Waikato River Act and Schedule 5 of the Upper Waikato River Act must be carried out simultaneously as a single co-operative process involving the following parties (the **contributing parties**):

6.38.1 the Waikato Raupatu River Trust; and

6.38.2 the trustees of each trust referred to in section 6(1) of the Upper Waikato River Act relevant to the particular component; and

6.38.3 the department, local authority or agency relevant to the particular component.

6.39 To the extent provisions of components of the integrated river management plans apply to the sub-catchment, references to "the integrated river management plan" and "the plan" in Schedule 7 of the Waikato River Act are to be read as references to provisions

referred to in clause 6.36 and references to "the draft plan" are to be read as references to draft provisions.

6.40 In preparing provisions referred to in clause 6.37, the contributing parties, after co-operation between them, must agree joint provisions that are consistent with -

6.40.1 the overarching purpose and provisions of the Waikato River Act relating to the Waikato River integrated management plan; and

6.40.2 the overarching purpose and provisions of the Upper Waikato River Act relating to the Upper Waikato River integrated management plan.

6.41 Once the joint provisions are agreed in accordance with clause 6.36 and clause 6.40, those provisions must be taken -

6.41.1 to be part of the relevant component of the Waikato River integrated management plan, and to apply to the sub-catchment in accordance with the provisions of the Waikato River Act; and

6.41.2 to be part of the relevant component of the Upper Waikato River integrated management plan, and apply to the Waikato River to the extent it is within the sub-catchment, in accordance with the provisions of the Upper Waikato River Act.

6.42 Clauses 6.36 to 6.41 do not affect the preparation and approval of -

6.42.1 components of the Waikato River integrated river management plan applying to the Waikato River in accordance with the Waikato River Act; or

6.42.2 components of the Upper Waikato River integrated management plan applying to the Upper Waikato River outside the sub-catchment in accordance with the Upper Waikato River Act.

Settlement legislation

6.43 The settlement legislation must provide for the matters set out in clauses 6.21 to 6.42.

WAIHOU RIVER AND PIAKO RIVER

6.44 The Crown acknowledges that -

6.44.1 Ngāti Hauā have interests in those parts of the Waihou River and Piako River within the area of interest that are of significant cultural, historical, and spiritual importance to Ngāti Hauā (**Ngāti Hauā interests**); however

6.44.2 the Crown is developing co-governance arrangements in respect of the Waihou River and Piako River as part of its Treaty settlement process with the Hauraki Collective (**co-governance arrangements**); and

6.44.3 the Crown has a policy of developing single mechanisms for redress over natural resources, such as rivers, that are designed to accommodate all iwi with interests in the resources; and

6.44.4 the Crown will, therefore, work with Ngāti Hauā to ensure that any co-governance arrangements that are developed include appropriate arrangements in relation to Ngāti Hauā interests.

7 FINANCIAL AND COMMERCIAL REDRESS

PROVISION OF FINANCIAL AND COMMERCIAL REDRESS

7.1 The Crown is to provide the financial and commercial redress amount of $13,000,000 by -

On-account payment

7.1.1 paying the on-account payment of $6,500,000 to the trustees under clause 7.4; and

Transfer of commercial redress properties

7.1.2 transferring to the trustees on the settlement date the commercial redress properties referred to in clause 7.6, with total transfer values of $3,390,000; and

Payment of balance

7.1.3 paying to the trustees on the settlement date the balance of $3,110,000 remaining after deducting from the financial and commercial redress amount the total transfer values of the properties to be transferred to the trustees under clause 7.1.2.

7.2 The amount -

7.2.1 in clause 7.1.2 of the total transfer values of the commercial redress properties referred to in clause 7.6, and therefore the balance payable under clause 7.1.3, are subject to change under clauses 7.11.4 and 7.11.5, if clause 7.11 applies; and

7.2.2 payable under clause 7.1.3 is subject to change under clause 7.15.2(c) if a commercial redress property is considered by the Crown to be surplus to the landholding agency's requirements and clause 7.15 applies.

7.3 In relation to the financial and commercial redress -

7.3.1 $3,000,000 is for the purpose of sustaining the role of the Tumuaki; and

7.3.2 $1,000,000 is for the purpose of helping restore Te Kauwhanganui o Māhuta.

ON-ACCOUNT PAYMENT

7.4 Within five business days of this deed, the Crown will pay to the trustees -

7.4.1 $6,500,000 on account of the financial and commercial redress amount; and

7.4.2 the interest payable under paragraph 2.1 of the general matters schedule in relation to the financial and commercial redress amount.

TAWHARA KAI ATUA

7.5 The Crown acknowledges -

7.5.1 the Ngāti Hauā tikanga of Tawhara Kai Atua; and

7.5.2 Tawhara Kai Atua is a "first fruits policy" -

(a) under which the first fruit of this settlement will be to honour the Kīngitanga; and

(b) therefore, a payment will be made to the Kīngitanga before Ngāti Hauā otherwise uses any money paid under this settlement.

COMMERCIAL REDRESS PROPERTIES

7.6 The commercial redress properties are -

7.6.1 Firth Primary School and Matamata Intermediate School shared site; and

7.6.2 Morrinsville College site; and

7.6.3 Morrinsville Court House site.

7.7 Each commercial redress property is to be -

7.7.1 transferred by the Crown to the trustees on the settlement date -

(a) as part of the redress to settle the non-raupatu historical claims; and

(b) without any other consideration to be paid or provided by the trustees or any other person; and

(c) on the terms of transfer provided in part 10 of the property redress schedule; and

7.7.2 as described, and is to have the transfer value provided, in subpart A of part 4 of the property redress schedule.

7.8 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

7.9 Each of the commercial redress properties is to be leased back to the Crown, immediately after its transfer to the trustees, on the terms and conditions provided by the lease for that property in part 10 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

MORRINSVILLE COLLEGE SITE

7.10 Clause 7.11 applies in respect of a School House site if, within four months after the date of this deed, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the School House site.

7.11 If this clause applies to a School House site, -

7.11.1 the Crown must, within 10 business days of this clause applying, give notice to the trustees that the beneficial interest in the School House site has been relinquished by the board of trustees; and

7.11.2 the commercial redress property that is the related school will include the School House site; and

7.11.3 all references in this deed to the commercial redress property that is the related school are to be read as if that commercial redress property were the related school, and the School House site, together; and

7.11.4 the transfer value for commercial redress property that is the related school is the transfer value specified in subpart A of part 4 of the property redress schedule that is stated to apply if clause 7.11 applies; and

7.11.5 as a result of clause 7.11.4 -

(a) the amount referred to in clause 7.1.2 is increased accordingly; and

(b) the amount the Crown must pay to the trustees under clause 7.1.3 is reduced correspondingly.

7.12 Clause 7.13 applies, if within 4 months after the date of this deed, the board of trustees of the related school house site does not agree to relinquish the beneficial interest it has in the School House site.

7.13 If this clause applies -

7.13.1 the Crown will arrange for the creation of a computer freehold register for the related school excluding the School House site (the **Balance School site**) in accordance with paragraph 10.38 of the property redress schedule; and

7.13.2 the Crown shall be entitled to enter into any easements or encumbrances affecting or benefitting the Balance School site which the Crown deems reasonably necessary in order to create separate computer freehold registers for the School House site and the Balance School site. Any easements or encumbrances affecting the Balance School site must be located within the area marked A and bordered in red on the map in part 5 of the attachments; and

7.13.3 such encumbrances shall be in the standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance, and costs between grantor and grantee(s) shall provide for apportionment based on reasonable use of any shared easement facilities.

WITHDRAWAL OF COMMERCIAL REDRESS PROPERTIES

7.14 Clause 7.15 applies in respect of a commercial redress property, if at any time before the settlement legislation is enacted the Crown considers that the property is surplus to the land holding agency's requirements.

7.15 If this clause applies in respect of a commercial redress property -

7.15.1 the Crown may, at any time before the settlement legislation is enacted, give written notice to the trustees that the property -

(a) is surplus to the land holding agency's requirements; and

(b) ceases to be a commercial redress property; and

7.15.2 if notice is given by the Crown to the trustees in relation to the property under clause 7.15.1, -

(a) the property ceases to be a commercial redress property; and

(b) the Crown's obligations under this deed in relation to the property as a commercial redress property end; and

(c) the amount referred to in clause 7.1.2 is reduced by the amount of the transfer value of the property; and

(d) the amount the Crown must pay to the trustees under clause 7.1.3 is increased by the amount of the transfer value of the property.

DEFERRED SELECTION PROPERTIES

7.16 The trustees have, for six months from the settlement date, the right to purchase, on and subject to the terms and conditions in part 7 of the property redress schedule, the properties described in part 5 of the property redress schedule.

SECOND RIGHT OF DEFERRED PURCHASE OF CERTAIN PROPERTIES

7.17 The trustees have the right to purchase, on and subject to the terms and conditions in part 8 of the property redress schedule, -

7.17.1 the Former School House, Stanley Road, Te Aroha, if the deeds of settlement with the iwi of Hauraki and the Hauraki Collective do not provide redress in relation to that property, or all redress in relation to that property under the those deeds of settlement ends without the fee simple in that property having been transferred or vested under that redress; and

7.17.2 any of the following properties, if the Ngāti Hinerangi deed of settlement does not provide redress in relation to that property, or all redress in relation to the property under the Ngāti Hinerangi deed of settlement ends without the fee simple in that property having been transferred or vested under that redress:

(a) Former Turangaomoana School, Corner Tower and Mowbray Roads, Turangaomoana:

(b) 9 Inaka Place, Matamata:

(c) Matamata Police Station.

7.18 A purchased second right of deferred purchase property is to be as described in part 6 of the property redress schedule.

SETTLEMENT LEGISLATION

7.19 The settlement legislation will, on the terms provided by sections 100 to 104 of the draft settlement bill, enable the transfer of -

7.19.1 the commercial redress properties; and

7.19.2 a purchased deferred selection property; and

7.19.3 a purchased second right of deferred purchase property.

RFR FROM THE CROWN

7.20 The trustees are to have a right of first refusal in relation to a disposal by the Crown or the Waikato District Health Board of **R**FR land that on the settlement date, -

7.20.1 is vested in the Crown; or

7.20.2 the fee simple for which is held by the Crown or the Waikato District Health Board.

7.21 The right of first refusal is -

7.21.1 to be on the terms provided by sections 105 to 134 of the draft settlement bill; and

7.21.2 in particular, to apply -

(a) for a term of 173 years from the settlement date; but

(b) only if the **R**FR land is not being disposed of in the circumstances provided by sections 113 to 123 of the draft settlement bill.

8 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

8.1 Within 12 months after the date of this deed, the Crown must propose the draft settlement bill for introduction to the House of Representatives.

8.2 The draft settlement bill proposed for introduction may include changes, if those changes have been agreed in writing by the trustees and the Crown.

8.3 Ngāti Hauā and the trustees must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

8.5.1 clauses 5.26, 5.27, 7.4 and 8.3 to 8.10:

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

EFFECT OF THIS DEED

8.6 This deed -

8.6.1 is "without prejudice" until it becomes unconditional; and

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

8.7 Clause 8.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

8.8 The Crown or the trustees may terminate this deed, by notice to the other, if -

8.8.1 the settlement legislation has not come into force within 30 months after the date of this deed, or by such other date as the Crown and the trustees may agree in writing; and

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

8.9 If this deed is terminated in accordance with its provisions -

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

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

8.9.3 this deed remains "without prejudice".

ON-ACCOUNT PAYMENT AND TRANSFERRED EARLY RELEASE CULTURAL PROPERTIES NOT TO BE RETURNED

8.10 If this deed does not become unconditional, or is terminated -

8.10.1 the on-account payment is not repayable; and

8.10.2 any transferred early release cultural properties are not to be transferred back to the Crown; but

8.10.3 the on-account payment, and the transferred early release cultural properties, are to be taken into account in any future settlement of the non-raupatu historical claims.

9 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

9.1 The general matters schedule includes provisions in relation to -

9.1.1 the implementation of the settlement; and

9.1.2 the Crown's -

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

(b) tax indemnities in relation to redress; and

9.1.3 giving notice under this deed or a settlement document; and

9.1.4 amending this deed.

NON-RAUPATU HISTORICAL CLAIMS

9.2 In this deed, **non-raupatu historical claims** -

9.2.1 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 Ngāti Hauā, 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 te Tiriti o Waitangi / 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

(ii) by or under legislation; and

9.2.2 includes every claim to the Waitangi Tribunal to which clause 9.2.1 applies that relates exclusively to Ngāti Hauā or a representative entity, including the following claims:

(a) Wai 306 – Ngāti Hauā Land claim:

(b) Wai 1017 – Ngāti Hauā Land and Resources claim; and

9.2.3 includes every other claim to the Waitangi Tribunal to which clause 9.2.1 applies, so far as it relates to Ngāti Hauā or a representative entity.

9.3 However, **non-raupatu historical claims** does not include the following claims:

9.3.1 Raupatu claims as defined by section 8(1) of the Waikato Raupatu Claims Settlement Act 1995:

9.3.2 raupatu claims as defined by section 88(2) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010:

9.3.3 a claim that a member of Ngāti Hauā, or a whānau, hapū, or group referred to in clause 9.5.2, 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 9.5.1:

9.3.4 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 9.3.3.

9.4 To avoid doubt, clause 9.2.1 is not limited by clauses 9.2.2 or 9.2.3.

NGĀTI HAUĀ

9.5 In this deed, **Ngāti Hauā** means -

9.5.1 the collective group composed of individuals who descend from one or more of Ngāti Hauā ancestors; and

9.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 9.5.1, including the following groups:

(a) Ngāti Te Oro:

(b) Ngāti Werewere:

(c) Ngāti Waenganui:

(d) Ngāti Te Rangitaupi:

(e) Ngāti Rangi Tawhaki; and

9.5.3 every individual referred to in clause 9.5.1.

9.6 For the purposes of clause 9.5.1 -

9.6.1 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) Māori customary adoption in accordance with Ngāti Hauā tikanga (Māori customary values and practices); and

9.6.2 **Ngāti Hauā ancestor** means an individual who exercised customary rights by virtue of being descended from -

(a) Hauā; or

(b) a recognised ancestor of any of the groups referred to in clause 9.5.2 who exercised customary rights predominantly in relation to the area of interest any time after 6 February 1840.

9.6.3 **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.

TUMUAKI AND NEGOTIATORS

9.7 In this deed -

9.7.1 **Tumuaki** means the individual anointed, in accordance with the tikanga of Ngāti Hauā, as the Tumuaki of the Kīngitanga and Rangitira of Ngāti Hauā who, at the date of this deed, is Andrew Te Awaitaia Thompson; and

9.7.2 **negotiators** means the following individuals:

(a) Mokoro Gillett of Waharoa, School Principal:

(b) Lance Rapana of Waharoa, Project Manager:

(c) Willie Te Aho, of Hamilton, Director.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on **18 July 2013**

SIGNED by the **TUMUAKI** as **TUMUAKI**
and for and on behalf
of **NGĀTI HAUĀ** in
the presence of -

Andrew Te Awaitaia Thompson

WITNESS

Name: Huhana Rolleston

Occupation: Solicitor

Address: Tauranga

SIGNED by **THE TRUSTEES**
of **THE NGĀTI HAUĀ IWI TRUST**

- for and on behalf of
  NGĀTI HAUĀ; and

- as trustees of
  THE NGĀTI HAUĀ IWI TRUST

Mokoro Gillett (Co-Chair)

Lance Rapana (Co-Chair)

Robert Penetito

Te Ao Marama Maaka

Te Ihingarangi Rakatau

Adam Whauwhau

Linda Raupita

Rangitionga Kaukau

WITNESS

Name: Huhana Rolleston

Occupation: Solicitor

Address: Tauranga

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

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

Hon Christopher Finlayson

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

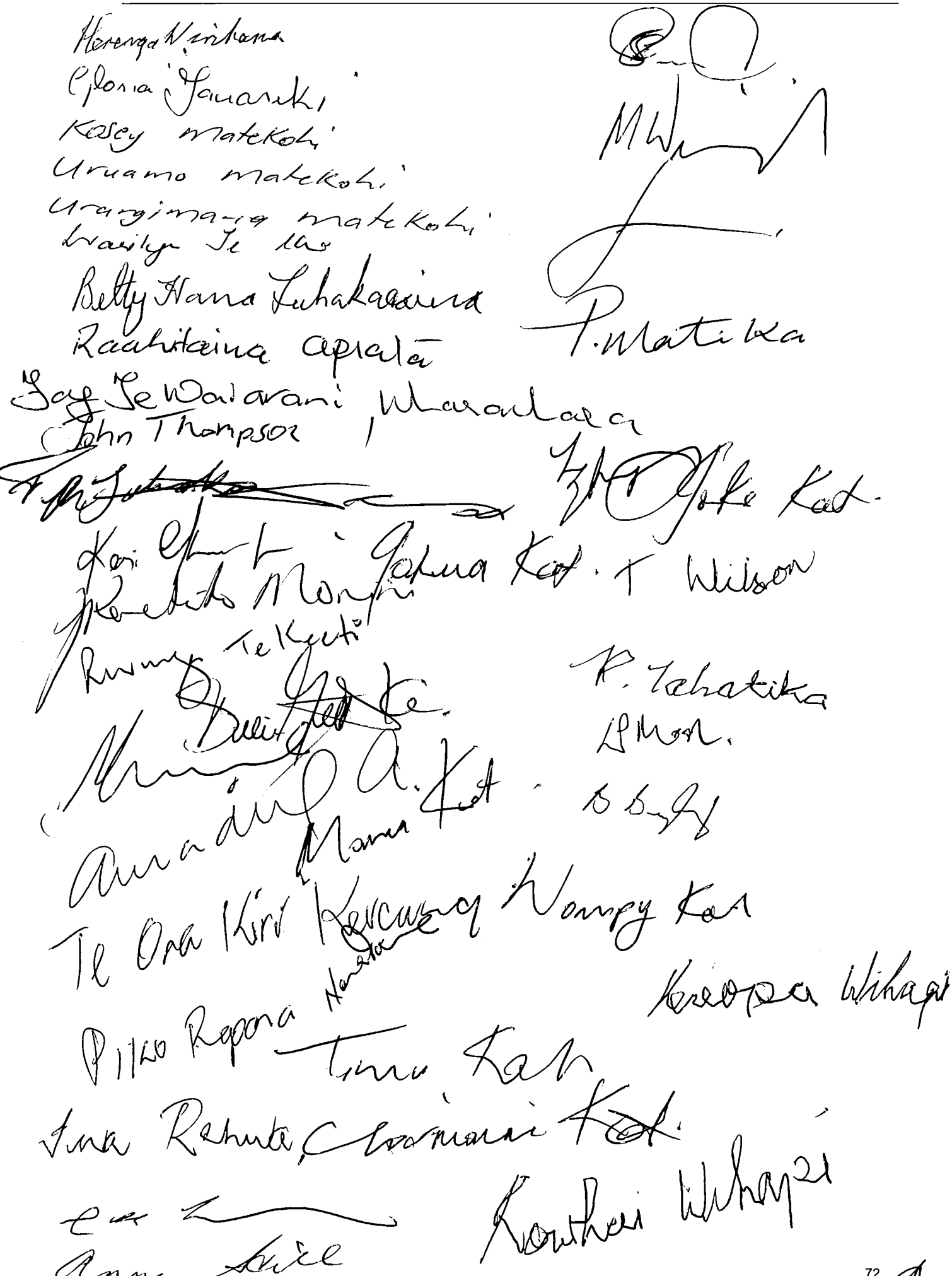
Hon Simon William English

WITNESS

Name:

Occupation: MP WAIKATO

Address:



Malcolm Henare

Poutyai Kukutai

T WHEKI

Gb Napa.

Les Dunnex.

Wairere

Phillip Marae Matika - Ngati Wairere

Te Wikitoria, Te Kume, Te Mamae

Anthony Waruhia 18/7/2013

Michael Kearns

Winifrom Wiihana

Ngarama Kiri Kaukau

Marsden Kaukau.

Peepi Atawhai Kaukau

Niatenga David Kaukau.

Paiti Kaukau.

Julian Graeme Dennison

Ranginuia Williams

Wikitoria Beazley

TigerJon Tihema Wilson.

Huirua Thema Wilson

Charmaine Atira Heta.

[illegible]

Evelyn Rangi Anewa Hauraki.

Rowena Pelina Kati

Kuuwyn price

[illegible] Mary Gillett.

Te Oon Keri Kereama.

Haneers Gillett

Shannah Punau Tuhakaraina

Morehu - Tamehana.

[illegible]

Jessica Huriata Maaki

Parehiawe Tuhakaraina

Laurnia Tuhakaraina

Pirihora Welika

R. Tuhakaraina

[illegible]

Teeohia Te Wiki

Marara Tuhakaraina

Shaniah pri C P

Puhi Turner Clintin James Stuart Price

Honore Waaka

Michael Ross

Steven Bush

Maharata Paki-Hodge

Moerca Hodge

CRAIG NGATI

Mihaki Wharawhara

Lea thompson

Rangimarie Hapi.

~~Timiwhakaarahia Dicken~~

Muhahi Mark

Niika Tuhakaraina

Marea Pantanar

~~Hotehu. Tauehara~~ Hardie ~~Tauehara~~-

Olu Pene

Paina Ariini a Aroha Te Uira

ANI PENE.

Nga mihi tino nui rawa. Pene

Marcella Roka Manihera-Rolls.

Rangitunuku Paeahu Wheki.

- Paeahu-Wheki

Nganeko Wilson Newman.

Tumehiwa NEWMAN.

Huirua Tihema-Wilson

Tigër-Jean Taeiho Tihema-Wilson

Rangi Rawiri

Rau Aroha Latta

Monehu Kara.

Tama Nightingale-Pene

Tumanako Pene - Aiesha

Jayden Winihana-Singh

Skyla Winihana

Tawaniki Winihana-Singh

Heveniniki Winihana-Singh.

Kongahemutu Hunia

Dolly Ruha Karaina

Hinemoa Shirley Rogers.