

NGAATI RUANUI
and
HER MAJESTY THE QUEEN
in right of New Zealand

**DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF NGAATI RUANUI**

12 MAY 2001

APA MOW

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DEED OF SETTLEMENT

THIS DEED is made on 12 May 2001

BETWEEN

NGAATI RUANUI

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

KARAKIA O WHAKAREWATAUA

Teenei ka noho i roto te whare nui
I roto o Kai-kaapoo
Te Whare o Raakei-matua
Tomo kau a Rua-iri
A Ue-Whatarau ki roto o
Whakatakune riri ai.
Ka pakaru Tapotu-o-te-rangi
Ka waiho he take unuhanga moo ngaa iwi
Haere atu Rua-iri ki runga o Wai-rarapa
Tuutohungia iho kauaka te Tini-o-Ue-Whatarau
E whai ake i a ia.
Maa Tini-o-Rangi-hawe ia e whai ake
Kaahore i whakarongo
Huna iho ana ki te umu-pakaora naa Rua-iri
Ka mate Tini-o-Ue-Whatarau e i.
Hua i huna ai
E ngaro te Tangata
E kore e ngaro I tooku Kuia
I a Rongorongonui-a-Paahiwa
I tohia ai taaku ingoa nei
Koia Ruanui-a-Pookiwa
E toe nei ki te Ao.

Na Whakarewataua

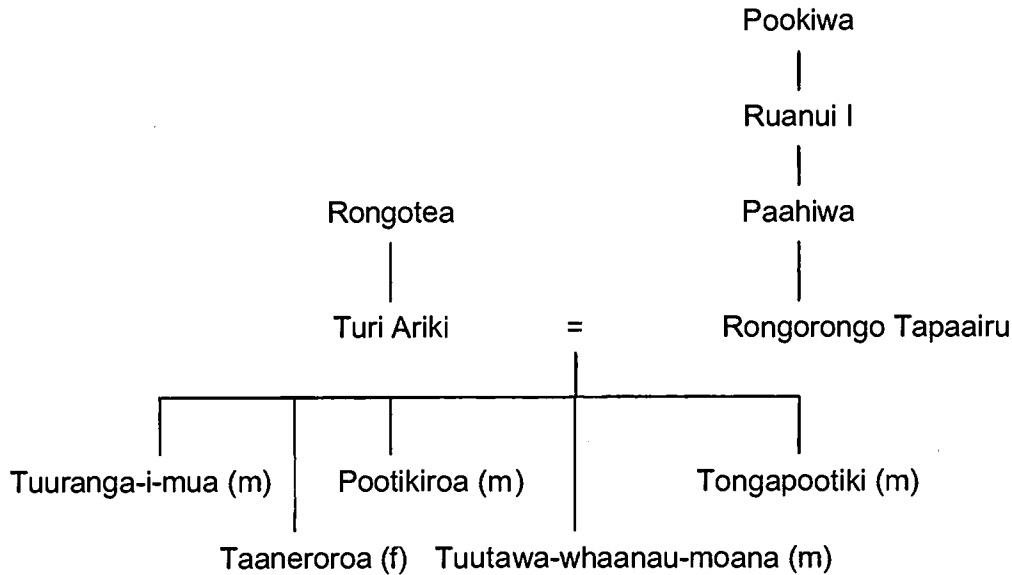
Let us in imagination dwell
Within the great house of Kai-kaapoo
That to Raakei-matua belonged.
There entered within unbecoming men
Both Rua-iri and Ue-Whatarau
Causing strife and anger to arise.
When Tapotu-o-te-rangi, famed calabash was smashed
This undying hatred caused
And the withdrawing of the people from their common home
For far Wairarapa, Rua-iri proposed to depart
Leaving command to Tini-o-Ue-Whatarau not to follow;
But rather, if they so willed, might Tini-o-Rangi-hawe come.
They listened not, and thus
Were Tini-o-Ue-Whatarau within
The long ovens of Rua-iri baked.
'Twas thought that this killing of men
Would destroy the tribes
But never will the offspring of my great ancestress
Of Rongorongonui-a-Paahiwa
From whence I take my name
Of Ruanui-a-Pookiwa
Be lost to this world of light.

By Whakarewataua

NGAA WHAKAMAARAMA

E ai ki ngaa tikanga tuku iho a Ngaati Ruanui, i heke mai i ngaa maatua tuupuna, e whakapono ana a Ngaati Ruanui ki ngaa koorero e whai ake nei:

- e kitea ana i roto i te rohe o Ngaati Ruanui te pukahu o ngaa whaanau ko raatou te tumu o ngaa hapuu o Ngaati Ruanui, Tangaahoe, Pakakohi me Ngaati Hine;
- i mua i te taenga mai o te Paakehaa he mana motuhake too ngaa hapuu nei ki te whakahaere i aa raatou ake take, oo raatou ake ohanga, aa, i ngaa waa e hiahiatia ana, i hono raatou i raro i te maru o too raatou tuupuna, te tuupuna e kawe nei raatou i toona iingoa, araa, ko Ruanui;
- i roto i ngaa taahuhu koorero a te iwi e paa ana ki a Aotea waka ka kitea he tokorua ngaa tuupuna nei i tapaina ko "Ruanui" te iingoa;
- ko te mea tuatahi, ko Ruanui-a-Pookiwa (Ruanui I) ko ia nei te tupuna o Rongorongo Tapaairu, te wahine a Turi Ariki, Kaihautuu o Aotea waka:



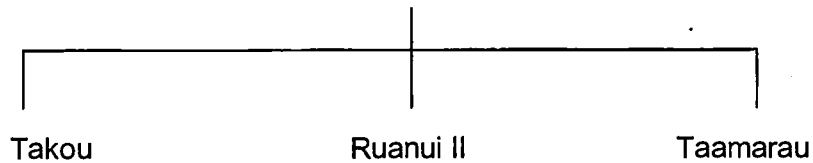
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NGAA WHAKAMAARAMA

- ko te mea tuarua, ko te tupuna e tino moohiotia whaanuitia ana, araa, ko Ruanui-a-Taaneroroa (Ruanui II). He tamaiti ia maa Taaneroroa e whakaatuhia ana i raro iho nei, araa, maa te tamaahine a Turi raaua ko Rongorongo. I moe te wahine nei i a Uhenga Puanake;

Uhenga Puanake = Taaneroroa (w)

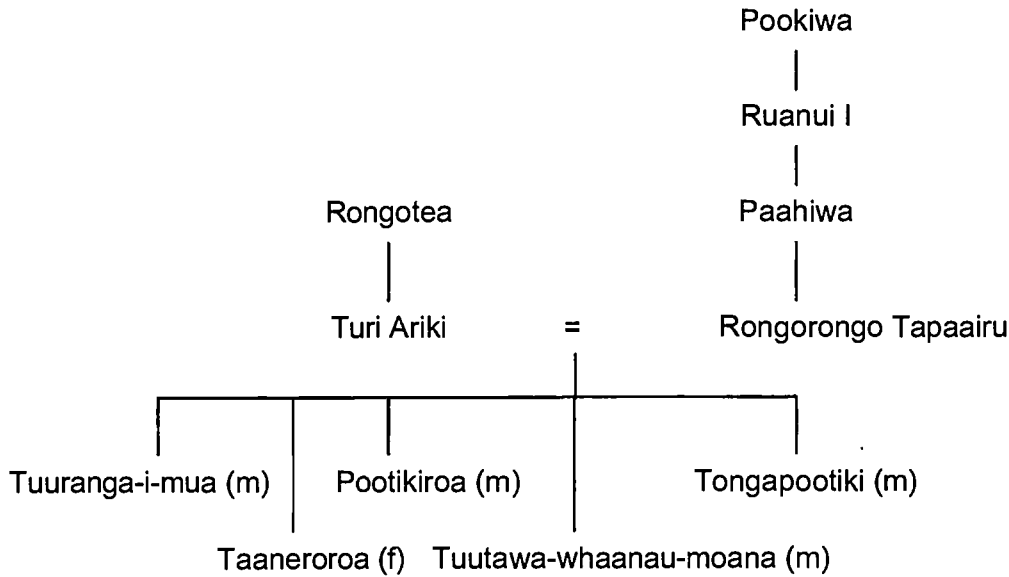


- Mai te moenga o Uhenga Puanake ki Taaneroroa Ka puta Ngaati Ruanui;
- Teeraa teeteahi whakataukii, ko "Mai i Kaupokonui, tae atu ki Meremere, tooku mana". E waitohu ana teenei i ngaa paenga o Ngaati Ruanui. Naa Turi Ariki teenei i tauaakii, i te taunga mai o te iwi o Aotea ki roto o Taranaki; aa,
- I mua i te tau 1840, i noho a Ngaati Ruanui-a-Pookiwa ki te taha tonga o Taranaki, aa, he paanga whenua anoo oona i te rohe o Pooneke.

NGAATI RUANUI WHAKAPAPA

According to the traditions of Ngaati Ruanui passed down through the generations, Ngaati Ruanui believe:

- within the rohe of Ngaati Ruanui there can be found a multitude of family groups who form the basis of Ngaa hapu of Ngaati Ruanui, Tangaahoe, Pakakohi and Ngaati Hine;
- prior to the arrival of the European people, these hapu were self-governing economic entities who, when in time of need, combined as a unit under the unifying symbol of a common eponymous ancestor, namely Ruanui;
- within the history of the people in regard to the Aotea Waka, can be found two eponymous ancestors with the name of "Ruanui";
- the first is Ruanui-a-Pookiwa (Ruanui I), who was the grandfather of Rongorongo Taapairu, the wife of Turi Ariki, Kaihautu of the Waka Aotea;



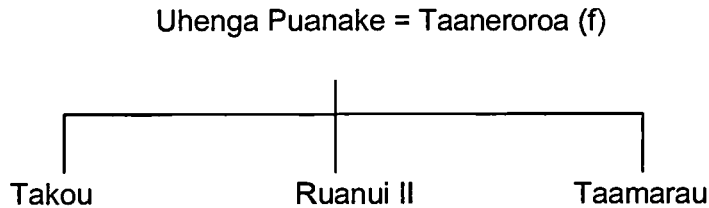
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NGAATI RUANUI WHAKAPAPA

- the second, who is the most commonly known, is Ruanui-a-Taaneroroa (Ruanui II), the son of Taaneroroa, as shown below. Taaneroroa was the daughter of Turi and Rongorongo, who married Uhenga Puanake;



- Ngaati Ruanui originated from the marriage of Uhenga Puanake and Taaneroroa;
- the Whakatauki "Mai Kaupokonui tae atu ki Meremere tooku mana", indicates the boundary of Ngaati Ruanui as first stated by Turi Ariki upon arrival of the Aotea people within Taranaki; and
- pre-1840 Ngaati Ruanui a Pookiwa resided within the South Taranaki area and also had interests within the Port Nicholson area.

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BACKGROUND TO THIS DEED

TARANAKI MAORI MAKE SUBMISSIONS TO WAITANGI TRIBUNAL

- Taranaki Maori have longstanding claims against the Crown. Those claims have been expressed through petitions and protests made by Taranaki Maori, including Ngaati Ruanui. Those petitions and protests contributed to the establishment, in the nineteenth and twentieth centuries, of various commissions of inquiry into lands confiscated from Taranaki Maori.
- Section 6 of the Treaty of Waitangi Act 1975 enabled Maori (including Ngaati Ruanui) to submit claims to the Waitangi Tribunal in respect of acts or omissions on or after the 6th of February 1840 by or on behalf of the Crown that were inconsistent with the principles of the Treaty of Waitangi.
- The Waitangi Tribunal between 1990 and 1995 investigated 21 claims concerning Taranaki made to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act 1975 (the "Taranaki Claims"). The Taranaki Claims included claims of Ngaati Ruanui. A considerable number of submissions and research reports were filed by Taranaki Maori (including Ngaati Ruanui) with the Waitangi Tribunal in relation to the claims of Taranaki Maori (including Ngaati Ruanui).

THE CROWN'S ACKNOWLEDGEMENTS TO THE WAITANGI TRIBUNAL

The Crown acknowledged to the Waitangi Tribunal, in the Crown's interim response on 28 November 1995 to the Taranaki Claims, that:

- the Waitara purchase and the wars that followed constituted an injustice and were, therefore, in breach of the principles of the Treaty of Waitangi;
- the confiscation of land, as it occurred in Taranaki, also constituted an injustice and was, therefore, in breach of the principles of the Treaty of Waitangi;
- the confiscation had a severe impact upon the welfare, economy and development of the iwi of Taranaki;
- in general terms, the delays in setting aside reserves contributed to the adverse effects of the confiscation; and
- events relating to the implementation of the confiscation leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath constituted a breach of the principles of the Treaty of Waitangi.

THE INTERIM TARANAKI REPORT OF THE WAITANGI TRIBUNAL

The Waitangi Tribunal issued in June 1996 an interim report called the "Taranaki Report Kaupapa Tuatahi" (the "Interim Taranaki Report") giving its preliminary views on the Taranaki Claims.

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BACKGROUND TO THIS DEED

The Waitangi Tribunal issued the Interim Taranaki Report:

- based on the Waitangi Tribunal's inquiry up to the date of the report (and noted, in particular, that the Crown had yet to be heard on many matters raised); and
- in order to expedite negotiations for a settlement of the Taranaki Claims.

VIEWS OF THE WAITANGI TRIBUNAL IN THE INTERIM TARANAKI REPORT

The Waitangi Tribunal, in the Interim Taranaki Report, expressed some preliminary views concerning the Taranaki Claims including that:

- "We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Maori autonomy or self-government" (*section 1.4*);
- "This report has introduced the historical claims of the Taranaki hapu. It has shown the need for a settlement ..." (*section 12.3.1*); and
- "Generous reparation policies are needed to remove the prejudice to Maori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners" (*section 12.2*).

The Waitangi Tribunal also found in the Interim Taranaki Report (*sections 12.3.11 and 12.3.12*) that:

- "Based upon their regular appearances and submissions at hearings spread over the last five years" the following groups of Taranaki Maori demonstrated that they existed at the date of the report "as distinctive and viable entities deserving separate consideration":
 - Ngati Tama;
 - Ngati Mutunga;
 - Ngati Maru;
 - Te Atiawa;
 - Taranaki;
 - Nga Ruahine;
 - Ngaati Ruanui;
 - Nga Rauru;
 - Pakakohi; and
 - Tangahoe; and

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- "...although we recognise Pakakohi and Tangahoe as functioning entities of distinctive tradition, they have not had an exclusive occupation of territory nor have they established to our satisfaction that they have asserted such pre-eminence either formerly or today as might entitle them to share equally with Nga Ruahine, Ngaati Ruanui, and Nga Rauru".

MANDATED NEGOTIATORS TO REPRESENT NGAATI RUANUI (INCLUDING TANGAAHOE AND PAKAKOHI)

The Crown in April 1998 recognised the mandate of the Mandated Negotiators to represent Ngaati Ruanui (including Pakakohi and Tangaahoe) in negotiations for a settlement with the Crown.

THE SETTLEMENT NEGOTIATIONS

The Mandated Negotiators and the Crown entered into:

- terms of negotiation dated 31 August 1998 specifying the scope, objectives and general procedures for the negotiations; and
- a heads of agreement dated 7 September 1999 recording that Ngaati Ruanui and the Crown were, in principle, willing to enter into a Deed of Settlement on the basis of the Crown's settlement proposal set out in that heads of agreement.

The Mandated Negotiators received a mandate from Ngaati Ruanui to negotiate the terms of a deed of settlement with the Crown.

VIEWS OF THE WAITANGI TRIBUNAL IN THE PAKAKOHI AND TANGAAHOE SETTLEMENT CLAIMS REPORT

Two claims were submitted to the Waitangi Tribunal relating to the decision by the Crown to recognise the mandate of the Mandated Negotiators to represent Ngaati Ruanui (including Pakakohi and Tangaahoe) in negotiations for a settlement with the Crown. The Waitangi Tribunal found in a report issued in November 2000 (called "**The Pakakohi and Tangaahoe Settlement Claims Report**") (*sections 5.5 and 5.6*) in relation to those two claims:

- "It is now very difficult to distinguish between Pakakohi, Tangahoe and Ngati Ruanui";
- "... we acknowledge that our position differs from the tentative conclusions reached by the Taranaki Tribunal about the claimant groups";
- "We also commend the 'bottom up' process undertaken by the working party to hui with the marae and hapu within the Ngati Ruanui rohe and to generate flax roots support for its mandate"; and

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- "...we are not prepared to recommend a halt to the settlement. Nor are we prepared formally to recommend that the approach to settlement adopted by the Crown and the working party should be changed."

THIS DEED OF SETTLEMENT

This Deed of Settlement has been:

- negotiated by the Mandated Negotiators with the Crown; and
- ratified by Ngaati Ruanui.

The Mandated Signatories have a mandate from Ngaati Ruanui to sign this Deed of Settlement on behalf of Ngaati Ruanui.

ACCORDINGLY, Ngaati Ruanui and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this Deed providing for the settlement of the Historical Claims.

1: NGAATI RUANUI AND THE HISTORICAL CLAIMS

INTRODUCTION

- 1.1 This Deed records the mutual agreement of Ngaati Ruanui and the Crown to settle the Historical Claims.
- 1.2 This Part sets out definitions of Ngaati Ruanui, the Historical Claims, and certain related terms. Those definitions apply in this Deed unless this Deed or the context requires otherwise.
- 1.3 Definitions of other terms used in this Deed are set out in:
- 1.3.1 **clause 10.1**; and
 - 1.3.2 **Part 14**.

NGAATI RUANUI

- 1.4 **Ngaati Ruanui**:
- 1.4.1 means the iwi, or collective group, composed of individuals descended from a Ngaati Ruanui Ancestor or Ancestors;
 - 1.4.2 means:
 - (a) every individual who is descended from a Ngaati Ruanui Ancestor or Ancestors;
 - (b) every individual who is a member of a hapu, group, family or whanau referred to in **clause 1.4.3**; and
 - (c) every individual who is a Taurima of Ngaati Ruanui; and
 - 1.4.3 includes:
 - (a) the following hapu, namely, Araukuku, Ahitahi, Hamua, Hapotiki, Kotuku, Nga Ariki, Ngaati Hawe, Ngaati Hine, Ngaati Ringi, Ngaati Takou, Ngaati Tanewai, Ngaati Tupaea, Ngaati Tupito, Rangitawhi, Tutahi and Tuwhakaehu;
 - (b) Tangaahoe;
 - (c) Pakakohi; and
 - (d) any family, whanau, or group of individuals, composed of individuals referred to in **clause 1.4.2**.
- 1.5 **Ngaati Ruanui Ancestor or Ancestors** means an individual or individuals who, at any time after the 6th of February 1840, exercised Customary Rights within the Area of Interest by virtue of his or her being descended from:
- 1.5.1 Ruanui-a-Pookiwa; or

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1: NGAATI RUANUI AND THE HISTORICAL CLAIMS

1.5.2 a recognised ancestor of:

- (a) any of the following hapu, namely, Araukuku, Ahitahi, Hamua, Hapotiki, Kotuku, Nga Ariki, Ngaati Hawe, Ngaati Hine, Ngaati Ringi, Ngaati Takou, Ngaati Tanewai, Ngaati Tupaea, Ngaati Tupito, Rangitawhi, Tutahi and Tuwhakaehu;
- (b) Tangaahoe; or
- (c) Pakakohi.

1.6 **Representative Entity** means:

1.6.1 the Governance Entity;

1.6.2 any person or persons appointed as agent for Ngaati Ruanui under **clause 3.4**; and

1.6.3 any person (including any trust or trustees) acting for or on behalf of:

- (a) the iwi, or collective group, referred to in **clause 1.4.1**; and/or
- (b) any one or more of the individuals referred to in **clause 1.4.2**; and/or
- (c) any one or more of the hapu, groups, families or whanau referred to in **clause 1.4.3**.

1.7 **Member of Ngaati Ruanui** means every individual referred to in **clause 1.4.2**.

1.8 **Customary Rights** means rights according to Maori customary law, including the following rights:

1.8.1 rights to occupy land; and

1.8.2 rights in relation to the use of:

- (a) land; and/or
- (b) natural or physical resources.

1.9 **Taurima of Ngaati Ruanui** means a Maori who is recognised as a taurima in accordance with Ngaati Ruanui tikanga (including whanau and hapu endorsements).

HISTORICAL CLAIMS

1.10 **Historical Claims** :

1.10.1 (subject to **clause 1.11**) means every Claim that Ngaati Ruanui (or any Representative Entity) had at, or at any time before, the **Settlement Date**, or may have at any time after the **Settlement Date**, that:

- (a) is, or is founded on, a right:

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1: NGAATI RUANUI AND THE HISTORICAL CLAIMS

- (i) arising from the Treaty of Waitangi or the principles of the Treaty of Waitangi;
 - (ii) arising under Legislation or at common law (including in relation to aboriginal title or customary law);
 - (iii) arising from a breach of fiduciary duty; or
 - (iv) otherwise arising; and
- (b) arises from or relates to acts or omissions before 21 September 1992:
- (i) by or on behalf of the Crown; or
 - (ii) by or under Legislation;

(whether or not the Claim has arisen or been considered, researched, registered, notified, or made on or before the Settlement Date); and

1.10.2 accordingly includes (without limiting **clause 1.10.1**):

- (a) the following claims to the Waitangi Tribunal, being claims that specifically relate to Ngaati Ruanui (or any Representative Entity):
 - (i) Wai 99 Te Pakakohi Lands and Fisheries;
 - (ii) Wai 140 Ngaati Ruanui Land;
 - (iii) Wai 142 Tangaahoe Land;
 - (iv) Wai 419 Ngaati Ruanui and Pakakohi Lands;
 - (v) Wai 713 Patea Township and Lands; and
 - (vi) Wai 758 Representation of Te Pakakohi in Treaty Negotiations with the Crown; and
- (b) the following claims to the Waitangi Tribunal in so far as they relate to Ngaati Ruanui (or any Representative Entity):
 - (i) Wai 54 Taranaki Lands, Fisheries and Resources and Sacking of Parihaka;
 - (ii) Wai 126 Motuni Lands and Fisheries;
 - (iii) Wai 131 Taranaki Lands and Waters;
 - (iv) Wai 139 West Coast Settlement Reserve Lands;
 - (v) Wai 143 Nga Iwi o Taranaki Lands;
 - (vi) Wai 552 Ahitahi and Araukuku Lands, Forest and Fisheries; and
 - (vii) Wai 859 Waimate Plain Block.

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1: NGAATI RUANUI AND THE HISTORICAL CLAIMS

1.11 The term **Historical Claims** does not include the following Claims:

- 1.11.1 any Claim that an individual referred to in **clause 1.4.2**, or a hapu, group, family or whanau referred to in **clause 1.4.3**, may have as a result of being descended from an ancestor who is not a Ngaati Ruanui Ancestor;
- 1.11.2 any Claim that Ngaati Ruanui may have as a result of any loss of interest in land, or natural or physical resources, in the Land Area outside Taranaki; and
- 1.11.3 any Claim that a Representative Entity may have to the extent that Claim is, or is based on, a Claim referred to:
 - (a) in **clause 1.11.1**; or
 - (b) in **clause 1.11.2**.

2: THE SETTLEMENT

THE HISTORICAL CLAIMS ARE SETTLED

- 2.1 Ngaati Ruanui and the Crown agree that this Deed settles the Historical Claims from the Settlement Date.
- 2.2 Ngaati Ruanui releases and discharges the Crown, from the Settlement Date, from all obligations and liabilities in respect of the Historical Claims.

THE CROWN IS TO PROVIDE REDRESS

- 2.3 The Crown must provide the Redress set out in:
- 2.3.1 **Part 7: Acknowledgements and Apology by the Crown;**
- 2.3.2 **Part 8: Financial and Commercial Redress;** and
- 2.3.3 **Part 9: Cultural Redress.**
- 2.4 **Part 5** summarises the Redress.

REDRESS IS TO BE PROVIDED TO THE GOVERNANCE ENTITY

- 2.5 The Crown must pay, transfer or grant any Redress to be provided on or after the Settlement Date by the Crown under **Parts 8 and 9** to the **Governance Entity** to be established by Ngaati Ruanui under **clause 3.3** (unless this Deed provides otherwise).

APOLOGY AND CULTURAL REDRESS IN RELATION TO MOUNT TARANAKI IS TO BE DEVELOPED

- 2.6 Ngaati Ruanui and the Crown acknowledge that Mount Taranaki is of great traditional, cultural, historical and spiritual importance to iwi of Taranaki.
- 2.7 This Deed does not provide for an apology, or any cultural redress, by the Crown in relation to any of the Historical Claims that relate to Mount Taranaki as that is yet to be developed in conjunction with Ngaati Ruanui and other iwi of Taranaki.
- 2.8 Ngaati Ruanui and the Crown agree that:
- 2.8.1 the Governance Entity and the Crown will, as soon as practicable, work together with the mandated representatives of other iwi of Taranaki to develop an apology, and cultural redress, for Ngaati Ruanui and other iwi of Taranaki in relation to the Historical Claims, and the historical claims of other iwi of Taranaki, that relate to Mount Taranaki; and
- 2.8.2 the apology and cultural redress for Ngaati Ruanui in relation to the Historical Claims that relate to Mount Taranaki will not include any financial or commercial redress.

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2: THE SETTLEMENT

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

2.9 Nothing in this Deed:

- 2.9.1 extinguishes any aboriginal title, or customary rights, that Ngaati Ruanui may have;
- 2.9.2 is, or implies, an acknowledgement by the Crown that aboriginal title, or any customary right, exists;
- 2.9.3 (except as expressly provided in or under this Deed) affects any right that Ngaati Ruanui, or the Crown, may have including any right arising:
 - (a) from the Treaty of Waitangi or the principles of the Treaty of Waitangi;
 - (b) under Legislation, or at common law (including in relation to aboriginal title or customary rights);
 - (c) from a breach of fiduciary duty; or
 - (d) otherwise;
- 2.9.4 affects any right that a Member of Ngaati Ruanui may have under the Maori Reserved Land Amendment Act 1997; or
- 2.9.5 is intended to affect any decision, proposal or report of the Treaty of Waitangi Fisheries Commission:
 - (a) under the Maori Fisheries Act 1989; or
 - (b) in respect of:
 - (i) the Deed of Settlement between Maori and the Crown dated 23 September 1992; or
 - (ii) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

2.10 **Clause 2.9** does not limit **clauses 2.1** or **2.2**.

ACKNOWLEDGEMENTS BY NGAATI RUANUI AND THE CROWN CONCERNING THE SETTLEMENT

2.11 Ngaati Ruanui and the Crown acknowledge that:

- 2.11.1 the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;
- 2.11.2 it is difficult to assess redress for the loss and prejudice suffered by Ngaati Ruanui as a result of the events on which the Historical Claims are or could be based;

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2: THE SETTLEMENT

2.11.3 it is not possible to fully compensate Ngaati Ruanui for all loss and prejudice so suffered; and

2.11.4 this foregoing of compensation is intended by Ngaati Ruanui to contribute to the development of New Zealand;

and that, taking all matters into consideration (some of which are specified in this **clause 2.11**), the Settlement is fair in the circumstances.

ACKNOWLEDGEMENTS BY NGAATI RUANUI CONCERNING THE SETTLEMENT

2.12 Ngaati Ruanui acknowledges that:

2.12.1 the Crown has acted honourably and reasonably in relation to the Settlement;

2.12.2 it is intended that the Settlement:

- (a) will be for the benefit of Ngaati Ruanui; and
- (b) may be for the benefit of particular individuals or any particular hapu, group, family, whanau or marae if the Governance Entity so determines in accordance with its procedures; and

2.12.3 that the Settlement will be binding on Ngaati Ruanui and any Representative Entity;

2.12.4 the Settlement is final;

2.12.5 the Settlement Legislation will provide for the removal of:

- (a) the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of:
 - (i) the Historical Claims;
 - (ii) this Deed;
 - (iii) the Redress; and
 - (iv) the Settlement Legislation;(but not for the removal of that jurisdiction in respect of the implementation and interpretation of this Deed or the Settlement Legislation); and
- (b) the statutory protection set out in **clause 4.3.3** of claims against the Crown relating to land in the RFR Area; and

2.12.6 Ngaati Ruanui and the Representative Entities, from the Settlement Date, do not have the benefit of the statutory protection set out in **clause 4.3.3** in relation to land in Taranaki outside the RFR Area; and, accordingly, will not object to the removal of that protection and of Memorials from land in Taranaki outside the RFR Area.

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2: THE SETTLEMENT

THE SETTLEMENT TO ENHANCE THE ONGOING RELATIONSHIP BETWEEN NGAATI RUANUI AND THE CROWN

- 2.13 The Settlement is intended to enhance the ongoing relationship between Ngaati Ruanui and the Crown (both in terms of the Treaty of Waitangi and otherwise).

3: RATIFICATION OF THE SETTLEMENT AND GOVERNANCE ENTITY

DEED HAS BEEN RATIFIED

- 3.1 Ngaati Ruanui, by signing this Deed, confirm that:
- 3.1.1 this Deed was ratified by Ngaati Ruanui by a majority of 87.80% of the votes in a postal ballot of the Eligible Registered Members of Ngaati Ruanui; and
 - 3.1.2 the Mandated Signatories have a mandate from Ngaati Ruanui to sign this Deed on behalf of Ngaati Ruanui by virtue of the ratification process referred to in clause 3.1.1.
- 3.2 The Crown, by signing this Deed, confirms that it is satisfied with:
- 3.2.1 the ratification of this Deed by Ngaati Ruanui; and
 - 3.2.2 the mandate to the Mandated Signatories from Ngaati Ruanui to sign this Deed.

GOVERNANCE ENTITY TO BE ESTABLISHED AND RATIFIED

- 3.3 Ngaati Ruanui must establish an Entity (the “**Governance Entity**”) to receive Redress to be provided by the Crown to the Governance Entity on or after the Settlement Date under **Parts 8 and 9**, which:
- 3.3.1 the Crown has advised Ngaati Ruanui in writing that the Crown is satisfied:
 - (a) will be an appropriate Entity to receive Redress under this Deed; and
 - (b) will have a structure that provides for:
 - (i) representation of Ngaati Ruanui;
 - (ii) transparent decision-making, and dispute resolution, processes; and
 - (iii) full accountability to Ngaati Ruanui; and
 - 3.3.2 has been ratified by Ngaati Ruanui (by a ratification process agreed in writing by Ngaati Ruanui and the Crown) as an appropriate body to receive Redress in accordance with this Deed.

APPOINTMENT OF AGENT FOR NGAATI RUANUI

- 3.4 Ngaati Ruanui appoint the Mandated Signatories as the agent for Ngaati Ruanui (and the Mandated Negotiators) to agree with the Crown:
- 3.4.1 a process for the establishment and ratification of a Governance Entity which is satisfactory to the Crown under clause 3.3; and, if applicable
 - 3.4.2 a process for the ratification of the Ratified Transferee under clause 8.4.

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DEED OF SETTLEMENT

3: RATIFICATION OF THE SETTLEMENT AND GOVERNANCE ENTITY

- 3.5 The Mandated Signatories appointed by Ngaati Ruanui under **clause 3.4** as the agent for Ngaati Ruanui (and the Mandated Negotiators) may (in addition to their powers under that clause) take any of the following action on behalf of Ngaati Ruanui under this Deed (until the Governance Entity signs the Deed of Covenant under **clause 3.6**):
- 3.5.1 give and receive any Notice or other communication;
 - 3.5.2 exercise any right or power;
 - 3.5.3 waive any provision; and
 - 3.5.4 agree to any amendment.

GOVERNANCE ENTITY TO SIGN DEED OF COVENANT

- 3.6 Ngaati Ruanui must, once the Governance Entity has been established in accordance with **clause 3.3**, ensure that the Governance Entity signs a deed of covenant in the form set out in **schedule 3** under which the Governance Entity agrees (amongst other matters) to comply with all the obligations of the Governance Entity under this Deed.

TIME LIMITS

- 3.7 Ngaati Ruanui must ensure that, by no later than 6 months after the Date of this Deed, the Governance Entity:
- 3.7.1 is established in accordance with **clause 3.3**; and
 - 3.7.2 has signed the Deed of Covenant.

GOVERNANCE ENTITY TO REPLACE AGENT

- 3.8 Once the Governance Entity signs the Deed of Covenant under **clause 3.6**:
- 3.8.1 the appointment of any agent for Ngaati Ruanui under **clause 3.4** terminates; and
 - 3.8.2 the powers under **clause 3.5** may be exercised by the Governance Entity.

4: SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

- 4.1 The Crown must propose Settlement Legislation for introduction within 6 months after:
- 4.1.1 the Crown is satisfied the Governance Entity has been established in accordance with **clause 3.3**; and
 - 4.1.2 the Governance Entity has signed the Deed of Covenant.
- 4.2 The Crown must ensure the Mandated Signatories have appropriate participation in the process of drafting of the Settlement Legislation proposed by the Crown for introduction.

CONTENT OF THE SETTLEMENT LEGISLATION

- 4.3 The Settlement Legislation proposed by the Crown for introduction must:
- 4.3.1 be in a form that:
 - (a) the Mandated Signatories have advised the Crown in writing is satisfactory to Ngaati Ruanui; and
 - (b) is satisfactory to the Crown;
 - 4.3.2 (without limitation) with effect from the Settlement Date:
 - (a) declare that, without limiting the acknowledgements expressed in, or any of the provisions of, this Deed:
 - (i) the Settlement is final; and
 - (ii) the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims; and
 - (b) provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of:
 - (i) the Historical Claims;
 - (ii) this Deed;
 - (iii) the Redress; and
 - (iv) the Settlement Legislation;(but not for the removal of that jurisdiction in respect of the implementation and interpretation of this Deed or the Settlement Legislation);
 - 4.3.3 provide that the following legislation does not apply to land in the RFR Area:
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;

DEED OF SETTLEMENT

4: SETTLEMENT LEGISLATION

- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) sections 211 to 213 of the Education Act 1989;
 - (d) Part III of the Crown Forest Assets Act 1989; and
 - (e) Part III of the New Zealand Railways Corporation Restructuring Act 1990;
- 4.3.4 provide a mechanism for removing all Memorials from land in the RFR Area;
- 4.3.5 if the Governance Entity is a trust (other than a charitable trust), provide that the rule against perpetuities, and any relevant provisions of the Perpetuities Act 1964, will not prescribe or restrict the period:
- (a) during which the Governance Entity may exist; or
 - (b) during which the Governance Entity may dispose of any or all of its property;
- 4.3.6 provide that the rule against perpetuities, and any relevant provisions of the Perpetuities Act 1964, will not prescribe or restrict the period:
- (a) for which the rights conferred by the RFR Deed, or the Deed Granting a Right of First Refusal over Shellfish Quota, may exist; or
 - (b) for which any document entered into to give effect to this Deed is effective; and
- 4.3.7 include all other matters required by this Deed to be included in the Settlement Legislation.

NGAATI RUANUI TO SUPPORT SETTLEMENT LEGISLATION

- 4.4 Ngaati Ruanui and the Governance Entity must support the passing of the Settlement Legislation (and any legislation introduced under **clause 12.2.2**).

NGAATI RUANUI WILL NOT OBJECT TO OTHER SETTLEMENT LEGISLATION

- 4.5 Ngaati Ruanui and the Governance Entity must not object to any legislation:
- 4.5.1 that provides that the legislation referred to in **clause 4.3.3** does not apply to any land in Taranaki outside the RFR Area; or
 - 4.5.2 that removes Memorials from land in Taranaki outside the RFR Area.

5: SUMMARY OF THE REDRESS

- 5.1 This Part sets out a summary of the Redress to be provided by the Crown under:
- 5.1.1 **Part 7: Acknowledgement and Apology by the Crown;**
 - 5.1.2 **Part 8: Financial and Commercial Redress;** and
 - 5.1.3 **Part 9: Cultural Redress.**
- 5.2 This Part:
- 5.2.1 is not an operative part of this Deed;
 - 5.2.2 sets out only a summary of the Redress included in **Parts 7, 8 and 9;** and
 - 5.2.3 does not affect the interpretation of any other provisions of this Deed.
- 5.3 The Redress includes:

ACKNOWLEDGEMENTS AND APOLOGY

- 5.3.1 acknowledgements and an apology by the Crown;

FINANCIAL AND COMMERCIAL REDRESS

- 5.3.2 Financial and Commercial Redress, with an aggregate value of \$41 million comprising:
- (a) \$500,000 that has been paid to the Mandated Negotiators on behalf of Ngaati Ruanui as an advance of part of the Financial and Commercial Redress;
 - (b) payment to the Governance Entity of \$39,890,500; and
 - (c) transfer to the Governance Entity, or where **clause 8.4** applies the Ratified Transferee, of the Commercial Redress Properties with an aggregate value of \$609,500;
- 5.3.3 a right of first refusal to the Governance Entity over the RFR Properties; and

CULTURAL REDRESS

- 5.3.4 Cultural Redress, including provision for:

Protocols with Ministers

- (a) issuing protocols to the Governance Entity by each of the following Ministers:

DEED OF SETTLEMENT

5: SUMMARY OF THE REDRESS

- (i) the Minister of Conservation;
- (ii) the Minister of Fisheries;
- (iii) the Minister of Energy; and
- (iv) the Minister for Arts, Culture and Heritage;

setting out how the Crown will, in relation to the matters specified in the protocol:

- (v) interact with Ngaati Ruanui; and
- (vi) enable Ngaati Ruanui to have input into the Crown's decision-making;

Advisory Committees to Ministers

- (b) appointing the Governance Entity as an advisory committee to provide advice to:
 - (i) the Minister of Conservation concerning the management and conservation within the DOC Protocol Area by the Department of Conservation of indigenous fish and other aquatic life managed by the Department of Conservation; and
 - (ii) the Minister of Fisheries on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Legislation within the Fisheries Protocol Area;

Input to Minister for the Environment

- (c) enabling the Governance Entity to give the views of Ngaati Ruanui to the Minister for the Environment on how certain provisions of the Resource Management Act 1991 are being administered in the Area of Interest;

Cultural Redress Properties

- (d) vesting in the Governance Entity the Cultural Redress Properties comprising:
 - (i) the Turuturu Mokai Site;
 - (ii) the Pukemoko Pa Site;
 - (iii) the Whakaahurangi Marae Site;
 - (iv) the Kaikura Site;
 - (v) the Maben Site; and
 - (vi) the Tarere Site;

DEED OF SETTLEMENT

5: SUMMARY OF THE REDRESS

Control and Management of Reserves

- (e) vesting in the Governance Entity, and appointing the Governance Entity under the Reserves Act 1977 to hold and administer, the Makino Scenic Reserve as a reserve;

Ukaipo Entitlements

- (f) granting to the Governance Entity renewable Ukaipo Entitlements for two sites each of one hectare (more or less) within the Tarere Conservation Area;

Taki Poipoiia o Ngaati Ruanui

- (g) declaring Wai-Ariki (being part of the Waitotara Conservation Area), which is an area that is special to Ngaati Ruanui as a Taki Poipoiia o Ngaati Ruanui;
- (h) acknowledging Ngaati Ruanui Values in respect of the Taki Poipoiia o Ngaati Ruanui and developing Protection Principles directed at the Minister of Conservation to avoid harming or diminishing those Ngaati Ruanui Values;

Statutory Acknowledgements of Association with Certain Areas

- (i) making Statutory Acknowledgements of the association of Ngaati Ruanui with the following areas:
 - (i) Otoki Gorge Scenic Reserve;
 - (ii) Te Moananui A Kupe O Ngaati Ruanui (Coastal Area);
 - (iii) Tangahoe River;
 - (iv) Whenuakura River; and
 - (v) Patea River;

Deeds of Recognition of Association with Certain Areas

- (j) granting Deeds of Recognition to the Governance Entity for the following areas:
 - (i) Otoki Gorge Scenic Reserve;
 - (ii) Tangahoe River;
 - (iii) Whenuakura River; and
 - (iv) Patea River;

Place names

- (k) changing the name of Mangimangi Stream;

DEED OF SETTLEMENT

5: SUMMARY OF THE REDRESS

- (l) allocating names to certain sites in the Area of Interest not presently named;

New Zealand Geographic Board

- (m) acknowledging that the Ministers for Land Information and Maori Affairs have written to the Mandated Negotiators on behalf of Ngaati Ruanui advising (amongst other matters) that the New Zealand Geographic Board has developed a protocol for Maori place names and that it has resolved that Ngaati Ruanui will be consulted in accordance with that protocol;

Acknowledgement of Association with Ngaa Taonga a Taane raua ko Tangaroa

- (n) acknowledging the association of Ngaati Ruanui with Ngaa Taonga a Taane raua ko Tangaroa being the following species:
- (i) the Indigenous Species; and
 - (ii) the species of fish, and other aquatic life, found within the Fisheries Protocol Area and managed by the Ministry of Fisheries under the Fisheries Legislation;

Acknowledgement of Association with Puurangi

- (o) acknowledging a statement of the association of Ngaati Ruanui with the variety of argillite known as Puurangi within the Area of Interest;

Acknowledgement of Customary interest in Paua

- (p) acknowledging the customary non-commercial interest of Ngaati Ruanui in the Paua Fishery in the Fisheries Protocol Area;

Prohibition on Taking of Certain Species

- (q) prohibiting the taking of the following species for commercial purposes within the Fisheries Protocol Area:
- (i) blue mussel (kuku);
 - (ii) greenlipped mussel (kuku);
 - (iii) lamprey (piharau);
 - (iv) pipi;
 - (v) mud snail (waikaka);
 - (vi) catseye (pupu);
 - (vii) sea urchin (kina); and
 - (viii) freshwater crayfish (waikoura);

DEED OF SETTLEMENT

5: SUMMARY OF THE REDRESS

- (r) if it is demonstrated to the satisfaction of the Minister of Fisheries that there are sufficient quantities of any of the species referred to in **clause 5.3.4(q)** to provide for a commercial catch of that species, the Minister will:
 - (i) consult with the advisory committee referred to in **clause 5.3.4(b)(ii)** concerning any proposal to authorise the commercial taking of that species; and
 - (ii) in considering that proposal, ensure that the customary non-commercial fishing interests of Ngaati Ruanui in the species concerned are recognised and provided for;

Proposal from Ngaati Ruanui to be included in Regulatory Review

- (s) including in the next regular review of fisheries regulatory measures, a proposal from the Governance Entity to prohibit commercial fishing using trawl or set nets within the Fisheries Protocol Area;

Tuna (eel)

- (t) consultation and consideration by the Crown of certain proposals from the Governance Entity in relation to tuna (eel);

RFR over Quota for Shellfish

- (u) granting to the Governance Entity a right of first refusal to purchase a specified percentage of Quota that is allocated to the Crown under the Fisheries Legislation in relation to the Shellfish RFR Area for any of the following shellfish species (if made subject to the Quota Management System):
 - (i) sea urchin (kina); and
 - (ii) surfclam (purimu); and

Coastal Tendering

- (v) granting to the Governance Entity a preferential right to purchase a specified percentage of any Authorisations under Part VII of the Resource Management Act 1991 for any part of the Specified Coastal Area.

6: HISTORICAL ACCOUNT

INTRODUCTION

- 6.1 This Part sets out an historical account of the events upon which the Crown's acknowledgements and apology in **Part 7** are based.
- 6.2 The waiata included in this Part were included at Ngaati Ruanui's request and do not:
- 6.2.1 form part of the historical account agreed with the Crown; or
 - 6.2.2 affect the interpretation of this Deed.

PRE-1860

- 6.3 Ngaati Ruanui were prosperous and economically successful in the 1840s and 1850s, and traded extensively with European settlements and overseas traders. Ngaati Ruanui invested their profits in flour mills, horses and cattle.
- 6.4 Ngaati Ruanui consistently opposed the sale of Maori land in Taranaki to Europeans, including missionaries.
- 6.5 By the mid-1850s Ngaati Ruanui, and other iwi of Taranaki and elsewhere, had entered into a compact to oppose further land sales. This was emphasised by the Haka "E kore Taranaki e makere atu". Ngaati Ruanui hold the whakatauki, "Te Tangata To Mua, Te Whenua To Muri", as the compact that signalled the determination of the united iwi of Taranaki.
- 6.6 In the mid-1850s Ngaati Ruanui provided active support to those Te Atiawa who opposed land sales in northern Taranaki.
- 6.7 No Ngaati Ruanui land had been sold to the Crown by 1860. Ngaati Ruanui had a spiritual relationship with, and physical control over, their own resources.

FIRST TARANAKI WAR

- 6.8 In 1860 Ngaati Ruanui continued to support people of Te Atiawa and Ngaa Rauru who opposed land sales, specifically with respect to the Pekapeka and Waitotara blocks. Ngaati Ruanui consider that the Crown was promoting the right of individuals to sell land in defiance of rangatira responsibility for the collective interests of the iwi.
- 6.9 The Crown proclaimed martial law throughout Taranaki on 22 February 1860, after the Crown's attempts to survey the Pekapeka block at Waitara were prevented by unarmed Maori, mainly women. This action was considered by the Crown to be an act of rebellion. Ngaati Ruanui do not consider the prevention of the survey at Waitara to have been an act of rebellion.

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.10 The Crown decided to proceed with the survey and the Pekapeka block was occupied by Crown troops. The English version of the Proclamation, published on 22 February 1860, stated that "active military operations are about to be undertaken by the Queen's forces against Natives in the Province of Taranaki in arms against her Majesty's Sovereign Authority". Te Atiawa supporters of Wiremu Kingi then built a fortified pa on the block, which was attacked by Crown troops on 17 March.
- 6.11 When the war began in the North, other iwi of Taranaki, including Ngaati Ruanui, entered the war on the side of Wiremu Kingi and his supporters. The Crown's attack was followed by a reprisal by Ngaati Ruanui who, with other iwi of Taranaki, attacked settlers and settlements south of New Plymouth on 27 March.
- 6.12 During the war in 1860-61, substantial amounts of property in the area were destroyed.
- 6.13 At the end of the war, Ngaati Ruanui did not enter into the peace agreement of April 1861, but they observed the ceasefire which followed.

SECOND WAR

- 6.14 After the peace agreement, Pekapeka remained occupied by the military pending an inquiry into the Pekapeka block which was promised. Following the peace settlement, the iwi of South Taranaki, including Ngaati Ruanui, retained control of the blocks of Omata and Tataraimaka which were claimed by the Crown.
- 6.15 In March and April of 1863, and before an inquiry into Pekapeka had been completed, the Crown's forces re-occupied Omata and Tataraimaka without provocation by Maori.
- 6.16 Troops moving between the two blocks crossed Maori land without permission. In response to this trespass, Crown troops were attacked on Maori land at Oakura on 4 May 1863 and soldiers were killed.
- 6.17 In April of 1863 the Governor accepted that the Waitara purchase had not been properly carried out, and decided to abandon it. The Governor's decision to abandon the Waitara purchase was not publicly announced until 11 May after fighting had begun again. At the same time the Crown began planning to take Maori land at Oakura as punishment for the attack, and on 6 July 1863 proclaimed its intention to survey settlements on the land. The 6 July proclamation was made before the empowering legislation to enable confiscation was in place (3 December 1863). Confiscation was finally proclaimed in Taranaki in 1865.
- 6.18 The Crown expanded its military advance into South Taranaki in 1865, and in March of that year fought and defeated Ngaati Ruanui at Te Ngaio pa. The Crown's military operations in southern Taranaki involved extending a chain of fortifications supported by military settlements. Villages such as Kakaramea and Manutahi were captured by the Crown, and military posts established there. The systematic military conquest and occupation pushed the frontier beyond the lands the Crown claimed to have purchased. Cameron advanced from the South and Warre from the North, where they formed a junction at Warea in April 1865. Maori lands were thereby occupied, without being formally confiscated or purchased.
- 6.19 Throughout this period, South Taranaki was the scene of intermittent skirmishing, ambushes and attacks, such as the surprise night attack by Government forces on Pokaikai, where Maori were killed. This occurred at a time when Maori thought local hostilities had been suspended.

