

KAHUKURAARIKI TRUST BOARD
being the Trustee of the Ngatikahu ki Whangaroa Trust

and

HER MAJESTY THE QUEEN
in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Ngatikahu ki Whangaroa**

22 December 2007

Negotiations to Date

- 1 On 20 September 2001, the Crown recognised the mandate of the Ngatikahu ki Whangaroa Trust (the "Trust") to negotiate, on behalf of Ngatikahu ki Whangaroa, an offer for the settlement of the Ngatikahu ki Whangaroa Historical Claims, subject to four conditions. On 14 October 2004, the Crown recognised that the Trust had satisfied the four conditions. The Kahukuraariki Trust Board was subsequently incorporated as a Board of Trustees under the Charitable Trusts Act 1957 as the trustee and authorised signatory of the Trust (the "Trustee").
- 2 On 19 October 2004, the Crown and the Trust entered into Terms of Negotiation ("the Terms of Negotiation"), which set out the scope, objectives and general procedure for negotiations.
- 3 Negotiations have now reached a stage where the Crown and the Trustee wish to enter this Agreement in Principle recording that they are willing to settle the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle.

General

- 4 This Agreement in Principle contains the nature and scope of the Crown's offer to settle the Historical Claims.
- 5 The redress offered to Ngatikahu ki Whangaroa to settle the Historical Claims comprises three main components. These are:
 - a Historical Account, Crown Acknowledgements and Crown Apology;
 - b Stony Creek Redress; and
 - c Other Redress.
- 6 Following the signing of this Agreement in Principle, the Crown and the Trustee will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims and all other necessary matters. The Deed of Settlement will be conditional on the matters set out in paragraph 62 of this Agreement in Principle.
- 7 The Crown and the Trustee each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 8 This Agreement in Principle is entered into on a without prejudice basis. It:
 - a is non-binding and does not create legal relations;
 - b cannot be used as evidence in any proceedings before, or be presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and
 - c does not affect the Terms of Negotiation between the Trust and the Crown.
- 9 Key terms used in this document are defined in paragraph 67.

Historical Account, Crown Acknowledgements, and Crown Apology

- 10 The Historical Account, Crown Acknowledgements and Apology are the cornerstone of the Crown's settlement offer.
- 11 The Historical Account will present an agreed understanding of the historical relationship between the Crown and Ngatikahu ki Whangaroa and will be included in the Deed of Settlement. On the basis of the Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 12 The Crown will then offer an apology to Ngatikahu ki Whangaroa in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown Acknowledgements and Apology will be developed following the signing of this Agreement in Principle.
- 13 The Historical Account is set out in **Attachment 2**. The text may be subject to such further editing and amendment for content, style, format and tone as the Crown and the Trustee agree is necessary.

Stony Creek Redress

Stony Creek Assets

- 14 The Deed of Settlement and, if necessary, the Settlement Legislation will provide for the Stony Creek Assets (held in the landbank administered by the Office of Treaty Settlements), as set out in Table 1, to be vested in fee simple estate for nil consideration in the Governance Entity on Settlement Date. The transfers will be subject to the specific conditions and encumbrances noted in Table 1 and in paragraphs 15, 16 and 17. Maps of Stony Creek Station, the Thomson Block and the Clarke Block are included in **Attachment 4**.

TABLE 1: STONY CREEK ASSETS

Asset	Description – North Auckland Land District	Specific conditions or encumbrances (known at the time of Agreement in Principle)
Stony Creek Station Map 1	2275.2786 hectares more or less being Section 1 SO 64554, Sections 1, 2, 3, 4, 5 and 6 SO 64294, Sections 7 and 8 SO 64295, Sections 9, 10, 11, 12 and 13 SO 64330 and Lots 2, 3 and 4 DP 112590	Part Section 5 SO 64294 (approximately 450 hectares) subject to a 30 year covenant over the coastal farm block in recognition of the block's high cultural, historical and spiritual significance to Ngatikahu ki Whangaroa See paragraphs 15 and 17
Thomson Block Map 2	390.0974 hectares more or less being Lots 1, 2 and 3 DP 164336 and Section 2 SO 59412	Subject to an archaeological covenant to protect registered archaeological sites See paragraphs 15 and 17
Clarke Block Map 3	380.4000 hectares more or less being Section 27, Block VI, Mangonui Survey District	Subject to an archaeological covenant to protect registered archaeological sites See paragraphs 15 and 17
Stony Creek Station Plant	Plant as at 26 November 2007 is listed in Attachment 5	See paragraph 15
Stony Creek Station Stock	11,500 Stock Units	See paragraph 16

Obligations Prior to Transfer

- 15 The Crown must maintain the Stony Creek Assets (excluding the Stony Creek Station Stock), until the earlier of Settlement Date or the date the commercial arrangements referred to in paragraph 19 come into effect, in substantially the same condition as they

are in at the date of this Agreement in Principle, fair wear and tear excepted and subject to events beyond the control of the Crown.

- 16 The Crown will continue to farm Stony Creek Station stock in accordance with good husbandry generally recognised in the district until the earlier of Settlement Date or the date the commercial arrangements referred to in paragraph 19 come into effect.
- a In determining the number of stock units to be transferred by the Crown it shall be determined as follows:
- i If the date of transfer is 30 June in any year the number of stock units will be 11,500;
 - ii If the date of transfer is any other time of the year it shall be the number of stock units (either more or less than 11,500) which would in the ordinary course of farming practice (including sales as they relate to the ordinary course of farming practice), and having regard to natural increases and allowing for mortality rates, have derived from 11,500 as at the preceding date of 30 June.

Conditions of Transfer

- 17 The transfer of the Stony Creek Assets will be subject to:
- a the condition that, if the Governance Entity sells some or all of the Stony Creek Station, the Clarke Block and/or the Thomson Block within 30 years after Settlement Date, then 50% of all sale proceeds (after deduction of sale expenses) must be paid to the Crown. The amount to be paid to the Crown will however not exceed the Agreed Base Value, increased by reference to a suitable land-based price index. The payment obligation also applies to any transaction that resembles sale, such as long term leases. This condition will be secured by placing a covenant on the titles to Stony Creek Station, the Clarke Block and/or the Thomson Block;
 - b the standard terms and conditions for the transfer of landbanked properties in a Treaty settlement (as modified, where applicable, to reflect the terms of this Agreement in Principle), including:
 - i confirmation that no prior offer back or third party rights or Crown obligations to third parties, such as those under the Public Works Act, exist in relation to the property; and any other statutory provisions which must be complied with before property can be transferred are able to be complied with;
 - ii any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to the Trustee as being required to be created;
 - iii Part 4A of the Conservation Act 1987, except to the extent that the Crown and Ngatikahu ki Whangaroa agree that section 24 of that Act (the reservation of marginal strips) does not apply; and

iv sections 10 and 11 of the Crown Minerals Act 1991.

- 18 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to the Stony Creek Assets and will provide such information to the Trustee.

Stony Creek Station: Interim Commercial Arrangements

- 19 It is the intention of the Crown and the Trustee to explore entering into a commercial arrangement for the Trustee to lease or manage the Stony Creek Assets following the date that the Agreement in Principle is signed.

Other Redress

Protocols

- 20 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 21 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Conservation;
 - b the Minister for Arts, Culture and Heritage; and
 - c the Minister of Fisheries.
- 22 The Crown proposes that the protocols will be on similar terms, in substance, to those provided in previous Treaty settlements. Following the signing of this Agreement in Principle, the content of the protocols will be drafted and agreed between the Crown and the Trustee for inclusion in the Deed of Settlement. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be the same as the Area of Interest (as shown in **Attachment 1**), together with adjacent coastal waters, to the extent that adjacent waters are covered by the applicable legislation. The matters that the Crown proposes each of the protocols will cover are set out in paragraphs 23 to 25.

Conservation Protocol

- 23 The Conservation Protocol is intended to recognise Ngātikahu ki Whangaroa as tangata whenua within the protocol area and their kaitiaki role over conservation lands in this area. The Conservation Protocol is intended to establish a positive and constructive relationship between the Department of Conservation and the Governance Entity, and could cover matters such as:
- a input into business planning and conservation management at the Department of Conservation Area Office level;
 - b access to, and the use of, cultural materials gathered from public conservation land for traditional purposes;
 - c the management of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical and cultural significance to Ngatikahu ki Whangaroa on public conservation land;

- d visitor and public information, in particular, opportunities for input into visitor appreciation materials;
- e input by the Governance Entity into the Department of Conservation's species management work;
- f co-operation on freshwater fisheries;
- g stranding of marine mammals;
- h consultation on the Department of Conservation's pest control operations;
- i co-operation on advocacy under the Resource Management Act 1991, particularly in relation to the protection and restoration of wetlands;
- j consultation with the Governance Entity on conditions for protection of wāhi tapu and wāhi taonga when considering concession applications;
- k consultation with the Governance Entity in any name changes instituted by the Department of Conservation;
- l identification of special projects, and provision of the Department of Conservation's resources to carry out projects the Department decides to proceed with;
- m advising the Governance Entity if any conservation land is going to be declared surplus;
- n confidentiality mechanisms for the protection of culturally sensitive information; and
- o objectives and processes for collaborative management of the sites returned to Ngatikahu ki Whangaroa where the surrounding reserves are retained by the Department of Conservation.

Taonga Tūturu Protocol

- 24 The Taonga Tūturu Protocol could cover the following matters:
- a newly found Taonga Tūturu;
 - b the export of Taonga Tūturu from New Zealand; and
 - c the Protected Objects Act 1975 and any amendment thereof.

Fisheries Protocol

- 25 The Fisheries Protocol could cover the following matters:
- a recognition of the interests of Ngatikahu ki Whangaroa in taonga fish species and marine aquatic life;
 - b development of sustainability measures, fisheries regulations and fisheries plans;
 - c rāhui;

- d management of customary non-commercial fisheries;
- e research planning;
- f consultation on the Ministry of Fisheries annual business plan;
- g consultation on contracting for services; and
- h consultation, where relevant and appropriate, on employment of staff with non-commercial interests fisheries responsibilities.

Promotion of Relationship with Local Authorities

26 The Deed of Settlement will provide for the Minister in Charge of Treaty of Waitangi Negotiations to write to the Northland Regional Council and the Far North District Council encouraging each council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the council and Ngatikahu ki Whangaroa.

Wāhi Tapu Properties

27 The Deed of Settlement and the Settlement Legislation will provide for the Wāhi Tapu Properties, as set out in Table 2 below, to be vested in fee simple estate for nil consideration in the Governance Entity on Settlement Date. The vestings will be subject to the specific conditions and encumbrances noted in Table 2 and in paragraphs 28 to 33. Maps of the Wāhi Tapu Properties are included in **Attachment 4**.

TABLE 2: WĀHI TAPU PROPERTIES

Site	Description – North Auckland Land District	Specific conditions or encumbrances (known at the time of Agreement in Principle)
Pukeānginga / Kiwitahi Urupā Map 4	12.2923 hectares more or less being Allotments 88A and 88B Parish of Mangonui East	
Temahani Urupā Map 5	6.0702 hectares more or less being Section 74 Block II Mangonui Survey District	
Opakau Urupā Map 6	9.4543 hectares more or less being Allotments 88C and 88D Parish of Mangonui East	
Taemaro to Tokomata Map 7	40.0 hectares approximately being Parts Section 1 and Part Section 4 Block II Mangonui Survey District (subject to survey)	Subject to a conservation covenant to maintain conservation values including public access (see paragraph 28)
Paekauri Site Map 8	10.9 hectares approximately being Part Allotment 141 Parish of Mangonui East (subject to survey)	Subject to a conservation covenant to maintain conservation values including public access (see paragraph 28)

Site	Description – North Auckland Land District	Specific conditions or encumbrances (known at the time of Agreement in Principle)
		Excluding an area around existing beacon and providing access to the DOC radio repeater
Pear Tree Bay Site Map 9	0.4 hectares approximately being Part Section 1 Block III Whangaroa Survey District (subject to survey)	See paragraph 29
Western end of Kowhairoa Peninsula Site Map 10	73 hectares approximately being Part Section 1 Block III Whangaroa Survey District (subject to survey)	See paragraph 300
Eastern end of Kowhairoa Peninsula Site Map 11	62.4 hectares approximately being Part Section 1 Block III Whangaroa Survey District (subject to survey)	See paragraph 30
Kowhairoa Urupā Site Map 12	1.6 hectare approximately being Part Section 1 Block III Whangaroa Survey District (subject to survey)	See paragraph 30
Waihi Bay Site Map 13	1 hectare approximately (subject to survey)	Subject to reserve status to maintain conservation values including public access

Vesting subject to a conservation covenant

28 As noted in Table 2, Taemaro to Tokomata (as shown on **Map 7** in **Attachment 4**), the Paekauri Site (as shown on **Map 8** in **Attachment 4**) will be transferred subject to a conservation covenant. The conservation covenants in respect of these sites will be on similar terms, in substance, to those provided in previous Treaty settlements. These will include provisions to enable integrated management of the areas transferred to Ngatikahu ki Whangaroa with the adjoining conservation land and enable the Department of Conservation to enter the land to examine and record its condition (to ensure compliance with the covenant).

Pear Tree Bay Site: Vesting with no encumbrances

29 In relation to the Pear Tree Bay Site (as shown on **Map 9** in **Attachment 4**), the Deed of Settlement and Settlement Legislation will provide that:

- a the reservation of the Pear Tree Bay Site under the Reserves Act 1977 will be revoked; and
- b the fee simple estate in the Pear Tree Bay Site will vest in the Governance Entity.

Western end of Kowhairoa Peninsula Site, Eastern end of Kowhairoa Peninsula Site, and Kowhairoa Urupā Site: Vesting subject to historic reserve classification

- 30 In relation to the Western end of Kowhairoa Peninsula Site (as shown on **Map 10 in Attachment 4**), the Eastern end of Kowhairoa Peninsula Site (as shown on **Map 11 in Attachment 4**) and the Kowhairoa Urupā Site (as shown on **Map 12 in Attachment 4**), the Deed of Settlement and Settlement Legislation will provide that:
- a the reservations of the Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site under the Reserves Act 1977 will be revoked;
 - b the fee simple estates of the Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site will vest in the Governance Entity;
 - c the Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site will be declared a reserve and classified as an historic reserve under section 18 of the Reserves Act 1977; and
 - d the Governance Entity will be the administering body of the Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site for the purposes of the Reserves Act 1977.

Conditions for Wāhi Tapu Properties

- 31 The vesting of these sites is subject to:
- a further identification and survey of sites where appropriate;
 - b confirmation that no prior offer back or other third party rights or Crown obligations to third parties, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions which must be complied with before property can be transferred are complied with;
 - c any specific conditions or encumbrances included in Table 2 known at the time of this Agreement in Principle;
 - d any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be vested, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as requiring to be created;
 - e the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except to the extent that the Crown and Ngatikahu ki Whangaroa agree that section 24 of that Act (the reservation of marginal strips) does not apply;
 - f sections 10 and 11 of the Crown Minerals Act 1991;
 - g any other specific provisions relating to Wāhi Tapu Properties that are included in a Deed of Settlement; and

- h the Crown confirming the nature and extent of overlapping claims to the sites and being satisfied that these interests have been appropriately safeguarded.
- 32 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to the Trustee. If any properties are unavailable for transfer for any of the reasons given in paragraph 31 or any other reasons identified in preparing the disclosure documents, the Crown has no obligation to substitute such properties with other sites.

Obligations associated with Wāhi Tapu Sites

- 33 Unless otherwise specified, the Governance Entity will be responsible for the maintenance of the Wāhi Tapu Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Wāhi Tapu Properties to the Governance Entity. The Governance Entity will be responsible for the preparation of reserve management plans under section 41 of the Reserves Act 1977 on the land transferred with reserve status.

Joint Advisory Committee

- 34 The Deed of Settlement and the Settlement Legislation will provide for a Joint Advisory Committee (“JAC”) over the Kowhairoa Peninsula and Matarakara blocks B1, B2B and B3 to be established.

TABLE 3: SITES TO BE INCLUDED IN THE JOINT ADVISORY COMMITTEE

Site	Description – North Auckland Land District	Specific conditions or encumbrances (known at the time of Agreement in Principle)
Kowhairoa Peninsula Map 18	285.9104 hectares more or less being Block III Whangaroa Survey District held in Gazette 1981 p 2922	See paragraph 30
Matarakara block B1 Map 18	23.5425 hectares more or less being Matarakara B1 held in Gazette 1981 p 2922	
Matarakara block B2B Map 18	33.8165 hectares more or less being Matarakara B2B held in Gazette 1981 p 2922	
Matarakara block B3 Map 18	74.0802 hectares more or less being Matarakara B3 held in Gazette 1981 p 2922	

- 35 The functions of the JAC will be to:
- a advise the Department of Conservation on conservation matters affecting the Remainder of the Kowhairoa Peninsula that will stay in Crown ownership (“the Remainder of Kowhairoa Peninsula”); and
 - b advise the Governance Entity on conservation matters affecting the Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site.
- 36 The Deed of Settlement and Settlement Legislation will further provide that:
- a the Director-General of Conservation will consult with, and have regard to the views of, the JAC in relation to conservation matters affecting the Remainder of the Kowhairoa Peninsula (as shown on **Map 18** in **Attachment 4**);
 - b in particular, the Director-General of Conservation will consult with, and have regard to the advice of, the JAC in relation to:
 - i the preparation of any Conservation Management Plans relating to the remainder of Kowhairoa Peninsula;
 - ii annual planning (including annual conservation priorities) in relation to the remainder of Kowhairoa Peninsula; and
 - c the Governance Entity will have regard to the views of the JAC in relation to conservation matters affecting Western and Eastern end of Kowhairoa Peninsula Sites and the Kowhairoa Urupā Site.
- 37 The Deed of Settlement and Settlement Legislation will provide that:
- a the JAC will consist of two members nominated by the Director-General of Conservation and two members nominated by the Governance Entity;
 - b initial membership nominations must be made in writing to the Director-General of Conservation within six months of Settlement Date;
 - c members will be appointed for a term of five years, and may be reappointed;
 - d the Chair for the first meeting is to be a nomination of the Director-General of Conservation, for the next meeting a nomination of the Governance Entity, and the role of Chair will be rotated between the nominees of the Director-General of Conservation and the Governance Entity meeting by meeting;
 - e unless the members unanimously agree otherwise, the JAC must meet twice a year;
 - f except as provided otherwise, the JAC can regulate its own procedure;
 - g no act or proceeding of the JAC will be invalid merely because of a failure of the Director-General of Conservation or the Governance Entity to nominate persons as members;

- h the Crown will meet the costs and expenses of the members nominated by the Director-General of Conservation incurred in acting as members; and half of the administrative costs and expenses of the JAC;
- i the Governance Entity will meet the costs and expenses of the members nominated by the Governance Entity incurred in acting as members; and half of the administrative costs and expenses of the JAC; and
- j the Director-General of Conservation will consult with the JAC prior to exercising his/her powers to discharge the JAC or change its composition.

Overlay Classification

- 38 The Deed of Settlement and the Settlement Legislation will provide for the declaration of a non-exclusive overlay classification over Whakaangi (as shown on **Map 14 in Attachment 4**), being the Whakaangi Scenic Reserve.
- 39 The name of the overlay classification is to be advised by the Trustee prior to the finalisation of the Deed of Settlement.
- 40 The declaration of an area as an overlay classification provides for the Crown to acknowledge Ngatikahu ki Whangaroa values in relation to that area. It also provides, in relation to that area, for:
 - a the Governance Entity and the Crown to agree on protection principles to avoid harm to Ngatikahu ki Whangaroa values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and
 - b the New Zealand Conservation Authority and the Northland Conservation Board to have regard to Ngatikahu ki Whangaroa values and the protection principles.
- 41 The overlay classification will be on similar terms, in substance, to those provided in previous Treaty settlements, except as described in paragraph 42.
- 42 The granting of an overlay classification to the Governance Entity over Whakaangi will not prevent the Crown from granting an overlay classification to overlapping claimant groups with respect to the same area. To this end, the Crown retains the ability to, after consultation with the Governance Entity, amend the protection principles if necessary to take account of a future Treaty settlement with an overlapping group.

Statutory Acknowledgements

- 43 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to the following areas within the Area of Interest:
 - a Paekauri (as shown on **Map 15 in Attachment 4**), being the area of the Paekauri Conservation Area remaining following the vesting of the Paekauri Site (as shown on **Map 8 in Attachment 4**);
 - b the Coastal Marine Area adjacent to the Area of Interest;

- c Part of the Oruaiti River (as shown on **Map 16** in **Attachment 4**); and
 - d Akatāreere (as shown on **Map 17** in **Attachment 4**), being the Akatere Historic Reserve).
- 44 Statutory acknowledgements provide for the Crown to acknowledge, in the Settlement Legislation, a statement made by Ngatikahu ki Whangaroa of their cultural, spiritual, historical and traditional association with a particular area. Statutory acknowledgements further provide for:
- a relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements for certain purposes;
 - b relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and
 - c the Governance Entity and any member of Ngatikahu ki Whangaroa to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Ngatikahu ki Whangaroa with the area in relation to which the statutory acknowledgement has been made.
- 45 The statutory acknowledgements provided to the Governance Entity will be on similar terms, in substance, to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
 - b in relation to waterways, will not include:
 - i a part of the bed of the waterway that is not owned by the Crown; or
 - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii an artificial watercourse; or
 - iv a tributary flowing into the waterway; and
 - c will not prevent the Crown from providing a statutory acknowledgements to persons other than Ngatikahu ki Whangaroa or the Governance Entity with respect to the same area.

Deed of Recognition

- 46 The Deed of Settlement and the Settlement Legislation will provide for a deed of recognition to be made in relation to Akatāreere, as shown on **Map 17** in **Attachment 4**.
- 47 Deeds of recognition provide for the Governance Entity to be consulted on matters specified in the deed of recognition, and for regard to be had to its views. The deed of

recognition to be provided to Ngatikahu ki Whangaroa will be on similar terms, in substance, to those provided in previous Treaty settlements (and will not prevent the Crown from entering into a deed of recognition with persons other than Ngatikahu ki Whangaroa or the Governance Entity with respect to the same area).

Place Names

- 48 The Crown and Ngatikahu ki Whangaroa will discuss the possibility of altering or assigning the following place names, as set out in Table 4, for inclusion in the Deed of Settlement, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, in accordance with the functions and practices of that Board.

TABLE 4: PROPOSED PLACE NAME ALTERATIONS OR ASSIGNMENT

Current name	Proposed name
Berghan Point (Te Whatu)	Te Whatu/Berghan Point
Paikauri	Paekauri
Akatere	Akatārere
Stony Stream	Waikohatu
[Unnamed peninsula]	Kowhairoa Peninsula
Ranfurly Bay	Tataa/Ranfurly Bay
Rere Bay	Te Rere Bay

- 49 The Crown and Ngatikahu ki Whangaroa will discuss the possibility of changing the following Department of Conservation site names, as set out in Table 5 below, for inclusion in the Deed of Settlement, if appropriate:

TABLE 5: PROPOSED DEPARTMENT OF CONSERVATION NAME CHANGES

Current name	Proposed name
Paikauri Conservation Area	Paekauri Conservation Area
Akatere Historic Reserve	Akatārere Historic Reserve

Other Issues

Claimant Definition

- 50 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.

- 51 The definition of Ngatikahu ki Whangaroa will include any individual, family, whānau, hapū or group who:
- a descends from one or more tupuna who exercised customary rights, by virtue of descent from Kahukuraariki, predominantly within the Area of Interest (as shown in **Attachment 1**) at any time after 6 February 1840; and/or
 - b is a member of one or more Ngatikahu ki Whangaroa hapū, including Ngāti Aukiwa, Te Hoia, Kaitangata, Te Pohotiare, Ngāti Rangimatamomoe, Ngāti Roha and Ngāti Rua.
- 52 The marae of Ngatikahu ki Whangaroa are at Taemaro, Waimahana, Taupo Bay, Otangaroa, Waihapa and Waitaruke.
- 53 The format for the definition of Ngatikahu ki Whangaroa and the definition itself will be discussed in the process of finalising a Deed of Settlement and will use a format similar to that used for previous Treaty settlements.

Scope of Settlement

- 54 The Deed of Settlement will settle all the Ngatikahu ki Whangaroa Historical Claims. Historical Claims means every claim made by Ngatikahu ki Whangaroa (in accordance with the definition in paragraph 51) or by a representative entity of Ngatikahu ki Whangaroa:
- wherever the claim occurs, including any claims relating to matters outside the Area of Interest (as shown in **Attachment 1**);
 - whether or not the claim has arisen or been considered, researched, registered, or notified;
 - whenever the claim is made (either before, on, or after Settlement Date);
- that:
- a is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty, or otherwise; and
 - b arises from or relates to acts or omissions before 21 September 1992:
 - i by or on behalf of the Crown; or
 - ii by or under any legislation;
 - c accordingly includes (without limiting the general wording of paragraphs 54(a) and 54(b)):
 - i every claim to the Waitangi Tribunal that relates specifically to Ngatikahu ki Whangaroa, including:
 - Wai 116 (Taemaro Land claim); and

- Wai 912 (Ngatikahu ki Whangaroa Lands and Resources claim); and
 - ii all other claims to the Waitangi Tribunal, insofar as they relate to Ngatikahu ki Whangaroa, including:
 - Wai 45 (Muriwhenua Lands claim);
 - Wai 58 (Whangaroa Lands and Fisheries claim);
 - Wai 230 (Matauri and Putataua Bays claim);
 - Wai 258 (Whangaroa Lands claim); and
 - Wai 262 (Indigenous Flora and Fauna claim).
- 55 The definition of Historical Claims is not intended to capture any claim that an individual or a family, whānau, hapū or group may have as a result of being descended from an ancestor other than Kahukuraariki.
- 56 The format for the definition of Historical Claims will be discussed in the process of finalising a Deed of Settlement and will use a format similar to that used for recent Treaty settlements.

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

- 57 The Crown and Ngatikahu ki Whangaroa will acknowledge in the Deed of Settlement that:
- a the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - b the Crown has applied a set of general guidelines during these negotiations to ensure a fair approach to the negotiation of historical Treaty claims while also seeking to treat each claim on its merits;
 - c the Crown seeks to achieve fairness between claims so that similar claims receive a similar level of financial and commercial redress;
 - d the Crown has to set limits on what and how much redress is available to settle historical claims;
 - e land in the public conservation estate is not generally available for use in Treaty settlements apart from individual sites of special cultural significance;
 - f it is not possible to fully compensate Ngatikahu ki Whangaroa for all the loss and prejudice so suffered;
 - g this foregoing of full compensation is intended by Ngatikahu ki Whangaroa to contribute to the development of New Zealand;

- h the decision of Ngatikahu ki Whangaroa in relation to this settlement is a decision that Ngatikahu ki Whangaroa take for themselves alone and it does not purport to affect the position of other tribes; and
- i taking all matters into consideration (some of which are specified in this clause) the settlement is fair in the circumstances.

Acknowledgements concerning the settlement and its finality

58 The Trustee and the Crown will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:

- a is intended to enhance the ongoing relationship between the Crown and Ngatikahu ki Whangaroa (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
- b will prevent any member of Ngatikahu ki Whangaroa (or any representative entity of Ngatikahu ki Whangaroa) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, or based on legislation, common law (including aboriginal title or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
- c except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngatikahu ki Whangaroa might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
- d does not extinguish any aboriginal title, or customary rights, that Ngatikahu ki Whangaroa may have;
- e does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
- f is not intended to affect any actions or decisions under:
 - i the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii the Māori Fisheries Act 2004;
 - iv the Māori Commercial Aquaculture Claims Settlement Act 2004;
 - v the Fisheries Act 1983;
 - vi the Fisheries Act 1996;
 - vii the Foreshore and Seabed Act 2004;
 - viii the Resource Management Act 1991; or

- ix the Marine Reserves Act 1971.
- 59 Ngatikahu ki Whangaroa will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
 - d the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Ngatikahu ki Whangaroa and the Governance Entity in the settlement; and
 - iv the Settlement Legislation,(except for in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
 - e any proceedings in relation to the Historical Claims are discontinued.
- 60 The Deed of Settlement will provide for Ngatikahu ki Whangaroa acknowledging and agreeing the following:
- a the Crown has acted honourably and reasonably in respect of the settlement;
 - b it is intended that the settlement is for the benefit of Ngatikahu ki Whangaroa and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between the Trustee and the Crown; and
 - c the settlement is binding on Ngatikahu ki Whangaroa and the Governance Entity (and any representative entity of Ngatikahu ki Whangaroa).

Removal of statutory protections and termination of landbanking arrangements

- 61 The Deed of Settlement will provide for Ngatikahu ki Whangaroa acknowledging and agreeing the following:
- a that the Settlement Legislation will provide that the following legislation does not apply to land in a Specified Area (as defined in paragraph 67), namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;

- iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and
 - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
- b that Settlement Legislation will provide for the removal of all resumptive memorials from land in the Specified Area;
 - c that the landbank arrangements in relation to Ngatikahu ki Whangaroa will cease;
 - d that neither Ngatikahu ki Whangaroa nor any representative entity of Ngatikahu ki Whangaroa have, from the Settlement Date, the benefit of the legislation referred to in paragraph 61(a) in relation to land outside the Specified Area; and that,
 - e neither Ngatikahu ki Whangaroa nor any representative entity of Ngatikahu ki Whangaroa will object to the removal by legislation of the application of the legislation referred to in paragraph 61(a) in relation to any land outside the Specified Area, or to the removal of memorials with respect to such land.

Conditions

62 Entry by the Crown into the Deed of Settlement will be subject to the following conditions:

Overlapping Interests

- a the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Ngatikahu ki Whangaroa;

Ratification

- c the Trustee obtaining a mandate from the members of Ngatikahu ki Whangaroa (through a process agreed by the Trustee and the Crown) authorising them to:
 - i enter into the Deed of Settlement on behalf of Ngatikahu ki Whangaroa; and
 - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Governance Entity

- d the establishment of an entity (the Governance Entity) prior to the introduction of Settlement Legislation that the Crown is satisfied:

- i is an appropriate entity to which the Crown will provide the settlement redress;
- ii has a structure that provides for:
 - a representation of Ngatikahu ki Whangaroa;
 - b transparent decision-making and dispute resolution processes; and
 - c full accountability to Ngatikahu ki Whangaroa; and
- iii has been ratified by the members of Ngatikahu ki Whangaroa (through a process agreed by the Trustee and the Crown) as an appropriate entity to receive that redress; and
- e the Governance Entity signing a deed of covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 63 This Agreement in Principle and the Deed of Settlement will be subject to:
- a the passing of Settlement Legislation to give effect to parts of the settlement; and
 - b Ngatikahu ki Whangaroa supporting the passage of Settlement Legislation.
- 64 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Governance Entity has been established and ratified and has signed a deed of covenant.
- 65 The Crown will ensure that the Trustee or Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

- 66 The Deed of Settlement will provide for the following taxation matters:
- a subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified by the Crown against income tax and GST arising from the transfer of the Stony Creek Redress by the Crown to the Governance Entity;
 - b this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Stony Creek Redress for such acquisition;
 - c subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified by the Crown against income tax, GST and gift duty arising from the transfer of Other Redress by the Crown to the Governance Entity;
 - d neither the Governance Entity nor any other person shall claim a Goods and Services Tax input credit or tax deduction in respect of any Other Redress or Stony Creek Redress provided by the Crown to the Governance Entity; and

- e for the avoidance of doubt, the indemnity does not extend to any tax liability arising in connection with the subsequent disposal of any of the Stony Creek Assets.

Definitions

67 Key terms used in this document are defined as follows:

Agreed Base Value means the value the Crown is required to attribute to the Stony Creek Assets (but not to the Stony Creek Station Stock and Plant) for its accounting procedures on disposal of assets.

Area of Interest means the area shown in **Attachment 1**.

Coastal Marine Area (as defined in the Resource Management Act 1991) means the foreshore, seabed, and coastal water, and the air space above the water—

- a of which the seaward boundary is the outer limits of the territorial sea;
- b of which the landward boundary is the line of mean high water springs, except that where that line crosses a river, the landward boundary at that point shall be whichever is the lesser of—
 - i one kilometre upstream from the mouth of the river; or
 - ii the point upstream that is calculated by multiplying the width of the river mouth by 5.

Crown means:

- a The Sovereign 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 named in the First Schedule to the State-Owned Enterprises Act 1986.

Deed of Settlement means the Deed of Settlement to be entered into between the Crown and Ngatikahu ki Whangaroa in accordance with paragraph 6.

Governance Entity means an entity as described in paragraph 62(d).

Historical Claims has the meaning set out in paragraphs 54 and 55.

Kowhairoa Peninsula means that land comprising Part Section 1 Block III Whangaroa Survey District.

Ngatikahu ki Whangaroa means the groups and individuals to be defined in the Deed of Settlement in accordance with paragraph 51.

Settlement Date means the date that is 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Governance Entity.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

Specified Area means an area referred to in paragraph 61, which is yet to be agreed between the Crown and the Trustee, which:

- a will include the Wāhi Tapu Properties and the Stony Creek Assets; and
- b may include other lands if the Crown is satisfied that Ngatikahu ki Whangaroa have exclusive customary interests in those lands.

Stony Creek Assets means those assets listed in Table 1 that are held within the landbank administered by the Office of Treaty Settlements.

Stony Creek Redress means the transfer of Stony Creek Assets to the Governance Entity on Settlement Date.

Stony Creek Station Plant means the machinery and equipment as at 26 November 2007 listed in **Attachment 5** that is held within the landbank administered by the Office of Treaty Settlements.

Stony Creek Station Stock means the Stock Units referred to in Table 1 and Paragraph 16, held within the landbank administered by the Office of Treaty Settlements.

Taonga Tūturu (as defined in the Protected Objects Act 1975) means an object that—

- a relates to Māori culture, history or society; and
- b was, or appears to have been,—
 - i manufactured or modified in New Zealand by Māori; or
 - ii brought into New Zealand by Māori; or
 - iii used by Māori; and
- c is more than 50 years old.

Trust has the meaning set out in paragraph 1.

Trustee has the meaning set out in paragraph 1.

Wāhi Tapu Properties means the properties listed in Table 2.

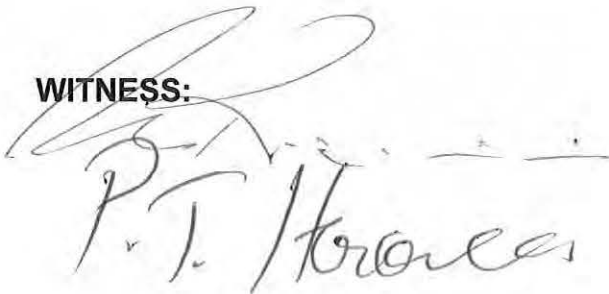
SIGNED this 22nd day of December 2007

For and on behalf of the Crown:



Hon Dr Michael Cullen
Minister in Charge of Treaty of Waitangi Negotiations

WITNESS:



The common seal of the Kahukuraariki Trust Board (as trustee of the Ngatikahu ki Whangaroa Trust) was affixed in the presence of:

Manaki Poto
M. Poto
E. Sepania

Eliza Sepania-Carter

Tohu / Trustee

Tohu / Trustee



WITNESSES:

WITNESSES:

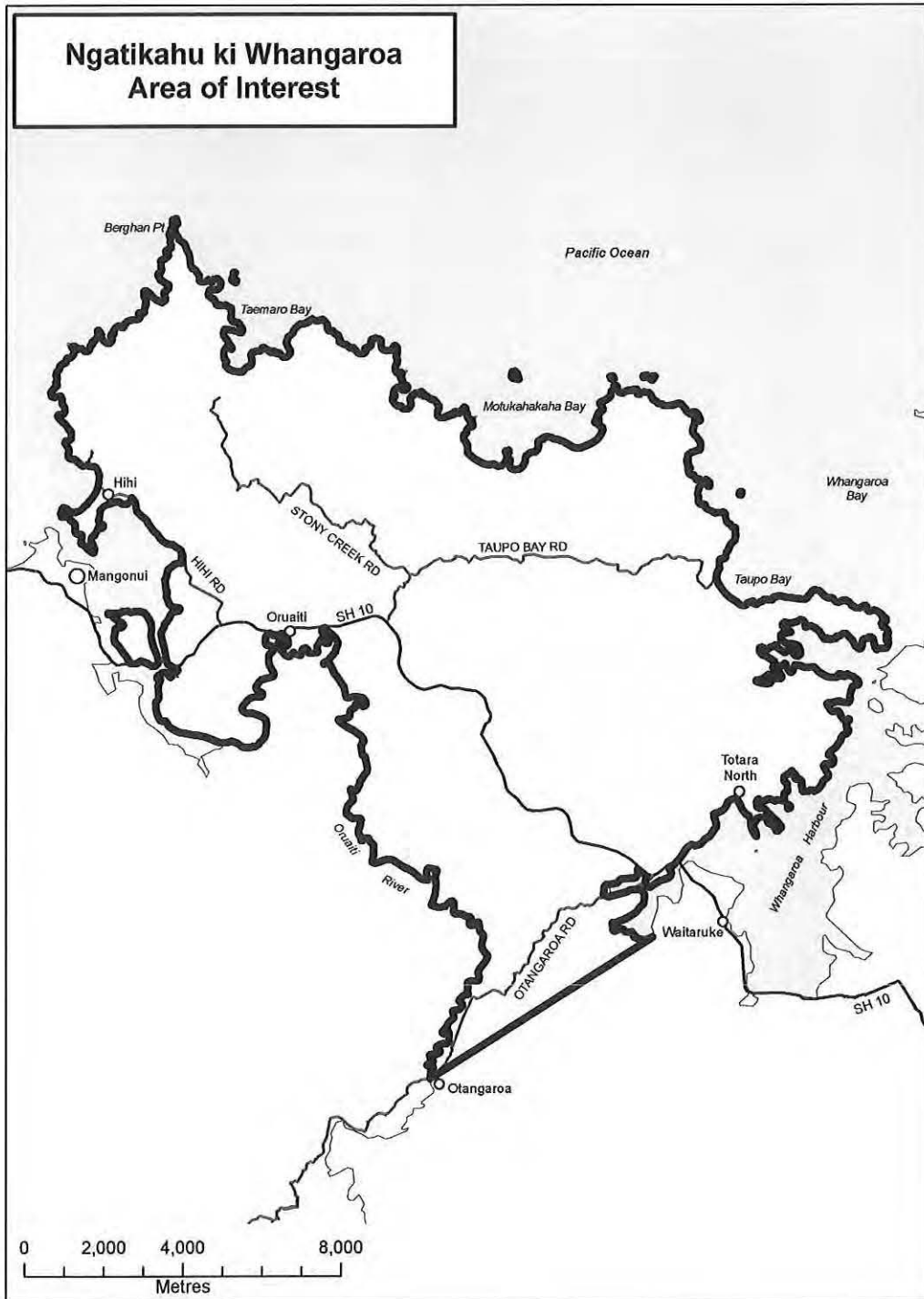
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Attachment 1: Area of Interest



Attachment 2

Historical Account

Background

1. Ngatikahu ki Whangaroa describe their ancestral lands as being between the eastern side of the Mangonui Harbour and the Whangaroa Harbour. This area covers from Taemaro along the coastline to Omata then to Te Whatu (Berghan Pt) then to Tokerau (Doubtless Bay), to Waiaua, Te Hihi and then to Paewhenua Motu (Island), up the Oruaiti River taking in Otangaroa, Maunga Taratara, Waihapa, then to Waihapa Bay and following the shoreline along Totara North around to Taupo Bay then northward to Frear Bay, Tupou Bay, Motukahakaha, Waimahana and then back to Taemaro. Ngati Kahu ki Whangaroa have maintained their ahi kā over their ancestral lands through occupation. This is an area approaching 50,000 acres.
2. By the 1840s, other iwi from the east and south-west had also asserted some authority over the land between the Mangonui and Whangaroa Harbours. The Crown, as a consequence, usually dealt with chiefs of other iwi on matters relating to those lands.

Pre-Treaty and Crown Transactions over Eastern Mangonui lands

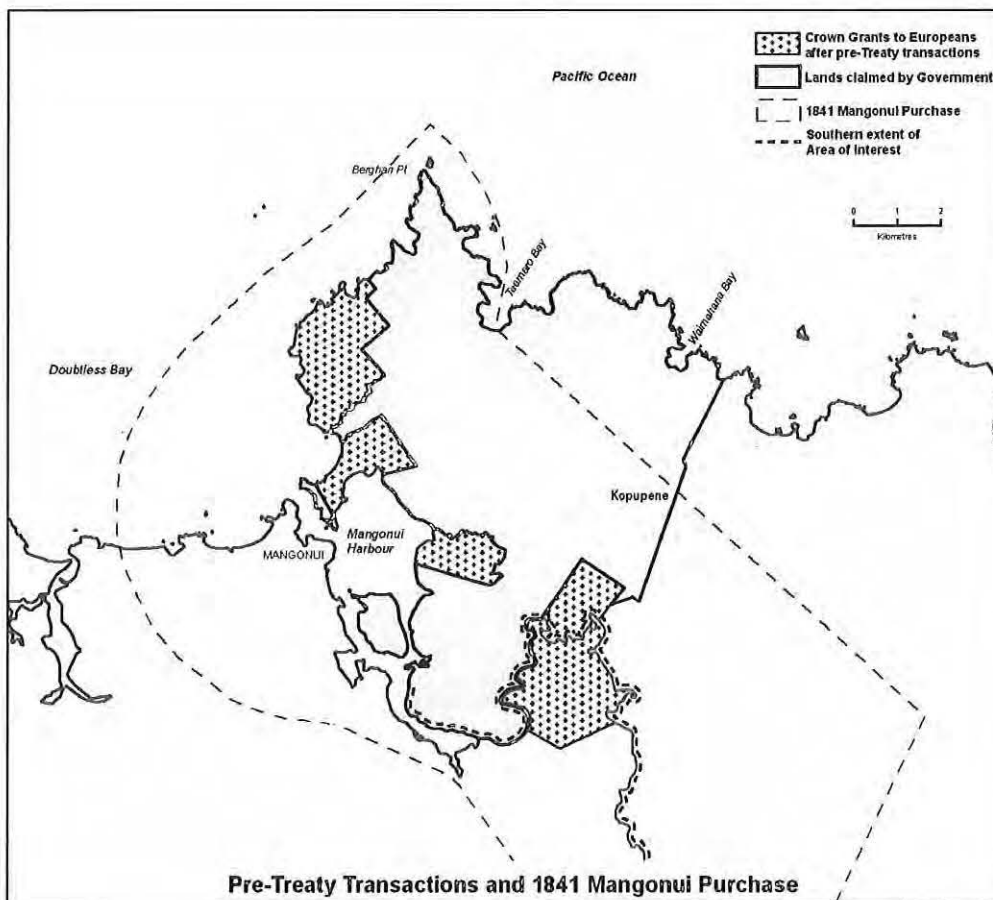
3. Two chiefs of other iwi, Nopera Panakareao and Pororua Wharekauri, were in dispute over the extent of their authority in the Mangonui-Oruru area in 1840. Pororua Wharekauri had entered into land transactions prior to 1840 with Pakeha traders and sawyers, covering approximately 17,000 acres on the eastern side of Mangonui Harbour. The Crown sought to settle the dispute by acquiring the interests of each chief in a broad area between Mangonui, Taemaro and Otangaroa in separate transactions in 1841. Both the Crown transactions incorporated land that Pakeha claimed to own through their pre-Treaty dealings with Pororua Wharekauri. All these transactions encompassed ancestral lands of Ngatikahu ki Whangaroa in eastern Mangonui, but there is no evidence of Ngatikahu ki Whangaroa taking part in them.

Investigation of Eastern Mangonui Pre-Treaty Transactions

4. Before the signing of the Treaty of Waitangi Governor Hobson promised that the Crown would inquire into pre-Treaty transactions between Māori and settlers, and return any lands unjustly held. The Crown subsequently set up a Land Claims Commission to investigate all pre-1840 land transactions. Generally, where the transaction was supported by Māori, the Commission would recommend that the Crown issue a land grant to the Pakeha claimant. The amount of land the Crown granted depended on a set of specific criteria.
5. Land Claims Commissioner Colonel Edward Godfrey arrived at Mangonui to investigate land claims in the district in January 1843. Land Claims Commissioners generally heard evidence from Māori on whether they confirmed the transaction as valid or challenged the rights of those involved in the transaction with the land claimant to deal in the land in question. Godfrey was, however, unable to complete his investigations into the eastern Mangonui lands because of the conflict over land rights in this area between Nopera Panakareao and Pororua Wharekauri. The Crown offered Pakeha who claimed eastern Mangonui lands 'scrip' (a certificate that they could exchange for Crown land elsewhere) to remove them from the area of conflict. In return, the Crown took over their land claim.

In most cases Māori evidence about the validity of the pre-Treaty transactions had not been heard in an open, public inquiry. The Crown later presumed, without further formal investigation of the pre-Treaty transaction, that it owned some of these lands. In 1851 the Crown granted 852 acres of land in the eastern Mangonui area to two Pakeha settlers in satisfaction of their land claims in another area.

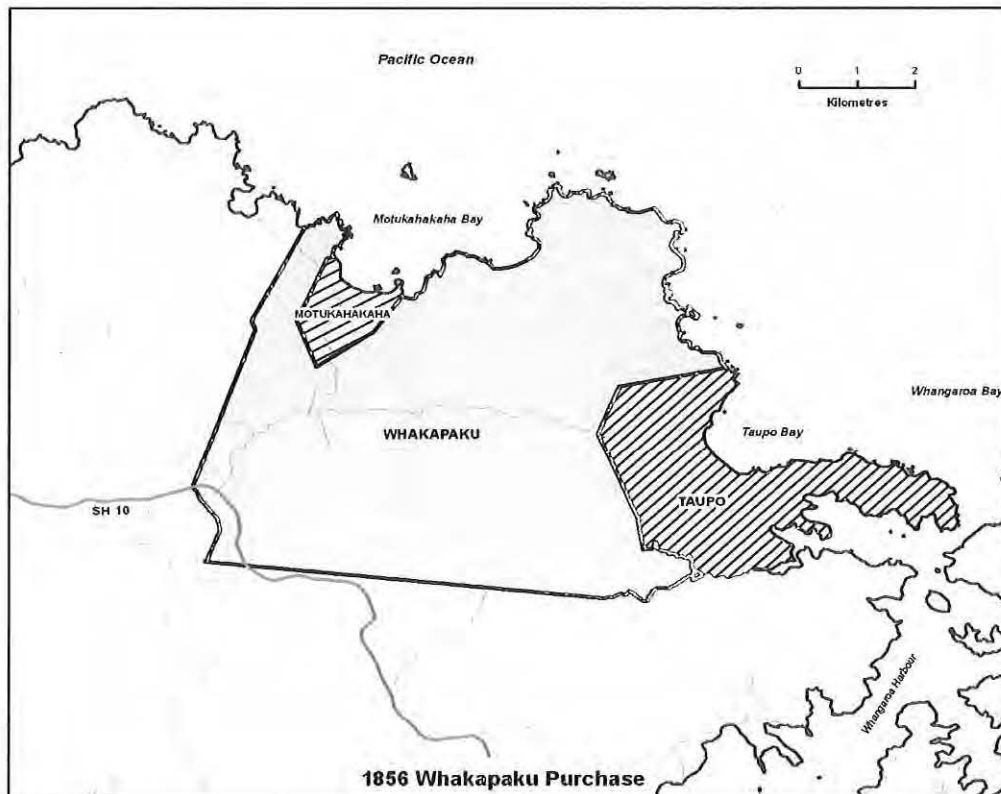
6. The ownership of lands transacted before 1840 remained unclear, particularly in the eastern Mangonui area, and the Crown set up a further inquiry process aimed at resolving any outstanding claims. In 1857 Land Commissioner, Francis Dillon Bell, inquired into outstanding claims in the eastern Mangonui area. Bell investigated some claims but did not undertake any formal inquiry into Māori interests in the land for other claims. As a result of recommendations made by Bell the Crown granted approximately 1900 acres of land in eastern Mangonui to Pakeha settlers.



7. The Crown retained the remainder of the eastern Mangonui lands involved in pre-1840 transactions under its 'surplus' land policy. The Crown considered that if Māori had sold the land to a settler then customary title had been extinguished and the Crown could then issue a land grant to the settler. The Crown generally limited land grants to settlers to a maximum of 2,560 acres to ensure settlers did not become owners of large areas of land. The Crown retained the balance of land from the original transaction, which was estimated at the time to be 11,000 acres, as 'surplus land'. Most of the surplus areas were not surveyed on the ground at this time and Ngatikahu ki Whangaroa and other Māori continued to live on some of these lands, including the land around Taemaro Bay.

Crown Purchase of Whakapaku Block

8. In April 1856 some Māori chiefs offered to sell the Crown the Whakapaku block, which encompassed most of the land between Motukahakaha Bay and the Whangaroa Harbour. The Crown purchased the Whakapaku block in December 1856. Two areas, at Taupo and Motukahakaha, were reserved from the sale. At this time, Crown officials estimated that the boundaries of the block contained 3,000 acres and the reserved blocks, Taupo and Motukahakaha, 400 and 180 acres respectively. On survey, in 1857, it was found that the Whakapaku block actually contained 12,050 acres. The Taupo block contained 2,510 acres and the Motukahakaha block contained 480 acres.



1863 Mangonui Purchase

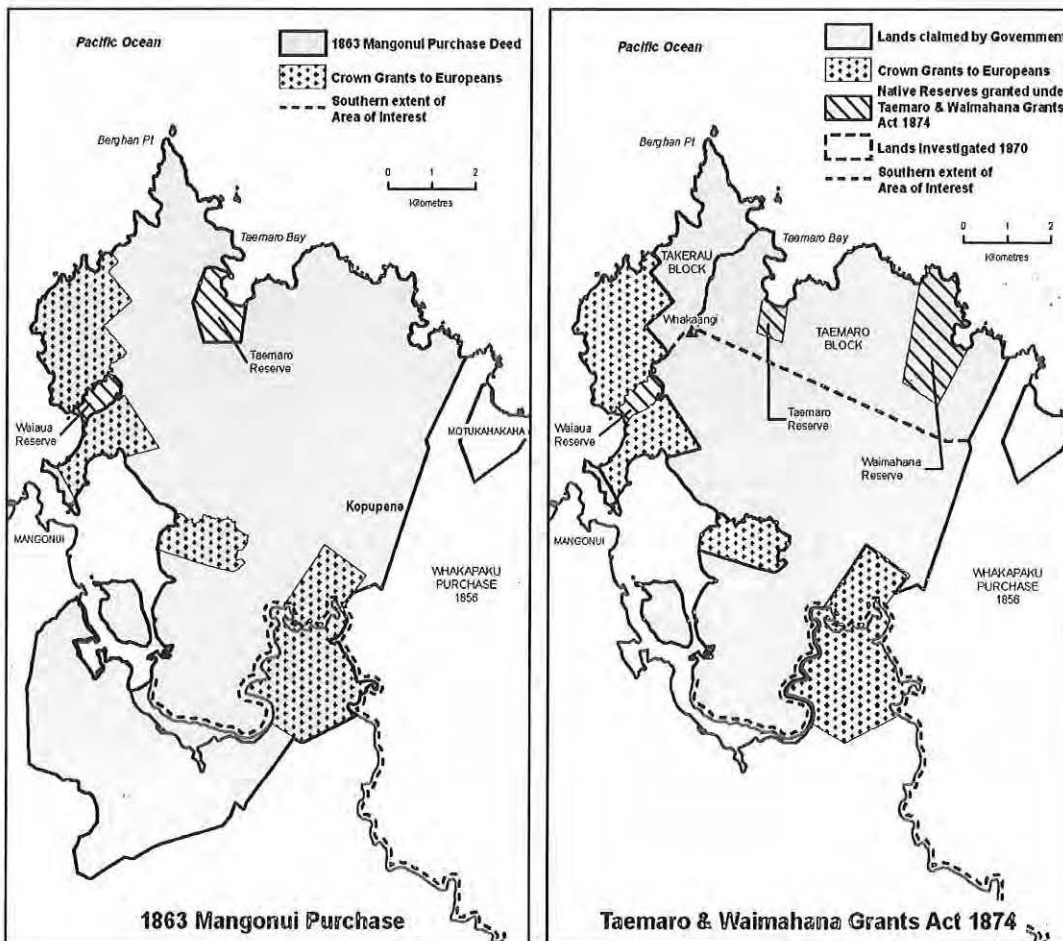
9. In 1862 local Māori claimed that they still had interests in the eastern Mangonui area. The Resident Magistrate, William Bertram White, considered that most of the land they claimed already belonged to the government through its surplus land policy and offered them £100 for their claim, which was initially rejected.
10. In May 1863 the Crown signed an agreement (the Mangonui purchase deed) with Pororua Wharekauri and other chiefs, including the Ngatikahu ki Whangaroa chief Te Paeara, to extinguish all outstanding claims in the area between the Mangonui Harbour and the Whakapaku block for payment of £100. This transaction included Kopupene, which was an area where Resident Magistrate White acknowledged that Māori title had not previously been extinguished.

11. Two areas within the boundaries of the Mangonui purchase deed, Taemaro (77 acres) and Waiaua (144 acres) were surveyed out and were intended to be granted to Māori as reserves. The surveyed area for the Taemaro reserve did not include all of the areas at Taemaro Bay that were occupied and cultivated by Ngatikahu ki Whangaroa. The deed did not specify who would be granted these reserves and no Crown grants were issued at this time. Ngatikahu ki Whangaroa continued to live in their settlements at Taemaro and Waimahana.
12. It is unclear whether a sketch plan of the area described in the Mangonui Purchase deed was available at the time the deed was signed. One of the Ngatikahu ki Whangaroa signatories to the deed claimed in petitions to the Crown in the 1890s that the only land they had intended to include in this transaction was Kopupene.

Taimaro¹ and Waimahana Grants Act 1874

13. In the late 1860s Tamati Werohu and others applied to the Native Land Court for an investigation of title into the Taemaro block, which was within the area covered by the Mangonui Purchase Deed. The Crown also claimed ownership of this land as 'surplus' lands of the Crown, but Crown officials did not attend the Court's title investigation hearings in 1870 to press the Crown's claim. Judge Maning recorded that "the claimant stated in the course of the investigation that he had heard that part or the whole of this land is claimed by the government but that there was no foundation for any such claim. No one appeared to oppose the claim on the part of the government and the land is not marked on any plan in my possession as Government land". The Court awarded the 3,990 acre Taemaro block to Māori owners.
14. In 1869, the Court also heard applications for title to the Whakaangi and Takerau blocks, which were also within the area covered by the 1863 Mangonui Purchase Deed. It dismissed the Whakaangi claim and awarded the 977 acre Takerau block to Māori owners. The Government subsequently sought and was granted a rehearing in respect of the Takerau block. As a result of the rehearing, the Court decided that it did not have any jurisdiction over the land, because it was owned by the Crown, and cancelled the claimants' certificate of title.
15. Resident Magistrate White only discovered that the Court had issued a certificate of title for the Taemaro block in September 1870. He informed the Court and the Native Minister that the Taemaro land was Crown land. There was no jurisdiction for the Court to investigate his claim, as it was outside the period of time allowed to apply for a rehearing.
16. In July 1871 three of the signatories to the 1863 Mangonui deed applied to the Court to have the 77 acre Taemaro reserve promised in that deed granted to them. This land was within the 3990 acre Taemaro block the Court had awarded to 26 Māori the previous year. Their application was dismissed because they did not provide a survey plan.

¹ The Act misspelled the name Taemaro.



17. In 1873, White attended a Native Land Court hearing to try to overturn the Taemaro certificate of title. White subsequently persuaded the Taemaro block owners to surrender their title to the 3,990 acres in return for reserves of 99 acres at Taemaro and 649 acres at Waimahana. When an issue arose eighteen years later about the circumstances of the surrender of the title to the Taemaro block, White stated that the Judge had recommended to the holders of the title that they surrender the certificate, and appeal to the Government for a grant of land. White reported that the local community also put pressure on the title holders to give up their certificate of title. Ngatikahu ki Whangaroa made several petitions beginning in 1881 stating that White had threatened terms of imprisonment for the grantees if they did not surrender their certificate of title. The Crown officials involved denied these allegations.
18. The 99 acre Taemaro reserve replaced the 77 acre reserve promised to Māori as a result of the 1863 Mangonui purchase. This agreement was given effect to by the Taemaro and Waimahana Grants Act 1874. The Act empowered the Governor to issue Crown grants to six named grantees for the Taemaro reserve, rather than the 26 who had been awarded ownership of the wider Taemaro block by the Court in 1870. The Waimahana reserve was to be granted to 10 people.
19. The surrender of the Native Land Court's certificate of title to Taemaro block remained a contentious issue for Ngatikahu ki Whangaroa. The grants for the reserves were not issued until the turn of the century, despite a number of petitions from Ngatikahu ki Whangaroa.

20. Ngatikahu ki Whangaroa continued to petition the Crown between 1876 and the 1940s disputing its ownership of 'surplus' lands in the area and seeking a review of transactions on the Taemaro, Takerau and other lands (see Attachment 3 for a list of available petitions and petitioners). There were a number of Crown investigations into the petitions of Ngatikahu ki Whangaroa but the issues were not resolved.
21. Petitions about the Taemaro and the Takerau block were referred to the Government for inquiry and were eventually considered by a Royal Commission established in 1946 to investigate Māori claims relating to surplus land. The Commission did not make any specific recommendations in respect of the Ngatikahu ki Whangaroa grievances. One Commissioner stated that "The whole question could only be one of surplus lands and even if there was any surplus in this case any rights of whatever kind the Maoris might have had therein were extinguished by the Crown purchases from the Maoris". The Commission recommended that compensation be paid on a regional basis rather than directly to the iwi affected by surplus land sales. As a result the Tai Tokerau Māori Trust Board was established and the Crown paid it £47,150 4s for all of the surplus land claims in the North Auckland region.

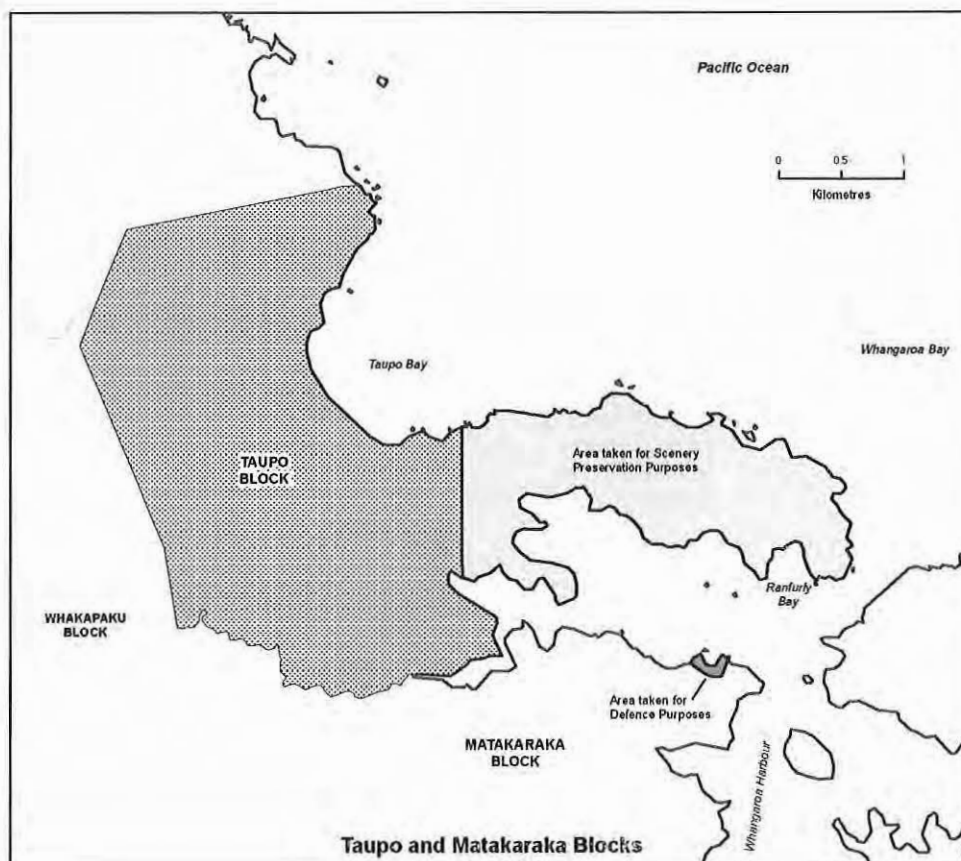
Motukahakaha Block

22. The Native Land Court investigated ownership of the Motukahakaha block in 1873 and awarded it to two owners with a proviso that the block be inalienable for sale or lease for more than 21 years. The Motukahakaha block was later sold to private interests.

Taupo Block

23. In 1899 the Governor, Lord Ranfurly, and Premier, Richard Seddon, had a picnic at a beach in the Taupo block near the entrance to Whangaroa Harbour. They were impressed with their surroundings and renamed the area (known to local Māori as Kohatupapa) Ranfurly Bay, after the Governor. Seddon later recorded that local Māori had indicated they would be willing to meet a request from the Government to gift the bay for a recreation reserve.
24. Before the area could be reserved for this purpose, ownership of the wider Taupo block had to be determined by the Native Land Court and the agreed area partitioned out of the wider block. . The owners applied to the Native Land Court for an investigation of title to the Taupo block but the Surveyor-General, S. Percy Smith, initially would not authorise the necessary survey of the block because he was concerned that Māori in the area had little land remaining. He considered that once the land was surveyed and title determined it would be more likely to be sold.
25. In 1900 Premier Seddon directed the local Land Purchase Officer to make a further approach to Māori about ceding Ranfurly Bay to the Crown. Seddon asked that the Māori owners be told that they would "earn the esteem and respect of this generation and the generations to come" if they agreed to the wishes of the Governor and the Government to set the land apart for all time as a recreation reserve.
26. Motukiwi, Hone Tua and others of Ngatikahu ki Whangaroa subsequently agreed to provide the Crown with an area estimated at about ten acres of land at Ranfurly Bay. When an official reported to Seddon on the agreement, he included a map he had drawn of the land to be given and suggested authorising a survey of the whole block. He also suggested that the Crown consider purchasing a further area of land near the Bay to acquire some interesting caves. The caves were ancient burial caves of Ngati Kahu ki Whangaroa.

27. By April 1901 both the local settlers and the Maori owners were expressing their desire to have the reservation of the land progressed. In September 1901 Motukiwi Honetua and Wirihana Honetua asked the Native Office to prepare a map of the Ranfurly Bay land desired by the Crown, so the Native Land Court could investigate title to the land. They applied to the Court to have the title investigated, but the Chief Judge of the Court had instructed the local Judge that investigations of title were to be suspended. In November 1901, other Māori from Whangaroa and Taupo sought information on the nature of the agreement that had been entered into with the Government as they had not been informed of it.
28. The Tokerau Māori Land Council investigated title to the 2,510 acre Taupo block in 1902 and 1905. The Council made an order, with the consent of the owners, granting the Crown around 17 acres of the block in Ranfurly Bay. No action was taken to formalise this award and the land was not vested in the Crown at this time.
29. The Crown appointed a Scenery Preservation Commission in 1904 under the Scenery Preservation Act 1903 (which aimed to protect sites of scenic and historic significance). The Commission's role included finding and recommending suitable scenic and historic sites for permanent reservation by the Crown. In 1905 the Chair of the Commission, S. Percy Smith, advised the Department of Tourist and Health Resorts that Ranfurly Bay was in his notes for reservation but he was not sure how much land the Commission would want. The Commission did not make any recommendations to the Crown to reserve the land.
30. The Crown again began investigating in 1912 whether it could acquire land in Whangaroa Harbour area on the peninsula part of the Taupo block (which had been partitioned and was known as Taupo 24 block) for a scenic reserve after representations from members of the public and the Chairperson of the Whangaroa County Council that land at Okahumoko Bay had scenic value. Local people and tourists used the bays in the area for camping and recreation in summer. The Crown Lands Ranger advised that much of the area had no scenic value, but recommended that a strip of water frontage and an inland area of bush be purchased and reserved. Instead, the Crown decided to acquire 706 acres, which was the majority of the peninsula, for scenery preservation purposes.
31. The 706 acre area was within the 910 acre Taupo 24 block which had 58 owners and contained a number of burial grounds and three pas. The Crown decided in 1915 to take the land under scenery preservation and public works legislation, but deferred action because of the state of the country's finances due to the war.
32. By the time the Crown started formal action to take the land in 1919 local Māori had leased the block to a farmer for 30 years for £40 a year. A notice of the Crown's intention to take the land for scenic purposes was published in the *New Zealand Gazette* and in a local newspaper in April 1919, but it is not clear whether the owners of the land were directly advised.



33. The Crown formally took the land in June 1919, under the authority of the Public Works Act 1908, the Scenery Preservation Act 1908 and the Scenery Preservation Amendment Act 1910, and subsequently started proceedings in the Native Land Court to compensate affected parties.
34. The compensation claimed was considerably more than the value estimated by Crown officials. As a result, the Crown sought a delay in the Native Land Court's decision on compensation, while it considered whether to reduce the amount of land it would take. Land Department officials advised that "it would be unwise and wasteful to lock up the whole of the 706 acres permanently as a Scenic Reserve" and that the Crown's scenery preservation needs could be served by reserving a five chain-wide strip of water frontage around Ranfurly Bay and the adjacent bay. The lessee did not agree with this proposal and the Court proceeded with its compensation decision. It awarded the lessee £999 compensation for the loss of his lease of the 706 acres. The 58 Māori owners were awarded £1,060 for the loss of ownership over that land. The taking of the land meant the Māori owners lost the income stream they had negotiated with the lessee for that land for the remaining 27 years of the lease.
35. There is no record of any contact between the land owners and the Crown about the taking of this land. The area taken included many pa, urupa and other sites of importance to Ngatikahu ki Whangaroa.
36. In 1935 a Ngatikahu ki Whangaroa resident Mrs Riwhi, was concerned that members of the public were entering burial caves on the Taupo 24 block and removing relics. An

injunction was sought and received from the Native Land Court to try to stop the desecration of their sacred sites.

Matakaraka Block

37. During the Second World War the Navy occupied 6 acres of Māori land in the Matakaraka block opposite Ranfurly Bay and built a wharf, barracks, gun emplacements and observation dugouts. At the end of the war the Navy no longer required the site but the Crown decided to take the land under public works legislation so that it could preserve the value of the Crown's investment in the wharf and buildings.
38. The Crown does not appear to have consulted the owners of the land before taking it by proclamation in August 1946. The Court awarded compensation of £55 the following year and ordered it be paid to the Tokerau District Maori Land Board for distribution to the owners. The Crown removed all the moveable buildings, including the wharf platform. In 1983 the Crown declared that the 6 acre area was no longer required for public works purposes. The Crown considered offering the land back to its former owners as required under section 40 of the Public Works Act 1981. Officials noted that it would be a complex task to trace the descendants of the 89 former owners of the land. Instead, the Crown decided to transfer it to the Department of Lands and Survey as the block did not have legal road frontage and the surrounding lands had been sold to that Department. In 1990, after appeals from descendants of the former owners, the Crown vested the land in representatives of those former owners.
39. In 1949 the Whangaroa County Council wrote to the Commissioner of Crown Lands proposing that the Crown acquire the 324 acre Matakaraka B blocks (consisting of three blocks: Matakaraka B1, B2 and B3) from their Māori owners and vest them in the Council as a scenic reserve. The Crown decided to apply to the Maori Land Court to call a meeting of the owners of the blocks to test whether they would be willing to sell the land to the Crown. At that hearing, the owners stated that they wanted those lands to be reserved for local Maori. They indicated that used it for gathering oysters, in areas that the 1946 fishing regulations reserved for their use. They also indicated they would possibly build on the land. The Court asked the owners to give the matter further consideration and suggested the land be visited during the next Court session.
40. In informal discussions, some owners subsequently indicated to Crown officials that they were willing to discuss negotiating to sell the land to the Crown. The process for alienating Māori land owned by more than 10 people required the Māori Land Board to call a meeting of the owners (known as an 'assembled owners meeting') to consider the purchase offer and resolve whether to proceed. An assembled owners meeting had a quorum if 5 owners of the land were present or represented, irrespective of the amount of their total shareholding in the land. A resolution was deemed to be carried if the owners who voted in favour of it owned a larger total share of the land than those who voted against it.
41. In February 1952 the Maori Land Board called meetings of 'assembled owners' for each of the Matakaraka B blocks to consider the Crown's proposal to acquire them for scenic purposes. The meeting for Matakaraka B1 block did not proceed because of insufficient attendance. The Crown subsequently decided to deal directly with the individual owners, as there was no legal requirement to hold an assembled owners meeting for this block because there were only 6 owners. Six of the fifty owners of the Matakaraka B2 block met and resolved to sell that block to the Crown. The Matakaraka B3 block meeting was attended by 8 of the 122 owners. According to the records of the meeting they unanimously resolved to sell the land.

42. At a subsequent Tokerau Maori Land Board meeting to discuss the sale of the Matarakara B2 and B3 blocks one of the owners who had earlier supported the resolution to sell the Matarakara B3 block objected to the transfer, stating that the price was too low. Others stated that they expected at least £1 per acre for the land and the matter was referred back to Crown officials to see whether the Crown would agree to raise its offer. The Crown subsequently agreed to pay £1 per acre and the transactions for those blocks were completed in 1953. The Maori owners retained two and half acres in Matarakara B2 for summer fishing camps and access to offshore oyster beds.
43. Crown officials approached the owners of Matarakara B1 individually to purchase their land. Five of the 6 owners had signed a Memorandum of Transfer by February 1954 but Maori Land Court officials were unable to locate the remaining owner to seek his agreement to sell his share of the land. The Maori Land Court subsequently issued an Order directing that the Maori Trustee act as that owner's agent and execute the transaction in favour of the Crown. The Maori Trustee received the purchase money to distribute to the owner.
44. The Matarakara B blocks were subsequently declared to be Crown land in 1958. They were added to the Ranfurly Bay Scenic Reserve, which was under the control of the Whangaroa County Council, in 1959.

Land Remaining in Māori Ownership

45. Today Ngatikahu ki Whangaroa only own approximately 3 percent of their ancestral lands and the majority of their people live outside of their tribal rohe.

Attachment 3

Ngatikahu ki Whangaroa Letters of Protest and Petitions to the Crown, 1876-1950

Some signatories who signed the following petitions and letters may have affiliated to iwi other than Ngatikahu ki Whangaroa.

LETTER TO THE CROWN, 12 JULY 1876

Appears to protest against Crown actions in relation to Taemaro and Waimahana lands

Hemi Paeara

LETTER TO THE CROWN, 28 SEPTEMBER 1881

Asking for an inquiry into Taemaro and Waimahana lands

Te Huirama Tukariri

PETITION TO PARLIAMENT, 13 AUGUST 1886

Asking that a court be held to decide who are the owners of Te Kapera

Hemi Paeara and 5 others

PETITION TO PARLIAMENT, 16 JUNE 1891

Asking for an investigation into Whakaangi block

Rewiri Kaiwaka and the whole of his hapu

PETITION TO PARLIAMENT, 17 JUNE 1891

Asking for an investigation into Taemaro block

Hemi Paeara and the whole of his hapu

PETITION TO THE CROWN, 7 SEPTEMBER 1892

Asking for a reconsideration of the Taemaro petition

Hemi Paeara

PETITION TO PARLIAMENT, 27 JUNE 1893
Requesting an inquiry into Taemaro-Whakaangi lands
Hemi Paeara and 38 others

PETITION TO PARLIAMENT, 4 OCTOBER 1901
Asking for an inquiry into Pakorau, part of Whakapaku block
Hemi Paeara Hukaatia Taka and others

PETITION TO THE CROWN, 21 JUNE 1905
Seeking inclusion of Hemi Paeara's name in the Waimahana grant

<i>Hemi Paeara</i>	<i>Kei Roha</i>	<i>Makarini Werahi</i>
<i>Aperahama Hemi</i>	<i>Aperahama Wi</i>	<i>Kahu Werahiko</i>
<i>Hamuera Aperahama</i>	<i>Maraea Wi</i>	<i>Wire Werahiko</i>
<i>Haki Pera</i>	<i>Raniera Wi</i>	<i>Rina Werahiko</i>
<i>Puke Aperahama</i>	<i>Rangitahi Wi</i>	<i>Mita Manu</i>
<i>Makarita Aperahama</i>	<i>Hona Taniere</i>	<i>Mate Haere Wiremu</i>
<i>Tamati Pera</i>	<i>Tekuku Ngapine</i>	<i>Poata Wiremu</i>
<i>Mere Panoko</i>	<i>Hukatere Ngapine</i>	<i>Kete Teahere</i>
<i>Tumu Tamati</i>	<i>Rangitahi Kaiapa</i>	<i>Rihi Patu</i>
<i>Tawio Wiripo</i>	<i>Heeni Rangitahi</i>	<i>Merepaea Patu</i>
<i>Noema Tawio</i>	<i>Ngahemo Rangitahi</i>	<i>Raiha Patu</i>
<i>Erihe Tawio</i>	<i>Tarei Paeara</i>	<i>Kere Ngawati</i>
<i>Mate Tawio</i>	<i>Maraea Tarei</i>	<i>Hakopa Meu</i>
<i>Maria Tawio</i>	<i>Makarena Hone</i>	<i>Taniera Meu</i>
<i>Roka Ngaringi</i>	<i>Rina Hare</i>	<i>Te Ini Hami</i>
<i>Hemi Roha</i>	<i>Pirihira Terima</i>	<i>Mereana Pateriki</i>
<i>Pirihita Taniere</i>	<i>Eru Werahiko</i>	<i>Keremete Patu</i>
<i>Hauri Roha</i>	<i>Petera Werahiko</i>	<i>Ruka Kemete</i>
<i>Te Kawau Roha</i>	<i>Pio Werahiko</i>	

PETITION TO PARLIAMENT, 30 AUGUST 1906
Asking that burial places on Whakaangi block be prevented from passing into the hands of Europeans
Ngamoni Rewiri and 26 others

PETITION TO PARLIAMENT, 17 JULY 1907

Asking that Europeans be prevented from taking timber from Whakaangi block

Ngamoni Rewiri
Perenara Hoani

Mita Wahanui
Rewiri Hoani

Ngaringi Brown
and others

PETITION TO PARLIAMENT, 31 JULY 1908

Seeking inclusion of their names in the Crown grant of Waimahana block

Hemi Paeara
Oneroa Meu
Hakopa Meu

Hami Taua
Rangitahi Kaiapa
Aperahama Hemi
Rina Hare

Tawio Tumu
Makarena Hone
Tarei Paeara

PETITION TO PARLIAMENT, 16 NOVEMBER 1909

Asking for their people to be granted land, as they are landless following the loss of Whakaangi block

Kete Te Ahere
Mereana Pateriki
Henare Keremete
Maraea Tarei
Ruka Keremete
Erina Wiremu
Raiha Keremete
Hera Henare Paraone
Ngapera Hoani

Rihi Keremete
Wiremu Henare Paraone
Erana Henare Paraone
Hokio Henare Paraone
Hokio Henare Paraone
Toma Henare Paraone
Keremete Henare Paraone
Repeka Wiremu
Peata Wiremu

Hariata Kereti
Mere Manuka
Rirena Pateriki
Ngahuka Mita
Peata Honepetera
Heni Hare Atama
Merepaea Keremete
Manu Pateriki

PETITION TO PARLIAMENT, 5 JULY 1910

Asking for the restoration of Taemaro block to its original owners

Hemi Paeara
Hoi Reihana Hapa
Hare Reihana Hapa
Tawio Tumu
Tamati Tawio
Repeka Tawio
Maria Tawio
Petera Werahiko
Hone Tawio
Hunia Tawio
Kawau Roha
Mate Te Kawau

Rangitahi Kaiapa
Ngahemo Rangitahi
Heemi Rangitahi
Hone Hopa
Wi Hopa
Haki Rangitahi
Hona Hopa
Wiremu Kaewa
Hemi Roha
Makarita Roha
Iriaka Te Turi Hemi
Hare Atama
Rina H Atama

Taarei Paeara
Maraea Taarei
Taniere Meu
Pirihita Taniere
Aperahama Hemi
Hamuera Aperahama
Pera Aperahama
Puke Aperahama
Makarita Aperahama
Tamati Aperahama
Ana Aperahama
Erana Aperahama

PETITION TO PARLIAMENT, 4 OCTOBER 1910

Asking that some Crown lands be granted to them as they are landless following the loss of
Whakaangi block

<i>Kete Te Ahere</i>	<i>Kaa Henare</i>	<i>Nete Aperahama</i>
<i>Merepaea Keremete</i>	<i>Perene Henare</i>	<i>Miriama Etitana</i>
<i>Hone Kuruini</i>	<i>Renata Henare</i>	<i>Ihaka Manuka</i>
<i>Ngapera Hoani</i>	<i>Arena Henare</i>	<i>Pateriki H. Kuriruni</i>
<i>Ruka Matiu</i>	<i>Peata Wiremu</i>	<i>Mereana Pateriki</i>
<i>Toma Paraone</i>	<i>Miraka Wiremu</i>	<i>Manu Pateriki</i>
<i>Wi Paraone</i>	<i>Keremete Paraone</i>	<i>Riana Pateriki</i>
<i>Kere Erihe</i>	<i>Wiremu Pauro</i>	<i>Hariata Kereti</i>
<i>Maraea Tarei</i>	<i>Hone Erihe</i>	<i>Mere Manuka</i>
<i>Peata Hone</i>	<i>Rawhiri Erihe</i>	<i>Rihi Matiu</i>
<i>Kawau Hone</i>	<i>Hera Paraone</i>	<i>Ngaringi Paraone</i>
<i>Ihimaera Hone</i>	<i>Mata Hokio</i>	<i>Pare Manuka</i>
<i>Te Paea Hone</i>	<i>Erana Paraone</i>	<i>Ongaoraia Henare</i>
<i>Henare Hone</i>	<i>Hemoata Hokio</i>	<i>Perio Henare</i>
<i>Anarina Erihe</i>	<i>Petera Pauro</i>	<i>Rina Tarei</i>
<i>Rata Erihe</i>	<i>Matehaere Whiroa</i>	<i>Heni Hare</i>
<i>Mereana Rata</i>	<i>Maria Manuka</i>	<i>Hana Hare</i>
<i>Kura Hami</i>	<i>Wii Manuka</i>	<i>Henare Hare</i>
<i>Henare Keremete</i>	<i>Tehina Manuka</i>	<i>Hokio Paraone</i>
	<i>Wiremu Kaewa</i>	

PETITION TO PARLIAMENT, 26 AUGUST 1912

Asking for a Royal Commission to inquire into ownership of Taemaro block

<i>Hemi Paeara</i>	<i>Makarena Hoone</i>	<i>Pateriki Hoone</i>
<i>Taarei Paeara</i>	<i>Peata Hoone</i>	<i>Te Tahanga Roha</i>
<i>Rina Tarei</i>	<i>Tini Haami</i>	<i>Hone Hopa</i>
<i>Hemi Roha</i>	<i>Maunga Rangitahi</i>	<i>Wiremu Hopa</i>
<i>Hare Atama</i>	<i>Ngahemo Rangitahi</i>	<i>Hami Taniere</i>
<i>Aperahama Witanga</i>	<i>Hona Taniere</i>	<i>Hauri Taniere</i>
<i>Kei Roha</i>	<i>Petera Werahiko</i>	<i>Maraea Witanga</i>
<i>Kawau Roha</i>	<i>Rina Werahiko</i>	<i>Raniera Witanga</i>
<i>Take Hemi</i>	<i>Tamati Tawio</i>	<i>Makarita Roha</i>
<i>Tawio Tumu</i>	<i>Makarena Werahiko</i>	<i>Iriaka Te Turi Hemi</i>
<i>Erihe Tawio</i>	<i>Eruera Werahiko</i>	<i>Hinga Te Kawau</i>
<i>Repeka Tawio</i>	<i>Pio Werahiko</i>	<i>Mate Te Kawau</i>
	<i>Raiha Roha</i>	

PETITION TO PARLIAMENT, 6 OCTOBER 1921

Asking that Whakaangi block be returned to them

<i>Kete Te Ahere</i>	<i>Kirihau Henare</i>	<i>Tamati Maaka</i>
<i>Maraea Tarei</i>	<i>Rii Henare</i>	<i>Repeka Maaka</i>
<i>Makarena Hone</i>	<i>Wiri Henare</i>	<i>Pera Maaka</i>
<i>Bertha Hone</i>	<i>Ruka Matiu</i>	<i>Hakimaitai Maaka</i>
<i>Ihimaera Hone</i>	<i>Aperahama Henare</i>	<i>Rawiri Maaka</i>
<i>Te Paea Hone</i>	<i>Hona Taniere</i>	<i>Maaka Maaka</i>
<i>Te Rori Erihe</i>	<i>Hauri Taniere</i>	<i>Kere Hoone</i>
<i>Taniere Erihe</i>	<i>Hami Taniere</i>	<i>Rahera Hoone</i>
<i>Ropeka Erihe</i>	<i>Kei Aperahama</i>	<i>Mikaera Hoone</i>
<i>Rewiri Erihe</i>	<i>Heemi Roha</i>	<i>Te Kawau Hone</i>
<i>Hariata Ihimaera</i>	<i>Toma Heemi</i>	<i>Henare Hone</i>
<i>Maria Manuka</i>	<i>Mihi H. Roha</i>	<i>Pio Hone</i>
<i>Tepua Manuka</i>	<i>Rahiri H. Roha</i>	<i>Hoto Hone</i>
<i>Mere Manuka</i>	<i>Anarina H. Roha</i>	<i>Kereama Hone</i>
<i>Pare Manuka</i>	<i>Wiremu Hoani</i>	<i>Henare Hare</i>
<i>Ihaka Manuka</i>	<i>Wiremu T. Roha</i>	<i>Mata Hare</i>
<i>Ruahine Manuka</i>	<i>Peata Hepa</i>	<i>Ira Hare</i>
<i>Tewi Manuka</i>	<i>Riana Hepa</i>	<i>Kere Hare</i>
<i>Manuka Mihipo</i>	<i>Rapine Hepa</i>	<i>Hone Petera</i>
<i>Kere Erihe</i>	<i>Matehaere Henare</i>	<i>Maaka Tepania</i>
<i>Rirena Ngawiki</i>	<i>Henare Pene</i>	<i>Miraka Mita</i>
<i>Ngawiki Tamiti</i>	<i>Hori Henare</i>	<i>Hoani Manuera</i>
<i>Keeti Ngawiki</i>	<i>Riki Henare</i>	<i>Wi Manuera</i>
<i>Mereana Ngawiki</i>	<i>Pateriki Henare</i>	<i>Raiha Perio</i>
<i>Erana Ringi</i>	<i>Ema Pateriki</i>	<i>Hone Kani</i>
<i>Hakopa Meu</i>	<i>Mei Tawio</i>	<i>Waitoto Terori</i>
<i>Keretiana Hemi</i>	<i>Tamati Tawio</i>	<i>Mereana Erihe</i>
<i>Wiremu Kaewa</i>	<i>Erihe Tawio</i>	<i>Erina Erihe</i>
<i>Tetai Puatau</i>	<i>Hona Tawio</i>	<i>Puke Erihe</i>
<i>Harata Tatai</i>	<i>Roka Tawio</i>	<i>Toma Paraone</i>
<i>Manuera Wiripo</i>	<i>Pirihata Tawio</i>	<i>Keremete Paraone</i>
<i>Eruera Komene</i>	<i>Maata Tawio</i>	<i>Kararaina Paraone</i>
<i>Hakopa Komene</i>	<i>Ripeka Tawio</i>	<i>Wii Paraone</i>
<i>Mereana Wiripo</i>	<i>Pauro Manuka</i>	<i>Hone Erihe</i>
<i>Henare Matiu</i>	<i>Heremia Henare</i>	<i>Rawiri Erihe</i>
<i>Maa Henare</i>	<i>Raureti Manuka</i>	<i>Aperahama Witanga</i>
<i>Pereme Henare</i>	<i>Henare Manuka</i>	<i>Nete Aperahama</i>
<i>Mae Henare</i>	<i>Ihimaera Mihipo</i>	<i>Hira Aperahama</i>
<i>Arena Puru</i>	<i>Maraea Hoto</i>	<i>Raiha Aperahama</i>
<i>Rina Henare</i>	<i>Kare Hoto</i>	<i>Terahe Aperahama</i>
<i>Nganaia Henare</i>	<i>Tarei Hoto</i>	<i>Hariata Aperahama</i>
<i>Tame Henare</i>	<i>Rapata Hoto</i>	<i>Raniera Aperahama</i>
<i>Perio Henare</i>	<i>Ritihia Maaka</i>	<i>Ngaringi Paraone</i>
<i>Huhana Henare</i>	<i>Werahiko Maaka</i>	

PETITION TO PARLIAMENT, 26 OCTOBER 1921

Asking that Taemaro block be returned to them

<i>Kere Erihe</i>	<i>Tewi Manuka</i>	<i>Heemi Roha</i>
<i>Ngawiki Tamati</i>	<i>Maraea Hoto</i>	<i>Toma H. Roha</i>
<i>Riana Ngawiki</i>	<i>Rapata Hoto</i>	<i>Rahiri H. Roha</i>
<i>Mei Tawio</i>	<i>Tarei Hoto</i>	<i>Akinihi H. Rona</i>
<i>Hoana Tawio</i>	<i>Kare Hoto</i>	<i>Anarina H. Roha</i>
<i>Mereana Ngawiki</i>	<i>Hone Petera</i>	<i>Ngaringi Paraone</i>
<i>Keti Ngawiki</i>	<i>Makarena Hoone</i>	<i>Ngapera Hoani</i>
<i>Hare Atama</i>	<i>Kereti Hoone</i>	<i>Hoko te Mou</i>
<i>Henare C Atama</i>	<i>Mihaera Hoone</i>	<i>Kei Aperahama</i>
<i>Matu C Atama</i>	<i>Hare Hoone</i>	<i>Aperahama Henare</i>
<i>Iraa C Atama</i>	<i>Kawau Hoone</i>	<i>Hona Taniere</i>
<i>Kere C Atama</i>	<i>Tepaea Hoone</i>	<i>Hauri Taniere</i>
<i>Taka C Atama</i>	<i>Rahera Hoone</i>	<i>Hami Taniere</i>
<i>Peata Hepa</i>	<i>Ngahiraka Hoone</i>	<i>Aperahama Witanga</i>
<i>Riana Hepa</i>	<i>Rori Erihe</i>	<i>Hira Aperahama</i>
<i>Rapine Hepa</i>	<i>Taniere Terori</i>	<i>Raiha Aperahama</i>
<i>Matehaere Henare</i>	<i>Mereana Terori</i>	<i>Terehia Aperahama</i>
<i>Hori Henare</i>	<i>Erina Terori</i>	<i>Hariata Aperahama</i>
<i>Pateriki Henare</i>	<i>Puke Terori</i>	<i>Taniera Aperahama</i>
<i>Riki Henare</i>	<i>Repeka Teriori</i>	<i>Nete Aperahama</i>
<i>Henare Pene</i>	<i>Waitoto Terori</i>	<i>Ringi Puru</i>
<i>Emma Pateriki</i>	<i>Rawiri Terori</i>	<i>Erana Ringi</i>
<i>Wiremu Kawau</i>	<i>Manuka Mihipo</i>	<i>Toma Paraone</i>
<i>Kawau Roha</i>	<i>Mere Manuka</i>	<i>Keremete Paraone</i>
<i>Mate Tekawau</i>	<i>Ihaka Manuka</i>	<i>Wi Paraone</i>
<i>Pikake Pauro</i>	<i>Tepua Manuka</i>	<i>Kararaina Paraone</i>
<i>Hariata Ihimaera</i>	<i>Ruahine Manuka</i>	<i>Hone Erihe</i>
<i>Pauro Manuka</i>	<i>Heremia Manuka</i>	<i>Rawiri Erihe</i>
<i>Ihimaera Mihipo</i>	<i>Raureti Manuka</i>	<i>Hana Paraone</i>
<i>Maria Manuka</i>	<i>Mihipo Manuka</i>	<i>Hemi Roha</i>

PETITION TO PARLIAMENT, 13 AUGUST 1924

Asking for an inquiry into the taking of Whakaangi block by the Crown

Kete Te Ahere

PETITION TO PARLIAMENT, 12 JULY 1939

Asking that Maori Land Court investigation into Whakaangi, Taemaro, and other lands be resumed

Perene H. Tukariri and 105 others

PETITION TO PARLIAMENT, 15 NOVEMBER 1950

Praying for investigation into Takerau, Taemaro, Waimahana lands

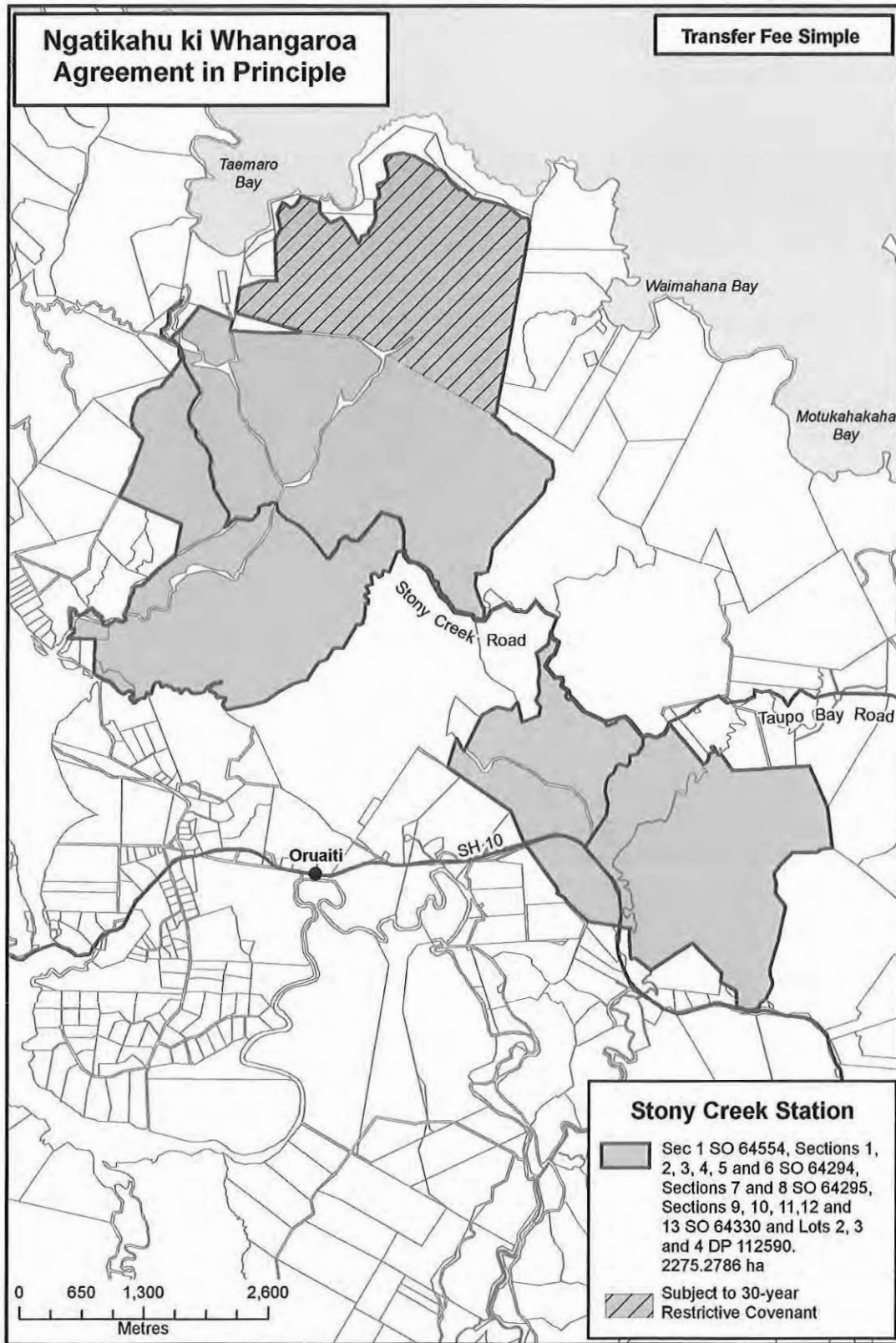
<i>Hone P.H. Tukariri</i>	<i>Hone Erihe</i>	<i>Eru Wairama</i>
<i>Perene H. Tukariri</i>	<i>Kare Riwhi Hapa</i>	<i>Hori Wairuma Maihi</i>
<i>Ani H. Tukariri</i>	<i>Alex Shepherd</i>	<i>Raiha Snowden</i>
<i>Timoti Hapa</i>	<i>Maudie Shepherd</i>	<i>Heeni B. Snowden</i>
<i>Makareta Hapa</i>	<i>Sam Shepherd</i>	<i>Wiremu Hare Ropata</i>
<i>Mere Lloyd</i>	<i>Mary Shepherd</i>	<i>Rarawa Kerehoma</i>
<i>William Wikitera Lloyd</i>	<i>Dave Roparo</i>	<i>Mereana Kerehoma</i>
<i>Rita Maria Witanga</i>	<i>Tauhinu Kingi</i>	<i>Tamati Kerehoma</i>
<i>Keeti Taipari</i>	<i>Dan Walters</i>	<i>Waimarirangi Tukariri</i>
<i>Raiha Erihe</i>	<i>Wiremu Keripui</i>	<i>Hikuwai Karanga Puhi</i>
<i>Rahera Teohu</i>	<i>Paki Netana</i>	<i>Mere Hoone Tukariri</i>
<i>Ritete Teohu</i>	<i>Tai Hike</i>	<i>Hoone Petera</i>
<i>Lou Broughton</i>	<i>Tipene Rapa</i>	<i>Rahera Martin</i>
<i>Aperahama Witanga</i>	<i>Tamati Himiona</i>	<i>Paki Netana</i>
<i>Henare Patu</i>	<i>Celia Williams</i>	<i>Ramari Tukariri</i>
<i>Bill Matthews</i>	<i>Kawiti Thomas</i>	<i>Mihi Karanga</i>
	<i>Joseph Thomas</i>	

Attachment 4

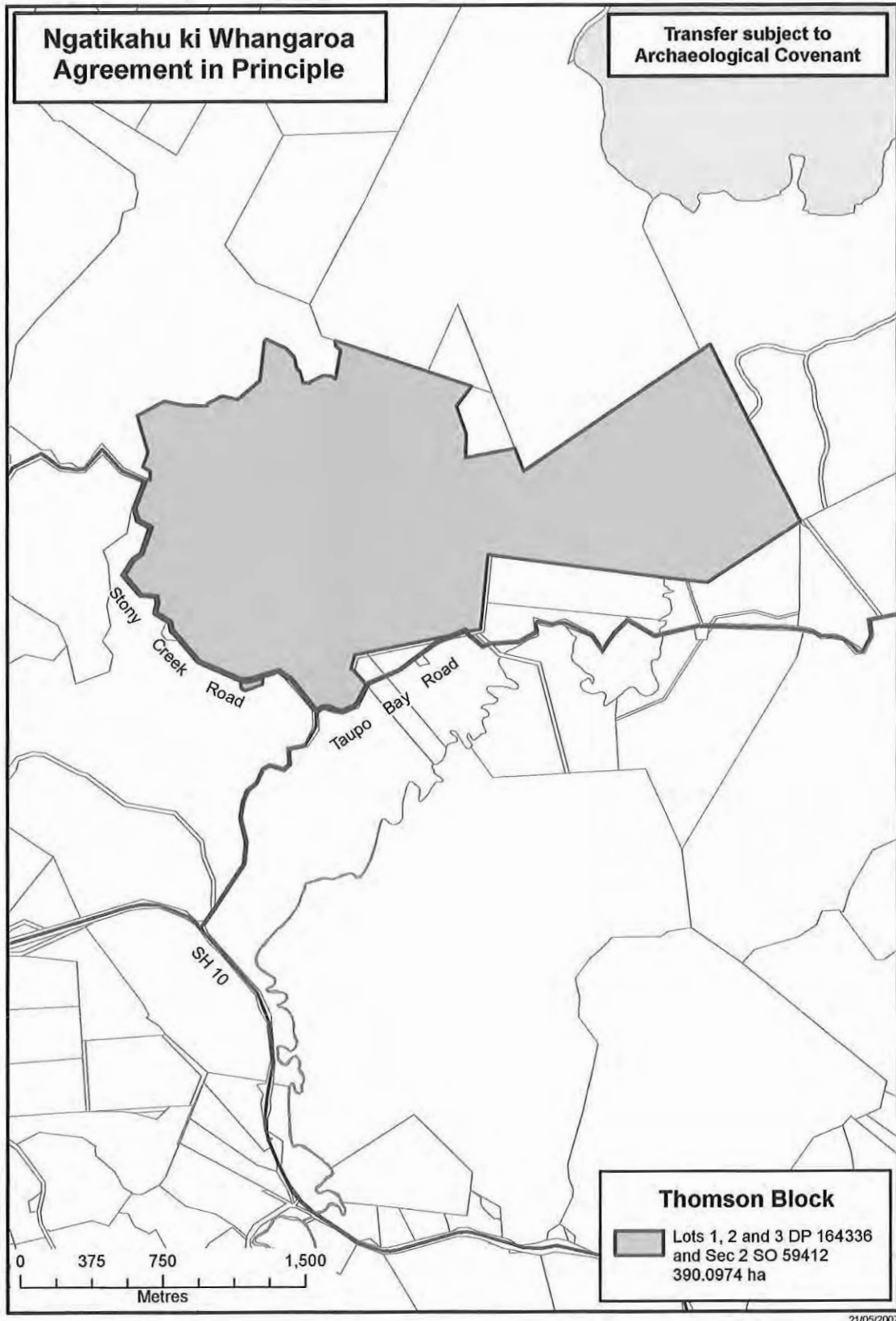
Maps

Number	Site	Description of redress
Map 1	Stony Creek Station	Transfer fee simple, part subject to covenant
Map 2	Thomson Block	Transfer fee simple, subject to archaeological covenant
Map 3	Clarke Block	Transfer fee simple, subject to archaeological covenant
Map 4	Pukeānginga / Kiwitahi Urupā	Vest fee simple
Map 5	Temahani Urupā	Vest fee simple
Map 6	Opakau Urupā	Vest fee simple
Map 7	Taemaro to Tokomata	Vest fee simple, subject to conservation covenant
Map 8	Paekauri Site	Vest fee simple, subject to conservation covenant
Map 9	Pear Tree Bay Site	Vest fee simple
Map 10	Western end of Kowhairoa Peninsula Site	Vest fee simple, subject to historic reserve classification
Map 11	Eastern end of Kowhairoa Peninsula Site	Vest fee simple, subject to historic reserve classification
Map 12	Kowhairoa Urupā Site	Vest fee simple, subject to historic reserve classification
Map 13	Waihi Bay Site	Vest fee simple, subject to reserve status
Map 14	Whakaangi	Overlay classification (non-exclusive)
Map 15	Paekauri	Statutory Acknowledgement
Map 16	Part of Oruaiti River	Statutory Acknowledgement
Map 17	Akatārere	Statutory Acknowledgement and Deed of Recognition
Map 18	Joint Advisory Committee	

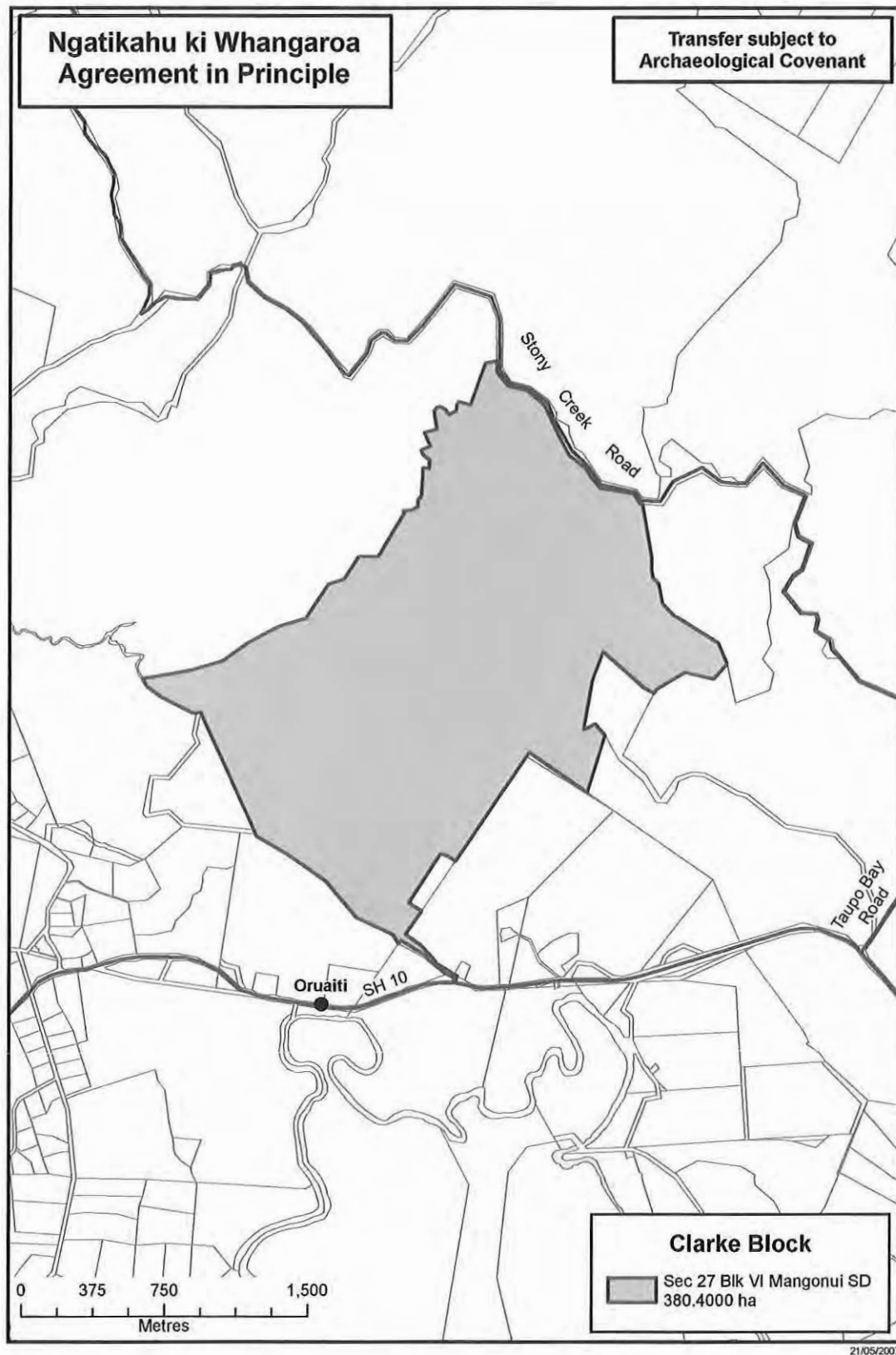
Map 1 – Stony Creek Station



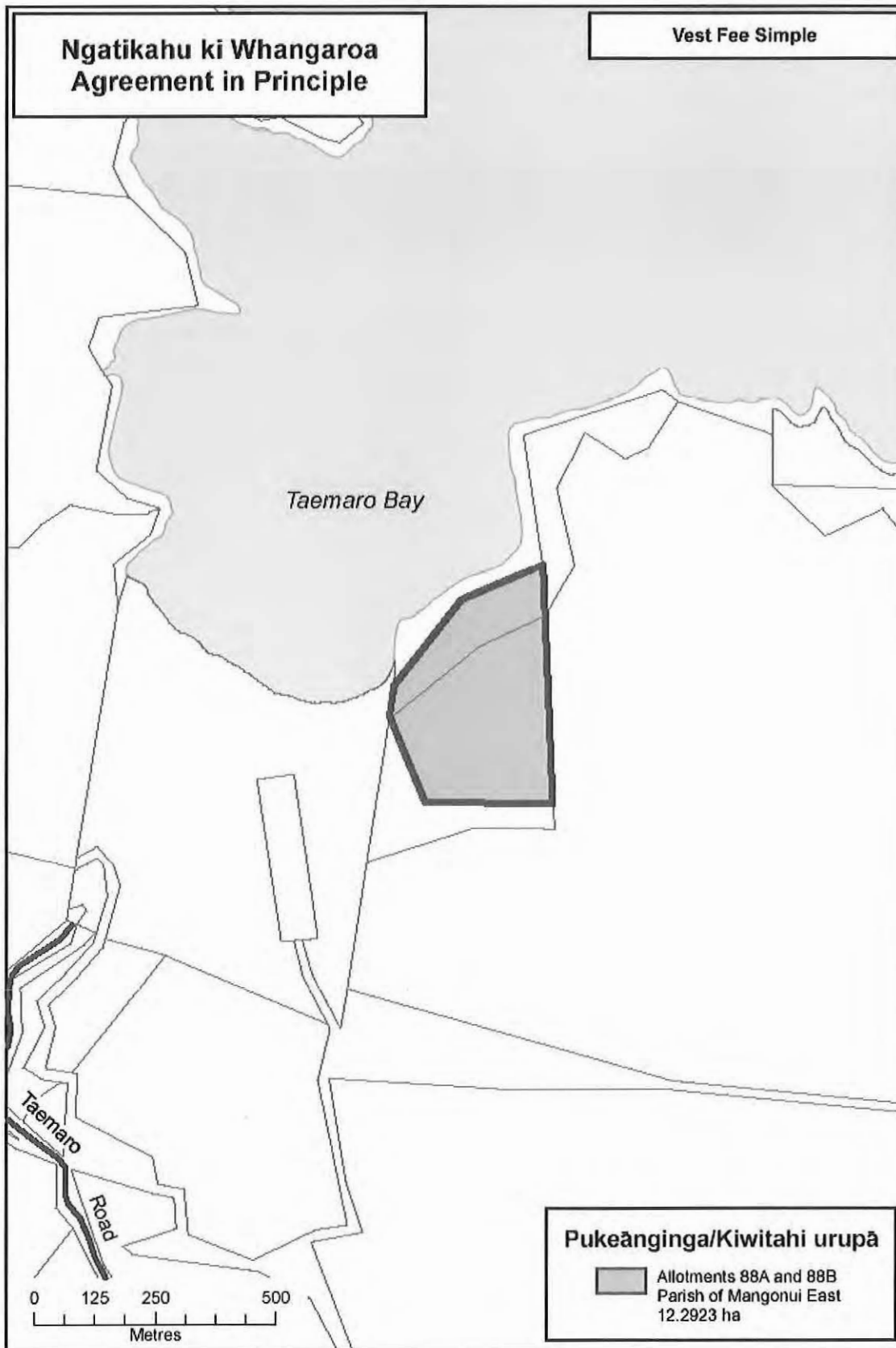
Map 2 – Thomson Block



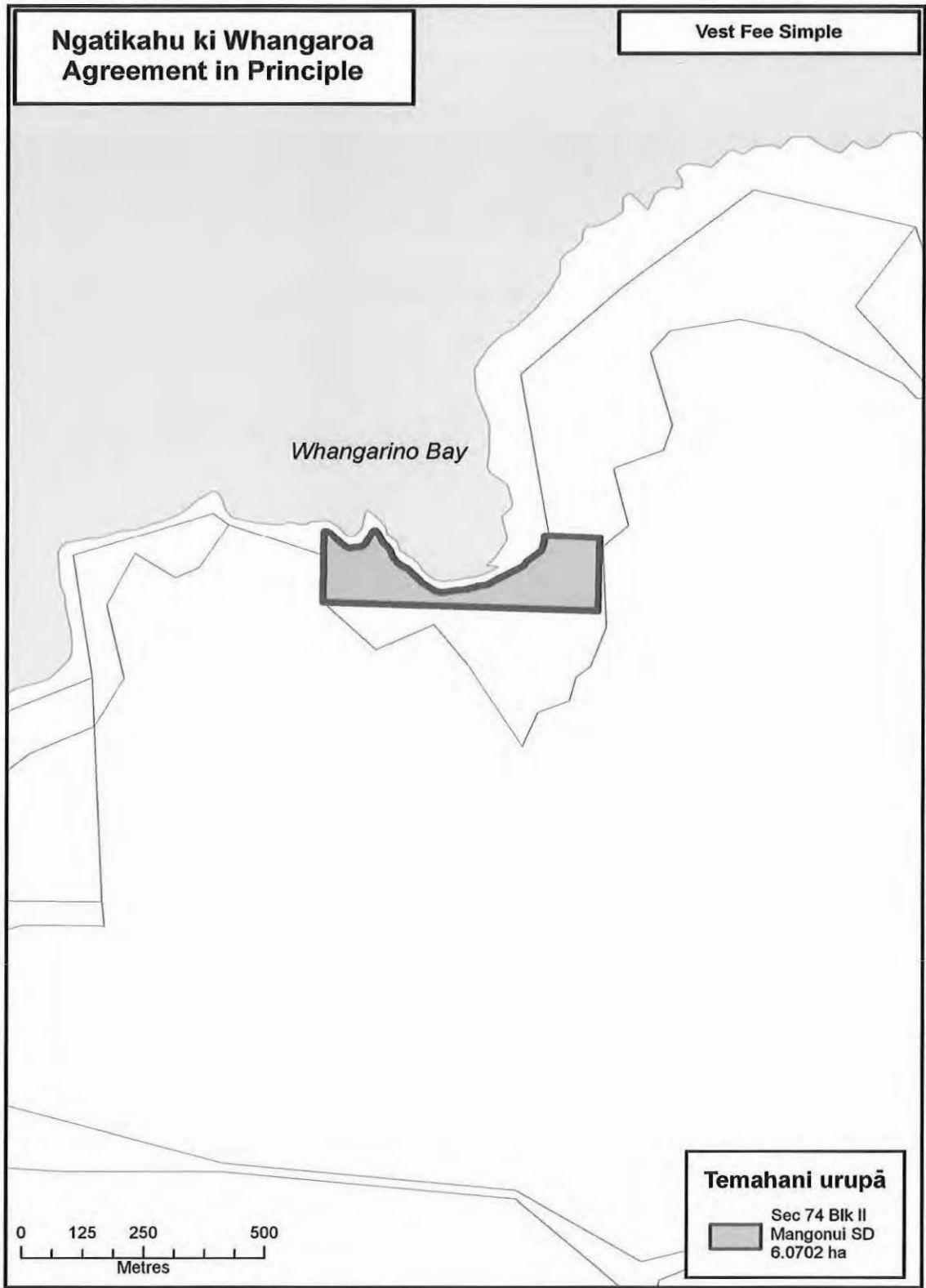
Map 3 – Clarke Block



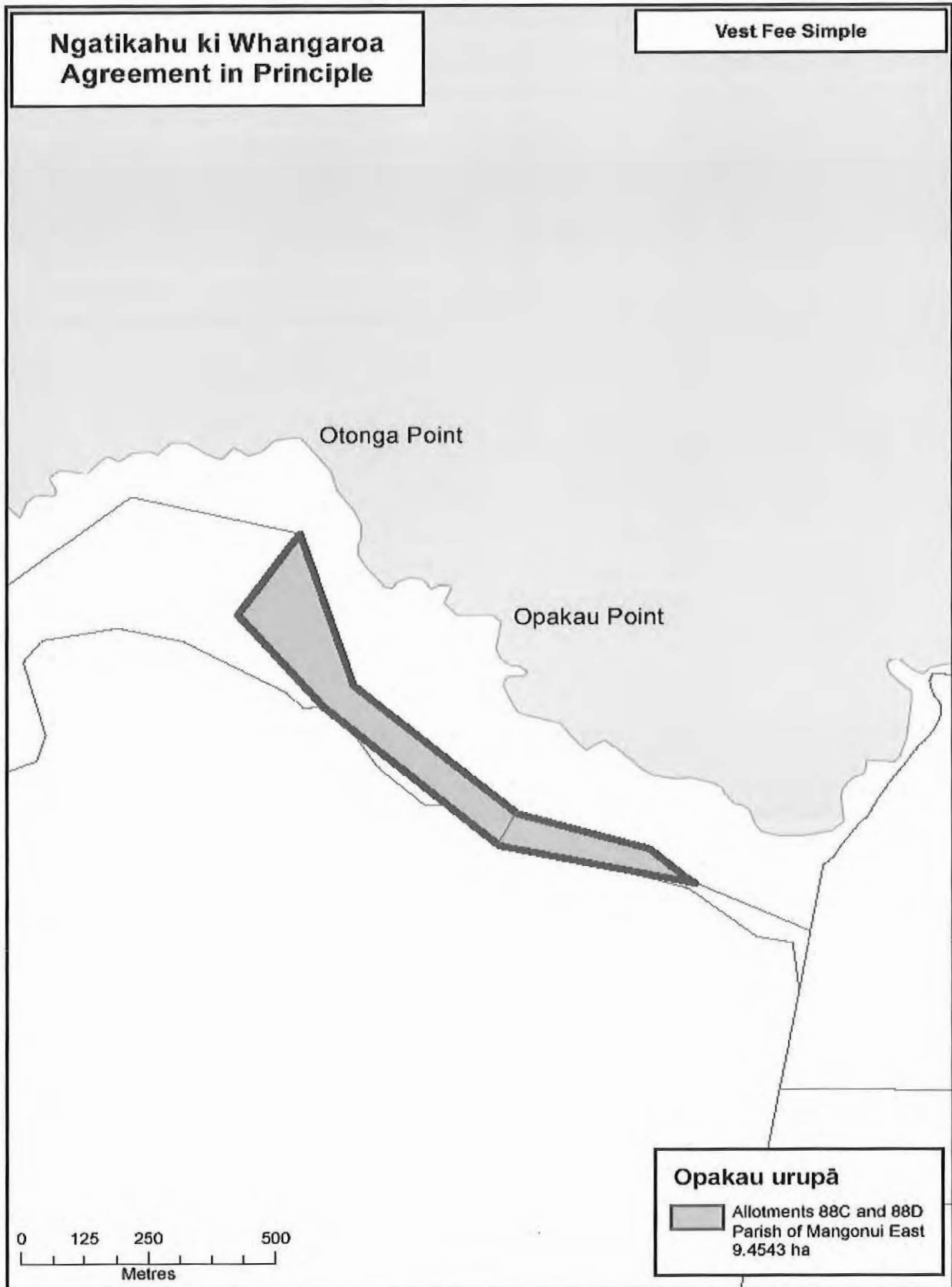
Map 4 – Pukeānginga / Kiwitahi Urupā



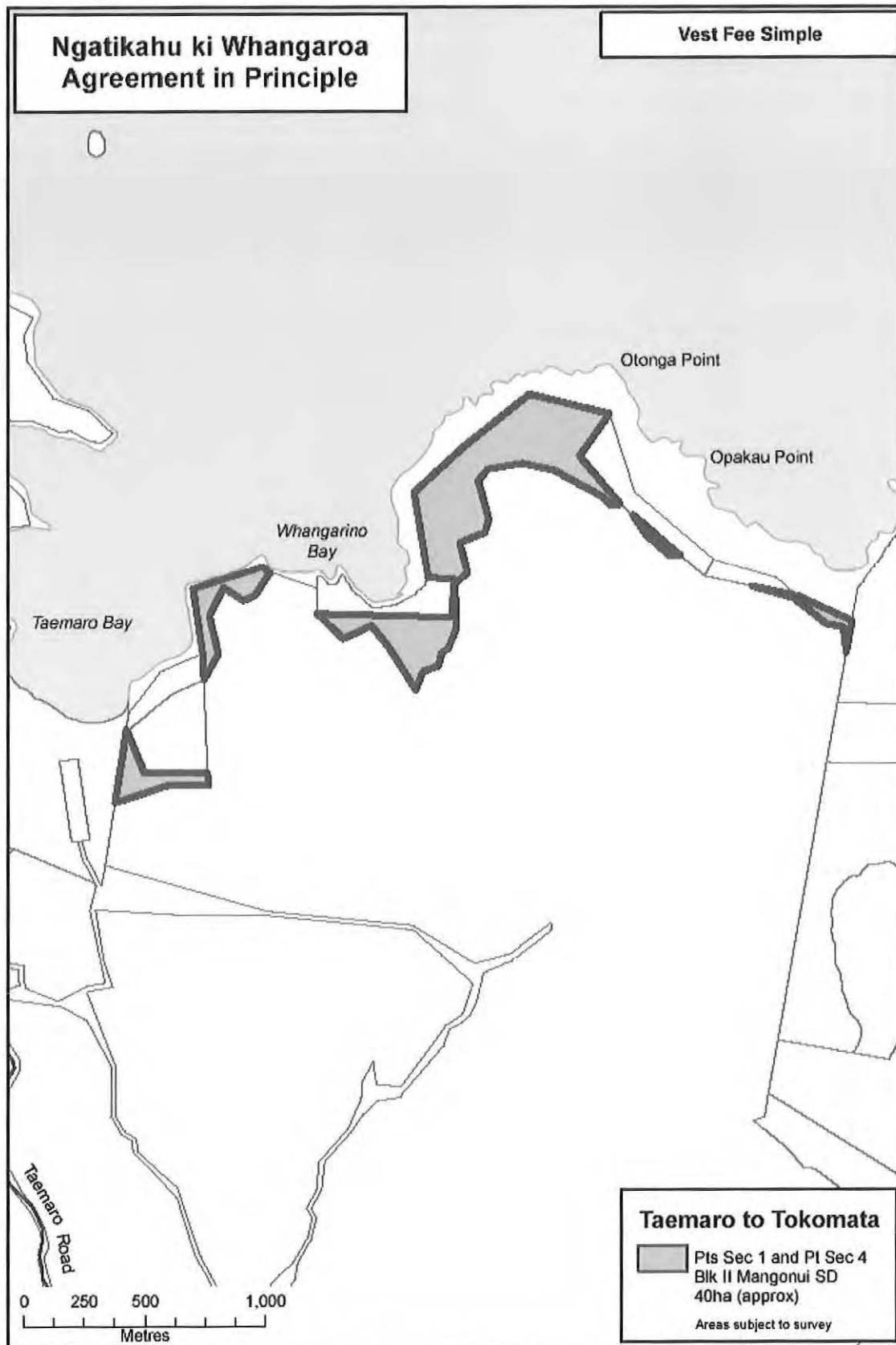
Map 5 – Temahani Urupā



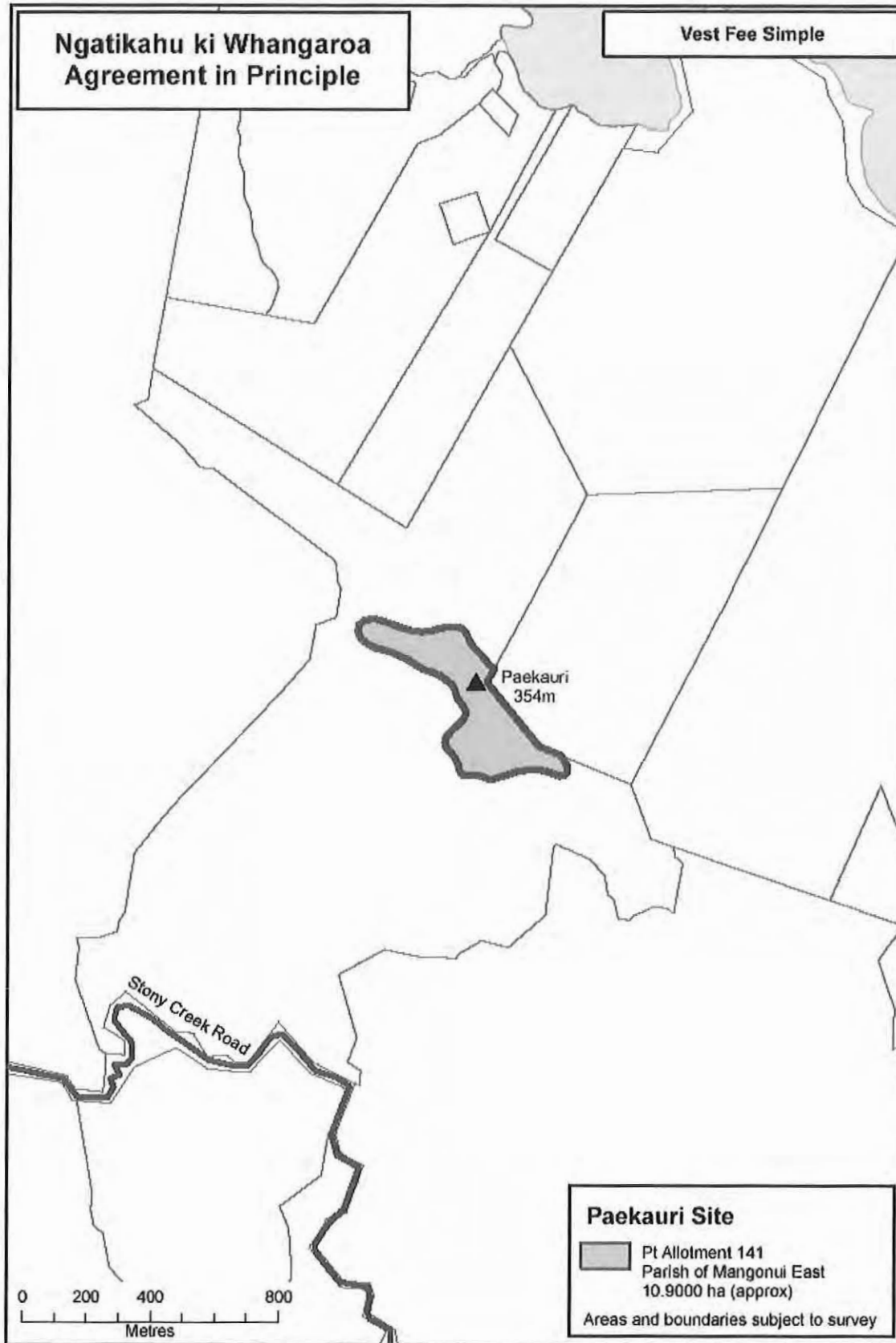
Map 6 – Opakau Urupā



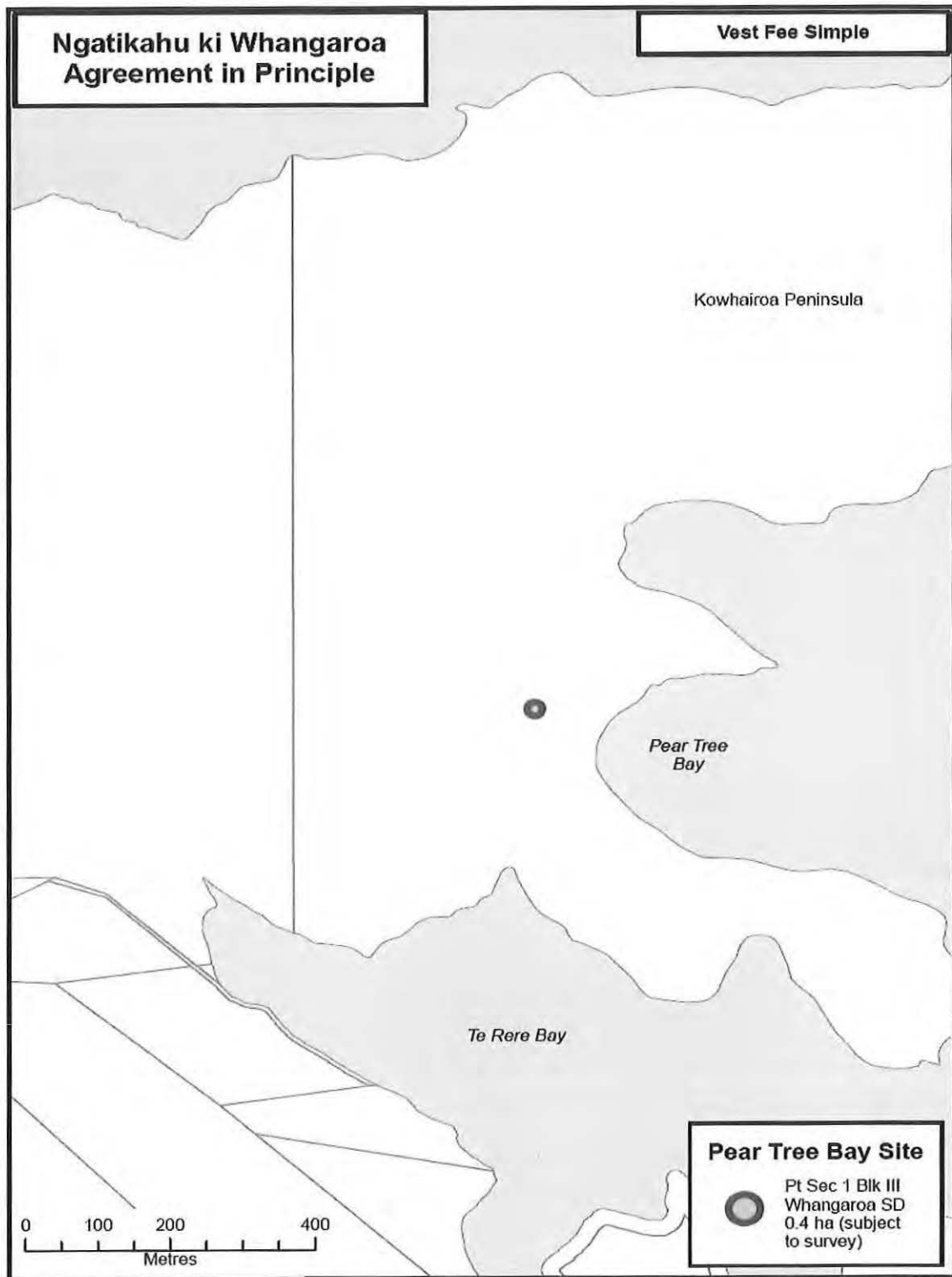
Map 7 – Taemaro to Tokomata



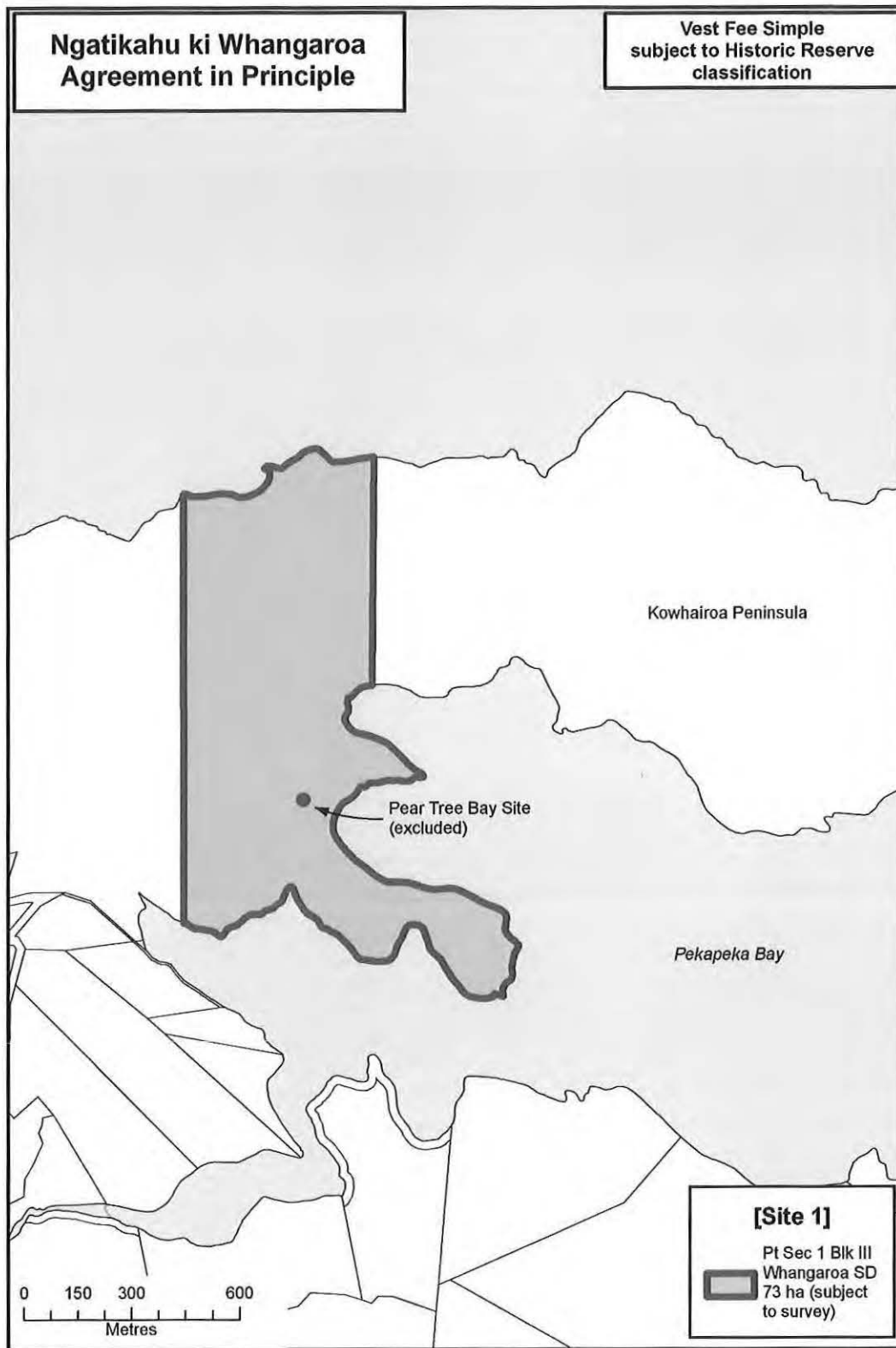
Map 8 – Paekauri Site



Map 9 – Pear Tree Bay Site

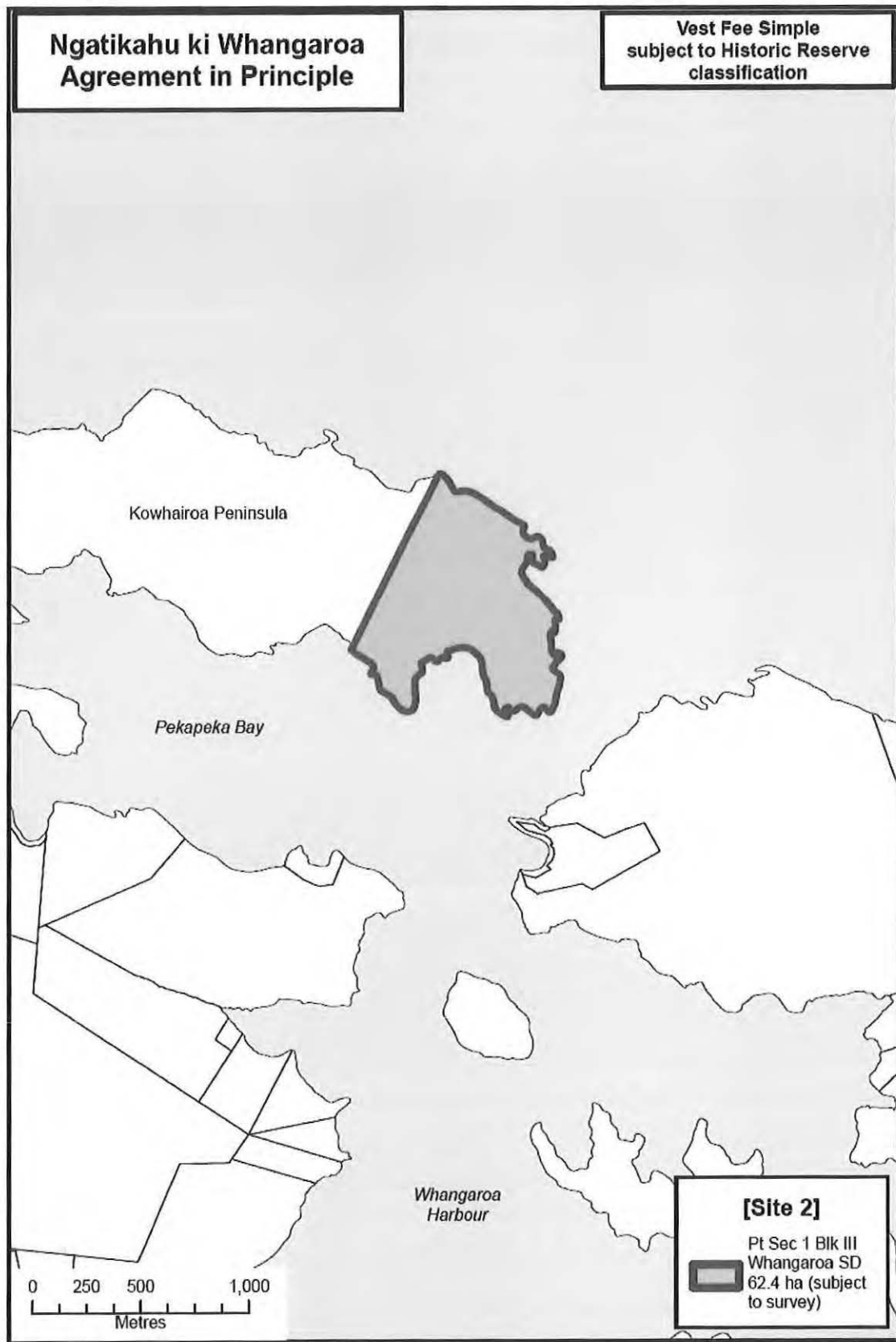


Map 10 – Western end of Kowhairoa Peninsula Site

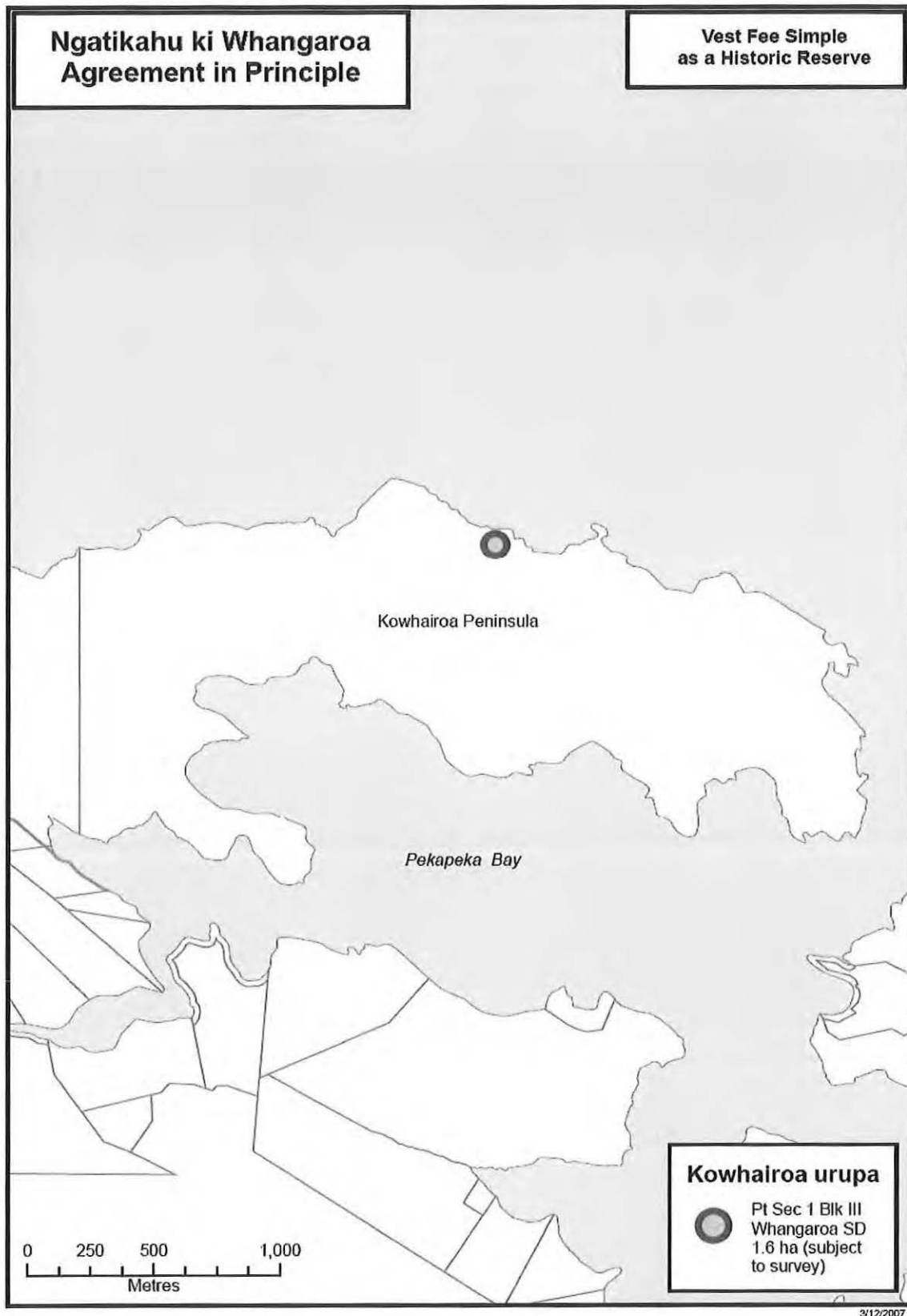


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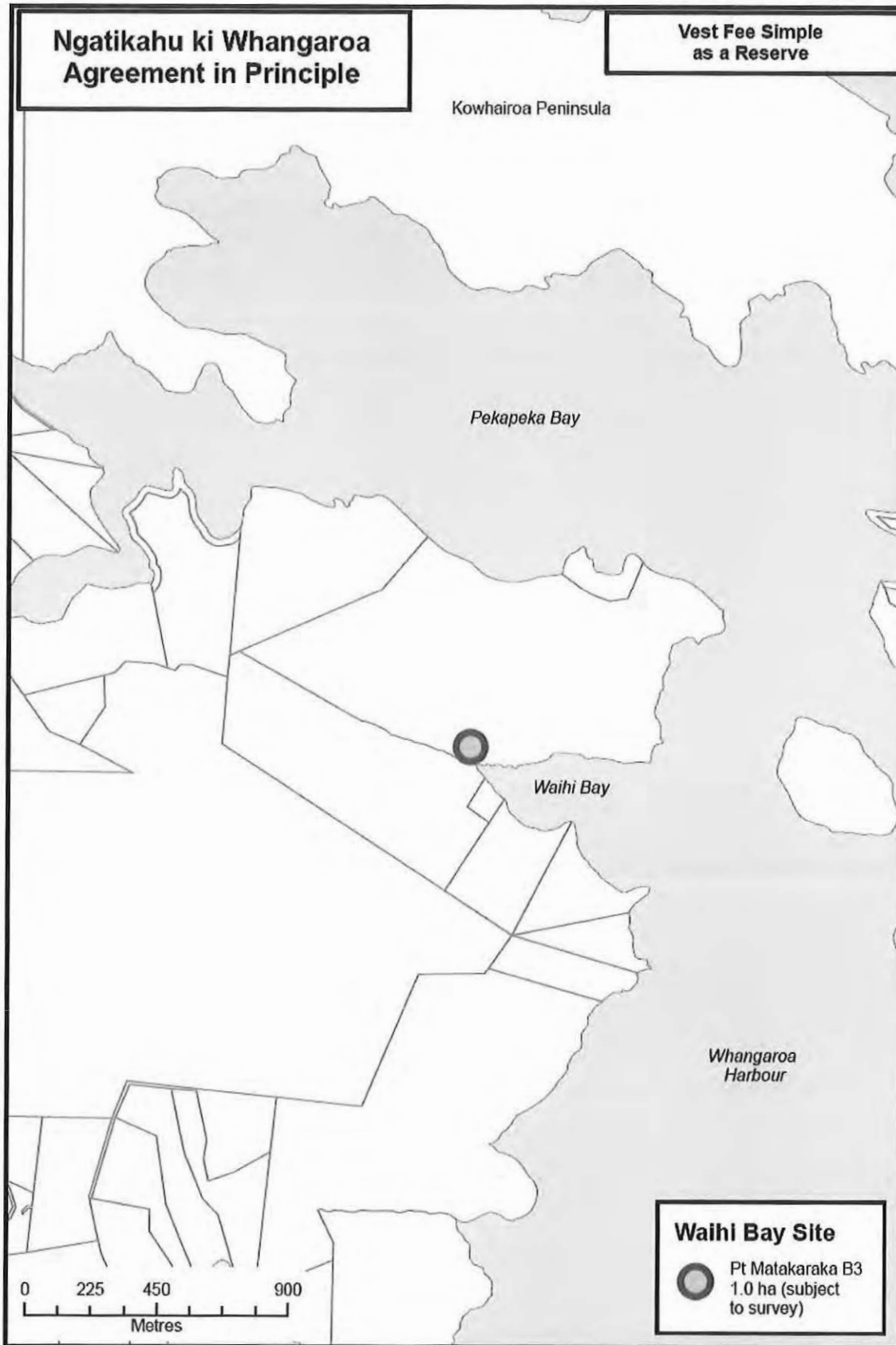
Map 11 – Eastern end of Kowhairoa Peninsula Site



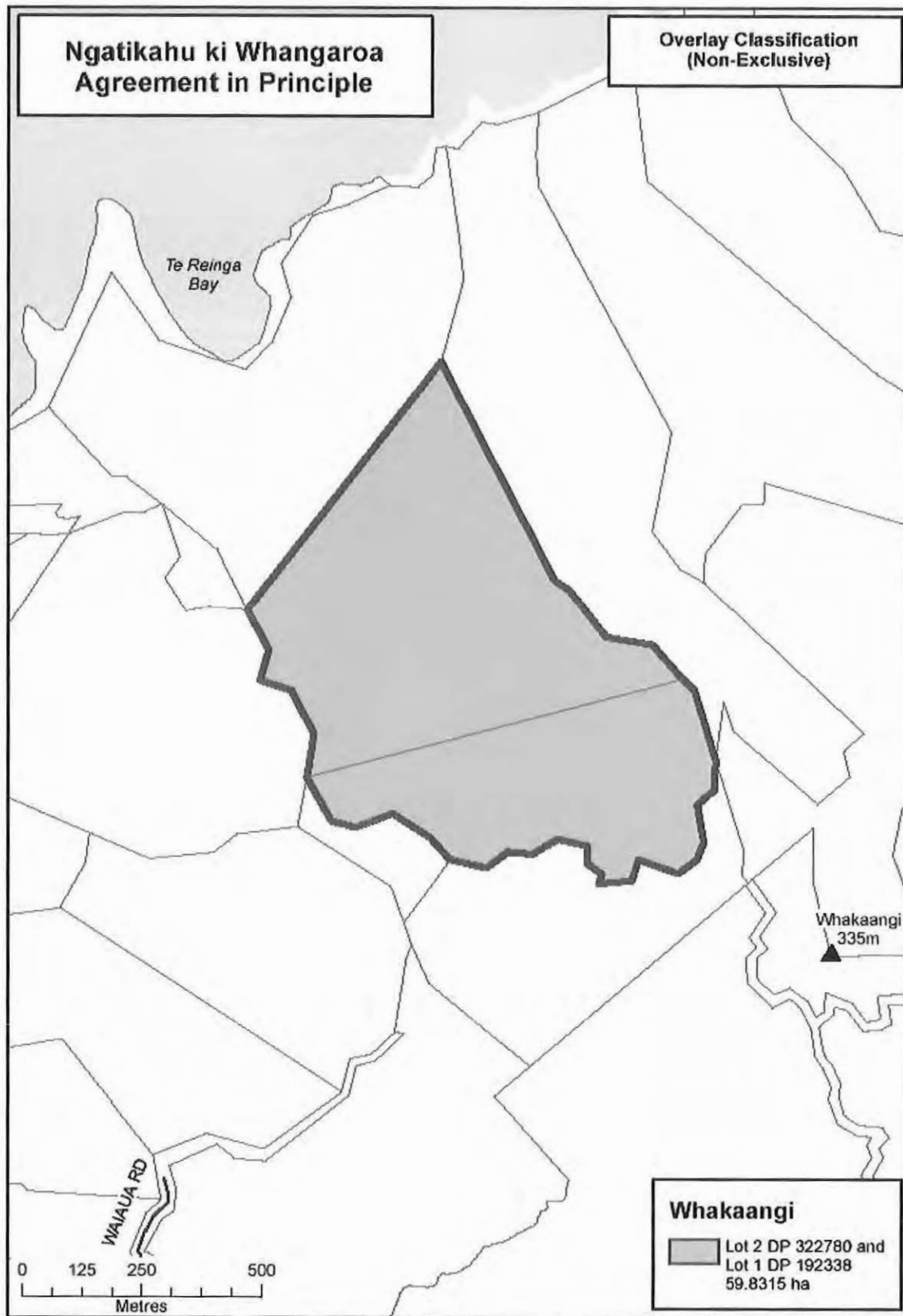
Map 12 – Kowhairoa Urupa Site



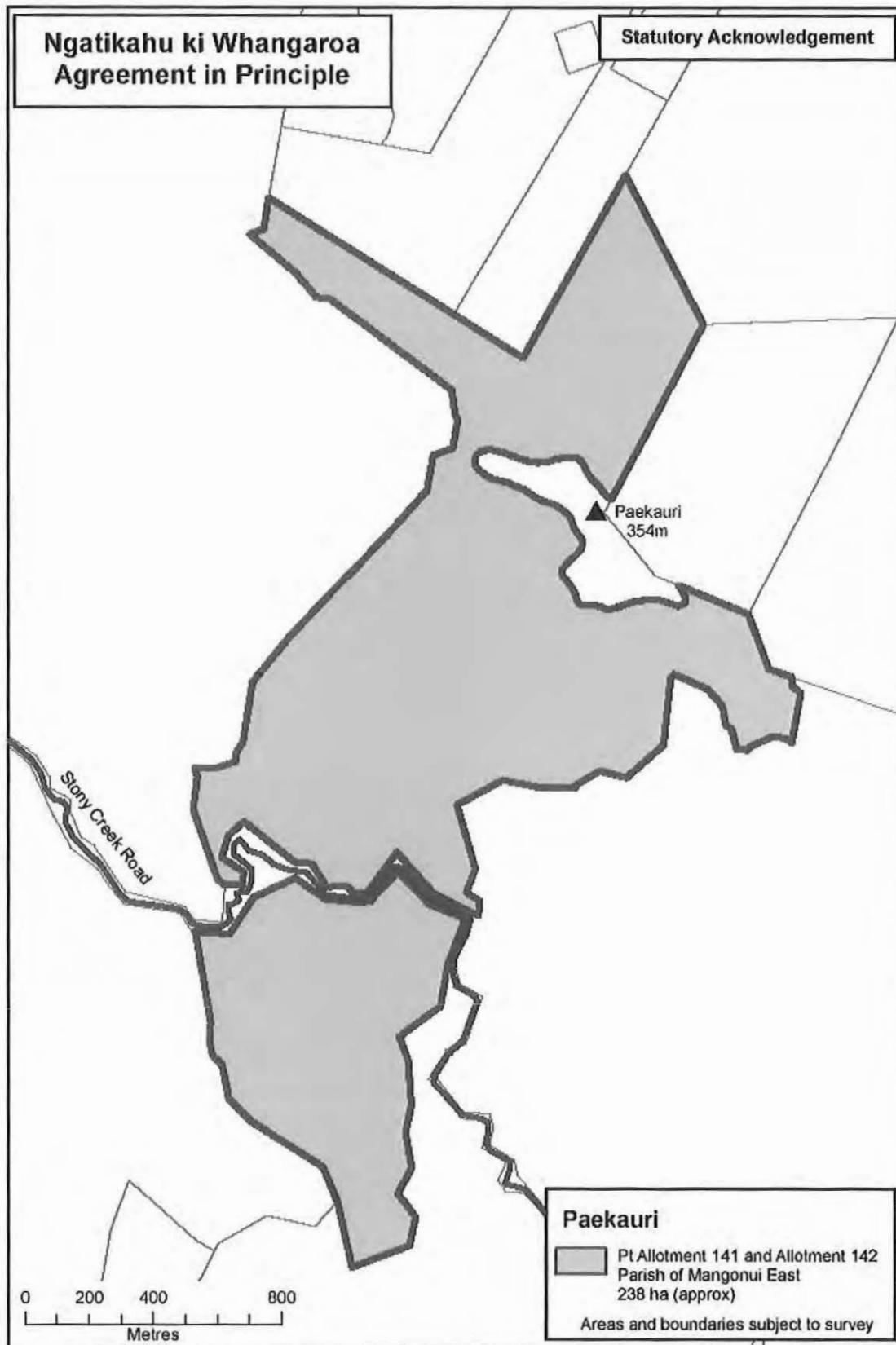
Map 13 – Waihi Bay Site



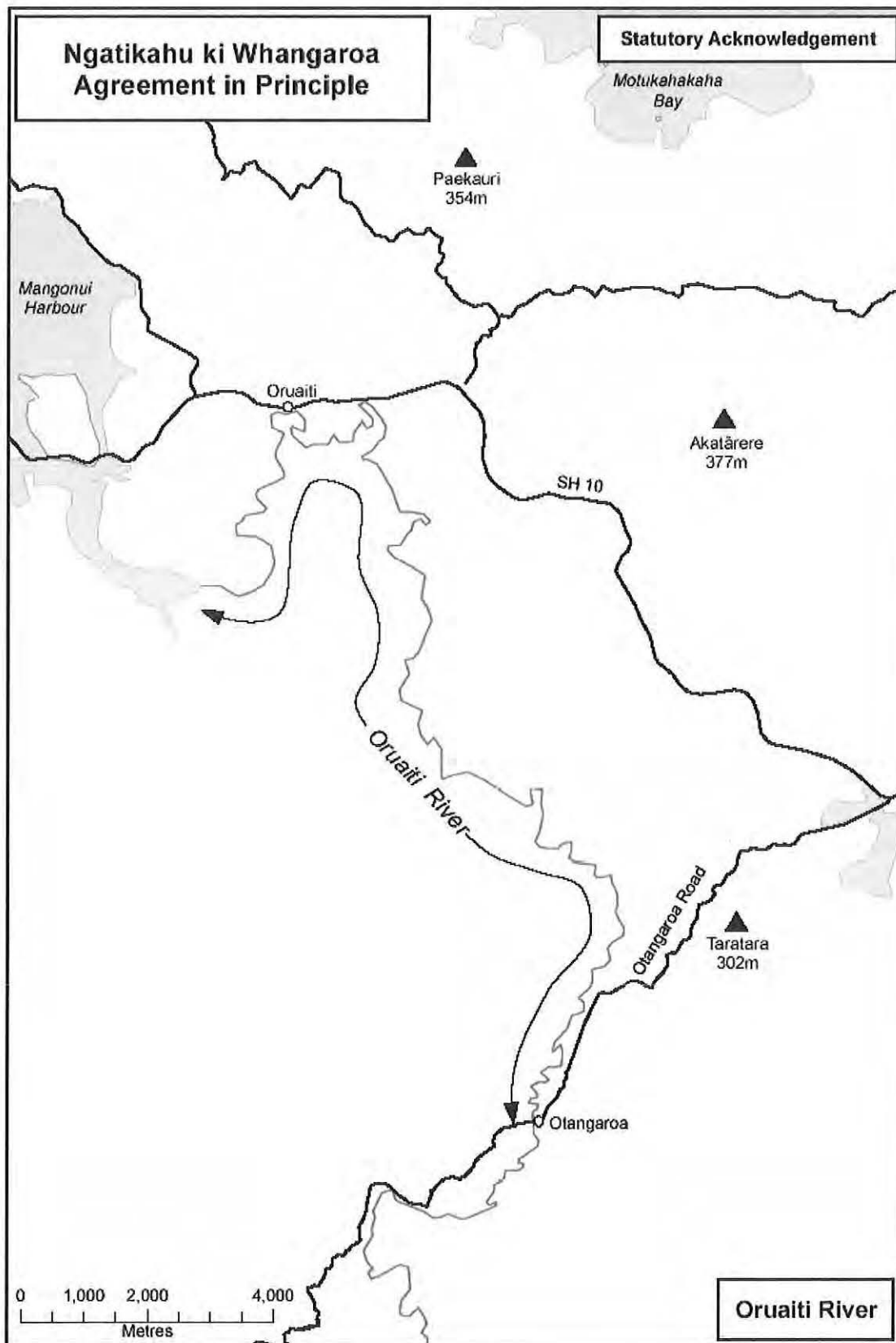
Map 14 – Whakaangi



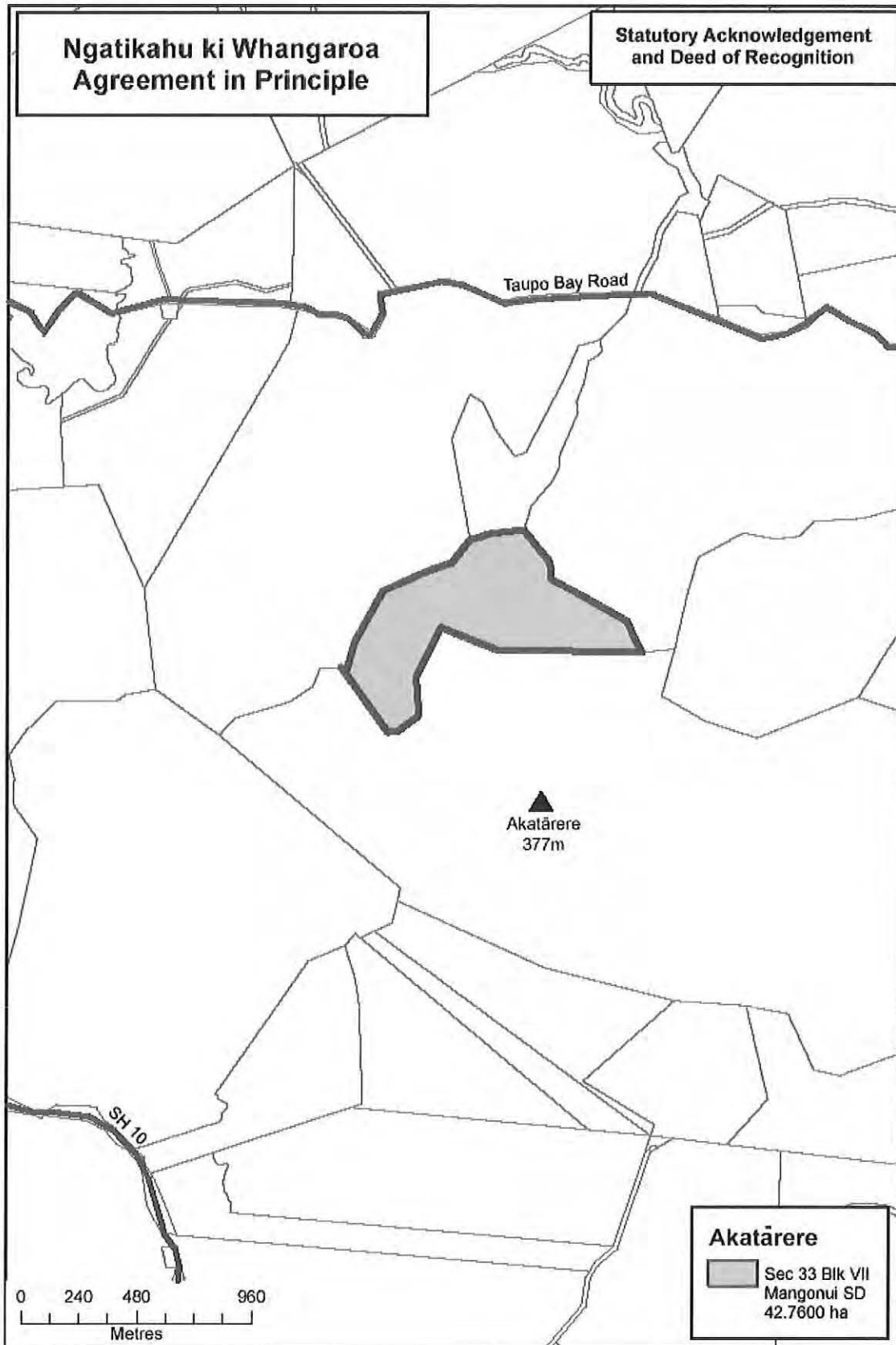
Map 15 – Paekauri



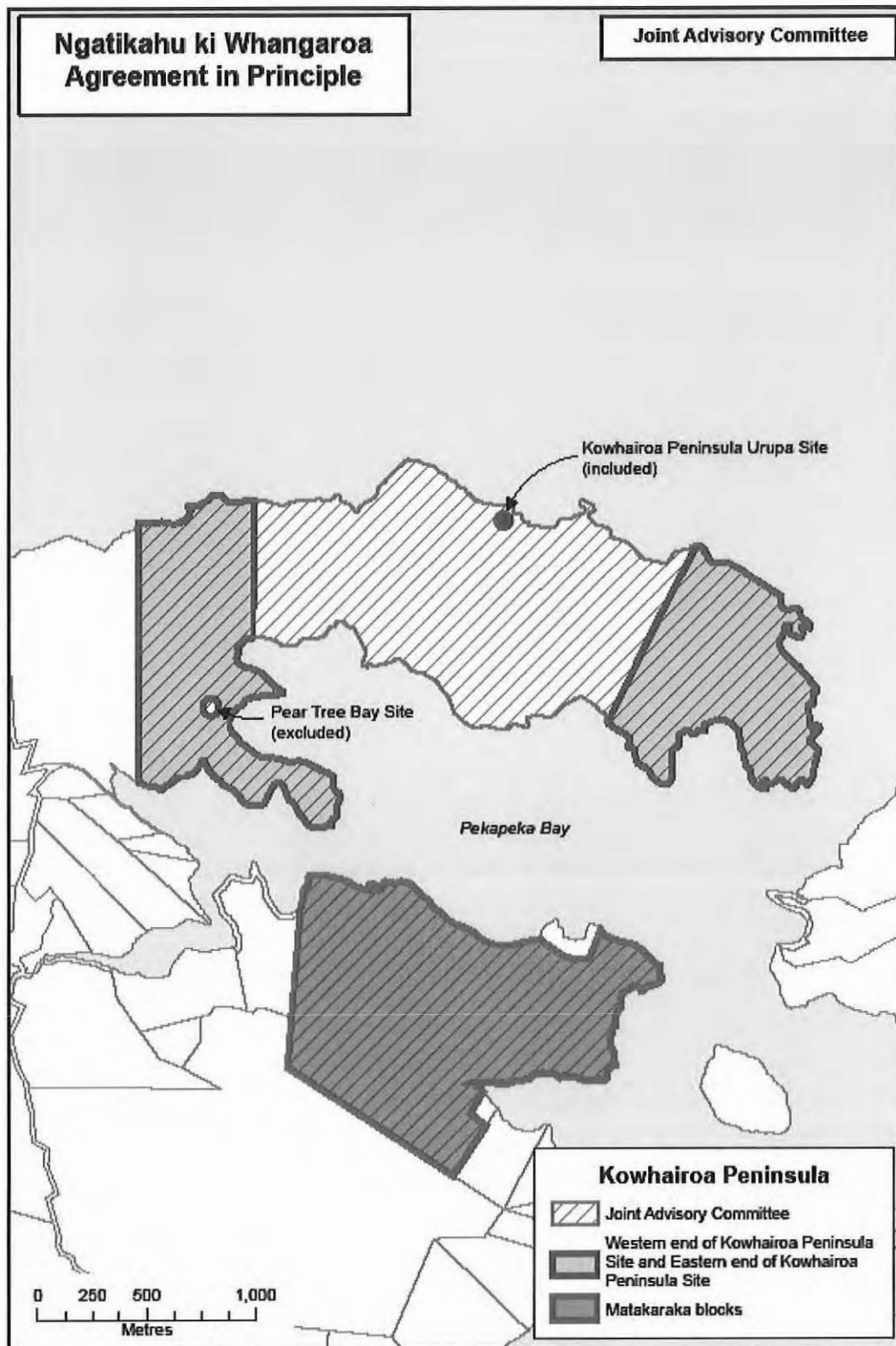
Map 16 – Part of Oruaiti River



Map 17 – Akatāreere



Map 18 – Joint Advisory Committee



Attachment 5

Stony Creek Station Plant 26 November 2007

Description	Number	Make	Model	Year
Tractor/FEL 250hrs	1	John Deere	6220	2004
Tractor/FEL 4205hrs	1	Ford	5610	1986
Motorbike	1	Honda	350 4x4	2005
Motorbike	1	Honda	400 4x4	2003
Motorbike	1	Honda	TRX 420 4x4	2007
Motorbike trailer	2			
Utility	1	Toyota	Hilux	2002
Sheep spray (with Honda pump)	1	Craig Co		
Water blaster	1	Honda		
Arc welder	1	Apex		
Gas welder	1			
5 tonne trailer	1	Giltrap		
3 tonne trailer	1	Giltrap		
Hydraulic back blade	1	Grantway		
Staple gun	1	Paslode		
Pump and Tank Comet Gorse Sprayer	1			
Freezer	3	Simpson		
Fuel tank 1200 litres	2			
Chainsaw (including helmet and pants)	1	Husqvarna	M350	
Chainsaw	1	Echo	EVL 400	
Facsimile	1	Brother	737MC	
Computer and printer	1	Hewlett Packard		
Electronic scales, weighting platform and crush	1	True Test		

Description	Number	Make	Model	Year
Cattle handler	1	Techniplan	Extreme 3000	
Rotary slasher	1	Berends	EH180	
Slasher	1			
Sundry small tools (including hammers, pliers, Hitachi electric drill, Koken $\frac{3}{4}$ drive socket set, dehorner, 2 snig chains)	N/A			
Fertilizer cover	2			
Grader blade	1			
Transport tray	2			
Wickbroom	1			
Compressor	1	Ingesol Rand		
Shearing plant (portable)	1			
Post borer	not working			
Docking cradle	1			
Bench saw	1			
Electric fence units	1	Speedrite	SM25000 MKII	
	1	Pel	901B	
	1	Pel	PE6	
	1	Pel	632	
	1	Pel	300	
Assorted electric fence wheels and standards	N/A			
Wire 11 coils	1			
Deck Pen	1	Custom built		2007