

**NGĀTI PAOA
and
THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST
and
THE CROWN**

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

20 March 2021

DEED OF SETTLEMENT

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 Paoa 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 Paoa; 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 Paoa to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāti Paoa; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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THIS DEED is made between

NGĀTI PAOA

and

THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST

and

THE CROWN

1 BACKGROUND / TE WAKA TAUO O NGĀTI PAOA: PĪTAU WHAKAREI

Tuia ki te rangi, Tuia ki te papa
Tuia te ira atua, te ira tangata
Ka rongo te po, Ka rongo te ao
Paoa ki uta, Paoa ki tai
Kia pono, kia tika, kia aroha
Kia tau iho mai ngā manaakitanga ki runga i a tātou
Haumie, hui e, taiki e!

Bind the sky, bind the earth
Bind the heavenly essence, bind the human essence
The night senses, the light senses,
Paoa of the land, Paoa of the sea
Be true, show integrity and compassion,
Let blessings descend upon us
Bound, together, as one!

- 1.1 The ancestral waka taua (war canoe) of Ngāti Paoa, *Kotūiti*, provides the conceptual framework for this Deed of Settlement. At the front of the waka the pītau whakareia (the adorned figurehead) symbolises the face of the Paoa descendants at the bow of the canoe. Paoa descendants look simultaneously to the past and to the future. Within the takere o te waka (the hull of the canoe) sits the Ngāti Paoa nation paddling the ebbs and flows of the ocean guided by their rangatira and tohunga waka. Trailing behind the stern of waka taua are puhariki (plume feathers). As the paddlers of *Kotūiti* arrive at Karaka Bay, at the mouth of the Tāmaki River, they meet Crown officials waiting on the bank. The rangatira of the Crown and Ngāti Paoa congregate on the shores of this ancestral river to address historical grievances and to move forward from a past of colonial trauma to a future of healing and collective wellbeing:

“Ngāti Paoa ki uta, Ngāti Paoa ki tai, Ngāti Paoa ki tua o te pae o Matariki.”

- 1.2 This whakatauaākī has two meanings in this context. First, this whakatauaākī signifies the long-standing existence of the Ngāti Paoa collective as a prosperous maritime and coastal nation. Through history, Ngāti Paoa maintained their prowess on the water in Tāmaki and Hauraki. Historically Ngāti Paoa have exercised their mana throughout the western shores of Tīkapa Moana. Ngāti Paoa ancestors expanded their rangatiratanga to the north and west, establishing a rohe which extended out from the North Shore to the islands of the Waitematā, and through Tāmaki. From the western inland areas of Tīkapa Moana, Ngāti Paoa ancestors reached deep into the plains of Hauraki and the surrounding hills. Today, the waka taua *Kotūiti II* pays tribute to the ancient maritime history of Ngāti Paoa ancestors. The final part of the whakatauaākī – *Ngāti Paoa ki tua o te pae o Matariki* – refers to the ongoing aspirations of Ngāti Paoa to reaffirm the prosperity and holistic wellbeing of their people. These aspirations are expressed in this whakatauaākī through the analogy of Ngāti Paoa *transcending the horizons of Matariki*.
- 1.3 This Deed of Settlement will enable Ngāti Paoa to work alongside the Crown in partnership to transcend a period of colonial trauma and to pursue a future in which the

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descendants of Paoa can begin to heal and collectively thrive. The whatu ariki (the eyes at the fore of *Kotūiti*) are a symbol of the bonds between te ira atua and te ira tangata, which binds us all as humans to a divine realm and being. This concept consciously and continually reminds the descendants of Paoa to act in the present with the past in mind, and to move towards the future.

BACKGROUND

- 1.4 The following background section describes the traditional history of Ngāti Paoa.
- 1.5 The ancestor Paoa was the youngest child of Hekemaru from Te Arawa and Heke-i-te-Rangi of Tainui. Ngāti Paoa tradition states that the union of Hekemaru and Heke-i-te-Rangi brought all of the ancestral canoes together. As an adult, Paoa lived at Kaitōtehe with his wife, Tauhākari and his children Toapoto, Toawhano and Koura. An incident occurred where Paoa was embarrassed that he could not entertain his elder brother Mahuta as befitting a chief of noble rank when the elder brother arrived at the village unannounced. Consequently, Paoa decided to leave his family and travel to Hauraki.
- 1.6 He followed the Mangawara River to its headwaters and then crossed over to the Piako River. Following the Piako River south he arrived at the pā site Mirimirirau. Here he was accepted as a man of noble rank among the local people. Paoa's fame was heard throughout Hauraki and in particular by Tukutuku, the daughter of Taharua, and granddaughter of Tamaterā and Ruawehea. At the welcome request of Tukutuku, Paoa resolved to travel to her village. He and his entourage headed northward along the Piako River through to the southern shore of Tīkapa Moana, thence turning eastward toward the Waihou River where he finally met Tukutuku at Ruawehea, the place of Tukutuku's ancestors. It was during this journey that the proverbs of Ngāti Paoa were first coined – "Paoa pukunui" and "Paoa taringa rahirahi" – proverbs that both celebrated and exalted the virtues of Paoa. At Ngahinapouri, and following a prolonged courtship, Paoa married Tukutuku, the great grand-daughter of Marutūāhu.
- 1.7 The children of Paoa and Tukutuku, of whom Tipa and Horowhenua were prominent rangatira, primarily lived in and around the Hauraki Plains, near their relations of Ngāti Tamaterā. Following a battle between the brothers Tipa and Horowhenua, with their half-brothers, Toapoto and Toawhano at Tikitikimaurea, they and their siblings took the name of their father, calling themselves Ngāti Paoa to honour him.
- 1.8 The children of Paoa and Tukutuku married with descendants of Te Uri o Pou, in particular with the noted children of Kaiwhakapae and Taurua, thus forming an alliance with these ancestors. It was these ancestors of Ngāti Paoa who combined with iwi of Marutūāhu and engaged in battle with iwi of the Tāmaki isthmus in response to the deaths of their relatives who were noted rangatira of Ngāti Maru, as well as the death of the Hauraki guardian of Tīkapa Moana, Ureia, attributed to the same Tāmaki iwi.
- 1.9 Ngāti Paoa would expand and develop strong customary interests on the western shores of the Firth of Thames where they lived close to other related tribes. This occurred directly after battles with resident iwi led by Kaiwhakapae and Taurua's children, Korohura, Putohe, Kapu and Te Whiringa, along with Paoa's grandsons, Taukiri and Manawa. Ngāti Paoa established themselves on the western shores of Tīkapa Moana, and Kohukohunui and Rātāroa became their sacred mountains. They

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frequented the dense forested areas of the Hunua Ranges for spiritual and physical nourishment. Tīkapa Moana provided them with fish and shellfish, and also provided them with a means of rapid and efficient transport. Their prowess on the water became a hallmark of the iwi. Ngāti Paoa expanded north and west until, by the 1700s, they established a corridor from the North Shore, extending out to the islands of the Waitematā, through Tāmaki, and along the western inland areas of Tīkapa Moana, reaching deep into the Hauraki Plains and the elevated periphery.

- 1.10 Ngāti Paoa's expansion was attributed to a number of events and rangatira, beginning with Horowhenua and Tipa who retrieved their father from Waikato. The next event involved Te Uri o Pou, other iwi from southern Tāmaki and Paoa's sons and grandsons, Taukiri and Manawa, who played particularly important roles in the warfare around the western shores of Tīkapa Moana and inland over the ranges of Hunua. Pukeko also contributed to the expansion of Ngāti Paoa, in particular the hapū of Ngāti Hura, to the eastern and northern reaches of the Coromandel, as it was he who acted in retaliation for the murder of Tipa and waged war on a long-standing resident Hauraki iwi of those areas. Likewise Tokohia and Ngaromania, who were the sons of Te Whiringa and Te Kaweinga, were prominent in Tāmaki. Tokohia and Ramaaro's (of Ngāti Paoa) son, Te Mahia (Totokarewa), was another chief that contributed to the gradual expansion of Ngāti Paoa within Tāmaki. Finally and most notably, the grandsons of Pukeko and Te Motu, and sons of Te Mahia and Māhora were to play a significant role in the expansion of Ngāti Paoa. Their names were Te Haupa, Te Waero and Pōkai. These brothers were to engage in warfare that would result in expansion into a vast tract of land extending from Mahurangi in the north, through to Te Hoe o Tainui in the south, venturing also as far east and south as Tauranga with the Marutūāhu confederation of tribes.
- 1.11 Descendants of both of Paoa's marriages with Tauhakari and Tukutuku intermarried and still maintain strong interests within the Central East Waikato region.
- 1.12 Around 1780, Ngāti Paoa led the Marutūāhu Confederation's advance toward Tāmaki and the Waitematā and established a firm foothold along the western side of the Tāmaki River and at (Mokoia) Panmure. Prominent Ngāti Paoa chiefs of these settlements at that time were Te Putu, Ngaro ki te Uru, Rongomaurikura and Nohowaka.
- 1.13 By 1785, Te Haupa had made Te Tāpapakanga a Puku his headquarters, and subsequently further exerted his mana over the Wharekawa district following a great battle with another iwi. He and his iwi were able to consolidate their northward expansion from this base. In 1790, Te Haupa initiated war with a neighbouring iwi following a fishing expedition in the Mahurangi district, which eventually led to Ngāti Paoa using lands and fishing grounds north of Tāmaki from Takapuna to Te Arai. In 1793, Ngāti Paoa, aboard their great waka Te Kōtuiti, and Ngāti Maru, aboard Te Tai o te Puruhi, combined to successfully wage war on a northern tribe in retaliation for the deaths of the leading Marutūāhu rangatira Te Mahia, Hauāuru and Pōkere. From 1794 to 1798, Ngāti Paoa was engaged in many battles.
- 1.14 However, by 1805, Ngāti Paoa were wearying of war. Ngāti Paoa negotiated peace settlements with many neighbouring iwi, and marriages involving significant ancestors were used to secure peace. During this time, hapū of Ngāti Paoa continued to exercise their customary interests in the islands of the Hauraki Gulf as well as in Tāmaki where

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large settlements were observed along the Tāmaki Estuary through to Otahuhu. Ngāti Paoa had an enviable economy to sustain them.

- 1.15 In 1769, Captain Cook visited the area, as did several whalers, sealers and traders in the 1790s, and they bequeathed a vivid picture of Ngāti Paoa at that time. Cook's description of the Firth of Thames attracted a great number of ships to the area. From 1790 to 1795, sealing and whaling ships did most of their repairs at Waiheke Island, the island domain of Ngāti Paoa.
- 1.16 During the following six years, a number of ships looking for timber came to the Hauraki Gulf. To provide for the ships, the Māori people of the Firth of Thames grew potatoes and, by the beginning of the 1800s, were growing very large quantities. As traders flocked to these shores, they required food and water. Ngāti Paoa recognised this and were an industrious people, who provided not only for their own people, but also for the influx of travellers, whalers and sealers.
- 1.17 In 1801, when the ship *Royal Admiral* visited the Waihou River, Ngāti Paoa hapū were living at Hikutaia. The visitors rowed up the Hikutaia Stream to Kakaramaea where Te Haupa lived. They commented on the quality of the dwellings there and noted about 300 residents. It was the second largest kāinga in the region they had visited.
- 1.18 At Waiheke, kauri spars began to emerge as a highly prized commodity by the Europeans. Ngāti Paoa engaged in the removal of these spars from the interior of the island, as well as supplying water to visiting merchant ships and the British Navy; Man o War Bay was given its name for this very reason. Seafarers also coined the phrase "The Watering Place" as a name for the area.
- 1.19 Later, in November 1814, the missionary Samuel Marsden arrived in the brig *Active*, at Tāpapakanga where Te Haupa resided. Marsden commented that when he arrived, he met some of the finest and best dressed men and women he had yet seen in New Zealand. Te Haupa and Marsden exchanged gifts. Marsden sojourned at Whakatiwai where the Ngāti Paoa headquarters were. They were welcomed with great joy and provided with many hogs and potatoes. There they observed many women and children, very fat hogs and fine plantations of potatoes.
- 1.20 Marsden, with another missionary, Butler, arrived on a second voyage to New Zealand in 1820. They visited Te Hiinaki, son of Rongomaurikura, at Mokoia on the Tāmaki River. Te Hinaki was a prominent Ngāti Paoa rangatira who had assumed the mantle of leadership along with his contemporary and first cousin Te Tata. The Ngāti Paoa hapū Ngāti Hura and Te Matekiwaho dwelled at Mokoia under their leadership. Ngāti Paoa tradition states that the missionaries were enthusiastically received. Mokoia was the most significant settlement in the region with Butler estimating four thousand inhabitants, while Te Hinaki stated there were seven thousand. Marsden was most impressed with Mokoia: "Their houses are superior to most I've met with. Their stores were full of potatoes containing some thousands of baskets and they had some very fine hogs." Butler, who climbed what was probably Maungarei (Mt Wellington), saw twenty villages in the valley below and "with a single glance beheld the greatest portion of cultivated land I had ever met within one place in New Zealand."

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- 1.21 Shortly after Marsden's departure, an explorer arrived at Mokoia on the *Prince Regent*. He described the village and the extent of the surrounding settlement and cultivations. The explorer reported that:

"It was generally observed that for the harmony of their voices, the gracefulness of their movements as well as in personal appearance they had far the advantage of any other tribe we had met with ... in appearance these people were far superior to any of the New Zealanders we had hitherto seen they were fairer, taller and more athletic, their canoes were larger and more richly carved and ornamented and their houses, larger and more ornamented with carving than we had generally observed."

- 1.22 Ngāti Paoa was well positioned to take advantage of the new trading opportunities offered by engagement with the European world due to their proximity to the harbour and the natural resources they controlled. But the iwi was about to be engulfed once more in war with a new type of deadly weapon. The old balance of power was about to shift dramatically with the arrival of the musket. In the bloodshed that followed, Ngāti Paoa was routed and dreadful massacres took place. The Ngāti Paoa defenders were no match for the musket and soon fled south to seek refuge with kin tribes. Ngāti Paoa occupied the main trading and raiding route of that time and after the invaders withdrew, peace settlements were negotiated, and the rohe was safe once again to occupy, Ngāti Paoa returned to their lands.
- 1.23 Captain D'Urville on his second visit to New Zealand in 1827, on 26 February, engaged with the Ngāti Paoa chiefs Tawhiti and Te Rangui at the entrance to the Tāmaki River. They noted, as Te Rangui and Tawhiti led them along the canoe portage to Otahuhu, toward the Manukau, that on the Eastern side of the Tāmaki they "saw the village of Ourouroa and a number of canoes with a great many inhabitants." And that on their return, they witnessed that "crowds of natives were looking for shellfish in the mud and the rocks at the entrance were covered with men fishing." The French evidence portrays an active reoccupation of the Tāmaki Estuary by Ngāti Paoa. D'Urville also records a great village in the Kaiaua area with many inhabitants and a great quantity of drying fish.
- 1.24 In the 1830s, Ngāti Paoa negotiated an agreement with the missionaries residing among them, who offered a new life, and who promised them a treaty with the white chiefs that would bring "peace and good order" and "the necessary laws and institutions". Trade, once again, became the focus of the iwi. In 1832, a trading station was established at Pūkorokoro dealing in flax and spars. The missionaries described the people as numerous, industrious and willing to receive instruction. Ngāti Paoa resumed large scale production of food to supply the emerging European settlement at Auckland and supplied maize, onions, kūmara, cabbage, wheat, peaches, wood and flax and tended herds of pigs, goats, fowls and geese.
- 1.25 Ngāti Paoa regional boundaries are traditionally recorded as "Mai Matakana ki Matakana" – that is to say, Matakana at Tauranga Moana to Matakana at Mahurangi. This reflects the influence of Paoa's descendants throughout the vast region and over many different generations. It is important to note that Ngāti Paoa and affiliate hapū traditionally exercised customary rights within their domain.

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- 1.26 More specifically for Ngāti Paoa, the following tribal traditional pepeha illustrates the boundary settlements as:

“Ko te pou ki mua ko Te Hoe o Tainui, Ko te pou ki tua ko Kawau, ko te pou ki waho ko Waiheke, ko te pou ki uta ko Mokoia, ko Whakatiwai te poutokomanawa, ko Paoa te poutangata.”

“The foremost pillar is Te Hoe o Tainui, the distant pillar is Kawau, the outer pillar is Waiheke, the inner pillar is Mokoia, Whakatiwai is the pillar of heart, Paoa is the pillar for his descendants.”

- 1.27 The following map shows the area of interest:



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PURSUIT OF REDRESS



Ngāti Paoa kaumatua on the paepae at Wharekawa marae

- 1.28 For Ngāti Paoa, the pursuit of redress for its longstanding claims against the Crown has been expressed through petitions and protests and claims to the Waitangi Tribunal.
- 1.29 The first Ngāti Paoa claim in the Waitangi Tribunal, Wai 10, was brought by the Huakina Development Trust, Hariata Gordon and other kaumatua on behalf of Ngāti Paoa, in 1984. Hariata Gordon lodged a number of other claims on behalf of Ngāti Paoa, including the contemporary claim Wai 321 concerning the Treaty of Waitangi Fisheries Commission.
- 1.30 Ngāti Paoa's claims were inquired into by the Waitangi Tribunal in its Hauraki district inquiry. The Tribunal's report on these claims in the *Hauraki Report* (2006).
- 1.31 As one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau, Ngāti Paoa entered into negotiations with the Crown in 2009 in order to obtain redress for these claims. Further Ngāti Paoa specific negotiations commenced in 2011. Ngāti Paoa wishes to acknowledge the work of their kaumatua, including Hariata Gordon, in bringing these claims to the Crown's attention.

NEGOTIATIONS

- 1.32 Ngāti Paoa gave a mandate to negotiate a comprehensive settlement of historical Treaty claims with the Crown by the deed of mandate dated May 2011 to –

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- 1.32.1 the Ngāti Paoa Trust Board by three hui-ā-iwi in –
- (a) Kaiaua on 13 March 2011; and
 - (b) Auckland on 15 March 2011; and
 - (c) Hamilton on 17 March 2011; and
- 1.32.2 the mandated negotiators by hui-ā-iwi in Kaiaua on 30 April 2011.
- 1.33 The Crown recognised the mandate on 29 June 2011.
- 1.34 The mandated negotiators and the Crown –
- 1.34.1 entered into an agreement in principle equivalent dated 22 July 2011; and
- 1.34.2 since the agreement in principle equivalent, have –
- (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.35 Ngāti Paoa have, by a majority of 96.2%, ratified and approved, between 21 August 2013 and 13 September 2013, the governance entity receiving the redress to be provided by the Crown to Ngāti Paoa in settlement of their historical claims.
- 1.36 The Crown, on 25 September 2013, recognised that the results of the ratification referred to in clause 1.35 demonstrated sufficient support from Ngāti Paoa for the governance entity to receive the redress under this deed.
- 1.37 Ngāti Paoa have, since the initialling of the deed of settlement, ratified this deed and associated redress through two concurrent processes, and approved its signing on their behalf, by a majority of:

Resolution	Process led by Governance Entity	Process led by Mandated Negotiator
Deed	91%	86%
Waiheke Farm transfer to Governance Entity	84%	76%
Point England alternative offer	84%	85%
Signatories	Not applicable	80%

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- 1.38 Each majority referred to in clauses 1.35 and 1.37 is of valid votes cast in a ballot by eligible members of Ngāti Paoa.
- 1.39 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 14 November 2020.
- 1.40 The Crown is satisfied –
- 1.40.1 with the ratification and approvals of Ngāti Paoa referred to in clauses 1.35 and 1.37; and
 - 1.40.2 with the governance entity's approval referred to in clause 1.39; and
 - 1.40.3 the governance entity is appropriate to receive the redress.

AGREEMENT

- 1.41 Therefore, the parties –
- 1.41.1 in a spirit of good faith and co-operation wish to enter into this deed settling the historical claims; and
 - 1.41.2 agree and acknowledge as provided in this deed.



Ngāti Paoa rangatahi doing the Hikoi across Waiheke Island

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OFFICIAL OR RECORDED GEOGRAPHIC NAMES

- 1.42 The place names referred to in this deed that are not official or recorded geographic names, within the meaning of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, are listed in paragraph 5.5 of the general matters schedule.

2 HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

- 2.1 The Crown's acknowledgements and apology to Ngāti Paoa in part 3 are based on this historical account.
- 2.2 In the early nineteenth century, Ngāti Paoa were based in Tāmaki Makaurau and throughout Hauraki, especially on the western shore of the Firth of Thames. In the early 1820s, Māori armed with muskets made a series of incursions from the north. Ngāti Paoa, along with other iwi of Tāmaki Makaurau and Hauraki, sought temporary refuge in the Waikato. Over the course of the 1820s, Ngāti Paoa began to return to the region and made peace with the northern iwi. Ngāti Paoa returned to their lands in various parts of Tāmaki, along the Wharekawa coast, and especially on Waiheke where they saw an opportunity to create a centre for trade. Following the establishment of Auckland as New Zealand's capital in 1841, Ngāti Paoa supplied the developing settlement with produce.
- 2.3 Other iwi returned to Tāmaki Makaurau at the same time and tensions arose over customary interests south of the isthmus. Between 1836 and 1839, five iwi including Ngāti Paoa negotiated transactions with a missionary for a large block in Tāmaki. The primary objective of these transactions was to allow Māori to occupy the land without conflict. In 1837, the missionary wrote on the back of one of the deeds that the iwi and hapū who had sold the land would retain the use of at least one third of the block. The exact size of the transaction has never been definitively established, but the first survey in 1851 put it at 75,000 acres and in 1948 a Royal Commission concluded the block was nearly 83,000 acres.
- 2.4 On 4 March 1840, sixteen Ngāti Paoa rangatira signed te Tiriti o Waitangi / the Treaty of Waitangi at Karaka Bay at the entrance to the Tāmaki River. Ngāti Paoa rangatira Hauāuru signed at Coromandel Harbour on 4 May. A further six signed in Tāmaki Makaurau on 9 July.

The Land Claims Commission and the Tāmaki Purchase

- 2.5 In 1840, the Crown established a Land Claims Commission to investigate pre-Treaty land purchases by private parties. If the land involved in a transaction was greater than the area the Crown granted to settlers the Crown's policy was to retain the balance of the land itself, as "surplus land", on the basis the original transaction had extinguished Māori customary title.
- 2.6 The missionary recorded that one third of the land in the Tāmaki block should be permanently set aside for Māori occupation. In 1842, a Land Claims Commissioner recommended that the Crown leave one third of the purchase in the "undisturbed possession" of Māori. However, the Crown had the case reviewed by another commissioner who recommended the Crown grant 5,550 acres to the missionary and retain the remainder of the land. In 1851, following Māori protest, some of this was returned to Māori, and compensation was paid to some iwi, but Ngāti Paoa did not receive any of this land or money. Nor were they allowed to remain in occupation of any

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

of the land set aside for their use within the block in 1837. The Crown retained “surplus lands” from other pre-Treaty transactions between Ngāti Paoa and settlers, including approximately 17,000 acres at Takapuna and Te Weiti. The Crown did not make any assessment of whether Ngāti Paoa retained adequate lands following the acquisition of “surplus lands”.

Pre-emption Waiver Purchases

- 2.7 In 1844 and 1845, the Crown in a number of instances waived its Treaty right to pre-emptive purchasing to allow settlers to purchase land directly from Māori. The Crown committed to reserve ten percent of the land, or tenths, from each sale for public purposes, especially the benefit of Māori. Settlers purchased approximately 5,600 acres from Ngāti Paoa on Hauraki Gulf islands, and made other purchases in south Tāmaki. In 1845, the Crown stopped issuing pre-emption waiver certificates. The Land Claims Commission investigated these transactions. In 1846, the Crown passed an ordinance which reneged on the commitment to reserve the tenths. As with the old land claims, the Crown applied a “surplus lands” policy to pre-emption waiver transactions. As a result, the Crown took surpluses from purchases involving Ngāti Paoa, especially on Waiheke Island. Again, the Crown made no assessment as to the adequacy of land remaining in Ngāti Paoa’s possession following its acquisition of “surplus lands”.

Crown Purchasing of Ngāti Paoa lands at Mahurangi and Kohimarama

- 2.8 Crown policy was to purchase land at a low price from Māori and on-sell it at high prices. Colonisation was to be funded by the substantial difference between the amount the Crown paid to purchase Māori land and the amount it received when it on-sold it to settlers. Crown officials are likely to have assured Ngāti Paoa that they would derive significant collateral economic advantages from the growth of European settlement in Tāmaki.
- 2.9 In 1841, the Crown purchased a large block of land at Mahurangi and Omaha from Ngāti Paoa with other Marutūāhu iwi. The block was not surveyed at the time, but a recent estimate put its area at approximately 220,000 acres. In 1844, the Crown acquired the only reserve created out of this sale from a rangatira of another iwi. The Crown did not reserve any land for Ngāti Paoa from the North Shore to Te Arai.
- 2.10 In 1841, the Crown purchased the 6,000 acre Kohimarama block from Ngāti Paoa for £100, a boat, livestock, clothing, tools and dry goods. The dry goods included 300 casks of tobacco which was a commodity used in some land transactions at this time. In September 1841, the Crown sold five three acre blocks within the Kohimarama purchase at Mechanics Bay for a total of £1,445 1s 9d. No reserves were made in Kohimarama. Ngāti Paoa subsequently occupied land at Saint Georges Bay and a Ngāti Paoa rangatira later testified that they were promised land there to help persuade them to agree to the Kohimarama purchase. The reserve was not set aside. Ngāti Paoa also consider that they were promised a reserve at Saint Georges Bay in 1842 as a base for their trading activities. While a reserve was established at Mechanics Bay, and land at Blacketts Point above Saint Georges Bay was set aside as an endowment to fund the reserve at Mechanics Bay, both pieces of land were eventually included in a trust for all Māori and “poor people” visiting Auckland. The endowment reserve was taken out of the trust when it was declared a public domain by statute in 1898. Parts of

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the land set aside for the Mechanics Bay reserve remain Māori freehold land and are administered by the Māori Trustee.

Gold Fields Agreements

- 2.11 In 1852, gold was discovered in Hauraki. Ngāti Paoa and other iwi agreed with the Crown at Patapata in November 1852 that some Māori-owned land could be licensed for prospecting and gold mining for three years. The land was to remain in Māori ownership and the licences would be managed by the Crown. The Crown was to make regular lease payments to the Māori landowners. However, despite some mining activity, only a small quantity of gold was mined in the 1850s.
- 2.12 In 1861, the Otago gold rush led to renewed interest in gold mining in Hauraki. Again Ngāti Paoa and other Hauraki iwi entered into agreements with the Crown to allow prospecting on Māori land, which was to remain in Māori ownership if mining activity occurred. In November, the Crown agreed to pay Māori right-owners £1 per miner per annum. In July 1862, Ngāti Paoa and other iwi agreed with the Crown to the opening of the Kapanga, Ngaurukehu and Matawai mining blocks.

Ngāti Paoa and War and Raupatu in Waikato

- 2.13 Following years of rising tensions between the Māori and the Crown, the King Movement was established in Waikato in 1858. Ngāti Paoa hapū were divided in their support of the Crown. At the Kohimarama conference in 1860, Patara Pouroto and Te Karamu Kahukoti, both Ngāti Paoa rangatira who were signatories to te Tiriti o Waitangi / the Treaty of Waitangi at Karaka Bay, affirmed their support for the Crown. Kahukoti described the Kīngitanga as foreign to Ngāti Paoa:

“Kihai au i mea kia tu he kingi ki tenei whenua; kua ngaro hoki ahau ki roto ki te Pakeha. I ahu mai i te Tonga na te karangatanga o tenei kingi ... E noho ana ahau i nga pakau o te Kuini.”

“It was not my proposal to have a King for this land; for I had become incorporated with the Pakeha. The cry for this King came from the South ... I am sitting under the Queen's wings.”

- 2.14 In 1863, Patene Puhata, a prominent Ngāti Paoa chief, positioned himself at Pakihi Island in order to support the Crown and discourage hostile Māori from advancing on Auckland. However, some Ngāti Paoa also wished to support their relatives in the Waikato.
- 2.15 On 12 July 1863, the Crown invaded the Waikato when its forces crossed the Mangatāwhiri River. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. The Crown occupied lands of some Hauraki iwi including Ngāti Paoa. Some Ngāti Paoa resisted the occupation of their lands and, with members of other iwi, engaged in guerrilla war against the Crown, attacking the supply lines of Crown forces. The Māori response to the war in East Wairoa included attacks on settlers' farms and military redoubts. The Crown established militias in order to pursue those involved in the attacks.

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- 2.16 In October 1863, the Crown sent HMS *Miranda* and HMS *Sandfly* to blockade the Firth of Thames, in order to prevent military supplies reaching the Kīngitanga and to patrol for “rebel” Māori. On 3 November, the *Miranda* attempted to land boats at Pūkorokoro. Māori fired several shots from the shore, missing the boats. The *Miranda*’s landing boats returned fire, launching rockets and shells at the village. At least one of the shells exploded in a whare. The inhabitants of the village fled. According to Ngāti Paoa oral traditions men, women and children were killed in the attack.
- 2.17 The following morning the *Miranda* fired another shell at the village before landing marines. The marines found the village empty. They attempted to take a schooner which they believed had been captured from a settler. When they could not take the schooner they destroyed it. The marines returned to the landing boats and proceeded up the creek. They came upon another settlement which they shelled before landing. The marines then destroyed waka they found at the settlement. In late November Crown forces built the Miranda Redoubt near Pūkorokoro. In December 1863, a Crown official reported that those who had fled Pūkorokoro had to move several times as Crown forces marched into the area, and were living in “wretched” conditions in the swamp south of Waitakaruru.
- 2.18 In December 1863, Crown militia tracked a party of 40 to 50 Māori, including some Ngāti Paoa, to a camp near Paparata in East Wairoa. The militia attacked the party, which included women and children, without warning. In the ensuing combat seven Māori were killed and a number wounded. On 8 January 1864, Crown forces destroyed the recently abandoned village of Makomako, near the Miranda Redoubt.
- 2.19 The New Zealand Settlements Act 1863 enabled the Crown to confiscate the lands of those Māori iwi which were deemed to have been “in rebellion against Her Majesty’s authority.” The legislation provided for the creation of a Compensation Court which would determine the compensation due to Māori affected by the confiscation who had not taken up arms against the Crown or assisted or supported those who had. The Act did not provide for the return of land as part of the compensation.
- 2.20 In early March 1864, most Ngāti Paoa surrendered at Whakatiwai. On 17 December 1864, the Governor proclaimed his intention to confiscate lands within the Waikato, Pōkeno and East Wairoa. This proclamation contained no reference to the 1863 Act, and Governor Grey promised that land would be returned to Māori who had remained loyal. On 29 December, the Crown proclaimed confiscation blocks in Waikato and Pōkeno, and in East Wairoa on 31 January. Ngāti Paoa had interests in the 51,000-acre East Wairoa confiscation block and in the central Waikato confiscation district which included Maramarua and Pūkorokoro. The confiscated lands included Kohukohunui and Rātāroa, Ngāti Paoa’s sacred maunga.
- 2.21 The Crown did not include Ngāti Paoa in a list it published on 7 April 1865 of iwi and hapū it considered to be in rebellion.
- 2.22 In May 1865, the Compensation Court awarded individuals of Ngāti Paoa £1,045 compensation for their interests in East Wairoa. During the hearing, the judge ejected Ngāti Paoa rangatira Enoke from the court and prevented him from giving evidence because of his Pai Mārire beliefs. The following month, Wiremu Hoete of Ngāti Paoa

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protested both the confiscation of land of loyal Māori, and the inability of the Compensation Court to return land.

- 2.23 In October 1865, the Crown amended the New Zealand Settlements Act to allow the return of land through the Compensation Court and made provision for Māori to negotiate for the return of land that had already been the subject of Compensation Court hearings under the previous system. In 1866, Ngāti Paoa individuals were awarded further monetary compensation, receiving £635 for their interests in the central Waikato district. Over the following years Ngāti Paoa sought the return of land as well. Eventually, in 1879, Ngāti Paoa individuals received grants near Pūkoro and in 1894 the Hapuakohe Reserve of 3,736 acres was awarded to Ngāti Paoa in the East Waikato confiscation.

Ngāti Paoa and War and Raupatu in Tauranga Moana

- 2.24 Between April and June 1864, the Crown conducted military operations against Māori in Tauranga Moana. After the conflict ended, the Crown said it would 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. In 1865, the Crown “proclaimed” a confiscation district of 214,000 acres, and in 1868 a further 76,000 acres were added to this district by the Tauranga District Lands Act.
- 2.25 Ngāti Paoa were not involved in the fighting, but they had interests in lands which were included in the confiscation district. Some of these interests were located in the Katikati block which was part of the confiscated land marked for return to Māori. In August 1864, the Crown commenced negotiations with another iwi to purchase the Te Puna and Katikati blocks, which had a combined area of approximately 90,000 acres. The Crown paid a deposit of £1,000 to them at this time.
- 2.26 The Crown set up an arbitration process to determine the compensation it would pay other iwi for their interests in these blocks. In June and July 1866, Hauraki iwi and other iwi signed deeds with the Crown to finalise the Tauranga Moana arbitration and make additional agreements relating to iwi interests in the Te Puna block. The Ngāti Paoa hapū Ngāti Hura received £100 for their interests.

The Impact of the Native Land Laws in the Ngāti Paoa Rohe

- 2.27 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Hauraki district in 1865. The Acts establishing the Native Land Court set aside the Crown’s Article 2 Treaty right of pre-emption enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded.
- 2.28 Any Māori could initiate a title investigation through the Native Land Court by submitting an application in writing to the Court. When the Court decided to hear an application, all of those with customary interests had to participate in the hearing if they wished to be included in the Court’s order regardless of whether or not 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

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within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under customary Māori title land was held communally. When Crown titles were awarded to Ngāti Paoa lands, interests were awarded to named individuals who could deal with their interests without regard for iwi or hapū.

- 2.29 Between 1865 and 1877, the Native Land Court investigated title for 15 blocks on Waiheke Island totalling some 6,700 acres. Fourteen of the blocks were awarded to individuals of Ngāti Paoa. In some cases ownership was shared with individuals of other iwi. Thirteen of the blocks were sold to private purchasers by 1879. The 2,100-acre block, Te Huruhi, was vested in five individuals. In 1897, the block was divided into thirteen blocks which were allocated among 65 individuals. Most of the divisions were subsequently sold to private interests between 1910 and 1914.
- 2.30 Between 1865 and 1866, 29 blocks from Mataitai and Orere to Wharekawa West totalling around 47,542 acres were sold to private interests. Many of these had been awarded to Ngāti Paoa rangatira. By 1880, approximately 60 percent of this land had been alienated and more was alienated in the twentieth century.

Thames Foreshore

- 2.31 In the late 1860s, miners wished to mark out claims below the high water mark of the Thames foreshore. In 1869, the Crown entered into the Te Hape agreement with Hauraki rangatira which provided for mining on a section of the tidal flats claimed by them. The Crown then drafted legislation to assert its prerogative right over the foreshore which other iwi successfully challenged. The legislation was abandoned in favour of a ban on private dealings over the lands in question.
- 2.32 In 1870, Ngāti Paoa submitted an application to the Native Land Court for investigation into a number of blocks on the Thames foreshore. In December, the Court awarded Haora Tipa and individuals of other iwi exclusive fishery rights to over Kauaeranga E 10 B, but did not rule on the question of ownership of the foreshore. At the Crown's request the Court prevented the alienation of Māori interests to anyone but the government.
- 2.33 Between 1871 and 1875, the Crown purchased interests in a number of blocks on the Thames foreshore where the fishing rights of Māori over the foreshore had been recognised by the Native Land Court.

Crown Purchasing of Ngāti Paoa Lands at Piako

- 2.34 In 1874, Ngāti Paoa asked a Crown land purchasing agent to purchase food valued at £4,500 for a great hui at Whakatiwai, in August, when the iwi hosted an intertribal discussion about the debt that had accrued to other iwi at Ohinemuri. The agent obtained signatures of 48 members of Ngāti Paoa who accepted that the food was an advance payment for lands in Piako and on the west of the Waihou which had yet to come before the Native Land Court. Ngāti Paoa agreed to sell an estimated area of 200,000 acres. In 1874, the Crown made a monopoly proclamation over the land so that it could not be sold to other purchasers. By 1877, the Crown claimed that a total of £16,145 3s 2d had been paid out against the land.

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- 2.35 Crown negotiations to purchase 200,000 acres at Piako extended over many years, and the Crown found it difficult to identify all the individuals and hapū it considered to have accepted payment. Ngāti Paoa resisted the purchase on the grounds that individuals were responsible for debts being charged against land belonging to the whole tribe. By 1888, the Crown had spent £22,000 attempting to purchase this land, and in 1889 reluctantly accepted an offer of 45,000 acres by Ngāti Paoa because it accepted that Ngāti Paoa did not have sufficient land to cover its debts. In 1889, the Native Land Court awarded title to this land to Ngāti Paoa individuals who then transferred it to the Crown.
- 2.36 Ngāti Paoa consider that they lost land in the 1870s through the Crown's use of a system to purchase land known as raihana. Under this system, store goods were provided to Māori and paid for by the Crown with the sums involved being treated as payments against Māori lands.

Crown Purchasing of Ngāti Paoa Lands at Waiau

- 2.37 The Native Land Court awarded part of the Ngaurukehu block, named Waiau 1, to individuals of Ngāti Paoa in 1869. In 1882, Ngāti Paoa received £120 revenue from gold leases from the Waiau 1 block. The owners offered the land for sale to the Crown and asked that they receive a yearly sum in lieu of the mining revenue they were receiving from the block. The Crown offered £600 for the block but nothing came of the offer.
- 2.38 Between 1886 and 1889, the revenues from the block declined to between £20 and £30 per year. In 1891, the Crown offered to purchase individual interests for 10 shillings per acre. By October 1894, the Crown had purchased four and half of seven shares in the block, and applied to have its interests determined by the Native Land Court. In May 1895, the Court awarded the Crown a 706-acre block named Waiau 1A. The Court awarded the remaining block of around 400 acres to those owners who had not sold as Waiau 1B.

Survey Costs

- 2.39 In order for title to be issued by the Crown, land blocks had to be surveyed. Where claimants could not pay for this survey, the cost was usually charged against the land as a lien. Ngāti Paoa, like many other Māori, found they had to sell land to discharge survey debts. For survey work in the Te Hoe o Tainui area in the 1890s, the Supreme Court awarded £2,597 10s 4d for survey costs, with £62 15s 10d in interest and another £136 9s for other costs for the survey of thirteen blocks, which were charged to Ngāti Paoa. Ngāti Paoa, under pressure to discharge the debt quickly to avoid mounting interest charges, sold Te Hoe o Tainui 3 block of nearly 1,400 acres to the Crown. The owners offered the block for 7s per acre, and not far above the 6s that the Crown's agent considered it was worth. However, the Crown had proclaimed a monopoly over the block and only paid 3s 6d per acre which the Ngāti Paoa owners had to accept. Three blocks in Te Hoe o Tainui owned by Ngāti Paoa had between 24 percent and 37 percent of their value charged against them as a result of survey costs.

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Twentieth Century

- 2.40 By the end of the nineteenth century, Ngāti Paoa retained land only on the western Firth of Thames in blocks shared with other iwi. Over the twentieth century almost all of these lands were alienated, to private purchasers and the Crown. Some land was also taken by the Crown and councils under the Public Works Act including Kiripaka, Ōrere, Taupō, Waikaka and Poupipi. Between 1968 and 1973, the Auckland Regional Authority took 1,200 acres in the Hunua Ranges under the Public Works Act for the Auckland catchment area and the Waharau Regional Park which included lands in which Ngāti Paoa had interests. Of the approximately 12,000 acres of Wharekawa 5, around 1,300 acres remained in Ngāti Paoa ownership by the end of the twentieth century in 24 small blocks. Thirteen of these blocks were under ten acres.

Hauraki Drainage Scheme

- 2.41 In 1908, the Crown passed the Hauraki Plains Act which authorised the Department of Lands and Survey to drain and develop the Hauraki wetlands. Over the following decades the Crown altered the waterways, drained the wetlands and changed the course of the Waihou and Piako rivers. These works destroyed pā sites, tuna weirs, and undermined the local ecosystem upon which Ngāti Paoa settlements relied.

Ngāti Paoa in World War One

- 2.42 When the First World War commenced in 1914, many Māori including members of Ngāti Paoa were reluctant to fight for the Crown while their raupatu grievances remained unresolved. In 1916, the Crown introduced conscription for military service but did not include Māori. However, in 1917, the Crown introduced conscription for Māori living within the Waikato-Maniapoto Land District. Many Ngāti Paoa conscripts refused to serve in the armed forces. Some were arrested and later imprisoned, with hard labour, in Mount Eden Gaol. In 1919, a list of military defaulters was published in the *New Zealand Gazette* under the Expeditionary Forces Amendment Act 1918. Those listed were deprived of civil rights for ten years, including the right to vote. Ngāti Paoa individuals were named on the list.

Opita Wāhi Tapu

- 2.43 In 1868, the Native Land Court awarded title to the 1,576-acre Opita block on the Wharekawa coast to ten Ngāti Paoa individuals. In 1878, two private individuals purchased most of the block. Ngāti Paoa oral tradition records that the area by the shoreline is tapu, and on the survey of the purchase this location is marked "Tapu Bush". In 1919, the Crown acquired part of the area marked "Tapu Bush" from its private owners for roading purposes. Ngāti Paoa continued to use the tapu area.
- 2.44 In 1932 and 1936, Ngāti Paoa individuals wrote to the Native Minister, stating that they thought the burial ground had been excluded from the sale and they wished to reserve it. The Crown took no action because most of the proposed reserve was in private ownership and it did not wish to return any of the land required for the road because of erosion issues. Ngāti Paoa oral tradition records that when the road was constructed in the late 1930s the wāhi tapu was destroyed.

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Awataha Urupā

- 2.45 By the 1920s, a small community of Ngāti Paoa individuals were living on Awataha, a block on Auckland's North Shore which had been part of the Mahurangi purchase and was subsequently gifted to the Roman Catholic Church for education purposes. In October 1924, a dispute arose over occupation of the land. In March 1925, seven members of the iwi were arrested and imprisoned in Mount Eden Gaol and the Crown evicted the community from the land.
- 2.46 In 1942, the Crown decided to acquire a section of Awataha from the Roman Catholic Church in order to construct an oil storage facility. The section included an urupā used by the former occupants. A party of Ngāti Paoa and another iwi, led by Te Puea, along with Crown departments, removed remains from the urupā. Six Ngāti Paoa individuals, including the rangatira Puhata and his family, were disinterred from the urupā at Awataha and reinterred on Waiheke Island.
- 2.47 In 1960, Hone Tuwhare, who was present for the removal, wrote the following poem to express his feelings of disgust at the incident:

The Burial

In a splendid sheath
of polished wood and glass
with shiny appurtenances
lay he fitly blue-knuckled
and serene:

*hurry rain and trail him
to the bottom of the grave*

Flowers beyond budding
will not soften the gravel's
beat of solemn words
and hard sod thudding:

*hurry rain and trail him
to the bottom of the grave*

Through a broken window
inanely looks he up;
his face glass-gouged and bloodless
his mouth engorging clay
for all the world uncaring...

*Cover him quickly, earth!
Let the inexorable seep of rain
finger his greening bones, deftly.*

- 2.48 Earth was excavated and concrete foundations laid but the oil storage facility was never constructed.

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Socio-Economic Circumstances and Te Reo

- 2.49 The Crown education system had much lower expectations for Ngāti Paoa than Pākehā for nearly 100 years after 1867. It sought to prepare most Māori children for manual labouring occupations only. The first native school in Hauraki was opened in 1883. The Crown saw the native school system in part as a means of assimilating Ngāti Paoa into European culture. Ngāti Paoa children were discouraged from speaking their own language in Crown schools for 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 Paoa. By the end of the twentieth century, only 27 percent of Ngāti Paoa spoke te reo. The decline of Ngāti Paoa tribal structures and the loss of te reo contributed to a loss of Ngāti Paoa mātauranga Māori. Ngāti Paoa also maintain that legislation such as the Tohunga Suppression Act 1907 had a detrimental impact on tribal cultural practices and structures.
- 2.50 In the twentieth and twenty-first centuries, Ngāti Paoa, like other Hauraki Māori, generally experienced poorer health, including lower life expectancy and higher infant mortality, than Pākehā. Tobacco especially has contributed to poor health for Ngāti Paoa, and Ngāti Paoa consider the Crown's use of tobacco as a commodity in early land transactions was an important factor in intergenerational tobacco use within the iwi. Ngāti Paoa also experienced higher unemployment than the general population, and a lower median annual income.

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- 2.2 I ngā tau tīmatanga o te rau tau tekau mā iwa, i noho a Ngāti Paoa ki roto o Tāmaki Makaurau, puta noa atu hoki ki roto o Hauraki, tae atu ki te taha hauāuru o te moana o Tīkapa, arā o Hauraki. I ngā tau tīmatanga mai i 1820, ka kōkiri ētehi ope Māori kawepū mai i te raki, ki roto i tēnei takiwā. I rere atu a Ngāti Paoa me ētehi atu iwi o Tāmaki Makaurau me Hauraki ki roto o Waikato, mō tētehi wā. I roto i ngā tau mai i 1820, ka tīmatatia te hokitanga mai o Ngāti Paoa ki te rohe, ka houhia e rātou te rongo ki ngā iwi o te raki. I hoki a Ngāti Paoa ki ō rātou whenua ki ngā wāhi maha o Tāmaki, ki te takutai ki Wharekawa, otirā ki Waiheke, i mōhiotia ai he wāhi pai mō te tauhokohoko. I muri i te whakatūranga o Tāmaki Makaurau hei tāone matua o Aotearoa i te tau 1841, ka riro nā Ngāti Paoa i whāngai te tāone hou ki ngā hua o ana māra kai.
- 2.3 I hoki mai ētehi iwi ki Tāmaki Makaurau i taua wā anō, ā, ka tautohetohe mō ngā pānga o aua iwi ki ētehi atu iwi i te tonga o Tāmaki Makaurau. Mai i ngā tau 1836 ki te tau 1839, ka noho ngā iwi e rima ki te whiriwhiri kōrero mō te hoko atu i tētehi poraka nui i Tāmaki ki tētehi kaikawe i te rongopai. Ko Ngāti Paoa tētehi o aua iwi. Ko te whāinga matua o ēnei hoko kia āhei ai te iwi Māori ki te noho ki aua whenua, kāore he taupatupatu. I te tau 1837, ka tuhi te kaikauwhau i te rongopai i te whārangi ki tua o tētehi o aua tīti i tāna kōrero, i whēnei, ka puritia kotahi hautoru o taua poraka, kaua e iti iho, e ngā iwi me ngā hapū nāna aua whenua i hoko. Kāore anō kia āta tātaia te rahi o aua whenua i hokona rā, engari e ai ki te tirohanga tuatahi i te tau 1851 e 75,000 eka te rahi, ā, ki tā tētehi Kōmihana Roera i te tau 1948, he tata atu ki te 83,000 eka.
- 2.4 I te 4 o Māehe 1840, tekau mā ono ngā rangatira o Ngāti Paoa i haina i te Tiriti o Waitangi i te whanga o Karaka i te pūau o te awa o Tāmaki. I hainatia e Hauāuru, te rangatira o Ngāti Paoa i Waiau Moana i te 4 o Mei. Tokoono atu anō i haina i Tāmaki Makaurau i te 9 o Hūrae.

Te Kōmihana mō ngā Kerēme Whenua me te Hoko o Tāmaki

- 2.5 I te tau 1840, ka whakatūria e te Karauna tētehi Kōmihana mō ngā Kerēme Whenua hei tūhura i ngā hoko o mua atu i te Tiriti e ngā tāngata tūmataiti. Mehemea i nui ake te rahi o te whenua o tētehi hoko i te rahi o te whenua i karātitia ki ngā tāngata nohonoho e te Karauna, ko te kaupapa here ia o te Karauna he pupuru i te toenga o te whenua ki a ia anō hei "whenua tuwhene," i runga anō i te whakaritenga nā te hoko taketake tonu i whakaweto te take whenua Māori tūturu.
- 2.6 Ka tuhia e te kaikauwhau i te rongopai me rāhui kotahi hautoru o te whenua i te poraka o Tāmaki hei nohoanga mō te iwi Māori. I te tau 1842, ka tuhia e tētehi Kaikōmihana mō ngā Kerēme Whenua i tana tohutohu me waiho te Karauna i tētehi hautoru o te hoko "hei pupuri mārika" mā te iwi Māori. Ahakoa tērā, i tonoa te take nei e te Karauna kia tirohia e tētehi atu kaikōmihana, nāna i tohutohu te Karauna kia whakaritea tētehi 5,550 eka ki te kaikauwhau i te rongopai, kia pupuri hoki te Karauna i te toenga o te whenua mōna ake. I te tau 1851, i muri i te whakahē a ngāi Māori, i whakahokia ētehi wāhanga o aua whenua ki te iwi Māori, me te utu i ētehi moni paremata ki ētehi iwi, engari kīhai a Ngāti Paoa i whiwhi i tētehi wāhanga o taua whenua, o aua moni rānei. Kāore hoki rātou i whakaaetia kia noho ki runga i te whenua i whakaritea hei

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whakamahinga mō rātou i roto i te poraka i te tau 1837. I puritia e te Karauna ngā “whenua tuwhene” mai i ētehi atu tauhokonga o mua atu i te Tiriti i waenga i a Ngāti Paoa me te hunga nohonoho hou, tae atu ki tētehi 17,000 eka, tōna tatanga, i Takapuna me Te Weiti. Kāore hoki te Karauna i arotake mehemea i te pupuri a Ngāti Paoa i ngā whenua rahi rawa mōna ake i muri i te rironga o ngā “whenua tuwhene” i a ia.

Ngā Hoko i Whakawātea i te Rāhui Hoko

- 2.7 I ngā tau 1844 me 1845, i whakawāteatia e te Karauna tōna tika Tiriti, i rāhuitia ai ki a ia anake te mana hoko katoa, kia āhei ai te hunga nohonoho hou te hoko hāngai i ētehi whenua mai i te iwi Māori. Ka whakaū te Karauna ki te rāhui i tētehi tekau ōrau o te whenua, e kīa nei he whakatekau, mai i ia hoko mō ngā mahi tūmatanui, otirā, mō te painga o te iwi Māori i te tuatahi. I hoko a tauwi i tōna 5,600 eka mai i a Ngāti Paoa i ngā moutere o Tīkapa Moana o Hauraki, me te hoko i ētehi atu whenua i Tāmaki ki te tonga. I te tau 1845 i mutu te whakaputa a te Karauna i ana tiwhikete whakawātea i te rāhui hoko. I tūhura te Kōmihana mō ngā Kerēme Whenua i ēnei hokonga. I te tau 1846 ka whakamanaia e te Karauna tana whakahau hei whakakāhore i tana whakaū ki te rāhui i ngā whakatekau. Rite tonu ki ngā kerēme whenua tawhito, i hoatu e te Karauna tana kaupapa here “whenua tuwhene” ki ngā hokonga i kawea i raro i tana whakawātea hoko rāhui. Nā reira, ka riro i te Karauna ngā tuwhenetanga mai i ngā hoko mai i a Ngāti Paoa, otirā kei Waiheke te tino wāhi mō tēnei āhua. Waihoki, kāore te Karauna i āta tātari i te pai i te tōtika rānei o ngā whenua i noho tonu ki ngā ringa o Ngāti Paoa i muri i tana hoko i ngā “whenua tuwhene”.

Te Hoko a Te Karauna i ngā whenua o Ngāti Paoa i Mahurangi me Kohimarama

- 2.8 Ko te kaupapa here a te Karauna he hoko i te whenua i te Māori mō te moni iti me te hoko whakamua i te whenua mō te utu tiketike. Ko te tikanga, mā tēnei moni nui, te rerekētanga o te utu hoko mai a te Karauna i ngā whenua o te Māori i te utu hoko atu o ngā whenua, i te hokonga atu e te Karauna ki te tini o tauwi, e utu te nohonoho mai o tauwi ki Aotearoa. Kāore e kore i whakararata ngā āpiha Karauna i a Ngāti Paoa nā te kī atu, ka puta he hua ōhanga tino nui i te taha o te tupunga mai o te tāone Pākehā o Tāmaki Makaurau.
- 2.9 I te tau 1841, ka hoko te Karauna i tētehi poraka whenua nui tonu i Mahurangi me Ōmaha, mai i a Ngāti Paoa me ētehi atu iwi o Marutūāhu. Kāore taua poraka i rūritia i taua wā, engari ki tētehi matapae o nakuanei kei tōna 220,000 eka te rahi. I te tau 1844 ka hokona e te Karauna te rāhui kotahi i hangaia mai i tēnei hoko mai i tētehi rangatira nō iwi kē. Kāore hoki te Karauna i rāhui i tētehi whenua mō Ngāti Paoa mai i Takapuna ki te Ārai.
- 2.10 I te tau 1841, ka hoko te Karauna i te poraka o Kohimarama, e 6,000 eka te rahi mai i a Ngāti Paoa, ko te utu he £100, he poti, he kararehe, he kākahu, he utauta, he taonga. Kei roto hoki i ngā taonga he 300 kahi tupeka, he mea tēnei i whakamahia i roto i ngā hoko whenua o aua wā. I te marama o Hepetema 1841, i hokona e te Karauna ētehi poraka toru eka e rima i roto i te hoko o Kohimarama i Te Tōangaroa (Mechanics Bay) mō te £1,445 1s 9d. Kāore i homai i ngā whenua rāhui i Kohimarama. I noho a Ngāti Paoa i muri i tētehi whenua i Te Wai o Taikehu, ā, e ai ki ngā whakaaturanga ki te kōti a tētehi rangatira o Ngāti Paoa i muri mai, kua puta ngā kupu taurangi i mua ka rāhuitia e te Karauna he whenua i reira, kia hohoro ai tā rātou whakaae ki te hokonga o

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Kohimarama. Kāore i oti te rāhui. E ai ki tā Ngāti Paoa i ēnei rā, i kī taurangi hoki te Karauna ka wāwāhitia he whenua rāhui mō rātou i Te Wai o Taikehu (Saint Georges Bay) hei pā hokohoko rawa mō rātou. Ahakoa i whakaūngia he whenua rāhui i Te Tōangaroa, me te wehe mai i ētehi whenua i Blacketts Point i runga ake i Te Tōangaroa hei puna whenua, hei mahi moni mō te whenua rāhui i Te Tōangaroa, i ngā rā o muri mai ka uru ngā wāhanga whenua e rua ki tētehi tarahiti mō ngā tāngata Māori katoa me te “hunga rawakore” toro mai ki Tāmaki Makaurau. I tangohia te rāhui puna i te tarahiti i tana karangatanga hei rāhui tūmatanui i raro i te ture i te tau 1898. E noho tonu ana ētehi wāhanga o te whenua i whakaritea rā ki te rāhui o Te Tōangaroa hei whenua Māori taitara motuhake, ā, ka whakahaerehia e te Kaitiaki Māori.

Ngā Kirimana Keringa Kōura

- 2.11 Nō te tau 1852, ka kitea te kōura ki Hauraki. I whakaae a Ngāti Paoa me ētehi atu iwi ki te Karauna i Patapata i te marama o Nōema i te tau 1852 tērā pea ka raihanatia ētehi whenua nō te Māori te mana whenua hei kimi kōura, hei keri kōura, mō te toru tau. Ka noho te whenua i roto i ngā ringaringa o te iwi Māori, nō rātou te mana whenua, ā, ka whakahaeretia ngā raihana e te Karauna. Ko te tikanga ia mā te Karauna e utu pūputu ētehi moni rīhi ki ngā kaipupuri whenua Māori. Heoti anō, ahakoa ngā mahi keri kōura, he iti noa iho ngā kōura i keria i roto i ngā tau mai i 1850.
- 2.12 I te tau 1861, nā runga i te whāinga pōnānā i te kōura ki Ōtākou, ka piki anō te hiahia o te tangata ki te rapu kōura ki Hauraki. Ka hokia anō tērā āhuatanga i te whakaaetanga a Ngāti Paoa me ētehi atu iwi o Hauraki kia haere ki te tūhura kōura i runga i ngā whenua Māori, ko te tikanga kia noho tonu aua whenua ki roto i ngā ringaringa o te iwi Māori nō rātou te mana whenua ki te keria e ngā kaikeri kōura. I te marama o Nōema, ka whakaae te Karauna māna e utu te £1 i te tau ki ngā kaipupuru tika Māori mō ia kaikeri, mō ia kaikeri. I te marama o Hūrae 1862, ka whakaae a Ngāti Paoa me ētehi atu iwi ki te inoi a te Karauna kia whakatuwheratia ngā poraka o Kapanga, o Ngaurukehu, me Matawai kia keri mō te kōura.

Ko Ngāti Paoa, te Pakanga me te Raupatu i Waikato

- 2.13 I muri i ngā tau i kino kē atu ai ngā taupatupatu i waenga i te Karauna me te iwi Māori, ka whakatūria te Kiingitanga ki roto i Waikato i te tau 1858. He āhua weherua ngā hapū o Ngāti Paoa mō te tautoko i te Karauna. I te hui nui ki Kohimarama i te tau 1860, ka whakaū a Patara Pouroto rāua ko Te Karamu Kahukoti, i tō rāua piri ki te Karauna. Ko ēnei rāngatira ētehi i waitohu i te Tiriti o Waitangi i Te Whanga o Karaka. Ka whakamārama a Kahutoti he kaupapa tauhou te Kiingitanga ki a Ngāti Paoa:

“Kihai au i mea kia tu he kingi ki tenei whenua; kua ngaro hoki ahau ki roto ki te Pakeha. I ahu mai i te Tonga na te karangatanga o tenei kingi ... E noho ana ahau i nga pakau o te Kuini.”

“It was not my proposal to have a King for this land; for I had become incorporated with the Pakeha. The cry for this King came from the South ... I am sitting under the Queen's wings.”

- 2.14 I te tau 1863, ka whakanoho a Patene Puhata, he rangatira nui nō Ngāti Paoa, i a ia anō ki te moutere o Pākihi, hei tautoko i te Karauna, hei aukati hoki i te kōkiritanga mai

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o ngā Māori mau patu ki Tāmaki Makaurau. Ahakoa tērā, ko te hiahia o ētehi o Ngāti Paoa kia tautoko rātou i ō rātou whanaunga i roto o Waikato.

- 2.15 I te 12 o Hūrae 1863, ka urutomo te Karauna ki roto o Waikato, i te whakawhitinga o ana hōia i te awa o Mangatāwhiri. E ai ki te Karauna he mea nui kia tiakina ngā whenua o Hauraki me te tonga o Tāmaki i runga i te mea koia ēnei ngā huarahi kawē kai, kawē taonga mai, ki Tāmaki Makaurau me ōna takiwā. Ka noho te Karauna ki ngā whenua o ētehi o ngā iwi o Hauraki, tae atu ki a Ngāti Paoa. Ka ātete ētehi o Ngāti Paoa ki tēnei kōkiri a te Karauna ki ō rātou whenua, ā, ka whawhai ki te Karauna, arā, ka tuku taua ki ngā huarahi whāngai hōia a te Karauna. I roto i te whakautu a te Māori ki te pakanga i Wairoa ki te rāwhiti ka huakina hoki ētehi o ngā pāmu o tauīwi, me ngā maioro hōia o te Karauna. Ka whakatūria e te Karauna ōna miriha hei whaiwhai i te hunga i uru ki aua kōkiri.
- 2.16 I te marama o Oketopa 1863, ka tonoa e te Karauna te HMS *Miranda* me te HMS *Sandfly*, hei tauārai i te Moana Tīkapa o Hauraki, hei aukati i te tuku mai o ngā rawa hōia kia kore ai e tae atu ki te Kīngitanga, kia rapurapu hoki i ngā kakenga hōia kia tae ki ngā "hoa whawhai" Māori. I te 3 o Nōema, ka ngana te *Miranda* ki te tuku i ana poti kia ū ki uta i Pūkoro. Ka pupuhi a ngāi Māori mai i uta, kīhai te matā i pā ki ngā poti. Ka pupuhi atu ngā poti iti a te *Miranda* i ngā matā, ā, ka puhia atu he rāketi he pahū ki te kāinga. E ai ki ngā kōrero i pahū tētehi o ngā pahū i roto i tētehi whare. Ka tahuti ētehi o ngā tāngata o te kāinga. E ai ki ngā kōrero tuku iho a Ngāti Paoa, i mate ngā tāne, ngā wāhine me ngā tamariki i taua kōkiri.
- 2.17 I te ata i muri mai, ka pupuhi mai a *Miranda* i tētehi atu pahū ki te kāinga i mua i te tononga mai o ana hōia moana ki uta. Te taenga atu kua kore he tangata i te kāinga. I ngana ngā hōia moana rā ki te tango i tētehi kaipuke iti, i whēnei rātou kua tangohia mai i tētehi o tauīwi i taua rohe. Tō rātou korenga e kaha ki te tango i te kaipuke iti ka wāhia e rātou. I hoki ngā hōia ki ngā poti kawē mai i a rātou ki uta, ka piki ki te tuawhenua mā te manga wai. I tūpono rātou ki tētehi kāinga kē atu, ā, ka puhia ki te pahū i mua i te taunga atu. Kātahi ka tūkinotia ngā waka i kitea i taua kāinga e ngā hōia moana. I ngā wiki whakamutunga o Nōema ka hanga ngā hōia o te Karauna i te Maioro o *Miranda* i te takiwā o Pūkoro. I te marama o Tīhema 1863, ka whakahoki kōrero tētehi āpiha o te Karauna kua nukunuku pūputu ngā Māori i rere atu i Pūkoro ki wāhi kē, i te taenga mai o ngā hōia o te Karauna ki taua takiwā, ā, i te noho "rawakore noa iho" rātou i ngā repo ki te tonga o Waitakaruru.
- 2.18 I te marama o Tīhema 1863, ka whāia e ngā miriha o te Karauna ētehi tāngata Māori 40 ki te 50, tae atu ki ētehi o Ngāti Paoa, ki tētehi hōpuni i Paparata i te Rāwhiti o Wairoa. Ka whakaeke ohore te miriha i te tira nei, ahakoa he wāhine, he tamariki ētehi. I roto i te whawhai i muri, e whitu ngā Māori i mate, ā, i taotū ētehi. I te 8 o Hanuere 1864, ka hunaia e ngā hōia o te Karauna te kāinga mahue o Makomako, tata ki te maioro o *Miranda*.
- 2.19 Nā te Ture e kīa nei New Zealand Settlements Act 1863 i āhei te Karauna ki te raupatu i ngā whenua o aua iwi Māori i kīa "i te whakatumā ki te mana o te Kuini o Ingarangi." I roto i taua ture ka hangaia he Kōti Kāpeneheihana, māna e whakatau te nui o te kāpeneheihana e tika ana kia utua ki ngāi Māori i raru i te raupatu, ki ērā tāngata Māori rānei kāore i hāpai rākau ki te Karauna, i āwhina, i tautoko rānei i te hunga hāpai rākau. Kāore i whakaratohia i raro i taua Ture te whakahokinga o ētehi whenua hei wāhi o te kāpeneheihana.

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- 2.20 I te tīmatanga o Māehe 1864, ka whakahauraro te nuinga o Ngāti Paoa i Whakatīwai. I te 17 o Tīhema 1864, ka pānuitia e te Kāwana tōna hiahia kia raupatu i ngā whenua i roto i Waikato, i Pōkeno me te Rāwhiti o te Wairoa. Kāore i uru tētehi kōrero ki tēnei pānui mō te Ture o 1863, ā, ka puta te kī taurangi a Kāwana Kerei ka whakahokia he whenua ki a ngāi Māori pūmau ki te Karauna. I te 29 o Tīhema, ka pānuitia e te Karauna ana poraka raupatu i Waikato me Pōkeno, ā, i te 31 o Hānuere i pānuitia mō te Rāwhiti o Wairoa. He take whenua a Ngāti Paoa ki te poraka muru raupatu, he 51,000 eka te rahi, i te Rāwhiti o Wairoa me te pokapū o Waikato kei roto nei a Maramarua me Pūkorokoro i taua poraka raupatu. I uru ngā maunga tapu o Ngāti Paoa, a Kohukohunui me Rātāroa ki ngā whenua raupatu.
- 2.21 Kāore i whakaurua e te Karauna te ingoa o Ngāti Paoa ki roto i tētehi rārangi nāna i whakaputa o ngā iwi me ngā hapū i kī rā ia he iwi whakatuma, i te 7 o Āperira 1865.
- 2.22 I te marama o Mei 1865, ka whakawhiwhia e te Kōti Kāpeneheihana tētehi £1,045 ki ētehi tāngata takitahi o Ngāti Paoa, mō ō rātou pānga i ngā whenua o te Rāwhiti o Wairoa. I roto i tērā whakawākanga, ka panaia a Enoka, tētehi o ngā rangatira o Ngāti Paoa i te Kōti, e te kaiwhakawā, ko tōna whakapono Pai Mārire o Enoka te take. I te marama o muri mai, ka whakahētia e Wiremu Hoete o Ngāti Paoa te muru raupatu o ngā whenua o ngāi Māori i pūmau ki te Karauna, me te korenga e āhei o te Kōti Kāpeneheihana ki te whakahoki whenua ki ngā iwi.
- 2.23 I te marama o Oketopa 1865, ka whakarerekētia e te Karauna te New Zealand Settlements Act kia āhei ai te Kōti Kāpeneheihana ki te whakahoki whenua, me te whakarite huarahi e āhei ai te iwi Māori ki te whakawhiti kōrero mō te whakahokinga mai o ētehi whenua kua whakawāngia i roto i ngā mahi a te Kōti Kāpeneheihana i raro i tō mua ture. I te tau 1866, ka whakawhiwhia ētehi tāngata takitahi o Ngāti Paoa ki ētehi utunga moni, e £635 mō ō rātou pānga i te rohe pokapū o Waikato. I ngā tau o muri mai i ngana hoki a Ngāti Paoa kia whakahoki mai he whenua ki a rātou. Ka mutu, i te tau 1879, i whiwhi ētehi tāngata takitahi o Ngāti Paoa i ētehi karāti i te takiwā o Pūkorokoro, ā, i te tau 1894 i whakawhiwhia te Rāhui o Hāpuakohe, e 3,736 eka te rahi, ki a Ngāti Paoa, i roto i te raupatu o te Rāwhiti o Waikato.

Ko Ngāti Paoa, te Pakanga me te Raupatu i Tauranga Moana

- 2.24 I waenga i te marama o Āperira me te marama o Hune 1864, ka pakanga te Karauna ki ngāi Māori i Tauranga Moana. I muri i te mutunga o te pakanga, ka puta te kī a te Karauna ka raupatuhia e ia te nuinga o ngā whenua o te takiwā o Tauranga, ahakoa te kī taurangi a Kāwana Kerei ka whakahokia e ia he toru hauwhā o ngā whenua ki ērā tāngata kāore i uru ki te pakanga. I te tau 1865, ka “pānuitia” e te Karauna tētehi rohe raupatu 214,000 eka, ā, i te tau 1868 ka tangohia tētehi atu whenua, 76,000 eka ka tāpiritia ki tēnei takiwā, i raro i te Ture o Tauranga District Lands.
- 2.25 Kīhai a Ngāti Paoa i uru ki te pakanga, engari i whai pānga rātou ki ētehi whenua i whakaurua ki te rohe muru raupatu. Ko ētehi o aua whenua kei roto i te poraka o Katikati, he wāhi tēnei o ngā whenua raupatu i tautuhitia hei whakahokitanga ki te iwi Māori. I te marama o Ākuhata 1864, ka tīmataria ngā whakawhiti kōrero a te Karauna ki tētehi iwi kē atu mō te hoko i ngā poraka o Te Puna me Katikati, ka huia katoatia aua poraka, kei te 90,000 eka te rahi. I utua e te Karauna tētehi moni here, £1,000 te rahi ki a rātou i taua wā.

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- 2.26 Ka whakaritea e te Karauna tētehi huarahi whakawhiti kōrero hei whakatau i te kāpeneheihana ka utua e ia ki ētehi atu iwi mō ō rātou pānga ki ēnei poraka. I ngā marama o Hune me Hūrae 1866, ka hainatia ngā iwi o Hauraki me ētehi atu iwi i ā rātou tīti ki te Karauna hei whakaoti i ngā whakawhitinga kōrero mō Tauranga Moana, hei whakapūmau hoki i ētehi whakaaetanga e pā ana ki ngā pānga o ngā iwi ki te poraka o Te Puna. I whiwhi a Ngāti Hura, he hapū o Ngāti Paoa i te £100 mō ō rātou pānga.

Te Pānga o ngā Ture Whenua Māori ki te Rohe o Ngāti Paoa

- 2.27 I whakatūria te Kōti Whenua Māori i raro i ngā Ture Native Lands o ngā tau 1862 me 1865, ā, ka whakahaeretia ōna whakawākanga i te rohe o Hauraki i te tau 1865. Ko tā ēnei ture he whakatū i te Kōti Whenua Māori. I whakakorea hoki e aua ture te tika rāhui hoko o te Karauna. I raro i ngā ture hou nei i āhei te tangata Māori takitahi ki te hoko atu i ā rātou rawa, mā te rīhi, mā te hoko rawa rānei ki te tangata ehara i te āpiha Kāwanatanga, ki te Karauna rānei, kia oti rā anō te whakawhiwhi i te taitara.
- 2.28 Ka āhei te tangata Māori, ahakoa ko wai, te tīmata i tētehi tūhuratanga taitara mā roto i te Kōti Whenua Māori mā te tuku tonu ā-tuhi ki te Kōti. Ina ka tatūngia ngā whakaaro e te Kōti ki te whakarongo ki tētehi tonu, he ture tonu me haere katoa mai te hunga whai pānga tuku iho ki taua poraka ki ngā whakawā, me ka hiahia rātou kia uru ki te ōta a te Kōti, ahakoa tō rātou hiahia, tō rātou kore rānei e hiahia ki tēnei mea te taitara Karauna. He matatini tonu te pānga whenua tuku iho, ā, i raro i ērā pānga i āhei ai ngā momo whakamahi whenua maha mā roto i ngā here ā-whanaunga ki te whenua. Ko te whāinga nui o ēnei ture whenua hou he whakapūmau i aua tika ki roto i ngā whaitua i āta rūritia, ā, kāhore pea te katoa o te hunga whai pānga tuku iho i whāi wāhi ki roto i aua whakapūmautanga hou. He mea pupuru ā-rōpū, hapū, iwi tēnei mea te pānga whenua Māori tuku iho. Nō te hoatutanga i ngā taitara karauna mō ngā whenua o Ngāti Paoa, ka whakawhiwhia he pānga ki ētehi tāngata takitahi i wātea ki te whakaoti tikanga mō ō rātou whenua, kāore he whakaaro nui ki te iwi, ki te hapū rānei.
- 2.29 I waenga i ngā tau 1865 me 1877, ka tūhuratia e te Kōti Whenua Māori te taitara mō ētehi poraka 15 i te moutere o Waiheke, e 6,700 eka te rahi. Tekau mā whā ngā poraka i whakawhiwhia ki ētehi tāngata takitahi o Ngāti Paoa. I ētehi whakawhiwhinga ka puritia ngātahitia te pānga whenua me ētehi atu tāngata takitahi nō iwi kē. I hokona atu tekau mā toru o aua poraka ki ngā kaihoko takitahi i mua i te tau 1879. I whakaūtia te poraka o Te Huruhi, 2,100 eka, ki ētehi tāngata takitahi e rima. I te tau 1897, ka wehewehengia te poraka kia tekau mā toru ōna poraka iti, ka tiria ai ki ētehi tāngata takitahi e 65. Ko te nuinga o aua wehewehenga i hokona atu i muri ki ētehi tāngata takitahi i waenga i ngā tau 1910 ki te 1914.
- 2.30 I waenga i ngā tau 1865 me 1866, e 29 ngā poraka mai i Mātaitai me Ōrere ki te Hauāuru o Wharekawa, huia katoatia 47,542 eka, i hokona atu ki ngā tāngata takitahi. He maha o ēnei kua whakawhiwhia ki ngā rangatira o Ngāti Paoa. Ka eke ki te tau 1880, kei te takiwā o 60 ōrau kua whakarere rawatia atu, ā, i whakarere rawatia atu ētehi atu whenua i te rau tau rua tekau.

Te Takutai o Tikapa Moana o Hauraki

- 2.31 I ngā tau whakamutunga o te ngahurutanga 1860-1870, i te hiahia ētehi kaikeri ki te tautohu i ā rātou kerēme i raro iho i te tohu o te tai pari o te takutai moana o Hauraki. I

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te tau 1869 ka hīritia e te Karauna te kirimana o Te Hape me ngā rangatira o Hauraki, i whakaaetia ai te keri i tētehi wāhanga tāhuna i kerēmetia e aua rangatira. Kātahi te Karauna ka tuhi ture hou hei whakamana i tōna tika tangotango i te takutai, i kōkiritia e ētehi atu iwi. I whakarērea te pire, ka huri kē ki te whakahau rāhui i ngā hokonga o aua whenua ki ngā tangata ehara i te Karauna.

2.32 I te tau 1870, ka tukuna e Ngāti Paoa tana tono ki te Kōti Whenua Māori kia tūhuratia tētehi poraka nama i te takutai o Tīkapa Moana. I te marama o Tīhema, ka whakawhiwhia e te Kōti ētehi tika mana tūturu mō te hao ika, ki a Haora Tipa me ētehi atu tāngata takitahi, ki Kauaeranga E 10 B, engari kāore i whakawāngia ngā tika ki te takutai. Ka tono te Karauna ki te Kōti kia aukatia te hokona atu o ngā tika o te iwi Māori ki te tangata ahakoa ko wai, ki te kāwanatanga.

2.33 I waenga i ngā tau 1871 ki te 1875, ka hoko te Karauna i ētehi pānga i ētehi poraka i ngā takutai o Tīkapa Moana. He poraka ēnei kua whakaaetia ngā tika mahinga mātaihai-hao ika o te Māori e te Kōti Whenua Māori.

Te Hoko a Te Karauna i ngā whenua o Ngāti Paoa i Piako

2.34 I te tau 1874, i tono a Ngāti Paoa ki te āpiha hoko whenua a te Karauna kia hokona ētehi kai, £4,500 tōna wāriu, mō tētehi hui nui i Whakatīwai i te marama o Ākuhata. Ko te kaupapa o te hui, he kōrero nui mō ngā nama kua tau ki runga i ētehi atu iwi ki Ōhinemuri. Ka whiwhi taua āpiha i ngā hainatanga o ētehi mema 48 o Ngāti Paoa, ā, ko te tikanga o aua hainatanga kua whakaae aua tāngata 48 ko taua kai rā he utunga tōmua mō ētehi whenua i Piako, ki te hauāuru hoki o Waihou, kāore anō kia whakawāngia e te Kōti Whenua Māori. I whakaae a Ngāti Paoa ki te hoko atu i tētehi rohe whenua e 200,000 eka te rahi, e ai ki ngā matapae. I te tau 1874, ka pānuitia e te Karauna tāna whakapuaki mana anake ki te whenua, kia kore ai e taea te hoko ki ētehi atu kaihoko whenua. Nō te tau 1877, ka kerēmetia e te Karauna kua utua tētehi moni £16,145 3s 2d i runga i ngā here o te whenua.

2.35 I haere ngā whakawhiti kōrero ki te Karauna kia hokona 200,000 eka ki Piako mō ngā tau maha, ā, he uaua ki te Karauna te tautohu i ngā tāngata takitahi me ngā hapū katoa i whiwhi utunga i mua, e ai ki tana titiro. Ka ātete a Ngāti Paoa i te hoko i runga i te mea, nā ngā tāngata takitahi i namatia ia i mua i taka ai te iwi katoa me ōna whenua katoa ki te raruraru. Ka tae tēnei ki te tau 1888, kua pau i te Karauna tētehi £22,000 kia hoko i tēnei whenua, ā, i te tau 1889 ka whakaae te Karauna i runga i te pōuri kia tangohia e ia tētehi whenua 45,000 eka i a Ngāti Paoa, nā te mea kua kite ia kīhai a Ngāti Paoa i whai whenua rahi hei utu mō ana nama. I te tau 1889, ka whakawhiwhia e te Kōti Whenua Māori te taitara ki ēnei whenua ki ētehi tāngata takitahi o Ngāti Paoa, ā, ka whakawhitingia e aua tāngata ki te Karauna.

2.36 E mea ana a Ngāti Paoa i ngaro ō rātou whenua i ngā tau mai i 1870 nā te whakamahi a te Karauna i te tikanga hoko whenua e mōhiotia nei ko te raihana. I raro i tēnei tikanga, ka kīa ko ngā rawa, kai, ka hokona mai i ngā toa ka utua e te Karauna, ka hoatu ki te iwi Māori, ā, ka whakaarohia aua moni hei utunga mō ngā whenua Māori.

Te Hoko a Te Karauna i ngā whenua o Ngāti Paoa i Waiau

2.37 Ka whakawhiwhia e te Kōti Whenua Māori tētehi wāhanga o te poraka o Ngāurukehu, a Waiau 1, ki ētehi tāngata takitahi o Ngāti Paoa i te tau 1869. I te tau 1882, i whiwhi a

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Ngāti Paoa i tētehi £120 mai i ngā rīhi kōura mai i te poraka o Waiau 1. Ka tukua e ngā rangatira o te whenua tētehi wāhanga ki te Karauna me te inoi kia tukua mai he moni ia tau ki a rātou hei whakakapī mō ngā moni keri kōura i te haere atu ki a rātou mai i te poraka. Ka tāpaetia e te Karauna tētehi moni £600 mō te poraka engari kāore i whakaotingia he kirimana.

- 2.38 I waenga i ngā tau 1886 ki te 1889, ka iti haere ngā moni mai i te poraka ki te takiwā o te £20 ki te £30 ia te tau. Nō te tau 1891 ka tāpaetia e te Karauna tōna hiahia kia hokona ngā pānga tangata takitahi mō te 10 herengi mō ia eka. Te taenga ki te marama o Oketopa 1894, kua hokona e te Karauna e whā me te hāwhe o roto i te whitu o ngā hea i te poraka, me te tono kia tukuna ana pānga kia whakatauria e te Kōti Whenua Māori. I te marama o Mei 1895, ka whakawhiwhia e te Kōti tētehi poraka 706-eka ki te Karauna, ko te ingoa ko Waiau 1A. Ka whakawhiwhia e te Kōti te poraka i toe, kei te takiwā o te 400 eka te rahi, ki ērā o te hunga whai pānga kāore i hokona atu, hei poraka i kīa rā ko Waiau 1B.

Te Utu mō te Rūri

- 2.39 Kia ngāwari ai te whakaputa taitara mā te Karauna, me mātua rūri ngā poraka whenua. Mēnā kāore i taea e ngā kaikerēme te utu i tēnei rūri, ka namatia te utu ki runga i te wāriu o te whenua hei here. Ka raru a Ngāti Paoa, whērā ki ētehi atu iwi Māori, arā, ka tahuri ki te hoko whenua hei utu i ngā nama mō te rūri. Ka whakawhiwhia e te Kōti Matua te £2,597 10s 4d mō ngā mahi rūri i te takiwā o Te Hoe o Tainui i ngā tau mai i 1890, mō ngā utunga rūri. I tāpiritia mai tētehi £62 15s 10d itarete me tētehi atu £136 9s mō ētehi atu utunga mō te rūri i ētehi poraka tekau mā toru, i namatia katoatia ki a Ngāti Paoa. I te tauwhare mai ngā nama ki runga i a Ngāti Paoa, nā konei i huri ai ki te whakaea wawe i te nama, kei piki anō ngā nama itarete. Ka hokona e te iwi te poraka o Te Hoe o Tainui 3, kei te 1,400 eka te rahi, ki te Karauna. Ka tāpaetia e ngā rangatira o te whenua taua poraka mō te 7s mō te eka, kāore i tino rahi rawa te pikinga ake i tā te kanohi a te Karauna i mea ai he wāriu tika, arā, i te 6s. Ahakoa tērā, kua pānuitia e te Karauna tana whakapuaki mana anake ki te poraka, me te utu i te 3s 6d i te eka noa iho. Kāore he huringa mā Ngāti Paoa, me whakaae kau atu ōna kaupupuru whenua ki tēnei utu. E toru ngā poraka i roto i Te Hoe o Tainui nō Ngāti Paoa, i namatia ai tētehi 24 ki te 37 ōrau o te wāriu ki aua poraka i runga anō i ngā utunga rūri.

Te Rau Tau Rua Tekau

- 2.40 Nō te taenga ki te mutunga o te rau tau tekau mā iwa, heoi anō nei ngā whenua i te puritia tonutia e ngā iwi o Ngāti Paoa, he whenua inaki i te takutai o Tikapa Moana ki te hauāuru i roto i ngā poraka pupuru tahi me ētehi atu iwi. I roto i te rau tau rua tekau i riro tata ki te katoa o ēnei whenua i ngā kaihoko ehara i te Karauna, i te Karauna rānei. I tangohia hoki ētehi whenua e te Karauna me ngā kaunihera i raro i te Ture Public Works, arā, a Kiripaka, a Ōrere, a Taupō, a Waikaka me Poupihi. I waenga i ngā tau 1968 ki te 1973, ka tangohia e Te Mana ā-Rohe o Tāmaki Makaurau tētehi poraka 1,200 eka i ngā pae maunga o Hunua i raro i te Ture Public Works mō te rohe kāuru wai o Tāmaki Makaurau, me te Punanga ā-Rohe o Waharau kei roto nei ētehi whenua i whai pānga rā a Ngāti Paoa. O ngā eka 12,000 tata o Wharekawa 5, tata ki te 1,300 ngā eka i toe mai i roto i ngā ringa o Ngāti Paoa i te taenga ki te mutunga o te rau tau rua tekau i ngā poraka iti e 24. Tekau mā toru o ngā poraka nei i raro i te tekau eka.

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

Te Kīma Whakamimiti o Hauraki

- 2.41 I te tau 1908, ka whakamanaia e te Karauna te Ture Hauraki Plains i whakamanaia ai te Tari Lands and Survey kia whakamimiti, kia whakapai hoki i ngā repo o Hauraki. I roto i ngā ngahuru tau o muri mai ka whakarerekētia te takoto o aua hōpua wai e te Karauna, i whakamimititia ngā repo, ā, i whakapekatia ngā awa o Waihou me Piako. Nā ēnei mahinga i turaki ngā pā whawhai, ngā pā tuna, i tāorotia hoki ngā mahinga e mōhiotia ana he taonga nui nō ngā kāinga o Ngāti Paoa i mua.

Ko Ngāti Paoa i Te Pakanga Tuatahi o Te Ao

- 2.42 Nō te tīmatanga o te Pakanga Tuatahi o Te Ao i te tau 1914, he maha ngā Māori tae atu ki ngā mema o Ngāti Paoa kāore i tino hiahia ki te whawhai mō te Karauna, i te wā e tārewa tonu ana ō rātou nawe mō te raupatu. I te tau 1916, ka whakaurua e te Karauna te mana tono tangata ki ngā ope hōia engari kāore te hunga Māori i whakaurua ki raro i taua ture. Ahakoa, i te tau 1917, ka whakauruhia e te Karauna te tono tangata ki ngā ope hōia mō te hunga Māori e noho ana i roto i te rohe o Waikato-Maniapoto. He maha tonu ngā tāngata o Ngāti Paoa i tonoa kia uru hei hōia ka ātete i te tono. I hopukina ētehi, ā, nō muri ka mauheretia ētehi ki te Whare herehere o Maungawhau, me te whakawhiu ki ngā mahi taumaha i te whare herehere. I te tau 1919, ka pānuitia tētehi rārangi o ngā hōia i whakakeke i te *New Zealand Gazette* i raro i te Ture Expeditionary Forces Amendment Act 1918. I tangohia ngā tika tangata o te hunga i te rārangi mō te 10 tau, tae atu ki te tika ki te pōti. I whakaingoatia he tāngata nō Ngāti Paoa i te rārangi.

Te Wāhi Tapu o Ōpita

- 2.43 I te tau 1868, ka whakawhiwhia e te Kōti Whenua Māori te taitara mō te poraka o Ōpita i te takutai ki Wharekawa, 1,576 eka te rahi, ki ētehi tāngata takitahi tekau nō Ngāti Paoa. I te tau 1878, nā ētehi tāngata tokorua, ehara i te āpiha kāwanatanga, i hoko te nuinga o te poraka. E ai ki ngā kōrero tuku iho a Ngāti Paoa he tapu taua takiwā i te takutai moana, ā, i tautohutia te tino wāhi i te pepa rūri ki ngā kupu “Tapu Bush”. I te tau 1919, i hokona e te Karauna tētehi wāhi o taua takiwā e kīa nei ko “Tapu Bush” i ōna rangatira ehara i te kāwanatanga mō ngā mahi hanga huarahi. I haere tonu te whakamahi a Ngāti Paoa i te takiwā tapu.
- 2.44 I te tau 1932 me te tau 1936, ka tuhi ētehi tāngata takitahi o Ngāti Paoa ki te Minita Take Māori, me te tāpae i te whakaaro kua hātepetia te urupā i te hoko, ā, i te hiahia hoki rātou kia rāhuihia taua wāhi. Kāore te Karauna i huri mai ki te whakatika i tērā tūāhua nā te mea kua riro te nuinga o te rāhui i ngā tāngata ehara i te kāwanatanga, ā, kīhai hoki rātou i hiahia ki te whakahoki i te whenua i hiahiatia mō te rori, nā runga i ngā raru o te horohoro whenua. E ai ki ngā kōrero tuku iho o Ngāti Paoa, nō te hanganga o te rori i ngā tau mutunga o te ngahurutanga tau mai i 1930, i whakangarohia te wāhi tapu.

Te Urupā o Awataha

- 2.45 I te taenga ki ngā tau mai i 1920, i te noho tonu tētehi hapori iti o Ngāti Paoa ki runga o Awataha, he poraka tēnei i te takiwā o Takapuna, he wāhi nō te hoko o Mahurangi, he whenua i takohatia mai ki te Hāhi Katorika mō ana mahi mātauranga. I te marama o Oketopa 1924, ka ara ake tētehi tautohe nui mō te noho i tēnei whenua. I te marama o

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Māehe 1925, tokowhitu ngā mema o te iwi i hopukina, i mauheretia ki te Whare Herehere o Maungawhau, ā, ka peia atu te hāpori e te Karauna i taua whenua.

- 2.46 I te tau 1942, ka whakatau te Karauna kia hokona e ia tētehi wāhanga o Awataha mai i te Hāhi Katorika, kia pai ai tana hanga taika hei pupuru hinu. He urupā i whakamahia e ngā tāngata o Ngāti Paoa kei roto i taua wāhanga whenua. I haere tētehi ope nō Ngāti Paoa me tētehi atu iwi, i raro i a Te Puea, me ētehi Tari Kāwanatanga ki te hahu i ngā kōiwi mai i te urupā. Tokoono ngā tāngata takitahi o Ngāti Paoa, tae atu ki te rangatira ki a Puhata me tana whānau, i hahua ō rātou kōiwi mai i te urupā i Awataha, ā, ka haringia atu ki te moutere o Waiheke, ka tanu ai.
- 2.47 I te tau 1960, nā Hone Tuwhare i tuhi te tangi e whai ake nei, hei whakaatu i tana rikarika ki ēnei āhuatanga. I reira a Hone Tuwhare i te hahunga kōiwi:

The Burial

In a splendid sheath
of polished wood and glass
with shiny appurtenances
lay he fitly blue-knuckled
and serene:

*hurry rain and trail him
to the bottom of the grave*

Flowers beyond budding
will not soften the gravel's
beat of solemn words
and hard sod thudding:

*hurry rain and trail him
to the bottom of the grave*

Through a broken window
inanely looks he up;
his face glass-gouged and bloodless
his mouth engorging clay
for all the world uncaring...

*Cover him quickly, earth!
Let the inexorable seep of rain
finger his greening bones, deftly.*

- 2.48 Ka keria te one, ka horaina he papa raima, engari kīhai te taika hinu i hanga.

Te Oranga Tinana, te Toiora Whānau o te Iwi, me Te Reo

- 2.49 Inā noa atu te pāpaku o ngā tūmanako o te pūnaha mātauranga o te Karauna mō Ngāti Paoa, i ōna tūmanako mō te Pākehā mō te āhua 100 tau mai i te 1867. Ko tōna whāinga nui he whakangungu i te nuinga o ngā tamariki Māori mō ngā mahi ā-ringa anake. I whakatuwheratia te kura Māori tuatahi i Hauraki i te tau 1883. Ki te tirohanga a

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2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

te Karauna ko ngā kura Māori te huarahi e whakapākehātia ai a Ngāti Paoa mō ake tonu. Ka whakakāhoretia te kōrero Māori i waenga i ngā tamariki o Ngāti Paoa, kia kua ai rātou e kōrero i tō rātou reo ake i ngā kura Karauna mō te hia ngahuru tau. Ka noho ko tēnei kaupapa here a te Karauna hei pūtake matua o te heke o te Reo i waenga i a Ngāti Paoa, waihoki te wehewehenga o ō rātou āhuatanga ā-iwi me te hūnuku mai i ō rātou whenua tūpuna. I te mutunga o te rau tau rua tekau, e 27 ōrau noa iho o Ngāti Paoa i kaha ki te kōrero i te reo. Nā te heke o ngā āhuatanga ā-iwi o Ngāti Paoa me te memehatanga iho o te reo i ngaro ai te mātauranga Māori i waenga i a Ngāti Paoa. E kī ana a Ngāti Paoa nā ngā Ture whēnei i te Tohunga Suppression Act 1907 i papahoro ai i tangatanga ai ngā tikanga me ngā ritenga Māori i roto i te iwi.

- 2.50 I ngā rau tau rua tekau ki te rua tekau mā tahi, ka pā te raruraru ki a Ngāti Paoa, e whēnā ana te rite ki ētehi atu iwi Māori o Hauraki, ka hē te noho hauora o te tangata, kua poto kē ngā rā ora o te tangata i te mata o te whenua nei, kua tāmatemate ngā tamariki hoki i ō te Pākehā. Ko te tupeka tētehi taru whakapōraruraru i te noho hauora o te iwi o Ngāti Paoa, ā e kī ana te iwi nā ngā mahi a te Karauna ki te tāpae tupeka mai hei utu mō te whenua i ngā hoko whenua tuatahi tētehi pūtake nui o te kai tupeka, mai i tēnā whakatupuranga, ki tēnā whakatupuranga o te iwi. He nui kē atu te pā o te kore mahi ki a Ngāti Paoa, tēnā i te pānga ki te iwi nui tonu, ā, he pāpaku iho te moni whiwhi tauwaenga ia tau.

3 ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that –
- 3.1.1 until now it has failed to deal with the long-standing grievances of Ngāti Paoa and that recognition of and redress for these grievances is long overdue; and
 - 3.1.2 Ngāti Paoa rangatira sought to establish a relationship with the Crown in 1840 by signing te Tiriti o Waitangi / the Treaty of Waitangi; and
 - 3.1.3 the Crown did not always honour its part in that relationship.
- 3.2 The Crown acknowledges that the lands Ngāti Paoa provided for settlement purposes contributed to the establishment of the settler economy and the development of New Zealand.
- 3.3 The Crown acknowledges that –
- 3.3.1 it took 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 Paoa had interests; and
 - 3.3.2 a large portion of the "surplus lands" in the Tāmaki block were lands that the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Paoa; and
 - 3.3.3 it never compensated Ngāti Paoa for their interests in the "surplus lands" in the Tāmaki block as it did several other iwi involved in this transaction; and
 - 3.3.4 it did not provide reserves for Ngāti Paoa or other Marutūāhu iwi within the bounds of the Tāmaki purchase; and
 - 3.3.5 it failed to require the Tāmaki block to be properly surveyed and to require an assessment of the adequacy of lands that Māori held before acquiring the "surplus" in Tāmaki Makaurau and thereby breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that –
- 3.4.1 it took 17,000 acres of land in the Te Weiti and Takapuna blocks it considered surplus to those claimed by settlers as the result of pre-Treaty transactions including land in which Ngāti Paoa had interests; and

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- 3.4.2 it failed to require an assessment of the adequacy of lands that Māori held before acquiring the “surplus” in Takapuna and Te Weiti and thereby breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that when it purchased an extensive area at Mahurangi and Omaha in 1841, including 200,000 acres between Te Arai and Maungauika, it failed to ensure adequate reserves would be protected in the ownership of Ngāti Paoa, and this was in breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that –
- 3.6.1 it took Ngāti Paoa lands, including lands at Waiheke, as surplus from disallowed pre-emption waiver claims and that its policy of taking surplus land has long been a source of grievance to Ngāti Paoa; and
- 3.6.2 it failed to correctly apply all the regulations that were designed to protect Māori which governed pre-emption waiver transactions; and
- 3.6.3 it did not always protect Māori interests during investigations into these transactions; and
- 3.6.4 its policy of taking surplus land from pre-emption waiver purchases breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles when it failed to require any assessment of whether Ngāti Paoa retained adequate lands for their needs. The Crown also acknowledges that 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.
- 3.7 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 Māori including Ngāti Paoa, it breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that –
- 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, invading and occupying land in which Ngāti Paoa had interests; and
- 3.8.2 it intimidated Ngāti Paoa by using heavily armed gunboats to blockade Hauraki Gulf / Tīkapa Moana, and destroying waka; and
- 3.8.3 it caused the deaths of Ngāti Paoa individuals when its forces –
- (a) shelled an unfortified village at Pūkorokoro in November 1863; and
- (b) attacked a number of Ngāti Paoa without warning in December 1863.

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- 3.9 The Crown further acknowledges that the suffering caused by its actions was compounded by the renaming of Pūkoro after the warship that shelled its inhabitants.
- 3.10 The Crown acknowledges that the confiscation of land in which Ngāti Paoa had interests, including land in Waikato and East Wairoa, extinguished native title and alienated sacred sites including the maunga Kohukohunui and Rātāroa, as well as traditional resource gathering sites, and was unjust and a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that it compulsorily and unjustly extinguished Ngāti Paoa's customary interests in the Tauranga confiscation district and these actions breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.12 The Crown further acknowledges that it breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles when it failed to actively protect Ngāti Paoa interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Paoa.
- 3.13 The Crown acknowledges that –
- 3.13.1 it broke its promise that those who had not taken up arms in war, including a number of Ngāti Paoa, would not be deprived of their lands through the confiscation; and
 - 3.13.2 it made no provision for the Compensation Court to return land to Māori who were not considered to be in rebellion when the Court heard Ngāti Paoa claims for compensation in East Wairoa; and
 - 3.13.3 it did not return any land in these districts to those members of Ngāti Paoa it did not consider to have been rebels; and
 - 3.13.4 its failure to protect the interests of those members of Ngāti Paoa whom it did not consider to be rebels was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.14 The Crown acknowledges that –
- 3.14.1 it did not consult Ngāti Paoa about the introduction of the native land laws; and
 - 3.14.2 the resulting individualisation of land tenure was inconsistent with Ngāti Paoa tikanga; and
 - 3.14.3 the operation and impact of the native land laws, in particular the awarding of land to individual owners, made those lands more susceptible to partition, fragmentation, and alienation; this contributed to the erosion of the traditional

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3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

tribal structures of Ngāti Paoa which were based on collective tribal and hapū custodianship of land; and

- 3.14.4 the Crown's failure to protect the tribal structures of Ngāti Paoa was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.15 The Crown acknowledges that it sought to purchase Ngāti Paoa interests in the Piako blocks before title to the land was determined by the Native Land Court.
- 3.16 The Crown acknowledges that Ngāti Paoa had to sell unreasonable amounts of land to pay for survey costs at Te Hoe o Tainui. The Crown's failure to protect Ngāti Paoa from this burden breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.17 The Crown acknowledges that valuable mineral resources on lands leased by Ngāti Paoa and others provided economic benefits to the nation.
- 3.18 The Crown acknowledges that environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Paoa. In particular the Crown acknowledges that modifications to the course of the Piako River and its tributaries since the 1890s have drained resource-rich wetlands, destroyed Ngāti Paoa wāhi tapu, and caused significant harm to kaimoana sources relied on by Ngāti Paoa.
- 3.19 The Crown acknowledges the harm endured by many Ngāti Paoa 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 practices.
- 3.20 The Crown acknowledges that the health of Ngāti Paoa 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.
- 3.21 The Crown acknowledges that 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 has left Ngāti Paoa virtually landless and undermined their economic, social and cultural development. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

APOLOGY

- 3.22 The Crown offers the following apology to the people of Ngāti Paoa, to their tupuna and their mokopuna.
- 3.23 The Crown profoundly regrets its failure to protect Ngāti Paoa from the rapid alienation of land in the decades following the signing of te Tiriti o Waitangi / the Treaty of Waitangi and the loss of life and the devastation caused by hostilities arising from its invasion of lands south of the Mangatāwhiri.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.24 The Crown has inflicted suffering upon you, its acts and omissions have prejudiced you, and laws and policies that it enacted in Aotearoa/New Zealand have led to the loss of your whenua and your taonga te reo Māori. The Crown has failed to uphold its obligations under te Tiriti o Waitangi / the Treaty of Waitangi and brought dishonour upon itself. For its breaches of te Tiriti o Waitangi / the Treaty of Waitangi and its principles the Crown unreservedly apologises.
- 3.25 The Crown seeks to atone for these injustices, and hopes that through this settlement it can rebuild the relationship that it established with Ngāti Paoa in 1840, begin the process of healing and enter a new age of co-operation with your people.

3 ACKNOWLEDGEMENTS / TE WAKA O NGĀTI PAOA: PUHIARIKI

NGĀ WHAKAAETANGA

3.1 E whakaae ana te Karauna he tika –

3.1.1 tae mai ki nāianeī kāore anō kia tatū ngā nawe nui a Ngāti Paoa, ā, kua roa rawa hoki te tāringa rahirahi a te iwi ki te whakawā me te whakatika i aua nawe; ā

3.1.2 i whai ngā rangatira o Ngāti Paoa ki te whakatū whanaungatanga ki te Karauna i te tau 1840, nā te hainatanga i te Tiriti o Waitangi; ā

3.1.3 kīhai te Karauna i whakatutuki i tōna wāhanga o taua noho whanaunga.

3.2 E whakaae ana te Karauna ko ngā whenua nā Ngāti Paoa i whakarite mai mō ngā mahi whakanoho tangata mai ka noho hei waiū hei oranga nui mō te whakatūranga o te ōhanga o tauiwi i ngā rohe o Ngāti Paoa me te whanaketanga o Aotearoa.

3.3 E whakaae ana te Karauna –

3.3.1 i tangohia e ia ētehi whenua 78,000 eka te rahi i te poraka o Tāmaki kua kīa e ia i mua he whenua tuwhene ki ērā i taunahatia e tētehi tangata o tauiwi. I kerēme tēnei tangata i tētehi whenua i hokona i mua atu i te Tiriti, ko ētehi o ngā whenua o taua poraka he whenua whai pānga nō Ngāti Paoa; ā

3.3.2 ko tētehi wāhanga nui o ngā "whenua tuwhene" i te poraka o Tāmaki he whenua i whakaaetia e te tangata o tauiwi i noho ki taua poraka tērā tonu e whakahokia ki te iwi Māori, ā tōna wā, ā, kua roa rawa tēnei nawe e noho ana hei pōuritanga nui mō Ngāti Paoa; ā

3.3.3 kīhai rawa i ea te utu mō ngā pānga o Ngāti Paoa i aua "whenua tuwhene" i te poraka o Tāmaki, whēnā i ētehi atu iwi i uru ki tēnei hoko; ā

3.3.4 kīhai i wehe mai ngā whenua rāhui i kōrerotia rā mō Ngāti Paoa mō ētehi atu iwi o Marutūāhu hoki i roto i ngā whaitua o te hoko whenua o Tāmaki; ā

3.3.5 kīhai te Karauna i āta whakahau i te rūritanga tika i te poraka o Tāmaki, kāore hoki i poua e ia he tikanga e whakawāngia ai mehemea i nui ngā whenua "tuwhene" i Tāmaki, nā konei i takahia ai te Tiriti o Waitangi me ōna mātāpono.

3.4 E whakaae ana te Karauna –

3.4.1 i tangohia e ia ētehi whenua 17,000 eka te rahi i te poraka o Te Weiti me Takapuna kua kīa e ia he whenua tuwhene ki ērā i taunahatia e ētehi tāngata o tauiwi i muri i ngā hokonga i mua atu i te Tiriti, ko ētehi o ngā whenua o taua poraka he whenua whai pānga nō Ngāti Paoa; ā

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.4.2 kīhai hoki te Karauna i whakahau i te rūritanga tika i te poraka o Takapuna me Te Weiti, kīhai hoki i poua e ia he tikanga e whakawāngia ai mehemea i nui ngā whenua "tuwhene", nā konei ka takahia te Tiriti o Waitangi me ōna kaupapa.
- 3.5 E whakaae ana anō hoki te Karauna, nō tana hoko i te wāhanga whenua nui tonu i Mahurangi ki Ōmaha i te tau 1841, tae atu ki te 200,000 eka i waenga i Te Ārai me Maungauika, kīhai tonu i whakahau kia tiakina he whenua rāhui nui tonu i roto i ngā ringaringa o Ngāti Paoa, nā konei anō i takahia ai te Tiriti o Waitangi me ōna mātāpono.
- 3.6 E whakaae ana te Karauna –
- 3.6.1 i tangohia e ia ngā whenua nō Ngāti Paoa, tae atu ki ōna whenua i Waiheke, hei tuwhene mai i ngā kerēme whenua kīhai i whakaaetia mai i te wā o te rāhui hoko, ā, kua roa hoki tana kaupapa tango whenua tuwhene e noho ana hei nawe nui mō Ngāti Paoa; ā
- 3.6.2 kīhai hoki i tika tana hoatu i ngā rekureihana katoa i whakaritea rā i mua hei tiaki i te Māori, i anga katoa ki runga i te whakawāteatanga rahui hoko; ā
- 3.6.3 kīhai i tika tana tiaki i ngā pānga Māori i ngā wā katoa i roto i ngā whakawā whenua ki aua hoko; ā
- 3.6.4 nā tana kaupapa here tango whenua tuwhene i ngā hoko i whakawātea i nga rahui hoko, i takahia ai te Tiriti o Waitangi me ōna mātāpono, nā runga i tana kore e whakahau kia tirohia mehemea i tika anō ngā whenua i waiho hei whenua mō te iwi i roto i ngā ringaringa o Ngāti Paoa, i muri i te hoko. E whakaae ana te Karauna i hē kē atu tēnei raruraru i runga anō i te whakatinanatanga a te Karauna i ana kaupapa here, ā, ka noho tēnei hei takitahitanga anō i te Tiriti o Waitangi me ōna mātāpono.
- 3.7 E whakaae ana te Karauna nā tana kore e whakarite i tētehi whakatekau o ngā whenua i hokona atu mō ngā kaupapa ā-iwi whānui, i te wā o te whakawātea i te rāhui hoko, otirā mō ngā kaupapa ā-tangata, arā, mō te whakatū i ngā kura me ngā hohipera, ēnei mahi katoa, hei oranga mō ngāi Māori tae atu ki a Ngāti Paoa, ka takahia e ia te Tiriti o Waitangi me ōna mātāpono.
- 3.8 E whakaae ana te Karauna –
- 3.8.1 kīhai rawa atu i tika tā rātou mahi ko ana kaitohutohu i raro i te Tiriti o Waitangi me ōna mātāpono i tana tono i ana hōia kia whakawhiti i te awa o Mangatāwhiri i te marama o Hūrae 1863, i tana huaki hoki i aua whenua, me tana whakanoho i a tauwi ki aua whenua ahakoa ngā pānga o Ngāti Paoa ki roto; ā
- 3.8.2 ka whakaweti ia i a Ngāti Paoa nā tana mahi ki te tono manuaohai pūrepo hei ārai i te rerenga waka ki runga o Tīkapa Moana, me tana turaki i ngā waka o te iwi; ā
- 3.8.3 ka whakamate rawa i ētehi tāngata takitahi o Ngāti Paoa i te tahuritanga o ngā hōia o te Karauna ki te –

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- (a) pupuhi pahū nui ki te kāinga i Pūkorokoro i te marama o Nōema 1863; me tana
 - (b) kōkiri i ētehi o Ngāti Paoa, kāore he whakaara i a rātou, i te marama o Tīhema 1863.
- 3.9 E whakaae ana hoki te Karauna i hē kē atu te mamae i takea mai i ana mahi, nā runga i tana tapanga o te kāinga o Pūkorokoro ki te ingoa o te manua o pūhia ai ngā pahū ki runga i ōna tāngata noho.
- 3.10 E whakaae ana anō hoki te Karauna nā tana mahi raupatu i ngā whenua i whai pānga a Ngāti Paoa ki roto, tae atu ki ngā whenua i Waikato me Wairoa ki te Rāwhiti, i whakaweto i ngā take tuku iho o te iwi ki ō rātou whenua, i ngaro ai hoki ngā wāhi tapu, tae atu ki te maunga tapu o Kohukohunui me Rātāroa, waihoki ngā wāhi mahinga kai o ngā tūpuna, kāore i tika, he takahi tonu i te Tiriti o Waitangi me ōna mātāpono.
- 3.11 E whakaae ana te Karauna i raupatuhia i murua hoki e ia i runga i te kino ngā pānga tikanga tuku iho o Ngāti Paoa i te rohe whenua raupatu o Tauranga, ā, nā ēnei mahi katoa i takahia ai te Tiriti o Waitangi me ōna mātāpono.
- 3.12 E whakaae ana anō hoki te Karauna i takahia e ia te Tiriti o Waitangi me ōna mātāpono nā tana kore e huri mai ki te āta tiaki marire i ngā whāinga pānga o Ngāti Paoa ki ngā whenua i hiahia rā ia ki te pupuru, i tana whakarewanga i te hoko o Te Puna me Katikati i te tau 1864, me te kore e tūhura i te rangatiratanga o Ngāti Paoa.
- 3.13 E whakaae ana te Karauna –
 - 3.13.1 i takahia e ia tana kī taurangi ki ērā kāore i hāpai pū i te pakanga, tae atu ki ētehi o Ngāti Paoa, e kore e tangohia ō rātou whenua mā te raupatu; ā
 - 3.13.2 kāore i whakaritea he wāhanga mō te Kōti Kāpeneheihana kia whakahoki whenua ki ngāi Māori kāore i whakatuma ki te Karauna, e ai ki ōna whakaaro, i te whakawā a te Kōti i ngā kerēme a Ngāti Paoa mō tētehi kāpeneheihana mō Wairoa ki te Rāwhiti; ā
 - 3.13.3 kāore i tutuki i a ia tana kī ka whakahokia ētehi whenua i ētehi o ēnei takiwā ki ngā mema o Ngāti Paoa i mea rā ia ehara i te hunga whakatuma; ā
 - 3.13.4 ka noho tana korenga e tiaki i ngā pānga o ngā mema o Ngāti Paoa i mea rā ia ehara i te hunga whakatuma, hei takahitanga i te Tiriti o Waitangi me ōna mātāpono.
- 3.14 E whakaae ana te Karauna –
 - 3.14.1 kāore rawa ia i hoki mai ki te kōrerorero ki a Ngāti Paoa mō te whakaurunga mai o ana ture whenua taketake Māori; ā
 - 3.14.2 ka taupatupatu ngā whakaritenga taitara ā-tangata takitahi ki ngā tikanga tuku iho a Ngāti Paoa; ā
 - 3.14.3 nā te mahinga me te pānga o ngā ture whenua taketake Māori, otirā ngā mahi whakawhiwhi whenua ki te tangata takitahi, i horapa ai te wehewehe o ngā

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3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

whenua, i ngāwari ai te hoko atu ki te tangata kē, te whakakore rawatanga rānei; nā konei i horo ai ngā pou matua o ngā tikanga tuku iho o te iwi o Ngāti Paoa, he mea whakatū ki runga tonu i te pupuru ā-hapū, ā-iwi, i te whenua; ā

- 3.14.4 ka noho te korenga o te Karauna e tiaki i ngā pou matua o te iwi o Ngāti Paoa hei takahitanga nui i te Tiriti o Waitangi me ōna mātāpono.
- 3.15 E whakaae ana te Karauna i ngana ia ki te hoko i ngā pānga o Ngāti Paoa i ngā poraka whenua o Piako i mua i te whakawātanga o te taitara e te Kōti Whenua Māori.
- 3.16 E whakaae ana te Karauna i herea a Ngāti Paoa kia hoko atu i ngā whenua tino nui rawa hei utu i ngā nama mō te rūri i Te Hoe o Tainui. Nā te kore o te Karauna e tiaki i a Ngāti Paoa i tēnei kawenga i takahia ai te Tiriti o Waitangi me ōna mātāpono.
- 3.17 E whakaae ana te Karauna i puta ake he hua nui i ngā rawa manawa whenua i rīhitia rā i ngā whenua o Ngāti Paoa me ētehi atu, hei painga ohanga hoki ki te motu katoa.
- 3.18 Kei te whakaae te Karauna nā ngā huringa ki te taiao me ngā parahanga kua maringi mai ki te whenua me te wai, mai i te rau tau tekau mā iwā, kua noho hei pōuritanga nui mā Ngāti Paoa. E whakaae ana anō hoki te Karauna nā ngā huringa ki te rere o te awa o Piako me ōna peka mai i ngā tau mai i 1890 i mimiti ai ngā repo hua te kai, hua te mātaitai, i ngaro ai ngā wāhi tapu o Ngāti Paoa, i raru ai hoki ngā mahinga kaimoana i whirinaki rā a Ngāti Paoa i mua.
- 3.19 E whakaae ana anō hoki te Karauna nā ngā mahi whakamataku i ngā tamariki maha o Ngāti Paoa i roto i ngā ngahuru tau, arā, nā ngā kaupapa here a te Karauna i whakakāhoretia ai te reo Māori i roto i ngā kura. Kei te whakaae hoki te Karauna ki ngā pānga kino o ēnei mahi ki te matatau o te tangata me te huatau o tōna reo, tae atu ki te pānga o ēnei mahi ki te whāngaihanga o te reo me ngā tikanga tuku iho mai i tēnā whakatupuranga, ki tēnā whakatupuranga.
- 3.20 E whakaae ana te Karauna kua kino kē atu te hauora o Ngāti Paoa i ētehi atu tāngata noa iho o Aotearoa, ā, kāore hoki i rite rawa ngā whāinga wāhi ki te āta noho i runga i te ora me te pai mō rātou, ki ērā atu tāngata o Aotearoa.
- 3.21 E whakaae ana te Karauna nā te pānga putuputu o ēnei mahinga, me ēnei hapanga a te Karauna, tae atu ki te raupatu, i te mahinga me te pānga o ngā ture whenua Māori i noho tata whenua kore tonu a Ngāti Paoa, i raru ai hoki tō rātou whanaketanga ā-ōhanga, ā-iwi, ā-tikanga hoki. Ka noho ko te korenga o te Karauna e whakahau tikanga e puritia ai he whenua nui tonu mō rātou i roto i ngā tau, mō ngā rā hoki e heke mai nei hei takahitanga nui i te Tiriti o Waitangi me ōna mātāpono.

TE WHAKAPĀHA

- 3.22 Tēnei te Karauna te tāpae atu nei i tāna whakapāha ki ngā tāngata o Ngāti Paoa, ki ō rātou tūpuna me ā rātou mokopuna.
- 3.23 Ka tino pā pōuri te Karauna mō tana korenga e tiaki i a Ngāti Paoa kei ngaro katoa ōna whenua i runga i te ohorere i ngā ngahuru tau mai i te hainatanga o te Tiriti o Waitangi, mō te whakamatenga me te mahi whakamōtī i te whenua hoki i muri i tana huaki pokanoa i ngā whenua ki te tonga o Mangatāwhiri.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.24 E whakaae ana te Karauna nā āna mahi kua taka mai te mate nui ki runga i a koutou, kua tūkinotia koutou e āna mahinga me āna hapanga i whakatinanatia ai ki Aotearoa, i ngaro ai ō koutou whenua me tō koutou taonga nui, te reo Māori. Kāore te Karauna i tahuri mai ki te hautū i ōna kawenga here i runga i a ia i raro i te Tiriti o Waitangi, ā, ka hinga tētehi wāhi o tōna mana. Mō ana takahitanga i te Tiriti o Waitangi me ōna mātāpono, tēnei te Karauna te tūohu atu, me te tāpae i tana whakapāha nui ki te iwi o Ngāti Paoa.
- 3.25 E hiahia ana te Karauna ki te whakatikatika i ēnei hē nui, me te tūmanako mā roto i tēnei whakataunga ka whakaū anō te noho whanaunga me te haere kōtui i tūmanakohia ai e Ngāti Paoa me te Karauna i te tau 1840, e hua ake ai te mahi whakarauora me te mahi tahi ki tō iwi.

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 Paoa as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāti Paoa for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Paoa and the Crown (in terms of te Tiriti o Waitangi / the Treaty of Waitangi, its principles and otherwise).
- 4.2 Ngāti Paoa 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, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāti Paoa may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:
- 4.5.1 protected customary rights (as defined in that Act):
 - 4.5.2 customary marine title (as defined in that Act).

DEED OF SETTLEMENT

4: SETTLEMENT

REDRESS

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

IMPLEMENTATION

- 4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.7.1 settle the historical claims; and
 - 4.7.2 exclude the jurisdiction of any court, tribunal or other judicial body in relation to the historical claims and the settlement; and
 - 4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a cultural redress property, a purchased commercial property, the Pouarua Farm property or an early release commercial property or a purchased deferred selection property if settlement of that property has been effected; or
 - (b) for the benefit of Ngāti Paoa or a representative entity; and
 - 4.7.4 require any resumptive memorial to be removed from any record of title for a cultural redress property, a purchased commercial property, the Pouarua Farm property, an early release commercial property or a purchased deferred selection property if settlement of that property has been effected; and
 - 4.7.5 provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of the Ngāti Paoa Iwi Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Ngāti Paoa Iwi Trust may exist; and

DEED OF SETTLEMENT

4: SETTLEMENT

- 4.7.6 require the Chief Executive of the Office for Māori Crown Relations – Te Arawhiti to make copies of this deed publicly available.
- 4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

- 5.1 The settlement legislation will, on the terms provided by sections 22 to 64 and sections 66 to 67 of the draft settlement bill, vest in the governance entity on the settlement date –

Hine-nui-o-te-paua

- 5.1.1 the fee simple estate in Hine-nui-o-te-paua; and

Kaiaua

- 5.1.2 the fee simple estate in the Kaiaua School property, subject to the governance entity providing a registrable lease in relation to that property in the form set out in part 5.1 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the vesting); and

Māwhitipana

- 5.1.3 the fee simple estate in Māwhitipana as a recreation reserve named Māwhitipana Recreation Reserve, with the governance entity as the administering body; and

Omaru

- 5.1.4 the fee simple estate in Omaru as a recreation reserve named Omaru Recreation Reserve with the Auckland Council as the administering body to administer the reserve as if it were vested in the Council under section 26 of the Reserves Act 1977 and subject to the governance entity granting a registrable easement for a right of way and other services in the form set out in part 5.3 of the documents schedule; and

Papakura Pā

- 5.1.5 the fee simple estate in Papakura Pā, being part of Tiritiri Matangi Island Scientific Reserve, as a scientific reserve named Papakura Pā Scientific Reserve, which will continue to be administered by the Department of Conservation under the Reserves Act 1977 as if the vesting had not occurred; and

Paoa Ururoa

- 5.1.6 the fee simple estate in Paoa Ururoa, being part of Motuihe Island Recreation Reserve, as a historic reserve named Paoa Ururoa Historic Reserve, with the governance entity as the administering body; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Paoa Ururua

- 5.1.7 the fee simple estate in Paoa Ururua, being part of Motuihe Island Recreation Reserve, as a recreation reserve named Paoa Ururua Recreation Reserve, with the governance entity as the administering body; and

Pokai Wawahi Ika

- 5.1.8 the fee simple estate in Pokai Wawahi Ika as a recreation reserve named Pokai Wawahi Ika Recreation Reserve, with the governance entity as the administering body; and

Tauwhare Koiora site A

- 5.1.9 the fee simple estate in the part of Tauwhare Koiora marked “site A” on deed plan OTS-403-252 as a recreation reserve named Tauwhare Koiora Recreation Reserve; and

Tauwhare Koiora site B

- 5.1.10 the fee simple estate in the part of Tauwhare Koiora marked “site B” on deed plan OTS-403-252 as a historic reserve named Tauwhare Koiora Historic Reserve; and

Te Iwi Rahirahi

- 5.1.11 the fee simple estate in Te Iwi Rahirahi as a local purpose (esplanade) reserve named Te Iwi Rahirahi Local Purpose (Esplanade) Reserve, on the following basis:
- (a) the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; but
 - (b) Auckland Council may cease to be the administering body, and the governance entity may become the administering body on the terms provided in section 40 of the draft settlement bill; and

Paoa Whanake

- 5.1.12 the fee simple estate in Paoa Whanake as a local purpose (marae) reserve named Paoa Whanake Local Purpose (Marae) Reserve, with the governance entity as the administering body; and

Te Waero Awe Houkura

- 5.1.13 the fee simple estate in Te Waero Awe Houkura as a recreation reserve named Te Waero Awe Houkura Recreation Reserve, subject to the

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governance entity providing an unregistered lease in relation to Te Waero Awe Houkura in the form set out in part 5.2 of the documents schedule and on the following basis:

- (a) the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977 and, if the reserve management plan applying to this property is reviewed while the Auckland Council is the administering body the governance entity and the Auckland Council will jointly prepare and approve a separate reserve management plan for this property; but
- (b) Auckland Council may cease to be the administering body and the governance entity may become the administering body on the terms provided in section 44 of the draft settlement bill.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Provision relating to Tauwhare Koiora site A and Tauwhare Koiora site B

- 5.2 The settlement legislation will, on the terms provided by section 58 of the draft settlement bill, provide that a joint management body will be established as the administering body to administer the reserves referred to in clauses 5.1.9 and 5.1.10 and the adjacent recreation reserve owned by the Hauraki District Council (also known as Tauwhare Koiora Recreation Reserve) as if the reserves were vested in that body under section 26 of the Reserves Act 1977, the members of which will be appointed by the governance entity and the Hauraki District Council.

Provisions relating to Omaru

- 5.3 The settlement legislation will, on the terms provided by sections 26 and 27 of the draft settlement bill, provide that –
- 5.3.1 while the Auckland Council is the administering body of Omaru, despite section 41(1) of the Reserves Act 1977, –
 - (a) the management plan that was in force immediately before the commencement of the Point England Development Enabling Act 2017 applies to Omaru; and
 - (b) when the Auckland Council reviews that plan, the governance entity and the Council must jointly prepare and approve a management plan; and
 - 5.3.2 despite the vesting of Omaru, the improvements owned by the Auckland Council and attached to Omaru as at the date of the vesting will remain vested in the Auckland Council.

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Provisions relating to Kaiaua School property

- 5.4 In the event that the Kaiaua School property becomes surplus to the Crown's requirements, the Crown may, at any time before the date that the settlement legislation is enacted, give written notice to the governance entity that the property is no longer available to be vested as a cultural redress property.
- 5.5 If clause 5.4 applies –
- 5.5.1 the Crown's obligation to vest the Kaiaua School property will be at an end and the property will cease to be a cultural redress property; and
- 5.5.2 the Crown will pay the governance entity \$352,000, under clause 5.50.2.

Hauraki Gulf Marine Park

- 5.6 The settlement legislation will, on the terms provided by section 35 of the draft settlement bill, provide that Papakura Pā will continue to form part of the Hauraki Gulf Marine Park.
- 5.7 The settlement legislation will, on the terms provided by sections 28, 31 and 36 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.8 be included as part of the Hauraki Gulf Marine Park.
- 5.8 Clause 5.7 applies in relation to each of the following cultural redress properties:
- 5.8.1 Paoa Ururoa:
- 5.8.2 Paoa Ururua:
- 5.8.3 Pokai Wawahi Ika.

Crown Minerals Act 1991

- 5.9 The settlement legislation will, on the terms provided by sections 55 and 56 of the draft settlement bill, provide that –
- 5.9.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:
- (a) Māwhitipana:
- (b) Papakura Pā:
- (c) Paoa Ururoa:
- (d) Paoa Ururua:

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- (e) Pokai Wawahi Ika:
- (f) Te Waero Awe Houkura; and
- 5.9.2 to the extent relevant, section 61(1A) and (2) (except subsection (2)(db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.9.1; and
- 5.9.3 for the purposes of clause 5.9.2, 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 virtue of section 116 of the draft settlement bill; and
- 5.9.4 clauses 5.9.1 to 5.9.3 do not apply if the Governor-General, by Order in Council made in accordance with section 56 of the draft settlement bill, declares that any or all of the properties specified in clause 5.9.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

Provisions relating to Paoa Ururoa and Paoa Ururua

- 5.10 The settlement legislation will, on the terms provided by sections 28 to 33 of the draft settlement bill, provide that each property referred to in clause 5.11 will be –
 - 5.10.1 subject to the Tāmaki Makaurau motu plan under subpart 10 of Part 2 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 and the administering body of the property will not be required to prepare a management plan under section 41 of the Reserves Act 1977; and
 - 5.10.2 subject to right of entry by the Crown to enter it at all times, on notice unless agreed otherwise, and with or without motor vehicles, machinery, implements of any kind, or dogs for any or all of the following purposes:
 - (a) species management:
 - (b) monitoring pest plants or pest animals:
 - (c) control of pest plants or pest animals.
- 5.11 Clause 5.10 applies in relation to each of the following cultural redress properties:

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5.11.1 Paoa Ururoa:

5.11.2 Paoa Ururua.

Fire and Emergency New Zealand Act 2017

5.12 The settlement legislation will, on the terms provided by sections 28, 31 and 35 of the draft settlement bill, provide that each cultural redress property listed in clause 5.13 must be treated as if it were, for the purposes of the Fire and Emergency New Zealand Act 2017, public conservation land within the meaning of section 144 of that Act.

5.13 Clause 5.12 applies in relation to each of the following cultural redress properties:

5.13.1 Paoa Ururoa:

5.13.2 Paoa Ururua:

5.13.3 Papakura Pā.

Provisions relating to Te Iwi Rahirahi

5.14 The settlement legislation will, on the terms provided by section 39 of the draft settlement bill, provide that, in relation to Te Iwi Rahirahi, while it remains vested in the governance entity and while the Auckland Council is the administering body, –

5.14.1 despite the Auckland Council being the administering body, the governance entity may grant, accept or decline to grant any new interest in land that affects Te Iwi Rahirahi, or renew or vary such interest; and

5.14.2 before the governance entity determines an application by any person for an interest in land in Te Iwi Rahirahi, the governance entity must consult with the Auckland Council.

Provisions relating to Te Waero Awe Houkura

5.15 The settlement legislation will, on the terms provided by section 43 of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura, while it remains vested in the governance entity and while the Auckland Council is the administering body, –

5.15.1 despite the Auckland Council being the administering body, the governance entity may –

(a) grant, accept or decline to grant any new interest in land that affects Te Waero Awe Houkura, or renew or vary such an interest; and

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- (b) renew or vary the existing lease (as defined in section 43(3) of the draft settlement bill); and
- 5.15.2 before the governance entity determines an application by any person for an interest in land in Te Waero Awe Houkura, the governance entity must consult with the Auckland Council.
- 5.16 The settlement legislation will, on the terms provided by section 42 of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura –
 - 5.16.1 despite the vesting of the fee simple estate in Te Waero Awe Houkura referred to in clause 5.1.13, the improvements in or on Te Waero Awe Houkura do not vest in the governance entity; but
 - 5.16.2 clause 5.16.1 does not apply to the improvements in respect of which an unregistered lease is required as referred to in clause 5.1.13.

Inalienable

- 5.17 The settlement legislation will, on the terms provided by section 23(3) and section 60(2) of the draft settlement bill, provide, respectively, that Hine-nui-o-te-paua and Papakura Pā will be inalienable, other than to new trustees of the Ngāti Paoa Iwi Trust.

CROWN MINERALS

- 5.18 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –
 - 5.18.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested under the settlement legislation, vest with, and form part of, that property; but
 - 5.18.2 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.
- 5.19 Sections 120 to 129 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 5.18 applies.
- 5.20 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.

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GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

- 5.21 Each cultural redress property is to be –
- 5.21.1 as described in schedule 1 of the draft settlement bill; and
 - 5.21.2 vested on the terms provided by –
 - (a) sections 22 to 64 and sections 66 to 67 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
 - 5.21.3 subject to any encumbrances, or other documentation, in relation to that property –
 - (a) required by clauses 5.1 to 5.17 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by schedule 1 of the draft settlement bill.

VEST AND VEST BACK

- 5.22 In clauses 5.23 and 5.24 **Pūkoro koro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area** and **Te Haupa Island Scenic Reserve** have the meanings given to them by section 68 of the draft settlement bill.
- 5.23 The settlement legislation will, on the terms provided by sections 68, 70 and 72 of the draft settlement bill, provide that –
- 5.23.1 on the vesting date the fee simple estate of Pūkoro koro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest in the governance entity; and
 - 5.23.2 on the seventh day after the vesting date, the fee simple estate in Pūkoro koro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest back in the Crown; and
 - 5.23.3 the following matters apply as if the vestings in clauses 5.23.1 and 5.23.2 had not occurred –
 - (a) Pūkoro koro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area remains a government purpose (wildlife management) reserve under the Reserves Act 1977:

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- (b) Te Haupa Island Scenic Reserve remains a scenic reserve under the Reserves Act 1977:
 - (c) any enactment, instrument or interest that applied to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area or Te Haupa Island Scenic Reserve immediately before the vesting date continues to apply to that property:
 - (d) to the extent that the overlay classification applies to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area or Te Haupa Island Scenic Reserve immediately before the vesting date, it continues to apply to that property:
 - (e) the Crown retains all liability for Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve; and
- 5.23.4 the vestings in clauses 5.23.1 and 5.23.2 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
- 5.23.5 the vesting of Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area referred to in clause 5.23.1 is not a disposal of RFR land under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014; and
- 5.23.6 the vesting of Te Haupa Island Scenic Reserve referred to in clause 5.23.1 is not a disposal of RFR land under any enactment that provides for the reserve to be RFR land.

Vesting date

- 5.24 The settlement legislation will, on the terms provided by sections 65, 69 and 71 of the draft settlement bill, provide that, –
- 5.24.1 in relation to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area –
- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
 - (b) the proposed date must not be later than one year after the settlement date; and
 - (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and

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- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area vests in the governance entity on the vesting date; and

5.24.2 in relation to Te Haupa Island Scenic Reserve –

- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
- (b) the proposed date must not be later than one year after the settlement date; and
- (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and
- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Te Haupa Island Scenic Reserve vests in the governance entity on the vesting date; and

5.24.3 for the purposes of clauses 5.23 and 5.24, **vesting date** means –

- (a) the date proposed by the governance entity in accordance with clause 5.24.1(a) to (c) or clause 5.24.2(a) to (c) (as relevant); or
- (b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.25 The settlement legislation will, on the terms provided by sections 73 to 87 of the draft settlement bill, –

5.25.1 declare each of the following areas to be overlay areas subject to an overlay classification:

- (a) Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area (as shown on deed plan OTS-403-261);
- (b) Te Haupa Island Scenic Reserve (as shown on deed plan OTS-403-260); and

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- 5.25.2 provide the Crown's acknowledgement of the statement of Ngāti Paoa values in relation to each of the overlay areas; and
- 5.25.3 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 an overlay area, to have particular regard to the statement of Ngāti Paoa 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 an 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 Paoa values, and the protection principles, for the area; and
- 5.25.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.25.5 enable the making of regulations and bylaws in relation to the overlay areas.
- 5.26 The statement of Ngāti Paoa values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.27 The settlement legislation will, on the terms provided by sections 88 to 99 of the draft settlement bill, –
 - 5.27.1 provide the Crown's acknowledgement of the statements by Ngāti Paoa of their particular cultural, spiritual, historical and traditional association with the following areas:
 - (a) Kiripaka Wildlife Scenic Reserve (as shown on deed plan OTS-403-268):
 - (b) Mangatawhiri Forest Conservation Area (as shown on deed plan OTS-403-275):
 - (c) Matietie Historic Reserve (as shown on deed plan OTS-403-262):
 - (d) Mutukaroa / Hamlin Hill (as shown on deed plan OTS-403-269):

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- (e) Ngahue Reserve (as shown on deed plan OTS-403-267):
 - (f) Paparimu Conservation Area (as shown on deed plan OTS-403-272):
 - (g) Pūkoro / Miranda Scenic Reserve (as shown on deed plan OTS-403-271):
 - (h) Pūkoro / Miranda Scientific Reserve (as shown on deed plan OTS-403-277):
 - (i) Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OTS-403-273):
 - (j) Ruapotaka Reserve (as shown on deed plan OTS-403-270):
 - (k) Te Matuku Bay Scenic Reserve (as shown on deed plan OTS-403-266):
 - (l) Te Morehu Scenic Reserve (as shown on deed plan OTS-403-263):
 - (m) Vining Scenic Reserve (as shown on deed plan OTS-403-274); and
- 5.27.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.27.3 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
- 5.27.4 enable the governance entity, and any member of Ngāti Paoa, to cite the statutory acknowledgement as evidence of the association of Ngāti Paoa with an area.
- 5.28 The statements of association are in part 2 of the documents schedule.

PROTOCOLS

- 5.29 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:

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5.29.1 the primary industries protocol:

5.29.2 the taonga tūturu protocol.

5.30 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

FORM AND EFFECT OF PROTOCOLS

5.31 Each protocol will be –

5.31.1 in the form in part 4 of the documents schedule; and

5.31.2 issued under, and subject to, the terms provided by sections 100 to 105 of the draft settlement bill.

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

CONSERVATION RELATIONSHIP AGREEMENT

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

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

5.35 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.

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

RUAMAAHUA

5.37 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 tītī season. The Crown acknowledges the significance of Ruamaahua to Ngāti Paoa. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Paoa.

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PROMOTION OF RELATIONSHIPS

Local authorities

5.38 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 6 of the documents schedule, to the Mayor of each local authority listed in clause 5.40.

5.39 The purpose of a letter of facilitation is to –

5.39.1 raise the profile of Ngāti Paoa with each local authority receiving it; and

5.39.2 advise the local authority of matters of particular importance to Ngāti Paoa relevant to that local authority.

5.40 The local authorities referred to in clause 5.38 are:

5.40.1 Auckland Council:

5.40.2 Hauraki District Council:

5.40.3 Matamata-Piako District Council:

5.40.4 Thames-Coromandel District Council:

5.40.5 Waikato District Council:

5.40.6 Waikato Regional Council.

State sector organisation(s)

5.41 By not later than six months after the settlement date, the Chief Executive of the Office for Māori Crown Relations – Te Arawhiti will write a letter (**letter of introduction**), in the form set out in part 7 of the documents schedule, to the Chief Executive of each state sector organisation listed in clause 5.43, introducing Ngāti Paoa and the governance entity.

5.42 The purpose of a letter of introduction is to –

5.42.1 raise the profile of Ngāti Paoa with each Crown agency receiving it; and

5.42.2 provide a platform for better engagement between Ngāti Paoa and each Crown agency.

5.43 The Crown agencies referred to in clause 5.41 are:

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- 5.43.1 Auckland District Health Board:
- 5.43.2 Counties Manukau District Health Board:
- 5.43.3 Department of Corrections:
- 5.43.4 Heritage New Zealand Pouhere Taonga:
- 5.43.5 Land Information New Zealand:
- 5.43.6 Ministry for Women:
- 5.43.7 Ministry of Business, Innovation and Employment:
- 5.43.8 Ministry of Education:
- 5.43.9 Ministry of Social Development:
- 5.43.10 New Zealand Police:
- 5.43.11 New Zealand Transport Agency:
- 5.43.12 Statistics New Zealand:
- 5.43.13 Waikato District Health Board:
- 5.43.14 Waitemata District Health Board.

STATEMENTS OF ASSOCIATION

- 5.44 The Crown acknowledges that Ngāti Paoa have associations with, and assert certain spiritual, cultural, historical and traditional values in relation to the following –
 - 5.44.1 Area north of Takatū Point (Tāwharanui Peninsula) to Te Ārai o Tāhuhu:
 - 5.44.2 Hauraki Gulf / Tīkapa Moana:
 - 5.44.3 Kōpuatai Wetland Area:
 - 5.44.4 Maungarei / Mount Wellington:
 - 5.44.5 Maungauika:
 - 5.44.6 Maungawhau / Mount Eden:
 - 5.44.7 Moehau maunga:

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5.44.8 Motuihe Island / Te Motu-a-Ihenga:

5.44.9 Motutapu Island:

5.44.10 Ōtāhuhu / Mount Richmond:

5.44.11 Rangitoto Island:

5.44.12 Takarunga / Mount Victoria:

5.44.13 Te Aroha maunga.

5.45 The statements by Ngāti Paoa of their associations and values in relation to the areas referred to in clause 5.44 are set out in part 3 of the documents schedule.

5.46 The parties acknowledge that the acknowledgement in clause 5.44, and the statements referred to in clause 5.45 are not intended to give rise to any rights or obligations.

CROWN PROTECTED AREA NAMES

5.47 The settlement legislation will, from the settlement date, on the terms provided by section 106 of the draft settlement bill, alter the name of the following Crown protected area set out in the first column to the name set out in the second column:

Existing Crown protected area name	Altered Crown protected area name
Te Haupa (Saddle) Island Scenic Reserve	Te Haupa Island Scenic Reserve
Miranda Taramaire Government Purpose Reserve Wildlife Management Area	Pūkorokoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area
Miranda Scenic Reserve	Pūkorokoro / Miranda Scenic Reserve
Miranda Scientific Reserve	Pūkorokoro / Miranda Scientific Reserve

5.48 The settlement legislation will, from the settlement date, on the terms provided by section 102 of the draft settlement bill, alter the name of that part of the Crown protected area named Tiritiri Matangi Island Scientific Reserve that is the cultural redress property Papakura Pā to the name Papakura Pā Scientific Reserve.

PLACEMENT OF POU WHENUA

5.49 The settlement legislation will, on the terms provided by section 65 of the draft settlement bill, provide that –

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- 5.49.1 the Minister of Conservation has granted approval to fix or place on the following areas permanent pou whenua that reflect Ngāti Paoa associations with those areas (**activity**) on –
- (a) Te Haupa Island Scenic Reserve; and
 - (b) Papakura Pā Scientific Reserve; and
- 5.49.2 the Director-General may grant approval to the activity only if the Director-General is satisfied –
- (a) with the size and location of the pou whenua; and
 - (b) that the activity will comply with the Resource Management Act 1991; and
 - (c) that the activity will comply with any other relevant enactment; and
- 5.49.3 the governance entity will –
- (a) comply with building and planning regulations and all other relevant enactments; and
 - (b) be responsible, at its cost, for the construction, consents and ongoing maintenance associated with the activity; and
- 5.49.4 for the purposes of the Reserves Act 1977, if the governance entity carries out the activity in accordance with clauses 5.49.1 to 5.49.3, it be treated as having carried out the activity with the approvals or consents required under that Act.

CULTURAL REDRESS PAYMENT

- 5.50 The Crown must pay the governance entity on the settlement date –
- 5.50.1 \$1,000,000 and the governance entity may, at its discretion, apply all or some of that amount towards cultural revitalisation and a property of cultural significance; and
- 5.50.2 if clause 5.4 applies, \$352,000, in relation to the Kaiaua School property.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.51 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.

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- 5.52 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.18 to 5.20 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 \$4,242,833, being the financial and commercial redress amount of \$23,500,000 less –
- 6.1.1 \$1,000,000 (**Railways payment**), being the payment made on 15 July 1996 to the trustees of the Ngāti Paoa Whanau Trust; 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 \$302,167, being the agreed portion of the agreed transfer value of the property referred to in clause 7.5 on account of the settlement; and
 - 6.1.5 \$15,625,000 (**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 Paoa on account of the settlement; and
 - 6.1.6 \$500,000 (**cash on-account payment**), being the on-account payment that was paid on 18 August 2014 to the governance entity on account of the settlement.
- 6.1A In relation to clause 6.1.3, the parties record that the Ngāti Paoa Iwi Trust has raised its desire to commence discussions with the Crown and the Marutūāhu Iwi about the operation of the Marutūāhu collective commercial redress governance arrangements. The Crown notes that this recording note is without prejudice to the Crown progressing completion of Marutūāhu Iwi Collective Redress Deed and related legislation, noting that at the date of signing this Deed the Marutūāhu Iwi Collective Redress Deed has not been initialled by or on behalf of Ngāti Paoa.

RAILWAYS PAYMENT

- 6.2 Ngāti Paoa and the Crown acknowledge the Railways payment redress was taken into account, and treated as an on-account payment, for the purposes of determining the redress under this deed.

EARLY RELEASE COMMERCIAL PROPERTIES

- 6.3 The parties acknowledge that on 7 December 2015 the Crown transferred to the governance entity, on the terms and conditions agreed to by the parties in a counter-signed letter dated 5 August 2015 and in a subsequent agreement for sale and

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purchase, the early release commercial properties listed in part 8 of the property redress schedule.

COMMERCIAL PROPERTIES

- 6.4 The governance entity may, during the period from the date of this deed to 60 business days before the settlement date by giving the Crown written notice, elect to purchase a commercial property.
- 6.5 Each commercial property that the governance entity elects to purchase in accordance with clause 6.4 is to be –
- 6.5.1 sold by the Crown to the governance entity on the settlement date and on the terms of transfer in part 7 of the property redress schedule; and
 - 6.5.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.6 In relation to each commercial property that the governance entity elects to purchase in accordance with clause 6.4, the Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of that commercial property at its transfer value plus GST if any, on the terms in part 7 of the property redress schedule and under which on the settlement date –
- 6.6.1 the Crown must transfer the property to the governance entity; and
 - 6.6.2 the governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by –
 - (a) the SCP system, as defined in Guideline 7 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (July 2020); or
 - (b) another payment method agreed by the parties.
- 6.7 The transfer of each purchased commercial property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

POTENTIAL DEFERRED SELECTION PROPERTIES – SECOND RIGHT TO SELECT TO PURCHASE

- 6.8 The governance entity has a second right to select, in accordance with the selection criteria set out in part 5 of the property redress schedule, properties to be available as deferred selection properties from those potential deferred selection properties listed in part 4 of the property redress schedule that are also listed in the pre-selection notice, being a notice from the Crown listing each potential deferred selection property that is available for selection –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.8.1 after the expiry of the two-year period during which the Marutūāhu collective governance entity may exercise its first right to select the properties under the Marutūāhu Iwi Collective Redress Deed; or
- 6.8.2 at any earlier date agreed by the Marutūāhu collective and the Crown.
- 6.9 Subject to clause 6.8, the second right is for the period of 60 business days starting on the date the Crown gives the governance entity the pre-selection notice.
- 6.10 Subject to clause 6.8, each potential deferred selection property that has been validly selected becomes a deferred selection property that –
 - 6.10.1 may be purchased by the governance entity on, and subject to, the terms and conditions in part 7 of the property redress schedule; and
 - 6.10.2 is to be leased back to the Crown immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 8 of the documents schedule (being a registrable ground lease of the property, ownership of the improvements remaining unaffected by the purchase) and its transfer is subject to the provision to the Crown of the Crown leaseback.
- 6.11 Parts 5 and 6 of the property redress schedule, amongst other things –
 - 6.11.1 set out the criteria applying to the selection by the governance entity of the potential deferred selection properties to be available as deferred selection properties; and
 - 6.11.2 provide that a potential deferred selection property that has been validly selected becomes a deferred selection property that may be purchased by the governance entity; and
 - 6.11.3 provide a process where a deferred selection property is valued and may be purchased by the governance entity.
- 6.12 In the event that a potential deferred selection property becomes surplus to the land holding agency's requirements, the Crown may, at any time before the governance entity has given a selection notice in respect of the property that is valid in accordance with paragraph 5.3 of the property redress schedule, give notice to the governance entity that the second right to select the property to be available as a deferred selection property under clause 6.8 no longer applies to the property.
- 6.13 The second right to select a potential deferred selection property under clause 6.8 no longer applies in respect of the potential deferred selection property on the date of receipt of the notice by the governance entity under clause 6.12.
- 6.14 The Minister for Treaty of Waitangi Negotiations must, as soon as reasonably practicable after an election notice electing to purchase has been given under

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

paragraph 6.3 of the property redress schedule in respect of a deferred selection property, give notice to the relevant persons under Section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 in respect of the property that it ceases to be RFR land for the purposes of that Act.

- 6.15 The parties acknowledge that if a deferred selection property is not purchased under this deed, redress will be given in relation to that property under –

6.15.1 part 7 (Right to Purchase Former Deferred Selection Properties in Comprehensive Settlements) of the Tāmaki Makaurau Collective Redress Deed; or

6.15.2 if the redress under part 7 is not exercised, under subpart 1 (RFR land) of part 4 (Commercial redress) of Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

- 6.16 For the avoidance of doubt, a potential deferred selection property is not a former deferred selection property for the purposes of part 7 of the Tāmaki Makaurau Collective Redress Deed until it has been validly selected as a deferred selection property.

SETTLEMENT LEGISLATION

- 6.17 The settlement legislation will, on the terms provided by sections 107 to 113 of the draft settlement bill, enable the transfer of the commercial properties and the deferred selection properties.

POINT ENGLAND DEVELOPMENT ENABLING ACT 2017

- 6.18 The parties record that the redress in clauses 5.1.1, 5.1.4 and 6.8 to 6.16 replaces redress offered earlier in respect of Point England and that the settlement legislation will, on the terms provided by section 149 of the draft settlement bill, repeal the Point England Development Enabling Act 2017.

APPLICATION OF CROWN MINERALS ACT 1991

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

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

- (a) any early release commercial property transferred to the governance entity and owned by the governance entity on the settlement date; or
- (b) any purchased commercial property or purchased deferred selection property transferred to the governance entity under this deed; or

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

(c) the Pouarua Farm property,

transfer with, and form part of, that property; but

6.19.2 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.

6.20 Sections 120 to 129 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 6.19 applies.

6.21 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 Paoa –

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

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

7.1.3 is one of the 12 Iwi of Hauraki; and

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

7.1.5 is one of the iwi of the Marutūāhu Iwi; and

7.1.6 has an opportunity to be a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU 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 maunga¹ and motu² of the inner Hauraki Gulf / Tīkapa Moana:
- (b) governance arrangements relating to four motu³ 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

¹ Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhūiarangi / 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.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

- (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 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 MAKĀURAU 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 each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) ceases to be RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for the purposes of that Act. To avoid doubt, this clause will not apply to the Kaiaua School property if clause 5.4 applies.

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

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

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 the Coromandel Peninsula, motu⁴ and wetlands⁵:
- 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 Pare 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 178 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:

⁴ Including Motutapere Island, Cuvier Island (Repanga), Mercury Islands, Rabbit Island and the Aldermen Islands (Ruamaahua).

⁵ Including Kopuatai, Torehape and Taramaire wetlands.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

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:

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 Kāinga Ora—Homes and Communities, and the Cuvier lighthouse, for a period of 178 years from the date the right becomes operative:

7.4.16 additional rights of refusal over land in Tauranga (for a period of 178 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 Property

7.5 The parties acknowledge that it is intended that Feisst Road/Bell Road, Maramarua must be transferred by the Pare Hauraki collective commercial entity to the governance entity, jointly with the trustees of the Ngāti Maru Rūnanga Trust, the Ngāti Tamaterā Treaty Settlement Trust and the Ngaati Whanaunga Ruunanga Trust, as an early release commercial redress property, as referred to in the Pare Hauraki Collective Redress Deed.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

Kāinga Ora–Homes and Communities right of first refusal

- 7.6 The parties acknowledge that the governance entity 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	Kāinga Ora – Homes and Communities	
Property ID	Address	Legal Description
TUS0007424	Thames	0.0278 hectares, more or less, being Lot 1 DPS 85641. All record of title SA67D/522 for the fee simple estate
TUS0007425	Thames	0.0328 hectares, more or less, being Lot 2 DPS 85641. All record of title SA67D/523 for the fee simple estate
TUS0007365	Thames	0.0275 hectares, more or less, being Lot 1 DPS 86179. All record of title SA67D/863 for the fee simple estate
TUS0007366	Thames	0.0331 hectares, more or less, being Lot 2 DPS 86179. All record of title SA67D/864 for the fee simple estate

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):

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- (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 (part Motutapu Island Recreation Reserve), Fort Takapuna area (including Fort Takapuna Historic Reserve), 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:

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- (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 HARBOURS

- 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 Paoa.
- 8.2 Ngāti Paoa 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 Paoa.
- 8.3 Ngāti Paoa 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 Paoa 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 Paoa 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; and
 - 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 Paoa 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 Paoa 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 Paoa in the natural resource management of Tīkapa

DEED OF SETTLEMENT

8: HARBOURS

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 – Te Tai Tamahine / Te Tai Tamawahine.
- 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 Paoa 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 Paoa 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 Paoa and the Crown.
- 9.5 Ngāti Paoa 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 6.2, 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

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 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; and
 - (b) the property referred to 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; and
 - (d) the early release commercial properties referred to in clause 6.3,
- are taken into account in any future settlement of the historical claims.

DISSOLUTION OF WAIHEKE STATION TRUST

- 9.12 The settlement legislation will, on the terms provided by sections 131 to 148 of the draft settlement bill –
- 9.12.1 dissolve the Waiheke Station Trust; and

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 9.12.2 vest the assets and liabilities of the Waiheke Station Trust in the governance entity.

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 Paoa, 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

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(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 Paoa or a representative entity, including the following claims:

- (a) Wai 10 – Waiheke Island claim:
- (b) Wai 72 – Ngāti Paoa Lands and Fisheries claim:
- (c) Wai 321 – Treaty of Waitangi Fisheries Commission claim:
- (d) Wai 365 – Matakana Island (No.3) claim:
- (e) Wai 369 – Waiheke Island Land claim:
- (f) Wai 392 – Te Rūnanga O Ngāti Paoa claim:
- (g) Wai 563 – Kaiaua School Lands claim:
- (h) Wai 810 – Waiheke Island Domain and Te Huruhi Lands claim:
- (i) Wai 826 – Te Kawakawa Block (Clevedon) claim:
- (j) Wai 1702 – Ngāti Paoa and Te Urikaraka (Andrews) 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 Paoa or a representative entity, including the following claims:

- (a) Wai 96 – East Wairoa Raupatu claim:
- (b) Wai 100 – Hauraki Māori Trust Board claim:
- (c) Wai 345 – Fairburn Block claim:
- (d) Wai 364 – Tāmaki-Hauraki (Tooke) claim:
- (e) Wai 373 – Maramarua State Forest claim:
- (f) Wai 374 – Auckland Central Railways Land claim:
- (g) Wai 394 – Central Auckland Railway Lands claim:
- (h) Wai 454 – Marutūāhu Tribal Region claim:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (i) Wai 475 – Whangapoua Forest claim:
- (j) Wai 496 – Tamaki Girls College and Other Lands within Tāmaki Makaurau claim:
- (k) Wai 650 – Athenree Forest and Surrounding Lands claim:
- (l) Wai 693 – Matamataharakeke Blocks claim:
- (m) Wai 704 – Whangamata 4D4B2A block and other blocks claim:
- (n) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim:
- (o) Wai 808 – Hoe O Tainui Ki Mahurangi Land claim:
- (p) Wai 811 – Coromandel Township and Other Lands (Te Patukirikiri) claim:
- (q) Wai 812 – Marutūāhu Land and Taonga claim:
- (r) Wai 887 – Ngawaka Tautari Lands (Auckland Kaipara) claim:
- (s) Wai 968 – Korohere Ngapo Harataunga Lands claim:
- (t) Wai 1492 – Tikirahi Marae Trust claim:
- (u) Wai 1530 – Descendants of Hurikino Hetaraka and Mihi Herewini claim:
- (v) Wai 1696 – Tararu Land (Nicholls) claim:
- (w) Wai 1807 – Descendants of Tipa claim:
- (x) Wai 1825 – Descendants of Hetaraka Takapuna claim:
- (y) Wai 1891 – Ngaromaki Block Trust Mining claim:
- (z) Wai 1897 – Boyd Turongo Dixon claim:
- (aa) Wai 2039 – Ngāti Amaru and Ngāti Pou Lands claim:
- (bb) Wai 2169 – Descendants of Hetaraka Takapuna claim:
- (cc) Wai 2298 – W T Nicholls Estate Lands and Resources (Tukerangi) claim.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

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

10.3.1 a claim that a member of Ngāti Paoa, 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.

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

NGĀTI PAOA

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

10.5.1 the collective group composed of individuals who descend from a Ngāti Paoa 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 Paoa O Wharekaho:

(b) Ati Taheke:

(c) Ngāti Horowhenua:

(d) Matekiwaho:

(e) Ngai Tauaiwi:

(f) Ngāti Huia:

(g) Ngāti Hura:

(h) Ngāti Huruhuru:

(i) Ngāti Kaiwhakapae:

(j) Ngāti Kapu:

(k) Ngāti Kauahi:

(l) Ngāti Koura:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (m) Ngāti Kupenga:
- (n) Ngāti Mahia:
- (o) Ngāti Manawa:
- (p) Ngāti Manu Aute:
- (q) Ngāti Ngāmuri:
- (r) Ngāti Omakau:
- (s) Ngāti Parengaherehere/Pare:
- (t) Ngāti Paretipa:
- (u) Ngāti Piri:
- (v) Ngāti Pōkai:
- (w) Ngāti Putoa:
- (x) Ngāti Raukura:
- (y) Ngāti Rauhea/Rauwhea:
- (z) Ngāti Rerekau:
- (aa) Ngāti Ringatahi:
- (bb) Ngāti Rurangi:
- (cc) Ngāti Te Aho:
- (dd) Ngāti Te Awa:
- (ee) Ngāti Te Hiko:
- (ff) Ngāti Te Umu:
- (gg) Ngāti Taharoku:
- (hh) Ngāti Tahuna:
- (ii) Ngāti Tarao:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (jj) Ngāti Taukiri:
- (kk) Ngāti Taurua:
- (ll) Ngāti Tipa:
- (mm) Ngāti Tuahuru:
- (nn) Ngāti Tuwhanga:
- (oo) Ngāti Waitarata:
- (pp) Ngāti Whata:
- (qq) Te Aho Mate ki Tātahi:
- (rr) Te Hingawaka:
- (ss) Te Huruhuru:
- (tt) Te Iwitanupo:
- (uu) Te Korohura:
- (vv) Te Kupenga:
- (ww) Te Mate Tokorua:
- (xx) Te Rapupō:
- (yy) Te Taharoku:
- (zz) Te Uri Karaka:
- (aaa) Te Uri a Haupa:
- (bbb) Tahakoko:
- (ccc) Upokotoia;
- (ddd) Waihinu; and

10.5.3 every individual referred to in clause 10.5.1.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

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 Paoa tikanga (Māori customary values and practices of Ngāti Paoa); and

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

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

(i) Paoa; 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 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

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

MANDATED NEGOTIATORS

10.7 In this deed, **mandated negotiators** means the following individuals who were elected as mandated negotiators by hui-ā-iwi in Kaiaua on 30 April 2011 and initialled the initialling version of this deed on 18 August 2017:

10.7.1 Anthony Dean Morehu Wilson:

10.7.2 Hauāuru Eugene Raymond Rawiri.

10.8 The mandated negotiators are subsequently authorised to sign this deed on behalf of Ngāti Paoa and for that reason are referred to as “mandated signatories” on the signing page of this deed.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

ADDITIONAL DEFINITIONS

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

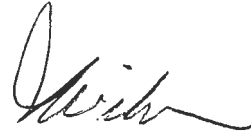
INTERPRETATION

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

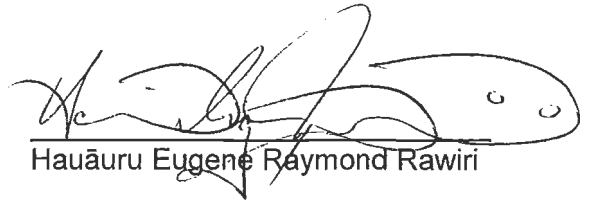
DEED OF SETTLEMENT

SIGNED as a deed on 20 March 2021

SIGNED for and on behalf of
NGĀTI PAOA by the mandated signatories
in the presence of –

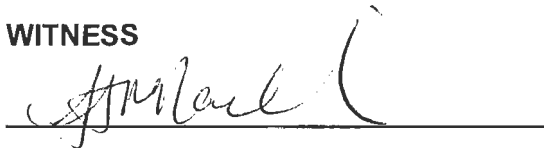


Anthony Dean Morehu Wilson



Hauāuru Eugene Raymond Rawiri

WITNESS



Name: Leigh Therese McNicholl

Occupation: Public Servant

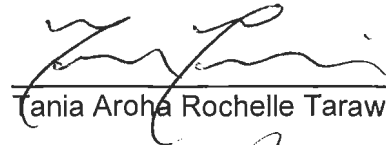
Address: 19 Aitken Street, Wellington.

DEED OF SETTLEMENT

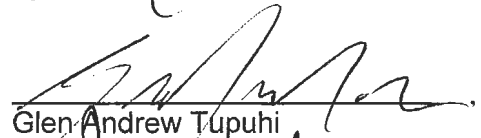
SIGNED by the **TRUSTEES OF THE
NGĀTI PAOA IWI TRUST**
as the governance entity
in the presence of –



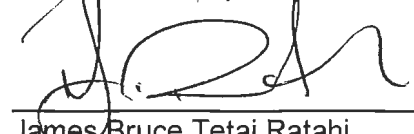
Mihingarangi Forbes



Tania Aroha Rochelle Tarawa



Glen Andrew Tupuhi



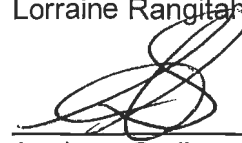
James Bruce Tetahi Ratahi



Herearoha Francis Skipper



Lorraine Rangitahi Pompey



Anahera Sadler

WITNESS



Name: Leigh Therese McNichol

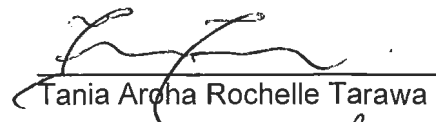
Occupation: Public Servant

Address: 19 Aitken Street, Wellington

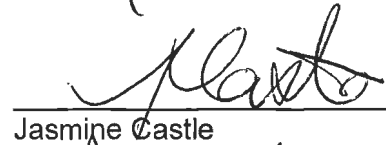
DEED OF SETTLEMENT

SIGNED by the **INITIAL TRUSTEES OF THE
NGĀTI PAOA IWI TRUST** in support of the
current trustees –

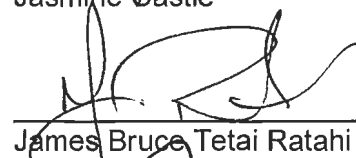
Gwen Te Pania-Palmer



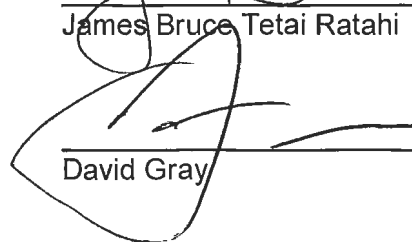
Tania Archa Rochelle Tarawa



Jasmine Castle



James Bruce Tetai Ratahi



David Gray

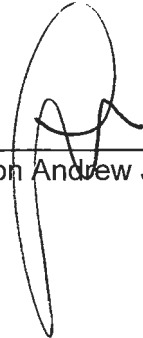
Gary Tukawekai Paewitana
Thompson

Bryce Herron

DEED OF SETTLEMENT

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

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



Hon Andrew James Little

WITNESS



Name: *Nanaia Mahuta*

Occupation: *MP*

Address: *Parliament Buildings
Wellington*

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



Hon Grant Murray Robertson

WITNESS



Name:

Jelt de Jong

Occupation:

Public Servant

Address:

*Parliament Buildings,
Wellington*

DEED OF SETTLEMENT

Members of Ngāti Paoa and other witnesses who support the settlement:

Te Jara Raimi
Amy Thompson
N Thompson
Lifeka Pōh. Kōtara (Pān.)
Skarere Kauri Jelle
Rebecca Derby Dudley
John W. L. L. K.
Kohumangu Rawiri R.
[Signature]

Makere M. Waata
Hino Waata Smith.

Jack Teanete
Harley Wade
Le Whakatutuki Wade
Brenda A. Hamsaga.
APRIANE Eke Castle

[Signature]
Kangimarie

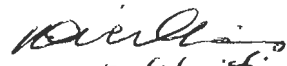
Wheturanga Derby Thompson
Taipurutu Dudley

Dayna Tupuhi

Seattle Tupuhi⁹²
Kangimarie Eketow

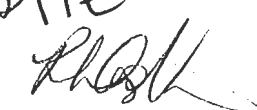
DEED OF SETTLEMENT

Members of Ngāti Paoa and other witnesses who support the settlement:

Maxwell (Max) Ewitt Williams 
Kapa and Tamarere Whare - Waiti and Wharekauri
Marae.

Mereana Kapa Williams Waiti Marae Wharekauri
Marae

Kaiah Moana Atea Castle

Rawiri Huitorae Castle 
Lilly Grace

Mason Mark Tamatua ^{Mania} Castle NW

Robert Paoa Tupuhi

Tamati Paoa Anaru.

Yvonne Kahu Thompson

Mihē Bemyman

MARLENE PUAU

B. L. BRET RHIND

Kinga

Maia Rhind-Sutherland.

Karene Rhind 

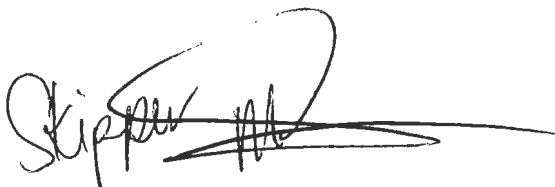
Janie Hindra Aote

Rachon Karepa

Makawati Putana.

Courtney B

Malinauangi


Skipper

Arahua


Rev R.H.M.D.

DEED OF SETTLEMENT

Members of Ngāti Paoa and other witnesses who support the settlement:

James Clackie Teomahi Rokomai Paremā
Noa George Fredrick Clark RARU.
Drina Paratere

Eugene Collinge

Taerou Whānaua

Ninnie Wilson

M. W. Harris

J. James Reini

Kirikowhai Castle

Benjamin Tanana

John Dinn

Heratukaiti Paul A. Viki

Lincoln Rawiri

P. Rawiri; Walsh

Warren Rawiri Walsh

Paengarau Rawiri 8/6/88

Mahaka Rawiri 9/12/86

Paemona Motene

DEED OF SETTLEMENT

Members of Ngāti Paoa and other witnesses who support the settlement:

Y.R. Tehookioi

Waimirirangi

Tui Macdonald

~~John~~

Ally Nara

L. D. Rader.

L. A. Man

K. ~~Man~~

~~Man~~

Te Heira Ruffell

~~Man~~

~~Man~~

Quil

Matilda (Migoy) Thompson

L. A. Lawrence Cahill

Damon Kaiti Takahi

Shree Phe

Ocean Brass-curtis

Rory Moon

Billie-Lene Fox Hauvaki Rorui

Waitara Jeriaki

L. G. I. A. Sommers

ALEXUS OWENS

JACI RAYMOND

HD

~~Man~~

~~Man~~ Ka Wariki Graham

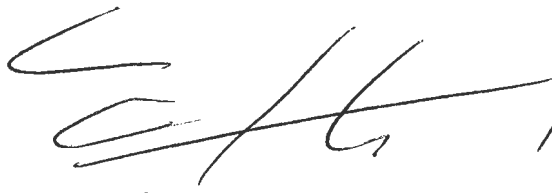
Lucy Anne Tukua

Krighton Tarawa

Soy R. H. I. I.
W. A. Adams Brown

DEED OF SETTLEMENT

Members of Ngāti Paoa and other witnesses who support the settlement:

 Hayela Selbinan.

Lydia Thompson.

 Arnold Guran

KORIA

BLAIR ANDERSON



CASIE

RAWIRI



Karen Andrews



CINTI WOKA

Mira Tawaka.

Josephine Here Tawaka

Wariki Wairi



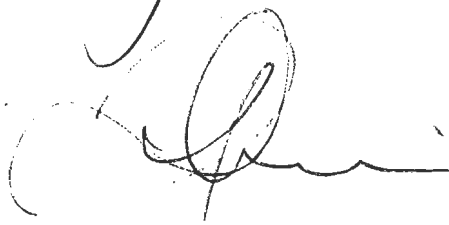
Jordan Andrews

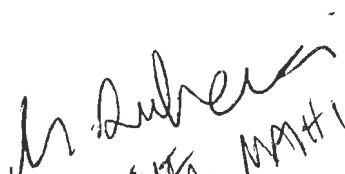
Mary Jacobs

Wera Jacobs Ngaruho.

Henare Ngaruho

Phoenix Ngaruho




M. Dubey
MANAHI-PIHENA

u

Uri o Heterakg
Takapuna

Mook Hohnecks
Kia Kaha
Ngata Manuhiri

Vern Rozieau
Mihi Aroha Kiah
Koutou Ngati Pua
Ngati Manuhiri

Teol Tuora Ngataki
Ngata Tamaoho Ngati Aroha.

Anita-Lee Whit -
Whit -

Ngawari Teriaki &

Thomas Ervera Ngata Wharawhara

Johnsen Reha Watene

My Otaoka Peeke
Ke Hamilton
Shylin Hamilton
Te Ahu Hamilton
Kim Hamilton
Angela Judge

✓ Their
Babies
Mama Te Kara

CASIE

RAWIA

Koro Ngapo
Ngati Putoa
Apanui Skipper

TE WEN ANDERSON
TE MARIKAI

Josephine

~~RAWIA~~

IN

~~RAWIA~~

N. Rangitakea

Edison

Brown TB

Hera Jarave

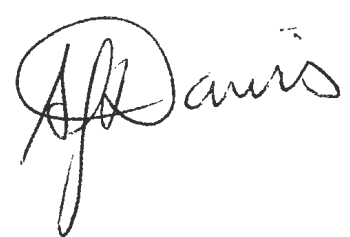
Te Awhiwhi Chah Royal (Ngati Wharua)
Whatarangi Rawiri (Ngati Tamatera)

Tau. W
Savgh. W
Jordano. W
Roslyn. W
Jemole. W
MCA Raw. W

7

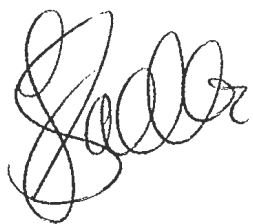
~~RAWIA~~

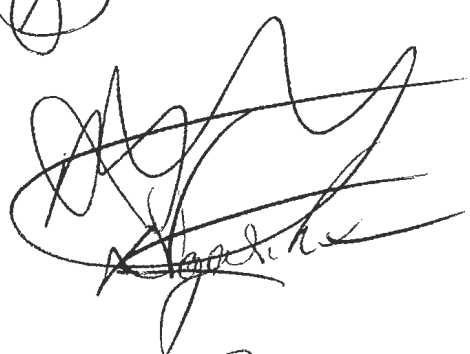
 Kirikowhai Andrews

 Huhana Davis

 Karen
Alexus Owens
Lynette Sommers
Andrews
Harrison.
Jae Raymonds,
JACKSON
PREVA

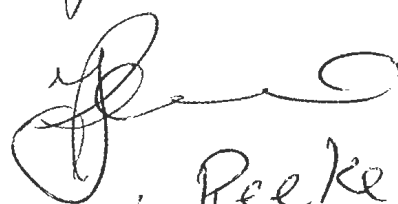
 Jackson

 Te Maia Sadler.

 Maria Derby

Duane Ngaruke

Tangiwai Phana.

 Taki Peeke (Ngati Horowhenua)
Pala.
Tia Pala.

Murdoch Ngake
ANGELA TARAKA



Afele Paea