NGĀTI MARU

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

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 Maru and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngāti Maru; and
- 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 Maru to receive the redress; and
- includes definitions of –
  - the historical claims; and
  - Ngāti Maru; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI MARU

and

THE CROWN

1 BACKGROUND

NGĀTI MARU STATEMENT OF TRADITIONAL HISTORY

BACKGROUND

E muri ahiahi ka totoko te aroha
Wairua o te hanga ka wehe i ahau
Wai te teretere e rere i waho rā?
Nōu e te iwi Hauraki!
E hoki koutou
Ripa ki te whenua ki Tōtara rā ia
Tēnei mātou kei runga i te toka
Mē rauhi mai te wairua kau
Te waka rā e i tātaia mai
Toroa i te wai kia paia atu koe
Hāere ki raro rā ki Hauraki rā ia
Hei mātakitaki mai mā 'ati Maru
Nei ka pae ki Tīkapa Moana

NGĀTI MARU STATEMENT

1. Ngāti Maru proudly bears the name of our eponymous tupuna, Marutūāhu.

2. For it was Te Ngāko (also known as Te Ngākohua) who carried the mana of his father to the iwi of Ngāti Maru. The people of Ngāti Maru also descend from two of the brothers of Te Ngāko – Tamatepō and Taurukapakapa.

3. Te Ngāko was the eldest son of Marutūāhu and Hineūrunga. Te Ngāko married Pareterā, the daughter of his half-brother Tamaterā. Te Ngāko had two sons - Naunau and Kahurautao. It is from these ancestors, their descendants and subsequent alliances that the many hapū of Ngāti Maru spring giving rise to the tribal motto - "Tini whetū ki te rangi, Ko Ngāti Maru ki te whenua" (as the multitude of stars in the heavens, so is Ngāti Maru on the land).

4. Ngāti Maru is an iwi of the Marutūāhu Confederation of Tribes - Ngāti Maru, Ngāti Whanaunga, Ngāti Tamaterā and Ngāti Paoa.

5. The rohe of Ngāti Maru encompasses the area mai Ngā Kuri a Whārei ki Mahurangi or mai Matakana ki Matakana.

THE MARUTŪĀHU CONFEDERATION OF TRIBES

6. A natural starting point for the renowned history of Ngāti Maru is the self-imposed exile from Kāwhia of the Tainui Waka chieftain, Hotunui (11th generation direct descendant of Hoturoa, Ariki of the Tainui Waka). Hotunui was accused by his father-in-law, Mahanga, of stealing seedlings of kumara from the plantations despite there being no basis to the accusation.

7. Such was the gravity of this event that Hotunui made the agonizing decision to leave his home at Kāwhia even though his wife Mihirawhiti was with child. Hotunui left

instructions to name their child Marutūāhu, should he be male, as a lasting reference to the incident.

8. Hotunui journeyed across the island and finally settled with the Hauraki tribe, Te Uri o Pou, at Whakatiwai on the western shores of Tīkapa Moana (Hauraki Gulf).

9. Renowned as a weaver of nets, Hotunui was taken advantage of by these people who treated him like a slave, and was sadly resigned to his reduced circumstances.

10. Mihirawhiti gave birth to a son who was named Marutūāhu. As he grew into manhood, Marutūāhu was placed under instruction and became accomplished in the arts of leadership, husbandry and warfare as befitted his rank, but all the while yearned for his father.

11. Marutūāhu later set out "towards the rising of the sun" as Mihirawhiti had instructed, accompanied by his servant. After many intervening incidents, he eventually found his father living in degrading conditions.

12. Marutūāhu married two sisters, Paremoehau and Hineurunga of Uri o Pou and Kahui Ariki. Seeking the aid of his wives' people, Marutūāhu carried out a ruthless campaign of revenge for his father. Many major battles culminated in the final victory at the battle of Te Uru-Ikapukapuka.

13. Settling with his family at Te Puia pā, the mana lay with Marutūāhu.

14. Following the defeat of Te Uri o Pou, Marutūāhu claimed all the lands bordering the Hauraki Gulf for his descendants by performing the ceremonial rites of Urururu Whenua. This involved reciting traditional karakia and placing sacred tribal taonga such as the mauri effigy (named Marutūāhu) at an inlet of Horuhoru, an island north-east of Waiheke. The name Horuhoru (also known as Gannet Rock) means 'sobbing', a reference to the sounds of tidal movement through the rock crevices. The name Tīkapa refers to one particular rock outcrop and Tīkapa Moana (Hauraki Gulf) derives its name from the islet where the Urururu Whenua took place.

15. There followed a period of relative peace during which the sons of Marutūāhu (Tamatepō, Tamaterā, Whanaunga, Te Ngāko and Taurukapakapa) reached manhood. They became known as the fighting sons of Marutūāhu whose deeds of war were said to "pale the reddened skies at dawn". They and their descendants formed the Marutūāhu Confederation of Tribes, collectively "Marutūāhu" - Ngāti Maru, Ngāti Whanaunga, Ngāti Tamaterā and Ngāti Pāoa.

16. Having established themselves in Hauraki, the sons had taken wives from neighbouring earlier iwi to reinforce the peaceful co-existence with the tāngata whenua.

17. Peace ensued until Waenganui, wife of Taurukapakapa, was murdered by a section of her own iwi at Ōruarangi pā, near Kōpū. Her body was dismembered and distributed among other tribal sections in Hauraki. The Marutūāhu retaliated with great wrath and swiftly conquered Ōruarangi and 22 other pā in the region, but

Taurukapakapa (brother of Te Ngāko) was also murdered by that iwi. It was this particular killing which sparked the rage of his brothers and their descendants, and embroiled them in a war of attrition that lasted over four generations.

18. A systematic campaign was put in motion which saw the Marutūāhu radiating out to all parts of the region.

19. There were brief periods of cessation in hostilities which could have led to peace but further murders, such as those of the Marutūāhu chiefs Kairangatira and Tipa, reignited the fighting. It was during this fighting that the Marutūāhu slayed the last rangatira of the earlier tribe.

20. By this time, the grandsons of Marutūāhu had entered the third generation of the campaign and proved as ruthless as their fathers. While intermarriage with the earlier peoples created common ancestral bloodlines, this did not stay the war.

21. The battles swung to and fro in defeats and victories until Marutūāhu successively overcame their enemies' strongholds with great loss of life. By the end of the 17th century, Marutūāhu were seeking to overcome a last stand of an earlier iwi at Te Matai Pā (at the junction of the Hikutaia and Waihou rivers).

22. The great-grandsons had now also entered the fray beside their elders and battered the pā. There were enormous casualties and when it finally succumbed, two elderly chiefs - Taharua and Taiuru (both grandsons of Marutūāhu) - rose to stop the impending massacre. In a moving address, Taharua recited the genealogies of their ancestors in which were woven the relationship to the defeated iwi. They, who had witnessed the prolonged warfare, condemned its continuance given the original cause of hostilities was now avenged, and if not stayed, would eventually lead to their own destruction.

23. Turning to Te Hihi, their younger half-brother and their own grandsons who were leading the expedition, Taharua implored them to allow the survivors to remain unmolested in the Ohinemuri under his protection. Thus, after a century of bitter warfare, the Marutūāhu tribes established their tribal rohe throughout Hauraki according to their respective tribal divisions. Te Matai pā became one of boundary markers of Ngāti Maru.

24. The Ngāti Maru ancestor, Te Ngāko (son of Marutūāhu and Hineurunga) was about the same age as his half-brother, Whanaunga, who had fought alongside his brothers in the wars. As Ngāti Maru emerged as a distinct iwi within Hauraki, the descendants of Taurukapakapa merged with those of his brothers, principally Ngāti Maru.

25. The deeds of Te Ngāko gave rise to the tribal motto – Ko Te Ngāko ringa whero (Te Ngāko of the red hand) – recognising this chiefly ancestor was known for bravery by his allies and for cruelty by his enemies.

26. In the way of the Marutūāhu, Te Ngāko forged strategic marriages: he married Pareterā, daughter of Tamaterā; and his son, Kahurautao, married Hineterā, grand-

daughter of Tamaterā. Their son, Rautao, was to live an extraordinary life for it was he who changed the tribal landscape of Hauraki, Tauranga Moana, Tāmaki Makaurau and Mahurangi. Rautao, and his brother Whanga, were leading rangatira in the last generation of the long and arduous campaign that culminated at Te Matai.

27. This was not, however, the end of conflict for the Marutūāhu. When the father (Kahurautao) and brother (Kiwi) of Rautao were murdered by Tāmaki iwi, it was Rautao who led the Marutūāhu to avenge their kin and capture the many fortresses throughout Tāmaki Makaurau and Mahurangi. These attacks were also prompted by revenge for the earlier murder of the Marutūāhu taniwha, Ureia. These campaigns led to the settlement of Tāmaki by the Marutūāhu.

28. Further wars by Rautao and his descendants were carried out against Bay of Plenty tribes and in later years their mana over those lands were ongoing causes of tension and conflagration.

29. Not until the initial sallies against the northern tribes in the late 1700s, did Ngāti Maru experience a series of campaigns that eventually led to serious consequences affecting every iwi of Hauraki in the 1820s. Following the murder by northern iwi of the Ngāti Maru chief Hauāuru, there followed a series of major conflicts - Ahurei, the Ngāti Maru chieftain, successfully led his people north, and there followed reciprocal expeditions over thirty years which sparked fierce fires of vengeance on both sides leading up to the incursion into the Marutūāhu rohe by northern iwi in 1821.

30. The northern iwi feigned a peace-making at Te Totara pā after they failed to defeat Ngāti Maru, even with muskets. After cementing "peace", the northern iwi taua feigned a retreat home to the north but returned under cover of night and attacked Ngāti Maru and their Marutūāhu whanaunga and manuhiri with a great loss of life.

31. The tribes of Maru, Pāoa, Whanaunga Tamaterā, Maru and Hei then felt the might of the musket. Most moved inland to settle with their Tainui Waka relatives at Maungatautari and Horotiu and dwelt there for around ten years. During this time, apart from several Marutūāhu excursions back into the Hauraki homelands to settle incursion issues, they also acquitted themselves well in taking part in the wars of their hosts against tribes of other districts.

32. The years before and after 1840 saw Ngāti Maru embroiled in intermittent excursions against neighbouring iwi. These upheavals preceded the settlement by Europeans, which brought about the greatest changes of all. This was to impact upon the whole of the Marutūāhu people and the repercussions have never ceased, continuing to this day.

1: BACKGROUND

NEGOTIATIONS, RATIFICATIONS AND APPROVALS

1.1 Since 2009, there have been negotiations between Ngāti Maru and the Crown towards a Treaty settlement deed for the historical claims of Ngāti Maru.

1.2 Ngāti Maru gave the mandated negotiators a mandate to negotiate a comprehensive settlement of historical Treaty claims of Ngāti Maru with the Crown by three hui-a-iwi in Thames, Auckland and Hamilton held between 13 and 17 March 2011.

1.3 On 20 June 2011, the Crown recognised the mandate.

1.4 The mandated negotiators and the Crown –

1.4.1 entered into an agreement in principle equivalent dated 22 July 2011; and

1.4.2 since the agreement in principle equivalent, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

1.5 On 22 July 2011, Ngāti Maru and the Crown entered into an agreement in principle equivalent that included offers to negotiate redress in respect of –

1.5.1 the properties and areas of ancestral, spiritual and cultural significance to Ngāti Maru including transfers and vestings, overlay classifications, statutory acknowledgements and deeds of recognition; and

1.5.2 other cultural redress including relationship agreements, access to cultural resources, nohoanga and other arrangements and place name changes.

1.6 The following map shows the area within which Ngāti Maru redress is being provided to Ngāti Maru. The map describes the area of interest of Ngāti Maru.

[Map to be inserted once finalised and before this deed of settlement is signed.]

1.7 On [***insert date***], Ngāti Maru and the Crown initialled this deed.

1.8 Ngāti Maru have, by a majority of 96%, ratified and approved, between 2 July 2012 and 10 August 2012, the governance entity receiving the redress to be provided by the Crown to Ngāti Maru in settlement of their historical claims.

1.9 The Crown, on 29 August 2012, recognised that the results of the ratification referred to in clause 1.8 demonstrated sufficient support for the governance entity to receive the redress under this deed.

1.10 Ngāti Maru have, since the initialling of the deed of settlement, by a majority of [ ]%, ratified this deed and approved its signing on their behalf by the mandated negotiators.

1.11 Each majority referred to in clauses 1.8 and 1.10 is of valid votes cast in a ballot by eligible members of Ngāti Maru.

1.12 The governance entity approved entering into [the deed of covenant referred to in clause 1.14.2], and complying with this deed by [***process (resolution of trustees etc)***] on [***date***].

1.13 The Crown is satisfied –

1.13.1 with the ratification and approvals of Ngāti Maru referred to in clauses 1.8 and 1.10; and

1.13.2 with the governance entity's approval referred to in clause 1.12; and

1.13.3 the governance entity is appropriate to receive the Ngāti Maru cultural redress and financial and commercial redress on behalf of Ngāti Maru.

ESTABLISHMENT OF GOVERNANCE ENTITY

1.14 The governance entity –

1.14.1 has been established to receive the redress on behalf of Ngāti Maru;

1.14.2 has executed a deed of covenant in the form attached in part 10 of the documents schedule; and

1.14.3 is treated as having been a party to this deed and must comply with all obligations of the governance entity under this deed.

AGREEMENT

1.15 Therefore, the parties –

1.15.1 wish to enter, in good faith, into this deed; and

1.15.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgements and apology to Ngāti Maru in part 3 are based on this historical account.

INTRODUCTION

2.2 At 1840, Ngāti Maru occupied settlements and exercised customary rights across their rohe generally described in the following pepeha:

"mai Ngā Kuri a Whārei ki Mahurangi"

"mai Matakana ki Matakana"

The rohe of Ngāti Maru spans the areas of Tauranga Moana, Coromandel Peninsula, Hauraki Plains, northern Waikato, Hunua Ranges, South Auckland, Auckland Isthmus, North Shore, Mahurangi, Hauraki Gulf / Tīkapa Moana and the islands of Tīkapa Moana and Te Tai Tamawahine.

2.3 Ngāti Maru suffered land loss at a rapid pace soon after the signing of te Tiriti/the Treaty and were left virtually landless by the early decades of the 20th century.

TE TIRITI O WAITANGI / THE TREATY OF WAITANGI

2.4 Rangatira of Ngāti Maru signed Te Tiriti o Waitangi at Karaka Bay (at the entrance to the Tāmaki River), Coromandel, Mercury Island and Tauranga Moana. Other Ngāti Maru rangatira chose not to sign the Treaty.

PRE-TREATY TRANSACTIONS

2.5 Ngāti Maru negotiated land transactions in Hauraki, Tāmaki Makaurau and islands of the Hauraki Gulf / Tīkapa Moana before the Treaty was signed. Ngāti Maru consider these compacts were made to foster mutual and reciprocal relationships and obligations with settlers, rather than being simple alienations.

2.6 The first pre-Treaty transactions occurred between 1836 and 1839, with Ngāti Maru rangatira negotiating transactions with a missionary, along with other iwi, for a large block between the Tāmaki River in East Auckland and Wairoa River towards Clevedon. The missionary wrote on the back of one of the deeds that the iwi would retain at least one third of the block "for their personal use for ever." The exact size of the transaction has never been definitively established, but the first survey in 1851 put the size of the block at 75,000 acres while a 1948 Royal Commission concluded it was nearly 83,000 acres. Based on those surveys, the one-third area to be returned would have amounted to between 25,000 and 28,000 acres.

2.7 Ngāti Maru was involved in three other significant pre-Treaty transactions between 1838-1839 as follows:

2.7.1 51,000 acres at Piako (December 1839).

2.7.2 Over 24,000 acres at Aotea (Great Barrier Island) (March 1838).

2.7.3 10,000 acres at Hikutaia (November / December 1839).