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DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.20 There was also the wounding and killing of unarmed children by a cavalry patrol at Handley's woolshed in the later stages of war.
- 6.21 In its southern Taranaki operations the Crown adopted a policy of attrition or "scorched earth", aiming to reduce the ability of those considered by the Crown to be rebels to make war by destroying villages and cultivations. This culminated in the "bush scouring" campaigns of 1864-66 in which Ngaati Ruanui suffered much loss of life and property. Most of the settlements in the area were destroyed, including Oika, Okotuku, Otapawa, Mawhitiwhiti, Ketemarae, Weriweri, Te Whenuku, Puketi, Keteoneta, Te Popoia, and Tirotiromoana. Maori were pursued by Crown forces into the bush where fighting continued and some were killed.
- 6.22 At the end of the war in 1869 some 233 Pakakohi men, women and children of Ngaati Ruanui surrendered following promises that they would not be killed. The Crown decided to make an example of these people. Ninety six of them were tried for treason including Ngawaka Taurua and others who, when the fighting was renewed in South Taranaki in 1868, had been living in peace, but some of whom had then at a later stage been coerced into the fighting by Titokowaru. Seventy four were sentenced to death. These sentences were commuted to terms of imprisonment. Sixty two were sentenced to 3 years, and twelve were sentenced to 7 years penal servitude.
- 6.23 The prisoners were sent to South Island jails. Two of these prisoners reportedly died in Wellington before sentencing, and at least 18 of the 74 imprisoned died before release. They were recorded as: Waiata, Waata Tumeorangi, Timoti Tupikowai, Iraia Tumahiki, Taituha, Waiti Rangiuuru, Reupena Te Rangi i Runga, Horopapera Hopu, Ruka Taiamua, Hakaraia te Ngohi, Rapana Atonia Tukurangi, Tamehana, Ruka Aururu te Onekura, Kireona, Tamati te Pouwhakaruru, Hiriweterere Rangiwhakarangona, Wiremu Tupito, and Netana. (This list is compiled from D. Harold's "Maori Prisoners of War in Dunedin 1869-1872: Deaths and Burials and Survivors"; "A Return of Prisoners Tried at the Special Sittings of the Supreme Court", 27 September 1869, J1 1869/2634, National Archives; and Coroner's Files: J1 70/550, 71/1346, 71/2038, and 72/437, National Archives).
- 6.24 The remaining prisoners were released on 20 March 1872 and arrived in Taranaki on board the "City of Newcastle". The Government would not permit them to return to their previous homes.
- 6.25 Prison conditions were harsh and included hard labour. Oral sources refer to prisoners being housed in caves. The detrimental impact of these conditions was compounded by ill-health and the effects of exile.

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

The following Waiata record the Ngaati Ruanui experience in relation to the events described in clauses 6.14 to 6.25.

**WAIATA TANGI MO NGA MAUHERE O
NGAATI RUANUI**

**LAMENT FOR THE PRISONERS OF
NGAATI RUANUI**

Lament composed by Nga Waka Taurua

Composed when he was with his people who were imprisoned in Dunedin.

Aomauru e rere pokai nei

The swirling clouds I liken

He tangi ra naku ki aku nei tamariki

*To the weeping for my children
(prisoners)*

Ka weke ra e nga tau

They who are separated by the years

Ka weke ra I nga nohonga

*They who are separated by the living
away (imprisonment in the South Island)
I turn back to our home*

Tahuri mai ki muri nei

Kei te mihi atu koe.

And I greet you.

Ki Ngaki Peke I te Taihauauru

*The sea is calm for our return (to
Taranaki)
To Ngati Peke on the Western Coast*

Kahore te aroha ki aku nei tamariki

*There is no love (here) for my children
(prisoners)*

Naku I kite iho I nga rangi ra

Which I saw (at home) in days gone by

Naumai ka tu kia whakina koe

Come, you stand to say

Ehara I te kuri, he iti tangata

*The little child (prisoners) is not like a
dog*

Tena te haunga kei tai e patu ana e!

*There, blows the protesting wind, hard
against the shore!*

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

WAIATA TANGI NA NGAWAKA TAURUA TAMA A KO WIREMU TUPITO

A LAMENT BY NGAWAKA TAURUA FOR HIS SON WIREMU TUPITO

Ngawaka Taurua was a direct descendant of the Aotea Waka and he makes references to his ancestor Turi's baiier Tipuahoronuku and Turi's adze Te Awhiorangi.

*E pa ki te hau e pupuhi mai nei
Na runga ana mai te hiwi ki Punanga*

*Face the wind that blows from the hills of
Punanga*

E homai aroha kia tangi atu au

*Bringing loving memories which make me
weep*

*Kauaka e tama e haere numinumi aronui
te haere Ki roto Rangiharuru, ki roto
Matangirei
Nga whare tena i ahua mai ai ka hua au
e tama*

*Don't feel bashful my son to walk in the
ancestral houses Rangiharuru and Matangirei
Where you were born*

*Hei pou koe ki te Ao
Ka hua hoki au me uta atu koe ki runga i
Kihikihi, ki runga o Rakerake
Nga waka tena o te Ao Marama.*

*You were a pillar of this world
I wanted you to be put onto Kihikihi and
Rakerake, the canoes of the modern world*

*Utaina atu ra ki runga Rangitotohu
Ki runga o Te Ririno, te waka a Potoru
Kaore e hoki mai ki te Ao Marama.*

*But you travelled on Rangi totohu and Te
Ririno, Potoru's canoes which do not return to
this world.*

*E kore taku ipo e ua I te ao
He maramara horanga
No runga no Tipua Horonuku
No Te Awhiorangi e iri mai Tieke*

*You will not return. Instead you will remain like
the scattered memories of Tipuahoronuku and
Te Awhiorangi on Tieke*

*Ka whati ra e te puhi o Aotea
Ehara I te tangata e mahuru ano
te rae matanginui*

*You will lie uninterrupted by the winds of Aotea
A man set at rest*

Ka noho au I te ao kapo kau atu ai!

I am all alone in this world!

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

CONFISCATION

- 6.26 The Crown enacted the New Zealand Settlements Act 1863. Two of the Act's purposes were to provide for permanent protection and security, and to establish and maintain the Queen's authority. The Act described the introduction of a sufficient number of settlers as "the best and most effectual means" of achieving those purposes. The Act was used to effect the confiscation of lands of Maori who the Crown assessed to have been engaged in "rebellion" against the authority of the Queen since 1 January 1863.
- 6.27 The Act empowered the Governor to take land for the purposes of settlement within prescribed districts. In 1865, the Governor proclaimed the "Ngatiawa", "Middle Taranaki" and "Ngatiruanui" confiscation districts. These included most of the land within the rohe of Ngaati Ruanui. The confiscation proclamation of 2 September 1865 declared all of southern Taranaki (the "Ngatiruanui Coast") an "eligible site", liable to be used for the purposes of European settlement.
- 6.28 There was indiscriminate confiscation, despite the declaration in the confiscation Proclamation of 2 September 1865 stating that the land of "loyal inhabitants" would be taken only where "absolutely necessary for the security of the country". The Proclamation of Peace on 2 September 1865 promised to restore land immediately to those who were prepared to submit to the Crown's authority, but that promise was not fulfilled. The extensive amount of land confiscated included waahi tapu and other sites of significance, which were never returned.
- 6.29 Extensive supplementary and subordinate legislation was passed by the Crown following the New Zealand Settlements Act 1863 which added to the impact of the confiscations by extending the Crown's control over the rights and property of Maori in Taranaki.
- 6.30 The war briefly abated in the South at the beginning of 1866 and 50,000 acres of confiscated land south of the Waingongoro River was laid out for military settlements around the townships of Kakaramea, Mokoia and Ohawe. A military camp was also established at Patea. The survey of land continued during the fighting, often against resistance by Ngaati Ruanui.

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

The following Waiata record the Ngaati Ruanui experience in relation to the events described in **clauses 6.26 to 6.30**.

POUA

Te Whareaitu composed this waiata. It is a waiata tangi (song of lament) lamenting the confiscation of the land. The waiata was particularly significant as 'land' was grieved over as if it was a 'person'.

*Poua no koe te motu nei
Te ki atu hoki mai ki ahau
E hara ta pokopoko te ara I haere ai koe
E rongu ranei I nga tohe a Potoru
Unuhia atu I te wa o tipua
Koia Tangaroa unuhia.*

TO ESTABLISH

*You (the land) were implanted here in this world
(You were taken), I say return to me.
It was not possible, as the path that you travelled was waterlogged (confiscation land laws)
You have perhaps heard of the persistence of Potoru, (to be obstinate)
Taken by Tangaroa, tempest of the deep.*

TAREIA

*Tareia mai taku hou kotuku
Te uira I te rangi
Ko papa mania, ko papa tahia
Na wai I tiki mai I tahitahi?
Na te toa nei na Kuru koe I tiki mai I tahitahi
Kia pai ai te nohoanga o te tama nei ko Tumatauenga.*

TAKEN

*Return to me like the rare, precious feather of the kotuku bird
The symbol of Death lights the sky above
And shadows cover the sacred ground below
Who was it that took you from me?
It was Kuru the warrior, who swept you away
So that the young man Tumatauenga (personification of War) can reside in comfort.*

TENEI

*Tenei taku toa ko Tawhirimatea
Tenei taku toa ko Waitara ki te Pahua
Ka whakakahoretia e ahau te pakanga ki te motu
Ka whiua atu ki te ao haere ai.*

THIS

*Here is my warrior Tawhirimatea (God of the wind)
Here is my warrior Waitara ki te Pahua
However, I will banish fighting across the land
And cast it out to the world beyond.*

KOIA

*Koia rangi hikitia
Koia rangi hapainga
Puehu te papa I Rangiatea
Ka haere taane ki roto
Hei hinengaro
Mo taku waka e takoto nei! e e Ha!*

IT IS SO

*Thence the sky was lifted up
Thence the sky was raised
The earth at Rangiatea is stirred. (ie. On the marae of the Creator, in the after world)
As men enter within
To strengthen the resolve
To retain the land (waka) resting here. Let the breath of life be restored!*

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

COMPENSATION COURT

- 6.31 A Compensation Court was set up under the New Zealand Settlements Act 1863 to compensate some of those whose lands were confiscated by the Crown. Maori who, for the purposes of the New Zealand Settlements Act 1863, had been found to be in arms against the Crown since 1 January 1863, or to have supported those found to be in arms, could not receive compensation. Claimants had to establish both that they had an interest in the land, and that they had been loyal to the Crown. In many cases the Court relied on the evidence of a very few witnesses, rather than fully investigating the circumstances of each person affected.
- 6.32 The Compensation Court process itself excluded potential claimants who failed to meet registration requirements, and claimants who did not appear at hearings. In many cases this non-attendance was due to the hearings being held in wartime, claimants not receiving notification of the hearings, and the fact that all hearings were held outside the rohe of Ngaati Ruanui.
- 6.33 In the case of the rohe of Ngaati Ruanui, almost all of the resident claimants were rejected for one reason or another. A number of claims by absentee owners were accepted, but their shares were calculated at a reduced rate. Only 40 people out of 997 were assessed to be resident loyals and awarded a full share of the entitlement assessed by the Compensation Court for the middle section of the Ngaati Ruanui Coast District.
- 6.34 Although Maori claimants were required to comply with Compensation Court processes or be excluded, in 1866 Parliament retrospectively declared the Court's own actions and proceedings to be valid and beyond judicial scrutiny, even if statutory requirements had not been met.
- 6.35 Some of the awards affecting the rohe of Ngaati Ruanui were based on out-of-court settlements. The Compensation Court did not review these.
- 6.36 The land entitlements assigned by the Compensation Court were inadequate in size and quality. Customary forms of tenure were not preserved in the awards, all of which were made to individuals.
- 6.37 None of the awards were properly implemented and by 1880, when the West Coast Commission began its investigations, none of the people of Ngaati Ruanui had received Crown grants for the land.

LATE PURCHASES

- 6.38 In the period 1874-1881, the Crown claimed to acquire Ngaati Ruanui lands situated both outside and inside the confiscation area by means of purchase effected through deeds of cession. These purchases were part of a government programme to acquire substantial quantities of Maori land in the interior.
- 6.39 Purchases conducted within the confiscation boundary took place in an extremely confused situation. By 1871, confiscation had not been enforced on the ground and this gave rise to doubt amongst Maori as to whether the confiscation was still in force or had been abandoned.
- 6.40 Even though the Crown attempted to resolve this uncertainty by purchasing lands within the confiscation boundary, and so treating the land as if it were still Maori property, it did not

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

properly investigate the customary title. Even the normal Native Land Court processes for title investigation, that had been established soon after the outbreak of war, were not followed.

- 6.41 For land outside the confiscation boundary, the Crown made use of section 42 of the Immigration and Public Works Amendment Act 1871 and classified the land as being for the establishment of "special settlements". This meant that the Crown could avoid full investigation of title by the Native Land Court before purchase, and make arrangements for purchase with willing sellers (including the payment of advances) prior to the application for title being heard by the Native Land Court. Although it was still possible for other interested parties to come before the Court and have their interests heard, the use of the Immigration and Public Works Amendment Act 1871 prejudiced both objectors and the hearings themselves.
- 6.42 Many of these problems arose in the acquisition of the Kaitangiwhenua block (over 92,000 acres), which affected Ngaati Ruanui (amongst others). Further difficulties were also encountered in this particular case. The Crown took over a partially completed purchase and employed the purchaser to complete it. Although the purchase agent had his employment as an agent terminated approximately two months before the purchase was finally completed, Maori were not informed of this. The payment of advances and instalments of £6,112 was very poorly controlled by senior government officials. A large number of Ngaati Ruanui and others were opposed to the sale. A title was subsequently sought from the Native Land Court and although the block was primarily the customary lands of two large tribal groups (Ngaati Ruanui and Ngaa Rauru), the Court vested the title in only seven persons. These persons completed the sale to the Crown a few days later. They were paid £5,411 for the balance of the block and entrusted this money to the former purchase agent for banking. In 1894, a Commissioner found that the purchase agent had "fraudulently appropriated" these proceeds and had never properly accounted to Maori for the sums received by him through the Crown prior to final settlement.
- 6.43 Purchases both inside and outside the confiscation boundary were further flawed in that negotiations were not conducted openly, minimal consideration was paid, and very few reserves were promised. Of those reserves that were promised, none had been created by 1880, leaving Ngaati Ruanui with very limited land for their "support and maintenance".
- 6.44 The Waitangi Tribunal has questioned the Crown's integrity in making these sales on several grounds, and has concluded that none of them can be considered as valid transactions in Treaty terms.

PARIHAKA

- 6.45 Before the wars had ended, a movement for Maori peace and independence was established at Parihaka under the leadership of Tohu Kakahi and Te Whiti o Rongomai. Historical sources indicate that Tohu affiliated to Ngaati Ruanui as well as other iwi of Taranaki. The permanent population of Parihaka consisted of Maori from throughout Taranaki and beyond, including Ngaati Ruanui.
- 6.46 In 1878, the confiscation in central Taranaki was widely perceived by Maori and some officials as having been abandoned by the Crown. Notwithstanding this, the Government began surveying the Central Taranaki district in which the Parihaka block was located. When the survey neared Maori cultivations, Te Whiti and Tohu introduced a policy of passive resistance to the surveyors and European settlers who followed. Resistance to the surveyors involved the removal of survey pegs and ultimately the surveyors from the area.

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.47 Following the refusal of the Government to meet with Te Whiti to discuss the question of reserves, the prophets launched an "army" of ploughmen to plough settler land throughout Taranaki. Ngaati Ruanui record that these lands included Kanihi, Okahutiti and the Waimate Plains.
- 6.48 In 1880 the Government began building a road to Parihaka. When the road reached the Parihaka block in June 1880, the armed constabulary pulled down fences during construction, exposing Maori crops to their horses and wandering stock. As the fences were broken, the prophets sent fencers to repair them.
- 6.49 These passive resistance campaigns led to more than 420 "ploughmen" and 216 "fencers" from throughout Taranaki being arrested and imprisoned. Only 40 "ploughmen" received a trial. Special legislation was passed, first to defer the remainder of the trials and then to dispense with them altogether.
- 6.50 Many prisoners, including people of Ngaati Ruanui, were held at the Government's will in prisons in the South Island. Conditions were harsh and included hard labour. The detrimental impact of these conditions was compounded by the effects of ill health and exile.
- 6.51 On 5 November 1881 more than 1,500 Crown troops, led by the Native Minister, invaded and occupied the settlement of Parihaka. No resistance was offered. Over the following days some 1,600 men, women and children not originally from Parihaka, were forcibly expelled from the settlement and made to return to their previous homes. Houses and cultivations in the vicinity were systematically destroyed, and stock was driven away or killed. Looting also occurred during the occupation. Maori of Taranaki report that women were raped and otherwise molested by their attackers. Special legislation was subsequently passed to restrict Maori gatherings. Throughout this period restrictions were also placed on Maori movement. Entry into Parihaka was regulated by a pass system.
- 6.52 Six people were imprisoned and Te Whiti and Tohu were charged for sedition and held until 1883. Their trials were postponed and ultimately special legislation was passed to provide for their imprisonment without trial. This legislation also indemnified those who, in the action taken to "preserve the peace", might have exceeded their legal powers.
- 6.53 Of the reserves that were promised, some 5,000 acres were taken by the Crown as compensation for the costs of "suppressing the...Parihaka sedition".
- 6.54 The Sim Commission concluded in 1927 that the Crown was directly responsible for the destruction of houses and crops, and "morally if not legally" responsible for "the acts of the soldiers who were brought into Parihaka." It recommended the payment of £300 as an acknowledgement, at least, of the wrong that was done to the people of Parihaka.

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

The following Waiata record the Ngaati Ruanui experience in relation to the events described in **clauses 6.45 to 6.54**.

PAOPAO KI TE RANGI

A SONG ABOUT THE HEAVENS

This Ngaati Ruanui waiata was often performed as a waiata poi. It was deemed a great honour to have this waiata poi performed over the caskets of Ngaati Ruanui people at their tangihanga.

Kaea.. Pera hoki ra te huhuka o te rangi
Te tukutuku o te rangi,
Te heihei o te rangi
Te mamange o te rangi
E rongo purutia kia u
Purutia kia mau.

The heavens are like a foaming sea
Like lattice work
Like jewels
Like the coprosma tree
Listen, carefully,
Retain it.

Kaea.. PURUTIA
Purutia mai te tauru o te Rangi,
Kia tina kia whena
Kia toka to manawa ora,
He ora awhi nuku awhi rangi
Awahi tau awhi Papa
Awahi kerekere awhi whenua.

PREPARE
Prepare the supports
Hold them firm and steady
'till you are satisfied
Prepare to separate Papa and Rangi
Get ready, lie flat
Push hard, hold fast.

Kaea.. AWHI
Awahi kia Ranginui e tu nei
Ki a Papa e takoto nei
Ko Tu kei awhitia te nuku
Ko Tu kei awhitia te Rangi
Tu apiti tu aropaki
Tawhito, Tipua, maneanea rarau.

BEHOLD
Behold Ranginui above Papa below
It is Tu who supports Rangi
It is Tu who cares for the old couple
Goblins, Talismen.

Kaea.. POUA
Poua ki runga
Poua ki raro
Poua ke tamoremorenui no Rangi,
Poua ke tamoremorenui no Papa,
E rongo he aio
Tena tawhito pou ka tu
E tu nei te pou.

FIX TOGETHER
Secure the top
Secure the bottom
Secure the support firmly to Rangi
Secure the support firmly to Papa
Look, how peaceful this ancient post
stands,
The post stands secure.

Kaea.. Kei whea te poi e tu ana?

Where is the post?

Katoa Hei anei!

Here!

Kaea.. Hui e!

Come together!

Katoa Taiki e!

Agreed!

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

TAKOHA

- 6.55 In the period 1877-1880 the Crown made so-called "takoha" payments to Ngaati Ruanui individuals in relation to large areas of land within the confiscation area in South Taranaki. Takoha was payment in cash to those Maori who, in the agents' opinions, had an interest in the land prior to confiscation, or could most influence the delivery of quiet possession.
- 6.56 The confiscation of these lands was still in effect at the time the transactions were made. The West Coast Commission described the takoha payments as "pure waste" in that they were dispensed in an erratic and arbitrary manner by the Crown agents and had no effect whatsoever on the title status of the lands concerned.
- 6.57 Takoha payments were effected without accompanying deeds, surveys, or sketch plans for the blocks concerned.
- 6.58 The West Coast Commission also concluded that a large portion of the takoha money paid by the Crown to Crown agents never reached Maori.
- 6.59 The Waitangi Tribunal described the takoha payments as "thoroughly bad and meaningless in law". It rejected the idea that takoha lands were in any sense returned to their owners, and so could be taken to have reduced the amount of land effectively confiscated.

WEST COAST COMMISSIONS

- 6.60 The first West Coast Commission was appointed in January 1880 to inquire into promises by the Crown to Maori in Taranaki concerning confiscated lands. The scope of the first West Coast Commission enquiry and consequent remedial actions were limited by the empowering legislation.
- 6.61 The first Commission had a narrow focus on the Compensation Court awards and specific Crown promises, and did not constitute an inquiry into the fairness of the confiscations and compensation process. One effect of this was to minimise the amount of land considered eligible for return to Maori and maximise the amount left for disposal to European settlers. In any event, at the time of the hearing of the first Commission, the North and South of Taranaki had already been substantially settled by European settlers. This meant that land was not available for adequate reserves.
- 6.62 The first Commission concluded that many promises had not been kept by the Crown. Among other things, it attributed all of the problems in South and Central Taranaki to the Crown's failure to establish reserves, noting that the Maori people involved "have never known what land they might call their own".
- 6.63 The second West Coast Commission was appointed in December 1880 to implement the recommendations of the first. Although more than 200,000 acres of land were returned by the second Commission in Taranaki, only approximately one fifth was in South Taranaki, which included the rohe of Ngaati Ruanui and other iwi. Most of Ngaati Ruanui's productive coastal land was retained by the Crown, and they were left with insufficient agricultural land for their existence and future development.
- 6.64 Virtually all of the land that was returned was returned under individualised title, overriding the customary forms of land tenure, and providing no protection against future alienation. The second Commission was empowered to determine the owners and their shareholdings

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

as well as make grants of land. It thus fulfilled the role of the Native Land Court, but without using the Court's hearing procedures, and no appeal process was available to claimants.

- 6.65 The second Commission recommended a system of management which placed the reserves under the control of the Public Trustee. A substantial portion of the land was subsequently leased to settlers subject to perpetually renewable leases. This imposed system denied Ngaati Ruanui control over their lands and control of the income from their lands.

SIM COMMISSION

- 6.66 The Sim Commission of 1926-27 was set up to investigate confiscations under the New Zealand Settlements Act 1863 and subsequent legislation, but its terms of reference were limited. When considering the fairness of the confiscations, the Commission was not permitted to consider a claim that Maori "who denied the Sovereignty of Her Majesty and repudiated Her authority could claim the benefit of the provisions of the Treaty of Waitangi", nor whether the New Zealand Parliament had the power to pass the confiscation laws.
- 6.67 The Commission had limited time and resources for its purpose and was unable to investigate fully several key issues. All of the evidence relating to land acreage was provided by the Crown.
- 6.68 Its recommendations for an annuity of £5,000 for all the Taranaki confiscations and a single payment of £300 for the loss of property at Parihaka were not discussed with the iwi concerned and were never accepted as adequate. The timing of the payment of the annuity was uncertain, and the sums due in the early 1930s were not fully paid.
- 6.69 The Taranaki Maori Claims Settlement Act 1944 states that the sums are a full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Ngaati Ruanui or other iwi of Taranaki agreed to this. Neither these nor the previous annuities were inflation indexed and this subsequently became an issue.

REMAINING LANDS

- 6.70 The reserves made by the West Coast Commission did not revert to Maori to do with as they pleased. Rather, they were vested in the Public Trustee to be administered under the West Coast Settlement Reserves Act 1881. The Public Trustee had full power to sell the alienable reserves and lease the inalienable ones under terms imposed by statute.
- 6.71 Much of the land under the Public Trustee's administration was leased without the consent of the owners. The West Coast Settlement Reserves Act 1892 vested all West Coast Reserves in the Public Trustee in trust for the Maori owners with Maori thereby losing their legal ownership. The Act provided for perpetually renewable leases with rent based on the unimproved value of the land. Leases previously granted by the Public Trustee which conflicted with the terms of the Crown grants were validated, as were earlier reductions in rent. Maori reserved land owners were effectively excluded from taking up perpetual leases from the Public Trustee under that Act. Although an 1893 amendment provided for perpetual leasing by Maori, 1912 statistics indicated that, at that time, no perpetual leases had been granted to Maori.

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6: HISTORICAL ACCOUNT

- 6.72 The operation of the Maori reserved land perpetual lease regime was criticised in a number of inquiries from 1890 onwards. The 1912 Commission, for example, found that two facts stood out in respect of the legislation: "The first is that every legislative measure has been in favour of the lessees and the second, that on no occasion has the Native owner been consulted in reference to any fresh legislation".
- 6.73 In 1935, following a Supreme Court decision in favour of the Maori owners, the definition of improvements was amended leading to a reduction in the rents Maori would otherwise have received and nullifying the effect of the Court decision. The Maori Reserved Land Act 1955 continued the system of perpetual leases, empowering the Maori Trustee to convert any outstanding fixed term leases to leases in perpetuity and to purchase land for on-sale to lessees.
- 6.74 Titles were amalgamated in 1963. Owners no longer had a specific interest in their customary land but an interest in reserves throughout Taranaki. A 1967 amendment to the Maori Reserved Land Act 1955 provided for the Maori Trustee to sell lands to lessees provided a proportion of the aggregated owners agreed. The consent of former owners in the block to the sale was not required.
- 6.75 By 1974 63.5% of reserved land originally vested in the Public Trustee had been sold and a further 26% was under perpetual lease. A portion of the original settlement reserves had also been taken for public works.
- 6.76 The Paraninihi ki Waitotara Incorporation, in which all owners were shareholders, was formed in 1976 to administer perpetually leased lands transferred from the Maori Trustee.
- 6.77 Today less than 5% of the reserved land in Taranaki is owned by Maori people as Maori freehold land. Succession fragments interests, so that over time the returns to individuals have generally diminished. In some cases, due to a lack of a successor, individual interests were extinguished and the benefits attaching to those interests have vested in the Maori Trustee.

TE MURU ME TE RAUPATU, MURU ANOO

- 6.78 The taking of Ngaati Ruanui lands by force and legislation is known by Ngaati Ruanui as Muru me Te Raupatu. Ngaati Ruanui consider that their interests have been detrimentally affected by a succession of pieces of legislation that have included the New Zealand Settlements Act 1863 and amendments, the Native Lands Act 1865 and other Native Land legislation that caused prejudice, the Suppression of Rebellion Act 1863, the Public Works Act 1864 and other public works legislation that caused prejudice, the Maori Prisoners' Trials Act 1880, the West Coast Settlement Reserves Act 1881 and the Maori Reserved Land Act 1955. Ngaati Ruanui know the cumulative effect of this and other relevant legislation as "Muru, Raupatu, Muru anoo".

DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

The following Waiata record the Ngaati Ruanui experience in relation to the events described in **clause 6.78**.

TE KOTAHITANGA (Muru Raupatu)

UNITY OF TRIBES (Plunder and Theft)

This waiata was composed by Te Whareaitu and Te Rangopai Rangimarama to unite the Maori tribes in opposing the confiscation acts of the Crown. People were being warned that the Crown was not upholding the partnership and commitment as agreed to in the Treaty of Waitangi. Kahu, referred to in the waiata, was Te Kahupukara who fought alongside Titokowaru.

<i>Tenei ka mahi ki te whakakaupapa I te kotahitanga</i>	<i>This is the aim, to establish the principles of tribal unity</i>
<i>Kia tiroirohia e, nga mahi a te Kuini</i>	<i>To monitor the actions imposed by the Queen</i>
<i>E mau ai te Tiriti, kua tere I te moana e.</i>	<i>To implement the Treaty Articles, which have been abandoned (by the Crown) to drift on the sea.</i>
<i>Kei te rangi te Atua me ona ture tika</i>	<i>Above in the heavens is God with his justice</i>
<i>Kei raro nei ie Kawana me ona ture muru me te ture raupatu,</i>	<i>Below on Earth is the Government with it's plundering and theft</i>
<i>Unuhia I nga mana o te ture Karaati</i>	<i>Let the status of the Grants Act be recognised for what they really are.</i>
<i>Waiho te Maori kia takoto mate e te Pakeha.</i>	<i>Lest the Maori be crushed by the Pakeha</i>
<i>Tenei te ture muru kua eke ki a au</i>	<i>Such is the law of confiscation which has been imposed upon me</i>
<i>Ko te mana "raihana" kaore nei e oranga,</i>	<i>The authority of the "licences" takes away our welfare</i>
<i>Korikori e te iwi! tu mai e Kahu,</i>	<i>Bestir yourselves people! Stand tall Kahu</i>
<i>Taurima I o iwi!</i>	<i>Look after your people!</i>
<i>Hara pukai te motu e tango nei a Tiaki,</i>	<i>The land is increasingly being taken away by the Crown</i>
<i>Kia kore e toenga te ngata to puku e.</i>	<i>So that your yearning knows no resolution.</i>

7: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

ACKNOWLEDGEMENTS

- 7.1 The Crown acknowledges that:
- 7.1.1 the cumulative effect of the Crown's actions in purchasing land in Taranaki created tensions that led to the outbreak of war;
 - 7.1.2 Ngaati Ruanui suffered loss of life and destruction of property during the Taranaki wars;
 - 7.1.3 the Taranaki wars constituted an injustice and were in breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi; and
 - 7.1.4 it acted unfairly in labelling Ngaati Ruanui as rebels.
- 7.2 The Crown sincerely regrets that Ngawaka Taurua and his people suffered a heavy punishment due to a decision of the Government of the day to make an example of them in order to deter other Maori from taking up arms against the Queen's authority. The Crown acknowledges that:
- 7.2.1 this punishment deprived Pakakohi of Ngaati Ruanui of a significant number of their leaders; and
 - 7.2.2 the exile of those leaders from their lands, and the death of 18 of the men imprisoned, had a severe impact on the well-being of Pakakohi of Ngaati Ruanui.
- 7.3 The Crown acknowledges that:
- 7.3.1 the confiscations were indiscriminate in extent and application and had a devastating effect on the welfare, economy and development of Ngaati Ruanui in Taranaki;
 - 7.3.2 the prejudice created by the confiscations was compounded by the inadequacies in the Compensation Court process;
 - 7.3.3 as a result of the confiscations in 1865, Ngaati Ruanui were deprived of access to their waahi tapu and sites of ancestral significance, traditional sources of food, and other resources on that land; and
 - 7.3.4 the confiscations were wrongful and in breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi.
- 7.4 The Crown recognises that the lands and other resources confiscated from Ngaati Ruanui have made a significant contribution to the wealth and development of New Zealand.
- 7.5 The Crown acknowledges that its conduct in acquiring Ngaati Ruanui land outside the confiscation boundary was unreasonable and improper, and contributed to Ngaati Ruanui being left with insufficient lands for their present and future needs. This was in breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi.
- 7.6 The Crown acknowledges that its treatment of Ngaati Ruanui and Taranaki Maori involved in the passive resistance campaign of 1879 – 1880:

DEED OF SETTLEMENT

7: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

- 7.6.1 deprived them of basic human rights and inflicted unwarranted hardships on them through imprisonment and exile; and
- 7.6.2 was in breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi.
- 7.7 The Crown acknowledges:
- 7.7.1 the serious damage it inflicted on the prosperous Maori village of Parihaka and the people of Ngaati Ruanui residing there, its forcible dispersal of many of the inhabitants and its assault on the human rights of the people;
- 7.7.2 that these actions caused great distress and were a complete denial of the Maori right to develop and sustain autonomous communities in a peaceful manner; and
- 7.7.3 that its treatment of the people of Ngaati Ruanui residing at Parihaka was unconscionable and unjust and that these actions constituted a breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi.
- 7.8 The Crown acknowledges that:
- 7.8.1 the West Coast Commissions were inadequate in their scope and did not fully address the injustices perpetrated by the confiscations;
- 7.8.2 the reserves created by the Commissions in the 1880s were not sufficient for the present and future needs of Ngaati Ruanui; and
- 7.8.3 the Crown's actions with respect to the West Coast Settlement Reserves, considered cumulatively, (including the imposition of a regime of perpetually renewable leases and the sale of large quantities of land by the Public and Maori Trustee):
- (a) have ultimately deprived Ngaati Ruanui of the control and ownership of most of the lands set aside for them in Taranaki; and
 - (b) were in breach of the Treaty of Waitangi and the principles of the Treaty of Waitangi.
- 7.9 The Crown acknowledges that:
- 7.9.1 despite previous efforts made in the twentieth century, including those of the Sim Commission, it has failed to deal in an appropriate way with the grievances of Ngaati Ruanui; and
- 7.9.2 the sense of grief and loss suffered by Ngaati Ruanui remains today.
- 7.10 The Crown:
- 7.10.1 recognises the efforts and struggles of Ngaati Ruanui in pursuit of their claims for redress and compensation against the Crown for over 130 years;
- 7.10.2 acknowledges the legitimacy of those efforts and struggles of Ngaati Ruanui; and
- 7.10.3 acknowledges that recognition by the Crown of the grievances of Ngaati Ruanui is overdue.

DEED OF SETTLEMENT

7: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

APOLOGY

- 7.11 The Crown makes this apology to Ngaati Ruanui (including Tangaahoe and Pakakohi), to their ancestors, to their descendants, to nga uri o nga hapu o Ngaati Ruanui.

The Crown profoundly regrets, and unreservedly apologises to Ngaati Ruanui, for its actions which have resulted in the loss of life during the Taranaki wars and the virtual landlessness of Ngaati Ruanui in Taranaki and have caused suffering and hardship to Ngaati Ruanui over the generations to the present day.

The Crown profoundly regrets, and unreservedly apologises for, the destructive and demoralising effects of its unconscionable actions on Ngaati Ruanui which, over the generations to the present day, have undermined the basis of their society and autonomy and have had a devastating impact on their economy and development.

The Crown profoundly regrets its failure to acknowledge the mana, manawhenua, and rangatiratanga of Ngaati Ruanui.

The Crown apologises to Ngaati Ruanui for all the breaches of the Treaty of Waitangi and its principles acknowledged by the Crown in this **Part 7**.

- 7.12 **ACCORDINGLY**, the Crown: seeks to atone for these wrongs, and to begin the process of healing, with the Settlement and looks forward to building a relationship of mutual trust and co-operation with Ngaati Ruanui.

APOLOGY TO BE PUBLICLY MADE

- 7.13 The Crown will publicly make:

7.13.1 the acknowledgements in **clauses 7.1 to 7.10**; and

7.13.2 the apology to Ngaati Ruanui in **clause 7.11**;

by the Minister in Charge of Treaty of Waitangi Negotiations reading those acknowledgements and that apology at **Pariroa Paa** within 60 Business Days after this Deed becomes unconditional under **clause 11.1**.

8: FINANCIAL AND COMMERCIAL REDRESS

AMOUNT OF FINANCIAL AND COMMERCIAL REDRESS

- 8.1 The Crown and Ngaati Ruanui agree that the Crown is to provide Financial and Commercial Redress with an aggregate value of \$41 million, comprising:
- 8.1.1 a Cash Settlement Amount of \$40,390,500 of which:
- (a) \$500,000 has been paid by the Crown to the Mandated Negotiators on behalf of Ngaati Ruanui as an advance of part of the Financial and Commercial Redress; and
 - (b) the balance of \$39,890,500 (the "Balance of the Cash Settlement Amount") is to be paid on the Settlement Date by the Crown; and
- 8.1.2 the Commercial Redress Properties to be transferred to the Governance Entity or, where clause 8.4 applies, the Ratified Transferee (with aggregate Transfer Values of \$609,500).

PAYMENT OF THE CASH SETTLEMENT AMOUNT

- 8.2 The Crown must, on the Settlement Date, pay the Balance of the Cash Settlement Amount to the Governance Entity.

TRANSFER OF THE COMMERCIAL REDRESS PROPERTIES

Transfer on Settlement Date

- 8.3 Except where clause 8.4 applies, the Crown must, on the Settlement Date, transfer to the Governance Entity title to each Commercial Redress Property set out in Part 1 of the Commercial Redress Schedule.

Ratified Transferee

- 8.4 The Crown will, on the Settlement Date, transfer title to the Commercial Redress Properties to a company that has been ratified by Ngaati Ruanui (by a ratification process agreed in writing by Ngaati Ruanui and the Crown) as an appropriate Entity to receive title to the Commercial Redress Properties in accordance with this Deed (a "Ratified Transferee") if:
- 8.4.1 the Governance Entity has:
- (a) given notice, at least 10 Business Days before the Settlement Date to the Crown that it requests a transfer of the Commercial Redress Properties to the Ratified Transferee; and
 - (b) satisfied the Crown that:
 - (i) the Ratified Transferee is a company and the Governance Entity will, on the Settlement Date, hold all the issued shares in the Ratified

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Transferee and all rights to the issue of new shares in the Ratified Transferee; and

- (ii) the Ratified Transferee has been ratified by Ngaati Ruanui in accordance with this clause to receive title to the Commercial Redress Properties; and

8.4.2 the Crown has advised Ngaati Ruanui in writing that the Crown is satisfied that the Ratified Transferee is an appropriate Entity to receive title to the Commercial Redress Properties. The Parties intend that this advice should be provided by the Crown at the same time as the Crown provides advice to Ngaati Ruanui under **clause 3.3.1**.

Terms of transfer

8.5 Each transfer of a Commercial Redress Property by the Crown under **clause 8.3** or **8.4** (a "Settlement Transfer") will be subject to:

8.5.1 all Encumbrances set out in **Part 1** of the **Commercial Redress Schedule** in relation to that property (including any lease, tenancy, licence or occupancy arrangement granted with the prior consent of the Governance Entity under **paragraph 2.2** of **Part 2** of the **Commercial Redress Schedule**); and

8.5.2 the terms set out in **Part 2** of the **Commercial Redress Schedule**, which are to be treated as a separate agreement in respect of each Commercial Redress Property.

SETTLEMENT LEGISLATION IN RELATION TO FINANCIAL AND COMMERCIAL REDRESS

8.6 The Settlement Legislation must:

8.6.1 enable the Crown to sign transfers, and do everything else necessary, to give effect to the Crown's obligations under **clauses 8.3** to **8.5**;

8.6.2 provide that nothing in section 11 or Part X of the Resource Management Act 1991 applies to:

- (a) any Settlement Transfer; or
- (b) any matter incidental to, or required for the purpose of, a Settlement Transfer;

8.6.3 provide that a Settlement Transfer is a disposition for the purposes of Part IVA of the Conservation Act 1987, but that sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and

8.6.4 include such other provisions as are necessary or desirable for the Parties to give effect to this Part 8.

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RIGHT OF FIRST REFUSAL OVER RFR PROPERTIES

The Crown to provide an RFR Deed

- 8.7 The Crown must, by or on the Settlement Date, provide the Governance Entity with a deed:
- 8.7.1 in the form set out in **Part 3** of the **Commercial Redress Schedule** (the "RFR Deed"); and
 - 8.7.2 signed in duplicate by the Crown.

Signing of RFR Deed by Governance Entity

- 8.8 The Governance Entity must:
- 8.8.1 sign the RFR Deed in duplicate; and
 - 8.8.2 return one copy to the Crown by no later than 10 Business Days after the Settlement Date.

Terms of RFR Deed

- 8.9 The RFR Deed will:
- 8.9.1 relate to the RFR Area (being the area of land contained in SO Plan 14786 shown for the purposes of identification only on the map set out in **schedule 3** to the RFR Deed);
 - 8.9.2 be in force for a period of 50 years from the Settlement Date (the "RFR Period"); and
 - 8.9.3 have effect from the Settlement Date as if it had been validly signed by both the Crown and the Governance Entity on that date.

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9.1 PROTOCOLS AND INPUT TO GOVERNMENT

PROTOCOLS

Form of Protocols

9.1.1 The Crown must, by or on the Settlement Date, issue to the Governance Entity the protocols (the "Protocols"):

- (a) described in **clauses 9.1.2 to 9.1.13**; and
- (b) signed in each case by the relevant Minister.

DOC Protocol

9.1.2 The Minister of Conservation must issue to the Governance Entity on the Settlement Date a Protocol (the "DOC Protocol") that:

- (a) sets out how the Department of Conservation will, on a continuing basis, interact with the Governance Entity on the matters specified in that Protocol;
- (b) provides for Ngaati Ruanui's input into certain Department of Conservation processes in relation to the matters specified in the DOC Protocol;
- (c) includes provisions in relation to the management by the Department of Conservation of the Indigenous Species; and
- (d) is in the form set out in Part 1 of the **Cultural Redress Schedule**.

9.1.3 The Settlement Legislation will provide that:

- (a) the existence of the DOC Protocol (once issued and as amended from time to time) together with a summary of the terms of issue of the Protocol, must be noted in the conservation management strategies, conservation management plans and national park management plans affecting the DOC Protocol Area;
- (b) the noting of the DOC Protocol under **clause 9.1.3(a)**:
 - (i) is for the purpose of public notice only; and
 - (ii) is not an amendment to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and
- (c) the DOC Protocol does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora or fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.

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9.1.4 The DOC Protocol:

- (a) is consistent with section 4 of the Conservation Act 1987; and
- (b) does not override or diminish:
 - (i) the requirements of the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;
 - (ii) the functions and powers of the Minister of Conservation or the Department of Conservation under those Acts; or
 - (iii) the rights of Ngaati Ruanui under those Acts.

Fisheries Protocol

9.1.5 The Minister of Fisheries must issue to the Governance Entity on the Settlement Date a Protocol (the “**Fisheries Protocol**”) that:

- (a) sets out how the Ministry of Fisheries will interact with the Governance Entity in a way that will enable Ngaati Ruanui to provide input into the processes of the Ministry in relation to the matters specified in the Protocol; and
- (b) is in the form set out in Part 1 of the **Cultural Redress Schedule**.

9.1.6 The Settlement Legislation will provide that:

- (a) the existence of the Fisheries Protocol (once issued and as amended from time to time) and a summary of the terms of issue of the Protocol must be noted in fisheries plans affecting the Fisheries Protocol Area;
- (b) the noting of the Protocol under **clause 9.1.6(a)**:
 - (i) is for the purposes of public notice only; and
 - (ii) is not an amendment to the relevant plans for the purposes of section 11A of the Fisheries Act 1996; and
- (c) the Fisheries Protocol will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life and seaweed).

9.1.7 The Fisheries Protocol does not override or diminish the requirements of:

- (a) the Fisheries Legislation;
- (b) the functions and powers of the Minister of Fisheries or the Ministry of Fisheries under that legislation; or
- (c) the rights of Ngaati Ruanui under that legislation.

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Ministry of Economic Development Protocol

- 9.1.8 The Minister of Energy must issue to the Governance Entity on the Settlement Date a Protocol (the “MED Protocol”) that:
- (a) sets out how the Ministry will interact with the Governance Entity in relation to the matters specified in the Protocol; and
 - (b) is in the form set out in Part 1 of the Cultural Redress Schedule.
- 9.1.9 The Settlement Legislation will provide that the MED Protocol will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991 or any other relevant legislation.
- 9.1.10 The MED Protocol:
- (a) is consistent with section 4 of the Crown Minerals Act 1991; and
 - (b) does not override or diminish the requirements of:
 - (i) that Act;
 - (ii) the functions and powers of the Minister of Energy or the Ministry of Economic Development under that Act; or
 - (iii) the rights of Ngaati Ruanui under that Act.

Antiquities Protocol

- 9.1.11 The Minister for Arts, Culture and Heritage must issue to the Governance Entity a Protocol (the “Antiquities Protocol”) on the Settlement Date, in the form set out in Part 1 of the Cultural Redress Schedule, that sets out how the Ministry for Culture and Heritage will interact with the Governance Entity on the following matters:
- (a) newly found Artifacts;
 - (b) the export of Artifacts; and
 - (c) the Antiquities legislative framework.
- 9.1.12 The Settlement Legislation will provide that the Antiquities Protocol will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Antiquities or Artifacts managed or administered under the Antiquities Act 1975.
- 9.1.13 The Antiquities Protocol does not override or diminish:
- (a) the Antiquities Act 1975;
 - (b) the functions or powers of the Minister for Arts, Culture and Heritage or the Ministry for Culture and Heritage under that Act; or

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- (c) the rights of Ngaati Ruanui under that Act.

Authority to Issue, Amend or Cancel Protocols

9.1.14 The Settlement Legislation will provide that:

- (a) subject to **clause 9.1.14(b)(ii)**, the relevant Minister may issue a Protocol and may amend or cancel that Protocol; and
- (b) a Protocol may be amended or cancelled at the initiative of:
 - (i) the Governance Entity; or
 - (ii) the relevant Minister only after consulting with, and having particular regard to the views of, the Governance Entity.

Protocols Subject to Rights and Obligations

9.1.15 The Settlement Legislation will provide that the Protocols will not:

- (a) restrict the ability of the Crown to:
 - (i) perform its functions and duties, and exercise its powers, in accordance with the law and government policy; and
 - (ii) introduce legislation (including amending legislation) and change government policy; or
 - (iii) interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua;
- (b) detract from the responsibilities of the relevant Minister or Ministry; or
- (c) restrict the legal rights of Ngaati Ruanui.

Enforcement of Protocols

9.1.16 The Settlement Legislation will provide that:

- (a) the Crown must comply with its obligations under a Protocol as long as the Protocol is in force; and
- (b) if the Crown fails, without good cause, to comply with its obligations under a Protocol, the Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages, or any form of monetary compensation (other than any costs related to the bringing of proceedings awarded by a Court), from the Crown.

9.1.17 The provisions included in the Settlement Legislation under **clause 9.1.16** will not apply to any guidelines developed in relation to a Protocol.

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Breach of Protocols Not Breach of Deed

9.1.18 A failure by the Crown to comply with its obligations under a Protocol is not a breach of this Deed.

ADVISORY COMMITTEES TO MINISTERS

9.1.19 The Minister of Conservation must:

- (a) appoint the Governance Entity, from the Settlement Date, as an advisory committee under section 56 of the Conservation Act 1987; and
- (b) consult with, and have regard to the advice of, that advisory committee on matters concerning the management and conservation within the DOC Protocol Area by the Department of Conservation of indigenous fish and other aquatic life managed by the Department of Conservation .

9.1.20 The Minister of Fisheries must:

- (a) appoint the Governance Entity, from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Legislation within the Fisheries Protocol Area;
- (b) consider the advice of that advisory committee; and
- (c) recognise and provide for the customary non-commercial interests of Ngaati Ruanui in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within the Fisheries Protocol Area.

MONITORING THE PROVISIONS OF THE RESOURCE MANAGEMENT ACT 1991

9.1.21 The Crown must:

- (a) as soon as reasonably practicable after the Settlement Date, give the Governance Entity an opportunity to express to the Ministry for the Environment the views of Ngaati Ruanui on how the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 are being addressed in the Area of Interest; and
- (b) after the Settlement Date, through the Ministry for the Environment, monitor (in accordance with the functions of that Ministry under section 24 of the Resource Management Act 1991) the performance of local government in implementing the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 in the Area of Interest.

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PROTOCOLS WITH LOCAL GOVERNMENT AND OTHER AGENCIES

9.1.22 Ngaati Ruanui acknowledges that the Minister in Charge of Treaty Negotiations and the Minister for the Environment have written to the Taranaki Regional Council, the Stratford District Council and the South Taranaki District Council encouraging each council to enter into a protocol (or a similar document) in relation to the interaction between the relevant council and Ngaati Ruanui concerning the performance of the council's functions and obligations, and the exercise of its powers, in the Area of Interest.

9.1.23 Ngaati Ruanui acknowledges that the Minister of Conservation has written to:

- (a) the Taranaki/Wanganui Conservation Board encouraging that board to enter into a protocol (or a similar document) in relation to the interaction between that board and the Governance Entity concerning information exchange between that board and the Governance Entity; and
- (b) the Taranaki Fish and Game Council encouraging that council to enter into a protocol (or a similar document) in relation to the interaction between that council and the Governance Entity concerning matters of common interest (such as habitat management).

9.2 OWNERSHIP AND ACCESS TO PROPERTIES

CULTURAL REDRESS PROPERTIES

Vesting of Cultural Redress Properties

9.2.1 Each Cultural Redress Property (being the properties set out in Part 2 of the Cultural Redress Schedule) will vest in the Governance Entity:

- (a) as Redress and without charge to, or consideration to be provided by, the Governance Entity or any other person; and
- (b) subject to all encumbrances set out in Part 2 of the Cultural Redress Schedule that relate to that property.

Settlement Date

9.2.2 The Settlement Legislation will provide that all the steps outlined in clauses 9.2.3 to 9.2.11 (except clause 9.2.5) will take place on, and with effect from, the Settlement Date.

Turuturu Mokai Site

9.2.3 The Settlement Legislation will provide:

- (a) for the revocation of the reservation of Turuturu Mokai Historic Reserve described in Part 2 of the Cultural Redress Schedule (the "Turuturu Mokai Site") as a historic reserve subject to section 18 of the Reserves Act 1977; and

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- (b) that the fee simple estate in the Turuturu Mokai Site vests in the Governance Entity, subject to the Governance Entity entering into by the Settlement Date the easement referred to in **clause 9.2.4**.

9.2.4 The Governance Entity must, by the Settlement Date, enter into an easement in favour of the South Taranaki District Council in the form set out in **Part 3** of the **Cultural Redress Schedule** to provide for public access (without fees or monetary compensation) to the cairn on the Turuturu Mokai Site.

9.2.5 Ngaati Ruanui acknowledge that Ngaati Ruanui intend that:

- (a) subject to appropriate legal arrangements and protections being in place, the fee simple estate in the Turuturu Mokai Site will be vested in Ngati Tupaia hapu, or a body representing that hapu, after the Settlement Date; and
- (b) the public should have access to the whole of the Turuturu Mokai Site on at least some days during a year as the public has an interest in the Turuturu Mokai Site.

Pukemoko Pa Site

9.2.6 The Settlement Legislation will provide:

- (a) for the revocation of the reservation of that part of the Otoki Gorge Scenic Reserve described in **Part 2** of the **Cultural Redress Schedule** ("**Pukemoko Pa Site**") as a scenic reserve subject to section 19 of the Reserves Act 1977; and
- (b) that the fee simple estate in the Pukemoko Pa Site vests in the Governance Entity.

Whakaahurangi Marae Site

9.2.7 The Settlement Legislation will provide:

- (a) for the revocation of the reservation of Whakaahurangi Marae described in **Part 2** of the **Cultural Redress Schedule** (the "**Whakaahurangi Marae Site**") as a local purpose reserve subject to section 23 of the Reserves Act 1977; and
- (b) that the fee simple in Whakaahurangi Marae Site vests in the Governance Entity.

Kaikura Site

9.2.8 The Settlement Legislation will provide that:

- (a) the Kaikura Conservation Area described in **Part 2** of the **Cultural Redress Schedule** (the "**Kaikura Site**") is to cease to be a conservation area under the Conservation Act 1987;
- (b) when the Kaikura Site ceases to be a conservation area, the fee simple estate in the Kaikura Site vests in the Governance Entity; and

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- (c) the vesting of the Kaikura Site under **clause 9.2.8(b)** is free from the requirement under **Part IVA** of the Conservation Act 1987 to reserve a marginal strip.

9.2.9 The Crown acknowledges, to avoid doubt, that all rights the Crown has to ownership of the lake bed of Lake Kaikura, as a consequence of the Crown's ownership of the Kaikura Site, will transfer to the Governance Entity when the Kaikura Site vests in the Governance Entity under **clause 9.2.8(b)**.

Maben Site

9.2.10 The Settlement Legislation will provide that:

- (a) the Maben Conservation Area described in **Part 2** of the **Cultural Redress Schedule** (the "**Maben Site**") is to cease to be a conservation area under the Conservation Act 1987;
- (b) when the Maben Site ceases to be a conservation area, the fee simple estate in the Maben Site vests in the Governance Entity; and
- (c) the vesting of the Maben Site under **clause 9.2.10(b)** is free from the requirement under **Part IVA** of the Conservation Act 1987 to reserve a marginal strip;
- (d) the vesting of the fee simple estate in the Maben Site in the Governance Entity is subject to the Governance Entity entering into, by the Settlement Date, an easement in favour of Taranaki Generation Limited in the form set out in **Part 3** of the **Cultural Redress Schedule**.

Tarere Site

9.2.11 The Settlement Legislation will provide that:

- (a) the part of the Tarere Conservation Area described in **Part 2** of the **Cultural Redress Schedule** (the "**Tarere Site**") ceases to be a conservation area under the Conservation Act 1987; and
- (b) when the Tarere Site ceases to be a conservation area, the fee simple estate in the Tarere Site vests in the Governance Entity.

CONTROL AND MANAGEMENT OF RESERVES

Governance Entity to be treated as Administering Body

9.2.12 The Settlement Legislation will provide for the Governance Entity to be treated as an administering body for the purposes of the Reserves Act 1977.

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Makino Scenic Reserve

9.2.13 The Settlement Legislation will provide that the Makino Scenic Reserve as described in Part 2 of the **Cultural Redress Schedule** vests in the Governance Entity to hold and administer as a scenic reserve under section 26 of the Reserves Act 1977 and subject to section 19(1)(a) of that Act.

OTHER PROVISIONS RELATING TO CULTURAL REDRESS PROPERTIES

Determination of Boundaries

9.2.14 Where the boundaries of any Cultural Redress Property have not been determined, the Crown will, at its cost, arrange for the relevant property to be surveyed and for a survey plan to be prepared and deposited.

Costs of Vesting

9.2.15 The Crown will pay for all costs required in order to vest the Cultural Redress Properties in the Governance Entity.

Issue of Certificate of Title

9.2.16 The Settlement Legislation will provide that:

- (a) where the fee simple estate in a Cultural Redress Property is vested in the Governance Entity, and that Cultural Redress Property is land which is registered under the Land Transfer Act 1952, the Registrar-General of Land must on written application by any person authorised by the Chief Executive of Land Information New Zealand:
 - (i) register the Governance Entity as the proprietor of the fee simple estate in that Cultural Redress Property in substitution for the Crown; and
 - (ii) make such entries in the register and on any outstanding documents of title, and generally do all such things, as may be necessary to give effect to **clauses 9.2.1 to 9.2.13**; and
- (b) where the fee simple estate in a Cultural Redress Property is vested in the Governance Entity, and that Cultural Redress Property is land other than land registered under the Land Transfer Act 1952, the Registrar-General of Land must, on written application by any person authorised by the Chief Executive of Land Information New Zealand, issue a certificate of title for the fee simple estate in that Cultural Redress Property under the Land Transfer Act 1952 subject to, and with the benefit of, any encumbrances that are registrable or notifiable and are described in the written application.

Issue of Certificate of Title as soon as Reasonably Practicable

9.2.17 The Settlement Legislation will provide that, where a certificate of title for a Cultural Redress Property must be issued under **clause 9.2.16(b)**:

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- (a) the person authorised by the Chief Executive of Land Information New Zealand must make written application under **clause 9.2.16(b)** as soon as reasonably practicable after the Settlement Date; and
- (b) the Registrar-General of Land must issue that certificate of title as soon as reasonably practicable after the person authorised by the Chief Executive of Land Information New Zealand makes application under **clause 9.2.16(b)** and, in any event, no later than 24 months after the vesting of the relevant Cultural Redress Property in the Governance Entity (or such later date as may be agreed in writing by the Governance Entity and the Crown).

Settlement Legislation

9.2.18 The Settlement Legislation will provide that:

- (a) the following will vest in the Crown as Crown land, and be subject to section 82 of the Reserves Act 1977, when, under the Settlement Legislation, their reserve classification is revoked and before they are vested in the Governance Entity under that Settlement Legislation, namely:
 - (i) that part of the the Turuturu Mokai Site that **Part 2 of the Cultural Redress Schedule** identifies the Crown as the previous proprietor;
 - (ii) the Pukemoko Pa Site; and
 - (iii) the Whakaahurangi Site;
- (b) sections 24 and 25 of the Reserves Act 1977 will not apply to a revocation of the reserve classification of a Cultural Redress Property vested in the Governance Entity;
- (c) section 11 and Part X of the Resource Management Act 1991 will not apply to the vesting or transfer of the fee simple estate in a Cultural Redress Property in the Governance Entity, or anything incidental to, or required for the purposes of, any such vesting;
- (d) sections 10 and 11 of the Crown Minerals Act 1991 are not affected by the vesting of a Cultural Redress Property; and
- (e) the vesting in the Governance Entity of a fee simple estate in a Cultural Redress Property is a disposition for the purposes of Part IVA of the Conservation Act 1987, but sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;

and will contain such other provisions as are necessary or desirable to the Parties to give effect to **clauses 9.2.1 to 9.2.25**.

Successors Bound

9.2.19 The Settlement Legislation will provide that:

- (a) where the fee simple estate in a Cultural Redress Property is vested in the Governance Entity, the terms on which that Cultural Redress Property is

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vested will bind any successor in title to that Cultural Redress Property unless the Crown and the Governance Entity agree otherwise; and

- (b) the Registrar-General of Land, upon issue of a certificate of title of any Cultural Redress Property or upon noting the vesting of any Cultural Redress Property in the Governance Entity, will make a notification upon it to record the provisions contained in **clause 9.2.19(a)**.

Warranty

9.2.20 The Crown warrants to the Governance Entity that the Disclosure Information in relation to the Cultural Redress Properties is all the material information that relates to the Cultural Redress Properties contained in the Crown's records as owner but this warranty does not extend to information which may be apparent from a physical inspection of the Cultural Redress Properties or an enquiry beyond the Crown's records as owner.

Acknowledgement by Ngaati Ruanui

9.2.21 Ngaati Ruanui acknowledge and agree that, other than as set out in **clause 9.2.20**, no representation or warranty is given, whether express or implied, and nor is any responsibility accepted, by the Crown, with respect to:

- (a) the completeness or accuracy of the Disclosure Information;
- (b) the physical condition of the Cultural Redress Properties;
- (c) the compliance or otherwise of the Cultural Redress Properties with any statutes, regulations, by-laws or any powers, rights and obligations under them, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Cultural Redress Properties; or
- (d) any other matter relating to the ownership, occupation, use or management of the Cultural Redress Properties.

Acknowledgement by Ngaati Ruanui and the Crown

9.2.22 The Parties acknowledge and record that, prior to the Date of this Deed, Ngaati Ruanui had the opportunity to inspect the Cultural Redress Properties and satisfy itself as to the state and condition of the Cultural Redress Properties.

Cultural Redress Properties to Vest in their State and Condition as at the Date of this Deed

9.2.23 The Parties agree that the Cultural Redress Properties are to be vested in substantially the same state and condition as at the Date of this Deed and that subject to the Crown complying with **clause 9.2.24**, Ngaati Ruanui:

- (a) will have no future recourse, claim or action against the Crown; and
- (b) will not seek future recompense from the Crown, in relation to the state or condition of the Cultural Redress Properties.

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Crown to Maintain Condition

9.2.24 The Crown must, between the Date of this Deed and the Settlement Date, maintain and administer the Cultural Redress Properties (other than those which are not administered by the Crown):

- (a) in substantially the same state and condition as at the Date of this Deed (subject to events beyond the control of the Crown); and
- (b) in accordance with its existing management and administration of the Cultural Redress Properties.

Access

9.2.25 Ngaati Ruanui acknowledge that no formal arrangements for access by Ngaati Ruanui to the Cultural Redress Properties following the vesting of them in the Governance Entity will be made by the Crown or under the Settlement Legislation except as provided for in this Deed.

Not Conditional

9.2.26 Clause 11.1 (which provides that this Deed is conditional) does not apply to clauses 9.2.14, 9.2.15 and 9.2.24.

REHU VILLAGE SITE

9.2.27 The Crown must, if a settlement of the historical claims of Nga Rauru becomes unconditional within 5 years from the date this Deed becomes unconditional, include, in legislation proposed for introduction to implement the settlement of the historical claims of Nga Rauru (the "Nga Rauru Settlement Legislation"), provision for the Rehu Village Conservation Area described in Part 4 of the Cultural Redress Schedule (the "Rehu Village Site") to be transferred to an entity (the "Approved Transferee") approved in writing by:

- (a) the Governance Entity; and
- (b) the governance entity to receive the settlement redress from the Crown for Nga Rauru (the "Nga Rauru Governance Entity").

9.2.28 The Crown's obligation under clause 9.2.27 to include in the Nga Rauru Settlement Legislation provision for the transfer of the Rehu Village Site is subject to:

- (a) the Governance Entity and the Nga Rauru Governance Entity agreeing to the transfer to the Approved Transferee; and
- (b) the Approved Transferee granting an easement in favour of Taranaki Generation Limited (or its successor) in a form agreed by the Governance Entity, the Nga Rauru Governance Entity and Taranaki Generation Limited (or its successor) in relation to Taranaki Generation Limited (or its successor) for:

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- (i) storing water on, and releasing water from, the Rehu Village Site; and
- (ii) accessing that site, and undertaking activities that may be reasonably necessary, for that purpose.

9.2.29 Ngaati Ruanui acknowledge that:

- (a) if the conditions set out in **clauses 9.2.27 and 9.2.28** are not met in accordance with any date specified in the relevant clause, the Crown is not obliged to transfer the Rehu Village Site to the Governance Entity, Ngaati Ruanui, the Nga Rauru Governance Entity or Nga Rauru; and
- (b) if the Crown is not obliged to transfer the Rehu Village Site in accordance with **clause 9.2.27**, Ngaati Ruanui has no expectation of receiving, or right to receive, any other Cultural Redress in its place.

UKAIPO ENTITLEMENTS

Creation and Granting of Ukaipo Entitlements

9.2.30 The Settlement Legislation will provide:

- (a) for the creation by the Crown and granting to the Governance Entity of renewable entitlements ("**Ukaipo Entitlements**") over the Ukaipo Sites which meet the criteria set out in **clause 9.2.31**;
- (b) for Ukaipo Entitlements to be created for the purpose of permitting Members of Ngaati Ruanui to occupy temporarily and exclusively the Ukaipo Sites on a non-commercial basis so as to have access to the Waterways for lawful fishing and lawful gathering of other natural resources in the vicinity;
- (c) for the grant of Ukaipo Entitlements over each Ukaipo Site described in **Part 5 of the Cultural Redress Schedule**, in the form set out in **Part 6 of the Cultural Redress Schedule**, for an initial term of ten years with effect from the Settlement Date;
- (d) for the Ukaipo Entitlements to be renewed for further terms of ten years, unless terminated under the terms of the Ukaipo Entitlement;
- (e) that section 11 and **Part X** of the Resource Management Act 1991 will not apply to the granting of an Ukaipo Entitlement;
- (f) that **Part IIIB** of the Conservation Act 1987 will not apply to the granting of an Ukaipo Entitlement;
- (g) that the granting of an Ukaipo Entitlement under this **clause 9.2.30** must be notified by the Land Holding Agent in the *New Zealand Gazette*; and
- (h) that the Chief Surveyor must note:
 - (i) the granting of an Ukaipo Entitlement under this **clause 9.2.30**; and

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- (ii) the notice in the *New Zealand Gazette* published under **paragraph (g)** of this clause,
- in his or her records.

Criteria for Ukaipo Sites

9.2.31 Each Ukaipo Site must be land:

- (a) which is not a national park, a marginal strip, a nature reserve, an esplanade reserve, a scientific reserve or any part of an unformed road (including a road reserve) within 20 metres of a Waterway;
- (b) which is already in Crown ownership;
- (c) of approximately 1 hectare in area and suitable for temporary occupation;
- (d) situated sufficiently close to a Waterway to permit convenient access to the Waterway (normally land adjacent to a marginal strip or esplanade reserve or similar strip bordering the Waterway);
- (e) to which practical and legal access exists;
- (f) where the existing practices and patterns of public use at the time the Ukaipo Entitlement is to be created would not be unreasonably impaired by the granting of an Ukaipo Entitlement; and
- (g) where the location of the Ukaipo Site will not unreasonably exclude public access to any Waterway.

Rights attaching to Ukaipo Entitlements

9.2.32 The Settlement Legislation will provide that:

- (a) the Governance Entity will have the right to temporarily occupy each Ukaipo Site to the exclusion of any other persons (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the land) for up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive);
- (b) the Governance Entity will have the right to erect camping shelters or similar temporary dwellings during the period or periods that the right to temporarily occupy the Ukaipo Sites is being exercised, provided that the Governance Entity will be obliged to remove such camping shelters or temporary dwellings at any time that the right to temporarily occupy the Ukaipo Site is not being exercised and to leave the Ukaipo Site in substantially the same condition it was in at the beginning of the period in each year when temporary occupation may commence except for temporary effects normally associated with this type of occupation;
- (c) despite **clause 9.2.32(b)**, but subject to **clauses 9.2.32(d) to (g)** and **clause 9.2.33(c)**, the Governance Entity may, with the consent of the Land Holding Agent, undertake such further activities on the Ukaipo Site which may be

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reasonably necessary to enable the Ukaipo Site to be used for the purposes set out in **clause 9.2.30(b)**;

- (d) the giving of consent by the Land Holding Agent under **clause 9.2.32(c)** will be completely at his or her discretion and subject to such conditions as he or she thinks fit;
- (e) where an Ukaipo Site is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, the Land Holding Agent may, in considering whether to give consent under **clause 9.2.32(c)**, require an environmental impact report in relation to the proposed activities, and an audit of that report, at the expense of the Governance Entity, and impose reasonable conditions to avoid, remedy or mitigate any adverse effects of the activity on the Ukaipo Site and the surrounding land or on any wildlife;
- (f) when applying for any consent under **clause 9.2.32(c)** the Governance Entity will provide to the Land Holding Agent details of the proposed activity, including but not limited to:
 - (i) the effect of the activities on the Ukaipo Site and, where the Ukaipo Site is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife; and
 - (ii) any proposed measures by the Governance Entity to avoid, remedy or mitigate any adverse effect; and
- (g) if the Crown has complied with its obligations under the Ukaipo Entitlement, it shall not be obliged to compensate the Governance Entity for any activities undertaken by the Governance Entity under **clause 9.2.32(c)**, whether on termination of the Ukaipo Entitlement or at any other time.

Obligations relating to Ukaipo Entitlements

9.2.33 The Settlement Legislation will provide that:

- (a) the existence and exercise of the Ukaipo Entitlements will not:
 - (i) impede public access along any Waterway; or
 - (ii) restrict the Crown's right to alienate either the Ukaipo Site or land adjacent to the Ukaipo Site or adjacent to the Waterway next to which the Ukaipo Site is situated;
- (b) if the Crown alienates or changes the classification or status of land adjacent to the Ukaipo Site with the result that lawful access to the Ukaipo Site no longer exists, the Crown must, subject to its obligations to comply with any statutory requirements, ensure that the Governance Entity continues to have the same type of access to the Ukaipo Site as existed prior to such alienation or change of classification or status, unless and until the Ukaipo Entitlement over that Ukaipo Site is terminated under **clause 9.2.38**;
- (c) the Governance Entity, and the activities carried on by the Governance Entity on the Ukaipo Sites (including any work undertaken on the Ukaipo

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Sites under **clause 9.2.32(c) to (g)** will be subject to all laws, bylaws and regulations and land and water management practices relating to the Ukaipo Sites including the need, as required, to apply for a Resource Consent under the Resource Management Act 1991;

- (d) in carrying out land and water management and practices relating to an Ukaipo Site, the Land Holding Agent must have regard to the existence of the Ukaipo Entitlement and accordingly will notify the Governance Entity of any activity which may affect the Governance Entity and will avoid unreasonable disruption to the Governance Entity;
- (e) subject to **clause 9.2.33(d)**, the Ukaipo Entitlement may be suspended at any time at the discretion of the Land Holding Agent, after consulting with the Governance Entity and having particular regard to its views, if it is thought necessary to do so for reasons of management in accordance with the purposes for which the land is held. If an Ukaipo Entitlement is suspended, the rights under that Ukaipo Entitlement may be exercised by the Governance Entity outside the entitlement period described in **clause 9.2.32(a)** for a time equal to the period of suspension;
- (f) the rights of the Governance Entity under the Ukaipo Entitlements are not assignable;
- (g) while the Governance Entity is occupying an Ukaipo Site, the Governance Entity will have rights of enforceability of the Ukaipo Entitlement against a person who is not a party to this Deed as if it were the owner of the Ukaipo Site; and
- (h) Ukaipo Entitlements will be subject to:
 - (i) such terms and conditions as the Crown may reasonably require to give effect to **clauses 9.2.30 to 9.2.41**, and
 - (ii) such variation as may be agreed by the Land Holding Agent and the Governance Entity to the provisions of **clause 9.2.32**;

which are contained in each particular Ukaipo Entitlement.

Crown not obliged to enforce

9.2.34 The Governance Entity and the Crown agree that the Crown is not obliged to enforce the rights of the Governance Entity under an Ukaipo Entitlement against any person who is not a party to this Deed, on behalf of the Governance Entity.

Section 44 Reserves Act 1977 not to apply

9.2.35 The Settlement Legislation will provide that section 44 of the Reserves Act 1977 will not apply to Ukaipo Entitlements which are created over land held under that Act.

Rating Powers Act 1988

9.2.36 The Settlement Legislation will provide confirmation that the grant of the Ukaipo Entitlements will not make the Ukaipo Sites rateable for the purposes of sections 4(1)(a) or (b) of the Rating Powers Act 1988.

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Service charges

9.2.37 The Settlement Legislation will provide that each Ukaipo Site is deemed to be rateable property for the purpose of section 7 of the Rating Powers Act 1988 and will provide that the Governance Entity will pay rates, charges and fees payable under that section of the Rating Powers Act 1988 in respect of the Ukaipo Sites in proportion to the period for which the Governance Entity is entitled to occupy the Ukaipo Sites under **clause 9.2.32**.

Termination of Ukaipo Entitlements

9.2.38 The Settlement Legislation will provide:

- (a) that the Crown may terminate an Ukaipo Entitlement by giving written notice to the Governance Entity if:
 - (i) during the term of the Ukaipo Entitlement the Crown alienates the Ukaipo Site in relation to it;
 - (ii) the Ukaipo Site in relation to it is destroyed or permanently detrimentally affected by any natural cause;
 - (iii) the Ukaipo Entitlement provides that the Ukaipo Site in relation to it is on reserve land which may be required for the specific purpose for which it was originally set apart as a reserve, and that land becomes so required, or it is an unformed legal road which becomes formed; or
 - (iv) subject to **clause 9.2.33(b)**, lawful access to the Ukaipo Site in relation to it no longer exists;
- (b) the Governance Entity and the Crown may terminate the Ukaipo Entitlement by agreement in writing;
- (c) on termination of an Ukaipo Entitlement, unless the fee simple estate in the Ukaipo Site in relation to it is to be vested in the Governance Entity, the Crown will take reasonable steps to grant a replacement Ukaipo Entitlement over another site meeting the criteria set out in **clause 9.2.31** and identified under similar processes used by the Parties for identification of Ukaipo Sites prior to entry into this Deed;
- (d) if the Governance Entity defaults in performing any of its obligations under the Ukaipo Entitlement, and such default is capable of remedy, the Crown may give written notice to the Governance Entity specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the circumstances);
- (e) unless within 41 Business Days after the giving of notice under **clause 9.2.38(d)** the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice given under **clause 9.2.38(d)** the Crown may immediately terminate the Ukaipo Entitlement by notice in writing to the Governance Entity;

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- (f) if the default is not one which is capable of remedy the Crown may immediately terminate the Ukaipo Entitlement by notice in writing to the Governance Entity; and
- (g) on termination of the Ukaipo Entitlement under clause 9.2.38(e) or clause 9.2.38(f) the Governance Entity is entitled to apply to the Minister of Maori Affairs for a replacement Ukaipo Entitlement meeting the criteria set out in clause 9.2.31 after the expiry of two years from the date of termination of the Ukaipo Entitlement.

Purposes of creation of Ukaipo Entitlements

9.2.39 The Settlement Legislation will provide that, without limiting clauses 9.2.40 or 9.2.41, the creation of the Ukaipo Entitlements under clauses 9.2.30 to 9.2.41 will be for the sole purpose of permitting the Governance Entity to allow Members of Ngaati Ruanui to temporarily occupy land close to Waterways, as provided in clause 9.2.30(b).

Rights not affected

9.2.40 The Settlement Legislation will provide that, except as expressly provided in clauses 9.2.30 to 9.2.41, the existence of the Ukaipo Entitlements will not affect the lawful rights or interests of any person who is not a party to this Deed.

Limitation of rights

9.2.41 The Settlement Legislation will provide that, except as expressly provided in clauses 9.2.30 to 9.2.41, the existence of the Ukaipo Entitlements will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever, relating to any of the Ukaipo Sites.

Possible Ukaipo Entitlement from South Taranaki District Council

9.2.42 The Parties acknowledge that discussions are continuing between Ngaati Ruanui and the South Taranaki District Council regarding the creation of camping entitlements similar in nature to an Ukaipo Entitlement, on terms to be agreed between these parties, over appropriate areas.

9.3 ASSOCIATION WITH CERTAIN AREAS IN THE AREA OF INTEREST

TAKI POIPOIIA O NGAATI RUANUI

Introduction

9.3.1 The following is a brief explanation provided by Ngaati Ruanui of the significance of a Taki Poipoia to Ngaati Ruanui. It does not affect the interpretation of this Deed.

- (a) *Taki Poipoia refers to Waahi Tapu or places of spiritual significance.*
- (b) *The beliefs of the ancestors of Ngaati Ruanui were similar to the Rehuatanga interpretation of both the natural and spiritual perceptions of the world and its origins.*

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- (c) *Those ancestors believed that all entities in the universe have a spirit, "taha wairua", life principle/intelligence, "mauri/taha hinengaro", and a physical body, "taha tinana". When a person dies, the person's body is buried in Papatuanuku and the person's wairua returns to Te Matuakore.*
- (d) *The Creation story of the Maori begins with Te Matuakore, the Creator. Te Matuakore was a spiritual entity ("taha wairua"), very tapu or very sacred, and to be treated with fear and respect.*
- (e) *Taki Poipoiia, or Waahi Tapu, are the places of spiritual significance which are generally associated with the "taha wairua" aspects of lives. The reverence and fear accorded to Te Matuakore naturally transferred to all things spiritual.*
- (f) *The following matters are considered as Taki Poipoiia, Waahi Tapu or places of spiritual significance:*
 - (i) *waterfalls, identified as entrances to Rarohenga (death and afterworld);*
 - (ii) *springs and sources of significant rivers (koha from the Atua Papatuanuku), for example, Wai-Ariki;*
 - (iii) *burial grounds (death);*
 - (iv) *places of prayer, nga tuaahu (koha/karakia to nga Atua);*
 - (v) *battle grounds, especially where people have been killed (death);*
 - (vi) *areas set aside for burial of afterbirths or still born babies (death);*
 - (vii) *areas set aside for higher forms of learning (knowledge obtained from one of nga Atua, Tane o te Wanaanga, a spiritual entity);*
 - (viii) *places set aside for all forms of ritual practices (karakia to nga Atua); and*
 - (ix) *places of geographical significance (named after ancestors or historical events).*

Declaration as Taki Poipoiia o Ngaati Ruanui

9.3.2 The Settlement Legislation will provide for the area described in Part 7 of the Cultural Redress Schedule to be declared as a Taki Poipoiia o Ngaati Ruanui.

Description of Ngaati Ruanui Values

9.3.3 The Settlement Legislation will describe and acknowledge Ngaati Ruanui Values in relation to the Taki Poipoiia o Ngaati Ruanui as set out in Part 8 of the Cultural Redress Schedule.

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Actions by Minister of Conservation in Relation to Taki Poipoiia o Ngaati Ruanui

9.3.4 The Settlement Legislation will enable the Governance Entity and the Crown to agree from time to time upon, and publicise, specific principles which are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Ngaati Ruanui Values in relation to the Taki Poipoiia o Ngaati Ruanui (the "Protection Principles").

Gazetting of Specific Principles

9.3.5 Ngaati Ruanui and the Crown agree that the Protection Principles set out in Part 8 of the Cultural Redress Schedule, and any changes to the principles agreed between the Crown and the Governance Entity, will be:

- (a) the Protection Principles for the purposes of clause 9.3.4; and
- (b) notified by the Minister of Conservation in the *New Zealand Gazette*.

New Zealand Conservation Authority or Conservation Boards to Have Particular Regard to Ngaati Ruanui Values

9.3.6 The Settlement Legislation will provide that when the New Zealand Conservation Authority or any Conservation Board approves or otherwise considers any national park management plan, conservation management strategy or conservation management plan (a "Conservation Document"), or general policy in respect of the Taki Poipoiia o Ngaati Ruanui, it must have particular regard to:

- (a) Ngaati Ruanui Values in respect of the Taki Poipoiia o Ngaati Ruanui; and
- (b) any Protection Principles agreed between the Governance Entity and the Crown from time to time under clause 9.3.4.

New Zealand Conservation Authority and Relevant Conservation Board to Consult with the Governance Entity

9.3.7 The Settlement Legislation will provide that the New Zealand Conservation Authority or relevant Conservation Board must consult with the Governance Entity and have particular regard to its views as to the effect of any Conservation Document on Ngaati Ruanui Values in respect of the Taki Poipoiia o Ngaati Ruanui.

Notification of Taki Poipoiia o Ngaati Ruanui

9.3.8 The Settlement Legislation will provide:

- (a) that the declaration of the Taki Poipoiia o Ngaati Ruanui under clause 9.3.2 must be identified and described in the relevant Conservation Documents;
- (b) that the initial identification and description of the Taki Poipoiia o Ngaati Ruanui in a Conservation Document is for the purpose of public notice only and is not an amendment to the Conservation Document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and

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- (c) that the declaration of the Taki Poipoiia o Ngaati Ruanui will be notified by the Minister of Conservation in the *New Zealand Gazette*.

Actions by Director-General

9.3.9 The Settlement Legislation will provide:

- (a) that the Director-General, on notification by the Minister of Conservation in the *New Zealand Gazette* of the Protection Principles shall, subject to clauses 9.3.9(b) to (d), take action in relation to such principles;
- (b) that the Crown, through the Director-General, retains a complete discretion to determine the method and extent of the action referred to in clause 9.3.9(a);
- (c) that the Crown, through the Director-General, must notify the Governance Entity of what action it intends to take under clauses 9.3.9(a) and (b);
- (d) that, if requested in writing by the Governance Entity, the Director-General must not take action in respect of the Protection Principles to which the request relates;
- (e) that without limiting clause 9.3.9(b) the Director-General, after consultation with the Conservation Boards affected, may initiate an amendment of any relevant Conservation Document to incorporate objectives relating to Protection Principles including a recommendation to make bylaws or promulgate regulations;
- (f) that any amendment initiated under clause 9.3.9(e) is an amendment for the purposes of section 171(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980, as the case may be;
- (g) in respect of the Taki Poipoiia o Ngaati Ruanui, for the power for the Crown to make by-laws, or promulgate regulations, or issue Orders in Council:
 - (i) to implement the objectives of any relevant Conservation Document;
 - (ii) to prescribe conditions of behaviour and activities by the public on the Taki Poipoiia o Ngaati Ruanui; and
 - (iii) for the enforcement of any such prohibitions or conditions; and
- (h) that the Director-General may, at his or her discretion, notify any action intended to be taken under this clause 9.3.9 in the *New Zealand Gazette*.

Notification of Actions by Director-General

- 9.3.10 The Crown confirms that the actions set out in Part 8 of the **Cultural Redress Schedule** are actions which the Director-General has in his or her discretion determined to take, and which will be notified by the Director-General in the *New Zealand Gazette*.

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Existing Classification of Taki Poipoiia o Ngaati Ruanui

9.3.11 The Settlement Legislation will provide that, notwithstanding the declaration or revocation of the Taki Poipoiia o Ngaati Ruanui, the purpose or classification of the area in which the Taki Poipoiia o Ngaati Ruanui is located as a national park, reserve, or conservation area is not overridden.

Termination of Taki Poipoiia o Ngaati Ruanui

9.3.12 The Settlement Legislation will provide that:

- (a) if:
 - (i) the Governance Entity and the Crown agree in writing that Taki Poipoiia o Ngaati Ruanui status as provided by the Settlement Legislation is no longer appropriate in respect of the particular site or part of it;
 - (ii) the particular site or part of it that has been declared as a Taki Poipoiia o Ngaati Ruanui is disposed of by the Crown; or
 - (iii) the responsibility for managing the particular site or part of it that has been declared as a Taki Poipoiia o Ngaati Ruanui is transferred to a different ministerial portfolio or Department;

the Governor-General may, on the recommendation of the Minister of Conservation, by Order in Council declare that the area previously declared as a Taki Poipoiia o Ngaati Ruanui is no longer a Taki Poipoiia o Ngaati Ruanui for the purposes of the Settlement Legislation; and

- (b) if either of the events specified in **clauses 9.3.12(a)(ii) and (iii)** occurs or there is a change in the applicable statutory management regime over the particular site or part of it that has been declared as a Taki Poipoiia o Ngaati Ruanui, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of that particular site or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

9.3.13 The Parties acknowledge that the termination of the Taki Poipoiia o Ngaati Ruanui for the purposes of the Settlement Legislation does not affect the cultural significance to Ngaati Ruanui of the area to which that Taki Poipoiia o Ngaati Ruanui relates.

Purpose of Declaration as a Taki Poipoiia o Ngaati Ruanui

9.3.14 The Settlement Legislation will provide that, without limiting **clauses 9.3.4 to 9.3.16**, the declaration of the area as a Taki Poipoiia o Ngaati Ruanui under **clause 9.3.2** and the acknowledgement of Ngaati Ruanui Values in respect of that area in **clause 9.3.3** will be for the following purposes only:

- (a) an agreement on Protection Principles under **clause 9.3.4**;

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- (b) that the New Zealand Conservation Authority and the relevant Conservation Board will be required to have particular regard to Ngaati Ruanui Values and those Protection Principles, as provided in **clauses 9.3.6 and 9.3.7**; and
- (c) the taking of action in respect of such Protection Principles as provided in **clause 9.3.9**.

Exercise of Powers, Duties and Functions

9.3.15 The Settlement Legislation will provide that, except as expressly provided in **clauses 9.3.2 to 9.3.16**:

- (a) neither the declaration of the Taki Poipoiia o Ngaati Ruanui under **clause 9.3.2**, nor the acknowledgement of Ngaati Ruanui Values in **clause 9.3.3**, will affect or may be taken into account in the exercise of any power, duty or function by any person under any legislation; and
- (b) without limiting **clause 9.3.15(a)**, no person, in considering any matter or making any decision or recommendation under any legislation may give any greater or lesser weight to Ngaati Ruanui Values than that person would give under the relevant legislation if no Taki Poipoiia o Ngaati Ruanui had been declared and no Ngaati Ruanui Values acknowledged.

Rights Not Affected

9.3.16 The Settlement Legislation will provide that, except as expressly provided in **clauses 9.3.2 to 9.3.16**, neither the declaration of the Taki Poipoiia o Ngaati Ruanui under **clause 9.3.2**, nor the acknowledgement of Ngaati Ruanui Values made in **clause 9.3.3**, will affect the lawful rights or interests of any person who is not a party to this Deed.

Limitation of Rights

9.3.17 The Settlement Legislation will provide that, except as expressly provided in **clauses 9.3.2 to 9.3.16**, neither the declaration of the Taki Poipoiia o Ngaati Ruanui under **clause 9.3.2**, nor the acknowledgement of Ngaati Ruanui Values made in **clause 9.3.3**, will have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Taki Poipoiia o Ngaati Ruanui.

STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

STATUTORY ACKNOWLEDGEMENTS

Provision of Statutory Acknowledgements by Crown

9.3.18 The Crown agrees that it will make Statutory Acknowledgements in the Settlement Legislation relating to the Statutory Areas, which will comprise:

- (a) the descriptions of the Statutory Areas set out in **Table 1 of Part 9 of the Cultural Redress Schedule**;

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- (b) the texts of the statements by Ngaati Ruanui of the particular cultural, spiritual, historic, and traditional association of Ngaati Ruanui with the Statutory Areas as set out in **Part 10 of the Cultural Redress Schedule**;
- (c) an acknowledgement by the Crown of Ngaati Ruanui's statement of association with those Statutory Areas;
- (d) a statement of the purposes of the Statutory Acknowledgements as described in **clause 9.3.19**;
- (e) a statement of the limitations on the effect of the Statutory Acknowledgement as provided in **clauses 9.3.39 to 9.3.41**; and
- (f) a statement that the existence of a Statutory Acknowledgement does not prevent the Crown from providing a Statutory Acknowledgement in respect of the relevant Statutory Area to any party other than the Governance Entity.

Purposes of Statutory Acknowledgements

9.3.19 The Settlement Legislation will provide that, without limiting **clauses 9.3.39 to 9.3.41**, the only purposes of the Statutory Acknowledgements will be:

- (a) to require that Consent Authorities forward summaries of Resource Consent applications to the Governance Entity as provided in **clause 9.3.24**;
- (b) to require that Consent Authorities, the New Zealand Historic Places Trust, or the Environment Court, as the case may be, have regard to the Statutory Acknowledgements in relation to the Statutory Areas, as provided in **clauses 9.3.20 to 9.3.22**;
- (c) to enable the Governance Entity, and any Member of Ngaati Ruanui, to cite Statutory Acknowledgements as evidence of the association of Ngaati Ruanui with the Statutory Areas, as provided in **clause 9.3.27**; and
- (d) to enable the Minister of the Crown responsible for management of the Statutory Areas, or the Commissioner of Crown Lands, as the case may be, to enter into Deeds of Recognition, as provided in **clause 9.3.30**.

Consent Authorities to have regard to Statutory Acknowledgements

9.3.20 The Settlement Legislation will provide that, from the Effective Date, and without derogating from its obligations under Part II of the Resource Management Act 1991, a Consent Authority must have regard to the Statutory Acknowledgement relating to a Statutory Area:

- (a) in forming an opinion under section 93(1)(e) of the Resource Management Act 1991 as to whether the Governance Entity is a person who is likely to be directly affected by an application for activities within, adjacent to, or impacting directly on the Statutory Area; and
- (b) in:
 - (i) forming an opinion under sections 94(1)(c)(ii) and 94(3)(c) of the Resource Management Act 1991; or

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- (ii) satisfying itself under section 94(2)(b) of the Resource Management Act 1991;

as to whether the Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area.

Environment Court to have regard to Statutory Acknowledgements

9.3.21 The Settlement Legislation will provide that, from the Effective Date and without derogating from its obligations under Part II of the Resource Management Act 1991, the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area in determining, for the purposes of section 274 of the Resource Management Act 1991, whether the Governance Entity is a person having an interest in the proceedings greater than the public generally in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area.

New Zealand Historic Places Trust and Environment Court to have regard to Statutory Acknowledgments

9.3.22 The Settlement Legislation will provide that, from the Effective Date, the New Zealand Historic Places Trust or the Environment Court (as the case may be) must have regard to the Statutory Acknowledgement relating to a Statutory Area, in forming an opinion under section 14(6)(a) of the Historic Places Act 1993, and for the purpose of section 20(1) of the Historic Places Act 1993, as to whether the Governance Entity is a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area.

Recording of Statutory Acknowledgements on Statutory Plans

9.3.23 The Settlement Legislation will provide that:

- (a) Local Authorities in any area which includes a Statutory Area must attach to all Statutory Plans information recording all Statutory Acknowledgements affecting Statutory Areas covered wholly or partly by such Statutory Plans, either by way of reference to the relevant part of the Settlement Legislation or by setting out the Statutory Acknowledgements in full; and
- (b) the attachment of information to any Statutory Plan under this clause is for the purpose of public information only and the information is not:
 - (i) part of the Statutory Plan (unless adopted by the relevant regional or district council); or
 - (ii) subject to the provisions of the First Schedule of the Resource Management Act 1991.

Making of Regulations in respect of Statutory Acknowledgements

9.3.24 By no later than the Effective Date, the Crown will make regulations to provide as follows:

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- (a) subject to **clause 9.3.24(b)**, for a period of 20 years from and after the Effective Date, a Consent Authority that receives an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area must, as soon as reasonably practicable after receiving the application, and prior to making any determination under sections 93 or 94 of the Resource Management Act 1991, forward a summary of the application to the Governance Entity;
- (b) the summary of the application which is to be forwarded to the Governance Entity under **clause 9.3.24(a)** must contain the same information which would be contained in a notice to persons who may be affected under section 93 of the Resource Management Act 1991, or such other information as may be agreed between the Governance Entity and individual Consent Authorities from time to time; and
- (c) the Governance Entity may from time to time waive its rights under **clause 9.3.24(a)** by notice in writing to a relevant Consent Authority, either generally or in respect of particular types of applications, individual Consent Authorities, or for specified periods of time, so that the Consent Authority is no longer required to discharge its obligations in terms of **clause 9.3.23(a)** in respect of the matter waived.

9.3.25 The Settlement Legislation will enable the Governor-General to make regulations by Order in Council, on the recommendation of the Minister for the Environment from time to time, to implement the matters contemplated by **clause 9.3.24**.

Discretion of Consent Authorities not affected

9.3.26 The Settlement Legislation will provide that, for the avoidance of doubt, nothing in any regulations made under **clause 9.3.25** will in any way affect the discretion of a Consent Authority as to whether or not to notify any application under sections 93 and 94 of the Resource Management Act 1991, and whether or not the Governance Entity may be an affected person under those sections.

Use of Statutory Acknowledgement with Submissions

9.3.27 The Settlement Legislation will provide that the Governance Entity, and any Member of Ngaati Ruanui, may cite the relevant Statutory Acknowledgement in submissions to, and in proceedings before, a Consent Authority, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on a Statutory Area, as evidence of the association of Ngaati Ruanui with the Statutory Area.

Content not Nature of Fact

9.3.28 The Settlement Legislation will provide that the content of the statement of association, as recorded in a Statutory Acknowledgement, is not by virtue of the Statutory Acknowledgement binding as deemed fact on Consent Authorities, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the Statutory Acknowledgement may be taken into account by them.

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Other Association may be Stated

9.3.29 Neither the Governance Entity, nor any Member of Ngaati Ruanui, is prevented from stating that Ngaati Ruanui has an association with the Statutory Area that is not described in the relevant Statutory Acknowledgement, nor shall the content or existence of the Statutory Acknowledgement derogate from any such statement.

DEEDS OF RECOGNITION

Crown Obligation to enter into Deeds of Recognition

9.3.30 No later than the Settlement Date, the Crown will enter into the Deeds of Recognition set out in **Part 11** of the **Cultural Redress Schedule** in respect of those parts of the Statutory Areas described in that **Part** which are owned or managed by the Crown.

Form and Terms of Deeds of Recognition

9.3.31 The Settlement Legislation will provide that a Deed of Recognition entered into under **clause 9.3.30** will provide that the Governance Entity must be consulted and regard must be had to its views relating to the association described in the Statutory Acknowledgement to which the Deed of Recognition relates, concerning the management or administration of the Statutory Area by the responsible Minister of the Crown, or the Commissioner of Crown Lands, as the case may be, on the matters specified in the Deed of Recognition.

Purpose of Deeds of Recognition

9.3.32 The Settlement Legislation will provide that, without limiting **clauses 9.3.39** to **9.3.41**, the only purpose of the Deeds of Recognition will be to require that the Governance Entity be consulted, and regard had to its views, as provided in **clause 9.3.31**.

Authorisation to enter into Deeds of Recognition

9.3.33 The Settlement Legislation will provide in respect of the Statutory Areas referred to in **Table 2** of **Part 9** of the **Cultural Redress Schedule** that, where a Statutory Acknowledgement has been made in the Settlement Legislation, the Minister of the Crown responsible for the management or administration of the land within a Statutory Area, or the Commissioner of Crown Lands, as the case may be, will have power to enter into and amend a Deed of Recognition with the Governance Entity in respect of the land within the Statutory Area.

Limited Management

9.3.34 The Settlement Legislation will provide:

- (a) a recognition that the Crown may undertake only limited management or administrative functions in relation to a Statutory Area in respect of which a Deed of Recognition is to be given; and
- (b) that entry into a Deed of Recognition does not require the Crown to:

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- (i) increase its management or administrative functions; or
- (ii) resume any management or administrative function.

Termination of Deeds of Recognition

9.3.35 The Settlement Legislation will provide that if:

- (a) the Governance Entity and the Crown agree in writing that a Deed of Recognition is no longer appropriate in respect of a particular site or part of it;
- (b) the site or part of it to which a Deed of Recognition applies is disposed of by the Crown; or
- (c) the responsibility for managing a particular site in respect of which a Deed of Recognition applies or part of it is transferred to a different ministerial portfolio or Department;

the Deed of Recognition will terminate in respect of the particular site or part of it.

Continued Input in respect of Deeds of Recognition

9.3.36 If the events specified in **clause 9.3.35(b) or (c)** occur, or there is a change in the applicable statutory management regime over a particular site in respect of which a Deed of Recognition applies or part of it, the Crown agrees that it will take reasonable steps to ensure that the Governance Entity continues to have input into the management of that particular site or part of it through the negotiation with the Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

Statutory Acknowledgments and Deeds of Recognition in relation to Rivers

9.3.37 The Settlement Legislation will provide that, where a Statutory Acknowledgement and/or a Deed of Recognition is to be given in relation to a river, that river does not include:

- (a) any part of the bed of the river that is not owned or controlled by the Crown;
- (b) any land which the waters of the river do not cover at its fullest flow without overlapping its banks;
- (c) any artificial watercourse; or
- (d) any tributary flowing into the river.

No Limitation on Crown in respect of Statutory Acknowledgements and Deeds of Recognition

9.3.38 The Settlement Legislation will provide that neither the providing of a Statutory Acknowledgement, nor the entry into a Deed of Recognition with the Governance Entity, will prevent the Crown from providing a statutory acknowledgement to, or

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entering into a deed of recognition with, a person or persons other than Ngaati Ruanui, with respect to the same Statutory Area.

Exercise of Powers, Duties and Functions in respect of Statutory Acknowledgements and Deeds of Recognition

9.3.39 The Settlement Legislation will provide that, except as expressly provided in clauses 9.3.19 to 9.3.22, 9.3.27, 9.3.31 and 9.3.32:

- (a) neither a Statutory Acknowledgement, nor a Deed of Recognition, will affect, or may be taken into account in, the exercise of any power, duty, or function by any person under any Legislation; and
- (b) without limiting clause 9.3.39(a), no person, in considering any matter or making any decision or recommendation under any Legislation, may give any greater or lesser weight to Ngaati Ruanui's association with a Statutory Area (as described in the relevant Statutory Acknowledgement) than that person would give under the relevant Legislation, if:
 - (i) that Statutory Acknowledgement had not been made; and
 - (ii) no Deed of Recognition existed in respect of that Statutory Area.

Rights Not Affected by Statutory Acknowledgements and Deeds of Recognition

9.3.40 The Settlement Legislation will provide that, except as expressly provided in clauses 9.3.18 to 9.3.42, neither a Statutory Acknowledgement provided to the Governance Entity, nor a Deed of Recognition entered into with the Governance Entity, will affect the lawful rights or interests of any party who is not a party to this Deed.

Limitation of Rights

9.3.41 The Settlement Legislation will provide that, except as expressly provided in clauses 9.3.18 to 9.3.42, neither a Statutory Acknowledgement provided to the Governance Entity, nor a Deed of Recognition entered into with the Governance Entity, will have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights relating to, a Statutory Area.

The Resource Management Act 1991

9.3.42 The Settlement Legislation will provide for an amendment to Schedule 11 of the Resource Management Act 1991, to add the short title of the Settlement Legislation to that Schedule.

9.4 PLACE NAMES

Amendment of Place Names

9.4.1 The Settlement Legislation will provide for the New Zealand Geographic Board ("NZGB") to be treated as having approved:

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- (a) the amendment of Place Names from the existing Place Name shown in the "Existing Place Name" column to the name shown in the "Amended Place Name" column of **Part 12** of the **Cultural Redress Schedule**; and
- (b) the allocation of the Place Names in the column "Names to be allocated by the Governance Entity to sites presently not named" when the Governance Entity allocates the names.

Process for Updating

9.4.2 The Crown will arrange for progressive amending of the Place Names on official signs and publications as those signs and publications become due in the ordinary course of replacement and reprinting.

Consultation by the NZGB

9.4.3 The Parties acknowledge that the Ministers for Land Information and Maori Affairs have written to the Mandated Negotiators on behalf of Ngaati Ruanui advising:

- (a) the NZGB has developed a protocol for Maori place names;
- (b) that protocol describes the principles and procedures the NZGB is applying to encourage the use of Maori place names and to ensure more effective consultation with use of such names;
- (c) the NZGB has resolved Ngaati Ruanui will be consulted in accordance with that protocol;
- (d) the Minister for Land Information intends to appoint the Chief Executive of Te Puni Kokiri (or his or her nominee) as a member of the NZGB; and
- (e) that it is envisaged this appointment will enhance the NZGB's capacity to consult with Ngaati Ruanui and other Maori.

9.5 ACKNOWLEDGEMENTS OF ASSOCIATION

Associations with Ngaa Taonga a Taane raua ko Tangaroa and with Puurangi

9.5.1 The Settlement Legislation will acknowledge in the form set out in **Part 13** of the **Cultural Redress Schedule**, the cultural, spiritual, historic, and/or traditional association of Ngaati Ruanui with:

- (a) Ngaa Taonga a Taane raua ko Tangaroa being the following species:
 - (i) the Indigenous Species; and
 - (ii) the species of fish, and other aquatic life, found within the Fisheries Protocol Area and managed by the Ministry of Fisheries under the Fisheries Legislation; and
- (b) Puurangi within the Area of Interest.

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9.5.2 The Settlement Legislation will provide, in relation to the Indigenous Species:

- (a) for the obligations of the Crown arising out of the acknowledgement given under **clause 9.5.1(a)** to be included in the DOC Protocol; and
- (b) that the acknowledgement given by the Crown under **clause 9.5.1(a)** will be for the purposes of the DOC Protocol only.

Customary Interest in Paua

9.5.3 The Crown acknowledges that:

- (a) Ngaati Ruanui have a customary non-commercial interest in the Paua Fishery in the Fisheries Protocol Area; and
- (b) the Paua Fishery in the Fisheries Protocol Area is not, at the date of this Deed, fished commercially due to the lack of paua that have attained the minimum legal size required for commercial harvest.

Exercise of Powers, Duties and Functions

9.5.4 The Settlement Legislation will provide that:

- (a) the acknowledgements by the Crown under **clauses 9.5.1** and **9.5.3** do not affect, and may not be taken into account in, the exercise of any power, or the performance of any duty or function, under any Legislation;
- (b) no person, in considering any matter or making any decision or recommendation under any Legislation, may give any greater or lesser weight to:
 - (i) the association of Ngaati Ruanui with:
 - (aa) the Indigenous Species;
 - (bb) all species of fish, and other aquatic life, found within the Fisheries Protocol Area and managed by the Ministry of Fisheries under the Fisheries Legislation; or
 - (cc) Puurangi; or
 - (ii) the customary non-commercial interest of Ngaati Ruanui in the Paua Fishery in the Fisheries Protocol Area;

than that person would have given under the relevant Legislation if no acknowledgement had been made by the Crown of those associations or that customary non-commercial interest.

Rights not Affected

9.5.5 The Settlement Legislation will provide that the acknowledgements by the Crown under **clauses 9.5.1** and **9.5.3** will not affect the lawful rights or interests of any person who is not a party to this Deed.

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Limitation of Rights

9.5.6 The Settlement Legislation will provide that the acknowledgements by the Crown under clauses 9.5.1 and 9.5.3 will not have the effect of granting, creating, or providing evidence of any estate or interest in, any rights of any kind relating to:

- (a) any of the:
 - (i) Indigenous Species; or
 - (ii) species of fish, and other aquatic life, found within the Fisheries Protocol Area and managed by the Ministry of Fisheries under the Fisheries Legislation; or
- (b) Puurangi; or
- (c) the Paua Fishery in the Fisheries Protocol Area.

9.6 MANAGEMENT OF FISHERIES

Prohibition on Taking of Certain Species for Commercial Purposes

9.6.1 The Crown agrees that the taking of the following species as target species for commercial purposes is, or will be as from the Settlement Date, prohibited within the Fisheries Protocol Area:

- (a) blue mussel (kuku);
- (b) greenlipped mussel (kuku);
- (c) lamprey (piharau);
- (d) pipi;
- (e) mud snail (waikaka);
- (f) catseye (pupu);
- (g) sea urchin (kina); and
- (h) freshwater crayfish (waikoura).

9.6.2 The Crown agrees that:

- (a) if after the Settlement Date it is demonstrated to the satisfaction of the Minister of Fisheries that there are sufficient quantities of any of the species referred to in clause 9.6.1 to provide for a commercial catch of that species, the Minister will consult with the advisory committee referred to in clause 9.1.20 in respect of any proposal to authorise the commercial taking of that species (a "Commercial Catch Proposal") in accordance with:

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- (i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
 - (ii) section 12 of the Fisheries Act 1996;
- (b) the Minister will consult with the advisory committee referred to in **clause 9.1.20** in relation to any proposal for the commercial fishing of the Paua Fishery in the Fisheries Protocol Area (a "**Paua Commercial Catch Proposal**"); and
- (c) the Minister will, in considering a Commercial Catch Proposal or a Paua Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngaati Ruanui in the species concerned are recognised and provided for in accordance with:
- (i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
 - (ii) where the Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

9.6.3 The provisions of this Deed do not, and the Settlement Legislation will not, affect:

- (a) the issue of special permits under the Fisheries Legislation to take freshwater crayfish (waikoura) for aquacultural purposes; or
- (b) the taking of any species referred to in **clause 9.6.1** as an inevitable by-catch of lawful commercial fishing operations.

Proposal from Ngaati Ruanui to be included in Regulatory Review

9.6.4 The Crown agrees that the Ministry of Fisheries will:

- (a) provide to the Governance Entity prior written notice of the date of commencement of the first regular review of regulatory measures in relation to fisheries resources (the "**Regulatory Review**") after the **Settlement Date**;
- (b) provide to the Governance Entity notice of the date by which proposals requesting regulatory change are to be submitted to the Ministry of Fisheries for inclusion in the **Regulatory Review**;
- (c) include in the consultation process (which forms part of the **Regulatory Review**) any written proposal from the Governance Entity proposing that a prohibition on commercial fishermen using trawl nets and set nets (the "**Proposal**") be applied to that part of the Fisheries Protocol Area specified in the **Proposal**; and
- (d) provide advice to the Minister of Fisheries on the **Proposal**.

9.6.5 The Governance Entity is to provide any **Proposal** to the Ministry of Fisheries before the date specified for receipt of **Proposals** for the **Regulatory Review**.

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- 9.6.6 The Parties acknowledge that the only obligation of the Minister of Fisheries is to consider the Proposal; and, in particular, there is no obligation or expectation that:
- (a) the Minister will agree with all or any part of that Proposal; or
 - (b) the Fisheries (Central Area Commercial Fishing) Regulations 1986 or any other legislation will be amended in accordance with the Proposal.
- 9.6.7 The Crown agrees that the Minister of Fisheries will advise the Governance Entity in writing of the outcome of his or her consideration of the Proposal.

Tuna (eel)

- 9.6.8 The Crown agrees that officials of the Ministry of Fisheries will consult with the Governance Entity in each of the three years after the Settlement Date, on written request by the Governance Entity, concerning:
- (a) the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within that part of the Fisheries Protocol Area specified by the Governance Entity to the Ministry of Fisheries in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
 - (b) the likely conditions of any Permitted Catch under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996 in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
 - (i) Waterways in the Fisheries Protocol Area; and
 - (ii) aquacultural farms.
- 9.6.9 The Crown agrees that the Ministry of Fisheries will consider, in accordance with the relevant legislative and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from Waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 9.6.10 For the purposes of clauses 9.6.8 and 9.6.9:
- (a) tuna (eel) is defined as:
 - (i) *anguilla dieffenbachii* (longfinned eel);
 - (ii) *anguilla australis* (shortfinned eel); and
 - (iii) *anguilla rheinhartii*; and
 - (b) undersized tuna is defined as tuna (eel) with a weight of less than 220 grams.

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9.7 RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

Delivery by the Crown of Deed Granting a Right of First Refusal

- 9.7.1 The Crown must, by no later than the Settlement Date, deliver to the Governance Entity a deed:
- (a) in the form set out in Part 14 of the Cultural Redress Schedule (a "Deed Granting a Right of First Refusal over Shellfish Quota"); and
 - (b) in duplicate duly executed by the Crown.

Term of Deed

- 9.7.2 The Deed Granting a Right of First Refusal over Shellfish Quota will be effective for a period of 50 years from the Settlement Date.

Area covered by Deed Granting a Right of First Refusal over Shellfish Quota

- 9.7.3 The Deed Granting a Right of First Refusal over Shellfish Quota relates to the Shellfish RFR Area.

Signing of Deed by the Governance Entity

- 9.7.4 The Governance Entity must:
- (a) sign the Deed Granting a Right of First Refusal over Shellfish Quota in duplicate; and
 - (b) return one copy of that Deed to the Crown no later than the date which is 10 Business Days after the Settlement Date.

Parties bound from Settlement Date

- 9.7.5 The Deed Granting a Right of First Refusal over Shellfish Quota will have effect from the Settlement Date as if it had been validly signed on the Settlement Date by the Crown and the Governance Entity.

Crown has no obligation to sell Quota

- 9.7.6 Nothing in this Deed requires, or in the Deed Granting a Right of First Refusal over Shellfish Quota will require, the Crown to offer for sale any Quota held by the Crown.

Settlement Legislation to provide for certain matters

- 9.7.7 The Crown and Ngaati Ruanui agree that the Settlement Legislation will provide that, to the extent that the aggregate of:
- (a) any Quota purchased by the Governance Entity under the Deed Granting a Right of First Refusal over Shellfish Quota; and
 - (b) any Quota received by the Governance Entity from the Treaty of Waitangi Fisheries Commission;

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exceeds any limit on the holding of Quota under section 59 of the Fisheries Act 1996 (or section 28W of the Fisheries Act 1983, as the case may be), the Governance Entity will be treated as having received, under section 60 of the Fisheries Act 1996 (or section 28W(3) of the Fisheries Act 1983, as the case may be), the consent of the relevant Minister to hold the Quota held by the Governance Entity in excess of that limit.

9.7.8 The Parties agree that:

- (a) nothing in the Deed Granting a Right of First Refusal over Shellfish Quota will require the Crown to introduce any of the Applicable Species (as defined in that Deed) into the Quota Management System; and
- (b) the introduction of any Applicable Species into the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota (as defined in that Deed) for the Applicable Species.

9.8 COASTAL TENDERING

Ngaati Ruanui's Right to Purchase Authorisations

9.8.1 The Crown agrees, and the Settlement Legislation will provide, that if the Minister of Conservation offers by public tender, in accordance with Part VII of the Resource Management Act 1991, Authorisations in respect of any part of the Specified Coastal Area, the Governance Entity will have a preferential right, exercisable in accordance with clause 9.8.3, to purchase a proportion of the Authorisations that are the subject of that tender.

9.8.2 The proportion of Authorisations that the Governance Entity has a right to purchase under clause 9.8.1 must:

- (a) in area not exceed 10% of all Authorisations granted, or proposed to be granted, by the Minister of Conservation in that tender round in respect of the Specified Coastal Area (except that this limitation may be exceeded to the extent that the size and shape of the particular part of Specified Coastal Area for the Authorisations to which that tender round relates make it impractical to comply with that limitation); and
- (b) in terms of the relevant portions of the Specified Coastal Area be of not less than fair average quality relative to the quality of those portions for all other Authorisations which are the subject of that tender round.

9.8.3 The procedure in accordance with which the right of the Governance Entity to purchase Authorisations must be exercised is set out in Part 15 of the Cultural Redress Schedule.

Ngaati Ruanui treated as having made tender

9.8.4 The Crown agrees, and the Settlement Legislation will provide, that:

- (a) where the Governance Entity has, under clause 9.8.1, a preferential right to purchase Authorisations, the Governance Entity will be treated as having

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lodged (for \$1 consideration) a valid tender for the Authorisations that complies with section 158 of the Resource Management Act 1991; and

- (b) if, in response to an offer by public tender referred to in **clause 9.8.1**, the Minister of Conservation receives no tenders or considers that he or she would reject every tender received, the tender that the Governance Entity is treated as having lodged will be treated as having been the tender most preferred by the Minister for the Authorisations concerned.

Resource Management Act 1991 not affected

9.8.5 The Crown agrees that, except as provided in **clauses 9.8.1 to 9.8.3**, nothing in this Deed affects the powers, functions and duties of the Minister of Conservation under Part VII of the Resource Management Act 1991.

Rights in respect of the Specified Coastal Area

9.8.6 The Crown agrees, and the Settlement Legislation will provide, that nothing in the Settlement Legislation will, except as expressly provided in that legislation;

- (a) affect the lawful rights or interests of persons who are not parties to this Deed in relation to the Specified Coastal Area;
- (b) grant, create or evidence an estate or interest in, or rights of any kind relating to, the Specified Coastal Area; or
- (c) limit or affect the rights of Ngaati Ruanui to acquire Authorisations or otherwise exercise any statutory right, power or privilege.

Crown has no intention to utilise Coastal Tendering Mechanism

9.8.7 The Crown and Ngaati Ruanui acknowledge that, despite any provision in this Deed or the Settlement Legislation in respect of coastal tendering, the Crown currently has no intention of utilising the coastal tendering provisions in Part VII of the Resource Management Act 1991 in respect of the Specified Coastal Area.

9.9 CONSISTENCY WITH LEGISLATION

9.9.1 The Parties acknowledge that some of the Redress in this **Part 9** is to assist the Governance Entity to provide meaningful input into the decision-making of the Department of Conservation and the Ministry of Fisheries concerning the management and administration of certain areas of land and certain species.

9.9.2 The Redress in this **Part 9** does not override or diminish:

- (a) the requirements of:
 - (i) the Conservation Act 1987, or the statutes listed in the First Schedule to that Act; or
 - (ii) the Fisheries Legislation; or

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- (b) the functions and powers of:
 - (i) the Minister of Conservation or the Department of Conservation under the legislation referred to in **clause 9.9.2(a)(i)**; or
 - (ii) the Minister of Fisheries or the Ministry of Fisheries under the legislation referred to in **clause 9.9.2(a)(ii)**; or
- (c) the rights of Ngaati Ruanui under the legislation referred to in **clause 9.9.2(a)**.

10: TAX

DEFINITIONS AND INTERPRETATION

10.1 In this Deed, unless the context requires otherwise:

gift duty also extends to and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any gift duty;

income tax also extends to and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any income tax;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of this Part 10;

payment extends to the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land);

references to the **payment, credit, transfer** or receipt of the **Tangible Redress** (or any equivalent wording) include a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the **Tangible Redress**; and

transfer includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to an Indemnified Party.

STATEMENT OF AGREED TAX PRINCIPLES

10.2 The Parties agree that:

10.2.1 the payment, credit or transfer of **Tangible Redress** by the Crown to an Indemnified Party is made to settle the Historical Claims and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) gross income for income tax purposes;

10.2.2 no Indemnified Party, nor any other person associated with an Indemnified Party, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any **Tangible Redress**;

10.2.3 the transfer of the **Other Properties/Rights** by the Crown to the Governance Entity is not intended to be, or to give rise to, a dutiable gift;

10.2.4 the transfer of the **Commercial Properties/Rights** by the Crown under an exercise of the relevant right of first refusal is intended to be a taxable supply for GST purposes;

10.2.5 any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for Tax by the Crown under this Deed;

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- 10.2.6 any indemnity payment by the Crown to an Indemnified Party is not intended to be, or to give rise to:
- (a) a taxable supply for GST purposes; or
 - (b) gross income for income tax purposes;
- 10.2.7 the Governance Entity (at all applicable times) and each other Indemnified Party (at all applicable times from its incorporation or inception) is or will be a registered person for GST purposes (it being understood that there is no requirement for an Indemnified Party to GST register if it is not carrying on or intending to carry on a "taxable activity" (as that term is defined in the Goods and Services Tax Act 1985)).

ACKNOWLEDGEMENTS

- 10.3 For the avoidance of doubt, the Parties acknowledge:
- 10.3.1 that the Tax indemnities given by the Crown in this Part 10, and the principles and acknowledgements in clause 10.2 and this clause 10.3, respectively:
- (a) apply only to the receipt by an Indemnified Party of Tangible Redress or indemnity payments; and
 - (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by an Indemnified Party with or of Tangible Redress or indemnity payments;
- 10.3.2 each obligation to be performed by the Crown in favour of an Indemnified Party under this Deed is performed as redress and without charge to, or consideration to be provided by, the Indemnified Party or any other person, provided that this clause 10.3.2 does not affect the obligation of the Governance Entity to pay the purchase price relating to:
- (a) Applicable Quota under a contract for the Sale of Applicable Quota constituted under a Deed Granting a Right of First Refusal over Shellfish Quota given under clause 9.7.1 (as those terms are defined in that Deed);
 - (b) an RFR Property under a contract for the Disposal of the RFR Property under an RFR Deed given under clause 8.6 (as those terms are defined in that Deed); or
 - (c) Authorisations under the coastal tendering provisions in clause 9.8.
- 10.3.3 without limiting clause 10.3.2, the agreement to enter into, the entering into and the performance by the Governance Entity of:
- (a) an easement in the form set out in Part 3 of the Cultural Redress Schedule in respect of the Turuturu Mokai Site to be transferred to the Governance Entity; and
 - (b) an easement in the form set out in Part 3 of the Cultural Redress Schedule in respect of the Maben Conservation Area to be transferred to the Governance Entity;

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DEED OF SETTLEMENT

10: TAX

is not consideration, for GST or any other purpose, for the transfer of those properties by the Crown to the Governance Entity; and

10.3.4 without limiting **clause 10.3.2**, the payment of amounts, and the bearing of costs from time to time, by the Governance Entity (or any other Indemnified Party) in relation to the Other Properties/Rights and the Commercial Redress Properties (including, without limitation:

- (a) rates, charges and fees;
- (b) the apportionment of outgoings and incomings; and
- (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs);

is not intended to be consideration for the transfer of those properties for GST or any other purpose; and, furthermore (and without limiting **clause 10.3.1**) the payment of such amounts and the bearing of such costs is not subject to indemnification for Tax by the Crown under this Deed.

ACT CONSISTENT WITH PRINCIPLES

10.4 Neither an Indemnified Party (nor any person associated with an Indemnified Party) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in **clauses 10.2** and **10.3** respectively.

MATTERS NOT TO BE IMPLIED FROM PRINCIPLES

10.5 Nothing in **clause 10.2** is intended to suggest or imply:

10.5.1 that the payment, credit or transfer of Tangible Redress or an indemnity payment by the Crown to an Indemnified Party is or will be chargeable with GST;

10.5.2 if an Indemnified Party is a charitable trust or other charitable entity, that:

- (a) payments, properties, interests, rights or assets the Indemnified Party receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or
- (b) the Indemnified Party derives or receives amounts, for income tax purposes, other than as exempt income; or

10.5.3 that gift duty should or can be imposed on any payment to, or transaction with, an Indemnified Party under this Deed.

DEED OF SETTLEMENT

10: TAX

INDEMNITY FOR GST IN RESPECT OF TANGIBLE REDRESS AND INDEMNITY PAYMENTS

Tangible redress provided exclusive of GST

10.6 If and to the extent that:

10.6.1 the provision of redress through the payment, credit or transfer of Tangible Redress;
or

10.6.2 an indemnity payment;

by the Crown to an Indemnified Party is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of Tangible Redress or the indemnity payment, pay the Indemnified Party the amount of GST payable in respect of the Tangible Redress or the indemnity payment.

Indemnification

10.7 If and to the extent that:

10.7.1 the provision of redress through the payment, credit or transfer of Tangible Redress;
or

10.7.2 an indemnity payment;

by the Crown to an Indemnified Party is chargeable with GST and the Crown does not, for any reason, pay the Indemnified Party an additional amount equal to that GST at the time the Tangible Redress is paid, credited or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Indemnified Party for any GST that is or may be payable by the Indemnified Party or for which the Indemnified Party is liable in respect of;

10.7.3 the making of the redress; and/or

10.7.4 the payment, credit or transfer of Tangible Redress; and/or

10.7.5 the indemnity payment.

INDEMNITY FOR INCOME TAX IN RESPECT OF TANGIBLE REDRESS OR INDEMNITY PAYMENTS

10.8 The Crown agrees to indemnify each Indemnified Party, on demand in writing, against any income tax that the Indemnified Party is liable to pay if and to the extent that receipt of:

10.8.1 the payment, credit or transfer of Tangible Redress; or

10.8.2 indemnity payment;

from the Crown is treated as, or as giving rise to, gross income of the Indemnified Party for income tax purposes.

DEED OF SETTLEMENT

10: TAX

INDEMNIFICATION FOR GIFT DUTY IN RESPECT OF OTHER PROPERTIES/RIGHTS

- 10.9 The Crown agrees to pay, and to indemnify each Indemnified Party against any liability that it has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of a transfer of the Other Properties/Rights under this Deed.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

- 10.10 Each of:

10.10.1 the Governance Entity; and

10.10.2 the Crown;

agrees to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which an Indemnified Party is or may be entitled to be indemnified by the Crown for or in respect of Tax under this **Part 10**.

How demands are made

- 10.11 Demands for indemnification for Tax by the Governance Entity in accordance with this **Part 10** must be made by the Governance Entity for itself (or for the applicable Indemnified Party) in accordance with the provisions of **clause 13.3** and may be made at any time, and from time to time, after the Date of this Deed.

When demands are to be made

- 10.12 Except:

10.12.1 with the written agreement of the Crown; or

10.12.2 if this Deed provides otherwise;

no demand for payment by way of indemnification for Tax under this **Part 10** may be made more than five Business Days before the due date for payment by the Indemnified Party of the applicable Tax (whether such date is specified in an assessment or is a date for the payment of provisional Tax or otherwise).

Evidence to accompany demand

- 10.13 Without limiting **clause 10.10**, each demand for indemnification by the Governance Entity for itself (or for the applicable Indemnified Party) under this **Part 10** must be accompanied by:

10.13.1 appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by the Governance Entity and confirmed or certified by the Governance Entity's or the Indemnified Party's tax advisers or accountants for the time being, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or Tax that the Indemnified Party claims to have suffered or

DEED OF SETTLEMENT

10: TAX

incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

10.13.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of Tax

10.14 If payment is made by the Crown on account of Tax to an Indemnified Party or the Commissioner of Inland Revenue (for the account of an Indemnified Party) and it is subsequently determined or held that no such Tax (or an amount of Tax that is less than the payment which the Crown made on account of Tax) is or was payable or properly assessed, to the extent that the relevant Indemnified Party (or any other Indemnified Party);

10.14.1 has retained the payment made by the Crown; or

10.14.2 has been refunded the amount of that payment by the Inland Revenue Department; or

10.14.3 has had the amount of that payment credited or applied to its account with the Inland Revenue Department;

the Governance Entity and/or any other Indemnified Party must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of Tax

10.15 Each Indemnified Party must (and the Governance Entity will procure that the Indemnified Parties shall) pay to the Inland Revenue Department any payment made by the Crown to the Indemnified Party on account of Tax, on the latter of:

10.15.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable Tax Legislation; and

10.15.2 the next Business Day following receipt by the Indemnified Party of that payment from the Crown.

Payment of costs

10.16 The Crown will indemnify each Indemnified Party, on demand in writing made by the Governance Entity in accordance with this Part 10, against any reasonable costs incurred by the Indemnified Party for actions undertaken by the Indemnified Party, at the Crown's direction, in connection with:

10.16.1 any demand for indemnification of the Indemnified Party under or for the purposes of this Part 10; and

10.16.2 any steps or actions taken by the Indemnified Party in accordance with the Crown's requirements under clause 10.18.

DEED OF SETTLEMENT

10: TAX

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

10.17 Where any liability arises to the Crown under this Part 10, the following provisions shall also apply:

10.17.1 if the Crown so requires and notifies the Governance Entity in writing of that requirement, the Crown may, instead of paying the requisite amount on account of Tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the relevant Indemnified Party);

10.17.2 subject to the Indemnified Party being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice in writing to the Governance Entity, to require the Indemnified Party to:

- (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for Tax, where expert legal tax advice indicates that it is reasonable to do so; and

10.17.3 the Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the Indemnified Party whenever it exercises its rights under **clause 10.17.2**; and
- (b) to recover from the Commissioner of Inland Revenue the amount of any Tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

10.18 If the Crown requires, each Indemnified Party will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, any one or more of the Indemnified Parties and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit or transfer of Tangible Redress.

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11: CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

11.1 This Deed, and the Settlement, are conditional on:

11.1.1 within six months after the Date of this Deed:

- (a) the Crown being satisfied that Ngaati Ruanui have established the Governance Entity in accordance with **clause 3.3**; and
- (b) the Governance Entity signing the Deed of Covenant; and

11.1.2 the Settlement Legislation coming into effect within 24 months after the Date of this Deed.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

11.2 This Deed, until it becomes unconditional:

11.2.1 is entered into on a “without prejudice” basis; and

11.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the implementation or interpretation of this Deed or the Settlement Legislation).

SOME PROVISIONS NOT CONDITIONAL

11.3 The following provisions of this Deed are (despite **clause 11.1**) binding from the Date of this Deed:

11.3.1 **clauses 3.3-3.6, 4.1, 4.2, 4.4, 4.5, 9.2.14, 9.2.15, 9.2.24, 10.18, 11.2, 11.6, 13.3 and 13.4**; and

11.3.2 **clause 2.1 of Part 2 of the Commercial Redress Schedule.**

TERMINATION OF THIS DEED

11.4 Either Party may terminate this Deed, by notice in writing to the other Party, if:

11.4.1 **clause 11.1.1** is not satisfied within six months after the Date of this Deed; or

11.4.2 **clause 11.1.2** is not satisfied within 24 months after the Date of this Deed.

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DEED OF SETTLEMENT

11: CONDITIONS AND TERMINATION

EFFECT OF NOTICE OF TERMINATION

11.5 If this Deed is terminated:

11.5.1 this Deed, and the Settlement, will be at an end; and

11.5.2 neither Party will have any rights or obligations under this Deed (except under the clause specified in clause 11.6).

SOME RIGHTS AND OBLIGATIONS CONTINUE AFTER TERMINATION

11.6 The rights and obligations of the Parties under clause 11.2 continue if this Deed is terminated.

12: OTHER ACTIONS TO COMPLETE SETTLEMENT

DISCONTINUANCE OF PROCEEDINGS

- 12.1 The Governance Entity must, by the Settlement Date, deliver to the Crown notices of discontinuance:
- 12.1.1 of every proceeding in relation to an Historical Claim that has not already been discontinued; and
 - 12.1.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).
- 12.2 If the Governance Entity does not deliver to the Crown by the Settlement Date all notices of discontinuance of proceedings required by clause 12.1:
- 12.2.1 the Governance Entity must continue to use its best endeavours to deliver those notices of discontinuance to the Crown; and
 - 12.2.2 the Crown may introduce legislation to terminate the relevant proceedings.

WAITANGI TRIBUNAL

- 12.3 The Crown may, after the Settlement Date:
- 12.3.1 advise the Waitangi Tribunal in writing of the Settlement and its terms; and
 - 12.3.2 request that the Waitangi Tribunal amend its register, and adapt its procedures, to reflect the Settlement.

TERMINATION OF LAND BANK ARRANGEMENTS

- 12.4 The Crown may cease to operate any land bank arrangement in relation to Ngaati Ruanui (or any Representative Entity) after the Settlement Date, except to the extent necessary to give effect to:
- 12.4.1 this Deed; and
 - 12.4.2 any arrangements reached between the Parties between the Date of this Deed and the Settlement Date in relation to land within the land bank.

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13: MISCELLANEOUS

INTEREST

- 13.1 The Crown will pay interest, from the Date of this Deed until the Settlement Date, on:
- (a) \$39,890,500 (being the Balance of the Cash Settlement Amount); and
 - (b) \$609,500 (being the aggregate Transfer Values of the Commercial Redress Properties).
- 13.2 Interest under **clause 13.1** will:
- 13.2.1 be calculated on each Calculation Date and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each Calculation Date (or, if no such treasury bill rate is available, an equivalent rate);
 - 13.2.2 not compound;
 - 13.2.3 be payable for the period from the Date of this Deed until the Settlement Date;
 - 13.2.4 be paid to the Governance Entity on the Settlement Date; and
 - 13.2.5 be subject to any Tax payable under any Tax Legislation.

NOTICES

- 13.3 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

- 13.3.1 the Party giving a Notice must sign it;

Notices to be in writing

- 13.3.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

- 13.3.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they will be as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON
Facsimile No: 04 473 3482;

Ngaati Ruanui:

C/- Bell Gully
171 Featherston Street
(PO Box 1291)
WELLINGTON
Attention: David Tapsell
Facsimile No: 04 915 6810;

DEED OF SETTLEMENT

13: MISCELLANEOUS

Delivery

13.3.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

13.3.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission;

Deemed date of delivery

13.3.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5:00pm on a Business Day, that Notice will (despite clause 13.3.5) be treated as having been received the next Business Day.

AMENDMENT

13.4 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Ngaati Ruanui and the Crown.

ENTIRE AGREEMENT

13.5 This Deed:

13.5.1 constitutes the entire agreement between the Parties in relation to the matters referred to in it; and

13.5.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Ngaati Ruanui, any Representative Entity and/or any Member of Ngaati Ruanui and the Crown relating to such matters (including the heads of agreement dated 7 September 1999 between the Mandated Negotiators and the Crown) but not the Treaty of Waitangi itself.

DEED OF SETTLEMENT

13: MISCELLANEOUS

NO WAIVER

- 13.6 A failure, delay or indulgence by any Party in exercising any power or right under or from this Deed shall not operate as a waiver of that power or right.
- 13.7 A single, or partial, exercise of any power or right under or from this Deed shall not preclude further exercises of that power or right or the exercise of any other power or right.

NO ASSIGNMENT

- 13.8 Except as expressly provided in this Deed or any other document entered into under this Deed, neither Party may transfer or assign any rights or obligations arising under or from this Deed.

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14: DEFINITIONS AND INTERPRETATION

DEFINITIONS

14.1 In this Deed, unless the context requires otherwise:

Act means an Act of the Parliament of New Zealand or of the General Assembly; and includes:

- (a) an Imperial Act that has or had effect as part of the laws of New Zealand;
- (b) an ordinance of the General Legislative Council of New Zealand;
- (c) an ordinance of the Provincial Legislative Council of New Munster;
- (d) a Provincial Ordinance;

Anniversary Date means the first Business Day after the expiry of each period of 12 months commencing on the Date of this Deed or the previous Anniversary Date (as the case may be);

Antiquities Protocol has the meaning set out in clause 9.1.11;

Antiquities Protocol Area means the area shown on the map attached to the Antiquities Protocol in Part 1 of the **Cultural Redress Schedule** together with the adjacent waters;

Antiquity has the meaning set out in **Attachment C** to the Antiquities Protocol;

Approved Transferee has the meaning set out in clause 9.2.27;

Area of Interest means the area identified in **schedule 4** as the area which Ngaati Ruanui identify as their area of interest;

Artifact has the meaning set out in **Attachment C** to the Antiquities Protocol;

Authorisation means an authorisation granted by the Minister of Conservation under section 161 of the Resource Management Act 1991;

Balance of the Cash Settlement Amount means the amount specified in clause 8.1.1(b);

Business Day means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

Calculation Date means:

- (a) the Date of this Deed, in respect of the period commencing on the Date of this Deed and expiring on the date before the first Anniversary Date; and

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

- (b) each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date.

Cash Settlement Amount means the amount specified in clause 8.1.1 to be paid by the Crown to the Governance Entity as Redress;

Claim includes the right to make a claim;

Commercial Catch Proposal has the meaning set out in clause 9.6.2(a);

Commercial Properties/Rights means:

- (a) those properties, interests, rights or assets over which the Crown gives the Governance Entity a right of first refusal under Part 8; and
- (b) the total allowable catch or quota over which the Crown gives the Governance Entity a right of first refusal under the Deed Granting a Right of First Refusal over Shellfish Quota given under clause 9.7.1;

Commercial Redress Property means each of the properties set out in Part 1 of the Commercial Redress Schedule;

Commercial Redress Schedule means schedule 1;

Consent Authority has the same meaning as in section 2 of the Resource Management Act 1991;

Conservation Board has the same meaning as in section 2 of the Conservation Act 1987;

Conservation Document has the meaning set out in clause 9.3.6;

Crown:

- (a) means Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
- (i) an Office of Parliament;
 - (ii) a Crown entity; or
 - (iii) a State enterprise;

Crown Agency means:

- (a) a Crown entity and includes the New Zealand Railways Corporation;
- (b) a State enterprise; or
- (c) any company or body which is wholly-owned or controlled by:
- (i) the Crown, a Crown entity or a State enterprise; or

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

- (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises, and includes any subsidiary of, or related company to, any such company or body;

Crown entity has the same meaning as in section 2(1) of the Public Finance Act 1989;

Crown Owned Minerals means any naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes:

- (a) all metallic minerals, non-metallic minerals, fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Crown Minerals Act 1991, and within the scope of the relevant minerals programmes; and
- (b) any prescribed substance within the meaning of the Atomic Energy Act 1945;

that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Cultural Redress means the Redress to be provided by the Crown in accordance with Part 9;

Cultural Redress Properties means the properties to be vested in fee simple, or as a reserve, in the Governance Entity under clauses 9.2.3 to 9.2.13 as Redress;

Cultural Redress Schedule means schedule 2;

Customary Rights has the meaning set out in clause 1.8;

Date of this Deed means the date this Deed is signed by the Parties;

Deed and Deed of Settlement means this Deed of Settlement, including the schedules to it;

Deed of Covenant means the deed of covenant referred to in clause 3.6 (the form of which is set out in schedule 3);

Deed Granting a Right of First Refusal over Shellfish Quota has the meaning set out in clause 9.7.1;

Deed of Recognition means a deed of recognition entered into by the Crown under clause 9.3.30;

Department means a department or instrument of the Government, or a branch or division of the Government, but does not include a body corporate, or other legal entity that has the power to contract, or an Office of Parliament;

Director-General has the same meaning as in section 2 of the Conservation Act 1987;

Disclosure Information means in respect of each Commercial Redress Property, and each Cultural Redress Property, the information already provided by, or on behalf of, the Crown to Ngaati Ruanui as set out in a letter from the Office of Treaty Settlements to the Mandated Negotiators dated 28 February 2001;

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

DOC Protocol has the meaning set out in **clause 9.1.2**;

DOC Protocol Area means the area shown on the map attached to the DOC Protocol in **Part 1** of the **Cultural Redress Schedule**;

Effective Date means the date that is 6 months after the Settlement Date;

Eligible Registered Member of Ngaati Ruanui means a Member of Ngaati Ruanui registered on the registry of Members of Ngaati Ruanui maintained by the Mandated Negotiators and aged 18 years or over as at 6 April 2001;

Encumbrances means, in respect of each Commercial Redress Property, the tenancies, leases, licences to occupy, easements, covenants or other third party property rights affecting that property set out in **Part 1** of the **Commercial Redress Schedule** in relation to that property;

Entity means a body corporate or an unincorporated body such as a trust;

Environment Court means the Court referred to in section 247 of the Resource Management Act 1991;

Financial and Commercial Redress means the Redress to be provided by the Crown in accordance with **Part 8**;

Financial and Commercial Redress Amount means \$41,000,000 being the value of the Financial and Commercial Redress (as provided in **clause 8.1**);

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Fisheries Protocol has the meaning set out in **clause 9.1.5**;

Fisheries Protocol Area means the area shown on the map attached to the Fisheries Protocol in **Part 1** of the **Cultural Redress Schedule** together with the adjacent waters;

Governance Entity means the Entity established in accordance with **Part 3**;

GST means goods and services tax chargeable under the Goods and Services Tax Act 1985 and extends to and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any GST;

Historical Claims has the meaning set out in **clauses 1.10** and **1.11**;

Imperial Act means any Act of the Parliament of England, or of the Parliament of Great Britain, or of the Parliament of the United Kingdom;

Indemnified Party means the Governance Entity and, where **clause 8.4** applies, the Ratified Transferee;

Interim Taranaki Report means the interim report of the Waitangi Tribunal referred to in the Background to this Deed;

Indigenous Species means the indigenous fish, flora and fauna species found within the DOC Protocol Area for which the Department of Conservation has statutory responsibility;

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

Kaikura Site has the meaning set out in **clause 9.2.8**;

Land Area outside Taranaki means Land in New Zealand that is outside Taranaki;

Land Holding Agent means the Minister of the Crown responsible for the Department which manages an existing or proposed Ukaipo Site or the Commissioner of Crown Lands, as the case may be;

Land in New Zealand means land within the baseline described in sections 5, 6 and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand, including all islands, except as otherwise provided in section 6 or section 6A of that Act);

Legislation means any Act or Regulation;

Local Authority has the same meaning as in section 2(1) of the Resource Management Act 1991;

Maben Site has the meaning set out in **clause 9.2.10**;

Mandated Negotiators means the Ngaati Ruanui Muru Me Te Raupatu Working Party;

Mandated Signatories means:

- (a) Patrick John Heremaia, Hoani Rangiira Heremaia, Spencer Waemura Carr and Simon Haimoana Maruera; or
- (b) on the death or incapacity of any one or more of those individuals, the remaining individuals;

MED Protocol has the meaning set out in **clause 9.1.7**;

MED Protocol Area means the area shown on the map attached to the MED Protocol in **Part 1** of the **Cultural Redress Schedule** together with the adjacent waters;

Member of Ngaati Ruanui has the meaning set out in **clause 1.7**;

Memorials means resumptive memorials imposed on land under the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990 or the Education Act 1989;

New Zealand Conservation Authority has the same meaning as in section 2 of the Conservation Act 1987;

New Zealand Historic Places Trust has the same meaning as in section 38 of the Historic Places Act 1993;

Nгаа Taonga a Taane raua ko Tangaroa means the species referred to in **clause 9.5.1(a)**;

Ngaati Ruanui has the meaning set out in **clause 1.4**;

Ngaati Ruanui Ancestor or Ancestors has the meaning set out in **clause 1.4.1**;

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

Ngaati Ruanui Values means, in relation to the Taki Poipoiia o Ngaati Ruanui, Ngaati Ruanui's statement in **Part 8** of the **Cultural Redress Schedule** of the cultural, spiritual, historic, and traditional association of Ngaati Ruanui with the Taki Poipoiia o Ngaati Ruanui;

Nga Rauru Governance Entity has the meaning set out in **clause 9.2.27(b)**;

Nga Rauru Settlement Legislation has the meaning set out in **clause 9.2.27**;

Notice means a notice or other communication given under this Deed;

NZGB has the meaning set out in **clause 9.4.1**;

Office of Parliament has the same meaning as in section 2 of the Public Finance Act 1989;

Other Properties/Rights means those properties, interests, rights or assets which are to be transferred to the Governance Entity (the value of which is not taken into account under the Financial and Commercial Redress Amount), the particulars of which are specified in:

- (a) **Part 9** (other than **clause 9.7**);
- (b) **clause 9.7**, to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity; and
- (c) **clauses 8.7 to 8.9**, to the extent those clauses relate to the grant of a right of first refusal to the Governance Entity;

Parties means Ngaati Ruanui and the Crown;

Paua Commercial Catch Proposal has the meaning set out in **clause 9.6.2(b)**;

Paua Fishery in the Fisheries Protocol Area means the fishery in the Fisheries Protocol Area of the species of paua named *haliotis iris*;

Permitted Catch has the meaning set out in **clause 9.6.8(a)**;

Place Names means the names of the places listed in **Part 12** of the **Cultural Redress Schedule**;

Proposal has the meaning set out in **clause 9.6.4(c)**;

Protection Principles has the meaning set out in **clause 9.3.4**;

Protocol means a protocol as described in **clauses 9.1.2 to 9.1.13** and in the form set out in **Part 1** of the **Cultural Redress Schedule**;

Provincial Ordinance means an Act or Ordinance passed by the Superintendent of any former province with the advice and consent of the relevant Provincial Council;

Pukemoko Pa Site has the meaning set out in **clause 9.2.6**;

Quota means quota under the Fisheries Legislation;

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Quota Management System has the meaning set out in the Deed Granting a Right of First Refusal over Shellfish Quota;

Ratified Transferee has the meaning set out in clause 8.4;

Redress means:

- (a) the acknowledgements and the apology given by the Crown under Part 7;
- (b) the Financial and Commercial Redress under Part 8; and
- (c) the Cultural Redress under Part 9;

Regulation means a regulation, rule, order, proclamation, notice, bylaw, warrant or other statutory instrument made, issued or given under an Act;

Regulatory Review has the meaning set out in clause 9.6.4(a);

Rehu Village Site has the meaning set out in clause 9.2.27;

Representative Entity has the meaning set out in clause 1.6;

Resource Consent has the same meaning as in section 87 of the Resource Management Act 1991;

RFR Area means the area of land contained in SO Plan 14786 and shown for the purposes of identification only on the map set out in schedule 3 to the RFR Deed;

RFR Deed means the deed to be entered into by the Crown under clause 8.7;

RFR Period has the meaning given to it by clause 8.9.2;

RFR Property has the meaning set out in the RFR Deed;

Settlement means the settlement of the Historical Claims to be effected under this Deed;

Settlement Date means the date which is 20 Business Days after this Deed becomes unconditional;

Settlement Legislation means the bill referred to in Part 4 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;

Settlement Transfer has the meaning set out in clause 8.5;

Shellfish RFR Area has the meaning set out in the Deed Granting a Right of First Refusal over Shellfish Quota in Part 14 of the Cultural Redress Schedule;

Specified Coastal Area has the same meaning as the Shellfish RFR Area;

State enterprise has the same meaning as in section 2 of the State-Owned Enterprises Act 1986;

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DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

Statutory Acknowledgement means an acknowledgement made by the Crown in the Settlement Legislation in respect of a Statutory Area, comprising the acknowledgement made by the Crown under clause 9.3.18, on the terms set out in clauses 9.3.18 to 9.3.29;

Statutory Areas means the areas, defined in Part 9 of the Cultural Redress Schedule, the general locations of which are indicated on the SO Plans indicated in that Part, and **Statutory Area** means any one of them; SO references are included in the relevant schedules for the purposes of indicating the general location of the Statutory Areas and are not intended to establish the precise boundaries of the Statutory Areas;

Statutory Plans means all regional policy statements, regional coastal plans, district plans, regional plans and proposed plans as defined in section 2 of the Resource Management Act 1991;

Taki Poipoia o Ngaati Ruanui means the area of land to be declared as a Taki Poipoia o Ngaati Ruanui under the Settlement Legislation;

Tangible Redress means:

- (a) Financial and Commercial Redress; and
- (b) the Other Properties/Rights;

Taranaki means that area of land encompassed within the outermost extent of the claimants' boundaries as set out in figure 4 of the Interim Taranaki Report;

Taranaki Claims means the claims made to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act 1975 and referred to in the first paragraph of the Background to this Deed;

Tarere Site has the meaning set out in clause 9.2.11;

Taurima of Ngaati Ruanui has the meaning set out in clause 1.9;

Tax includes income tax, GST and gift duty;

Tax Legislation means any Legislation that imposes Tax;

Total Allowable Commercial Catch means the total allowable commercial catch set by the Minister of Fisheries under sections 20 and 21 of the Fisheries Act 1996 in respect of the Quota Management Area (or specified for a fishery under sections 28C(1), 28CA, 28OB or 28OC of the Fisheries Act 1983, as the case may be);

Transferor Agency means the Office of Treaty Settlements;

Transfer Value means, in respect of each Commercial Redress Property, the amount set out in Part 1 of the Commercial Redress Schedule as being the Transfer Value for that property (subject to any adjustments to that Transfer Value under Part 2 of the Commercial Redress Schedule);

Turuturu Mokai Site has the meaning set out in clause 9.2.3;

Ukaipo Entitlement means an entitlement created and granted:

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

- (a) under **clauses 9.2.30 (a) and (b)**; and
- (b) in the form set out in **Part 6** of the **Cultural Redress Schedule**, and on the terms set out in that form;

Ukaipo Site means a site over which an Ukaipo Entitlement is granted, being a site which meets the criteria set out in **clause 9.2.31** and:

- (a) is within an area described in **Part 5** of the **Cultural Redress Schedule**; or
- (b) is identified as a replacement site under **clause 9.2.38(c)**;

Waterway means:

- (a) any lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being a continually or intermittently flowing body of fresh water, and includes a stream and modified water course, does not include any artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal); and
- (b) coastal waters, including harbours; and

Whakaahurangi Marae Site has the meaning set out in **clause 9.2.7**.

INTERPRETATION

14.2 In the interpretation of this Deed, unless the context otherwise requires:

- 14.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 14.2.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.2.4 the singular includes the plural and vice versa;
- 14.2.5 words importing one gender include the other genders;
- 14.2.6 a reference to a **Part**, **clause**, **schedule** or **attachment** is to a **Part**, **clause**, **schedule** or **attachment** of or to this Deed;
- 14.2.7 a reference in a **schedule** or **attachment** to a **paragraph** or an **appendix** means a **paragraph** in, or **appendix** to, that **schedule** or **attachment**;
- 14.2.8 a reference to any **Act** or **Regulations** includes a reference to that **Act** or those **Regulations** as amended, consolidated or substituted;
- 14.2.9 a reference to a **Party** in this Deed, or in any other document or agreement under this Deed, includes that **Party's** permitted successors;

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DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION

- 14.2.10 an agreement on the part of two or more persons binds each of them jointly and severally;
- 14.2.11 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 14.2.12 a reference to any monetary amount is to New Zealand currency;
- 14.2.13 a reference to time is to New Zealand time;
- 14.2.14 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 14.2.15 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 14.2.16 a reference to the Crown, or a Crown Agency, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result and, in particular, does not oblige the Crown or the Government of New Zealand to promote any legislation, except where this Deed requires the Crown to promote Settlement Legislation;
- 14.2.17 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 14.2.18 in the event of a conflict between a provision in the main body of this Deed (namely, any part of this Deed except the schedules or attachments) and the schedules or attachments, then the provisions of the main body of this Deed prevail;
- 14.2.19 a reference to any document being in the form specified in a schedule or attachment includes that document with such amendments as may be agreed in writing between Ngaati Ruanui and the Crown;
- 14.2.20 a reference to a date on which something must be done includes any other date which may be agreed in writing between Ngaati Ruanui and the Crown;
- 14.2.21 where something is required to be done on a day which is not a Business Day, that thing must be done on the next Business Day after that day;
- 14.2.22 a reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
- (a) that is agreed in writing between Ngaati Ruanui and the Crown; and
 - (b) that results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either of the Parties;
- 14.2.23 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter; and

DEED OF SETTLEMENT

14: DEFINITIONS AND INTERPRETATION


14.2.24 where the name of a reserve or other place is amended under this Deed, either the existing name or new name is used to mean that same reserve or other place.

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DEED OF SETTLEMENT

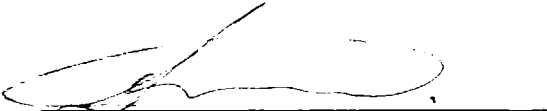
SIGNED as a Deed

SIGNED by the Mandated Signatories of NGAATI RUANUI



Patrick John Heremaia


Hoani Rangira Heremaia

Spencer Waemura Carr


Simon Haimoana Maruera

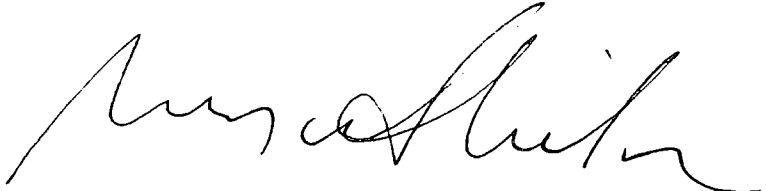
WITNESS


Name: Margaret Pake Kihauhiti Carr


Occupation: Kaumatua Kua

Address: 238 Victoria Street
Hawera

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations



WITNESS


Name: Rose Phillips

Occupation: Director, OTS.

Address: Wellington.

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DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Mandated Signatories
of NGAATI RUANUI

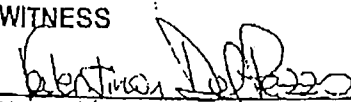
Patrick John Heremaia

Hoani Rangira Heremaia

Spencer Waemura Carr

Simon Haimoana Maruera

WITNESS


Name: VALENTINA DEL PERZO

Occupation: TRAINEE

Address: FRESHFIELDS BRUCKHAUS DERINGER
P. 3300 Montecitorio 145
00186 ROME

SIGNED for and on behalf of HER
MAJESTY THE QUEEN in right of
New Zealand by the Minister in Charge
of Treaty of Waitangi Negotiations

WITNESS

Name:

Occupation:

Address: