

**NGĀTI KOROKI KAHUKURA**

**and**

**TAUMATAWIWI TRUST**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**20 December 2012**

## MAIMAI AROHA

Taka, ka taka te tihi ki Maungatautari e tū mai nei  
Ripo, ka ripo te ia o Waikato e tere mai nei

Kia hira te whakamoemiti ki te Atua i te wāhi ngaro, kia rite ki te hira o ngana  
mahi nunui.

Kia tau te manaakitanga ki Te Kīngi, ki Te Tumuaki. Kia ora te Kāhui Ariki.

Kei ngā poutokomanawa kua kaitū ki te pō e oti atu ai. Koutou ngā kākā wahanui,  
koutou ngā pokohiwi kaha, koutou ngā tuarā hāpai i te kaupapa, e kore e mutu te  
maioha whakawhetai. Nā koutou te kaupapa o te rā mō ngā uri whakatupu e hui nei,  
moe mai i te mākohakoha o te pō.

Tātou ngā kanohi ora o rātou mā, tātou ngā kākano ruirui ki te awatea, tēnā tātou.

We remember well those who led the challenge, those who flew the flag, and those  
who have carried the burden of responsibility to arrive at this point in time: the orators,  
the quiet leaders, the strong shoulders and the undying supporters of yesteryear.  
To you we say, although you are no longer seen, you will never be forgotten.

Kotahi anō rā, he kura i tangihia, he maimai aroha!

E noho ana i te awatea, ka haramai te aroha ka kai kino i ahau nei...

Ki te hoa rā e ka momotu ki tawhiti...

Mōkai pae maunga nāna i ārai mai...

Tē kite atu au i a koe hoa e kaitū ake nei...

Me pēwhea rā e kite ai au i a koe...

Me moe ki te pō tūtaki-a-wairua...

Kia hewa e roto tēnei kei te ao...

Hōmai te roimata kia tāheke ai iho...

I te roa o te rangi tē mutu noa te aroha...

Me tiu kāhu au ka whiua ngā uru rākau e tū mai rā...

Me aha i roto nei tēnei ka kaitū ake nei ii

## 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 Koroki Kahukura and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Ngāti Koroki Kahukura;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Koroki Kahukura to receive the redress;
- includes definitions of:
  - the historical claims; and
  - Ngāti Koroki Kahukura;
- 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

**NGĀTI KOROKI KAHUKURA**

and

**TAUMATAWIWI TRUST**

and

**THE CROWN**

(

(



## 1 BACKGROUND

### NEGOTIATIONS

- 1.1 Ngāti Koroki Kahukura gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown by Deed of Mandate dated 18 May 2010.
- 1.2 The Crown recognised the mandate on 17 June 2010.
- 1.3 The mandated negotiators and the Crown:
  - 1.3.1 by terms of negotiation dated 20 June 2010, agreed the scope, objectives, and general procedures for the negotiations; and
  - 1.3.2 since the terms of negotiation, have:
    - (a) had extensive negotiations conducted in good faith; and
    - (b) negotiated and initialled a deed of settlement.

### RATIFICATION AND APPROVALS

- 1.4 Ngāti Koroki Kahukura have, since the initialling of the deed of settlement, by a majority of:
  - 1.4.1 99.4%, ratified this deed and approved its signing on their behalf by the governance entity and the mandated signatories; and
  - 1.4.2 97.4%, approved the governance entity receiving the redress.
- 1.5 Each majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of Ngāti Koroki Kahukura.
- 1.6 The governance entity approved entering into, and complying with, this deed by a unanimous resolution of trustees on 19 December 2012.
- 1.7 The Crown is satisfied:
  - 1.7.1 with the ratification and approvals of Ngāti Koroki Kahukura referred to in clause 1.4;
  - 1.7.2 with the governance entity's approval referred to in clause 1.6; and
  - 1.7.3 the governance entity is appropriate to receive the redress.

### AGREEMENT

- 1.8 Therefore, the parties:
  - 1.8.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
  - 1.8.2 agree and acknowledge as provided in this deed.



## 2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgement and apology to Ngāti Koroki Kahukura in part 3 are based on this historical account.

### Introduction

- 2.2 This historical account describes the relationship between the Crown and Ngāti Koroki Kahukura from 1840 and identifies Crown actions which have caused grievance to Ngāti Koroki Kahukura over the generations. It provides context for the Crown's acknowledgements of its Treaty breaches against Ngāti Koroki Kahukura and for the Crown's apology to Ngāti Koroki Kahukura. This historical account supports the settlement of the historical grievances against the Crown relating to Ngāti Koroki Kahukura interests that were not settled by the 1995 Act.

### Ngāti Koroki Kahukura

- 2.3 Ngāti Koroki descend from the high chief Koroki, himself a descendant of Hoturoa, captain of the Tainui canoe. Ngāti Kahukura descend from the high chieftainess Kahukura. Joined together through common ancestry and lineage their descendants are Ngāti Koroki Kahukura.
- 2.4 The rohe of Ngāti Koroki Kahukura, which they refer to as their homeland, stretches from Karapiro along the Pukekura Range and through Rotorangi and Puhue in the west, from Maungatautari 4 and 5 blocks to the top of Lake Arapuni in the south, then follows the Waikato River back to Piarere in the East, and from Piarere to the south of the Maungakawa Reserve, and on to Karapiro in the north and also includes interests within the Waikato Raupatu Claim Area established in 1995, including Arikirua, Tamahere, Hautapu, Te Koutu, Pukekura, Te Papara, Nukuhau and Horotiu Pā. Ngāti Koroki Kahukura also hold historical customary interests in the Hinuera, Waipa and Huihuitahā blocks on the eastern side of the Waikato River.

### Early Contacts

- 2.5 Trade dominated early contact between Ngāti Koroki Kahukura and European settlers. Ngāti Koroki Kahukura engaged in a number of economic activities during the 1840s and 1850s, and were a prosperous and flourishing community. Beginning with the extraction and production of raw materials for sale to Europeans they eventually built two flour mills near Maungatautari. The Crown assisted some Waikato iwi with the construction of flour mills. According to Ngāti Koroki Kahukura they built these two mills using their own resources. Ngāti Koroki Kahukura oral traditions state that they were deeply involved in the flax industry at this time from extraction to milling and export, and built waka to transport goods and produce for trade.
- 2.6 Tioriori was the recognised leader of Ngāti Koroki Kahukura from the 1850s and was the central figure in the economic and political relationship between Ngāti Koroki Kahukura and the Crown. He developed a relationship with Crown officials leading to his appointment as an assessor for the Waikato District. Tioriori owned a court house at Wharetūrere at this time.

**Kīngitanga, war and the arrest of Tioriori**

- 2.7 The pressures of European colonisation produced by the rapid influx of settlers, the methods they used to acquire land, and the effects of land sales and the monetary economy on Māori social organisation were among the factors which affected the relationship between Ngāti Koroki Kahukura and the Crown. By the late 1850s disputes between Waikato Māori and the Crown over land sales were causing tension.
- 2.8 These factors, among others, gave rise to the King movement, or Kīngitanga. After it was established in the 1850s, the Kīngitanga sought to create a political authority that could engage with the Crown and respond to the growing tension caused by land sales. Ngāti Koroki Kahukura regarded many of these sales as unauthorised, and actively supported the movement, placing themselves and their lands under the protection of a Māori King.
- 2.9 Tioriori of Ngāti Koroki Kahukura convinced his people to adhere to the principles of Kīngitanga. He organised and attended many hui held to select a King. Pōtatau Te Wherowhero, the first Māori King, was descended from Koroki and had a close association with the people of the Maungatautari area. Ngāti Koroki Kahukura attended functions held by Te Wherowhero at Maunaina in Auckland to welcome Governor Hobson. Adherence to Kīngitanga became an important part of the identity of Ngāti Koroki Kahukura as an iwi. Ngāti Koroki Kahukura oral traditions indicate that they acted as part of the guard of honour at the tomb of Te Wherowhero at Ngāruawāhia when he died in 1860 and that the first recorded coronation celebration for his son Taawhiao took place at Te Tiki-o-Te Ihingarangi above Karapiro. This wāhi tapu was subsequently used by the Crown militia as a redoubt, and was later used by the municipal authority as the site for the Cambridge water supply, for which purpose it is still used today.
- 2.10 Relations between Kīngitanga and the Crown worsened through the early 1860s as the two sides continued to adhere to differing views of the King's and the Crown's sovereign rights. Many in the settler Government viewed Kīngitanga as posing a threat to the Queen's authority which amounted to a rejection of the Treaty. Kīngitanga was also seen as a land league which could slow the acquisition of Māori land by the Government.
- 2.11 Despite the worsening relations between the Crown and Kīngitanga, Tioriori did his best to maintain cordial relations with the Crown. In the 1860s with conflict looming in Taranaki Tioriori travelled there in an attempt to maintain the peace. In 1863 he came to the aid of the Civil Commissioner of Waikato after a chief from a neighbouring iwi seized the government printing press at Te Awamutu. Tioriori took up residence with the Commissioner to prevent further attacks. Later, Tioriori advised settlers to return to the safety of Auckland so as to avoid the dangers of approaching conflict.
- 2.12 War broke out between the Crown and Kīngitanga in the Waikato in July 1863. As part of Kīngitanga Ngāti Koroki Kahukura defended Kīngitanga lands and peoples against the Crown at the battles of Meremere and Rangiriri when the Crown breached the aukati along the Mangatawhiri. Ngāti Koroki Kahukura land west of Maungatautari was used to provide food to Kīngitanga forces during the conflict. Some members of Ngāti Koroki Kahukura were killed in the fighting and others wounded. Tioriori was captured at the battle of Rangiriri on 21 November 1863, having been wounded whilst assisting a wounded British officer of the colonial forces.
- 2.13 Tioriori was incarcerated without trial in squalid conditions on the hulk 'Marion' in Auckland. He was held there with others of Ngāti Koroki Kahukura and other Kingite forces as part of the Crown response to Kīngitanga. With the support of some prominent Pākehā and Crown officials Governor Grey lobbied Ministers of the Crown

2: HISTORICAL ACCOUNT

unsuccessfully for Tioriori to be given a conditional pardon and to be released on parole. Grey argued that the release of Tioriori might also help to end hostilities, as Tioriori was in favour of peace. Tioriori was held on board the ship until June 1864, when his poor health saw him paroled to a house in Auckland. Shortly afterwards Tioriori accompanied Grey and other Crown officials to assist them after the escape of prisoners from Kawau Island.

- 2.14 The incarceration of Tioriori by the Crown without trial left Ngāti Koroki Kahukura leaderless at a time of great upheaval including the raupatu. The incarceration had adverse effects on the standing of Tioriori and Ngāti Koroki Kahukura. Tioriori died at Maungatautari in 1867.
- 2.15 Meanwhile, in early April 1864, Crown forces had encamped below the pā at Te Tiki-o-Te Ihingarangi, near Wharetūrere. A significant Māori force was entrenched there but safely evacuated the pā at night three days after the Crown troops arrived. Colonial forces subsequently built a redoubt on the upper pā at Te Tiki-o-Te Ihingarangi. Ngāti Koroki Kahukura traditions recall that the members of the iwi, having exhausted their supplies, were compelled to retreat inland into the bush clad ranges of Maungatautari, abandoning their homes and becoming isolated from their ancestral river and wāhi tapu.

**Raupatu**

- 2.16 The confiscation of Waikato land was a significant aspect of the Crown's response to the wars. The New Zealand Settlements Act 1863 provided the legal framework for the Crown to carry out these confiscations. Despite the legislative framework, Ngāti Koroki Kahukura viewed the confiscations as immoral if not illegal. The Act stated that there had been 'insurrections amongst evil-disposed persons of the Native race'.
- 2.17 Parliament enacted the New Zealand Settlements Act at a time when Māori including Ngāti Koroki Kahukura were not eligible to elect representatives to Parliament. Ngāti Koroki Kahukura did not support this legislation, or give consent to it. Under the Act land could be confiscated if Māori were judged 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 to have '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'.
- 2.18 The New Zealand Settlements Act also provided for a Compensation Court which would return land to Māori judged not to have been in rebellion. Awards made by the Court did not preserve customary forms of land tenure, these being replaced by Crown grants of the land awarded.
- 2.19 The Crown also sought the disarmament and surrender of all Māori involved in armed conflict against it. In April 1865 the Crown demanded that all Māori engaged in 'levying or making war' against the Queen since 1863, and their supporters, lay down their arms and surrender by 1 June 1865, or be debarred from making any claims for compensation. Ngāti Koroki was one of the tribes named by Governor Grey. Thus, as a consequence of their adherence to the Kīngitanga and their involvement in the Waikato war, the people of Ngāti Koroki Kahukura were classed as rebels along with other Waikato iwi.
- 2.20 In 1865 the Crown issued a number of proclamations confiscating approximately 1.2 million acres of land in the Waikato. The raupatu affected Ngāti Koroki Kahukura in their traditional rohe both inside and outside the confiscation area, and caused them great economic hardship. The confiscation of the Waikato lands removed the Waikato

2: HISTORICAL ACCOUNT

river trade route from Māori control and isolated Ngāti Koroki Kahukura from their primary transport and trade route. As a result of the confiscation, Ngāti Koroki Kahukura became alienated from lands, traditional pā, wāhi tapu, and other significant sites within the Waikato confiscation district including Arikirua, Tamahere, Hautapu, Te Koutu, Pukekura, Te Papara, Nukuhau and Horotiu Pā. They also lost fertile lands, their flax and flour mills, and access to food sites which prevented them from carrying out seasonal gathering practices. By 1871 the Crown had awarded some members of Ngāti Koroki Kahukura a reserve of 300 acres called Pukeiahua and a reserve of 500 acres from the Pukekura block as compensation for land lost during the raupatu. This was part of the 313,364 acres of Waikato land that the Crown returned to Māori.

**The Native Land Court and land alienation**

- 2.21 Māori land, including that land remaining in Ngāti Koroki Kahukura control following the raupatu, became subject to native land laws from the early 1860s. The Native Land Court was established by the Native Lands Act 1862, and further modified by the Native Lands Act 1865. The Court was tasked with determining the ownership of Māori land 'according to Native custom' and the conversion of customary land titles into titles derived from the Crown. The Crown expected that this land title reform would facilitate alienation and eventually lead Māori to abandon the collective structures of their traditional land holdings.
- 2.22 Customary tenure systems accommodated complex and fluid relationships and land uses. The new land laws did not reflect this complexity and called for land rights to be clearly defined and permanently fixed. Thus, the Court could fail to accommodate all of those with some interest in a piece of land. Ngāti Koroki Kahukura consider that the Native Land Court failed to recognise some of their customary interests in lands, including certain pā which were generations-old strongholds and wāhi tapu of Ngāti Koroki Kahukura. For example, in 1880 Ngāti Koroki Kahukura claimed the Huihuitaha block but were not awarded interests by the Court. Also, a Ngāti Koroki Kahukura tūpuna asserted interests in the Waotu North block during Native Land Court proceedings, though no formal Ngāti Koroki Kahukura claim was lodged and the Court did not award them interests. Despite this, Ngāti Koroki Kahukura consider that they have maintained a strong continuous association with the Huihuitahā and Waotu North lands, today leasing them for farming, and that they have fulfilled kaitiaki responsibilities in and around the awa tupuna.

**The ten owner rule**

- 2.23 Under section 23 of the 1865 Act a certificate of title was to be issued to no more than 10 owners. Only in cases where a land block exceeded 5000 acres could land be awarded to a tribe. Under the ten owner rule iwi and hapū leaders listed on the title to a block could act as absolute owners, rather than for and on behalf of their iwi, and could deal with land as they wished. When this occurred it led to deep and lasting problems for the iwi, as land was traditionally held communally.
- 2.24 Parliamentary changes to the ten owner rule in the late 1860s came too late for Ngāti Koroki Kahukura as title had already been awarded for much of their land. Between 1865 and 1868, when the ten owner rule was in force, the Native Land Court recognised the interests of Ngāti Koroki Kahukura in Hinuera 2, Horahora, Hinuera, Ngamako, Waipa, Hinuera 3, Te Pae o Turawaru 2, Pukekura, Puahue and Maungatautari as shown on deed plan OTS-180-30 as the "Native Land Court Blocks".

2: HISTORICAL ACCOUNT

**Alienation of Maungatautari and other lands**

- 2.25 'Maungatautari te Maunga  
Waikato Te Awa  
Ngāti Koroki Kahukura te Iwi  
Te Ngoungou te tangata'

*Maungatautari is the mountain, Waikato is the river, Ngāti Koroki Kahukura is the tribe and Te Ngoungou is the ancestor.*

Maungatautari is the ancestral maunga of Ngāti Koroki Kahukura, and as such is for the iwi a symbol of Ngāti Koroki Kahukura identity. Maungatautari provided Ngāti Koroki Kahukura with shelter, protection and sustenance.

- 2.26 The operation of the native land laws, in particular the ten owner rule, enabled the loss of Ngāti Koroki Kahukura lands on and around the mountain. In 1873 some of those listed as owners in the Maungatautari 1 and 2 blocks sold their interests. These sales were not finally confirmed until December 1889 when the Court awarded 2393 acres of Maungatautari 1 and 2028 acres of Maungatautari 2 to the purchasers. Some owners objected to the alienation of land, arguing that those of the 10 owners who had sold had no right to as they were only 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 despite such opposition. These alienations adversely affected Ngāti Koroki Kahukura's relationship with their ancestral mountain.
- 2.27 During the early 1880s Māori living in the vicinity of the Ngāti Koroki Kahukura rohe expressed frustration at the award of blocks to just 10 owners. Several petitions were submitted to the Crown seeking to limit the powers that 10 owners might exercise. In 1886 Parliament endeavoured to resolve some of the issues raised by these petitions by passing the Equitable Owners Act enabling those not named on land titles granted under the ten owner rule to apply to the Court to be added as beneficial owners. During the court hearings, some Ngāti Koroki endeavoured to determine the number of appropriate owners themselves, but the ten owner rule caused difficulties in some cases. The hapū awarded Waipa in 1867 submitted the names of 6 people for the Crown grant. Ngāti Koroki submitted more names for the Crown grant for the Horahora block than the Court was able to put on the grant. The Court required them to reduce their list before the grant could be issued.
- 2.28 Those claiming ownership of Pukekura also sought to have more than 10 owners put on the title for that block. Pukekura was awarded in early November 1868 to 26 owners, but just 10 were placed on the title to hold the land in trust for the remaining owners. The Court later found, however, that the Native Land Act did not allow a grant to be issued with a trust clause and at a subsequent sitting in 1869 ruled to issue the grant in the names of 10 owners, making the land inalienable except by lease for 21 years. This gave the 10 owners the power to collect and keep rents.
- 2.29 The ownership restrictions for Pukekura became a contributing factor in violent clashes between settlers and some Māori claiming ownership interests in the block. Settlers had leased the land from the 10 owners named on the title and claims emerged that rents were not paid. Conflict relating to the lease and rental amounts led to a Supreme Court hearing at which those Māori excluded from the title complained that the 10 grantees listed on the deed were trustees for others. A further Supreme Court ruling was issued in 1885 making the 1869 court orders null and void and reinstating the 1868 orders that would identify approximately 26 owners for the block. As a consequence, by 1887 some of the owners sought to sell a portion of the land to pay for the court costs.

2: HISTORICAL ACCOUNT

- 2.30 In the late 1860s and early 1870s much of the land Ngāti Koroki Kahukura held interests in was leased or sold to Pākehā settlers. Pukekura was leased in July 1870, and Hinuera, Horahora and Waipa had also been leased by the early 1870s when parts of Maungatautari were purchased by settlers. Horahora was sold in 1877 to a settler, in a transaction which is disputed in Ngāti Koroki Kahukura oral traditions.

**Survey and court costs**

- 2.31 Alongside issues with the ten owner rule, Ngāti Koroki Kahukura found the statutory requirement of costs associated with the land court including survey costs and general fees to be a financial burden which could leave owners with little option but to alienate land. From 1873 the native land laws contained statutory provisions enabling Māori to guarantee that surveys carried out by the Crown would be paid in cash or with land. This power was further extended to allow the Native Land Court to award land or money to private surveyors in payment of survey costs. In 1903 Ngāti Koroki Kahukura lands were the subject of a petition complaining of the taking of the Maungatautari 4F 1 Block to cover the cost of survey of the main block, and seeking restitution. In this case, the Native Affairs Committee made no recommendation and Ngāti Koroki Kahukura were unable to secure the return of the land or compensation for the loss.
- 2.32 Involvement in the Native Land Court process also involved the payment of court fees. The ability of any individual Māori to initiate title investigations by the Court, the need to secure succession rights, and the wish to partition land helped to ensure that the court process was widely used. Those claiming an ownership interest had no alternative but to attend the Court if they wished to secure legal title to lands. Fees were levied under the native land laws and often became a serious burden for Māori. Ngāti Koroki Kahukura consider that they bore a high cost in this regard, having some involvement in more than 50 Native Land Court hearings up until July 1901.
- 2.33 Section 30 of the 1865 Native Land Act gave the Court the right to decide the question of succession 'according to law as nearly as can be reconciled with Native custom'. However, from 1867 the Native Land Court awarded all descendants of a land owner who died intestate an equal share of their land interests. This prevented land from becoming the property of a tribe whilst avoiding the perceived inequities of primogeniture in which the land was awarded to a single heir. The awarding of land to all descendants resulted in the increased fragmentation of land holdings into ever smaller portions. In 1884, for example, the Native Land Court awarded 420 Ngāti Koroki shares in 25,000 acres of Maungatautari. Fragmented ownership affected the development of Māori land as land owners were unable to develop these land holdings economically.
- 2.34 Owners were often unable to pay rates levied on such lands by local authorities. In 1910 Parliament enacted legislation which empowered local councils to levy rates on Māori land held under Native Land Court titles on the same basis as European land. Since 1894 Māori land had been liable for rates at half the rate of European land. Land could be forfeited to cover unpaid rates. Ngāti Koroki Kahukura land owners recall having to vacate blocks of land for fear of prosecution for non-payment of rates.
- 2.35 By the end of the twentieth century, Ngāti Koroki Kahukura were left with 1,061 acres of land, which represents around 1 per cent of their rohe outside of the aukati, and less than 5 percent of the lands previously awarded to them by the Native Land Court.

**The Waikato River, its tributaries and Freshwater Fisheries**

- 2.36 For many generations the Waikato River has been both a physical and spiritual resource for Ngāti Koroki Kahukura. The lyrics of the Waikato waiata for the river 'Waikato

2: HISTORICAL ACCOUNT

Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki, Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari and Ngāti Koroki through to Arapuni, the domain of the eel.*

- 2.37 In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving, fish, water fowl, and eels. Its flood plains and river valleys provided large areas of arable soils. As kaitiaki of their ancestral river, which they deem a living taonga, Ngāti Koroki Kahukura were responsible for protecting the health and well-being of the river, and for protecting resources for future generations. Prohibitions, or rahui, on fishing and other activities were imposed to prevent over utilisation of resources.
- 2.38 The Crown assumed control of and exercised jurisdiction over the Waikato River from the time of the raupatu. Nevertheless, Ngāti Koroki Kahukura continued to assert rangātiratanga over the river. In 1881, for example, they protested the construction of a bridge crossing the Waikato River at Aniwaniwa that linked the Horahora and Waipa blocks. The men working on the Horahora block adjacent to the river were confronted by Ngāti Koroki Kahukura, whose purpose was to evict them from the land. Help was sought by the settlers from the Cambridge constabulary, but this did not arrive before the bridge was destroyed. According to Ngāti Koroki Kahukura oral traditions, Ngāti Koroki Kahukura saw this bridge as a significant intrusion on their awa tupuna, the Waikato River, and on the mana of Ngāti Koroki Kahukura within its own rohe.
- 2.39 The Crown subsequently developed legislation that affected the river and established bodies with authority and management rights over the river without consulting or including Ngāti Koroki Kahukura. Over time, intensive agricultural development, direct domestic and industrial discharges, run-off from roading networks and major hydro developments within the rohe of Ngāti Koroki Kahukura at Horahora, Arapuni and Karapiro contributed to the loss of tuna, or eel, and other freshwater kai. The river became degraded by a number of factors including major sediment build-up, nitrogen imbalance, and weed problems at the Karapiro dam.
- 2.40 As European settlement expanded new land uses followed. Swamps and wetlands were drained for agricultural and pastoral use. Rivers and streams were utilised as drains and polluted with farm run-off and domestic and industrial discharges. River banks were planted with willows which choked waterways. New species of fish were introduced which competed with traditional species. The building of hydro-electric power schemes disturbed the migration patterns of some fish species, particularly the tuna which was traditionally an important food source for Ngāti Koroki Kahukura. While some of these developments contributed to the economic growth of New Zealand, they had a devastating effect on the health and the wellbeing of the Waikato River, on the physical landscape, and on Waikato river iwi including Ngāti Koroki Kahukura.

**The Impacts of the Waikato River Hydro Scheme on Ngāti Koroki Kahukura**

- 2.41 From the early 1900s the Crown dammed the upper reaches of the Waikato River to produce hydro-electric power. This power fed the expanding development of the farming sectors and urban centres of the North Island. Some lands and sites of significance belonging to Ngāti Koroki Kahukura were destroyed and others adversely affected by the

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construction of these dams and the flooding which followed. This flooding caused the direct destruction of the burial caves of Ngāti Koroki Kahukura at Karapiro and Arapuni.

- 2.42 The first power station that the Crown allowed on the Waikato River was the Horahora power station. Originally built by the Waihi Mining Company in 1910, it was bought by the Crown in 1919. Its construction involved the removal of large amounts of gravel and boulders from the river and the dumping of some excavated material into the river. The building of the Horahora power station destroyed the Aniwaniwa rapids, a significant cultural site for Ngāti Koroki Kahukura. The destruction of the rapids, and permanent impoundment of the river, prevented much of the upstream movement of migratory fishes, such as eels, lampreys and inanga. The severe impact of this dam deprived Ngāti Koroki Kahukura of important sources of food, which contributed to the impoverishment of Ngāti Koroki Kahukura.
- 2.43 Lands within the traditional rohe of Ngāti Koroki Kahukura were used for the construction of the Arapuni power station which took place from 1924 to 1929, upstream from the Horahora power station. This caused concern for Ngāti Koroki Kahukura as it impacted on spiritual connections to the river, traditional wāhi tapu sites including burial caves, as well as other customary uses of the river.
- 2.44 The Horahora village and dam were flooded by a new dam at Karapiro built by the Crown between 1940 and 1947. The Pukekura B block contained an urupā reserved for Ngāti Koroki Kahukura and another iwi. It was taken under the Public Works Act for use in the construction of the dam. Other historic sites significant to Ngāti Koroki Kahukura were taken for the building of the dam and flooded by the new lake such as the Pokeno Flats. The flooding of the Karapiro Valley and the Pokeno Flats caused erosion of the banks along the Waikato River. Urupā alongside the river were destroyed. Ngāti Koroki Kahukura recall having to collect the bones of ancestors as they emerged from graves and floated down river.
- 2.45 For Ngāti Koroki Kahukura the harmful effects on their awa tupuna contradict the underlying philosophies as expressed by King Taawhiao in his maimai aroha:

'Tooku awa koiora, ko oona pikonga he kura tangihia o te mataamuri'

*My river of life, each curve more beautiful than the last.*

**Taumatawiwi**

- 2.46 In the early 1800s the introduction of muskets disrupted relationships between iwi and hapū across New Zealand. During this time of conflict a number of iwi and hapū occupied the Maungatautari area. A pivotal battle was fought by Ngāti Koroki Kahukura and others at Taumatawiwi in 1830.
- 2.47 As a result of the battle at Taumatawiwi, the mana of Ngāti Koroki Kahukura in the Maungatautari and Karapiro region has been retained ever since.
- 2.48 For Ngāti Koroki Kahukura a significant consequence of the battle at Taumatawiwi was the cremation of slain warriors on rocks where the Hauoira Stream joined with the Waikato River. From that time Ngāti Koroki Kahukura considered these rocks to be tapu and akin to a modern-day headstone. The site was called Karapiro after the foul odours emanating from the cremations.
- 2.49 The creation of Lake Karapiro flooded the sacred site, submerging the rocks. The rocks were further damaged by preparations for the 1975 World Rowing Championships. The



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rocks were blasted with dynamite to clear the way for rowing lanes. Ngāti Koroki Kahukura granted permission for this on the understanding that a monument to their memory be erected at the Karapiro Domain. No monument was established until Ngāti Koroki Kahukura erected one in the 1980s.

**Ngāti Koroki Kahukura and the war effort**

- 2.50 During World War One Te Puea Herangi led the vanguard of resistance to conscription forbidding the young men of Waikato from enlisting for service. Only iwi from Waikato and a neighbouring district were subject to conscription. As a people, Ngāti Koroki Kahukura recall that they adhered to these tohutohu (edicts) and as a result some were forcibly removed from their homes because of their refusal to serve and were treated poorly until their release at war's end. To them Te Puea said 'Kia manawanui' or 'to be strong'. This is reflected in the naming of Te Manawanui, the ancestral house at Maungatautari Marae that was opened in 1918.
- 2.51 Ngāti Koroki Kahukura kept the memory of their treatment in World War One alive. Nevertheless, during the Second World War some Ngāti Koroki Kahukura men willingly enlisted in the 28th Māori Battalion and other services, where they served with distinction. Some of these men lost their lives on active service and are buried overseas.

**The loss of customary knowledge, language, and identity**

- 2.52 Traditionally te reo Māori was the first language of Ngāti Koroki Kahukura. From the 1870s the Crown established a number of native schools for the education of Māori. The Crown viewed these schools in part as a means of assimilating Māori into European culture. Māori children were strongly discouraged from speaking their own language in school. Ngāti Koroki Kahukura elders recall corporal punishment being used against those who spoke te reo. Though there was much support amongst a number of Māori leaders for English language teaching it was not anticipated that te reo Māori would be undermined by this process.
- 2.53 Ngāti Koroki Kahukura estimate that today just 5 percent of their people are fluent speakers of te reo Māori. From the 1980s on there have been attempts to revive Māori as a spoken language through Kohanga Reo and Kura Kaupapa Māori. However, Ngāti Koroki Kahukura children have needed to travel some distance from their marae to attend Kohanga reo or Kura Kaupapa Māori.
- 2.54 Rapid changes in river management and use had an impact on language and culture. The names of different river species and their stages of life as well as traditional fishing practices were no longer taught as those species became less common and traditional uses were replaced by new. In one example, tuna puhi, a species of eel prized by Ngāti Koroki Kahukura, can no longer migrate beyond the dams so the harvesting and cooking of this resource is no longer undertaken. This has led to the loss of traditional knowledge and customary practice related to the tuna puhi. In turn this has resulted in the demise of the language used to describe these practices.
- 2.55 By the mid-twentieth century there were very limited opportunities for local employment. During the Second World War Māori around the country began leaving rural areas and moving into towns and cities in part attracted by employment opportunities. Rural areas were also unable to support the growing Māori population. Ngāti Koroki Kahukura oral traditions record that the lack of land to provide a socio-economic base contributed to the loss of many Ngāti Koroki Kahukura men from their rohe. Ngāti Koroki Kahukura consider that this deprived the community of the influence of many men who would have

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become rangātira and these men became disconnected over time from their community and the local culture.

- 2.56 In addition to the effects of landlessness and social deprivation Ngāti Koroki Kahukura consider that a number of legislative measures including the 1847 Education Ordinance, the Tohungā Suppression Act 1907, and the Native Schools Act 1867 contributed to the erosion of tribal structures, customary knowledge and practices, and traditional leadership. Although enacted in an attempt to remedy various specific issues, such legislation gave authority to non traditional social structures and institutions and had an ongoing effect in discouraging the acquisition and sharing of customary knowledge.
- 2.57 Ngāti Koroki Kahukura state that the events set out in the historical account have had severe consequences for them including the ongoing struggle to maintain their identity as Ngāti Koroki Kahukura.
- 2.58 Ngāti Koroki Kahukura consider that they have not been recognised as an iwi in their own right by the Crown and local government, and that this is a consequence of their landlessness and social deprivation.

### 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 and 1864 upon thirty-three groups descending from the Tainui waka including Ngāti Koroki. In particular, the Crown acknowledged that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga and Waikato in sending its forces across the Mangatawhiri in July 1863, and occupying and subsequently confiscating Waikato land, and unfairly labelling Waikato 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 the Treaty of Waitangi, denied the hapū of Waikato-Tainui (including Ngāti Koroki) their rights and interests in, and mana whakahaere over, the Waikato River;
  - 3.2.2 for Waikato-Tainui, 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, 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 to protect te mana o te awa.
- 3.3 The Crown hereby recognises those grievances and acknowledges that up until now it has failed to deal with the remaining longstanding grievances of Ngāti Koroki Kahukura in an appropriate way and that recognition of those grievances is long overdue. Accordingly it now makes the following further acknowledgements:
- 3.3.1 Ngāti Koroki Kahukura suffered significant economic loss when it left homes, cultivations, and mills during the Waikato war of 1863 and 1864 and in the aftermath of the Crown's confiscation of Waikato land in 1864; and
  - 3.3.2 over time these events helped to weaken the identity of Ngāti Koroki Kahukura as a people with effects that continue to be felt to this day.
- 3.4 The Crown acknowledges the detention of the Ngāti Koroki Kahukura rangatira Tioriori without trial in 1863 on the prison hulk "Marion". The Crown's actions in incarcerating Tioriori and his subsequent treatment left Ngāti Koroki Kahukura without leadership in the aftermath of the Waikato war and left the iwi with a sense of shame that has continued to this day.
- 3.5 The Crown acknowledges the cultural significance of Maungatautari and the Waikato River to Ngāti Koroki Kahukura and that Ngāti Koroki Kahukura's spiritual relationship

3: ACKNOWLEDGEMENTS AND APOLOGY

with their ancestral maunga and ancestral awa has been adversely affected by the operation and impact of native land law and other legislation.

3.6 The Crown acknowledges that:

3.6.1 it did not consult Ngāti Koroki Kahukura before introducing native land legislation in 1862; and

3.6.2 the operation and impact of the native land laws, in particular the award of blocks to individuals, and enabling individuals to deal with that land without reference to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This undermined traditional tribal structures of the iwi which were based on collective tribal and hapū custodianship of the land; and the Crown failed to protect those collective tribal structures, which had a prejudicial effect on Ngāti Koroki Kahukura and this was a breach of the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges that:

3.7.1 between 1866 and 1869 Ngāti Koroki Kahukura were awarded interests in several land blocks, including Maungatautari, in the names of only ten owners who were able to act as absolute owners, rather than for or on behalf of Ngāti Koroki Kahukura;

3.7.2 in 1873 some owners of Maungatautari 1 and 2 sold their interests against the wishes of the other owners and the subsequent alienation of these lands caused hardship and conflict within Ngāti Koroki Kahukura; and

3.7.3 the Crown's failure to actively protect the interests of Ngāti Koroki Kahukura in land they may otherwise have wished to retain in communal ownership was a breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges the cumulative effect of the operation and impact of native land laws, and Crown purchasing left Ngāti Koroki Kahukura virtually landless and undermined their economic, social and cultural development. The Crown's failure to ensure Ngāti Koroki Kahukura retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledged in the Waikato-Tainui Raupatu claims (Waikato River) Settlement Act 2010, that Waikato hapū lost rights, interests and mana whakahaere in relation to the Waikato River. The Crown hereby recognises those grievances and also acknowledges:

3.9.1 the particular significance of the Waikato River to Ngāti Koroki Kahukura as a physical and spiritual resource over which Ngāti Koroki Kahukura acted as kaitiaki; and

3.9.2 that the development of hydro electric dams on the parts of the Waikato River within the rohe of Ngāti Koroki Kahukura has been a source of great distress to Ngāti Koroki Kahukura resulting in damage to precious wāhi tapu and historic sites including burial caves.

3.10 The Crown acknowledges the significant contribution to the wealth and development of the nation as a result of the hydro developments constructed on the Waikato River in the Ngāti Koroki Kahukura rohe. The Crown also acknowledges other contributions

3: ACKNOWLEDGEMENTS AND APOLOGY

made by Ngāti Koroki Kahukura over time to the development of the nation including helping to meet the nation's defence obligations in the Second World War. The Crown acknowledges the loss to Ngāti Koroki Kahukura of those who died in the service of their country.

- 3.11 The Crown further acknowledges that over time, Ngāti Koroki Kahukura 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**

- 3.12 The Crown seeks to atone for its wrongs and accordingly offers the following apology to Ngāti Koroki Kahukura and to their ancestors and descendants:

- 3.12.1 the Crown is deeply sorry for its breaches of Te Tiriti o Waitangi and its principles which left Ngāti Koroki Kahukura virtually landless. The loss of land undermined the social and traditional tribal structures of Ngāti Koroki Kahukura, their autonomy and ability to exercise customary rights and responsibilities over customary resources and wāhi tapu including the Waikato River;
- 3.12.2 the Crown profoundly apologises for the hardship endured by Tioriori and Ngāti Koroki Kahukura when the Crown incarcerated him without trial;
- 3.12.3 the Crown also profoundly regrets and unreservedly apologises for the adverse effect that native land laws and other Crown actions have had on the relationship Ngāti Koroki Kahukura has with Maungatautari, its ancestral mountain; and
- 3.12.4 Ngāti Koroki Kahukura has a long tradition of seeking a positive relationship with the Crown and the Crown looks forward to renewing that tradition and building an enduring association of mutual trust and cooperation with Ngāti Koroki Kahukura that is based on respect for Te Tiriti o Waitangi and its principles.



## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 full compensation of Ngāti Koroki Kahukura is not possible;
  - 4.1.3 Ngāti Koroki Kahukura intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Koroki Kahukura and the Crown (in terms of Te Tiriti o Waitangi / the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Koroki Kahukura acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

### SETTLEMENT

- 4.3 Therefore, on and from the settlement date:
- 4.3.1 the historical claims are settled;
  - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 To avoid doubt:
- 4.5.1 clause 4.3 is not intended to extinguish or limit any aboriginal title, or customary rights, that Ngāti Koroki Kahukura may have; and
  - 4.5.2 clause 4.5.1 does not constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists.

### REDRESS

- 4.6 The redress, to be provided in settlement of the historical claims:
- 4.6.1 is intended to benefit Ngāti Koroki Kahukura collectively; but
  - 4.6.2 may benefit particular members, or particular groups of members, of Ngāti Koroki Kahukura if the governance entity so determines in accordance with the governance entity's procedures.

4: SETTLEMENT

**IMPLEMENTATION**

4.7 The settlement legislation will:

4.7.1 on the terms provided by part 3 of the legislative matters schedule settle the historical claims;

4.7.2 on the terms provided by part 4 of the legislative matters schedule:

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

(b) provide that the legislation referred to in paragraph 4.4.2 of the legislative matters schedule does not apply:

(i) to a cultural redress property, the deferred selection property or any RFR land; or

(ii) for the benefit of Ngāti Koroki Kahukura or a representative entity;

(c) require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a cultural redress property, the deferred selection property or any RFR land; and

4.7.3 on the terms provided by part 13 of the legislative matters schedule:

(a) provide that the rule against perpetuities and the Perpetuities Act 1964 does not:

(i) apply to a settlement document; or

(ii) prescribe or restrict the period during which:

(I) the trustees of the Taumatawiwi Trust, being the governance entity, may hold or deal with property; and

(II) the Taumatawiwi Trust may exist; and

(b) 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 actions in relation to the settlement.

## 5 CULTURAL REDRESS: GENERAL

### CULTURAL INTERESTS OF NGĀTI KOROKI KAHUKURA

- 5.1 The Crown acknowledges that:
- 5.1.1 Ngāti Koroki Kahukura holds dominant mana whenua, ahi kā roa, mana whakahaere and kaitiaki status within the homeland rohe of Ngāti Koroki Kahukura which encompasses:
- (a) the Pukekura, Horahora and Maungatautari land blocks;
  - (b) the Waikato River within the Karapiro to Lake Arapuni sub-catchment; and
  - (c) Maungatautari maunga; and
- 5.1.2 Ngāti Koroki Kahukura is a River Iwi.
- 5.2 The cultural redress in this part of this deed recognises the cultural interests of Ngāti Koroki Kahukura in the areas referred to in clause 5.1.1(a).
- 5.3 The cultural redress in part 6 of this deed recognises the cultural interests of Ngāti Koroki Kahukura in the Waikato River and its catchment.
- 5.4 Part 6 of this deed gives effect to the acknowledgement in clause 5.1.2 by providing mechanisms for the cultural interests of Ngāti Koroki Kahukura in the Waikato River and its catchment to be represented through the Waikato Raupatu River Trust.
- 5.5 The cultural redress in part 7 of this deed takes into account the cultural interests of Ngāti Koroki Kahukura in the tupuna tūtohu whenua, Maungatautari.
- 5.6 The Crown is aware of memoranda of understanding, which it considers are non-binding, between Ngāti Koroki Kahukura and other iwi with interests in the Ngāti Koroki Kahukura area of interest, dated 8 May 2008 and 19 June 2010.

### STATUTORY ACKNOWLEDGEMENT

- 5.7 The settlement legislation will, on the terms provided by part 5 of the legislative matters schedule:
- 5.7.1 provide the Crown's acknowledgement of the statements by Ngāti Koroki Kahukura of their particular cultural, spiritual, historical, and traditional association with the following areas:
- (a) Little Waipā Recreation Reserve (as shown on deed plan OTS-180-14);
  - (b) Whitehall Estate site (as shown on deed plan OTS-180-15);
  - (c) Pōkaiwhenua Stream marginal strip site (as shown on deed plan OTS-180-17);
  - (d) Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27);



5: CULTURAL REDRESS: GENERAL

- (e) Lake Arapuni (as shown on deed plan OTS-180-28); and
- (f) Lake Karapiro (as shown on deed plan OTS-180-29);

5.7.2 require:

- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust (Pouhere Taonga) to have regard to the statutory acknowledgement;
- (b) relevant consent authorities to forward to the governance entity:
  - (i) summaries of resource consent applications affecting an area; or
  - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

5.7.3 enable the governance entity, and any member of Ngāti Koroki Kahukura, to cite the statutory acknowledgement as evidence of the association of Ngāti Koroki Kahukura with an area;

5.7.4 enable the governance entity to waive the rights specified in clause 5.7.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (Pouhere Taonga) (as the case may be); and

5.7.5 require that any notice given pursuant to clause 5.7.4 include a description of the extent and duration of any such waiver of rights.

5.8 The statements of association are in the documents schedule.

**DEED OF RECOGNITION**

5.9 The Crown must, by or on the settlement date, provide the governance entity with a copy of each of the following:

5.9.1 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

- (a) Pōkaiwhenua Stream marginal strip site (as shown on deed plan OTS-180-17); and
- (b) Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27);

5.9.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to:

- (a) Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27);

5: CULTURAL REDRESS: GENERAL

- (b) Lake Arapuni (as shown on deed plan OTS-180-28); and
- (c) Lake Karapiro (as shown on deed plan OTS-180-29).

- 5.10 Each area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
- 5.11 The deed of recognition will provide 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 an area that the deed relates to:
- 5.11.1 consult the governance entity; and
  - 5.11.2 have regard to its views concerning the association of Ngāti Koroki Kahukura with the area as described in a statement of association.

**FORM AND EFFECT OF DEED OF RECOGNITION**

- 5.12 The deed of recognition will be:
- 5.12.1 in the form in the documents schedule; and
  - 5.12.2 issued under, and subject to, the terms provided by part 5 of the legislative matters schedule.
- 5.13 A failure by the Crown to comply with the deed of recognition is a breach of the deed of recognition but is not a breach of this deed of settlement.

**APPOINTMENT TO MANAGE WHITEHALL ESTATE SITE MARGINAL STRIP**

- 5.14 The settlement legislation will provide that the governance entity is appointed as the manager of the Whitehall Estate site marginal strip as if that appointment were made under section 24H of the Conservation Act 1987.

**CULTURAL REDRESS PROPERTIES**

- 5.15 The settlement legislation will vest in the governance entity on the settlement date:

**In fee simple**

- 5.15.1 the fee simple estate in each of the following sites:
- (a) Oreipunga;
  - (b) Puahue;
  - (c) Tau Pakanga; and
  - (d) Tunakawa;

5: CULTURAL REDRESS: GENERAL

**As a local purpose reserve**

- 5.15.2 the fee simple estate in Pukeatua Cemetery as a local purpose (cemetery) reserve, with the Waipa District Council as the administering body;

**As a recreation reserve**

- 5.15.3 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity and Waipa District Council as the joint administering body for the reserve;

(a) Taumatawiwi; and

(b) Waikaukau;

**As a scenic reserve**

- 5.15.4 the fee simple estate in each of the following sites as a scenic reserve, with the governance entity and the Waipa District Council as the joint administering body for the reserve:

(a) Te Reti; and

(b) Koroki Kahukura ki Hinuera;

**As a Māori reservation**

- 5.16 the fee simple estate in the following sites as a Māori reservation:

5.16.1 Ara Hinerua;

5.16.2 Kohi Wheua;

5.16.3 Motu Aratau;

5.16.4 Waitoa;

5.16.5 Whanatangi and Ihaia;

5.16.6 Koroki Kahukura ki Piarere;

5.16.7 Te Kiwa and Te Uira; and

5.16.8 Horahora Island.

**MĀORI RESERVATION PROVISIONS**

- 5.17 For the purpose of recognising and taking into account the cultural and historical significance to Ngāti Koroki Kahukura of the cultural redress properties referred to in clause 5.16, the settlement legislation will provide that those sites will be set apart on the settlement date as individual Māori reservations as if they were set apart under section 338(1) of Te Ture Whenua Māori Act 1993:

- 5.17.1 as places of cultural and historical interest to Ngāti Koroki Kahukura; and

5: CULTURAL REDRESS: GENERAL

- 5.17.2 to be held by the governance entity for the common use and benefit of Ngāti Koroki Kahukura on the terms of trust set out in paragraph 6.21.3 of the legislative matters schedule.
- 5.18 Taumatawiwi, Waikaukau and Koroki Kahukura ki Hinuera are sites that feature prominently in, and are central to, the culture and traditions of Ngāti Koroki Kahukura.

**GENERAL PROVISIONS**

- 5.19 The settlement legislation will provide that:
- 5.19.1 clauses 5.15.3(a), 5.16.1, 5.16.2, 5.16.5, 5.16.6, 5.16.7, and 5.16.8 are each subject to the governance entity complying with paragraph 7.3.1 of the legislative matters schedule; and
- 5.19.2 clauses 5.15.3(b), 5.16.3 and 5.16.4 are each subject to the governance entity complying with paragraph 7.3.2 of the legislative matters schedule.
- 5.20 Each cultural redress property is to be:
- 5.20.1 as described in part 15 of the legislative matters schedule; and
- 5.20.2 vested on the terms provided by:
- (a) parts 6, 7 and 8 of the legislative matters schedule; and
- (b) part 2 of the property redress schedule; and
- 5.20.3 subject to any encumbrances, or other documentation, in relation to that property:
- (a) referred to in part 6 and 15 of the legislative matters schedule; and
- (b) required by the settlement legislation.

**FUNDING FOR CULTURAL INITIATIVES**

- 5.21 The Crown will, as soon as reasonably practicable but in any event no later than 10 business days after the date of this deed, make the following payments to the governance entity as redress in settlement of historical claims:
- 5.21.1 \$25,000, which has been calculated with regard to the fact that the governance entity may, at its discretion, apply some or all of such amount to a research project into the ancestor Tioriori and other significant Ngāti Koroki Kahukura ancestors;
- 5.21.2 \$25,000, which has been calculated with regard to the fact that the governance entity may, at its discretion, apply some or all of such amount to the creation and erection of pou markers at sites of significance to Ngāti Koroki Kahukura; and
- 5.21.3 \$600,000, which has been calculated with regard to the fact that the governance entity may, at its discretion, apply some or all of such amount to "Te Manawa o Matariki", a tangata whenua facility at Lake Karapiro Domain.

5: CULTURAL REDRESS: GENERAL

**LETTERS OF INTRODUCTION**

5.22 No later than 3 months after the date of this deed, the Minister for Treaty of Waitangi Negotiations will write to the entities named in 5.23 to:

5.22.1 advise that the Crown has entered into a deed of settlement with Ngāti Koroki Kahukura and introduce the governance entity and the Ngāti Koroki Kahukura Trust; and

5.22.2 provide a map of the Ngāti Koroki Kahukura area of interest and encourage those entities to establish an ongoing relationship with Ngāti Koroki Kahukura when undertaking functions or exercising powers in this area.

5.23 The entities referred to in 5.22 are the:

5.23.1 Department of Conservation;

5.23.2 Ministry for Primary Industries;

5.23.3 Ministry of Business, Innovation and Employment;

5.23.4 Ministry of Education;

5.23.5 Ministry of Health;

5.23.6 Ministry of Justice;

5.23.7 New Zealand Police;

5.23.8 Ministry of Social Development;

5.23.9 Ministry of Transport;

5.23.10 New Zealand Historic Places Trust (Pouhere Taonga);

5.23.11 Waikato Regional Council (Environment Waikato);

5.23.12 Waipa District Council;

5.23.13 South Waikato District Council;

5.23.14 Matamata-Piako District Council;

5.23.15 Mighty River Power Limited;

5.23.16 Transpower New Zealand Limited; and

5.23.17 New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

**CULTURAL PAYMENT**

5.24 As soon as reasonably practicable but in any event no later than 10 business days after the date of this deed, the Crown will pay to the governance entity as redress in settlement of the historical claims the following cash payments:

**5: CULTURAL REDRESS: GENERAL**

- 5.24.1 \$405,800 calculated having regard to the fact that the Crown is limited in the number of cultural redress properties that can be included in the settlement; and
- 5.24.2 \$2,671,000 calculated having regard to the fact that the governance entity may, at its discretion, apply some or all of such amount towards cultural activities.

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

- 5.25 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: WAIKATO RIVER

### BACKGROUND

6.1 The provisions of this part 6:

6.1.1 recognise the cultural interests of Ngāti Koroki Kahukura in the Waikato River and its catchment; and

6.1.2 give effect to the acknowledgement in clause 5.1.2 by providing mechanisms for the cultural interests of Ngāti Koroki Kahukura in the Waikato River and its catchment to be represented through the Waikato Raupatu River Trust.

6.2 To avoid doubt, the parties record that:

6.2.1 under clauses 13.7 and 13.8 of the Raukawa Waikato River Deed the Crown and the Raukawa Settlement Trust made the following acknowledgements:

"13.7 The Crown acknowledges that Ngāti Koroki Kahukura is not included within the definition of Raukawa or the mandate of the Raukawa Trust Board or the Raukawa Settlement Trust and, therefore, this deed does not provide for the interests of Ngāti Koroki Kahukura in relation to the Waikato River. Ngāti Koroki Kahukura has a significant relationship with the Waikato River, particularly between Karapiro and Arapuni. The Crown and Raukawa acknowledge that, in relation to the Waikato River where Ngāti Koroki Kahukura has interests, Ngāti Koroki Kahukura should be consulted or engaged with by the Crown, local authorities and other persons in its own right and, in particular, for the purposes of the Resource Management Act 1991, Ngāti Koroki Kahukura is an affected person.

13.8 Nothing in this deed or the Raukawa co-management legislation, including in the co-management arrangements arising out of this deed such as the Upper Waikato River integrated management plan or the regulations under part 7, will:

13.8.1 displace or otherwise derogate from:

- (a) the tikanga of Raukawa or other River iwi; or
- (b) any agreements or arrangements between Raukawa or other River iwi and the Crown, local authorities, statutory authorities or any other person; or

13.8.2 preclude or otherwise limit the ability of the Raukawa or other River iwi to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person,

although the parties acknowledge their commitment to the co-management framework including working collaboratively with each other, other River iwi, local authorities, statutory entities and other persons."

6: CULTURAL REDRESS: WAIKATO RIVER

- 6.2.2 nothing in the Upper Waikato River deeds and legislation:
- (a) displaces or otherwise derogates from:
    - (i) the tikanga of Ngāti Koroki Kahukura;
    - (ii) the interests of Ngāti Koroki Kahukura referred to in clause 5.1;
    - (iii) any agreements or arrangements between Ngāti Koroki Kahukura and the Crown, local authorities, statutory authorities or any other person; or
  - (b) precludes or otherwise limits the ability of Ngāti Koroki Kahukura to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person;
- 6.2.3 nothing in this deed displaces any agreements or arrangements between the iwi who are parties to the Waikato River deeds and the Crown, local authorities, statutory authorities or any other person;
- 6.2.4 nothing in this deed precludes the iwi who are parties to the Waikato River deeds from entering into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person;
- 6.2.5 subject to this part, nothing in this deed limits any agreements 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
- 6.2.6 nothing in this deed displaces or otherwise derogates from the tikanga or interests of any River iwi.

**STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO NGĀTI KOROKI KAHUKURA**

- 6.3 The Crown recognises the following statement of significance of the Waikato River to Ngāti Koroki Kahukura:
- 6.3.1 Maungatautari and the Waikato River are regarded by Ngāti Koroki Kahukura as tūpuna and living taonga.
  - 6.3.2 Maungatautari was named by the Tohunga (High Priest) Rakataura on board Tainui waka and both Koroki and Kahukura are his direct descendants. Waikato was named by Hoturoa the Tumu Ariki (Highest Chief) and captain of the Tainui waka. Again both Koroki and Kahukura are his direct descendants.
  - 6.3.3 The world view of Ngāti Koroki Kahukura with regard to these tūpuna tūtohu whenua (ancestral environmental sites) is amplified in the Maimai Aroha (Song of sorrow) composed by King Taawhiao Pootatau Te Wherowhero, the second Māori King. A particular verse is:

'Kaaore i aarika a Maungatautari, a Maungaakawa ooku puke maunga he taonga tuku iho'



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*The plentiful bounties of Maungatautari and Maungākawa, the hills of my inheritance handed down unto me*

and:

'Tooku awa koiora, ko oona pikonga he kura tangihia o te mataamuri'

*My river of life, each curve more beautiful than the last.*

- 6.3.4 To Ngāti Koroki Kahukura the Waikato River is a single indivisible being that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.
- 6.3.5 Ngāti Koroki Kahukura is inextricably bound to the awa tupuna by virtue of whakapapa which derives from the creation stories of Ranginui and Papatūānuku. This interconnectedness lies at the heart of the way Ngāti Koroki Kahukura view the world and our waterways and is the basis of kaitiakitanga which dictates, among other things, that the mauri of waterways must be respected as a matter of priority. The awa tupuna has traditional healing powers and a significant spiritual relevance for Ngāti Koroki Kahukura who regard the awa as a source of mana and an indicator of their own mauri or well-being. The awa also provided physical sustenance. Its waters enabled lands to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded water fowl and aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The awa tupuna was the principal communications link and highway of trade and transport taking Ngāti Koroki Kahukura wheat, flax and potatoes as far as Auckland to be exported to Sydney and the Americas.
- 6.3.6 Maungatautari and Waikato continue to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and are inextricably linked to the identity of Ngāti Koroki Kahukura. Maungatautari and Waikato are inseparable and indivisible.

**NGĀTI KOROKI KAHUKURA OBJECTIVES FOR THE WAIKATO RIVER**

**The objectives**

- 6.4 Ngāti Koroki Kahukura may issue objectives for the Waikato River.
- 6.5 The objectives must be consistent with the overarching purpose of the arrangements in relation to the Waikato River to restore and protect the health and wellbeing of the Waikato River for future generations.
- 6.6 Ngāti Koroki Kahukura must:
- 6.6.1 make the Ngāti Koroki Kahukura objectives for the Waikato River available to the public for inspection at the offices of the Taumatawiwi Trust; and
- 6.6.2 give copies of those objectives to:
- (a) the relevant local authorities; and

6: CULTURAL REDRESS: WAIKATO RIVER

(b) the Minister for the Environment.

6.7 The Ngāti Koroki Kahukura objectives become effective when the objectives are made available for inspection pursuant to clauses 6.6.1 and 6.6.2.

**Amendments**

6.8 Ngāti Koroki Kahukura may amend the Ngāti Koroki Kahukura objectives at any time provided that the amendments proposed are consistent with the overarching purpose of the arrangements in relation to the Waikato River to restore and protect the health and wellbeing of the Waikato River for future generations.

6.9 Ngāti Koroki Kahukura must:

6.9.1 make the amended Ngāti Koroki Kahukura objectives for the Waikato River available to the public for inspection at the offices of the Taumatawiwi Trust; and

6.9.2 give copies of the amended objectives to:

(a) the relevant local authorities; and

(b) the Minister for the Environment.

6.10 The amended Ngāti Koroki Kahukura objectives become effective when the amended objectives are made available pursuant to clauses 6.9.1 and 6.9.2.

6.11 On becoming effective, the Ngāti Koroki Kahukura objectives, and any amended objectives, are to be considered iwi objectives for the purposes of section 20(2)(a)(iv) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 21(2)(a)(ii) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

**VISION AND STRATEGY FOR THE WAIKATO RIVER**

6.12 Ngāti Koroki Kahukura endorses the vision and strategy for the Waikato River set out in Schedule 2 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

6.13 Ngāti Koroki Kahukura and the Crown acknowledge that the vision and strategy is:

6.13.1 Te Ture Whaimana o Te Awa o Waikato;

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

6.13.3 given statutory recognition under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 which also provide for reviews of the vision and strategy.

**KARAPIRO TO LAKE ARAPUNI SUB-CATCHMENT**

**Joint management agreements**

- 6.14 For the purposes of this deed, from settlement date the joint management agreements referred to in clause 6.15, whether in force on or after the settlement date, apply also to the Karapiro to Lake Arapuni sub-catchment.
- 6.15 The agreements referred to in clause 6.14 are the joint management agreements between the Waikato Raupatu River Trust and:
- 6.15.1 the Waikato Regional Council; and
  - 6.15.2 the Waipa District Council.
- 6.16 In clauses 6.14 and 6.15 "**joint management agreement**" means an agreement as defined in section 6(3) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.
- 6.17 For the purposes this deed:
- 6.17.1 the South Waikato District Council and the Waikato Raupatu River Trust may agree in writing to enter into a joint management agreement ("**preliminary agreement date**");
  - 6.17.2 a joint management agreement must be generally in the form set out in part 5 of the Schedule of the Waikato-Tainui Deed of Settlement;
  - 6.17.3 sections 42 to 55 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 will apply to a joint management agreement as if those sections were written to apply also to the Karapiro to Lake Arapuni sub-catchment; and
  - 6.17.4 the provisions of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 referred to in clause 6.17.3 will apply with any necessary modifications, including:
    - (a) references to the Waikato River and its catchment mean the Waikato River and its catchment to the extent to which they are within the Karapiro to Lake Arapuni sub-catchment;
    - (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 6.17.1.
- 6.18 To avoid doubt, for the purposes of joint management agreements applying to the Karapiro to Lake Arapuni sub-catchment, clauses 6.14 to 6.17:
- 6.18.1 provide for Ngāti Koroki Kahukura to be represented through the Waikato Raupatu River Trust; and
  - 6.18.2 do not confer or imply additional representation for Ngāti Koroki Kahukura.

6: CULTURAL REDRESS: WAIKATO RIVER

**Accords**

- 6.19 For the purposes of this deed, the conservation accord will apply also to the Karapiro to Lake Arapuni sub-catchment, except for the following provisions of that accord:
- 6.19.1 clause 6.3 (integrated river management plan); and
  - 6.19.2 clause 6.9 (regulations).
- 6.20 Other accords entered into with Waikato-Tainui will apply also to the Karapiro to Lake Arapuni sub-catchment.
- 6.21 For the purposes of clause 6.20, "**other accords**" means:
- 6.21.1 accords entered into pursuant to clauses 9.3 to 9.5 of the Waikato-Tainui Deed of Settlement, excluding the accords with the Minister for Land Information and the Commissioner of Crown Lands referred to in clause 9.3.6 of that deed; and
  - 6.21.2 the Māori Affairs Accord dated 16 November 2009.

**Environmental Plan**

- 6.22 For the purposes of this deed the Waikato-Tainui Environmental Plan prepared under section 39(1) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 will apply also to the Karapiro to Lake Arapuni sub-catchment.

**Fisheries regulations and bylaws**

- 6.23 Any regulations made under section 58(3) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 are not a derogation from:
- 6.23.1 the Ngāti Koroki Kahukura interests referred to in the Crown acknowledgement set out in clause 5.1; or
  - 6.23.2 the Ngāti Koroki Kahukura statement of significance set out in clause 6.3.
- 6.24 Any regulations made under section 93(4) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, to the extent that the regulations apply to the Karapiro to Lake Arapuni sub-catchment, are not a derogation from:
- 6.24.1 the Raukawa interests referred to in part 1 of the Raukawa Waikato River deed; or
  - 6.24.2 the Raukawa statement of significance set out in part 2 of the Raukawa Waikato River deed.
- 6.25 For the purposes of this deed:
- 6.25.1 any regulations made under section 93(3) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 to manage customary fishing on the Waikato River will apply also to the Karapiro to Lake Arapuni sub-catchment;

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- 6.25.2 subject to clauses 6.25.3 and 6.26 to 6.33, any regulations made under section 93(4) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 providing for recommendations to the Minister for Primary Industries for the making of bylaws restricting or prohibiting fishing on the Waikato River will also apply to the Karapiro to Lake Arapuni sub-catchment; and
- 6.25.3 a bylaw under regulations made under section 93(4) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 will take effect in the Karapiro to Lake Arapuni sub-catchment on a date notified in the *Gazette* by the Minister for Primary Industries.

**Process for development of bylaws for Karapiro to Lake Arapuni sub-catchment**

- 6.26 The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 both provide for the making of bylaws restricting or prohibiting fishing on the Waikato River (**fisheries bylaws**).
- 6.27 The purposes of clauses 6.28 to 6.33 is to provide for:
- 6.27.1 a co-ordinated approach to the preparation and proposal of a fisheries bylaw that will apply to the Karapiro to Lake Arapuni sub-catchment; and
- 6.27.2 only one version of a fisheries bylaw to apply to the Karapiro to Lake Arapuni sub-catchment.
- 6.28 The process set out in clauses 6.29 to 6.33 applies where there is an intention to prepare and propose a fisheries bylaw covering all or part of the Karapiro to Lake Arapuni sub-catchment under either:
- 6.28.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; or
- 6.28.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.29 The preparation process for a fisheries bylaw:
- 6.29.1 must involve the following parties:
- (a) the Waikato Raupatu River Trust; and
- (b) the Raukawa Settlement Trust (or nominee) as referred to in section 6(1)(b) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010; and
- 6.29.2 may involve any other relevant trusts referred to in section 6(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010
- (the "**contributing parties**").

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- 6.30 The contributing parties will work together to develop and propose one fisheries bylaw for all or part of the Karapiro to Lake Arapuni sub-catchment as opposed to separate fisheries bylaws applying under:
- 6.30.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - 6.30.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.31 A fisheries bylaw must be consistent with the overarching purpose of:
- 6.31.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - 6.31.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.32 The contributing parties must agree in writing to the form of a fisheries bylaw before it is proposed to the Minister for Primary Industries.
- 6.33 Once a fisheries bylaw is made it is deemed to be made under:
- 6.33.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - 6.33.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

**Conservation regulations**

- 6.34 Regulations made under section 58(1) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 are not a derogation from:
- 6.34.1 the Ngāti Koroki Kahukura interests referred to in the Crown acknowledgement set out in clause 5.1; or
  - 6.34.2 the Ngāti Koroki Kahukura statement of significance set out in clause 6.3.
- 6.35 Regulations made under section 93(1) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, to the extent that the regulations apply to the Karapiro to Lake Arapuni sub-catchment, are not a derogation from:
- 6.35.1 the Raukawa interests referred to in part 1 of the Raukawa Waikato River deed; or
  - 6.35.2 the Raukawa statement of significance set out in part 2 of the Raukawa Waikato River deed.

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**Integrated River Management Plans**

- 6.36 Subject to clause 6.37, when preparing the Upper Waikato River Integrated Management Plan under section 37(2) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, the entities referred to in that section will, to the extent that plan applies to the Karapiro to Lake Arapuni sub-catchment, recognise and provide for:
- 6.36.1 the Ngāti Koroki Kahukura interests referred to in the Crown acknowledgement set out in clause 5.1; and
  - 6.36.2 the Ngāti Koroki Kahukura statement of significance set out in clause 6.3.
- 6.37 When preparing the conservation component of the Upper Waikato River Integrated Management Plan under section 37(2) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, the entities referred to in that section will, to the extent that plan applies to the Karapiro to Lake Arapuni sub-catchment, have particular regard to:
- 6.37.1 the Ngāti Koroki Kahukura interests referred to in the Crown acknowledgement set out in clause 5.1; and
  - 6.37.2 the Ngāti Koroki Kahukura statement of significance set out in clause 6.3.
- 6.38 Subject to clause 6.39 when preparing the Integrated River Management Plan under section 36(1) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, the entities referred to in that section will, to the extent that plan applies to the Karapiro to Lake Arapuni sub-catchment, recognise and provide for:
- 6.38.1 the Raukawa interests referred to in part 1 of the Raukawa Waikato River deed; and
  - 6.38.2 the Raukawa statement of significance set out in part 2 of the Raukawa Waikato River deed.
- 6.39 When preparing the conservation component of the Integrated River Management Plan under section 36(1) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, the entities referred to in that section will, to the extent that plan applies to the Karapiro to Lake Arapuni sub-catchment, have particular regard to:
- 6.39.1 the Raukawa interests referred to in part 1 of the Raukawa Waikato River deed; and
  - 6.39.2 the Raukawa statement of significance set out in part 2 of the Raukawa Waikato River deed.

**Process for development of fisheries component of the integrated river management plan for the Karapiro to Lake Arapuni sub-catchment**

- 6.40 The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 both provide for an integrated river management plan which includes a fisheries component ("fisheries component").

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- 6.41 The purposes of clauses 6.42 to 6.47 is to provide for:
- 6.41.1 a co-ordinated approach to the preparation and agreement of a fisheries component that will apply to the Karapiro to Lake Arapuni sub-catchment; and
  - 6.41.2 only one version of a fisheries component to apply to the Karapiro to Lake Arapuni sub-catchment.
- 6.42 The process set out in clauses 6.43 to 6.47 applies when there is an intention to prepare and propose a fisheries component covering the Karapiro to Lake Arapuni sub-catchment under either:
- 6.42.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; or
  - 6.42.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.43 The preparation process for a fisheries component:
- 6.43.1 must involve the following parties:
    - (a) the Waikato Raupatu River Trust;
    - (b) the Raukawa Settlement Trust (or nominee) as referred to in section 6(1)(b) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010; and
    - (c) the Ministry for Primary Industries; and
  - 6.43.2 may involve any other relevant trusts referred to in section 6(1) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010  
(the "**contributing parties**").
- 6.44 The contributing parties will work together to develop and agree one fisheries component for the Karapiro to Lake Arapuni sub-catchment as opposed to separate fisheries components applying under:
- 6.44.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - 6.44.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.45 A fisheries component must be consistent with the overarching purpose of and provisions relating to the integrated river management plan under:
- 6.45.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - 6.45.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.
- 6.46 The contributing parties must agree in writing to the form of a fisheries component before it becomes part of the integrated river management plans under clause 6.47.



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6.47 Once a fisheries component is agreed it is deemed to be a part of the integrated river management plan under the following Acts and in accordance with the terms of those Acts:

6.47.1 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and

6.47.2 the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

**Settlement legislation**

6.48 The settlement legislation will provide for the matters set out in:

6.48.1 clause 5.1 (Crown acknowledgement);

6.48.2 clause 6.3 (statement of significance);

6.48.3 clauses 6.4 to 6.11 (Ngāti Koroki Kahukura objectives for the Waikato River);

6.48.4 clauses 6.14 to 6.47 (Karapiro to Lake Arapuni sub-catchment).



## 7 CULTURAL REDRESS: MAUNGATAUTARI

### INTRODUCTION

- 7.1 By virtue of whakapapa that derives from the creation stories of humankind in Māori cosmology, mountains are conceptualised as living beings, ancestors with their own mauri, mana and tapu. Virtually every mountain in the land is central to the identity and mana of an iwi. So it is with Maungatautari and Ngāti Koroki Kahukura.
- 7.2 Maungatautari is a native forest-covered andesitic volcano. Maungatautari is 797 metres in height at its highest point and has three peaks - Te Akatārere (727 metres), Pukeatua (753 metres) and Maungatautari (797 metres). The mountain and its forested slopes are a defining feature of the natural landscape south of Cambridge in the Waikato. Geologists say Maungatautari has stood over the Karapiro valley for 1.8 million years.
- 7.3 Maungatautari was named by Rakataura, the celebrated Tohunga of the Tainui waka, and has been central to the culture and customs of countless generations of the iwi, whānau and hapū who settled around it.
- 7.4 Streams from the mountain all flow into the Waikato River system. Those on the southern, eastern and northern parts of the mountain flow directly into the Waikato River while those on the western slopes flow first into the Waipā River, which joins the Waikato River at Ngāruawāhia. Water quality in the streams on the mountain is high.

### CHRONOLOGY OF TE HAPORI O MAUNGATAUTARI

- 7.5 Maungatautari has a long and rich human history. Te hapori o Maungatautari is a community of multiple generations and stages spanning many centuries. The following chronology, which is drawn from popular writing and oral history:<sup>1</sup>
- 7.5.1 provides context for the arrangements set out in this part and is not intended to have any legal effect; and
- 7.5.2 provides an outline of te hapori o Maungatautari from its earliest times to the present, including some of the human dynamics and interactions that have shaped te hapori o Maungatautari; and
- 7.5.3 illustrates how Ngāti Koroki Kahukura has maintained their ahi kā roa (continuous occupation) in and around Maungatautari for centuries.

#### 1300 - Ko ngā waka tūpuna

- 7.6 Ngāti Koroki Kahukura consider 1300 to be the approximate time of arrival of the third migration from Hawaiki. Members of the iwi who today comprise an integral part of te hapori o Maungatautari trace their whakapapa to the waka of this period. The Tainui waka arrived on the east coast of Aotearoa at Whangaparāoa at this time. The captain of the Tainui waka, Hoturoa, and his people sailed up the coast to Waitematā then made their way to the west coast.

<sup>1</sup> The key source for material is *Te Ihingārangi* by Te Kaapo Clark and Lyn Tairi which can be found, with other information, on the Maungatautari Marae website [www.maungatautarimarae.co.nz/hitori](http://www.maungatautarimarae.co.nz/hitori).

**1400 - Ko Ngāti Kahupungapunga**

- 7.7 The 1400s is the period in which the story of two very significant ancestors unfolds. Tāwhao, a descendant of Hoturoa who lived at Whāingaroa, married Punuiatakore and Marutehiakina, who were sisters. Marutehiakina gave birth to a son, Whatihua, just before Punuiatakore gave birth to her son, Tūrongo. Sibling rivalry culminated in Whatihua winning over Tūrongo's fiancée, Ruapūtahanga, and marrying her.
- 7.8 Tūrongo left Whāingaroa and travelled to Heretaunga (Hawkes Bay) where he fell in love with Mahinārangī. When Mahinārangī and Tūrongo were married, Tūrongo returned home and built a kāinga near Ōtorohanga. He named his new house Rangiātea in memory of the homeland in Hawaiki. Mahinārangī, who was pregnant, travelled to join Tūrongo, stopping at Ōkoroire (near Matamata) to give birth to their son, Raukawa.
- 7.9 The Maungatautari area was occupied by Ngāti Kahupungapunga.
- 7.10 After the birth of Raukawa, Mahinārangī continued her journey. Tūrongo met his family and took them home to Rangiātea where they lived peacefully with their neighbours. Tūrongo and Mahinārangī are commemorated by the houses that bear their names and stand side by side at Tūrangawaewae Marae.

**1500 - Ko Ngāti Kahupungapunga**

- 7.11 During this period, Ngāti Kahupungapunga had many settlements along the Waikato River, including at the place now known as Karapiro. Towards the end of the century hostilities broke out between Ngāti Kahupungapunga and people from the Tainui waka who had made their way inland. The last of a number of battles was fought at Pōhaturoa on Lake Whakamaru. Tainui people took over the lands of Ngāti Kahupungapunga.
- 7.12 During this time descendants of Uenukuwhāngai, youngest son of Whatihua and Ruapūtahanga, settled on the western slopes of Maungatautari near Puahue and later on the northern side through Roto-o-rangi.

**1600 - Ko Ngāti Raukawa**

- 7.13 Te Ihingarangi, grandson of Raukawa, and son of Rereahu and Rangiānewa, originally lived near Ōtorohanga. Just before his death, Rereahu, passed his mana and leadership to Maniapoto, the younger half-brother to Te Ihingarangi. Te Ihingarangi moved his people to Maungatautari and built a home above the Waikato River in an area now known as Te Tiki o Te Ihingarangi.
- 7.14 There, Te Ihingarangi married Ringa-ariari and they had a son named Te Kurī. Te Ihingarangi, in later life, returned to Waipā. But Te Kurī remained in the Maungatautari area and married Whakamaungarangi, a descendant of Uenukuwhāngai. Te Ihingarangi's people lived on the northern slopes of Maungatautari, spreading north through Karapiro and down the Waikato River towards Kirikiriroa.
- 7.15 The wider Maungatautari area including the area now known as Karapiro, grew in importance. Strategically it was a good defensive position. Hilltop pā like Te Tiki o Te Ihingarangi commanded views of the Waikato basin. The area was also rich in food resources. Birds, especially kererū, and berries, especially tawa, taraira and hīnau, were plentiful in the forests. The swampy lowlands and the river provided flax, water fowl and eels.

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- 7.16 It was also during this period that Koroki came to prominence. Koroki was directly descended from both Uenukuwhāngai and Te Ihingarangi. Both great-grandfathers of Koroki (Tukorehe and Te Kurī) were born in the shadow of Maungatautari. Koroki lived on the south side of the Waikato River near Cambridge. Taowhakaio, a Ngāti Kauwhata cousin of Koroki, lived on the northern bank of the river.
- 7.17 According to Ngāti Koroki Kahukura oral history conflict arose between Koroki and Taowhakaio resulting in Ngāti Kauwhata leaving the area.
- 7.18 Koroki married two sisters, Kahurere and Tūmataura, who were granddaughters of Tama-inu-po from Whatawhata. Tūmataura and Koroki had two sons, Hape and Hauā. Ngāti Koroki are descended through Hape, and Ngāti Hauā through Haua. From Wairere, Kahurere and Tūmataura's father, Ngāti Wairere, are descended.

**1700 - Ko Ngāti Raukawa**

- 7.19 During the 18th century the Maungatautari/Karapiro area was relatively peaceful and settled. Ngāti Raukawa lived in this area at the beginning of this period. One identifiable kāinga of Ngāti Raukawa was Haowhenua. Hape's descendants spread along the southern side of the Waikato River, while Haua's spread along the northern side and across to Matamata.

**1800 - Ko Ngāti Raukawa, Ngāti Koroki, Ngāti Wairere, Ngāti Hauā**

- 7.20 The introduction of muskets disrupted relationships between iwi and hapū across New Zealand. As a result of this conflict a number of iwi and hapū entered the Maungatautari area with the permission of Ngāti Koroki Kahukura and Ngāti Hauā. In the 1820s Te Rauparaha, whose mother was of Ngāti Raukawa from Maungatautari, migrated south from his home at Kāwhia with Ngāti Kauwhata.
- 7.21 In 1830 a pivotal battle ensued between Ngāti Koroki Kahukura and others at Taumatawīwī. As a result of the battle at Taumatawīwī, the mana of Ngāti Koroki Kahukura in the Maungatautari and Karapiro region has been retained ever since. Te Waharoa of Ngāti Hauā, who led the battle had an association with the area through a common ancestor, Koroki, entrusted the kindred Ngāti Koroki tribe with the guardianship of the mountain and its surrounds.
- 7.22 Before returning, Te Waharoa burnt at the base of a large outcrop of rocks the bodies of the warriors who had been killed in the battle so they would not fall into enemy hands. The burning produced a strong odour. It is from this incident that Karapiro gets its name: Karā means rock and piro means smell or odour. This site and the rocks remain a wāhi tapu for Ngāti Koroki and Ngāti Hauā. The rocks were flooded in order to create the Karapiro Dam and later detonated and destroyed to facilitate international rowing competitions on Lake Karapiro in 1978. A piece of those rocks is now situated at Maungatautari Marae and others at Karapiro Domain.
- 7.23 From this time Ngāti Koroki and Ngāti Kahukura have continued to live in and around the Maungatautari and Karapiro areas.
- 7.24 The European missionaries visited the area in 1834.
- 7.25 During the 1840s and 1850s, Ngāti Koroki flourished and prospered. Throughout the area they had extensive cultivations of wheat and potatoes and raised cattle and pigs for trade. A prominent missionary recorded in December 1842 that he 'walked several miles through native cultivations and wheat fields of very considerable extent'. By 1857

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Wharetūrere, one of the principal kāinga, had a stock yard for cattle, a chapel, a mill house, plough, carts and immense wheat plantations.

- 7.26 Wharetūrere also had its own courthouse. This belonged to Tioriori, the principal chief of Ngāti Koroki, who had been appointed as an assessor to administer law and order in the Maungatautari area. Tioriori also travelled around the Waikato and to Taranaki with Wiremu Tamihana as peacemakers.
- 7.27 There were many kāinga that were inhabited in the area. They included: Ngā Totara, Te Wera a te Atua, Ihapa and Wharepapa, Mahuroa, Taurau, Motoa, Parapara, Tapaekairangi (probably Kairangi), Waipapa, Tauaroa, Kuruaro, Te Tapae and Ruapekapeka.
- 7.28 Cultivation sites in the area included Te Manehu, Mangaroa (where the present marae is), Wareareki, Te Kakara, Wairengapoka and Te Reiwa. Department of Conservation archaeological site records show evidence of pits in the Pukekura region and along the river, near the Hauoira Stream. There were probably many more, but time and pastures have obliterated them. These pits were used for the storage of food, especially kūmara.
- 7.29 In 1846 and 1852 Ngāti Koroki built flour mills to cope with growing harvests. A naturalist passed by Maungatautari in early May 1840. An attempt by him to climb the mountain was thwarted by the dense bush. In May of 1859, a geologist and explorer visited Maungatautari and stayed at Wharetūrere as the guest of Tioriori.
- 7.30 On the southern slopes of Maungatautari, the district now known as Pukeatua, the first European visitor, a member of Governor Hobson's staff, who stayed overnight at Araītaha Pā in 1842. In 1856 a trading store was set up about half a mile from Wharetūrere. At that time Maungatautari had large food plantations including raspberries and peach trees.
- 7.31 By 1859 the situation had begun to change. Disputes over land sales had arisen in Taranaki. Tension was also increasing in the Waikato over land and the establishment the Māori King Movement in 1858. Hostilities broke out after colonial forces crossed the Mangatawhiri River at Meremere on 12 July 1863.
- 7.32 Tioriori was captured at the battle of Rangiriri on 21 November 1863, having been wounded whilst assisting a wounded British officer of the colonial forces. Governor Grey lobbied Ministers of the Crown unsuccessfully for Tioriori to be given a conditional pardon and to be released on parole. Grey argued that the release of Tioriori might also help to end hostilities, as Tioriori was in favour of peace. Tioriori was held on board the ship until June 1864, when his poor health saw him paroled to a house in Auckland.
- 7.33 In early April 1864, Crown forces had encamped below the pā at Te Tiki-o-Te Ihingarangi, near Wharetūrere. A significant Māori force was entrenched there but safely evacuated the pā at night three days after the Crown troops arrived. Colonial forces subsequently built a redoubt on the upper pā at Te Tiki-o-Te Ihingarangi. Ngāti Koroki Kahukura traditions recall that the members of the iwi, having exhausted their supplies, were compelled to retreat inland into the bush clad ranges of Maungatautari, abandoning their homes and becoming isolated from their ancestral river and wāhi tapu.
- 7.34 Ngāti Koroki probably returned within the year when peace was negotiated and the aukati (confiscation) boundary line drawn up. In December 1864, Governor George

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Grey signed a proclamation authorising the confiscation of 1,202,172 acres of Waikato land. Later 314,364 acres were returned, leaving 887,908 acres confiscated. The Aukati Line ran through the middle of the Pukekura range, above Karapiro, with all the land to the north being confiscated. The local militia built a redoubt above Te Tiki o Te Ihingarangi, and an uneasy peace prevailed. The kāinga destroyed by the troops were not inhabited again. Te Wera a te Atua was not destroyed and was reoccupied. New homes were established at Tioriori and Taane.

- 7.35 Tioriori never fully recovered from the war, although he did continue his rounds with Tamihana. He had lost a great deal of land by the confiscation. Also, as the Weekly News said in his obituary, "being kept in prison is a great punishment for a Māori chief, and [Tioriori] never quite recovered his influence and spirits". Tioriori died on Friday, 6 September 1867 at Maungatautari.
- 7.36 A town was proposed for Te Tiki o Te Ihingarangi, but because paddle steamers could not travel that far up the Waikato River and turn around safely, the town was established, instead, at Cambridge. In 1865 soldiers of the 3rd Waikato militia were allotted town acres and farms. Three days of sports followed at Pukekura, on the flat below the redoubt at Te Tiki o Te Ihingarangi. A water reservoir was later built on the site of the redoubt at Te Tiki o Te Ihingarangi and remains there to the present time.
- 7.37 Māori land, including that land remaining in Ngāti Koroki Kahukura control following the raupatu, became subject to native land laws from the early 1860s. The Native Land Court was established by the Native Lands Act 1862, and further modified by the Native Lands Act 1865. The Court was tasked with determining the ownership of Māori land 'according to Native custom' and the conversion of customary land titles into titles derived from the Crown. The Crown expected that this land title reform would facilitate alienation and eventually lead Māori to abandon the collective structures of their traditional land holdings.
- 7.38 Throughout the remainder of the 1860s, 1870s and 1880s regular visits to the Native Land Courts at Cambridge and Kihikihi were necessary to establish ownership of the Pukekura, Puahue and Maungatautari blocks. Many disputes arose over the land, hence the necessity for several investigations of ownership over the years.
- 7.39 Unsuccessful applicants disputed the Court's findings. Others disputed the right of the named owners to treat the land as their absolute property rather than property held on trust for all members of the hapū. Disputes also arose with European lessees and purchasers. There are reports of Māori homes and cultivations being destroyed and to considerable and costly litigation which, in turn, led to Māori having their personal property, such as horses, saddles, bridles, harnesses, buggies, ploughs and harrows, seized and sold and having to sell land to defray costs.
- 7.40 When the ownership of the Maungatautari block was first established in 1871, European land buyers began in earnest to procure the land with one syndicate purchasing 8,000 acres. Ngāti Koroki retained some land at the foot of the mountain, around their kāinga, Tioriori, Taane, Te Wera a te Atua and Wharepapa.
- 7.41 The people still grew crops of maize, oats and potatoes, according to a visitor to the area in December 1873. The crops grown would have been cultivated to feed visitors now, rather than trade. The flour mills lay idle and an effort to get them going again in the late 1880s failed.
- 7.42 The 1870s were the period of the formation of the large land companies in the area. One company acquired large areas of Horahora, on the lower mountain slopes and

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plateaux. Māori continued to resist settlement of their lands. This culminated in their burning of the bridge across the Waikato at Aniwaniwa in 1881.

- 7.43 Another company also acquired 8000 acres of Maungatautari (district). This too, was subject to considerable resistance by local Māori. However, the depression of the 1880s signalled the end for these large estates and by 1887 they were collapsing. The formation of the Assets Realization Board in 1895 enabled the land held by such large companies to be subdivided and sold to European settlers.
- 7.44 Formal European settlement into the Maungatautari area commenced with Pukeatua in 1888, then Horahora in 1896 and Maungatautari in 1899. Gradually, European ownership of the land increased. Farms with pasture took the place of Māori cultivations and bush was cleared from the lower slopes of Maungatautari. Schools and halls were built in the early years to serve the needs of the settlers.
- 7.45 In January 1874 there was a very large hui, which was probably called to discuss issues and to find solutions to the ever-increasing settler demand for land. Many such hui took place at Maungatautari during the 1870-1890 period. One meeting in 1873 urged the people to "stop selling land, stop leasing land, stop road-making [and] stop erecting telegraph wires".
- 7.46 Maungatautari became the main centre for Kīngitanga activity, so much so that by 1886 a bank, Te Peeke o Aotearoa, had been established in the area to meet the monetary needs of the King movement and its treasury and to express the financial autonomy of the Māori people. The bank was set up under the auspices of Tāwhiao and operated at Parawera, Maungatautari and Maungakawa.
- 7.47 By the 1890s the land that Ngāti Koroki had left was individualised into whānau blocks. Where crops had once been grown and consumed communally families were beginning to maintain their own individual plots of grain.

**1900 - Ko Ngāti Koroki, Ngāti Hauā, Ngāti Wairere**

- 7.48 The early part of the century was notable for a smallpox outbreak in the Maungatautari community in 1913 which particularly affected the Māori population.
- 7.49 With the purchase of the Pukekura Block, there was no longer Māori occupation of the Karapiro area. During this century many Ngāti Koroki moved away in search of employment. But hui such as tangi, weddings, 21st birthdays and land meetings draw large numbers of whānau who call Maungatautari home. Ngāti Hauā remained concentrated around Matamata and Ngāti Wairere around Hukanui.
- 7.50 In the early years of the twentieth century, the Waihi Gold-mining Company built the first hydro-electric power station on the Waikato River at Horahora. At about the same time they sank a test shaft into the mountain to explore possibilities of gold production. The gold, which exists, was not in payable quantities. Again, in the late 1970s, the possibility of mining the mountain for gold was raised, with the argument that more efficient methods of extraction could prove to be profitable.
- 7.51 The Ministry of Works' decision to build a hydro dam at Arapuni in 1924 helped to reinforce the relationship between Ngāti Koroki, Ngāti Hauā and Ngāti Wairere when their workers came to Arapuni seeking work. Work on the dam was completed in 1929.
- 7.52 Karapiro was started in 1940, but work on the dam was suspended in 1942 because of the Second World War. The dam was finally completed in 1947.

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- 7.53 Taupua Winikerei, Tewi Tairi, Temeera Heke, Te Tireni Tairi, Wina Taute, Tewha Winikerei, Tuwhakaraua Taute, Percy Taute and Piiwhi Pouaka from Ngāti Koroki are some of the men who worked on the dam construction. They, along with their families, lived at the village specially constructed to accommodate the workers. After the dam was completed, many moved on to work on the next dam project. Maraetai (first generated power in 1952), Whakamaru (1956), Atiamuri (1958), Waipapa and Ohakuri (1961) and Aratiatia (1964) were all hydro dam projects on the Waikato River.
- 7.54 Land development schemes with tax incentives and grants, gave more encouragement to the conversion of bush to pasture. Sheep and beef farming predominated until the infrastructure for the dairy industry was established after the First World War. To the north and east of Maungatautari the many Māori kāinga and pā such as Taumāihi on the summit of Oreipunga, Raukura, Waniwani and Taane among others are now only survived by the Ngāti Koroki Kahukura marae of Maungatautari and Pōhara. To the west and south Parāwera alone remains.
- 7.55 As early as 1912, it was proposed that Maungatautari be set aside as a reserve due to its value for climatic and water conservation purposes. However, it was not until 1927 that it was proclaimed a scenic reserve under the Scenery Preservation Act 1903.
- 7.56 At that time the Matamata, Waipa and Waikato County Councils, together with the Cambridge Borough Council and the Leamington Town Board, purchased 1,557.63 hectares of land on the mountain. Matamata and Waipa County Councils managed the reserve jointly as the reserve straddled the boundary of the two counties.
- 7.57 These councils and town boards were replaced by district councils in 1989. Associated boundary adjustments mean that the Maungatautari Reserve today sits wholly within the Waipā district. The Waipa District Council is the administering body that controls and manages the Maungatautari Scenic Reserve pursuant to section 28 of the Reserves Act 1977.
- 7.58 Since 1927, the various bodies with management responsibilities for Maungatautari, including the Crown, have added further pieces of land to the reserve so that it now covers its current area.
- 7.59 With some exceptions, the forest canopy on Maungatautari has remained largely intact throughout the time of human occupation in the area. Rimu and tawa have been milled from the privately owned lower parts of the mountain in private ownership. Some of these areas on the lower parts of the mountain have been purchased and added to the Maungatautari Scenic Reserve.
- 7.60 In the 1970s, the Wildlife Service of the Department of Internal Affairs assigned a national habitat ranking of high to outstanding to the forest of Maungatautari on the basis of the recorded presence of North Island kōkako, long tailed bat, possibly short tailed bat and a wide variety of more common forest birds.
- 7.61 In 1996 the people of Ngāti Koroki and Ngāti Kahukura held a reunion to confirm their allegiance to the Kīngitanga and to bring the people of Maungatautari and Pohara together again as Ngāti Koroki Kahukura.

**2000 - Ko Ngāti Koroki Kahukura, Ngāti Hauā, Ngāti Wairere**

- 7.62 Ngāti Koroki Kahukura still live in and around Maungatautari and maintain ahi kā roa. Because of their undying passion for their ancestral mountain and as part of their responsibility as kaitiaki, Ngāti Koroki Kahukura has played an integral role in the





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Maungatautari ecological island restoration project from its inception in 2001. This internationally recognised restoration project was a local initiative and was established on the scenic reserve (two-thirds of the restoration area) and adjoining Māori freehold land (two-thirds of the balance) and other privately owned land (one-third of the balance).

- 7.63 In November 2003 construction of two enclosures, northern and southern, commenced and, in April 2004, 3,000 school children and supporters held hands around the perimeter of the northern enclosure to mark its completion. Construction of the main pest-proof fence took place between July 2004 and September 2006. When it was completed the fence had a total length of 47 kilometres and enclosed 34 square kilometres making the Maungatautari ecological island the largest ecological restoration project in New Zealand.
- 7.64 The Maungatautari ecological island has been cleared of mammalian pests such as stoats, possums, cats, rats, rabbits and deer. Constant effort is required to keep the ecological island pest free and to maintain the fence. This is managed with a dedicated group of volunteers who patrol and monitor the fence and an electronic surveillance system has been installed.
- 7.65 Ngāti Koroki Kahukura have continued to be a strong supporter of the project. A Ngāti Koroki Kahukura tribal member gifted land to the project which became known as the Tautari Wetland. The project has achieved a number of notable milestones including re-establishing populations of kiwi, takahē, kōkopu, hihi, kākāriki, tuatara and North Island robin. Discoveries have included centuries old beech trees, Hochstetter's frogs and Duvaucel's gecko (which had not been sighted on mainland New Zealand for more than 100 years). The native beetle population has increased by 300%. The creation and maintenance of inter-iwi relationships between Ngāti Koroki Kahukura and those iwi who have gifted species to the project have been critical to the success of the restoration project.

**MAUNGATAUTARI AND NGĀTI KOROKI KAHUKURA**

**Statement of Significance of Maungatautari to Ngāti Koroki Kahukura**

7.66 Ngāti Koroki Kahukura make the following statement:

- 7.66.1 Maungatautari and the Waikato River continue to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and are inextricably linked to the identity of Ngāti Koroki Kahukura. Maungatautari and Waikato are inseparable and indivisible.
- 7.66.2 Maungatautari is the tupuna maunga and a living taonga to Ngāti Koroki Kahukura. Ngāti Koroki Kahukura is inextricably bound to the maunga by virtue of whakapapa which derives from the creation stories of Ranginui and Papatūānuku. This interconnectedness lies at the heart of the way Ngāti Koroki Kahukura view the world and our taonga and is the basis of kaitiakitanga which dictates, among other things, that the mauri of these taonga must be respected as a matter of priority.
- 7.66.3 Maungatautari was named by the Tohunga, Rakataura, who arrived on board the Tainui waka and from whom Koroki and Kahukura are descended.
- 7.66.4 The maunga has a significant spiritual relevance for Ngāti Koroki Kahukura who regard the maunga as a source of mana and an indicator of their own

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mauri or well-being. The maunga and its forests offered shelter and provided physical sustenance for Ngāti Koroki Kahukura who have maintained ahi kā roa through the turbulence of the 1830s, the last period of large-scale inter-tribal conflict, and have continued to live close to the mountain ever since.

- 7.66.5 The world view of Ngāti Koroki Kahukura with regard to this tupuna tūtohu whenua (ancestral environmental site) is amplified in the Maimai Aroha (Song of sorrow) composed by King Taawhiao Pootatau Te Wherowhero, the second Māori King. A particular verse is:

*Kaaore i aarika a Maungatautari, a Maungaakawa ooku puke maunga he taonga tuku iho.*

*The plentiful bounties of Maungatautari and Maungaakawa, the hills of my inheritance handed down unto me.*

- 7.66.6 The people of Ngāti Koroki Kahukura are tangata whenua of Maungatautari in the full sense of what it means to be tangata whenua in accordance with their customs and culture.

**Acknowledgement by the Crown**

- 7.67 The Maungatautari Mountain Scenic Reserve is situated within the homeland rohe of Ngāti Koroki Kahukura referred to in the acknowledgement made by the Crown in clause 5.1.
- 7.68 The Crown acknowledges the leadership and generosity of Ngāti Koroki Kahukura in agreeing that the settlement of the historical claims of Ngāti Koroki Kahukura will provide for the fee simple estate in the land within the Maungatautari Mountain Scenic Reserve to be held by "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari".

**MAUNGATAUTARI AND OTHER IWI**

- 7.69 The parties acknowledge that Maungatautari is significant, too, for Ngāti Hauā, Raukawa and Waikato-Tainui who maintain associations with Maungatautari in accordance with their tikanga.

**RECOGNITION OF CUSTOMARY INTERESTS**

- 7.70 The Registrar-General of Land must record on any computer freehold register for the Maungatautari Mountain Scenic Reserve that Ngāti Koroki Kahukura, Ngāti Hauā, Raukawa and Waikato-Tainui have spiritual, ancestral, cultural, customary and historical interests in the land within the Maungatautari Mountain Scenic Reserve.
- 7.71 When carrying out functions or exercising powers under the settlement legislation or the Reserves Act 1977 in relation to the Maungatautari Mountain Scenic Reserve the persons carrying out those functions or exercising those powers must:

7.71.1 consider and give significant weight to:

- (a) the interests referred to in clause 7.70;
- (b) the statement of significance set out in clause 7.66;

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- (c) other statements related to the significance of Maungatautari contained in deeds of settlement entered into between the Crown and Ngāti Hauā, Raukawa and Waikato-Tainui or in settlement legislation giving effect to those deeds; and
  - (d) the Crown acknowledgement set out in clause 5.1;
- 7.71.2 carry out the function or exercise the power in a manner that:
- (a) is not inconsistent with the matters considered under clause 7.71.1;
  - (b) does not compromise or cause a known wāhi tapu site, archaeological site, site of habitation, or site of cultural significance to be destroyed, damaged or modified; and
- 7.71.3 when complying with clause 7.71.2(a), make a written statement describing how the matters considered under clause 7.71.1 have been reflected in the manner that the function has been carried out or the power has been exercised.
- 7.72 The obligations under clause 7.71 apply to the extent that they are consistent with the purpose of the enactment under which the function is carried out or the power is exercised.
- 7.73 The recording of interests under clause 7.70 does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, the Maungatautari Mountain Scenic Reserve.

**MAUNGATAUTARI MOUNTAIN SCENIC RESERVE**

**Ownership by te hapori o Maungatautari**

- 7.74 The **"Maungatautari Mountain Scenic Reserve"** means the land described by that name in part 16 of the legislative matters schedule.
- 7.75 On and from the settlement date the fee simple estate in the Maungatautari Mountain Scenic Reserve will be held by:
- "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari".
- 7.76 In clause 7.75:
- 7.76.1 **"iwi with customary interests in Maungatautari"** includes Ngāti Koroki Kahukura, Ngāti Hauā, Raukawa and Waikato-Tainui;
  - 7.76.2 **"members of the wider community connected with Maungatautari"** means those persons who, through proximity or sustained and positive involvement and association, consider themselves to be members of the Maungatautari community.
- 7.77 "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" must not:

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- 7.77.1 transfer or otherwise dispose of the Maungatautari Mountain Scenic Reserve;  
or
- 7.77.2 mortgage, or give a security interest in, the Maungatautari Mountain Scenic Reserve.
- 7.78 Subject to clauses 7.88 and 7.89 (exchanges), the reserve status of the Maungatautari Mountain Scenic Reserve must not be revoked but may be reclassified in accordance with the Reserves Act 1977.

**Registration**

- 7.79 To the extent that the Maungatautari Mountain Scenic Reserve is all of the land contained in a computer freehold register, the Registrar-General of Land must, on written application by the Director-General:
- 7.79.1 register "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" as the proprietor of the fee simple estate in the land; and
- 7.79.2 notify on the computer freehold register for the Maungatautari Mountain Scenic Reserve that the land is subject to this part 7 of this deed and the provisions of the settlement legislation giving effect to this part 7.
- 7.80 To the extent that clause 7.79 does not apply to the Maungatautari Mountain Scenic Reserve, the Registrar-General of Land must, in accordance with a written application by the Director-General:
- 7.80.1 create one or more computer freehold registers for the fee simple estate in the land in the name of "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari";
- 7.80.2 notify on the computer freehold register that the land is subject to this part 7 of this deed and the provisions of the settlement legislation giving effect to this part; and
- 7.80.3 record on the register or registers any interests that are registered, notified, or notifiable and that are described in the application.
- 7.81 If any part of the Maungatautari Mountain Scenic Reserve is no longer subject to reservation as a reserve under the Reserves Act 1977 as the result of an exchange in accordance with clauses 7.88 and 7.89 the Registrar-General must ensure that the notations referred to in clauses 7.79.2 and 7.80.2 remain only on any computer freehold register for the part of the Maungatautari Mountain Scenic Reserve that remains subject to reservation as a reserve under the Reserves Act 1977.
- 7.82 Clause 7.80 is subject to the completion of any survey necessary to complete a computer freehold register.
- 7.83 A written application required to give effect to clauses 7.79 and 7.80 must be made by the Director-General no later than 24 months after the settlement date or any later date agreed in writing by the Crown and the governance entity.

**Public enjoyment and continuation of reserve status**

7.84 The Maungatautari Mountain Scenic Reserve:

7.84.1 shall be held for the use and enjoyment of the people of New Zealand; and

7.84.2 remains a scenic reserve under the Reserves Act 1977 unless that reserve status is reclassified under that Act.

7.85 Clause 7.84.1 does not of itself create any right on which a cause of action may be founded.

7.86 For the purposes of clause 7.84:

7.86.1 the Minister of Conservation continues to have, in relation to the Maungatautari Mountain Scenic Reserve, the functions, obligations and powers that the Minister has under the Reserves Act 1977 in relation to a reserve vested in the Crown; and

7.86.2 the Waipa District Council continues to be appointed as the administering body of the Maungatautari Mountain Scenic Reserve:

(a) as if appointed under section 28 of the Reserves Act 1977; and

(b) unless the council's appointment as the administering body is revoked by the Minister of Conservation under section 28(2) of that Act.

7.87 Clause 7.86.1 does not entitle the Minister of Conservation to exercise:

7.87.1 the power under section 26 of the Reserves Act 1977 to vest the reserve in other entities or persons;

7.87.2 the power under section 24 of the Reserves Act 1977 to revoke the reservation of the land as a reserve; nor

7.87.3 the power under section 15 of the Reserves Act 1977 to exchange the land comprising the reserve or part of it unless the Minister has complied with clause 7.88.

7.88 Despite clause 7.87.3, the Minister of Conservation may authorise the exchange of part of the Maungatautari Mountain Scenic Reserve in accordance with section 15 of the Reserves Act 1977 but only if the Minister has the written consent of the authorised representatives of "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" to do so.

7.89 If the Minister of Conservation authorises an exchange in accordance with clause 7.88:

7.89.1 the fee simple in the part of the reserve that is exchanged:

(a) ceases to be held by "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari"; and

7: CULTURAL REDRESS: MAUNGATAUTARI

- (b) is no longer subject to the provisions of the settlement legislation relating to the Maungatautari Mountain Scenic Reserve or to the Reserves Act 1977; and

7.89.2 on and from the exchange:

- (a) the fee simple in the land acquired by way of exchange is held by "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari"; and
- (b) the land acquired by way of exchange is held as part of the Maungatautari Mountain Scenic Reserve subject to:
  - (i) the same reserve classification and administration regime as that which applied to the land given in exchange; and
  - (ii) the settlement legislation and the Reserves Act 1977.

7.90 No later than six months after the settlement date the administering body for the Maungatautari Mountain Scenic Reserve must commence a review of the management plan for the reserve.

7.91 When reviewing the management plan for the Maungatautari Mountain Scenic Reserve under clause 7.90 the administering body must:

7.91.1 follow the procedure specified in subsections (5) and (6) of section 41 of the Reserves Act 1977 as if the review were the preparation of a management plan; and

7.91.2 form a reference group with the governance entity to assist with the conduct of the review.

**Existing rights and obligations**

7.92 "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" holds the fee simple estate in the Maungatautari Mountain Scenic Reserve subject to and together with any encumbrances existing on the settlement date.

7.93 All arrangements entered into prior to the settlement date between the administering body and third parties in relation to the management of the Maungatautari Mountain Scenic Reserve (including, without limitation, arrangements relating to infrastructure for activities on the reserve) remain unaffected by the "Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" becoming the holder of the fee simple estate in the Maungatautari Mountain Scenic Reserve.

7.94 Any interest under a lease, licence, permit, easement, or statutory authorisation (including any right to a renewal or extension of that interest) granted in respect of the Maungatautari Mountain Scenic Reserve that is in effect immediately prior to the settlement date will continue, so far as it is lawful, to have effect according to its tenor and, despite the operation of clause 7.75, the grantor of such lease, licence, permit,

7: CULTURAL REDRESS: MAUNGATAUTARI

easement, or statutory authorisation immediately prior to the settlement date will continue to be treated as the grantor.

- 7.95 Any person who, immediately prior to the settlement date, has an interest in any structure fixed to, or under or over, the Maungatautari Mountain Scenic Reserve will continue to have that interest in the structure as personal property until the person's interest is changed by a disposition or by operation of law.
- 7.96 A bylaw, prohibition, or restriction on use or access in relation to the Maungatautari Mountain Scenic Reserve made or granted prior to the settlement date under the Reserves Act 1977 or the Conservation Act 1987 by the administering body or the Minister of Conservation will remain in force until it expires or is revoked under applicable legislation.
- 7.97 Despite any enactment or rule of law, no person may claim an interest in the Maungatautari Mountain Scenic Reserve on the ground of adverse possession or prescriptive title.
- 7.98 Despite clause 7.75, the Crown continues to have, in relation to the Maungatautari Mountain Scenic Reserve, the rights and obligations of the holder of the fee simple estate, including any obligations that the holder of the fee simple estate would have in respect of occupational health and safety, building, climate change or rating liability legislation.

**Extension of reserve to other lands**

- 7.99 Subject to the written agreement of the authorised representatives, additional parcels of land may be transferred to, or vested in, "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari".
- 7.100 If at any time any additional parcels of land are transferred to, or vested in, "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari":
- 7.100.1 the additional parcels of land are to be held as part of the Maungatautari Mountain Scenic Reserve subject to:
- (a) the same reserve classification and administration regime as applies to the Maungatautari Mountain Scenic Reserve; and
  - (b) the settlement legislation and the Reserves Act 1977; and
- 7.100.2 the rights and obligations of the Crown under clause 7.98 will apply to the additional parcels of land.

**Authorised representatives**

- 7.101 If, as the holder of an estate in fee simple in the Maungatautari Mountain Scenic Reserve, "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" is required to sign or enter into any deed, contract or other instrument in relation to the Maungatautari Mountain Scenic Reserve, not being an action that is required or authorised to be carried out by the administering body for

7: CULTURAL REDRESS: MAUNGATAUTARI

the Maungatautari Mountain Scenic Reserve or by the Minister pursuant to clause 7.86, it shall do so by its authorised representatives.

7.102 For the purposes of clause 7.101 the authorised representatives of “Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari” are, ex officio:

7.102.1 the chairperson of the Taumatawiwi Trust;

7.102.2 the chairperson of the Ngāti Hauā Trust Board or the Board's successor;

7.102.3 the chairperson of the Raukawa Settlement Trust;

7.102.4 the chairperson of Te Arataura; and

7.102.5 the mayor of the Waipa District Council.

7.103 If at any time an entity referred to in clauses 7.102.1 to 7.102.4 and 7.104 has more than one chairperson only one of them may carry out the functions and duties of an authorised representative.

7.104 If the Crown and Ngāti Hauā enter into a deed of settlement then upon that deed becoming unconditional the person referred to in clause 7.102.2 ceases to be an authorised representative and the authorised representative will be the chairperson of the governance entity referred to in the Ngāti Hauā deed of settlement.

7.105 Decisions and signatures of the authorised representatives are valid if:

7.105.1 made or executed by a majority that:

(a) comprises not less than four of them; and

(b) includes the mayor of the Waipa District Council; and

7.105.2 all of them were given prior written notice.

7.106 No action will lie against the authorised representatives, or any of them, in respect of anything done or omitted to be done by them in the exercise of their functions unless it is shown that they acted in bad faith or without reasonable care.

7.107 No authorised representative will be personally liable for any liability of “Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari” including, without limitation, any liability or duty of “Te hapori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari” as an owner of land.

7.108 Despite the operation of clause 7.75, the following instruments, if capable of registration under the land Transfer Act 1952, shall be taken to have been validly executed and may be accepted by the Registrar-General of Land accordingly:

7.108.1 an instrument affecting the Maungatautari Mountain Scenic Reserve that is executed by or on behalf of the Crown pursuant to a function, obligation or power under clauses 7.86.1 or 7.88;



7: CULTURAL REDRESS: MAUNGATAUTARI

7.108.2 an instrument affecting the Maungatautari Mountain Scenic Reserve that is executed by the administering body for the Maungatautari Mountain Scenic Reserve pursuant to a function, obligation or power:

- (a) under clause 7.86.2; or
- (b) delegated to the administering body pursuant to section 10 of the Reserves Act 1977; and

7.108.3 an instrument affecting the Maungatautari Mountain Scenic Reserve that is executed by the authorised representatives of "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari" in accordance with clauses 7.101 to 7.103.

7.109 An instrument referred to in clause 7.108 must be accompanied by a certificate given by the party executing the instrument, or a solicitor, verifying that:

7.109.1 the instrument has been executed in accordance with a function, obligation or power authorised or conferred under the settlement legislation or the Reserves Act 1977; and

7.109.2 in the case of an instrument to give effect to an exchange, that clause 7.97 applies.

**Application of other enactments**

7.110 The following provisions, to the extent that they apply to Māori customary land, apply to the Maungatautari Mountain Scenic Reserve which, for the purpose of this clause, is deemed to be Māori customary land:

7.110.1 sections 104, 145 and 342 of Te Ture Whenua Māori Act 1993;

7.110.2 section 28 of the Limitation Act 2010; and

7.110.3 section 8 of the Local Government (Rating) Act 2002.

7.111 The following enactments apply as follows:

*Conservation Act 1987*

7.111.1 the operation of clause 7.75 constitutes a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24, 24A, and 24AA of that Act do not apply to the disposition;

7.111.2 the Registrar-General of Land is to be required to notify on the computer freehold register for the Maungatautari Mountain Scenic Reserve that the land is subject to Part 4A of the Conservation Act 1987 but section 24 of that Act does not apply;

7: CULTURAL REDRESS: MAUNGATAUTARI

7.111.3 if any part of the Maungatautari Mountain Scenic Reserve is no longer subject to reservation as a reserve under the Reserves Act 1977 as the result of an exchange in accordance with clauses 7.88 and 7.89:

- (a) that part of the Maungatautari Mountain Scenic Reserve is no longer exempt from section 24 of the Conservation Act 1987 (other than from subsection (2A) of that section); and
- (b) the Registrar-General of Land must ensure that the notation referred to in clause 7.111.2 remains only on any computer freehold register for the part of the Maungatautari Mountain Scenic Reserve that remains subject to reservation as a reserve under the Reserves Act 1977;

*Resource Management Act 1991*

7.111.4 section 108(9) of the Resource Management Act 1991 will apply to the Maungatautari Mountain Scenic Reserve as if the Maungatautari Mountain Scenic Reserve were Māori freehold land within the meaning of Te Ture Whenua Māori Act 1993;

7.111.5 section 11 and Part 10 of the Resource Management Act 1991 do not apply to the operation of clause 7.75 or any matter incidental to, or required for the purpose of, the operation of clause 7.75;

*Te Ture Whenua Māori Act 1993*

7.111.6 except to the extent provided under clause 7.110.1, nothing in Te Ture Whenua Māori Act 1993 will apply to the Maungatautari Mountain Scenic Reserve; and

*Crown Minerals Act 1991*

7.111.7 the operation of clause 7.75 does not limit sections 10 or 11 of the Crown Minerals Act 1991.

**SETTLEMENT LEGISLATION**

7.112 The settlement legislation will, on the terms set out in part 10 of the legislative matters schedule, provide for the matters set out in clauses 7.66 to 7.111.

## 8 FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

- 8.1 The Crown will pay the governance entity on the settlement date the balance financial and commercial redress amount of \$2,627,000, being the financial and commercial redress amount of \$3,000,000 less:
- 8.1.1 the on-account payment of \$250,000, referred to in clause 8.2; and
  - 8.1.2 the transfer value of the commercial redress property, being \$123,600.

### ON-ACCOUNT PAYMENT

- 8.2 The parties acknowledge that \$250,000 was paid to the governance entity on 19 June 2012, on account of the settlement. The governance entity applied the on-account payment to support the purchase of the Manu Tioriori Visitor Centre.

### COMMERCIAL REDRESS PROPERTY

- 8.3 The Crown will transfer the commercial redress property (being that property listed in part 3 of the property redress schedule and known as Pukeatua School) to the governance entity on the settlement date, on the terms and conditions in part 6 of the property redress schedule.
- 8.4 The transfer of the commercial redress property will be:
- 8.4.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule; and
  - 8.4.2 subject to the governance entity providing to the Crown by or on the effective date the signed memorandum of lease referred to in clause 8.5.
- 8.5 The commercial redress property is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease as set out in part 3 of the documents schedule. As the lease is a registrable ground lease of the property, the governance entity will be purchasing only the bare land, ownership of the improvements remaining unaffected by the purchase.
- 8.6 Clause 8.7 applies in respect of the Pukeatua School House site if, no later than four months after the date of this deed, the board of trustees of the commercial redress property relinquish the beneficial interest it has in the Pukeatua School House site.
- 8.7 If this clause applies to the Pukeatua School House site:
- 8.7.1 the Crown must, within 10 business days of this clause applying, give notice to the governance entity that the beneficial interest in the Pukeatua School House site has been relinquished by the board of trustees;
  - 8.7.2 the commercial redress property will include the Pukeatua School House site;
  - 8.7.3 all references in this deed to the commercial redress property are to be read to include the Pukeatua School House site;

**8: FINANCIAL AND COMMERCIAL REDRESS**

8.7.4 the transfer value for the commercial redress property is the aggregate of the transfer values for the commercial redress property and the Pukeatua School House site; and

8.7.5 as a result of clause 8.7.4:

(a) the amount referred to in clause 8.1.2 is increased to \$132,000; and

(b) the amount the Crown must pay to the governance entity under clause 8.1 is reduced to \$2,618,000.

**DEFERRED SELECTION PROPERTY**

8.8 The governance entity may, at any time during the deferred selection period, purchase the deferred selection property on, and subject to, the terms and conditions in parts 5 and 6 of the property redress schedule.

8.9 The Crown agrees to notify the governance entity in writing as soon as reasonably practicable following the deferred selection property formerly known as Maungatautari School being transferred to the Office of Treaty Settlements.

**SETTLEMENT LEGISLATION**

8.10 The settlement legislation will, on the terms provided by part 11 of the legislative matters schedule, enable the transfer of the deferred selection property.

**RFR FROM THE CROWN**

8.11 The governance entity is to have a right of first refusal in relation to a disposal by the Crown of RFR land.

8.12 The right of first refusal is:

8.12.1 to be on the terms provided by part 12 of the legislative matters schedule; and

8.12.2 in particular, to apply:

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

(b) only if the RFR land is not being disposed of in the circumstances provided by paragraphs 12.10 and 12.11 of the legislative matters schedule.

## 9 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

### SETTLEMENT LEGISLATION

- 9.1 Within 12 months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.
- 9.2 Despite clause 9.1, the Crown will use its best endeavours to propose the draft settlement bill for introduction at the earliest reasonable opportunity.
- 9.3 The draft settlement bill proposed for introduction must:
- 9.3.1 include a preamble;
  - 9.3.2 include all matters required by:
    - (a) this deed; and
    - (b) in particular, the legislative matters schedule; and
  - 9.3.3 be in a form that is satisfactory to the governance entity and the Crown.
- 9.4 Ngāti Koroki Kahukura and the governance entity will support the passage through Parliament of the settlement legislation.

### SETTLEMENT CONDITIONAL

- 9.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 9.6 However, the following provisions of this deed are binding on its signing:
- 9.6.1 clauses 9.4 to 9.10;
  - 9.6.2 part 10 of this deed; and
  - 9.6.3 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

### EFFECT OF THIS DEED

- 9.7 This deed:
- 9.7.1 is "without prejudice" until it becomes unconditional; and
  - 9.7.2 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.
- 9.8 Clause 9.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

**TERMINATION**

- 9.9 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 9.9.1 the settlement legislation has not come into force within 30 months after the date of this deed; and
  - 9.9.2 the terminating party has given the other party at least 40 business days notice of an intention to terminate.
- 9.10 If this deed is terminated in accordance with its provisions:
- 9.10.1 this deed (and the settlement) are at an end;
  - 9.10.2 subject to this clause, this deed does not give rise to any rights or obligations; and
  - 9.10.3 this deed remains "without prejudice", but
  - 9.10.4 the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.



## 10 GENERAL, DEFINITIONS AND INTERPRETATION

### GENERAL

- 10.1 The general matters schedule includes provisions in relation to:
- 10.1.1 the implementation of the settlement;
  - 10.1.2 the Crown's:
    - (a) payment of interest in relation to the settlement; and
    - (b) tax indemnities in relation to redress;
  - 10.1.3 giving notice under this deed or a settlement document;
  - 10.1.4 amending this deed; and
  - 10.1.5 the use of defined terms for geographic names.

### HISTORICAL CLAIMS

- 10.2 In this deed, **historical claims**:

10.2.1 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 Koroki Kahukura, 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;
  - (ii) under legislation;
  - (iii) at common law, including aboriginal title or customary law;
  - (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

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Koroki Kahukura or a representative entity, including the following claim:

- (a) Wai 1494 - Comprehensive Ngāti Koroki Kahukura claim; and

10: GENERAL, DEFINITIONS AND INTERPRETATION

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Koroki Kahukura or a representative entity, including the following claim:

- (a) Wai 443 - Te Rohe Katoa o Ngāti Raukawa claim.

10.3 However, **historical claims** does not include the following claims:

10.3.1 a claim that a member of Ngāti Koroki Kahukura, or a whānau, hapū, or group referred to in clause 10.5.2, 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 10.5.1;

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1; and

10.3.3 Wai 1294 - Ngāti Koroki Kahukura (Transpower claim) dated 14 July 2005.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

**NGĀTI KOROKI KAHUKURA**

10.5 In this deed, **Ngāti Koroki Kahukura** means:

10.5.1 the collective group composed of individuals who descend from one or more of Ngāti Koroki Kahukura tūpuna; and

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:

- (a) Ngāti Waihoru;
- (b) Ngāti Huakatoa;
- (c) Ngāti Ueroa; and
- (d) Ngāti Hourua; and

10.5.3 every individual referred to in clause 10.5.1.

10.6 For the purposes of clause 10.5.1:

10.6.1 a person is **descended** from another person if the first person is descended from the other by:

- (a) birth;
- (b) legal adoption; or
- (c) whāngai or Māori customary adoption in accordance with Ngāti Koroki Kahukura tikanga; and



10: GENERAL, DEFINITIONS AND INTERPRETATION

10.6.2 **Ngāti Koroki Kahukura tūpuna** means an individual who:

- (a) exercised customary rights by virtue of being descended from:
  - (i) Koroki (through Hape) or Kahukura; or
  - (ii) a recognised ancestor of any of the groups referred to in clause 10.5.2; and
- (b) exercised those customary rights predominantly in relation to the area of interest any time after 6 February 1840; and

10.6.3 **customary rights** means rights according to Ngāti Koroki Kahukura tikanga, including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

10.7 To avoid doubt:

10.7.1 an individual is descended from Ngāti Koroki Kahukura tūpuna whether, in accordance with clause 10.6.1(b) or 10.6.1(c), they have been adopted into or out of a family where a parent is descended from Ngāti Koroki Kahukura tūpuna; and

10.7.2 an individual is descended from Ngāti Koroki Kahukura tūpuna if they are a member of a family where a parent is descended from Ngāti Koroki Kahukura tūpuna by virtue of clause 10.7.1.

**MANDATED NEGOTIATORS AND SIGNATORIES**

10.8 In this deed:

10.8.1 **mandated negotiators** means the trustees of the Taumatawiwi Trust; and

10.8.2 **mandated signatories** means the following individuals:

- (a) Karaitiana Mack Tamatea
- (b) Stanley Rahui Papa
- (c) Hinerangi Renee Kara; and
- (d) Steven Lance Wilson.

**ADDITIONAL DEFINITIONS**

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

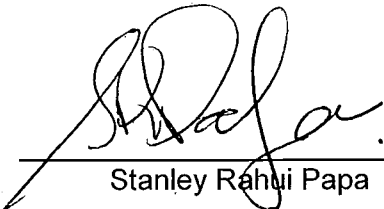
**INTERPRETATION**

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


**SIGNED** as a deed on 20 December 2012

**SIGNED** for and on behalf  
of **NGĀTI KOROKI KAHUKURA**  
by the mandated signatories  
in the presence of:

  
Karaitiana Mack Tamatea

  
Stanley Rāhui Papa

  
Hinerangi Renee Kara

  
Steven Lance Wilson

**WITNESS**



Name: *Linda Teahū*  
Occupation: *Lecturer*  
Address: *Hamilton*

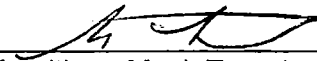
SIGNED by the trustees of the  
TAUMATAWIWI TRUST  
in the presence of:



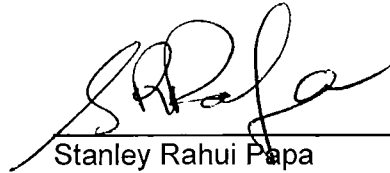
Timothy Taiapa Kara



Ted Taotao Tauroa



Karaitiana Mack Tamatea



Stanley Rahui Papa

WITNESS



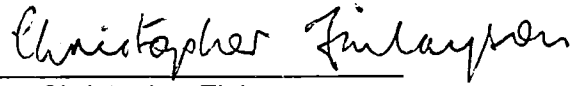
Name: Linda Te Aho

Occupation: Lecturer

Address: Hunter

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 given in part 3  
of the General Matters Schedule of this Deed  
in the presence of:

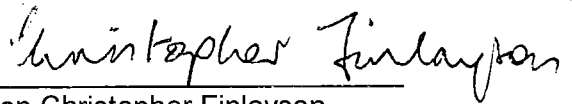
  
Hon Simon William English

WITNESS


  
Name: Louise Upston  
Occupation: MP for Taupo  
Address:

**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 given in part 3  
of the General Matters Schedule of this Deed  
in the presence of:

  
Hon Simon William English

**WITNESS**

  
Name: Louise Upston  
Occupation: MP for Taupo  
Address:



Other witnesses / members of Ngāti Koroki Kahukura who support the settlement

~~Mr~~ Mr. Makoaka Makoaka

E. Karau

S. L. Sat

Ratung Poker

D. Paka

~~Robert Whipple~~  
M K Edwards

RAMARI TALITE-SAMUELS  
~~Samuel~~

~~Dr~~ Dr. Lamson

~~Harold~~ Harold

~~John~~ John

Tiori Tauru

Ararat

~~John~~

J. K. A. Kana

Beth Kekiri (Kava)

John Simon (JD)

Wana Tiouori Simon

Other witnesses / members of Ngāti Koroki Kahukura who support the settlement

Kahunui Kava-Seavande

Rihana

Lee Ann Muntz & Manawara Muntz (moko)

Mikaela Nevon Morgan

Fiona Marianna Morgan

Ezra Montgomery

Haleb Amuri Vano

Linden Takapau Curtis Allen-Vano

Cappri Tamati Middlemiss

Hesley Amelia Tettau. Middlemiss

T. A. G. M. P. / M. I.

Lemua Wirihana

Catrina Middlemiss-Vano

Anneka Kava

Calvin Poka Tomlinson

Other witnesses / members of Ngāti Koroki Kahukura who support the settlement

Pasante Kaitiaki (Kara)  
 Pearene Bennett & Tamango  
 Mary Hemmelen, Kawarua - Kara  
 Te Okoro Winkerei  
 Harmona Hamiora  
 Ritahi Kara  
 Minton  
 Haurangi  
 Maureen Tamara  
 V Papa Kennedy Daniels.  
 Peter  
 A. Puriri (Blacks)  
 Kahumauka Winkerei  
 Alan  
 Judy Wika Papa  
**TAIWERE**  
 Kahukura Rapah  
 Justine Hunnari  
 Sheldon Lemusu  
 Kavini Hunnari-Teleaga  
 Karehapa Teleaga  
 Anika Lemusu  
 Sheldon Lemusu Jnr  
 Naydene Heriwal  
 Paehiapo & Potara Heriwal  
 Meneurapine Lehan  
 Merehara Anne Kara

E. Kara  
 9th Gate  
 La Hari Tekeapo Blanks  
 Rahma Poka  
 Di Polca  
~~Robert W. Edwards~~  
 M K Edwards.  
 Wairi  
 R. Y. Y. Rose Turian  
 E. R. Samuel  
 DAMARI TAUTE-SAMUEL  
 Tior Tauri  
 Waimarie Te Whanui  
 Albert Heke  
 M. A. Kara  
 Beth Te Kiri (Kara)  
 John Simon (JD)  
 Wana Simon (W. Simon)  
 Tiriwa Thompson  
 R. H. Thompson  
 Ashok-Jane Wilcox  
~~Ed. Graham~~  
 Daniel Daniels



Theresa Reti Reti Rutz

Ataului Edwards

Arela Hodge

Melissa

Nathaniel

Mikaela Kupman Tamara

Juilson

Bella Kara

Delany M. Davis

Alex

M. P. ...

M. G. ...

Karena Tanaki

Zeaga Potana Hurimoon

Taraiwa Tairi

Alex ...

JACOB TAIRI

James Kara

ATARAHU WHEKI

Carlson Kerehona Whuhanga

Pete Davis