THE LAND CLAIMS COMMISSION AND CROWN RETENTION OF "SURPLUS" LAND

2.8 In 1840, the Crown established a Land Claims Commission to investigate pre-Treaty land transactions involving private individuals. If the Crown concluded a transaction was valid, it considered Maori ownership of all the land affected by the transaction to have been extinguished. Where the area the Crown considered to have been validly purchased exceeded what it was willing to grant to settlers, Crown policy was to take the balance of the land as "surplus land". This became known as "surplus lands", which policy has long been a source of grievance for Ngāti Maru and other Māori.

Tāmaki

2.9 In 1842, the Land Claims Commission investigated the Tāmaki transaction (approximately 83,000 acres) and concluded it was legitimate but recommended the Crown leave one third of the block in the "undisturbed possession" of Māori. Rather than implement the recommendation, the Crown had a review undertaken by the Commission in 1844 which resulted in a recommendation that the Crown grant 5,500 acres to the settler (missionary). The Crown took the remainder of the land, amounting to more than 78,000 acres as "surplus" but never returned the one-third to iwi.

2.10 The Crown made no assessment of the adequacy of lands remaining in the possession of Ngāti Maru following this appropriation of "surplus land" within their rohe.

2.11 In 1851, the Crown returned some of the "surplus" land to another iwi and paid compensation to other iwi.

2.12 No land was ever reserved by the Crown for Ngāti Maru in the Tāmaki transaction area. Nor, did Ngāti Maru ever receive any compensation.

Aotea

2.13 In 1844, the Land Claims Commission investigated the Aotea transaction and concluded it was legitimate, but recommended no award to the settlers as they had already received the maximum available amount elsewhere. In 1844, however, Governor Fitzroy decided the settlers' claim should be treated as "a special case" because of the large amounts invested for mining purposes. The Crown subsequently issued grants to settlers for the more than 24,000 acres they transacted in northern Aotea.

2.14 No land was ever reserved by the Crown for Ngāti Maru on Aotea.

Hikutaia

2.15 In 1843, the Land Claims Commission investigated the Hikutaia transactions (10,000 acres) and concluded they were legitimate but recommended that the settlers only receive around 1,400 acres. Rather than implement the recommendation, the Crown had a review undertaken by the Commission in 1844 which resulted in a recommendation that the Crown grant a larger area to the settlers (12,000 acres). Governor Fitzroy subsequently issued settler grants of 10,000 acres at Hikutaia.

2.16 Ngāti Maru disputed the boundary of the land claimed by settlers, and a third investigation was undertaken by the Commission under the Land Claims Settlement Act 1856. After visiting Hikutaia in 1859 to hear evidence, the Commission agreed to the settler's request that the investigation be postponed. Rather than returning to Hikutaia as Ngāti Maru expected, the Commission completed its investigation in Auckland in 1862 without their involvement. No evidence has been found that Ngāti Maru ever received notice of the decision to move the hearing to Auckland. Indeed, Ngāti Maru protested they had not been notified of these sittings.

2.17 The Crown accepted the Commission's third recommendation that the settlers be granted over 5,000 acres at Hikutaia.

2.18 Opposition to the boundaries from Ngāti Maru and other iwi resulted in ongoing disputes that escalated into violence between Māori and settlers in 1870. In 1879, following settlers' claims for compensation, a Native Land Court judge investigated the transaction. The judge was highly sympathetic to Ngāti Maru grievances about the disputed boundaries but could make no recommendations because the land was held under a Crown grant.

2.19 Two agreements were reached in 1880 and 1895 following the longstanding protests, with the Crown transferring 410 acres of land to Ngāti Maru (representing 4.1 percent of the transaction area).

PRE-EMPTION WAIVER TRANSACTIONS

2.20 Between March 1844 and November 1845, the Crown granted a number of pre-emption waivers to allow settlers to negotiate land transactions directly with Māori. The Crown originally intended for these transactions to be limited to "only a few hundred acres," and to reserve ten percent of the land ("tenths") from each sale for public purposes, especially for the benefit of Māori.

2.21 Ngāti Maru negotiated transactions on Waiheke and Aotea (Great Barrier Island). Ngāti Maru also considers these compacts were made to foster mutual and reciprocal relationships and obligations with settlers, rather than being simple alienations.

2.22 In 1844, the Crown gave settlers approval to negotiate for land on Aotea (Great Barrier Island). In January and May 1845, three pre-emption waiver certificates were issued to a settler for areas of land at Okahuiti on Waiheke.

2.23 Later in 1845, the Crown stopped issuing pre-emption waiver certificates, and in 1846 it passed an ordinance reneging on the commitment to reserve tenths to Māori. In December 1846, the Land Claims Commission commenced an investigation into these transactions. As with pre-Treaty transactions, the Crown appropriated lands it considered "surplus" to pre-emption waiver transactions.

Waiheke

2.24 In 1848, the settler involved in the Waiheke transaction submitted a claim for 841 acres to the Land Claims Commission under two of the pre-emption waiver certificates. The Land Claims Commission recommended the settler receive £290 worth of scrip. The Crown accepted that the transaction was valid and all the land subject to it became Crown land.

2.25 No land was ever reserved for Ngāti Maru on Waiheke.

Aotea

2.26 The Land Claims Commission investigated the Aotea (Great Barrier Island) transaction (3,500 acres) and rejected the settlers' claim as they had failed to provide the required information within the required period under the Land Claims Ordinance. In 1854 and 1856, the Crown purchased half of Aotea, with Ngāti Maru involved in one of these transactions.

2.27 The settlers had their claim re-examined under the Land Claims Settlement Act 1856. In 1861, the Land Claims Commission awarded the settlers approximately 6,500 acres of the 21,500 acre block they claimed. The Crown took the remaining 15,000 acres as "surplus land".

2.28 The Crown made no assessment of the adequacy of lands remaining in the possession of Ngāti Maru following this acquisition of "surplus land" within their rohe.

2.29 No land was ever reserved for Ngāti Maru on Aotea (Great Barrier Island).

2.30 In 1948, the Surplus Lands Commission recommended Ngāti Maru and other iwi be compensated for some of the surplus land taken on Aotea (Great Barrier Island), and in 1953 the Crown paid compensation of £4,735 to Ngāti Maru and another iwi.

EARLY CROWN PURCHASING

2.31 Crown policy during 1840-65 was to purchase land at a low price from Māori and sell it at much higher prices to settlers provided sufficient land remained available to Māori, and colonial development was to be funded on that basis. Crown officials are likely to have assured Ngāti Maru they would derive significant collateral economic advantages from the growth of European settlement in Tāmaki.

Mahurangi and Omaha

2.32 In June 1840, a Crown official identified the sheltered Mahurangi Harbour and rich kauri forests surrounding it as a good site for a town. When Governor Hobson moved the colony's capital from Russell to Auckland in 1841, Auckland became the main European settlement and the leading commercial port of the new colony. The Crown considered it important to acquire the large tract of land extending north from the Waitematā Harbour to the Mahurangi district for the needs of the new capital.

2.33 In 1841, the Crown completed a transaction with Ngāti Maru and other Marutūāhu iwi for approximately 220,000 acres at Mahurangi and Omaha. In doing so, it was aware of other tribal interests in the region. In entering the Mahurangi transaction, the Crown recognised the customary rights of Ngāti Maru and other Marutūāhu iwi in the area. Marutūāhu rangatira accompanied the Crown surveyor to Te Arai Point to determine the northern boundary of the block. The Crown later paid a Marutūāhu rangatira out of the consideration for the transaction for pointing out the boundaries of the block.

2.34 The Crown agreed to reserve lands from this transaction for Ngāti Maru and other Marutūāhu iwi. During the course of this trip, those Marutūāhu rangatira referred to the reservation of three bays at Matakana harbour for a fishing station. The only reserve that was made was at Awataha and this was alienated by rangatira of another iwi in 1844.

2.35 No other land was reserved for Ngāti Maru.

Saint George's Bay

2.36 In July 1841, the Chief Protector of Aborigines wrote to the Colonial Secretary regarding the Auckland lands occupied when staying in central Auckland by the "Thames Natives", as Ngāti Maru and the Marutūāhu iwi were sometimes called by Pākehā. The Chief Protector advised he "invariably pointed out the east side of Mechanics' Bay as the place proposed by His Excellency the Governor as a reserve for them". The "Thames Natives", he wrote, did not like this location and preferred a location nearer the Chief Protector's residence. He asked the Colonial Secretary to submit this request of the "Thames Natives" to the Governor for his approval.

2.37 Several months later, in January 1842, the Chief Protector noted the "Thames Natives" were residing at Cooper's Bay on land the Crown had sold to settlers. He suggested the Governor reserve a specific allotment at Blackett's Point (in modern-day Parnell) for their needs. The Chief Protector proposed three purposes for the reserve: "First, as a location for the Thames Natives visiting His Excellency the Governor; secondly, for a site on which may be erected a Native church and schoolhouse to which may be attached a cemetery; and, thirdly, that the remaining portion of the allotment be leased, to realise a fund of the support of a Native school". The Surveyor General gave a favourable opinion of the proposal and early the following month the Colonial Secretary advised the Chief Protector that "His Excellency the Governor has been pleased to approve your suggestion" and the Surveyor General had been advised of it. The Colonial Secretary also asked the Chief Protector to "take early steps to carry into effect His Excellency's wishes on this head, and acquaint the Natives of the place assigned to them".

2.38 The Crown did not reserve this land for Ngāti Maru or any other Marutūāhu iwi. In the event, it became an endowment to fund a reserve at Mechanics Bay for the use of all Maori and "poor people" visiting Auckland.

THE COROMANDEL MINING AGREEMENT

2.39 Gold was discovered in Coromandel in 1852. The Crown decided to negotiate with iwi of Hauraki to allow the Crown to manage any discovery of gold on their land. Ngāti Maru and other iwi agreed with the Crown at Patapata in November 1852 that some of their land could be licensed for gold prospecting and mining for three years, with the iwi retaining ownership of the land. Ngāti Maru consider the goldfield agreement entered into with the Crown created a partnership based on these principles.

2.40 The Crown received few applications for miner's licences, but interest in gold mining revived in the 1860s following the Otago gold rush. Mining was undertaken for several years under further agreements between iwi of Hauraki and the Crown.

WAR AND RAUPATU

Hauraki and Waikato

2.41 In the late 1850s, rising tensions between the Crown and some North Island Māori contributed to the rise of the King Movement. Some Ngāti Maru rangatira pursued similar objectives but took a different approach. Iwi traditions record that Ngāti Maru rangatira attended the Kohimarama conference in 1860 where various rangatira declared the Crown had to work with them to preserve the peace. A number of Ngāti Maru supported the kaupapa of a dominant voice for Māori in the development and implementation of policies for the governance of their own communities and control over the provision of land to European settlers. As tensions between Māori and the Crown escalated, the Mangatāwhiri Stream (which is within the rohe of Ngāti Maru) was designated an aukati.

2.42 In mid-1863, Crown forces massed on the northern bank of the Mangatāwhiri Stream. On 12 July 1863, Crown troops crossed the Mangatāwhiri Stream invading the lands south of the aukati, which included Ngāti Maru lands, and initiating war. A number of Ngāti Maru rangatira fought against the Crown during the war, while others did not.

2.43 The Crown considered South Auckland and East Wairoa (areas where Ngāti Maru has customary rights) strategically important because of the need to protect supply lines and settlements in and around Auckland. On 31 October 1863, the Crown imposed a blockade of Tīkapa Moana (Hauraki Gulf) to prevent arms and supplies from reaching the front lines through the Pukorokoro (Miranda) - Mangatāwhiri corridor. All vessels required licences to move goods in the area and could be summarily searched. The Crown dispatched the warships HMS *Sandfly* and HMS *Miranda* to enforce the blockade, and also established several military bases in the district. In November 1863, Crown forces confronted iwi of Hauraki at the Thames estuary. Troops from the HMS *Miranda* shelled and burnt whare and destroyed waka. In January 1864, the HMS *Miranda* left the Hauraki Gulf, and was replaced by HMS *Esk*. In early 1864, crew from the *Esk* intercepted and boarded 19 vessels, nine of which were Māori-owned.

2.44 In March 1864, Ngāti Maru protested at the way the captain of HMS *Esk* shot across the bows of their vessels at sea and then intercepted them, rather than talking to them on shore as the Captain of HMS *Miranda* had done. By that time, Māori around the Firth of Thames had run out of supplies due to the blockade. As stated by a Ngāti Maru rangatira:

> "I speak of [the] time when man of war Eclipse was lying out here. The man of war put a signal asking the boats to come alongside. The Maoris did not understand it so kept on. The man of war fired. The Maoris sheltered behind a rock. The ships boats chased them. They said they were not enemies. They were allowed to go on. At this time the land now before the Court was left uninhabited, that is to say Papaaroha."

2.45 In late 1864 and in the first half of 1865, the HMS *Eclipse* travelled around Tikapa Moana (Hauraki Gulf), and in April 1865 the gunship entered Coromandel harbour on the basis of rumours there was going to be an attack on settlers there, inspired by the Pai Marire missionaries thought to be at Harataunga (Kennedy Bay).

2.46 Ngāti Maru consider the blockade was unprovoked and hostile, and inhibited the legitimate and peaceful movement of Ngāti Maru about their rohe.

2.47 The New Zealand Settlements Act 1863 gave the Crown power to confiscate the lands of Māori deemed to have been "in rebellion against Her Majesty's authority". The legislation provided for a Court to ascertain the compensation due to Māori affected by confiscation who had not taken up arms against the Crown or assisted or supported those who had.

2.48 Most Ngāti Maru who had fought against the Crown returned in November 1863, after the battle of Rangiriri. On 17 December 1864, Governor Grey issued a proclamation announcing his intention to confiscate lands within the Waikato, Pokeno and East Wairoa blocks (all areas where Ngāti Maru has customary rights). He promised land would be returned to Māori who had remained loyal. The Crown proclaimed confiscation blocks in Waikato and Pōkeno on 29 December 1864, and in East Wairoa on 31 January 1865.

2.49 Ngāti Maru shared rights at Paparata, in the East Wairoa raupatu block, and also in the eastern part of the Central Waikato confiscation district. Important sites include Pukorokoro, Koheroa, Maramarua, Ratarua / Rataroa, Waikarakia, Rau o Te Huia, Tekirikiri, Taikaokao, Pukewhakataratara, Whakangutu, Pokaiwhenua, Kaihere, Wairenga, Tangoao, Matahuru, Mangawhara and Pukemore. Some of these were important food gathering areas, or provided other valuable resources.

2.50 In May 1865, the Compensation Court established under the New Zealand Settlements Act considered applications for lands confiscated at East Wairoa and Pokeno. Additional claims were made after the hearing, including those relating to Ngāti Maru and other Marutūāhu iwi rights at Paparata. In September 1865, Ngāti Maru lodged a claim and the Crown later paid £60 in an out-of-court settlement. By 1871 the Crown had returned one block of 100 acres to Ngāti Maru person.

2.51 The Crown also concluded out-of-court settlements for Marutūāhu iwi rights confiscated in the central Waikato confiscation district. The Crown paid Ngāti Maru £130.

TAURANGA MOANA

2.52 Between January and June 1864, the Crown deployed troops to Tauranga Moana. After the war ended, the Crown moved to confiscate much of the land in the Tauranga district, though Governor Grey promised to return three quarters of this land to those who had not been involved in the fighting. On 18 May 1865, the Crown proclaimed a confiscation district of 214,000 acres, and in 1868 the Tauranga District Lands Act confirmed the confiscation of 290,000 acres.

2.53 Ngāti Maru has customary rights in lands which were included in the confiscation district. Some of these interests were located in the Katikati and Te Puna blocks which was part of the confiscated land marked for return to Māori. Late in 1864, the Crown commenced negotiations to acquire the Te Puna and Katikati blocks, which totalled approximately 90,000 acres. The Crown paid a deposit to another iwi for this land in August 1864.

2.54 The Crown arranged an arbitration meeting in June and July 1866 to address disputed interests in the Te Puna and Katikati blocks as between Ngāti Maru and other Marutūāhu iwi as well as other iwi. Each iwi sent representatives and two Crown officials acted as arbitrators. Following this meeting, Ngāti Maru and other Marutūāhu iwi, together with other iwi, signed deeds with the Crown on the Katikati arbitration, and made additional agreements on the Te Puna block.

2.55 The Crown paid Ngāti Maru and Ngāti Tamaterā a total of £1,145 for their customary rights in Te Puna and Katikati. Five pā and urupā were also agreed to be set aside for Ngāti Maru and Ngāti Tamaterā, but the promised reserves were never provided by the Crown.

2.56 No land was ever reserved for Ngāti Maru at Tauranga Moana.

NGĀTI MARU AND THE NATIVE LAND COURT

2.57 The Crown established the Native Land Court under the Native Lands Acts of 1862 and 1865. The preamble of the 1865 Act stated one of the statutory purposes was:

> 'to encourage the extinction of [native] proprietary customs'.

2.58 The role of the Native Land Court was to facilitate the opening up of Māori customary lands to Pākehā settlement and provide a means by which disputes over the ownership of lands could be settled. The court held its first hearings in the Hauraki district in 1865. The Acts that established the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption. Individual Māori listed in the title could alienate interests in the land by lease or sale to private parties or the Crown, once title had been awarded.

2.59 Any Māori could attempt to initiate a title investigation through the Native Land Court by submitting an application. When the court decided to hear an application, all of those

with customary interests needed to participate in the hearing if they wished to be included in the Crown title regardless of whether they wanted a Crown title. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under Māori custom, land was held communally. When Crown titles were awarded to Ngāti Maru lands, interests were generally awarded to named individuals.

2.60 Ngāti Maru wished to retain control of their lands, but their aspirations were undermined by the operation of the Native Land Court, for example the issuing of individualised title. In 1885, Ngāti Maru supported a proposed reform of the land laws. The Native Minister met with the Hauraki Native Committee and other Māori at Thames on 12 February 1885 to discuss the administration of Māori land. The Native Minister announced that Māori committees would now have a much greater role in the process of investigating and managing Māori land. The chairman of the Hauraki Native Committee, Hoani Nahe of Ngāti Maru (and other Marutūāhu iwi), told the Native Minister:

> "They were very pleased to hear that they were to be allowed to manage their lands for themselves. It was his opinion that, if the preliminary investigation of land were gone into by the Native Committee, it would be much easier for the Native Land Court, and thereby the Maoris would be relieved of the expenses they were now put to in attending Court and paying Court fees &c."

These proposals were embodied in the Native Minister's Native Land Disposition Bill, introduced in 1885, but were significantly altered when the bill was enacted as the renamed Native Land Administration Act 1886.

2.61 In 1892 Nahe, along with Hamiora Mangakahia of Ngāti Maru (and other Marutūāhu iwi), represented the committee at the Kotahitanga hui at the Bay of Islands. Mangakahia was among the leaders of the attempt launched in 1895 to boycott the court.

2.62 Native Land Court hearings could impose significant costs on the parties involved. For example, during the 1890s and early 1900s, a number of blocks in which Ngāti Maru had customary rights, on the lower reaches of the Piako River, were subject to prolonged litigation in the Native Land Court and the Native Appellate Court. The costs of this litigation and the expenses associated with bringing the land into the Court led many Ngāti Maru to sell land to the Crown to repay debts imposed on them.

SURVEY COSTS

2.63 The process of taking land through the Native Land Court was expensive; it involved survey liens and hearing costs, and associated travel and accommodation costs. Timber merchants who wanted to complete timber leases frequently paid the survey costs associated with the court's investigation of title, and took liens over the land. This often led to sales as Māori struggled to meet the costs arising from Land Court processes. There were other cases where Ngāti Maru needed to use the proceeds of land sales to pay for the costs of obtaining title, or surrendered land to the Crown to meet survey costs. Examples included the Hihi - Piraunui block.

THAMES FORESHORE AND SEABED

2.64 The foreshore of Thames, like the foreshore and seabed of Hauraki, Tāmaki Makaurau and Mahurangi, and the islands of Tīkapa Moana (Hauraki Gulf) were vital food sources for Ngāti Maru.

2.65 In the late 1860s, miners wished to mark out gold claims below the high water mark of the Thames foreshore. In 1868, they applied to the warden of the Kauaeranga goldfield to approve claims below the low-water mark. The warden declined the applications as the claims were located beyond the high-water mark which was the boundary of the proclaimed goldfield. The Crown instructed the warden to negotiate an agreement for the cession of the land below the low-water mark under the Gold Fields Amendment Act 1868. In 1869, the Crown entered into the Te Hape agreement with Ngāti Maru rangatira which provided for mining on a section of the tidal flats claimed by them, but not ownership of the land. As with other mining agreements, Ngāti Maru were to be paid rent from miners' and residence licences. The Crown then drafted a bill to vest the Thames foreshore in the Crown. The preamble to the bill asserted a Crown prerogative right over all of the foreshore in New Zealand. Ngāti Maru rejected this assertion, and with Ngāti Whanaunga, successfully challenged the bill at the select committee stage. In a letter to Governor Bowen, Wirope Hotereni Taipari of Ngāti Maru (and other Marutūāhu iwi) stated the Treaty of Waitangi did not grant the Crown rights over the foreshore. The bill was abandoned in favour of the Shortland Beach Act 1869 which was more limited in effect and prohibited private dealings over the Thames foreshore.

2.66 In 1870, Wirope Hotereni Taipari and others of Ngāti Maru submitted applications to the Native Land Court for investigation of title to a number of blocks on the Thames foreshore. The position of the applicants was all land in New Zealand belonged to Māori prior to the Treaty of Waitangi, including the foreshore. Also, that Article 2 of the Treaty preserved their rights, including rights to the foreshore. In the famous *Kauaeranga* judgment, the Court found Ngāti Maru rights to land and fisheries were protected by the Treaty and that where applicants could demonstrate exclusive use they could be granted proprietary fishing rights.

2.67 In December 1870, the Court awarded exclusive fishery rights to Ngāti Maru and Ngati Whanaunga in a number of foreshore blocks. The Court left the question of whether the applicants could establish title to the foreshore land for further inquiry by a higher court. At the Crown's request, the Court prevented the alienation of Māori interests to anyone but the government.

2.68 In May 1872, the Native Land Court was scheduled to hear claims over fishing rights to a large area of foreshore at Coromandel. However, the day before the hearing, the Crown issued a proclamation suspending the operation of the Native Land Court in the Province of Auckland for land situated below high-water mark. When Crown Counsel advised the court of the proclamation he stated the hearings were:

> "only deferred, not refused, and that the Government ha[d] not the wish, as they ha[d] certainly not the power, to deprive the natives of any rights they have to the foreshore."

2.69 The Crown's 1872 proclamation limiting the jurisdiction of the Native Land Court lapsed when the Native Land Act 1873 was enacted. Despite subsequent Māori applications, the Native Land Court did not hear any more Māori claims to fishing rights or title to foreshore lands in Hauraki. The Crown authorised expenditure of up to £2,000 to purchase the Thames foreshore rights. When the Crown's agent opened negotiations in August 1870, those named in the Court's title preferred to lease rather than sell their interests. They met with another Crown official in June 1871, who advised that maintaining exclusive fishing rights would prove difficult with the large mining population resident nearby. Following this, between 1871 and 1879, the Crown purchased almost all the interests on the Thames foreshore where the fishing rights of Ngāti Maru over the foreshore had been recognised by the Native Land Court.

2.70 In 1876, Parliament established the Thames Harbour Board. The Harbours Act 1878 provided that no part of the foreshore was to be granted or otherwise transacted except with the authority of an Act of Parliament, and in 1879 the Crown vested 620 acres in the Thames Harbour Board after concluding there were no remaining Māori interests in the Thames foreshore which had not been purchased.

2.71 In 1966, Māori Affairs officers found Māori interests in part of the Kauaeranga foreshore had not been extinguished in the earlier negotiations. These rights were then extinguished by the Reserves and Other Lands Disposal Act 1966, which vested the land (along with other parcels) in the Thames Borough Council. However, Ngāti Maru people still today retain title over fishing rights to parcels of land on the Thames Foreshore, being Kauaeranga Mud Flats, Whakaruaki 1, Nokenoke B1, Nokenoke A1, Whakaharatau A1, Hangaruru 1, Te Tapuae o Uenuku 1, Whakaupapa 1, Te Tapuae 1, Te Karaka 4.

MINING OF NGĀTI MARU LANDS

2.72 In July 1867, Ngāti Maru rangatira leased land to the Crown between the Kauaeranga River and Kuranui Stream, Thames for gold-mining purposes. The Crown declared this land a goldfield by proclamation on 30 July 1867 and extended it in November 1867 with the consent of Ngāti Maru.

2.73 Ngāti Maru and Ngāti Whanaunga rangatira signed a further deed on 9 March 1868. Under that agreement, the Crown administered the goldfield and miners paid an annual fee for a licence to mine with Ngāti Maru and Ngāti Whanaunga retaining ownership of the land. The agreement enabled the Crown to develop the township of Shortland to support the gold field. The government laid out the township, leased allotments, and collected rent on behalf of the Ngāti Maru landowners.

2.74 In late October 1868, the Crown established a system under the Gold Fields Acts where an intending miner (including mining companies) marked out a proposed area for lease and applied to the Crown's agent for a lease. The terms of the lease were set out in the Gold Fields Act Amendment Act 1865 which specified a lease term of 15 years, limits on the area set aside (16.5 acres), rent of £2 per acre per year plus an additional £100 miner's right per year per 15,000 square feet. The legislation did not specify what portion of this revenue would be set aside for Ngāti Maru.

2.75 Under these agreements with the Crown, Ngāti Maru were to receive income from the goldfield from two main sources - rentals for residential and business sites, and fees for miner's rights. In the two year period from August 1867, the Crown collected £22,176 to pay to Māori landowners. However, less than half of this amount (£10,975) was paid to Ngāti Maru by the end of January 1869. The Crown initially determined the revenue generated by the goldfield would be distributed to Ngāti Maru rangatira as representatives of the owners. From the late 1860s, the Native Land Court determined who should receive the goldfield revenues.

2.76 By 1881, the Crown acquired the freehold title of most of the lands leased by the iwi of Hauraki in the 1860s. Ngāti Maru ownership of lands in the Hauraki goldfields continued to decline through the nineteenth century and into the twentieth century despite their only ever agreeing to lease or licence their lands. While the Crown paid relatively higher prices for gold-bearing lands, the iwi of Hauraki were often reluctant to sell and generally did so under significant pressure caused by indebtedness. When gold-bearing lands were acquired by the Crown, Ngāti Maru owners could no longer derive income from mining licenses.

Residence Site Licences

2.77 In the 1860s, with the iwi owners' agreement, the Crown included occupation and other rights in its gold mining licences. Residence site licences were incorporated in the new mining legislation regime which was introduced in the early 1870s. In return for a small annual fee, licensees received a long-term and renewable right to occupy and build upon a site of up to one acre, for which the Crown collected fees which it paid to Māori landowners in addition to mining lease payments. Licensees did not have to be gold miners. Māori were unable to remove their lands from such agreements, although the Crown had the power to cancel licences. Despite the decline of gold mining in Hauraki after the 1860s, the Crown did not revoke the declarations of the goldfields, which meant that residence site licences and the lands involved remained subject to Crown control. Despite this, the Crown continued to grant residence site licences through to the late 1920s.

2.78 Throughout the nineteenth and twentieth centuries the Crown did not ensure rents for the licences or leases were regularly revised to account for inflation, which meant Māori landowners frequently received rents for their lands which were well below market values. In 1962, Parliament passed the Mining Tenures Registration Act, which removed the Crown's power to cancel licences for breach of the original conditions of use and converted the licences to leases renewable every twenty-one years in perpetuity. Ngāti Maru consent for this effective appropriation of their land was never sought or given.

2.79 In 1976, some Pare Hauraki leaders unsuccessfully sought a resolution to their outstanding residence site licence grievances in the High Court. However, in 1980 they reached an agreement with the Crown. The Crown made compensation for lands subject to residence site licences, for the inadequacy of past rents, and for Māori having no alternative but to have those lands purchased by the Crown.

GOLD INQUIRY 1935

2.80 In 1935, Ngāti Maru and other iwi presented two petitions concerning mining revenues to Parliament. The Crown referred them to the chief judge of the Native Land Court for a report and recommendation. Although the Court rejected the claim that Māori were entitled to receive payments for mining rights after the lands in question were permanently alienated, it concluded the state of the records left it unable to determine what payments were made by the Crown to Māori for mining rights. Nonetheless, the Court considered there was a certain amount of doubt "as to the proper distribution to the Natives of the money they were entitled to." For this, and other reasons, the Court recommended an ex gratia payment of £30,000 to £40,000 be made to those groups by way of compensation. While Ngāti Maru and other iwi of Hauraki submitted further petitions to be paid this money, no such payment was ever made.

TIMBER

2.81 Kauri logging was a major industry in the Ngāti Maru rohe from the 1830s. Timber agreements were made in relation to about a dozen blocks in the Thames district after the opening of the goldfields. One mill was built at Tairua in 1864 and two built at Thames in 1868 and 1872. The latter part of the nineteenth century saw a particularly intense period of logging. A number of Ngāti Maru blocks on both sides of the Coromandel range were subject to timber leases at the time they were acquired by the Crown in the 1870s and 1880s, including Wharekawa East, Hihi - Paraunui, Mangakirikiri, Pakirarahi Taparahi 2A and Waiwhakauranga.

2.82 During this time, Crown approved timber companies damming streams and constructing large-scale timber booms to stop timber at certain points along rivers and streams. Of the more than 300 timber dams identified in the Coromandel peninsula, 55 of them were in the Kauaeranga catchment alone. From 1871 to 1927, logs were driven to booms in the Kauaeranga River at Parawi. These had a destructive effect on harbours and waterways, causing flooding, siltation and the erosion of riverbanks. Ngāti Maru lost significant food-gathering areas due to these significant adverse effects.

TE AROHA AND MOEHAU TŪPUNA MAUNGA

Te Aroha

2.83 In 1869, the Native Land Court investigated title to Te Aroha which was followed by a rehearing in 1871 which granted title of the 54,000 acre block to Ngāti Maru and other Marutūāhu iwi. From 1872, the Crown made payments for the block, including £600 to Ngāti Maru. In 1874, the Crown prohibited private dealings with the block. In July 1878, the Native Land Court determined the Crown's interests and awarded the entire block to the Crown.

Moehau

2.84 In December 1876, the Crown made an advance payment of £953 to Ngāti Maru and four other iwi for the purchase of 33,000 acres in the Moehau block, with reserves to be allocated to Ngāti Maru and the other iwi within this area. In May 1878, the Crown prohibited private dealings with the Moehau block. In September 1878, the Native

Land Court awarded 20,953 acres of Moehau 1 and Moehau 3 to the Crown, and 15,000 acres in 19 reserves to Ngāti Maru and Ngāti Whanaunga. The Native Land Court placed no restrictions on the alienation of reserves in Moehau, and by the end of the 1880s the Crown had purchased eight of the 19 reserves. Between 1903 and 1908, the Crown appropriated over 1,000 acres in the remaining Moehau reserves to pay survey expenses.

LAND ALIENATION AFTER 1890

2.85 By 1890, the iwi of Hauraki had lost approximately two-thirds of their customary lands. From that time it is difficult to distinguish between the land losses of Ngāti Maru and those of iwi of Hauraki overall, given the reduced size of holdings and fragmented ownership. Although the Crown slowed its purchasing in the first half of the 1880s, it increased again under the Liberal government in the 1890s. In 1894, the Crown appointed a land purchase officer to the Hauraki district. Consequently, the Crown acquired significant areas of land reserved in the earlier Crown purchases of Ohinemuri, Te Aroha and Whangamata.

2.86 In 1906, the Crown established a Royal Commission of Inquiry (known as the Stout-Ngata Commission) to investigate the utilisation of Māori land. The Commission met with Māori landowners and undertook a detailed assessment of the land remaining in Māori ownership and the landholdings required by Māori communities. Hearings concerning Hauraki lands were held at Coromandel in 1908, and later at Thames and Auckland. The commission recommended that only 5.3 percent of lands it examined in Hauraki should be made available for sale, with the balance to be retained by Māori for occupation and development.

2.87 In 1909, a new Native Lands Act was passed lifting Crown pre-emption and removing all existing restrictions on the alienation of Māori land, which enabled private purchasing of Māori land. By this time, the Native Land Court had issued titles to much of the remaining Ngāti Maru land. Despite the Commission's recommendation that only very small amounts of purchasing be carried out in Hauraki, almost all remaining Ngāti Maru land was alienated over subsequent decades through Crown purchases, alienations to private purchasers, land taken for the Hauraki Plains drainage scheme and as a sanction for local authority rates.

2.88 In early 1906, the Commissioners of Crown Lands were instructed to identify Māori-owned land suitable for settlement purposes, and the Auckland commissioner subsequently identified land in the Hauraki district for Crown purchase. Section 20 of the Maori Land Settlement Act 1905 authorised the Crown to purchase, by compulsion, the remaining shares in any land block in which it had already acquired a majority interest. The minority owners were thus deprived of their right to retain their lands or negotiate a price. The Crown purchased 13,468 acres in the Hauraki Plains district under the Māori Land Settlement Act 1905 and, of this, nearly half (5,118 acres) was deemed Crown land under section 20. By 1912, an estimated 79 percent of Hauraki lands had passed out of Pare Hauraki ownership. Over 90 percent of Hauraki lands had been alienated by 1939.

WAIHOU AND OHINEMURI RIVER SCHEMES

2.89 In 1895, the Crown authorised the discharge of mine tailings and other waste into the Waihou and Ohinemuri Rivers. The tailings, which included cyanide-treated waste, polluted the rivers and silted them up, causing flooding. The pollution destroyed Māori crops, and eels and whitebait could no longer be taken from the rivers.

2.90 Protest from Māori and local farmers eventually led to the Waihou and Ohinemuri Rivers Improvement Act 1910, which authorised the Public Works Department to undertake river protection works. The department undertook major works, particularly between 1912 and 1932. However, the 1908 Act did not restrict the discharge of sludge into the rivers. For Ngāti Maru, the scheme was unsuccessful as flooding and pollution continued.

HAURAKI PLAINS DRAINAGE SCHEME

2.91 By the early 1900s, the Crown had purchased most of the lands in the Piako River delta from Ngāti Maru and other iwi of Hauraki. The Crown then established what became known as the Hauraki Plains drainage scheme. The Hauraki Plains Act 1908 authorised the Crown to convert the Hauraki wetlands into an area suitable for agricultural settlement through drainage and reclamation and the provision of roads and other infrastructure. By March 1915, 38,994 acres had been drained through the scheme and made available for pastoral farming. The Crown took land under public works legislation to include in the drainage scheme. Nearly 2,700 acres of the remaining Māori land was taken between 1909 and 1919. Some of the takings were from blocks in which Ngāti Maru had significant interests, including Otakawe, Horohia Opou and Kopuarahi.

2.92 The Crown took approximately 116 acres of Te Hopai, a Ngāti Maru and Ngāti Whanaunga block in the Hauraki Plains, under the Public Works Act and Hauraki Plains Act 1909 for the drainage scheme in September 1909. These lands were a significant food source for Ngāti Maru. Eels were caught in pā tuna at the mouths of streams which flowed into Te Hopai Stream, and other important agricultural activities, such as farming pigs and harvesting peaches, were carried out on dry parts of the block.

2.93 The scheme provided benefits to land-owners in the district, but Ngāti Maru and other iwi of Hauraki had little land left. They were thus unable to participate in the agricultural economy which was established under the scheme. They also lost significant traditional food-collecting and cultivating sites, as well as sites for harvesting cultural materials, in the wetlands and waterways.

2.94 In 1971, continued flooding resulted in the government approving further erosion control and flood protection work in the Waihou Valley. The Crown acquired additional Māori land for the scheme under the Public Works Act.

THAMES COUNTY ROAD RATES AGREEMENT

2.95 In the 1870s, Ngāti Maru opposed construction of the proposed Thames-Hikutaia Road, as they were concerned with the impact of the road on their wāhi tapu, cultivations and possibility their land may be taken without consent. Ngāti Maru was also concerned

with the possibility their land would be rated to pay for the road. To address these concerns, the Thames County Council signed an agreement with Ngāti Maru rangatira in 1877 which provided that Ngāti Maru "are not now or at any future time to pay rates" in relation to the road. . The agreement also provided for the protection of wāhi tapu and cultivations.

2.96 Less than ten years later (in 1885), the council levied rates on Ngāti Maru land covered by the agreement. Ngāti Maru protested to the Native Minister when he visited Thames later that year. Wirope Taipari and Tamati Paetai advised the Minister they should not be rated for the road. The Minister responded that the agreement could not bind the Crown and Ngāti Maru should contribute to the cost as it would improve the value of their lands. However, the council subsequently withdrew the rates demand. In 1886, the Crown requested a Ngāti Maru rangatira to provide a list of the lands exempted from rates.

2.97 The Thames County Council does not appear to have tried to levy rates on Maori-owned land again until 1925 when the Council applied to the Native Land Court to recover rate arrears on 65 land blocks. Ngāti Maru opposed the applications, citing the 1877 agreement. The Court found the 1877 agreement was not binding because the council had no legal authority to exempt property from rates.

2.98 After further protest from Ngāti Maru, the Crown issued an order in council in 1930 exempting 31 blocks of Māori land in Thames County from rates. Ngāti Maru protested that some blocks adjacent to the road were not included in the order in council and other blocks were excluded because they no longer adjoined the road due to subsequent partition. The Thames County Council protested the effect of the 1930 order on rates revenue and was assured by the Minister of Native Affairs that it was intended as a temporary measure.

2.99 In the early 1960s, the council applied to the Māori Land Court to overturn the 1930 order in council. The Court ruled the 1930 order should be phased out by April 1966.

RATES IN THE THAMES TOWNSHIP

2.100 The establishment of the Thames township, in one of the core Ngāti Maru areas, relied on the manaakitanga of Ngāti Maru. For example, following a hui in 1867 at Pukerahui, Te Hotereni Taipari, Wirope Hotereni Taipari, Raika Whakarongotai and Rapana Maunganoa of Ngāti Hape, Ngāti Rautao and Ngāti Hauauru (all hapū of Ngāti Maru) gifted 20 parcels of land for churches, hospital, school, courthouse and police station. Nearby, the native school at Kirikiri, which subsequently became a general school, was built on land gifted by W. H. Taipari, Hoani Nahe, and Hori Matene. These gifts followed another gift of land at Puriri by Ngāti Maru in the 1830s for the mission station where the first church in Hauraki was established.

2.101 Thames township was managed by a borough council which was separate from the county council. During the 1920s the Thames Borough Council borrowed heavily for capital projects, including street improvements, sewage and water reticulation and a new bridge. With the onset of the depression, the borough council began to default on its loan repayments in the early 1930s.

2.102 In 1932, the Government replaced the council with a commissioner who was appointed to manage the council's finances. One of his key tasks was to increase rates revenue by recovering unpaid rates and enforcing payment of rates. In October 1933, there were rate invoices of £29,528. Of this, £4,679 related to Maori-owned land, but £1,977 of this amount had to be written off because Council failed to obtain rates charging orders in the time allowed.

2.103 During the depression of the 1930s, Thames was on the verge of bankruptcy. The Crown appointed a commissioner who replaced the elected mayor and councillors to manage the borough. The borough operated under the commissioner's authority and he was sole decision maker. He was required to increase revenue through the enforcement of rates demands and the recovery of rates was at his direction. One of the consequences of this campaign was that in 1934 the Borough Council obtained title to 28 town properties of a Ngāti Maru rangatira for borough and harbour board rates that had been imposed on him. Other Ngāti Maru owners were forced into the same position through the imposition of rates. Although Ngāti Maru faced only 16 percent of the rates impost, they lost some £7,895 worth of land to the commissioner, representing 75 percent of the £10,885 worth of land acquired by the commissioner. The commissioner believed the realised value of the properties would be worth more than the amount owing on them. Between 1932 and 1947, the number of sections of Ngāti Maru land in the township fell from 163 to 31.

WAR SERVICE

2.104 Following the outbreak of war in Europe in 1914, a number of Ngāti Maru men joined the New Zealand Expeditionary Force. Some of them will forever lay in foreign fields. Ngāti Maru consider that those who returned found work opportunities in Hauraki very limited. There was no Crown policy to settle Ngāti Maru defence service personnel on their ancestral lands, for example as farmers. Ngāti Maru say that many of their whānau had no option but to leave Hauraki in search of work in towns and cities.

2.105 Ngāti Maru men again responded to the call to serve their country and enlisted with the second New Zealand Expeditionary Force during World War II. Ngāti Maru consider that, despite their service and sacrifice, the Crown still provided no support to settle Ngāti Maru service personnel on their ancestral lands. Ngāti Maru state that while trade training was available, those Ngāti Maru who participated were later excluded from consideration for financial assistance to farm land. Ngāti Maru also served their country in other international conflicts, starting with the South African ("Boer") war of 1899-1902.

SOCIO-ECONOMIC ISSUES

2.106 In 1883, the Crown opened a native school at Kirikiri, on land donated by Ngāti Maru rangatira. The Crown saw the Native school system in part as a means of assimilating Ngāti Maru into European culture. Ngāti Maru children were discouraged from speaking their own language in Crown-run schools for several decades. This Crown policy, along with the fragmentation of their tribal structures and migration from ancestral lands, contributed to the decline of Te Reo within Ngāti Maru. By the end of the twentieth century, only 23 percent of Ngāti Maru spoke Te Reo. The decline of Ngāti Maru tribal structures and the loss of Te Reo contributed to a loss of Ngāti Maru mātauranga Māori.

2.107 Ngāti Maru retain a fragment of their original rohe - less than five percent. The extent of land alienation has meant that Ngāti Maru have been unable to preserve and protect their wāhi tapu or maintain kaitiakitanga throughout their rohe. Their massive loss of land contributed to the political, social, economic and cultural marginalisation of Ngāti Maru within their rohe. Many whānau left their rohe because of a lack of economic opportunities, and this had a significant impact on Ngāti Maru.

2.108 The loss of land and associated resources left Ngāti Maru and other Māori of Hauraki with limited income opportunities. Many found work in relatively unskilled work such as timber felling, flax milling, and gum-digging, but even these opportunities diminished as extractive industries began to decline in the late nineteenth century, and as immigration increased competition for jobs. For much of the twentieth century, Ngāti Maru also experienced higher unemployment and lower median annual income than the general population. Ngāti Maru has therefore long suffered poorer health, higher infant mortality and lower life expectancy than Pākehā. During the 1918 influenza epidemic, the mortality rate among Māori in the Thames area was nearly fifteen times higher than the local Pākehā population, and twice the average mortality rate of Māori elsewhere in New Zealand.

2.109 Today, Ngāti Maru continue to experience significantly higher unemployment rates, lower median incomes, and hold fewer higher qualifications than other New Zealanders. However, Ngāti Maru has proved resilient, and over recent years many of these indicators have begun to improve for Ngāti Maru.

2 [*Translation of historical account in te reo Māorī*]

2.1 **[Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges until now it has failed to take responsibility for its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and it principles, and meaningfully address the deeply-felt grievances of Ngāti Maru and recognition of these grievances is long overdue.

3.2 The Crown acknowledges the lands Ngāti Maru provided for settlement purposes contributed to the establishment of the settler economy and development of New Zealand.

3.3 The Crown acknowledges its investigations into pre-Treaty claims at Hikutaia were inadequate and a failure of process and good faith and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges:

3.4.1 it took approximately 78,000 acres of land in the Tāmaki block it considered surplus to those claimed by a settler as a result of a pre-Treaty transaction, including land in which Ngāti Maru had customary interests;

3.4.2 a large portion of the "surplus lands" in the Tāmaki block were lands the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Maru;

3.4.3 it never compensated Ngāti Maru for their customary interests in the "surplus lands" in the Tāmaki block as it did with several other iwi involved in this transaction;

3.4.4 it did not provide reserves for Ngāti Maru within the area of the Tāmaki transaction as it did with another iwi; and

3.4.5 it failed to require the Tāmaki block to be properly surveyed and require an assessment of the adequacy of lands that Ngāti Maru held before acquiring the "surplus lands" in Tāmaki and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.5 The Crown further acknowledges:

3.5.1 it took Ngāti Maru lands, including lands on Aotea, as surplus from pre-emption waiver transactions, and its policy of taking surplus land has long been a source of grievance for Ngāti Maru:

3.5.2 it failed to correctly apply all the regulations designed to protect Māori which governed pre-emption waiver transactions;

3.5.3 it did not always protect Māori interests during investigations into these transactions; and

3.5.4 its policy of taking surplus lands from pre-emption waiver purchases breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to ensure any assessment of whether Ngāti Maru retained adequate lands for their needs. The Crown also acknowledges this failure was compounded by flaws in the way the Crown implemented the policy in further breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that by failing to set aside one tenth of the lands transacted during the pre-emption waiver period for public purposes, especially the establishment of schools and hospitals for the future benefit of Ngāti Maru, and other Māori, it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges when it purchased an extensive area at Mahurangi and Omaha in 1841, including 200,000 acres between Te Arai and Maungauika (North Head), it failed to ensure adequate reserves would be protected in the ownership of Ngāti Maru, and this was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges:

3.8.1 its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri in July 1863, and invading and occupying land in which Ngāti Maru had customary interests;

3.8.2 Ngāti Maru was drawn into a war not of its making and this was disruptive to the iwi; and

3.8.3 its blockade of Tīkapa Moana (Hauraki Gulf) by warships led to economic hardship for Ngāti Maru and damaged the relationship between Ngāti Maru and the Crown.

3.9 The Crown acknowledges the confiscation of land in the East Wairoa and Waikato blocks extinguished the customary title of all Ngāti Maru with interests in the confiscated lands regardless of whether they had fought against the Crown. The Crown had promised that Ngāti Maru and other Māori who had remained loyal to it would have land returned to them, but was only prepared to do so in the form of individualised title rather than customary tenure. Following the confiscation the Crown made cash payments to settle Ngāti Maru claims in the Compensation Court for land in East Wairoa and the central Waikato, and also returned a small amount of land in East Wairoa to Ngāti Maru. The Crown acknowledges the confiscation alienated sites of importance to Ngāti Maru including traditional resource gathering sites, and the confiscation was unjust and a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.10 The Crown further acknowledges the war and confiscation in the East Wairoa and Waikato blocks had a devastating effect on the spiritual and material welfare and economy of Ngāti Maru.

3.11 The Crown acknowledges it compulsorily and unjustly extinguished the customary interests of Ngāti Maru in the Tauranga raupatu district, and these actions breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.12 The Crown further acknowledges:

3.12.1 it failed to actively protect Ngāti Maru customary interests in lands they wished to retain when it initiated the purchase of the 90,000 acre Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Maru;

3.12.2 it also failed to actively protect Ngāti Maru customary interests in land they wished to retain when it did not carry out its agreement in the 1866 Te Puna Katikati deed to set aside wāhi tapu sites as reserves for Ngāti Maru, and left Ngāti Maru alienated from their ancestral lands in Tauranga; and

3.12.3 these actions breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.13 The Crown acknowledges:

3.13.1 it did not consult Ngāti Maru about the introduction of the native land laws;

3.13.2 the resulting individualisation of land tenure was inconsistent with Ngāti Maru tikanga; and

3.13.3 the operation and impact of the native land laws, in particular the awarding of land to individuals made those lands more susceptible to partition, fragmentation, and alienation. This undermined the traditional tribal structures of Ngāti Maru based on collective tribal custodianship of land. The Crown failed to protect those collective tribal structures which had a prejudicial effect on Ngāti Maru and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.14 The Crown acknowledges valuable mineral resources on Ngāti Maru lands provided economic benefits to the nation.

3.15 The Crown acknowledges environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Maru. In particular the Crown acknowledges:

3.15.1 gold mining activities since 1895 have polluted and degraded the Waihou River, and this has caused significant harm to the health and wellbeing of Ngāti Maru communities that relied upon the rivers for physical and spiritual sustenance; and

3.15.2 modifications made by the Crown to the course of the Waihou and Piako Rivers and their tributaries since the 1890s have drained resource-rich wetlands, destroyed Ngāti Maru wāhi tapu, and caused significant harm to traditional food sources relied on by Ngāti Maru, including tūna and waterfowl.

3.16 The Crown acknowledges, in relation to the 1877 agreement between Thames County Council and Ngāti Maru providing a permanent rates exemption, that council first began its attempts to levy rates against Ngāti Maru in 1885 contrary to the agreement and the exemption was no longer observed by 1966, and this is a long-standing grievance for Ngāti Maru.

3.17 The Crown acknowledges:

3.17.1 it deprived Ngāti Maru of control of their lands in Hauraki which were leased to settlers through residence site licences for many years after the decline of the gold mining industry in the region;

3.17.2 it failed for many decades to regularly revise rents for residence site licence lands, and that Ngāti Maru received rents well below market-value for the lease of their lands as a consequence of this failure;

3.17.3 it promoted legislation that converted residence site licences to leases in perpetuity, leaving Ngāti Maru no alternative but to have their lands acquired by the Crown; and

3.17.4 these actions deprived Ngāti Maru of their rangatiratanga over land subject to residence site licences and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.18 The Crown acknowledges:

3.18.1 it commenced negotiations to purchase a number of Ngāti Maru land blocks in the 1870s by paying advances before the Native Land Court had determined the ownership of these blocks;

3.18.2 it used monopoly powers in a number of these negotiations;

3.18.3 it ultimately purchased gold bearing lands which Ngāti Maru had decided in the 1860s to lease;

3.18.4 it did not follow the recommendations of the Stout-Ngata commission and continued to purchase land from Ngāti Maru into the early years of the twentieth century despite being made aware that Ngāti Maru had little land left; and

3.18.5 through its actions and omissions it has contributed to the economic and spiritual hardship and marginalisation of Ngāti Maru in its rohe.

3.19 The Crown acknowledges that between 1932 and 1947, a significant amount of land passed out of Ngāti Maru ownership as the Borough Council imposed rating obligations on land owners after the Thames township suffered financial hardship during the depression of the 1920s and early 1930s.

3.20 The Crown acknowledges:

3.20.1 Ngāti Maru values its kaitiakitanga role over the Thames foreshore; and has longstanding claims to the foreshore at Thames; and

3.20.2 it suspended the jurisdiction of the Native Land Court investigations into customary rights in the foreshore immediately before the Court was to commence new hearings and this has long been a grievance for Ngāti Maru.

3.21 The Crown acknowledges the cumulative effect of the Crown's actions and omissions (including confiscation, the operation and impact of the native land laws and continued Crown purchasing) left Ngāti Maru landless and undermined their spiritual, cultural and economic development, contributing to poverty. The Crown's failure to ensure Ngāti Maru retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.22 The Crown acknowledges the harm endured by many Ngāti Maru children from decades of Crown policies that strongly discouraged the use of Te Reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of Te Reo Māori and knowledge of tikanga Māori.

3.23 The Crown acknowledges the health of Ngāti Maru has been worse than that of many other New Zealanders, and they have not had the same opportunities in life that many other New Zealanders have enjoyed.

3.24 The Crown acknowledges the contributions made by Ngāti Maru to the nation's defence through service in two World Wars (and other international conflicts). The Crown acknowledges the loss to Ngāti Maru of those who died in the service of their country.

APOLOGY

3.25 The Crown offers the following apology to the people of Ngāti Maru, to your tūpuna and your mokopuna.

3.26 The Crown profoundly regrets its failure to protect Ngāti Maru from the rapid alienation of your lands following the signing of Te Tiriti o Waitangi/The Treaty of Waitangi, and its invasion of lands south of the Mangatāwhiri, blockade of Tīkapa Moana (Hauraki Gulf) and subsequent confiscations of land and resources under the New Zealand Settlements Act 1863. These acts and omissions had a crippling impact on the welfare, economy and development of Ngāti Maru within decades of the Treaty being signed.

3.27 The Crown continued to pursue laws and policies that undermined the spiritual, cultural and economic wellbeing of Ngāti Maru long after the ill effects of these policies were apparent. The Crown's acts and omissions, including laws and policies applied over all Aotearoa/New Zealand, led to the loss of Ngāti Maru whenua and your taonga, te reo ake o Ngāti Maru, which resulted in spiritual, cultural and economic deprivation and poverty. The Crown also caused harm through the loss of Ngāti Maru rangatiratanga over lands in gold mining districts subject to resident site licenses, the pollution of the

Waihou River due to gold mining, and drainage of the Hauraki wetlands. The Crown has failed to uphold its obligations under Te Tiriti o Waitangi/The Treaty of Waitangi and brought dishonour upon itself. For its actions which have caused Ngāti Maru prejudice, and its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, the Crown unreservedly apologises.

3.28 The Crown seeks to atone for these injustices, and hopes that through this settlement it can rebuild a relationship with Ngāti Maru based on partnership and respect to achieve an appropriate balance of rangatiratanga and kawanatanga according to Te Tiriti o Waitangi/The Treaty of Waitangi and its principles.

3 [*Translation of acknowledgements and apology in te reo Māori*]

3.1 **[Note: the te reo Māori translation of the acknowledgements and apology has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that –

4.1.1 the Crown has to set limits on what, and how much, redress is available to settle the historical claims; and

4.1.2 it is not possible to –

(a) fully assess the loss and prejudice suffered by Ngāti Maru as a result of the events on which the historical claims are based; or

(b) fully compensate Ngāti Maru for all loss and prejudice suffered; and

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

4.2 Ngāti Maru acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

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

4.3.3 the settlement is final.

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

4.5 Without limiting clause 4.4, nothing in this deed or the settlement legislation will –

4.5.1 extinguish or limit any aboriginal title or customary right that Ngāti Maru may have; or

4.5.2 constitute or imply any acknowledgement by the Crown that any aboriginal title or customary right exists; or

4.5.3 except as provided in this deed or settlement legislation –

(a) affect a right that Ngāti Maru may have, including a right arising:

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

(ii) under legislation; or

(iii) at or recognised by common law (including common law relating to aboriginal title or customary law or tikanga); or

(iv) from fiduciary duty; or

(v) otherwise; or

(b) affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or

(c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:

(i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(ii) the Fisheries Act 1996; or

(iii) the Maori Fisheries Act 2004; or

(iv) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) affect any rights Ngāti Maru may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:

(i) protected customary rights (as defined in that Act):

(ii) customary marine title (as defined in that Act).

4.6 Clause 4.5 does not limit clause 4.3.

REDRESS

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

4.7.1 is intended to benefit Ngāti Maru collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāti Maru if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

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

4.8.1 settle the historical claims; and

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

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

(a) to –

(i) a redress property;

(ii) a purchased deferred selection property, if settlement of that property has been effected;

(iii) a commercial property, if settlement of that property has been effected;

(iv) a purchased deferred purchase property, if settlement of that property has been effected;

(v) the purchased second right of purchase property, if settlement of that property has been effected;

(vi) the Pouarua Farm property; or

(vii) any Aotea RFR land disposed of under a contract formed under section 157 of the draft settlement bill; or

(b) for the benefit of Ngāti Maru or a representative entity; and

4.8.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, the following properties –

(a) a redress property;

(b) a purchased deferred selection property, if settlement of that property has been effected;

(c) a commercial property, if settlement of that property has been effected;

(d) a purchased deferred purchase property, if settlement of that property has been effected;

(e) the purchased second right of purchase property, if settlement of that property has been effected;

(f) the Pouarua Farm property; or

(g) any Aotea RFR land disposed of under a contract formed under section 157 of the draft settlement bill; and

4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Ngāti Maru Rūnanga Trust, being the governance entity, may hold or deal with property; and

(ii) the Ngāti Maru Rūnanga Trust may exist; and

4.8.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS

[Note: In this part, holding place names in square brackets relate mainly to areas that are part only of a reserve or otherwise need to be defined in this deed. Ngāti Maru are to provide names for each of these areas. Some square brackets denote redress that is still under discussion.]

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

5.1 The settlement legislation will, on the terms provided by sections 22 to 25, 27 to 38, 43 to 53 and 62 to 68 of the draft settlement bill, vest in the governance entity on the settlement date –

Aotea

5.1.1 the fee simple estate in the Ruahine property, being part of Aotea Conservation Park, as a scenic reserve named Ruahine Scenic Reserve, with the governance entity as the administering body; and

Waiheke

5.1.2 the fee simple estate in the Pohutukawa property as a recreation reserve named [ ], with the governance entity as the administering body; and

Poi Hakena

5.1.3 the fee simple estate in –

(a) the Muriwai site B, being part of Port Jackson Recreation Reserve, as a recreation reserve named [ ] Recreation Reserve, with the governance entity as the administering body, subject to –

(i) the governance entity providing a registrable easement in gross for a right to convey water in relation to that property in the form in part 5.1 of the documents schedule; and

(ii) the governance entity providing a registrable right of way in gross in relation to that property in the form in part 5.2 of the documents schedule; and

(iii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 30A of the draft settlement bill; and

(b) the Muriwai site A, being part of Port Jackson Recreation Reserve, subject to –

(i) the governance entity providing a registrable easement in gross for a right to convey water in relation to that property in the form in part 5.3 of the documents schedule; and

(ii) the governance entity providing a restrictive covenant in gross in the form in part 5.4 of the documents schedule; and

(iii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 24A of the draft settlement bill; and

Okaharoa Ma Raki

5.1.4 the fee simple estate in Okaharoa Ma Raki, being part of Fletcher Bay Recreation Reserve, as a recreation reserve named Okaharoa Ma Raki Recreation Reserve, with the governance entity as the administering body subject to –

(a) the governance entity providing a registrable right of way easement in gross in the form in part 5.5 of the documents schedule;

(b) a right of entry in favour of the Department of Conservation on the terms provided by section 32A of the draft settlement bill; and

Manaia

5.1.5 the fee simple estate in the Manaia property, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.6 of the documents schedule; and

Pauanui

5.1.6 the fee simple estate in Ohui as a scenic reserve named Ohui Scenic Reserve, with the governance entity as the administering body; and

Opoutere Beach

5.1.7 the fee simple estate in –

Turaki Tohorā

(a) Turaki Tohorā, being part of Opoutere Beach Recreation Reserve, as a recreation reserve named Turaki Tohorā Recreation Reserve, with the governance entity as the administering body; and

Te Akau Wharekawa

(b) Te Akau Wharekawa, being part of Opoutere Beach Recreation Reserve, as a recreation reserve named Te Akau Wharekawa Recreation Reserve, with the governance entity as the administering body; and

Thornton Bay

5.1.8 the fee simple estate in Te Wharau, being Thornton Bay Scenic Reserve, as a scenic reserve named Te Wharau Scenic Reserve, with the governance entity as the administering body; and

Tararu

5.1.9 the fee simple estate in –

Tararu site A

(a) the Tararu site A;

Tararu Maunga

(b) Tararu Maunga, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.7 of the documents schedule; and

Dickson Park

(c) the Dickson Park property as a recreation reserve named **[ ]**, with the governance entity as the administering body and subject to the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 5.8 of the documents schedule; and

Thames

5.1.10 the fee simple estate in the Kauaeranga River Mouth property; and

5.1.11 the fee simple estate in the Danby Field property as a local purpose (esplanade) reserve named [ ], with the governance entity as the administering body, subject to the governance entity providing a registrable right of way easement in gross and an easement in gross for a right to drain water in relation to that property in the form in part 5.9 of the documents schedule; and

Maunga

5.1.12 the fee simple estate in Te Ipuomoehau, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.10 of the documents schedule; and

5.1.13 the fee simple estate in Te Whakairi, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.11 of the documents schedule; and

5.1.14 the fee simple estate in Pānehenehe, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.12 of the documents schedule; and

5.1.15 the fee simple estate in Motutapere, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant and a registrable right of way easement in gross in relation to that property in the forms in parts 5.13 and 5.14 of the documents schedule; and

5.1.16 the fee simple estate in Kaitarakihi, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant and a registrable right of way easement in gross in relation to that property in the forms in parts 5.15 and 5.16 of the documents schedule; and

5.1.17 the fee simple estate in Hikurangi, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.17 of the documents schedule; and

5.1.18 the fee simple estate in Ngapuketurua, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.18 of the documents schedule; and

5.1.19 the fee simple estate in Puketaioko, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.19 of the documents schedule; and

Te Wharepoha ō Mahu

5.1.20 the fee simple estate in Te Wharepoha ō Mahu, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 5.20 of the documents schedule; and

Maungakawa

5.1.21 the fee simple estate in Maungakawa, being part of Matahuru Scenic Reserve, as a scenic reserve named Maungakawa Scenic Reserve, with the governance entity as the administering body, subject to the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 5.21 of the documents schedule; and

Kauaeranga site A

5.1.22 the fee simple estate in Kauaeranga site A, being part of Coromandel Forest Park; and

Kauaeranga site B

5.1.23 the fee simple estate in Kauaeranga site B, being part of Coromandel Forest Park, as a scenic reserve named [ ] Scenic Reserve, with the governance entity as the administering body; and

Omahu

5.1.24 the fee simple estate in Omahu, being part of Coromandel Forest Park, as a scenic reserve named [ ] Scenic Reserve, with the governance entity as the administering body.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Manaia

5.2 The settlement legislation will, on the terms provided by sections 22, 60 and 62 to 68 of the draft settlement bill, provide that –

5.2.1 the fee simple estate in Te Tihi o Hauturu, being part of Coromandel Forest Park, will vest as undivided third shares, with one third share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Te Tāwharau o Ngāti Pūkenga Trust:

(c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and

5.2.2 the vesting of Te Tihi o Hauturu is subject to the trustees referred to in clause 5.2.1(b) and (c) and the governance entity jointly providing a registrable conservation covenant in relation to that property in the form in part 5.22 of the documents schedule; and

5.2.3 Te Tihi o Hauturu will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Ngāti Pūkenga Claims Settlement Act 2017.

5.3 The parties record that access to Te Tihi o Hauturu is provided by the conservation covenant registered over Pae ki Hauraki and over adjacent public conservation land.

Pauanui Tihi

5.4 The settlement legislation will, on the terms provided by sections 22, 39, 62 to 68 and 73 of the draft settlement bill, provide that –

5.4.1 the fee simple estate in Pauanui Tihi will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Hei o Wharekaho Settlement Trust; and

5.4.2 Pauanui Tihi is to be a scenic reserve named Pauanui Tihi Scenic Reserve; and

5.4.3 a joint management body will be established which will be the administering body for the reserve.

Pukehangi Maunga

5.5 The settlement legislation will, on the terms provided by section 22, 56, 62 to 68 of the draft settlement bill, provide that –

5.5.1 the fee simple estate in Pukehangi Maunga, being part of Otahu Ecological Area and part of Coromandel Forest Park, will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Hako Tūpuna Trust; and

5.5.2 the vesting of Pukehangi Maunga under clause 5.5.1 is subject to the trustees referred to in clause 5.5.1(b) and the governance entity jointly providing a registrable conservation covenant in relation to that property in the form in part 5.23 of the document schedule;

5.5.3 Pukehangi Maunga will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Hako settlement legislation.

Ngā Tukituki a Hikawera and Tangitū

5.6 The settlement legislation will, in relation to each property referred to in clause 5.7, on the terms provided by sections 22, 54, 59 and 62 to 68 of the draft settlement bill, provide that, –

5.6.1 the fee simple estate in each property will vest as undivided third shares, with one third share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Tamaterā Treaty Settlement Trust:

(c) the trustees of the Ngāti Tumutumu Trust; and

5.6.2 the vesting of Ngā Tukituki a Hikawera and Tangitū under clause 5.6.1 is subject to the trustees referred to in clause 5.6.1(b) and (c) and the governance entity jointly providing a registrable conservation covenant in relation to each of these properties in the forms in parts 5.24 and 5.25 of the documents schedule; and

5.6.3 the vesting of Tangitū under clause 5.6.1 is subject to the trustees referred to in clause 5.6.1(b) and (c) and the governance entity jointly providing a registrable right of way easement in gross in relation to that property in the form in part 5.26 of the documents schedule.

5.7 Clause 5.6 applies to the following properties:

5.7.1 Ngā Tukituki a Hikawera, being part of Kaimai Mamaku Conservation Park:

5.7.2 Tangitū, being part of Kaimai Mamaku Conservation Park.

Whakamoehau, Pukewhakataratara, Takaihuehue, Paewai, Tiroa and Orongo property

5.8 The settlement legislation will, in relation to each property referred to in clause 5.9, on the terms provided by sections 22, 55, 57, 58 and 61 to 68 of the draft settlement bill, provide that –

5.8.1 the fee simple estate in each property will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and

5.8.2 the vesting under clause 5.8.1 is subject to the trustees referred to in clause 5.8.1(b) and the governance entity jointly providing a registrable conservation covenant in relation to each of the properties in the forms in parts 5.27, 5.28, 5.30 and 5.31 of the documents schedule; and

5.8.3 the vesting of Pukewhakataratara under clause 5.8.1 is subject to the trustees referred to in clause 5.8.1(b) and the governance entity jointly providing a registrable right of way easement in gross in relation to that property in the form in part 5.29 of the documents schedule.

5.9 Clause 5.8 applies to the following properties:

5.9.1 Whakamoehau, being part of Coromandel Forest Park:

5.9.2 Pukewhakataratara, being part of Kaimai Mamaku Conservation Park:

5.9.3 Takaihuehue, being part of Kaimai Mamaku Conservation Park:

5.9.4 Paewai, being part of Kaimai Mamaku Conservation Park.

5.10 The settlement legislation will, on the terms provided by section 22, 42, 62 to 68 and 73 of the draft settlement bill, provide that –

5.10.1 the fee simple estate in Tiroa will vest as undivided half shares with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and

5.10.2 the reserve is to be a scenic reserve and will be named Tiroa Scenic Reserve; and

5.10.3 a joint management body will be established which will be the administering body for the reserve.

5.11 The settlement legislation will, on the terms provided by section 22, 26 and 62 to 68 of the draft settlement bill, provide that –

5.11.1 the fee simple estate in the Orongo property, being part Orongo conservation area, will vest as undivided half shares with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Hako Tūpuna Trust; and

5.11.2 the Orongo property will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Hako settlement legislation.

[Note: the Orongo property is subject to disclosure and further investigation to determine how the Crown acquired the property.]

VESTING DATES

5.12 The settlement legislation will provide that, except as otherwise provided in this deed, the fee simple estate in each cultural redress property is to be vested on the settlement date.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

5.13 The settlement legislation will, on the terms provided by section 81 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.14 be included as part of the Hauraki Gulf Marine Park.

5.14 Clause 5.13 applies in relation to each of the following cultural redress properties:

5.14.1 Muriwai site B:

5.14.2 Okaharoa Ma Raki:

5.14.3 Ruahine property:

5.14.4 Pauanui Tihi:

5.14.5 Turaki Tohorā:

5.14.6 Te Akau Wharekawa:

5.14.7 Ohui.

5.15 The settlement legislation will, on the terms provided by sections 71 and 72 of the draft settlement bill, provide that –

5.15.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:

(a) Muriwai site A:

(b) Muriwai site B:

(c) Okaharoa Ma Raki:

(d) Te Tihi o Hauturu:

(e) Te Wharau:

(f) Tararu site A:

(g) Tararu Maunga:

(h) Kauaeranga River Mouth property:

(i) Te Ipuomoehau:

(j) Te Whakairi:

(k) Pānehenehe:

(l) Motutapere:

(m) Kaitarakihi:

(n) Dickson Park property:

(o) Pohutukawa property:

(p) Kauaeranga site A:

(q) Kauaeranga site B:

(r) Manaia property:

(s) Ruahine property; and

5.15.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.15.1; and

5.15.3 for the purposes of clause 5.15.2, reference to –

(a) a Minister or Ministers or to the Crown (but not reference to a Crown owned mineral) must be read as a reference to the governance entity; and

(b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by section 135 of the draft settlement bill; and

5.15.4 clauses 5.15.1 to 5.15.3 do not apply if the Governor-General, by Order in Council made in accordance with section 71 of the draft settlement bill, declares that any or all of the properties specified in clause 5.15.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

CROWN MINERALS

5.16 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

5.16.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested in the governance entity under the settlement legislation, vest with, and form part, of that property; but

5.16.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.17 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in the cultural redress properties referred to in clauses 5.2 to 5.11 that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 5.16.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

5.18 Sections 138 to 147 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.16 applies.

5.19 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

5.20 Each cultural redress property is to be –

5.20.1 as described in schedule 1 of the draft settlement bill; and

5.20.2 vested on the terms provided by –

(a) sections 22 to 81 of the draft settlement bill; 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) required by clauses 5.1, 5.2, 5.5, 5.6 and 5.8 to be provided by the governance entity; or

(b) required by the settlement legislation[, as provided by sections [ ] of the draft settlement bill]; and

[Drafting in subclause (b) is subject to confirmation prior to this deed being signed]

(c) in particular, referred to by schedule 1 of the draft settlement bill.

5.21 **[NOT USED]**

5.22 **[NOT USED]**

5.23 **[NOT USED]**

VEST AND VEST BACK OF REPANGA (CUVIER) ISLAND NATURE RESERVE

5.24 In clauses 5.25 and 5.26, **Repanga (Cuvier) Island Nature Reserve** has the meaning given to it by section 82 of the draft settlement bill.

5.25 The settlement legislation will, on the terms provided by section 82 to 84 of the draft settlement bill, provide that –

5.25.1 on the vesting date, the fee simple estate of Repanga (Cuvier) Island Nature Reserve vests in the following:

(a) the governance entity:

(b) the trustees of the Hei o Wharekaho Settlement Trust:

(c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust:

(d) the trustees of the Ngaati Whanaunga Ruunanga Trust; and

5.25.2 on the seventh day after the vesting date, the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests back in the Crown; and

5.25.3 the following matters apply as if the vestings in clauses 5.25.1 and 5.25.2 had not occurred –

(a) Repanga (Cuvier) Island Nature Reserve remains a nature reserve under the Reserves Act 1977:

(b) any enactment, instrument or interest that applied to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date continues to apply to it:

(c) to the extent that the overlay classification applies to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date, it continues to apply to the property:

(d) the Crown retains all liability for Repanga (Cuvier) Island Nature Reserve; and

5.25.4 the vestings in clauses 5.25.1 and 5.25.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

5.25.5 the vesting referred to in clause 5.25.1 is not a disposal of RFR land under the Pare Hauraki Collective Redress legislation.

Vesting date

5.26 The settlement legislation will, on the terms provided by section 83 of the draft settlement bill, provide that –

5.26.1 the governance entity and the trustees specified in clause 5.25.1(b) to (d) (**specified trustees**) may give written notice of the proposed date of vesting to the Minister of Conservation; and

5.26.2 the proposed date must not be later than one year after the settlement date; and

5.26.3 the specified trustees must give the Minister at least 40 business days' notice of the proposed date; and

5.26.4 the Minister must publish a notice in the *Gazette* –

(a) specifying the vesting date; and

(b) stating that the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests in the specified trustees on the vesting date; and

5.26.5 for the purposes of clauses 5.25 and 5.26, **vesting date** means –

(a) the date proposed by the specified trustees in accordance with clauses 5.26.1 to 5.26.3; or

(b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.27 The settlement legislation will, on the terms provided by sections 87 to 101 of the draft settlement bill, –

5.27.1 declare Repanga (Cuvier) Island Nature Reserve (as shown on deed plan OTS-403-336) to be an overlay area subject to an overlay classification; and

5.27.2 provide the Crown's acknowledgement of the statement of Ngāti Maru values in relation to the overlay area; and

5.27.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to have particular regard to the statement of Ngāti Maru values, and the protection principles, for the overlay area; and

(b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the strategy or plan on Ngāti Maru values, and the protection principles, for the area; and

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

5.27.5 enable the making of regulations and bylaws in relation to the overlay area.

5.28 The statement of Ngāti Maru values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.29 The settlement legislation will, on the terms provided by sections 102 to 110 and 112 to 114 of the draft settlement bill, –

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

(a) Mercury Islands (as shown on deed plan OTS-403-339):

(b) Ngahue Reserve (as shown on deed plan OTS-403-333):

(c) Whangapoua conservation area (part Aotea Conservation Park) (as shown on deed plan OTS-403-340); and

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

5.29.3 require relevant consent authorities to forward to the governance entity –

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

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

5.29.4 enable the governance entity, and any member of Ngāti Maru, to cite the statutory acknowledgement as evidence of the association of Ngāti Maru with a statutory area.

5.30 The statements of association are in part 2 of the documents schedule.

DEED OF RECOGNITION

5.31 The Crown must, by or on the settlement date, provide the governance entity with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the Whangapoua conservation area (part Aotea Conservation Park) (as shown on deed plan OTS-403-340).

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

5.33 The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

5.33.1 consult the governance entity; and

5.33.2 have regard to its views concerning the association of Ngāti Maru with the area as described in the statement of association.

PROTOCOLS

5.34 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:

5.34.1 the taonga tūturu protocol:

5.34.2 the primary industries protocol.

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

FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS

5.36 The deed of recognition, and each protocol, will be –

5.36.1 in the form in parts 3 and 4 of the documents schedule; and

5.36.2 issued under, and subject to, the terms provided by sections 102, 111 to 113 and 115 to 120 of the draft settlement bill.

5.37 A failure by the Crown to comply with the deed of recognition, or a protocol, is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

5.38 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.39 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.40 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.41 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

RUAMAAHUA

5.42 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngāti Maru. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Maru.

PROMOTION OF RELATIONSHIPS

Local authorities

5.43 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 7 of the documents schedule, to the Mayor of each local authority listed in clause 5.45.

5.44 The purpose of a letter of facilitation is to –

5.44.1 raise the profile of Ngāti Maru with each local authority receiving it; and

5.44.2 advise the local authority of matters of particular importance to Ngāti Maru relevant to that local authority.

5.45 The local authorities referred to in clause 5.43 are:

5.45.1 Auckland Council:

5.45.2 Thames-Coromandel District Council:

5.45.3 Hauraki District Council:

5.45.4 Matamata-Piako District Council:

5.45.5 Waikato District Council:

5.45.6 Western Bay of Plenty District Council:

5.45.7 Waikato Regional Council:

5.45.8 Bay of Plenty Regional Council.

Museums

5.46 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter to museums**), in the form set out in part 9 of the documents schedule, to the Chief Executives of each museum listed in clause 5.48.

5.47 The purpose of a letter to museums is to:

5.47.1 raise the profile of Ngāti Maru with each museum receiving it; and

5.47.2 encourage each museum to engage with Ngāti Maru on Ngāti Maru taonga held by those museums.

5.48 The museums referred to in clause 5.46 are:

5.48.1 Tāmaki Paenga Hira - Auckland War Memorial Museum:

5.48.2 Waikato Museum:

5.48.3 Tauranga Heritage Collection:

5.48.4 Museum of New Zealand Te Papa Tongarewa:

5.48.5 Canterbury Museum:

5.48.6 Otago Museum:

5.48.7 The British Museum:

5.48.8 Whanganui Regional Museum:

5.48.9 Alexander Turnbull Library:

5.48.10 Hocken Collections:

5.48.11 University of Chicago Oriental Institute:

5.48.12 Musée du quai Branly.

Crown agencies and entities

5.49 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 8 of the documents schedule, to the Chief Executive of each Crown agency and entity listed in clause 5.51, introducing Ngāti Maru and the Ngāti Maru Runanga Trust.

5.50 The purpose of a letter of introduction is to:

5.50.1 raise the profile of Ngāti Maru with each Crown agency and entity receiving it; and

5.50.2 provide a platform for better engagement between Ngāti Maru and each Crown agency and entity.

5.51 The Crown agencies and entities referred to in clause 5.49 are:

5.51.1 Ministry of Education:

5.51.2 Ministry of Health:

5.51.3 Ministry of Social Development:

5.51.4 Waikato District Health Board:

5.51.5 Department of Internal Affairs:

5.51.6 Ministry of Business, Innovation and Employment:

5.51.7 Ministry of Civil Defence and Emergency Management:

5.51.8 Ministry of Defence:

5.51.9 Tourism New Zealand:

5.51.10 Ministry for Women:

5.51.11 Sport New Zealand:

5.51.12 Te Puni Kokiri:

5.51.13 Ministry for Vulnerable Children, Oranga Tamariki:

5.51.14 Counties Manukau District Health Board:

5.51.15 Auckland District Health Board:

5.51.16 Waitemata District Health:

5.51.17 Department of Corrections:

5.51.18 Ministry of Justice:

5.51.19 Ministry for the Environment:

5.51.20 Land Information New Zealand:

5.51.21 New Zealand Police.

5.52 [**NOT USED**]

CULTURAL REDRESS PAYMENT

5.53 The Crown must pay the governance entity, on the settlement date, $81,900 to enable the governance entity to purchase the 5 Kopu-Hikuai Road property from the Pare Hauraki collective commercial entity as set out at clause 7.5.

AHUAHU / GREAT MERCURY ISLAND

5.54 The Crown acknowledges that Ahuahu / Great Mercury Island is of cultural significance to Ngāti Maru and has acknowledged a Treaty breach in respect of the Crown acquisition of the island. The Crown intends that any redress over Crown-owned land on Ahuahu / Great Mercury Island provided to any Iwi of Hauraki includes Ngāti Maru.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

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

5.56 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.16 to 5.19 as they relate to clause 5.1.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $2,245,271, being the financial and commercial redress amount of $27,800,000 less –

6.1.1 $1,584,000, being the transfer value of the commercial redress properties listed in clause 6.2; and

6.1.2 [$30,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.8; and]

6.1.3 [$1,800,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.11 on account of the settlement; and]

6.1.4 $2,025,729, being the agreed transfer value of the properties referred to in clause 7.5 or an agreed portion of the agreed transfer value if the property is being jointly transferred on account of the settlement; and

6.1.5 $19,615,000 (**Pouarua on-account payment**), being that part of the on-account payment that was paid on 15 November 2013 to the Pouarua Farm Limited Partnership attributable to Ngāti Maru on account of the settlement; and

6.1.6 $500,000 (**cash on-account payment**), being the on-account payment that was paid on 14 July 2014 to the governance entity on account of the settlement.

[Redress in this clause is to be confirmed before the Marutūāhu Iwi Collective Redress Deed is initialled]

COMMERCIAL REDRESS PROPERTIES (THAMES)

6.2 The commercial redress properties are –

6.2.1 the Danby Field School site (land only);

6.2.2 the Thames Hardstand Area; and

6.2.3 the Former Thames Rail Land.

6.3 Each commercial redress property is to be –

6.3.1 transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 11 of the property redress schedule; and

6.3.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

6.4 The transfer of each commercial redress property will be –

6.4.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property; and

6.4.2 in the case of Danby Field School site (land only), subject to the governance entity providing to the Crown by or on the settlement date a registrable right of way easement in gross and a registrable easement in gross for a right to drain water in the form in part 5.32 of the documents schedule; and

6.4.3 in the case of the Former Thames Rail Land, –

(a) subject to –

(i) a registrable right of way easement in gross;

(ii) a registrable easement in gross for a right to drain sewage;

(iii) a registrable easement in gross for a right to convey sewage;

(iv) a registrable easement in gross for a right to convey water; and

(v) a registrable easement in gross for a right to drain water,

to be granted by the Crown prior to the settlement date; and

(b) subject to a registrable right of way easement, to be granted by the Crown prior to the settlement date.

6.5 The Danby Field School site (land only) 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 in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

6.6 Clause 6.7 applies if the Crown considers that the Danby Field School site (land only) is surplus to the land holding agency's requirements before the settlement legislation is enacted.

6.7 If this clause applies –

6.7.1 the Crown may give written notice to the governance entity that the Danby Field School site (land only) –

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

(b) ceases to be subject to clause 6.2; and

6.7.2 notice may be given under clause 6.7.1 by the Crown at any time before the settlement legislation is enacted; and

6.7.3 if notice is given by the Crown in accordance with clauses 6.7.1 and 6.7.2 –

(a) the Danby Field School site (land only) ceases to be a commercial redress property; and

(b) the Crown's obligations under this deed in relation to the Danby Field School site (land only) as a commercial redress property immediately end; and

(c) the amount referred to in clause 6.1.1 is reduced by the amount of the transfer value of the Danby Field School site (land only); and

(d) the amount the Crown must pay to the governance entity on the settlement date under clause 6.1 is increased by the transfer value of the Danby Field School site (land only).

COMMERCIAL PROPERTIES

[Clauses 6.8 to 6.10 are subject to the transfer values for each of the properties referred to in clause 6.8 being agreed or determined prior to deed signing. Once transfer values are agreed or determined, one or both of the properties referred to in clause 6.8 may become commercial redress properties and will cease to be commercial properties. If this should occur, the clauses in this part 6 and in relevant parts of the general matters schedule and the property redress schedule will be amended (including inserting a transfer value for each of the properties referred to in clause 6.8, as appropriate) to reflect these changes. This note will then be deleted, prior to deed signing.]

6.8 [The commercial properties described in part 4 of the property redress schedule are –

6.8.1 Port Jackson site A (being part of Port Jackson Recreation Reserve); and

6.8.2 Port Jackson site B (being part of Port Jackson Recreation Reserve).]

6.9 [Each commercial property is to be –

6.9.1 transferred by the Crown to the governance entity on the settlement date and on the terms of transfer in part 11 of the property redress schedule; and

6.9.2 as described, and is to have the transfer value provided, in part 4 of the property redress schedule.]

6.10 [The Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of each commercial property at its transfer value plus GST if any, on the terms in part 11 of the property redress schedule and under which on the settlement date –

6.10.1 the Crown must transfer each property to the governance entity; and

6.10.2 the governance entity must pay to the Crown an amount equal to the transfer value of each property, plus GST if any, by –

(a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or

(b) another payment method agreed in writing by the governance entity and the Crown.]

6.11 The transfer of each commercial property will be, –

6.11.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 4 of the property redress schedule; and

6.11.2 in respect of Port Jackson site A, subject to the governance entity providing to the Crown by or on the settlement date –

(a) a restrictive covenant in gross in the form in part 5.33 of the documents schedule; and

(b) a registrable easement in gross for a right to convey water in the form in part 5.34 of the documents schedule; and

6.11.3 in respect of Port Jackson site B, subject to the governance entity providing to the Crown by or on the settlement date a registrable [right of way and right to park] easement in gross in the form in part 5.35 of the documents schedule.

6.12 The settlement legislation will, on the terms provided by sections 131 and 131C to 131E of the draft settlement bill, provide that, if there is a transfer under section 122 of the draft settlement bill –

6.12.1 Port Jackson site B will be a recreation reserve named [x], with the governance entity as the administering body; and

6.12.2 Port Jackson site A and the Port Jackson site B will be subject to a right of entry in favour of the Department of Conversation for pest control purposes on the terms provided by section 131C of the draft settlement bill; and

6.12.3 the following sections of the draft settlement bill will apply to Port Jackson site B as if that property were a reserve property (as defined in the draft settlement bill) that will vest in the governance entity under subpart 1 of part 2 of the draft settlement bill:

(a) section 66(2) and (4):

(b) section 67(1)(a), (2), (3) and (5):

(c) section 72(2) to (5):

(d) sections 74 to 78; and

6.12.4 Port Jackson site B will be included in the Hauraki Gulf Marine Park; and

6.12.5 sections 70(2) to (6) and 71 of the draft settlement bill will apply to each of Port Jackson site A and Port Jackson site B as if each property were vested in the governance entity rather than being transferred to the governance entity.

DEFERRED SELECTION PROPERTY

6.13 The governance entity may, during the deferred selection period for the deferred selection property described in subpart A of part 5 of the property redress schedule (being the Thames District Court (land only)) give the Crown a written notice of interest in accordance with paragraph 8.1 of the property redress schedule.

6.14 Part 8 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

6.15 The Thames District Court (land only) is to be leased back to the Crown, immediately after purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF THAMES DISTRICT COURT (LAND ONLY)

6.16 In the event that the Thames District Court (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in accordance with paragraph 8.1 of the property redress schedule in respect of the property, give written notice to the governance entity advising it that the property is no longer available for selection by the governance entity in accordance with clause 6.13. The right under clause 6.13 ceases in respect of the Thames District Court (land only) on the date of receipt of the notice by the governance entity under this clause.

JOINT DEFERRED SELECTION PROPERTY (TE WHAREKURA O MANAIA SITE (LAND ONLY))

6.17 The governance entity may, during the deferred selection period for the deferred selection property described in subpart B of part 5 of the property redress schedule (being Te Wharekura o Manaia site (land only)), give the Crown a written notice of interest in accordance with paragraph 8.1 of the property redress schedule. To avoid doubt, clause 6.14 applies to this clause.

6.18 The governance entity's right to give the Crown a notice of interest under clause 6.17 is shared jointly with the trustees of the Ngaati Whanaunga Ruunanga Trust and the trustees of Te Tāwharau o Ngāti Pūkenga Trust, and accordingly, part 8 of the property redress schedule provides, amongst other things, that –

6.18.1 a notice of interest under paragraph 8.1 of the property redress schedule must –

(a) be in the form set out in appendix 1A to subpart A of part 8 of the property redress schedule; and

(b) be signed by all three entities; and

(c) specify a person or entity who will be the single point of contact for the purposes of part 8 of the property redress schedule; and

6.18.2 an election notice under paragraph 8.5 of the property redress schedule must –

(a) be in the form set out in appendix 2A to subpart A of part 8 of the property redress schedule; and

(b) be signed by all three entities; and

(c) specify each entity that elects to purchase the property (each, a **purchasing entity**); and

(d) specify a single point of contact and bank account for the purposes of part 11 of the property redress schedule; and

6.18.3 if a notice under paragraph 8.5 of the property redress schedule specifies more than one entity, the transfer of Te Wharekura o Manaia site (land only) will be to each specified entity as tenants in common in shares specified in the notice; and

6.18.4 if the trustees of the Ngaati Whanaunga Ruunanga Trust or the trustees of Te Tāwharau o Ngāti Pūkenga Trust are the sole purchasing entity, or one of the purchasing entities, that entity will be deemed to have been a party to this deed for the purposes of the provisions in this deed relating to the transfer of Te Wharekura o Manaia site (land only).

6.19 Te Wharekura o Manaia site (land only) is to be leased back to the Crown, immediately after its purchase by the purchasing entities, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

6.20 Clause 6.21 applies if, within 4 months after the date of this deed, the board of trustees of Te Wharekura o Manaia (the **board of trustees**) relinquishes the beneficial interest it has in the property described in subpart C of part 5 of the property redress schedule, being Te Wharekura o Manaia House site (land only).

6.21 If this clause applies–

6.21.1 the Crown must, within 10 business days of this clause applying, give notice to the governance entity that the beneficial interest in Te Wharekura o Manaia House site (land only) has been relinquished by the board of trustees;

6.21.2 the deferred selection property that is Te Wharekura o Manaia site (land only) will include Te Wharekura o Manaia House site (land only); and

6.21.3 all references in this deed to Te Wharekura o Manaia site (land only) are to be read as if that deferred selection property were Te Wharekura o Manaia site (land only) and Te Wharekura o Manaia House site (land only) together.

6.22 Clause 6.23 applies if, within 4 months after the date of this deed, the board of trustees does not agree to relinquish the beneficial interest it has in Te Wharekura o Manaia House site (land only).

6.23 If this clause applies –

6.23.1 the Crown will arrange for the creation of a computer freehold register for Te Wharekura o Manaia site (land only) excluding Te Wharekura o Manaia House site (land only) (the **Balance School site**) in accordance with paragraph 11.38 of the property redress schedule; and

6.23.2 the Crown shall be entitled to enter into any encumbrances affecting or benefiting the Balance School site which the Crown deems reasonably necessary in order to create separate computer freehold registers for Te Wharekura o Manaia House site (land only) and the Balance School site and legalise existing accessways and access to services. Such encumbrances shall be in standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance and costs between grantor and grantee(s) shall provide for apportionment based on reasonable user of any shared easement facilities.

WITHDRAWAL OF TE WHAREKURA O MANAIA SITE (LAND ONLY)

6.24 In the event that Te Wharekura o Manaia site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the entities specified in clause 6.18 have given a notice of interest in accordance with paragraph 8.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection in accordance with clause 6.17. The right under clause 6.17 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

JOINT DEFERRED SELECTION PROPERTY (TAIRUA SCHOOL SITE (LAND ONLY))

6.25 The governance entity may during the deferred selection period for the Tairua School site (land only) more particularly described in subpart B of part 5 of the property redress schedule give the Crown a written notice of interest in accordance with paragraph 8.1 of the property redress schedule. To avoid doubt, clause 6.14 applies to this clause.

6.26 The governance entity's right to give the Crown a notice of interest under clause 6.25 is shared jointly with the trustees of the Hei o Wharekaho Settlement Trust and accordingly part 8 of the property redress schedule provides, amongst other things, that –

6.26.1 a notice of interest under paragraph 8.1 of the property redress schedule must –

(a) be in the form set out in appendix 1B to subpart A of part 8 of the property redress schedule; and

(b) be signed by both entities; and

(c) specify a person or entity who will be the single point of contact for the purposes of part 8 of the property redress schedule; and

6.26.2 an election notice under paragraph 8.5 of the property redress schedule must –

(a) be in the form set out in appendix 2B to subpart A of part 8 of the property redress schedule; and

(b) be signed by both entities; and

(c) specify each entity that elects to purchase the property (each, a **purchasing entity**); and

(d) specify a single point of contact and bank account for the purposes of part 11 of the property redress schedule; and

6.26.3 if a notice under paragraph 8.5 of the property redress schedule specifies more than one entity, the transfer of the Tairua School site (land only) will be to each specified entity as tenants in common in shares specified in the notice; and

6.26.4 if the trustees of the Hei o Wharekaho Settlement Trust are the sole purchasing entity, or one of the purchasing entities, that entity will be deemed to have been a party to this deed for the purposes of the provisions in this deed relating to the transfer of the Tairua School site (land only).

6.27 The Tairua School site (land only) is to be leased back to the Crown immediately after its purchase by the purchasing entities, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF TAIRUA SCHOOL SITE (LAND ONLY)

6.28 In the event that Tairua School site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the entities specified in clause 6.26 have given a notice of interest in accordance with paragraph 8.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection in accordance with clause 6.25. The right under clause 6.25 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

JOINT SECOND RIGHT OF PURCHASE OF POUARUA PEAT BLOCK

[**Note: Ngāti Maru and Ngāti Tamaterā have the joint right to purchase the Pouarua Peat Block (second right of purchase property) if that property becomes available to them (i.e. is not required for use in another Treaty settlement). Ngāti Maru and Ngāti Tamaterā will have a one month period in which to serve a notice of interest to Landcorp. Further details will be set out in this deed before it is signed.**]

DEFERRED PURCHASE PROPERTIES

Kopu land

6.29 The governance entity must purchase land within the Kopu land, being the land described in subpart A of part 6 of the property redress schedule, if, during the period of [5] years after the settlement date, the Crown gives notice to the governance entity that the land is available for purchase by the governance entity.

6.30 The terms and conditions of the obligation to purchase land within the Kopu land, being a deferred purchase property, are set out in part 9 of the property redress schedule.

Patutahi land

6.31 The governance entity must purchase land within the Patutahi land, being the land described in subpart B of part 6 of the property redress schedule, if, during the period of 35 years after the settlement date, the Crown gives notice to the governance entity that the land is available for purchase by the governance entity.

6.32 The terms and conditions of the obligation to purchase land within the Patutahi land, being a deferred purchase property, are set out in part 9 of the property redress schedule.

[Note: Ngāti Maru has been offered 10 hectares from the Tararu Conservation Area as commercial redress with no conservation status. The location of the 10 hectares and the form of the commercial redress (ie commercial redress property or deferred selection property) is still under discussion and will be finalised before the deed is signed. For signing, the required drafting will be inserted to give effect to the finalised redress and this drafting note will be deleted.]

SETTLEMENT LEGISLATION

6.33 The settlement legislation will, on the terms provided by sections 121 to 132 of the draft settlement bill, enable the transfer of –

6.33.1 the commercial redress properties; and

6.33.2 the deferred selection properties; and

6.33.3 the deferred purchase properties; and

6.33.4 each commercial property.

SHARED RFR IN RELATION TO AOTEA RFR LAND

6.34 The governance entity, the trustees of the Te Patukirikiri Iwi Trust, and the trustees of the Ngāti Tamaterā Treaty Settlement Trust are to have a right of first refusal in relation to a disposal by the Crown or a Crown body of Aotea RFR land, being land listed in the attachments as Aotea RFR land that, on the settlement date, –

6.34.1 is vested in the Crown; or

6.34.2 the fee simple for which is held by the Crown; or

6.34.3 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown.

6.35 The right of first refusal is –

6.35.1 to be on the terms provided by sections 149 to 180 of the draft settlement bill; and

6.35.2 in particular, to apply –

(a) for a term of 177 years from the settlement date; but

(b) only if the Aotea RFR land is not being disposed of in the circumstances provided by sections 158 to 167 or a matter referred to in section 168(1) of the draft settlement bill.

APPLICATION OF CROWN MINERALS ACT 1991

6.36 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

6.36.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown minerals in–

(a) any commercial redress property transferred to the governance entity; or

(b) any purchased deferred selection property transferred to the governance entity or, in relation to Te Wharekura o Manaia site (land only) or Tairua School site (land only), transferred to the purchasing entities; or

(c) any purchased deferred purchase property transferred to the governance entity; or

(d) any commercial property transferred to the governance entity; or

(e) the second right of purchase property transferred to the governance entity; or

(f) the Pouarua Farm property; or

(g) any Aotea RFR land transferred to the governance entity under a contract formed under section 157 of the draft settlement bill; but,

[**Drafting in relation to the second right of purchase property is subject to amendment**]

6.36.2 that transfer does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals; and

(c) if the fee simple estate in a property is transferred in accordance with this part to the governance entity and others as tenants in common, any minerals in the property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 6.36.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

6.37 Sections 138 to 147 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.36 applies.

6.38 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngāti Maru is –

7.1.1 one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau;

7.1.2 a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau;

7.1.3 one of the 12 Iwi of Hauraki;

7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;

7.1.5 one of the iwi of the Marutūāhu Iwi; and

7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKAURAU COLLECTIVE REDRESS

7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –

7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

(a) cultural redress in relation to particular Crown-owned portions of maunga[1] and motu[2] of the inner Hauraki Gulf / Tīkapa Moana:

(b) governance arrangements relating to four motu[3] of the inner Hauraki Gulf / Tīkapa Moana:

(c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

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[1] Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhuiarangi / Pigeon Mountain, Ōtāhuhu / Mount Richmond, Rarotonga / Mount Smart, Takarunga / Mount Victoria, and Te Tātua-a-Riukiuta.

[2] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi Island.

[3] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Motukorea.

(d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

Commercial redress in relation to RFR land

(e) a right of first refusal over RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properties

(f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –

(i) in relation to which one of the iwi or hapū of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but

(ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

7.2.2 includes an acknowledgement that, although the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

CERTAIN PROPERTIES CEASE TO BE NGĀ MANA WHENUA O TĀMAKI MAKAURAU COLLECTIVE REDRESS

7.3 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that the Pohutukawa property ceases to be RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for the purposes of that Act.

PARE HAURAKI COLLECTIVE REDRESS

7.4 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

7.4.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

7.4.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:

7.4.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering Coromandel Peninsula, motu[4] and wetlands[5]:

7.4.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure the Iwi of Hauraki values and interests are provided for:

7.4.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:

7.4.6 a statutory acknowledgement over the Kaimai Mamaku Range:

7.4.7 $3,000,000 funding and other support for te reo revitalisation:

7.4.8 Ministry for Primary Industries redress including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:

7.4.9 changing the geographic names of specified areas of significance:

7.4.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

7.4.11 $500,000 towards the Pare Hauraki collective cultural entity:

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[4] Including Motutapere Island, Cuvier Island (Repanga), Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).
[5] Including Kopuatai, Torehape and Taramaire wetlands.

Commercial redress

7.4.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):

7.4.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:

7.4.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:

7.4.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:

7.4.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

7.4.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:

7.4.18 involvement in any review of ownership of gold and silver:

7.4.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Properties

7.5 The parties acknowledge that it is intended that the following properties are to be transferred by the Pare Hauraki collective commercial entity to the governance entity, either solely, or jointly with other iwi, as the case may be, pursuant to the Pare Hauraki Collective Redress Deed as early release properties:

Early release commercial redress properties

7.5.1 107 Ajax Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngāti Tara Tokanui Trust, Ngaati Whanaunga Ruunanga Trust):

7.5.2 401 Achilles Avenue, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngāti Tumutumu/Ngāti Rāhiri Tumutumu Trust, Ngaati Whanaunga Ruunanga Trust):

7.5.3 1-5 Toko Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngaati Whanaunga Ruunanga Trust):

7.5.4 105 Isabel Street, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngaati Whanaunga Ruunanga Trust):

7.5.5 Cnr Orchard East Road / SH2, Ngatea (jointly with Ngāti Tamaterā Treaty Settlement Trust):

7.5.6 2 Church Road / North Road (jointly with Hako Tūpuna Trust):

7.5.7 603 MacKay Street, Thames:

7.5.8 607 MacKay Street, Thames (jointly with Ngaati Whanaunga Ruunanga Trust):

7.5.9 609 MacKay Street, Thames (jointly with Ngaati Whanaunga Ruunanga Trust):

7.5.10 416 Brown Street, Thames (jointly with Ngaati Whanaunga Ruunanga Trust):

7.5.11 1857 Kopu-Hikuai Road (SH25A), Thames (jointly with Hei o Wharekaho Settlement Trust):

7.5.12 131 Karaka Road, Thames (jointly with Ngaati Whanaunga Ruunanga Trust):

7.5.13 Mahuta Road North / Cross Road SH2, Mangatarata:

7.5.14 19 Hayward Road, Ngatea:

7.5.15 465 - 475 Stanley Road South, Te Aroha (jointly with Ngāti Tumutumu/Ngāti Rāhiri Tumutumu Trust):

7.5.16 Feisst Road/Bell Road, Maramarua (jointly with Ngaati Whanaunga Ruunanga Trust, Ngāti Paoa Iwi Trust, Ngāti Tamaterā Treaty Settlement Trust):

7.5.17 5 Kopu-Hikuai Road, Thames:

7.5.18 112A & B Grafton Road, Thames:

7.5.19 400 Woodland Road, Katikati.

Housing New Zealand Corporation right of first refusal

7.6 The parties acknowledge that the governance entity, along with the governance entity or governance entities of the iwi specified in the fourth column of the table, will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective

commercial entity under the Pare Hauraki Collective Redress Deed, in respect of the following properties:

Land Holding Agency	Housing New Zealand Corporation		
Property ID	**Address**	**Legal Description**	**Iwi**
HSS0028614	Thames	0.0718 hectares, more or less, being Lot 4 DPS 15860. All computer freehold register SA17A/340.	Ngāti Maru / Ngāti Tamaterā
HSS0028615	Thames	0.1039 hectares, more or less, being Lot 3 DPS 276. All computer freehold register SA17B/202.	Ngāti Maru / Ngāti Tamaterā
HSS0028470	Thames	0.0576 hectares, more or less, being Lot 3 DPS 29109. All computer freehold register SA29A/834.	Ngāti Maru / Ngāti Tamaterā
HSS0030005	Thames	0.0812 hectares, more or less, being Lot 3 DPS 2710. All computer freehold register SA54A/605.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri
TUS0007215	Thames	0.0540 hectares, more or less, being Lot 1 DPS 73266. All computer freehold register SA59A/127.	Ngāti Maru / Ngāti Tamaterā
TUS0007216	Thames	0.0519 hectares, more or less, being Lot 2 DPS 73266. All computer freehold register SA59A/128.	Ngāti Maru / Ngāti Tamaterā
TUS0006970	Thames	0.0529 hectares, more or less, being Lot 1 DPS 84508. All computer freehold register SA67A/53.	Ngāti Maru / Ngāti Tamaterā
TUS0006969	Thames	0.0378 hectares, more or less, being Lot 2 DPS 84508. All computer freehold register SA67A/54.	Ngāti Maru / Ngāti Tamaterā
TUS0006972	Thames	0.0410 hectares, more or less, being Lot 1 DPS 84609. All computer freehold register SA67A/606.	Ngāti Maru / Ngāti Tamaterā
TUS0006971	Thames	0.0373 hectares, more or less, being Lot 2 DPS 84609. All computer freehold register SA67A/607.	Ngāti Maru / Ngāti Tamaterā
HSS0031164	Thames	0.2023 hectares, more or less, being Lot 4 DPS 86484. All computer freehold register SA68B/904.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri

TUS0007234	Thames	0.0499 hectares, more or less, being Lot 1 DPS 88415. Part computer freehold register SA69A/840. 0.0431 hectares, more or less, being ¼ share of fee simple, Lot 5 DPS 88415. Part computer freehold register SA69A/840.	Ngāti Maru / Ngāti Tamaterā
TUS0007233	Thames	0.0382 hectares, more or less, being Lot 2 DPS 88415. Part computer freehold register SA69A/841. 0.0431 hectares, more or less, being ¼ share of fee simple, Lot 5 DPS 88415. Part computer freehold register SA69A/841.	Ngāti Maru / Ngāti Tamaterā
HSS0029329	Thames	0.0875 hectares, more or less, being Lot 11 DPS 2710. All computer freehold register SA9A/1467.	Ngāti Maru / Ngāti Tamaterā
HSS0029247	Thames	0.0612 hectares, more or less, being Lot 3 DPS 2045. All computer freehold register SA9B/1263.	Ngāti Maru / Ngāti Tamaterā
HSS0029248	Thames	0.0612 hectares, more or less, being Lot 4 DPS 2045. All computer freehold register SA9B/1264.	Ngāti Maru / Ngāti Tamaterā
HSS0028637	Thames	0.0749 hectares, more or less, being Lot 5 DPS 2045. All computer freehold register SA9B/1265.	Ngāti Maru / Ngāti Tamaterā
HSS0028638	Thames	0.0716 hectares, more or less, being Lot 10 DPS 2045. All computer freehold register SA9B/1268.	Ngāti Maru / Ngāti Tamaterā
HSS0029250	Thames	0.0670 hectares, more or less, being Lot 13 DPS 2045. All computer freehold register SA9B/1270.	Ngāti Maru / Ngāti Tamaterā
HSS0029328	Thames	0.1019 hectares, more or less, being Lot 13 DPS 6104. All computer freehold register SA9B/192.	Ngāti Maru / Ngāti Tamaterā
HSS0029325	Thames	0.0744 hectares, more or less, being Lot 4 DPS 2710. All computer freehold register SA9C/436.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri

HSS0029326	Thames	0.0784 hectares, more or less, being Lot 5 DPS 2710. All computer freehold register SA9C/437.	Ngāti Maru / Ngāti Tamaterā
HSS0028324	Thames	0.0807 hectares, more or less, being Lot 7 DPS 2710. All computer freehold register SA9C/439.	Ngāti Maru / Ngāti Tamaterā
HSS0029327	Thames	0.0794 hectares, more or less, being Lot 8 DPS 2710. All computer freehold register SA9C/440.	Ngāti Maru / Ngāti Tamaterā

MARUTŪĀHU IWI COLLECTIVE REDRESS

7.7 The parties record the following summary of redress intended to be provided for in the Marutūāhu Iwi Collective Redress Deed. The summary is non-comprehensive and provided solely for reference. In the event of any conflict between the terms of the summary and the Marutūāhu Iwi Collective Redress Deed, the Marutūāhu Iwi Collective Redress Deed prevails:

Cultural redress

7.7.1 vesting of land at the following properties:

(a) Omahu property (Maungarei):

(b) Moutohora property (Motuora):

(c) Marutūāhu property (Mahurangi):

(d) Te Wharekura property (Tiritiri Matangi):

(e) Te Mokai a Tinirau property (Motuihe):

(f) Mangoparerua Pā property (Motuihe):

(g) Taurarua property A:

(h) [Taurarua property B]:

(i) Whangaparaoa property:

(j) Te Kawau Tu Maru property (Kawau):

7.7.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:

7.7.3 transfer of the Sunny Bay Wharf on Kawau Island:

7.7.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:

7.7.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:

7.7.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:

7.7.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

7.7.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:

7.7.9 the transfer of the Maramarua Forest on specified terms:

7.7.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]

7.7.11 the transfer of the Anzac Street, Takapuna property as an early release property:

7.7.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:

(a) specified landbank properties:

(b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:

(c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:

7.7.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:

7.7.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:

7.7.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:

7.7.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:

7.7.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.

8 TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE

8.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Ngāti Maru.

8.2 Ngāti Maru and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Ngāti Maru.

8.3 Ngāti Maru consider, but without in any way derogating from clause 8.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

8.4 The Crown recognises:

8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and

8.4.2 Ngāti Maru have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

8.5 The Crown acknowledges that the aspirations of Ngāti Maru for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:

8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;

8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and

8.5.3 facilitate the exercise by Ngāti Maru of kaitiakitanga, rangatiratanga and tikanga manaakitanga.

8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngāti Maru have with natural resources, and that the iwi have an important role in their care.

8.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngāti Maru in the natural resource management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.

8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.

8.10 Ngāti Maru are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

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

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

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

9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and

9.3.2 must comply with the relevant drafting conventions for a government bill; and

9.3.3 must be in a form that is satisfactory to Ngāti Maru and the Crown.

9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngāti Maru and the Crown.

9.5 Ngāti Maru and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

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

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

9.7.1 clauses 6.6, 6.7, 6.16, 6.20 to 6.24, 6.28 and 9.4 to 9.11:

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

EFFECT OF THIS DEED

9.8 This deed –

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

9.8.2 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.

9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

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

9.11 If this deed is terminated in accordance with its provisions, –

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

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

9.11.3 this deed remains "without prejudice"; but

9.11.4 the parties intend that –

(a) the on-account payments;

(b) any property listed in clause 7.5, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed; and

(c) [the property referred to in clause 7.7.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed,]

are 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; and

10.1.2 the Crown's –

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

(b) tax indemnities in relation to redress; and

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

10.1.4 amending this deed.

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 Maru, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

(a) is, or is founded on, a right arising –

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 –

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

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

(a) Wai 174 – Ngā Whanau O Omahu (Hauraki Lands) claim:

(b) Wai 464 – Pakirarahi No.1C Block claim:

(c) Wai 661 – Wharekawa East No. 2 Block claim:

(d) Wai 867 – Land and Resources in the Marutūāhu Tribal Region claim:

(e) Wai 970 – Tamatepo Hauraki Lands claim:

(f) Wai 2037 – Ngāti Pu Lands claim; and

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 Maru or a representative entity, including the following claims:

(a) Wai 100 – Hauraki Māori Trust Board claim:

(b) Wai 177 – Hauraki Gold Mining Lands claim:

(c) Wai 355 – Hikutaia and Whangamata Land claim:

(d) Wai 373 – Maramarua State Forest claim:

(e) Wai 374 – Auckland Central Railways Land claim:

(f) Wai 454 – Marutūāhu Tribal Region claim:

(g) Wai 475 – Whangapoua Forest claim:

(h) Wai 496 – Tamaki Girls College and Other Lands within Tāmaki Makaurau claim:

(i) Wai 650 – Athenree Forest and Surrounding Lands claim:

(j) Wai 693 – Te Aroha Lands claim:

(k) Wai 694 – Tairua Block and Forest claim:

(l) Wai 704 – Whangamata 4D4B2A Block and Other Blocks claim:

(m) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim:

(n) Wai 811 – Coromandel Township and Other Lands (Te Patukirikiri) claim:

(o) Wai 812 – Marutūāhu Land and Taonga claim:

(p) Wai 865 – Waihou Railway Land claim:

(q) Wai 887 – Ngawaka Tautari Lands (Auckland Kaipara) claim:

(r) Wai 997 – Tauteka Papaaroha 1 Block claim:

(s) Wai 1696 – Tararu Land (Nicholls) claim:

(t) Wai 1807 – Descendants of Tipa Compain claim:

(u) Wai 1891 – Ngaromaki Block Trust Mining claim:

(v) Wai 2007 – Ngāti Pukenga, Ngāti Maru and Ngaati Whanaunga me Ngā Iwi o Te Awaawa o Manaia claim:

(w) Wai 2080 – Emere Apanui Stewart Whanau Trust claim:

(x) Wai 2298 – W T Nicholls Estate Lands and Resources (Tukerangi) claim:

(y) Wai 2416 – The Land Confiscation (Carter and Lawson-Nuri) claim.

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

10.3.1 a claim that a member of Ngāti Maru, 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 a tupuna or 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:

10.3.3 a claim based on descent from a tupuna or ancestor of Ngāti Maru ki Taranaki.

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

NGĀTI MARU

10.5 In this deed, **Ngāti Maru** means –

10.5.1 the collective group composed of individuals who descend from a Ngāti Maru tupuna or ancestor; 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 Ahumua:

(b) Ngāti Hape:

(c) Ngāti Hauauru:

(d) Ngāti Hikairo:

(e) Ngāti Kotinga:

(f) Ngāti Kuriuaua:

(g) Ngāti Matau:

(h) Ngāti Naunau:

(i) Ngāti Pakira:

(j) Ngāti Pu:

(k) Ngāti Rautao:

(l) Ngāti Tahae:

(m) Ngāti Te Aute:

(n) Ngāti Tumoana:

(o) Ngāti Ua:

(p) Ngāti Wawenga:

(q) Ngāti Whanga:

(r) Te Matahu:

(s) Te Uringahu; 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; or

(b) legal adoption; or

(c) whāngai (Māori customary adoption) in accordance with Ngāti Maru tikanga (Māori customary values and practices of Ngāti Maru); and

10.6.2 **Ngāti Maru tupuna or ancestor** means an individual who –

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

(i) Tamatepō; or Te Ngako; or Taurukapapa; or

(ii) a recognised tupuna or ancestor of any of the groups referred to in clause 10.5.2; and

(b) exercised customary rights predominantly in relation to the area of interest at any time after 6 February 1840; and

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

(a) rights to occupy land and waters, including coastal lands and waters; and

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

MANDATED NEGOTIATORS

10.7 In this deed, **mandated negotiators** means the following individuals –

10.7.1 Paul Francis Majurey [***town or city of residence, occupation***]; and

(a) Walter Ngakoma Ngamane [***town or city of residence, occupation***].

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on [***date***]

SIGNED for and on behalf of **NGĀTI MARU** by
the mandated negotiators in the presence of –

Walter Ngakoma Ngamane

Paul Francis Majurey

WITNESS

Name:

Occupation:

Address:

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

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

Hon Christopher Finlayson

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

Hon Steven Leonard Joyce

WITNESS

Name:

Occupation:

Address: