RANGITĀNE O MANAWATU

and

THE TRUSTEES OF THE RANGITĀNE O MANAWATU SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Rangitāne o Manawatu and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of the settling group; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by the settling group to receive the redress; and
- includes definitions of –
  - the historical claims; and
  - the settling group; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

RANGITĀNE O MANAWATU

and

THE TRUSTEES OF THE RANGITĀNE O MANAWATU SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

WHAKAMARAMA KAUPAPA

Ko tenei take
I hariamai nei e matau ki a koutou
He take na nga Rangatira
Kua taemai inaianei ki a koutou
Kei runga nei i nga tuunga Rangatira
No reira matau
Ka mea atu ki te Kawanatanga
Kia Rangatira hoki
Te Whiriwhiri i tenei take

Ko Whaatonga te Rangatira o te Waka O Kurahaupo.
Ko te tiimatatanga ko Whaatonga, ka puta ki waho ko Tautoki, ka puta ki waho ko Taanenuiarangi, ka puta ki waho ngauri o Rangitāne he Iwi Rangatira o Aotearoa.

Ko te timatanga o te whakaaro nui
kua mihia te waahi ngaro
Kua honoretia te hunga wairua
Kua whakanui a nga mokopuna Mareikura o Rangitāne
No reira Tihei Mauri Ora
Kororia, Honore, kia Ihoa te Matua Kaharawa
Nga taonga o tua haere, Moe mai, Moe mai
Anei te reo whakamoemiti whakawhetai a
Te Mauri O Rangitāne O Manawatu
E inoi nei ki nga whakatipuranga a Tanenuiarangi
Kia tu whakapakari me matekitetia mo nga ra ka
Hekemai mo te oranga tinana oranga wairua
Me tika ana te haere a tatau whakapono i te ara
Teitei kahurangi
Whakatuwheratia o ha, me o hinengaro toro atu
O ringa kia awhitia ratau ma i urimai i waenganui
I a matau
Manaakitea te katoa ahakoa to ratou karangatanga
Maha – me kaha te tiaki kia pai ai nga wawata
Nga moemoea
Kia u kia mau ki nga kupu whakaakoranga,
A matau Maatua Tuupuna
Kia noho tonu a ratau wairua ki runga ki tena,
Ki tena mo ake tonu atu
Ma ihoa to piringa to kai arahi i runga i to haerenga

Ko Tararua Ruahine te maunga
Ko Manawatu te awa
Ko Kurahaupo te waka
Ko Te Awe Awe, Te Panau, Te Matai, Te Rangi,
Tamati, Rakena, Te Hemara, Kaimokopuna,
Te Ra nga apakura
Ko Ngati Hineaute, Te Rangitepaia.
Te Rangaiaranaki, Ngati Mairehau, Ngāti Te Kapuārangi

1: BACKGROUND

Ngati Tauira ngā hapu
Ko Rangitāne te iwi
Tihei Mauri Ora
E kui ma, e koro ma, e raurangatira ma,
Kei te mihimihi i te wa,
Anei te Kaupapa O Rangitāne O
Manawatu ano
Nga korerorero, nga moemoea,
Nga mahi, no reira Tena Koutou, Tena Koutou,
Tena Koutou Katoa

Kakaahutia i te korowai
Te Rangimarie, te aroha, te whakaiti
Ka whakapuawai
He Iwi humaarie – Rangitāne

NEGOTIATIONS

1.1 In 1998 Tānenuiarangi Manawatu Incorporated received the mandate from the Rangitāne o Manawatu claimant community to negotiate a deed of settlement with the Crown to settle the historical Treaty of Waitangi claims of Rangitāne o Manawatu.

1.2 The Crown recognised the mandate on 14 May 1998.

1.3 The mandated negotiators and the Crown -

1.3.1 by terms of negotiation dated 27 July 1998, agreed the scope, objectives, and general procedures for the negotiations; and

1.3.2 have agreed in principle that the settling group and the Crown wish to negotiate and agree the terms of a deed of settlement.

1.4 Subsequently negotiations were stalled due to mandate challenges. Tānenuiarangi Manawatu Incorporated, with the assistance of the Crown, worked through the challenges and their mandate was reconfirmed in 2005.

1.5 The mandated negotiators are Danielle Pikihuia Harris, Maurice Takarangi and Matua Tokatu Moana Te Rangi. The late Rangiharuru Fitzgerald, Tanenuiarangi Te Awe Awe, Kura Te Rangi-Baker, Ruth Harris and Kararaina Tait also served as negotiators.

1.6 The mandated negotiators and the Crown recommenced intensive negotiations in 2010 and since then have –

1.6.1 had extensive negotiations conducted in good faith; and

1.6.2 negotiated and initialled a deed of settlement.

1: BACKGROUND

RATIFICATION AND APPROVALS

1.7 The settling group have, since the initialling of the deed of settlement, by a majority of-

1.7.1 [***percentage***]%, ratified this deed and approved its signing on their behalf by the governance entity and the mandated signatories; and

1.7.2 71.2%, approved the governance entity being established and receiving the redress.

1.8 Each majority referred to in clause 1.7 is of valid votes cast in a ballot by eligible members of the settling group.

1.9 The governance entity approved entering into, and complying with, this deed by [***process (resolution of trustees etc)***] on [***date***].

1.10 The Crown is satisfied –

1.10.1 with the ratification and approvals of the settling group referred to in clause 1.7; and

1.10.2 with the governance entity's approval referred to in clause 1.9; and

1.10.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.11 Therefore, the parties –

1.11.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and

1.11.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgements and apology to the settling group in part 3 are based on this historical account.

Rangitāne o Manawatu Before 1840

2.2 Rangitāne o Manawatu trace their origins back to Whātonga, one of three rangatira who commanded the Kurahaupō waka as it sailed from Hawaiki to New Zealand. After landing at Nukutaurua, a small bay on Māhia Peninsula, Whātonga eventually settled at Heretaunga in Hawke's Bay. Whātonga and his second wife Reretua had a son called Tautoki, who married Waipuna, a great granddaughter of the navigator Kupe. Rangitāne o Manawatu take their name from the son of Tautoki, their eponymous ancestor Rangitāne.

2.3 The descendants of Whātonga explored the lower North and upper South Islands, and settled in Wairarapa, Te Whanganui a Tara, Wairau, and the Marlborough Sounds. A considerable number of Rangitāne continued to reside at Heretaunga.

2.4 In the sixteenth century two brothers, Tawhakahiku and Mangere, led a party of Rangitāne from Heretaunga to Manawatu. Initially they followed a route through Te Apiti (the Manawatu Gorge), as Whātonga had done during his exploration of the lower North Island. However, after meeting resistance from another iwi, Tawhakahiku and Mangere entered Manawatu via a route near the Pahiatua track, passing through what is now known as Aokoutere to settle along the Manawatu River.

2.5 As the Rangitāne o Manawatu population grew, they established pā, kainga, and mahinga kai sites along the Manawatu River and exerted control over resources in the area. Their customary rohe follows the Manawatu River, extending north as far as the Rangitikei River, from the Tararua and Ruahine Ranges to the West Coast, south to the Manawatu River mouth. A number of neighbouring iwi also had interests in parts of this area. Rangitāne o Manawatu pā and kainga included Hotuiti, Tokomaru, Paparewa, Raewera, Puketotara, Tiakitahuna, Te Kuipaka, Awapuni, Te Motu o Poutoa, and Te Wi.

2.6 Rangitāne o Manawatu lived largely peacefully until the 1820s, when musket armed iwi migrating from the north arrived in Manawatu. Rangitāne o Manawatu suffered disruption as a result of battles with the northern iwi and their movements into and through their area.

New Zealand Company Purchases and the Spain Commission, 1839-1844

2.7 The New Zealand Company was a private land-settlement company established in London in May 1839. In late August 1839 the British Government dispatched Captain William Hobson to negotiate with Māori for the cession of New Zealand to the British Crown. One of the instructions given to Hobson was to establish the Crown's sole right to purchase land (pre-emption). The Company sent representatives to New Zealand ahead of Hobson to purchase the land it desired before pre-emption was established.

2.8 In October 1839, the Company entered into the Kāpiti deed of purchase with another iwi. Through this deed, the Company purported to purchase vast tracts of the upper South

and lower North Islands, including the Rangitāne o Manawatu rohe. Rangitāne o Manawatu did not sign this Company deed.

2.9 In January 1840 the Crown issued three proclamations. The third established pre-emption and announced the Crown would create a Commission to investigate earlier land transactions between Māori and private parties.

2.10 In May 1840 the Crown proclaimed sovereignty over the North Island of New Zealand based on the Treaty of Waitangi and over the South Island on the basis of discovery. Although Crown representatives took the Treaty to Manawatu in May 1840, it was not signed by Rangitāne o Manawatu rangatira.

2.11 In September 1841 the Crown waived pre-emption in certain areas, including a defined area of Manawatu. The Company could then make additional payments to Māori in order to complete transactions it had begun before pre-emption was proclaimed. In February 1842, the Company signed a Deed of Purchase with another iwi at Te Papangaio pā at the Manawatu River mouth, conveying an area of land between the Tararua Ranges and the Rangitikei and Horowhenua Rivers. Rangitāne o Manawatu did not participate in the sale. When New Zealand Company surveyors arrived in Manawatu in early 1842 Rangitāne o Manawatu and another iwi objected to the survey. Rangitāne o Manawatu burnt down the surveyors' huts.

2.12 In December 1841, Land Claims Commissioner William Spain arrived in New Zealand to investigate the Company's land claims. In 1843 and 1844 Spain heard evidence from Company officials, European settlers, and other iwi about the Company's Manawatu transactions. In 1872 a rangatira from another iwi testified that Commissioner Spain was told in 1844 that Rangitāne o Manawatu had not agreed to the sale of their lands and were not present when the lands were purportedly sold. Spain did not seek evidence from Rangitāne o Manawatu witnesses.

2.13 In his 1845 report, Commissioner Spain found the New Zealand Company's claims in Manawatu failed aside from a 100 acre block at Horowhenua secured by way of further compensation, paid to other iwi in 1844. The Commissioner recommended, in light of the previous attempt to purchase the land, the Company be given a right of pre-emption to the lands between the Rangitikei and Horowhenua Rivers so that, with the permission of the Crown, they might complete the purchase at a later date.

2.14 There were no further land purchases in the Rangitāne o Manawatu rohe until the 1850s, by which time the Company had gone out of business. Nevertheless the Crown still considered itself responsible for providing land to settlers who had purchased land from the Company before it had purchased the land from Māori.

Crown Purchase of the Te Awahou Block, 1859

2.15 In 1858 legislation was enacted providing that settlers who held Company land orders in Manawatu would be entitled to be granted land in this region when Māori titles had been extinguished. In 1859 the Crown purchased approximately 37,000 acres in the Te Awahou block on the lower north bank of the Manawatu River. The chief who sold the land later agreed that others should have been included in the sale. As a result, some Rangitāne o Manawatu received a share of the purchase money from the vendors of the

block. In 1873 the Native Land Court awarded some Rangitāne o Manawatu individuals 76 acres at Iwitekai, just south of Moutoa, which had been reserved from the purchase.

Te Ahuaturanga Purchase, 1864

2.16 In 1850 the Crown had initial discussions with Rangitāne o Manawatu regarding the acquisition of what became the Te Ahuaturanga block. However, no boundaries were discussed and negotiations did not resume until 1858. At this time, a Rangitāne o Manawatu rangatira, Te Hirawanui Kaimokopuna, offered to sell the Te Ahuaturanga block, estimated by Crown officials to be 170,000 acres, to the Crown. Rangitāne o Manawatu wanted to encourage European settlement in northern Manawatu so they could participate in the developing settler economy.

2.17 The Crown purchase agent wanted to negotiate using a rough sketch of the block as a guide to the area under discussion. However, Te Hirawanui told the Crown agent that "before the land could be sold that it must be surveyed all round the Boundaries and then paid for at the rate of 30/- per acre – that [the] land was of immense extent and that it should not be sold in the dark." Te Hirawanui understood that the Crown had already promised to have the land surveyed before sale.

2.18 The Crown refused to negotiate a per acre price for the land, and sought instead to negotiate on a lump sum basis. Negotiations for the sale broke down by late 1859, after Te Hirawanui rejected Crown offers of first £5,000 and then £6,000 for the block.

2.19 In 1862 the Crown, under the Native Lands Act 1862, established the Native Land Court to determine the owners of Māori land "according to native custom", and to provide these owners with titles derived from the Crown. The Act waived the Crown's right of pre-emption, allowing the owners identified by the Native Land Court to sell their land "to any person or persons whomsoever."

2.20 The Crown still wanted to acquire land to pass on to settlers who held New Zealand Company land orders in Manawatu. The Crown therefore exempted a defined area of Manawatu, including the Te Ahuaturanga and Rangitikei-Manawatu blocks from the operation of the 1862 Act. The exemption of these lands from the 1862 Act meant the Native Land Court did not have jurisdiction to investigate land ownership in Manawatu, and only the Crown could purchase Rangitāne o Manawatu land.

2.21 In April 1862, the Governor authorised the superintendent of the Wellington Provincial Council to purchase land on behalf of the Crown and, in 1863, the Crown resumed negotiations for Te Ahuaturanga with Rangitāne o Manawatu. The Crown purchase agent told Rangitane o Manawatu that he considered the previous Crown offer of £6,000 'insufficient' and promoted the benefits of rapid Pākehā settlement 'provided that the Reserves were ample and well selected'. The Te Ahuaturanga deed of sale was signed on 23 July 1864 and transferred approximately 250,000 acres to the Crown. The purchase price of £12,000 was paid to Rangitāne o Manawatu on 19 August 1864. The Te Ahuaturanga block extended from just north of present day Tokomaru to the headwaters of the Oroua River, bounded to the east by the Tararua and Ruahine Ranges and to the west by the Oroua River to just above Feilding, then cutting a line just west of the Taonui Stream and across the Manawatu River.

2: HISTORICAL ACCOUNT

Te Ahuaturanga Reserves

2.22 At the outset of the Te Ahuaturanga negotiations the Crown instructed its purchase agent to be on guard against Rangitāne o Manawatu requests for high prices and large reserves, and to urge them to sell as much land as possible. In September 1858 a Crown purchase agent proposed that 5,000 acres be set aside as reserves. However, after meeting Rangitāne o Manawatu at Puketotara on 27 October, he reported that 'we arranged anew the reserves, reducing them very much in extent'.

2.23 The Crown surveyed the reserves over a year later, in November 1859. They totalled 2,570 acres. At the request of Te Hirawanui the Crown set aside a 200 acre reserve at Wairarapa, on the west bank of the Pohangina River. The other reserves were at Te Wi, 650 acres on the west bank of the Manawatu River near Raukawa Pā; at Hokowhitu, 890 acres on the west bank of the Manawatu River between the river and the northern end of Papaioea clearing; and at Te Kairanga, 830 acres on the east bank of the Manawatu River.

2.24 The Te Ahuaturanga deed of 1864 attached a plan showing the boundary of the land sold, and the boundaries of the reserves for Rangitāne o Manawatu. The reserves were not described in the body of the deed.

2.25 The Crown issued grants to Rangitāne o Manawatu for these reserves between 1873 and 1879, after the Native Land Court had determined their ownership. At the request of Rangitane o Manawatu rangatira the Hokowhitu reserve was subdivided into seven sections between Rangitane o Manawatu hapū and awarded to 54 individuals. A further 43 Rangitane o Manawatu people were registered by the Native Land Court, under section 17 of the Native Lands Act 1867, as having an interest in the reserve. The Te Wi and Wairarapa reserves were granted to 3 and 8 people respectively.

2.26 The location of reserves caused much discontent for Rangitāne o Manawatu for several years after the Te Ahuaturanga sale, as they excluded wāhi tapu such as Raukawa Pā, Awapuni lagoon and kainga, Te Motu o Poutoa, Maraetarata and Tiakitahuna. In 1866 Rangitāne o Manawatu sought unsuccessfully to have the Crown include Raukawa Pā and Awapuni lagoon in their reserves.

2.27 In November 1866 the Wellington provincial government auctioned the first sections of the Te Ahuaturanga block. Sections were offered at higher prices than the shilling per acre the Crown paid Rangitāne o Manawatu two years earlier. Between 1866 and 1873 Rangitāne o Manawatu participated in auctions of the Te Ahuaturanga block to re-acquire several of their kainga. Their acquisitions included 105 acres at Awapuni (which became a principal settlement of Rangitāne o Manawatu until the 1920s and the site of their marae Kikiwhenua); 168 acres at Karere (including Tiakitahuna kainga), 100 acres on the Manawatu River opposite Tiakitahuna, and small plots in the town of Palmerston North. In 1879 Hoani Meihana told the Native Land Court that he purchased Tiakitahuna 'on behalf of the people'. While Rangitāne o Manawatu repurchased some wāhi tapu, other sites of significance such as Raukawa Pā were sold to settlers and not subsequently repurchased.

2: HISTORICAL ACCOUNT

Papaioea Clearing

2.28 The Papaioea clearing, later the site of Palmerston North, was located within the Te Ahuaturanga block. It had been the pā site of the Rangitāne o Manawatu rangatira Rakaumaui and was a significant site for Rangitāne o Manawatu.

2.29 In August 1865, after the sale of Te Ahuaturanga, Rangitāne o Manawatu rangatira, Kerei Te Panau and Huru Te Hiaro, proposed that a part of the Papaioea clearing be made a Rangitāne o Manawatu reserve so that their land at Hokowhitu could be adjoined to Papaioea and held 'in one piece'. They proposed exchanging the reserve at Te Wi for land at Papaioea. The Crown did not act on the proposal. This was likely because the Crown had identified Papaioea as a good site for a township. In late 1866 the Wellington Provincial government began auctioning the Papaioea land.

2.30 In 1867, the Crown did not consult with Rangitāne o Manawatu before purchasing 71 acres of the Papaioea clearing from the Wellington provincial government so that it could be given to another iwi as part of an exchange including land outside Manawatu. The block, located in central Palmerston North, is now valuable commercial and residential real estate.

Rangitikei-Manawatu Purchase, 1866

2.31 From the 1840s, Rangitāne o Manawatu, alongside other iwi, leased out large tracts of land between the Rangitikei and Manawatu Rivers to settlers. In 1863 a dispute arose among several iwi, including Rangitāne o Manawatu, over the distribution of rental proceeds from leases of around 80,000 acres between the Rangitikei and Manawatu rivers. The Crown intervened when the dispute threatened to escalate into armed conflict.

2.32 In 1863 the Crown held hui with the three principal iwi party to the dispute, including Rangitāne o Manawatu. At these hui Crown agents offered to refer the dispute to the Governor or to resolve the matter through arbitration. However, neither solution could be agreed upon by all parties. At a hui on 16 January 1864 one of the iwi with interests in the block offered the land for sale to the Crown. On 27 January 1864, the superintendent of Wellington province secured agreements from all parties that rents from the block would be suspended until the dispute was settled. Rangitāne o Manawatu and another iwi favoured arbitration to resolve the disagreement, and wrote to Governor Grey and the superintendent protesting the proposed sale of the land.

2.33 At a hui with the superintendent and a number of other rangatira at Whārangi in October 1864, Hoani Meihana, a Rangitāne o Manawatu rangatira, consented to the sale of the block. However other Rangitāne o Manawatu rangatira were not present.

2.34 In 1865 the Native Lands Act 1862 was repealed and replaced by the Native Lands Act 1865. The new legislation retained the clause excluding the Manawatu block from the operation of the 1862 Act. As before, the land could only be acquired by the Crown, and the Native Land Court had no role in determining its customary ownership.

2.35 Late in 1865 the superintendent travelled to Manawatu and met with Rangitāne o Manawatu and the other iwi with interests in the block. He said to a rangatira of another

iwi that the exclusion of the block from the Act prevented what he called the "farce" of a Native Land Court investigation, given its ownership was so strongly disputed. At a meeting at Puketotara Te Peeti Te Awe Awe, a Rangitāne o Manawatu rangatira, told the superintendent he had not attended the Whārangi hui in October 1864 where the chiefs agreed to sell the land. Te Awe Awe said that he refused to sell and that he wanted the rents to be released because Rangitāne o Manawatu were "living upon" them. Hoani Meihana repeated his preference to sell the Rangitikei-Manawatu block, but opposed the further sale of any land east of the Oroua River, later known as the Aorangi block, saying that:

2.36 We must keep it as a reserve for our children, and for their children after them. We must have it partitioned and get Crown grants for it. My determination to sell is confined to the disputed lands.

2.37 The Superintendant offered to distribute the suspended rents if the involved iwi could reach a unanimous decision on their release and division, but no consensus was reached.

2.38 In April 1866 representatives of the three principal iwi in the dispute met to discuss terms of sale. Te Peeti Te Awe Awe and Kerei Te Panau now consented to the sale on behalf of Rangitāne o Manawatu. The price agreed for the block was £25,000, and the superintendent called upon the iwi to determine the division of the money before signing a deed. Reserve areas would be determined on the completion of the purchase. Rangitāne o Manawatu believed the purchase money should be divided equally and paid directly to the three principal iwi in the block with their share given to Te Peeti Te Awe Awe.

2.39 When the iwi gathered at Parewanui on 5 December 1866, the allocation of the purchase money had not been agreed. Before the hui the superintendent outlined to the Native Minister a proposed division of the purchase money that would have given Rangitāne o Manawatu £5,000. At the Parewanui hui, Rangitāne o Manawatu expressed their preference for an equal distribution of the purchase money among the three principal iwi. When this was not agreed to, Rangitāne o Manawatu supported a further proposal which would have seen them receive £5,000. No consensus could be reached for this proposal either. After lengthy discussions Rangitāne o Manawatu informed the superintendent that they had entered an arrangement with one of the other principal iwi. This iwi would represent Rangitāne interests and allocate them a share of the purchase price.

2.40 The deed of sale for the approximate 241,000 acre block was signed at Parewanui on 13 December 1866. Approximately 96 Rangitāne o Manawatu signed the purchase deed. The Crown paid £15,000 of the purchase money to the iwi from whom Rangitāne o Manawatu had arranged to receive payment. Rangitāne o Manawatu received only £600 despite having consistently sought at least £5,000 for their interests.

Rangitikei-Manawatu Reserves

2.41 No reserves were defined in the Rangitikei-Manawatu deed, despite the Native Minister's recommendation that they be included, in line with established practice. The purchase had been completed on the basis that reserves would be allocated after sale. However, in the years following the sale, the provision of reserves to Rangitāne o Manawatu from

the Rangitikei-Manawatu block became intertwined with their protests over the payment of the purchase money.

2.42 In January 1867 a large gathering of Rangitāne o Manawatu met with the superintendent at Puketotara Pā, extremely angry with their share of the payment from the Rangitikei-Manawatu sale. Rangitāne o Manawatu sought his assistance in securing what they considered their full share of the purchase money. Te Peeti Awe Awe requested the superintendent to "make good the loss" by giving Rangitāne o Manawatu a reserve of 3,000 acres at Puketotara. The superintendent said that he sympathised with Rangitāne o Manawatu, but refused to intervene in the dispute. He offered Rangitāne o Manawatu a 1,000 acre reserve at Puketotara as compensation. The superintendent also indicated that the government had identified a site where a township could be established within the reserve. He suggested Rangitāne o Manawatu establish the town themselves for their own benefit.

2.43 Rangitāne o Manawatu initially refused the offer of 1,000 acres and repeated their request for 3,000 acres. In March 1867, however, Te Peeti Te Awe Awe accepted the offer of 1,000 acres at Puketotara. The memorandum of agreement signed by Te Awe Awe and the superintendent assigned the 1,000 acres as a 'tribal reserve' and included a provision that gave the Crown the right to build public roads through the reserve. The Puketotara reserve did not end Rangitāne o Manawatu protests and over the following decade they unsuccessfully petitioned the Crown on more than twelve occasions to have their concerns about the purchase payments addressed and a further payment made.

2.44 The conclusion of the purchase left the matter of the rent that had been suspended since 1864. In November 1869, the superintendent, acting as land purchase commissioner, reported that, unable to reach an agreement, the vendors of the Rangitikei-Manawatu block resolved to leave the apportionment of the suspended rents, totalling £4,699, in his hands. Rangitāne o Manawatu wanted the rents to be apportioned equally. When the Crown distributed the rents in late 1869 Rangitāne o Manawatu received £525, rather than the equal share they sought. The land commissioner told Rangitāne o Manawatu that £300 of the payment represented compensation for what the Crown considered the unfair payment they received for the Rangitikei-Manawatu purchase.

2.45 In November 1870, Rangitāne o Manawatu rangatira sought an additional 10,000 acres of reserves in lieu of the £4,400 they said had not been received from the Rangitikei-Manawatu purchase. The Minister of Native Affairs conceded that Rangitāne o Manawatu appeared to "have suffered great loss." He awarded further reserves. These included a further 1,100 acres at Puketotara for the "Rangitane tribe," 100 acres on the west bank of the confluence of the Oroua and Manawatu Rivers (that included Puketotara pā), and three small sections to individuals along the west bank of the Oroua River totalling 56.5 acres and covering urupā and eel fisheries. Hare Rakena Te Awe Awe had not consented to the sale, and was awarded a 500 acre reserve at Puketotara. In 1871 the Minister of Native Affairs described the greater portion of the reserves he created for Māori in the Rangitikei-Manawatu block as being composed of "sand hills, swamp, and broken bush".

2.46 Between 1871 and 1874, Rangitāne o Manawatu sought, unsuccessfully, to have the Crown increase the size of their Oroua River reserves. One of the reserves encompassed 35.5 acres on the bank of the Oroua River and included part of the lagoon at Te Awa a Pūnoke, which was an important eel fishery for Rangitāne o Manawatu. In

2: HISTORICAL ACCOUNT

1872 Hoani Meihana asked the Native Minister to add old cultivations at Te Awa a Pūnoke to the reserve. The Crown declined this request after a Crown surveyor was unable to find any cultivations and considered the area Hoani had identified to be about 1,000 acres. In 1874 the Crown declined a request by Hoani to expand the reserve to include the whole lagoon.

2.47 In the mid-1870s Rangitāne o Manawatu continued to feel aggrieved over the Rangitikei-Manawatu sale and felt their claims had not been satisfactorily addressed by the Crown. As European settlement on the Rangitikei-Manawatu block neared areas of Rangitāne o Manawatu occupation, some Rangitāne o Manawatu individuals began to obstruct the survey and development of the land.

2.48 In 1876 Rangitāne o Manawatu opposed the survey and drainage of a large block of land encompassing a number of swamps and lagoons, including Te Awa a Pūnoke. Rangitāne o Manawatu occupied the block in protest. Hoani Meihana told a Crown official that Rangitāne o Manawatu were "anxious lest the Awapunoke be drained and their eels thereby be destroyed." A Crown official commented sympathetically that "every attempt to drain [the swamps] has been opposed by the Natives, who argue with some show of reason that to open out these swamps would destroy the object for which these reserves were made".

2.49 Rangitāne o Manawatu rangatira Hoani Meihana and Te Peeti Te Awe Awe linked the protest and occupation to their wider grievance over the money paid to Rangitāne o Manawatu in the Rangitikei-Manawatu purchase. In 1877 the Crown laid charges against two Rangitāne o Manawatu individuals who had occupied the disputed block but later dropped the prosecution and the survey proceeded.

2.50 In the late 1870s the Crown granted Hoani Meihana 1,473 acres adjacent to the Rangitane o Manawatu reserve at Puketotara in recognition of the grievance over the draining of Te Awa o Pūnoke. This grant generated protest among other members of Rangitane o Manawatu who considered that the land should be the property of the whole iwi for their remaining grievances over the Rangitikei-Manawatu sale.

2.51 Rangitāne o Manawatu continue to believe they were inadequately compensated by the Crown for the loss of their land in the Rangitikei-Manawatu block.

Rangitāne o Manawatu and the Taranaki Campaign, 1866-1869

2.52 Rangitāne o Manawatu, like some other iwi, voluntarily joined the native military contingent in 1866 at the request of the superintendent of Wellington province. Under the command of Major General Trevor Chute and Major Kemp they fought in the Taranaki Campaign and in the 1868-1869 campaign against Titokowaru.

2.53 The Crown recognised the contribution of Rangitāne o Manawatu in these wars by awarding Te Peeti Te Awe Awe a sword of honour and the Tanenuiarangi Flag. Rangitāne o Manawatu believe their rangatira fought in order to protect their remaining land from alienation.

2: HISTORICAL ACCOUNT

Rangitāne o Manawatu and the Native Land Court

2.54 From the late 1860s to the early twentieth century, land in Manawatu which had not already been purchased by the Crown passed through the Native Land Court. The Native Land Court, under the Native Lands Act 1865, was to determine the owners of Māori land "according to native custom" and to convert customary title into title derived from the Crown.

2.55 The native land laws introduced a significant change to the Māori land tenure system. Customary tenure was able to accommodate multiple and overlapping interests to the same land, but effective participation in the post 1840 economy required clear land boundaries and certainty of ownership. The Native Land Court was not designed to accommodate the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws tended to give rights to individuals, instead of hapū and iwi.

2.56 The Crown aimed, with these measures, to provide a means by which disputes over the ownership of lands could be settled and facilitate the opening up of Māori customary lands to Pākehā settlement. It was expected that land title reform would eventually lead Māori to abandon the tribal and communal structures of traditional land holdings.

2.57 Under the native land laws individuals could submit claims to the Court without reference to their whānau or hapū. If awarded title by the Court, individuals held that title as their own property. They were free to dispose of their title, subject to the various native land acts. It was not until the 1894 that legislation provided for title to be held by iwi as corporate bodies.

2.58 The Native Lands Act 1867 gave the Governor discretion to refer claims to the Rangitikei-Manawatu block to the Native Land Court. However, claims could only be received from persons who had not signed the 1866 Deed of Sale. As most Rangitāne o Manawatu rangatira had signed the Deed of Sale, they were prevented from bringing claims regarding the Rangitikei-Manawatu block before the Native Land Court.

2.59 However, from the late 1860s through to the early twentieth century, Rangitāne o Manawatu rangatira participated widely in Court investigations of ownership for other Manawatu land. In total, the Native Land Court awarded Rangitāne o Manawatu owners almost 12,000 acres, primarily in the Aorangi, Taonui–Ahuaturanga, and Tuwhakatupua blocks.

2.60 After the large Crown purchases of the 1860s, Rangitāne o Manawatu sought to retain their remaining lands acquired through the Native Land Court for their own support. In 1873, shortly after the title hearing of the Aorangi block where Rangitāne o Manawatu were awarded the southern portion (Aorangi 3), Hoani Meihana informed the superintendent of Wellington province that:

2.61 Rangitane's portion [of Aorangi] is 5,200 acres. This is my word to you. I will never consent to the sale of this piece, it must be left for maintenance for ourselves and children. If the Government purchase I will never give my consent to sell.

2: HISTORICAL ACCOUNT

European Settlement and the Alienation of Remaining Land

2.62 By the end of the 1880s Rangitāne o Manawatu held approximately 20,000 acres in reserves from Crown purchases, land they had been awarded by the Native Land Court, and land they had repurchased in the Te Ahuaturanga block. After acquiring the Rangitikei-Manawatu block, the Crown made few further purchases from Rangitāne o Manawatu. In 1876, the Crown purchased a small strip of land across the Aorangi 3 block for the Foxton Light Railway. In 1890 the Native Land Court awarded the Crown 300 acres from the same block to pay its survey costs. In 1897 the Crown purchased the 1,026 acre Tuwhakatupua 1A block on the southern bank of the Manawatu River.

2.63 From the early 1870s the Crown assisted significant numbers of European settlers to immigrate and settle in the upper Manawatu. In 1870 a block of 3,000 to 4,000 acres was made available to settle Scandinavian immigrants near Rangitāne o Manawatu settlements at Awapuni and Te Wi. Large virgin forests and swamps such as Taonui, Makurerua and Moutoa, which once provided a rich resource to Rangitāne o Manawatu, became over time fertile farmland and towns. The arrival of these settlers and the development of rural and urban areas in Manawatu brought many changes to Rangitāne o Manawatu and their rohe. As the region's agricultural economy developed, settlers and speculators began purchasing land from Rangitāne o Manawatu. From the late nineteenth century private purchasing accounted for the alienation of the majority of the remaining land of Rangitāne o Manawatu.

2.64 Except to a limited extent at Puketotara, the Rangitāne o Manawatu reserves in the Te Ahuaturanga and Rangitikei-Manawatu blocks were too small and fragmented to sustain either traditional subsistence or modern agriculture. The four original Te Ahuaturanga reserves had been leased out by Rangitāne o Manawatu to generate income for hapū and whānau. On their wooded Hokowhitu reserve, Rangitāne o Manawatu had entered into a joint venture with a European sawmilling company. By 1900 these reserves had all been sold to private interests, along with most of the land that had been repurchased. Reasons given for selling the Hokowhitu reserve included the erosion of the block by the Manawatu River and to pay debts owed to the Crown on the Aorangi 3 block. The effect of these sales was to leave only a small area of land in Rangitāne o Manawatu ownership in the core of their traditional rohe.

2.65 During the 1880s and 1890s, the Native Land Court partitioned much of the land it awarded Rangitāne o Manawatu in the Aorangi and Taonui-Ahuaturanga blocks, into smaller blocks which were then sold by their owners. This included over 2,500 acres of Aorangi 3 which was located in the middle of the Taonui swamp, away from road and rail lines.

2.66 By 1900 over 10,000 acres in total, more than half of the remaining land held by Rangitāne o Manawatu had been alienated.

2.67 The Puketotara reserve (two blocks totalling 2,178 acres) remained intact until the early twentieth century. In 1876 Te Peeti Awe Awe and Hoani Meihana had title to Puketotara issued, under the Rangitikei-Manawatu Crown Grants Act 1873, to ten grantees who acted as trustees on behalf of 100 owners. This arrangement lasted until 1902 when a case was brought before the Native Land Court to establish ownership of the Puketotara reserves beyond the ten original grantees. As a result, in 1904 the number of owners to

Puketotara was greatly expanded. Between 1908 and 1920 many of the new owners sought to partition out their individual interests, resulting in the Native Land Court ordering as many as 74 partitions. During the twentieth century most of the Puketotara reserve was sold.

2.68 Between 1900 and 1910 the number of private purchases fell dramatically. After 1910 this trend was reversed; over the next twenty years Rangitāne o Manawatu alienated, by way of private sales, 3,756 acres. By 1930 Rangitāne o Manawatu landholdings had been reduced to 2,903 acres. The remaining land was gradually eroded by further sales until the area of land owned by the iwi fell below 1,000 acres by 1990.

Conclusion

2.69 The Crown's purchases prior to 1866 left Rangitāne o Manawatu with very little land. Further Crown purchases and private sales of reserves left Rangitāne o Manawatu virtually landless by the early twentieth century. In spite of their social and economic marginalisation, Rangitāne o Manawatu have continued to contribute extensively to the cultural and economic development of Palmerston North and the Manawatu Region.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that until now it has failed to address the longstanding grievances of Rangitāne o Manawatu in an appropriate way. The Crown hereby recognises the legitimacy of the historical grievances of Rangitāne o Manawatu and makes the following acknowledgements.

3.2 The Crown acknowledges that when it investigated the New Zealand Company claims in Manawatu in 1843-1844, it did not seek the views of Rangitāne o Manawatu about the transactions affecting their land.

3.3 The Crown acknowledges that between 1859 and 1866 it acquired most of the land in which Rangitāne o Manawatu held customary interests by purchasing over 500,000 acres in the Te Awahou, Te Ahuaturanga and Rangitikei-Manawatu blocks.

3.4 The Crown acknowledges that when it opened negotiations for the Te Ahuaturanga block, Rangitāne o Manawatu sought to have the boundaries of the block surveyed and the purchase conducted on a price per acre basis, but the Crown was only prepared to offer a lump sum payment for the land under negotiation.

3.5 The Crown acknowledges that:

3.5.1 in 1865 and 1866, after the sale of the Te Ahuaturanga block, it declined requests from Rangitāne o Manawatu to have sites they used and occupied, such as Raukawa Pā and Awapuni lagoon, included in their reserves;

3.5.2 between 1866 and 1873 Rangitāne o Manawatu re-purchased several hundred acres of Te Ahuaturanga land, including wāhi tapu and kāinga; and

3.5.3 when purchasing the Te Ahuaturanga block the Crown failed to adequately protect the interests of Rangitāne o Manawatu by ensuring that adequate reserves were set aside for Rangitāne o Manawatu and this failure was in breach of the Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that:

3.6.1 it did not act on a proposal by Rangitāne o Manawatu in 1865 to add land from the Papaioea clearing to their reserve at Hokowhitu in exchange for their reserve at Te Wi;

3.6.2 in 1867 it purchased land from the Papaioea clearing for individuals from another iwi; and

3.6.3 this purchase has remained a considerable grievance for Rangitāne o Manawatu to the present day.

3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

3.7 The Crown acknowledges that:

3.7.1 the manner in which it conducted its purchase of the Rangitikei-Manawatu block in 1866, including not defining reserves prior to the purchase deed being signed, gave rise to one of the deepest grievances of Rangitāne o Manawatu; and

3.7.2 Rangitāne o Manawatu repeatedly sought redress from the Crown following the sale for what Rangitāne o Manawatu considered an insufficient payment and the Crown's response to those requests failed to alleviate this major grievance for Rangitāne o Manawatu. In particular, reserves created by the Crown in response to Rangitāne o Manawatu protests did not fully encompass those areas Rangitāne o Manawatu wanted to retain. As a consequence, the Rangitikei-Manawatu purchase has remained a major source of bitterness for Rangitāne o Manawatu down the generations to the present day.

3.8 The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Rangitāne o Manawatu, in particular the awarding of land to individual Rangitāne o Manawatu rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the erosion of the traditional tribal structures of Rangitāne o Manawatu. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that:

3.9.1 by 1900 over half of the land still available to Rangitāne o Manawatu for their support and maintenance following the Te Ahuaturanga and Rangitikei-Manawatu purchases had been alienated, including much of their reserved land from those blocks;

3.9.2 by 1992 only a fraction of the former lands of Rangitāne o Manawatu remained in their ownership;

3.9.3 the cumulative effect of the Crown's acts and omissions, including the Te Ahuaturanga and Rangitikei-Manawatu purchases, the operation and impact of the native land laws, and private purchasing has left Rangitāne o Manawatu virtually landless; and

3.9.4 the Crown's failure to ensure that Rangitāne o Manawatu retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles. This hindered the social, cultural and economic development of Rangitāne o Manawatu as an iwi.

3.10 The Crown acknowledges that its actions have undermined the ability of Rangitāne o Manawatu to access many of their traditional resources, including rivers, lakes, forests, and wetlands. The Crown also acknowledges that Rangitāne o Manawatu has lost control of many of their significant sites, including wāhi tapu that they wished to retain, and that this has had an ongoing impact on their physical and spiritual relationship with the land.

3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS

APOLOGY

3.11 The Crown recognises the struggles of the ancestors of Rangitāne o Manawatu in pursuit of redress and justice for the Crown's wrongs and makes this apology to Rangitāne o Manawatu, to their ancestors and to their descendants.

3.12 The Crown is deeply sorry that it has not always lived up to its obligations under the Treaty of Waitangi in its dealings with Rangitāne o Manawatu and unreservedly apologises to Rangitāne o Manawatu for its breaches of the Treaty of Waitangi and its principles.

3.13 The Crown sincerely apologises for the cumulative effect of its acts and omissions which left Rangitāne o Manawatu virtually landless. The Crown greatly regrets that on a number of occasions it failed to protect Rangitāne o Manawatu interests when purchasing land in their rohe. By 1866 Rangitāne o Manawatu had been alienated from many of their traditional kainga, taonga and wāhi tapu, and were left with insufficient reserves. Despite the efforts of Rangitāne o Manawatu to retain and reacquire these lands, many have been lost forever. The Crown is deeply remorseful about the lasting sense of grievance its acts and omissions have caused Rangitāne o Manawatu.

3.14 The Crown profoundly and deeply regrets that over the generations the Crown's breaches of the Treaty of Waitangi undermined the social and traditional structures of Rangitāne o Manawatu, and compromised the autonomy and ability of Rangitāne o Manawatu to exercise its customary rights and responsibilities.

3.15 The Crown deeply regrets its failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne o Manawatu. Through this apology and by this settlement, the Crown seeks to atone for its wrongs and begin the process of healing. The Crown looks forward to re-establishing its relationship with Rangitāne o Manawatu based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that -

4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2 full compensation of the settling group is not possible; and

4.1.3 the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 The settling group acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, -

4.3.1 the historical claims are settled; and

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

4.3.3 the settlement is final.

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

REDRESS

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

4.5.1 is intended to benefit the settling group collectively; but

4.5.2 may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

4: SETTLEMENT

IMPLEMENTATION

4.6 The settlement legislation will, on the terms provided by sections 15 and 16 of the draft settlement bill, –

4.6.1 settle the historical claims; and

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

4.6.3 provide that the legislation referred to in sections 17 and 18 of the draft settlement bill does not apply -

(a) to a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; or

(b) for the benefit of the settling group or a representative entity; and

4.6.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; and

4.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which -

(i) the trustees of the Rangitāne o Manawatu Settlement Trust, being the governance entity, may hold or deal with property; and

(ii) the Rangitāne o Manawatu Settlement Trust may exist; and

4.6.6 require the Secretary for Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS

WHENUA RĀHUI

5.1 The settlement legislation will, on the terms provided by sections 50 to 62 of the draft settlement bill, –

5.1.1 declare each of the following properties is subject to whenua rāhui:

(a) Part Himatangi Bush Scientific Reserve (as shown on deed plan OTS-182-12):

(b) Makurerua Swamp Wildlife Management Reserve (being Makerua Swamp Wildlife Management Reserve) (as shown on deed plan OTS-182-13); and

5.1.2 provide the Crown's acknowledgement of the statement of Rangitāne o Manawatu values in relation to each of the properties; and

5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board, -

(a) when considering a conservation document, in relation to a property, to have particular regard to the statement of Rangitāne o Manawatu values, and the protection principles, for the property; and

(b) before approving a conservation document in relation to a property, to -

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the Rangitāne o Manawatu values, and the protection principles, for the property; and

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

5.1.5 enable the making of regulations and bylaws in relation to the properties.

5.2 The statement of Rangitāne o Manawatu values, the protection principles, and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will, on the terms provided by sections 29 to 40 of the draft settlement bill, -

5.3.1 provide the Crown's acknowledgement of the statements by the settling group of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Pukepuke Lagoon Conservation Area (as shown on deed plan OTS-182-14);

(b) Manawatu Gorge Scenic Reserve (as shown on deed plan OTS-182-15);

(c) Omarupapako / Round Bush Scenic Reserve (as shown on deed plan OTS-182-16);

(d) Tawhirihoe Scientific Reserve (as shown on deed plan OTS-182-17);

(e) Ruahine Forest Park (as shown on deed plan OTS-182-18);

(f) Tararua Forest Park (as shown on deed plan OTS-182-19);

(g) Manawatu River and tributaries (as shown on deed plan OTS-182-20);

(h) Rangitikei River (as shown on deed plan OTS-182-21);

(i) Pohangina River (as shown on deed plan OTS-182-22);

(j) Oroua River (as shown on deed plan OTS-182-23);

(k) Mangahao River (as shown on deed plan OTS-182-24); and

(l) Coastal area (as shown on deed plan OTS-182-25); and

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

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

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

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

5.3.4 enable the governance entity, and any member of the settling group, to cite the statutory acknowledgement as evidence of the settling group's association with an area.

5.4 The statements of association are in the documents schedule.

DEEDS OF RECOGNITION

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

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

(a) Pukepuke Lagoon Conservation Area (as shown on deed plan OTS-182-14);

(b) Manawatu Gorge Scenic Reserve (as shown on deed plan OTS-182-15);

(c) Omarupapako / Round Bush Scenic Reserve (as shown on deed plan OTS-182-16);

(d) Tawhirihoe Scientific Reserve (as shown on deed plan OTS-182-17);

(e) Ruahine Forest Park (as shown on deed plan OTS-182-18);

(f) Tararua Forest Park (as shown on deed plan OTS-182-19);

(g) Manawatu River and tributaries (as shown on deed plan OTS-182-20);

(h) Rangitikei River (as shown on deed plan OTS-182-21);

(i) Pohangina River (as shown on deed plan OTS-182-22);

(j) Oroua River (as shown on deed plan OTS-182-23); and

(k) Mangahao River (as shown on deed plan OTS-182-24).

5.5.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the following areas:

(a) Manawatu River and tributaries (as shown on deed plan OTS-182-20);

(b) Rangitikei River (as shown on deed plan OTS-182-21);

(c) Pohangina River (as shown on deed plan OTS-182-22);

(d) Oroua River (as shown on deed plan OTS-182-23); and

(e) Mangahao River (as shown on deed plan OTS-182-24).

5.6 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.7 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within an area that the deed relates to, –

5.7.1 consult the governance entity; and

5.7.2 have regard to its views concerning the settling group's association with the area as described in a statement of association.

PROPERTY SPECIFIC CROWN ACKNOWLEDGEMENT

5.8 The Crown acknowledges the statements by the settling group of their particular cultural, spiritual, historical, and traditional association with the following areas:

5.8.1 Linton Army Camp (as shown on deed plan OTS-182-29); and

5.8.2 Manawatu Prison (as shown on deed plan OTS-182-29).

5.9 The existence of the property specific Crown acknowledgement shall not oblige relevant consent authorities, the Environment Court, or the New Zealand Historic Places Trust to have regard to the property specific Crown acknowledgement. The statements of association are in the documents schedule.

PROTOCOLS

5.10 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

5.10.1 the conservation protocol; and

5.10.2 the taonga tūturu protocol; and

5.10.3 the Crown minerals protocol.

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

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.12 Each deed of recognition and protocol will be -

5.12.1 in the form in the documents schedule; and

5.12.2 issued under, and subject to, the terms provided by sections 22 to 24 of the draft settlement bill.

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

CULTURAL REDRESS PROPERTIES

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

In fee simple

5.14.1 the fee simple estate in each of the following properties:

(a) Tangimoana Beach property; and

(b) Awapuni;

In fee simple with easements

5.14.2 the fee simple estate in Pukepuke Lagoon property, with:

(a) the Minister of Conservation providing a registrable right of way easement in favour of the governance entity over the area shown as "A" on deed plan OTS-182-03 and indicated "A" on the diagram attached to the easement (the final easement area being subject to survey) in the form in the documents schedule; and

(b) Landcorp Farming Limited providing a registrable right of way easement in favour of the governance entity over the areas shown as "A", "B" and "G" on DP 70916 and "D" and "H" on S0 428401 in the form in the documents schedule;

(c) a variation of easement instrument B212575.3 as it relates to the land described as Lot 1 DP 70917 by inserting the following sentence after the first sentence of the proviso at the end of clause 4(c) of the easement instrument:

"The term invitees shall include all invitees of the trustees of the Rangitāne o Manawatu Settlement Trust";

As a scenic reserve

5.14.3 the fee simple estate in each of the following properties as a scenic reserve, with the governance entity as the administering body:

(a) Mairehau Peak property;

(b) Aruwaru Peak property;

(c) Mārima Peak property;

(d) Ngāwhakaraua Peak property; and

(e) Moutoa Reserve property,

As a recreation reserve

5.14.4 the fee simple estate in Pohangina property as a recreation reserve, with the governance entity as the administering body;

As fee simple subject to conservation covenant

5.14.5 the fee simple estate in Wharite Peak property, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in the documents schedule; and

In fee simple subject to terms of use

5.14.6 the fee simple estate in Moutoa property subject to the terms set out in clauses 5.15 to 5.17.

5.15 Moutoa located on the lower reaches of the Manawatu River was once part of a flax milling area and at its height was one of the most heavily populated and occupied areas in the Manawatu. It was part of a vital mahinga kai system for Rangitāne o Manawatu with its many bends, ox-bow lagoons and extensive flood plains and wetlands.

5.16 The settlement legislation will, on the terms provided by sections 73 to 75 of the draft settlement bill, provide that -

Conditions applying to use and management

5.16.1 in managing and using Motoua property, the governance entity should ensure that the outcomes identified below are achieved:

(a) the risk of fire is minimised;

(b) any areas containing farmed domestic stock are well fenced to at least good neighbour and Fencing Act 1978 requirements, to prevent stock accessing surrounding wetlands, native vegetation, and other farmland;

(c) diverse use is promoted;

(d) the introduction of domestic animals, such as dogs and cats is prevented; and

(e) the presence and spread of weeds and wild animals as defined under the Wild Animals Control Act 1977 are minimised; and

5.16.2 to avoid doubt, the following activities are inconsistent with the purposes and outcomes identified in clause 5.16.1:

(a) the clear felling or clearing of indigenous vegetation;

(b) draining of wetlands, or increasing the parameters of existing drains;

(c) the conversion of any more of the property to pasture than currently exists;

(d) open cast mining;

(e) the farming of animals controlled under the Wild Animals Control Act 1977; and

Application of revenue

5.16.3 the governance entity must ensure all revenue (including interest) deriving from the use of Motoua property, after the deduction of any reasonable expenses, is applied for conservation purposes on one or more of the following properties:

(a) Pohangina property;

(b) Mairehau Peak property;

(c) Aruwaru Peak property;

(d) Mārima Peak property;

(e) Ngāwhakaraua Peak property;

(f) Moutoa Reserve property;

(g) Wharite Peak property; and

(h) any other land owned or administered by the governance entity.

5.17 For the purposes of clause 5.16.3, **conservation purposes** means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations including the education of the same.

5.18 Each cultural redress property is to be –

5.18.1 as described in schedule 3 of the draft settlement bill; and

5.18.2 vested on the terms provided by -

(a) sections 68 to 94 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.18.3 subject to any encumbrances, or other documentation, in relation to that property -

(a) required by clause 5.14 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 3 of the draft settlement bill.

ALTERED GEOGRAPHIC NAMES

5.19 The settlement legislation will, from the settlement date, alter each of the following existing geographic names to the official geographic name set opposite it:

Existing geographic name (official, recorded or local)	Altered geographic name	Location (topographic map)	Geographic feature type
Ngawhakarara	Ngāwhakaraua	BN 34 113 058"	Hill
Mairekau	Mairehau	BN 34 176 075	Hill
Marima (local use)	Mārima	BN 34 274 170	Hill
Arawaru	Aruwaru	BN 34 224 123"	Hill

5.20 The settlement legislation will alter the existing geographic names on the terms provided by sections 63 to 66 of the draft settlement bill.

5.21 Each of the following defined terms is not the official geographic feature or Crown Protected Area:

5.21.1 Aruwaru;

5.21.2 Mairehau;

5.21.3 Mārima;

5.21.4 Ngāwhakaraua.

MANAWATU RIVER ADVISORY BOARD

5.22 **Key Principles:** The parties acknowledge that –

5.22.1 Rangitāne o Manawatu have agreed to form an advisory board in relation to the freshwater management issues relating to the Manawatu River catchment including the Manawatu River and tributaries (as shown on deed plan OTS-182-20);

5.22.2 the advisory board is intended to work in a collaborative manner with the Horizons Regional Council with the common purpose of addressing and promoting the health, wellbeing, sustainable use and mana of the Manawatu River within the jurisdiction of the Horizons Regional Council;

5.22.3 in undertaking its work the advisory board will consider the interests of other iwi with recognised interests in the Manawatu River and will operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in the Manawatu River, other issues may be of interest primarily to particular iwi; and

5.22.4 the formation of the advisory board does not preclude Māori with interests in the Manawatu River working with the Horizons Regional Council to address and promote the health, wellbeing, sustainable use and mana of the Manawatu River in other ways nor does the formation of the advisory board limit, in any way, the consultative obligations of the Horizons Regional Council to Māori who are not represented on the advisory board.

5.23 It is intended that –

5.23.1 **Advisory Role:** the role of the advisory board is to provide timely advice to the Horizons Regional Council, either on the advisory board's own initiative or in response to an invitation, in relation to the freshwater management issues relating to the Manawatu River catchment under the Resource Management Act 1991;

5.23.2 **Council to Have Regard:** Horizons Regional Council, when exercising functions and powers and duties in relation to the matters set out in clause 5.23.1, shall have regard to the advice of the advisory board to the extent that advice relates to freshwater management issues relating to the Manawatu River catchment under the Resource Management Act 1991;

5.23.3 **Duty to Report Back:** Horizons Regional Council shall report back to the advisory board on how the Council has considered any advice tendered by the advisory board;

5.23.4 **Additional Advice:** subject to the written agreement of the advisory board and the Horizons Regional Council, the advisory board may provide advice to the Horizons Regional Council on any other matter;

5.23.5 **Statutory Members:** as the Crown negotiates with iwi with recognised interests in the Manawatu River, the Crown will offer statutory membership to the advisory board as part of the settlement for each such iwi under the relevant deed of settlement;

5.23.6 **Interim Members**: that until such time as a settlement is completed with an iwi with recognised interests in the Manawatu River, the statutory members may invite such iwi to be an interim member of the advisory board;

5.23.7 **Board Members:** that the advisory board shall comprise of one representative of each of the iwi with statutory membership or interim membership on the advisory board;

5.23.8 **Participation Costs:** the iwi participating in the advisory board and the Horizons Regional Council will each meet their own costs of participating in the advisory board. The Horizons Regional Council may contribute to such costs where such contribution is provided for in the agreed terms of reference or where such contribution has first been approved by the Horizons Regional Council; and

5.23.9 **Terms of Reference:** the iwi participating in the advisory board in conjunction with the Horizons Regional Council will draft terms of reference for the appointment of representatives, operation and administration of the advisory board and such other functions of the advisory board as agreed between the statutory board members and Horizons Regional Council.

5.24 The settlement legislation will, on the terms provided by sections 42 to 48 of the draft settlement bill, provide –

5.24.1 **Establishment:** for the establishment of a permanent advisory board within the jurisdiction of the Horizons Regional Council;

5.24.2 **Purpose:** that the primary purpose of the advisory board is to provide advice in relation to the freshwater management issues relating to the Manawatu River under the Resource Management Act 1991;

5.24.3 **Council to Have Regard:** that the Horizons Regional Council shall have regard to the advice of the advisory board;

5.24.4 **Amendment:** that the scope of the advisory board and its functions may be amended by mutual agreement of the statutory board members and Horizons

Regional Council or as a consequence of future Treaty of Waitangi settlements as agreed by the statutory members at the time;

5.24.5 **Membership:** that Rangitāne o Manawatu be granted permanent statutory membership on the advisory board;

5.24.6 **Termination of Advisory Board:** that the advisory board may, by vote of a majority of the statutory members of the advisory board at any time elect to disestablish the advisory board and the advisory board shall provide the Horizons Regional Council with written notification of any such disestablishment; and

5.24.7 **No Change to RMA Obligations:** to avoid doubt, the obligations under clauses 5.23 and 5.24 are additional to, and do not derogate from, any other obligations of the Horizons Regional Council under the Resource Management Act 1991.

RELATIONSHIP AGREEMENT

5.25 The Crown and the governance entity must, by or on the settlement date, enter into a relationship agreement in the form set out in the documents schedule.

5.26 The parties agree that representatives of the Ministry for the Environment, and the governance entity will meet biennially in accordance with the relationship agreement.

5.27 Without limiting the terms of the relationship agreement, the meetings will be held to discuss the performance of local government in implementing the Treaty of Waitangi provisions in the Resource Management Act 1991, and other resource management issues, in the area of interest.

LETTER OF INTRODUCTION

5.28 The Minister for Treaty of Waitangi Negotiations will write a letter of introduction to each of the following entities:

5.28.1 Palmerston North City Council;

5.28.2 Manawatu District Council;

5.28.3 Wellington City Council;

5.28.4 Massey University; and

5.28.5 Horizons Regional Council.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.29 The Crown may do anything that is consistent with the cultural redress, including

entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

CULTURAL REVITALISATION FUND

5.30 On the settlement date the Crown must pay the governance entity the amount of $300,000 for cultural revitalisation.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $8,508,553.77, being the financial and commercial redress amount of $13,500,000 less –

6.1.1 the following payments –

(a) $653,946.23 being the on-account payment that was paid on 15 July 1999 to the mandated body on account of the settlement; and

(b) $2,569,000 being the on-account payment to be paid to the governance entity within five business days of the date of this deed; and

(c) $1,768,500 being the total transfer value of the commercial redress properties,

it being acknowledged that the parties intend that if this deed does not become unconditional under clause 7.4 these on-account payments will be taken into account in any future settlement of the historical claims.

COMMERCIAL REDRESS PROPERTIES

6.2 Each commercial redress property is to be -

6.2.1 transferred by the Crown to the governance entity on the settlement date -

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

(b) on the terms of transfer in part 6 of the property redress schedule; and

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

6.3 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the disclosed encumbrances in relation to that property.

LICENSED LAND

6.4 The settlement legislation will, on the terms provided by sections 102 to 104 of the draft settlement bill, provide for the following in relation to a commercial redress property that is licensed land:

6.4.1 its transfer by the Crown to the governance entity;

6.4.2 it to cease to be Crown forest land upon registration of the transfer;

6.4.3 the governance entity to be, from the settlement date, in relation to the licensed land, –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to the rental proceeds since the commencement of the Crown forestry licence;

6.4.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if -

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date;

6.4.5 the governance entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying;

6.4.6 for rights of access to areas that are wahi tapu.

DEFERRED SELECTION PROPERTIES

6.5 The governance entity for two years after the settlement date, or one year in the case of 351-379 Church Street property, have a right to elect to purchase the deferred selection properties described in part 4 of the property redress schedule on, and subject to, the terms and conditions in part 5 of the property redress schedule.

6.6 Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 8 of the documents schedule (being a registrable ground lease for the property, ownership of the lessee's improvements unaffected by the transfer):

6.6.1 Awatapu College site; and

6.6.2 Part Linton Army Housing Estate A **or** Parts Linton Army Housing Estate A and B (but, for the avoidance of doubt, not Part Linton Army Housing Estate B alone) as shown on deed plan OTS-182-30.

6.7 In the event that the Awatapu College site becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in accordance with paragraph 5.2 of the property redress schedule in respect of that school site, give written notice to the governance entity advising it that that school site is no longer available for selection by the governance entity in accordance with clause 6.5. The governance entity's right to purchase under clause 6.5 ceases in respect of that school site on the date of receipt of the notice by the governance entity under this clause. To avoid doubt, the governance entity will continue to have a right of first refusal in relation to that school site in accordance with clause 6.9.

SETTLEMENT LEGISLATION

6.8 The settlement legislation will, on the terms provided by sections 95 to 101 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

RFR FROM THE CROWN

6.9 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being land listed in the attachments as RFR land that, on the settlement date, -

6.9.1 is vested in the Crown; or

6.9.2 the fee simple for which is held by the Crown.

6.10 The right of first refusal is –

6.10.1 to be on the terms provided by sections 109-137 of the draft settlement bill; and

6.10.2 in particular, to apply-

(a) for a term of 171 years from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 120-126 of the draft settlement bill.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives as soon as is reasonably practicable.

7.2 The draft settlement bill proposed for introduction may include changes:

7.2.1 of a minor or technical nature; or

7.2.2 where clause 7.2.1 does not apply, those changes that have been agreed in writing by the governance entity and the Crown.

7.3 The settling group and the governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

7.5.1 clauses 7.4 to 7.9;

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

EFFECT OF THIS DEED

7.6 This deed –

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

7.6.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

7.7 Clause 7.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

7: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

7.8.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

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

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

7.9.1 (and the settlement) are at an end; and

7.9.2 does not give rise to any rights or obligations; and

7.9.3 remains “without prejudice”; and

7.9.4 the parties intend that any on account payment is taken into account in any future settlement of the historical claims.

8 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

8.1 The general matters schedule includes provisions in relation to –

8.1.1 the implementation of the settlement; and

8.1.2 the Crown's –

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

(b) tax indemnities in relation to redress; and

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

8.1.4 amending this deed.

HISTORICAL CLAIMS

8.2 In this deed, **historical claims** –

8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

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

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 182 – Rangitāne o Manawatu claim;

(b) Wai 631 – Rangitāne Ki Manawatū Rohe claim;

(c) Wai 873 – Rangitāne Ki Manawatū Rohe (No.2) claim;

(d) Wai 1627 – Te Awe Awe Hapū claim; and

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to the settling group or a representative entity, including the following claim:

(a) Wai 1928 – Gloria Karaitiana claim.

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

8.3.1 a claim that a member of the settling group, or a whānau, hapū, or group referred to in clause 8.5.2 may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Rangitāne o Manawatu tupuna;

8.3.2 a claim based on descent from a recognised ancestor of Ngāti Tauira to the extent that a claim is, or founded on, a right arising from being descended from an ancestor other than Tanenuiarangi (Rangitāne); or

8.3.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

RANGITĀNE O MANAWATU

8.5 In this deed, **Rangitāne o Manawatu** or the **settling group** means -

8.5.1 the iwi or collective group composed of individuals who descend from one or more Rangitāne o Manawatu tupuna; and

8.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.5.1, including the following groups:

(a) Ngāti Hineaute;

(b) Ngāti Mairehau;

(c) Ngāti Rangitepaia;

(d) Ngāti Rangiaranaki;

(e) Ngāti Te Kapuārangi ki Manawatu; and

(f) to the extent only that descent can be traced from Tanenuiarangi (Rangitāne), the hapū of Ngāti Tauira; and

8.5.3 every individual referred to in clause 8.5.1.

8.6 For the purposes of clause 8.5.1 -

8.6.1 a person is **descended** from another person if the first person is descended from the other by -

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

8.6.2 **Rangitāne o Manawatu tupuna** means:

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

(i) Tanenuiarangi (Rangitāne); and

(ii) a recognised ancestor of any of the groups referred to in clause 8.5.2 (a) to (e); or

(iii) a recognised ancestor of Ngāti Tauira, provided that ancestor descends from Tanenuiarangi (Rangitāne); and

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

8.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including -

(a) rights to occupy land; and

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

8: GENERAL, DEFINITIONS, AND INTERPRETATION

SIGNATORIES

8.7 In this deed –

8.7.1 **mandated signatories** means the trustees of the governance entity:

8.7.2 **negotiator signatories** means the following individuals:

(a) Danielle Pikihuia Harris, Palmerston North, Principal Negotiator;

(b) Maurice Takarangi, Palmerston North, Deputy Principal Negotiator and President of Tanenuiarangi Manawatu Incorporated; and

(c) Matua Tokatu Moana Te Rangi, Palmerston North, Te Mauri O Rangitāne O Manawatu Negotiator and Senior Elder, of Te Rangiaranaki hapu.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

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

SIGNED by the Trustees of **RANGITĀNE O MANAWATU SETTLEMENT TRUST** in the presence of -

_____
[***name***]

_____
[***name***]

_____
[***name***]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **RANGITĀNE O MANAWATU** by the negotiator signatories in the presence of -

_____
Danielle Pikihuia Harris

_____
Maurice Takarangi

_____
Matua Tokatu Moana Te Rangi

WITNESS

_____

Name:

Occupation:

Address:

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

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

_____
Hon Christopher Finlayson

WITNESS

_____

Name:

Occupation:

Address:

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

_____
Hon Simon William English

WITNESS

_____

Name:

Occupation:

Address: