TE AUPŌURI

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

---

28 JANUARY 2012

M.I-Ri

WHAKAMOEMITI

He kōroria, hōnore, hareruia ki a Ihoa o ngā mano, Matua, Tama, Wairua Tapu ngā Anahera Pono. Tēnei anō hoki mātou, te īnoi whakaiti atu nei kia uhia mai tōu arohanoa ki runga ki a mātou i roto i a mātou mahi, i roto i te tūmanako ka tū tangata mātou i te whakaaro whānui mō ā mātou uri whakatupu, arā ā mātou tamariki, ā mātou mokopuna, ō mātou tuākana, tēina, ō mātou mātua me ō mātou whaea.

E Ihoa, hei ā mahi ā mātou mahi i raōro anō i tōu arohanoa, arā atu anō i ō mātou whatumanawa me ō mātou hinengaro i roto i te tūmanako hei oranga mō ō mātou tinana me ō mātou wairua e tutuki anō ai ā mātou mahi katoa i runga i te tika me te pono me te rangimārie, i roto anō hoki, e Ihoa, i tōu korōriatanga.

Nei rā e Ihoa, me whakahoki tonu atu anō te reo whakamoemiti, whakawhetai, whakakorōria i tōu ingoa mō ngā manaakitanga i whiwhi nei mātou, mai anō i ngā rā ki muri, ā, tae noa mai ki tēnei rā. Ko koe nei anō hoki te tīmatanga, te whakaotinga, o ngā mea katoa e pātukingia atu nei e mātou.

E Ihoa, kei a koe te mana me te mauri o ngā mea katoa. Nā reira, whakaūngia mātou, whakanekenekehia mātou ki roto i te here ngaro o tōu arohanoa, kia paiheretia mai i runga i te rangimārie. Mā te Māngai hei tautoko mai āianei, ākenei.... Āe.

TE WHAKATAUKĪ A MERI NGĀROTO

Hūtia te rito o te harakeke
Kei hea te kōmako e kō?
Whakataerangitia
Rere ki uta
Rere ki tai
Māu e ui mai,
'He aha te mea nui o te ao?'
Māku e kī atu,
'He tangata, he tangata, he tangata!'

MIHI

Topatopa ana te manu
Tau ana te titiro ki ngā au moana,
ki ngā mau o te whenua, ki ngā ara tawhito
i ahu mai ai ngā tūpuna i Wawauātea
Ki ngā takahanga i mahue iho i te hunga wairua
Ka ngaro ki Hawaiki-nui, Hawaiki-roa, Hawaiki-pāmamao

Huri noa ki te whitinga o te rā
Ko Rā-nui, ko Rā-roa, ko Rā-whakatiketike
E pāinaina ai, e āhuru ai te iwi o Te Aupōuri
I ōna pārae, ōna māniania, ōna awaawa, ōna maunga

Tāhorahora ana te huanui hei hīkoi mā tātou
Kei runga ko te whetū hei arataki
Kei raro ko te tapuwae hei whai
Pātōtō ana te manawa kia whiwhi
Ka puta ka ora, ki te wheiao ki te ao-mārama!

E ngā mana, e ngā reo, o ngā whānau, ngā hapū, otirā te iwi whānui tonu o Te Aupōuri, he mihi aroha tēnei ki a koutou katoa. Tēnā koutou katoa e ngā mātua, e ngā whaea, e rau rangatira mā, e noho mai nā i ō koutou pā kāinga, huri noa, huri noa i te ao. Kua tae rā tātou ki te mutunga o tēnei wāhanga o ngā mahi roa, taimaha nei, i pīkauhia ai e ngā whakatupuranga hei painga mō ngā uri whakaheke. Kua eke nei tātou ki te taumata e kitea atu ai te ara ki tua.

Koia rā ka pupū ake te aroha, i te hokinga o ngā rau mahara ki ngā mārohirohi i kawea ai ēnei tūmanako i roto i ngā tau kua pahika. Nei rā a Wiki Kārena, rātou ko Matiu Wiki, ko Hōri Wītana mā i whārikihia atu ai ngā nawe, ngā auē a te iwi ki mua i te aroaro o Te Karauna. Otirā kāhore ngā ingoa katoa e taea te whakahuahua i te kaha tini. Nō reira e ngā hoa aroha kua whetūrangihia, kua okioki nei i ngā mahi, moe mārire mai. E kore rawa koutou e warewaretia e ngā uri. Kāti, te hunga mate ki te hunga mate - haere, haere, haere. Ki a tātou, ngā waihotanga iho a rātou mā, tēnā anō tātou katoa.

Ehara i tētahi āhua te nui o ngā mahi i mahia ai. Nō reira ka mihi ki te hunga katoa i whakakotahi mai ai i ō koutou ngoi, i ō koutou whakaaro, ki te whakatutuki i tēnei kaupapa nui whakaharahara. Nei rā ngā mema o ngā huinga kaikōrero mō te iwi i ngā tau ki muri, tae mai ki Te Rūnanga Nui O Te Aupōuri kua whakatūria ake nei, ā, puta atu ki te iwi whānui. Tēnā koutou i tō koutou kaha, i tō koutou manawanui. Heoi anō rā e te iwi, ehara i te mea kua oti ngā mahi. Kei a tātou anō te roanga ake, kei roto i ō tātou ringaringa. Nō reira kia kaha tonu tātou.

Kāti rā, hei kōrero mutunga mō tēnei wāhanga, e tika ana me tuku mihi ki ō tātou hoa whawhai o mua. E Te Karauna, e pēnei ana tētahi kupu a ō mātou tūpuna, 'He rā taua ki tua - takoto te pai, takoto te pai!' Nō reira, ka mihi kau atu ki a koutou i runga anō i te tūmanako ka hoe tahi tāua a muri ake nei. Tēnā rā tātou katoa.

PURPOSE OF THIS DEED

This deed:

- sets out an account of those acts and omissions of the Crown before 21 September 1992 that affected Te Aupōuri and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Te Aupōuri;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to Te Rūnanga Nui trustees, who have been approved by Te Aupōuri to receive the redress;
- specifies the redress to be provided in settlement to Te Rūnanga Nui trustees, together with other Te Hiku o Te Ika iwi post-settlement governance entities, with regard to Te Oneroa-a-Tōhē, the Department of Conservation, and relationships with government;
- includes definitions of:
  - the historical claims; and
  - Te Aupōuri;
- 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

TE AUPŌURI

and

THE CROWN

PEPEHA

Ko Te Kao tōku kāinga	Te Kao is my home
Tōku here tangata	My place of birth
Ko Tawhitirahi tōku maunga	Tawhitirahi is my mountain
Te iringa kōrero o ngā mātua tūpuna	Upon whom is heaped the wisdom of my forebears
Ko Pārengarenga tōku moana	Pārengarenga is my sea
He puna roimata	A pool of tears
Mō rātou kua riro ki tua o Te Ārai	For those who have passed on
Ko Pōtahi tōku marae	Pōtahi is my marae
Tōku tūrangawaewae	My stronghold
Ko Waimirirangi tōku wharehui	Waimirirangi is my meeting house
Te kaitiaki, te kaimanaaki i te tini, i te mano	Who looks after and cares for the many
Ko Te Toko o Te Arawa, ko Tūtūmaiao ōku wāhi tapu	Te Toko o Te Arawa and Tūtūmaiao are my burial grounds
E takoto nei ōku kāwai tangata	Where my heritage rests
Ko Te Awapoka tōku awa	Te Awapoka is my river
Te huarahi o ngā roimata ki te puna	The path of my tears
Ko Te Aupōuri tōku iwi	Te Aupōuri is my tribe
Tōku mana, tōku tapu, tōku ihi	My dignity, my sacredness, my strength

1 TE AUPŌURI

Te Aupōuri are one of the five iwi of Muriwhenua, also known as Te Hiku o te Ika a Māui, the Far North of Aotearoa. The people of Te Aupōuri share a number of well known ancestors with wider Muriwhenua including:

- Kupe of the *Mata-whao-rua* canoe and Te Ngaki of the *Tāwhiri-rangi* canoe;
- Nukutawhiti of the *Ngā-toki-mata-whao-rua* canoe;
- Ruanui-a-Tāne of the *Māmari* canoe and his wife Manawa-a-rangi;
- Whakatau of the *Mahuhu-ki-te-rangi* canoe;
- Pō-hurihanga of the *Kurahaupō* canoe and his wife Maieke;
- Tū-moana of the *Tinana* canoe and his wives Pare-waha-ariki and Kahukura-ariki;
- Te Parata of the *Māmaru* canoe and his wife Kahu-tia-nui;
- Tōhē and Te Kura-a-rangi;
- Tū-mata-hina and Tangi-rere;
- Rāhiri, Āhua-iti and Whakaruru;
- Ue-oneone and Rei-tū;
- Kai-rewa and Wai-miri-rangi;
- Toa-kai, Tū-kotia and Tara-whati;
- Hāiti-tai-marangai and Puna;
- Tū-whakatere, Tū-te-rangi-a-tohia and Tū-poia; and
- Moko-hōrea and Uru-te-kawa.

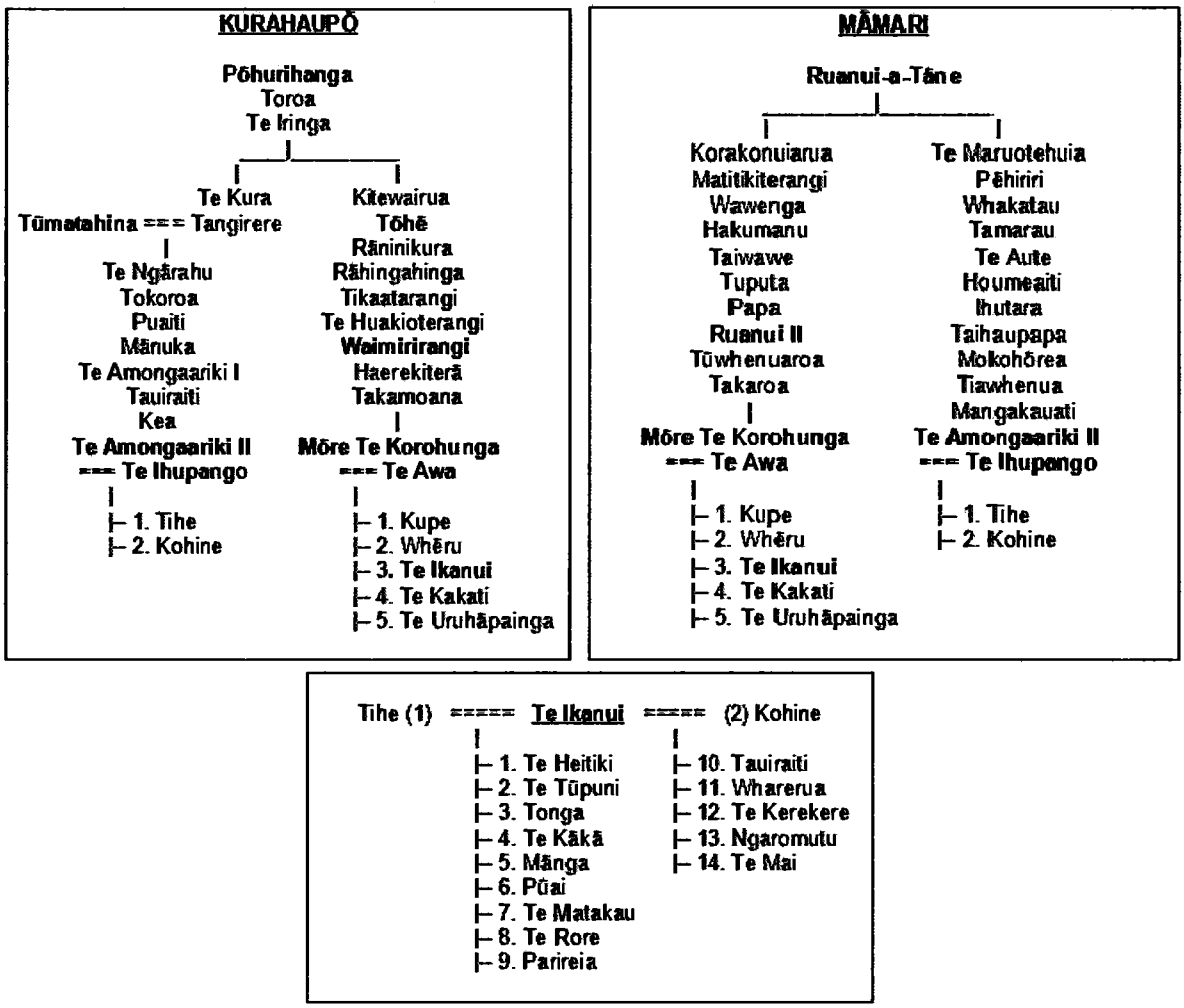
From these ancestors descend two families from which Te Aupōuri as an independent iwi trace their descent:

- Firstly, the family of Mōre Te Korohunga and Te Awa. The name 'Te Aupōuri' came about from an event in the time of Mōre Te Korohunga and Te Awa's children - Kupe, Whēru, Te Ikanui, Te Kakati and Te Uruhāpainga, and

- Secondly, the family of Te Ihupango and Te Amongaariki II, who had two daughters - Tihe and Kohine. Te Amongaariki II is especially important to Te Aupōuri being the principal ancestress of the Te Kao lands and the southern Pārengarenga Harbour.

Te Ikanui (Mōre Te Korohunga and Te Awa's son), married Tihe and Kohine (Te Ihupango and Te Amongaariki II's daughters). These are the ancestors of the Te Aupōuri people of Te Kao - "**Ngā Uri O Te Ikanui**".

1: TE AUPŌURI



The iwi of Te Aupōuri have their primary turangawaewae at Te Kao at the southern end of the Pārengarenga Harbour, with Te Oneroa-a-Tōhē (Ninety Mile Beach) to the west and Tokerau (Great Exhibition Bay) to the east. Te Aupōuri describe the core area in which they have customary rights and associations, of varying types and nature, as running from Ngāpae in the south-west, east to Ngātū and Waipapakauri Stream, north to the mouth of the Rangaunu Harbour, to Motu-puruhi and Te Rākau-tū-hakahaka (Simmonds Islands) and north to Muri-motu (North Cape), west to Te Rerenga Wairua (Cape Rēinga), encompassing Oromaki, Manawa-tāwhi, Moe-kawa and Ohau (Three Kings Islands), south to Motu-o-Pao (Cape Maria van Diemen), to Kahokawa (Scotts Point), Matapia, Waka-te-hāua (The Bluff), Hukatere and back to Ngāpae. Te Aupōuri also maintain historical associations to Rangitāhua (Raoul Island in the Kermadec Islands) and south to Waimimiha.

Other iwi of Te Hiku o Te Ika also claim customary interests in this area.

2 BACKGROUND

Filing of Claims

2.1 The Wai 45 Muriwhenua claim began with a letter of 7 June 1985 from the Hon Matiu Rata for Te Hapua 42 Incorporation and the people of Ngāti Kuri and Te Aupōuri. The named claimant for Te Aupōuri was Wiki Karena.

Fisheries Claim Hearings

2.2 Hearings regarding the fisheries aspect of the claim took place between 1986 and 1988 with the first hearing opening on 8 December 1986 at Te Reo Mihi Marae in Te Hapua. The hearings concluded a year and a half later with final submissions being given in April 1988 in Wellington. The Te Aupōuri witnesses who gave evidence at the hearings included Paihere Brown, Pereniki Conrad and Wiki Karena.

Muriwhenua Fisheries Report

2.3 The Muriwhenua Fisheries Report was released in 1988. The claims of the Te Hiku iwi in relation to fisheries were held to be well founded and the Tribunal made a range of specific findings regarding the Crown's breaches of the Treaty.

Fisheries Settlement

2.4 In 1987 Te Aupōuri, the other Muriwhenua iwi, Ngāi Tahu, Waikato Tainui and the New Zealand Maori Council applied for a declaration from the High Court that the Quota Management System (QMS) (to manage and conserve Aotearoa's commercial fisheries) was contrary to both the Treaty and the law. In October 1987 a court injunction was made preventing the inclusion of new species in the QMS. The Crown and Māori subsequently negotiated commercial fishing rights and interests leading to a Memorandum of Understanding on 27 August 1992 that was later ratified by Māori. All parties agreed a deed of settlement in September 1992 and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 was passed later that year to give effect to the settlement.

Land Claims Hearings 1990-1994

2.5 The land claims hearings before the Waitangi Tribunal took place over 15 weeks commencing at Potahi Marae in Te Kao on 6 August 1990 and concluding in Auckland on 29 June 1994. The first stage of the hearings consisted of three weeks of scoping hearings including the first week of hearings held at Te Kao. Te Aupōuri participated jointly with the other Te Hiku iwi under the banner of Te Rūnanga o Muriwhenua throughout the process. These hearings only addressed the issues up to 1865. The Te Aupōuri witnesses who gave evidence during the hearings included George Witana and Winiata Brown.

Muriwhenua Report 1997

2.6 The Waitangi Tribunal released its report on 26 March 1997. The Tribunal found that on the basis of the evidence presented the Muriwhenua claims, including those made by Te Aupōuri, were well founded and considered that the claimants were entitled *"to a very large compensation to enable their re-establishment in the future"* (para 11.4.6). At that time the Tribunal found that it "*...does not consider the proof of further wrongs after 1865 could add anything to the relief that might now be given.*" (para

11.4.6). The Tribunal also found that *"early relief is as necessary as it is appropriate"* (para 11.4.2). Although the Tribunal never inquired into the events after 1865, a member of the Tribunal (Dame Evelyn Stokes) reviewed the evidence on the post-1865 claims. Her report (*The Muriwhenua Land Claims Post 1865, Wai 45 and others*) identified a wide range of additional issues and was intended to assist claimants and the Crown to negotiate a settlement of their outstanding claims.

NEGOTIATIONS

Te Aupōuri Mandated Negotiators

2.7 Following the release of the Muriwhenua Land Report in 1997, the five iwi broke away from Te Rūnanga o Muriwhenua. Te Aupōuri were the last to leave Te Rūnanga and the first of the five Muriwhenua iwi to complete a mandating process with a view to commencing negotiations with the Crown for the settlement of the Te Aupōuri claims. After a number of hui, in November 2000, Matiu Wiki, George Witana, Waitai Petera, Winiata Brown and John Walters were given a mandate to act as negotiators on behalf of Te Aupōuri ("the negotiators"). That mandate was accepted by the Crown on 6 December 2000.

Commencement of Negotiations

2.8 Negotiations between Te Aupōuri and the Crown commenced in March 2001. Without prejudice negotiations continued for 16 months until Te Aupōuri rejected a Crown settlement offer in May 2002 and sought a remedies hearing in the Waitangi Tribunal. At that time the Muriwhenua Tribunal was unable to form a quorum and the other Muriwhenua iwi were for various reasons opposed to a remedies hearing. The Tribunal did not make a decision and negotiations eventually restarted in 2004. An Agreement in Principle was signed by the Crown and Te Aupōuri in September 2004. Matiu Wiki passed away in July 2005 and a new negotiator, Ata Kapa, was appointed as the next highest polling candidate from the 2000 mandate hui.

2.9 The parties then commenced negotiations towards a draft Deed of Settlement. In July 2006 the Crown made a cultural redress offer to Te Aupōuri but this offer was rejected as it did not adequately meet the iwi's interests. By 13 November 2006 it had become apparent that serious differences existed between the Crown and Te Aupōuri which suggested that no negotiated settlement would be possible within the Crown's Treaty settlement policy framework. In November 2006 Te Aupōuri negotiators conditionally withdrew from negotiations while they sought direction from Te Aupōuri people whether to pursue remedies through the Waitangi Tribunal or remain in negotiation with the Crown. A hui-ā-iwi to consider whether to resume the remedies application was convened on 17 January 2007 but, following indications from the Crown that it would offer additional redress, the decision was deferred to enable the Crown to finalise a revised offer. The Crown presented revised offers on 28 March and 5 April 2007 which included a proposal to provide Te Aupōuri with a practical and meaningful role in the management of Te Oneroa-a-Tōhē and that acknowledged the mana of Te Aupōuri over this important area. Based on these new proposals made by the Crown the Te Aupōuri people elected to stay in negotiations at a second hui-ā-iwi in Te Kao on 19 May 2007.

Deed of Accountability and Appointment of New Negotiators

2.10 Following the resignation of John Walters on 9 August 2005 and the passing of George Witana in October 2007, Te Aupōuri decided to develop a process to enable new negotiators to be appointed and set rules for the negotiators. On 26 April 2008

Te Aupōuri ratified the Te Aupōuri Deed of Accountability which recorded the terms on which the mandate of the current and future negotiators was to be exercised and established a procedure for the appointment and removal of negotiators. The Deed was executed on 9 May 2008 by the remaining mandated negotiators Winiata Brown, Waitai Petera and Ata Kapa. Following this an election process took place to fill the two vacant negotiator positions and on 12 July 2008 two new negotiators were elected - Hugh Karena and Michele Wi.

Commercial Redress Offer

2.11 On 8 May 2008 the Crown made a revised offer to settle the commercial redress aspects of the Te Aupōuri settlement package by offering 42% of the Aupouri Forest, Cape View Station and half of Te Paki Station for sale to Te Aupōuri at the values current at 30 March 2007; paying interest on the $12 million quantum from 30 March 2007 and gifting portions of Cape View Station and Te Paki Station as cultural redress.

Creation of Te Hiku Forum

2.12 In order to resolve overlapping claims issues over Aupouri Forest and Te Oneroa-a-Tōhē Te Hui Topu o Te Hiku O Te Ika Forum was established in June 2008. All five Te Hiku iwi were involved. At the first formal meeting between the Forum and the Crown in August 2008 a number of principles were agreed including that all iwi would be better off by the end of the process. Pat Snedden was appointed Crown Chief Negotiator for the Te Hiku region in August 2008 and negotiations commenced between the Crown and the five iwi collectively. Over time the scope of the collective negotiations between the Forum and the Crown widened to include settlement quantum and the return of the lands and properties held by the Crown in the Te Hiku area of interest. However, each iwi also continued to have their own separate negotiations in relation to their cultural redress.

Cultural Redress Offer

2.13 On 5 December 2009, the Crown made a further offer of cultural redress in addition to the redress outlined in the 2007 Crown Offer. That offer was received by Te Aupōuri but not formally accepted.

Te Hiku Agreement in Principle

2.14 On 16 January 2010, following intense negotiations between the Crown and the Forum the five iwi signed an Agreement in Principle with the Crown that recorded that the Te Hiku iwi and the Crown were, in principle, willing to enter into a deed of settlement on the basis of the Crown's proposals recorded in the Agreement in Principle.

Creation of Te Aupōuri Single Iwi Authority - Te Rūnanga Nui o Te Aupōuri Trust

2.15 In 2004 Te Aupōuri began working towards the development of a single iwi authority to meet the needs of Te Aupōuri by incorporating all of Te Aupōuri's commercial and cultural interests and allowing Te Aupōuri to speak with one voice as well as acting as the post-settlement governance entity for Te Aupōuri. This work was commenced by Te Hononga but following the establishment of Te Aupōuri Fisheries Trust as the mandated iwi organisation under the Māori Fisheries Act 2004, this work was taken over by the Te Aupōuri negotiators. Over the years four series of consultation hui

took place around New Zealand to seek the views of the Te Aupōuri people regarding the structure they wanted for their iwi and to enable a proposal to be developed.

2.16 In June and July 2010 a series of information hui to release the proposed structure were held in New Zealand and Australia followed by a hui at Potahi Marae on 24 July 2010 to confirm the key elements of the proposal to go to a postal ballot. The feedback received during the information hui, the resolutions made at the hui to confirm key components and feedback received from Te Ohu Kaimoana and the Office of Treaty Settlements were then incorporated into a final proposal. The final proposal was endorsed by the Crown on 9 November 2010 and by a majority of 97% the members of Te Aupōuri approved the governance entity through a postal ballot in November to December 2010. Elections for the seven elected Trustees to serve alongside three transition trustees representing the existing Te Aupōuri entities took place in February to March 2011.

2.17 The initial trustees of Te Rūnanga Nui o Te Aupōuri Trust were the three transition trustees: Andrew Ihaka (representing Te Aupōuri Fisheries Trust), Hugh Karena (representing the Te Aupōuri Negotiators) and Sue Ellis (representing the Aupouri Maori Trust Board) and the seven elected trustees: Tui Kapa, Peter-Lucas Jones, Ebony Duff, Maahia Nathan, Louise Mischewski, Raymond Subritzky and Waitai Petera. The inaugural meeting of the Trustees of the Te Rūnanga Nui o Te Aupōuri Trust took place on the date that the election results were announced - 12 March 2011.

2.18 All of the initial trustees remain in office (with the exception of Andrew Ihaka who resigned as transition trustee on 26 April 2011 and Sue Ellis who resigned as transition trustee on 8 August 2011).

Negotiations to Deed of Settlement

2.19 From the beginning of February 2010 to October 2011 Te Aupōuri negotiated intensively with the Crown on the details to be included in the deed of settlement. Te Aupōuri negotiators took a leading role in the development of multi-iwi redress and the settlement of the wider Te Hiku claims.

RATIFICATION AND APPROVALS

2.20 Te Rūnanga Nui trustees and the Crown, by a letter counter-signed on 3 November 2011, agreed that this deed was suitable for presentation to Te Aupōuri.

2.21 Te Aupōuri confirm that:

2.21.1 they have conducted a ratification process for this deed between 9 November 2011and 15 December, consisting of:

(a) five hui; and

(b) a postal ballot of eligible members of Te Aupōuri; and

2.21.2 approval has been given by way of Special Resolution , made in accordance with the fourth schedule to Te Rūnanga Nui o Te Aupōuri Trust deed to Te Rūnanga Nui trustees signing this deed on behalf of Te Aupōuri.

2.22 Te Aupōuri have, by a majority of 95.6%, ratified this deed and approved its signing on their behalf by Te Rūnanga Nui trustees.

2.23 Each majority referred to in clauses 2.16 and 2.22 is of valid votes cast in a ballot by eligible members of Te Aupōuri.

2.24 The Crown is satisfied:

2.24.1 with the ratification and approvals of Te Aupōuri referred to in clauses 2.16, 2.21, and 2.22;

2.24.2 with the approvals given by the Special Resolution referred to in clause 2.21.2; and

2.24.3 Te Rūnanga Nui trustees are appropriate to receive the redress.

AGREEMENT

2.25 Therefore, the parties:

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

2.25.2 agree and acknowledge as provided in this deed.

Te Tangi a Meri Ngāroto mō tana iwi o Te Aupōuri
The Lament of Meri Ngāroto for her people of Te Aupōuri

Tērā te uira wheriko i te rangi	*Behold the lightning flashing in the sky*
He tohu aituā nō aku mātua e	*An ominous sign of my forbears*
Ka ngaro rā ngā iwi whakakiwa	*Wise and gifted people of old*
Ka ngaro rā ngā pūkōrero e	*Renowned orators and keepers of knowledge*
Ka ngaro rā ko te tini o te hoa	*My many loved ones have passed away*
Aku manu noho uru	*Like a chorus of birds perched on the tree tops*
Tiu ana i te tōnga e	*They sung together as the sun went down*
Ka mōkai whenua, ka mōkai tangata	*Now I long for my land and I long for my people*
Ka noho mokemoke te hunga ora nā e	*The living are left bereft*
Waiho i muri nei rā hei mihinga māku	*The people gone, I turn and acknowledge*
Ko Whangatauatia, ko te puke whakahī	*The majestic hill of Whangatauatia*
Tahuri ō mata [ki] te tai o Whārō	*Cast your eyes towards the sea at Whārō*
He tai mihi tangata, e ngunguru mai nei	*Where the murmur of the tide mourns the people*
E tuku ki raro rā Waitukupāhau	*Proceeding northward to Waitukupāhau*
Ko Te One i haea e Pōroa e	*Along 'The Beach Divided by Pōroa'*
Ko Whērū tēnā, ko Te Ikanui	*I remember the brothers Whērū and Te Ikanui*
Ngā toa ēnei o Te Aupōuri	*The brave warriors of Te Aupōuri*
Ngā iwi o te riri i mau ai te rongo	*A fighting people who managed to make peace*
Ka ngaro koutou i te ao tū roa e	*You have all departed this earthly world*
Mārō tonu atu rā te ara ki Waihī	*Along the spirit path north to Waihī*
Ngā taumata noho i raro o Haumu e	*To the resting places below the hill at Haumu*
Tū mai e titiro rā ki te wā kāinga	*Where you turn back for one last look towards your home*
Tangi mai ki te iwi, ka hotu te manawa e	*You weep for your family with a heavy heart*
Ruku atu koe rā te au o Te Rēinga	*You dive into the swirling pool at Te Rēinga*
Ka whiti atu koe i te mate ki te ora	*And cross over from mortality to eternal life.*

3 HISTORICAL ACCOUNT

INTRODUCTION

3.1 This historical account describes the relationship between the Crown and Te Aupōuri since 1840 and identifies significant Crown actions and omissions that have caused grievance to Te Aupōuri over the generations. It provides the context for the Crown's acknowledgement of its historical Treaty breaches against Te Aupōuri and for the Crown's apology to Te Aupōuri.

3.2 Te Aupōuri are one of the five iwi of Te Hiku o Te Ika. Their primary tūrangawaewae is Te Kao, a small rural settlement at the southern end of Pārengarenga Harbour, and their principal marae is Pōtahi. Their rohe extends from Te Oneroa-a-Tōhē (Ninety Mile Beach) on the west coast to Tokerau (Great Exhibition Bay) on the east coast, from Ngāpae (Waipapakauri Ramp) in the south to Te Rerenga Wairua (Cape Reinga) in the north, encompassing the surrounding offshore islands. Te Aupōuri trace their descent from the ancestor Te Ikanui and his two wives – Tihe and Kohine – the daughters of the ancestress Te Amongaariki.

SITUATION LEADING UP TO TE TIRITI O WAITANGI/THE TREATY OF WAITANGI

3.3 Te Aupōuri are a coastal people and daily life in the fifty years leading up to the signing of Te Tiriti o Waitangi/the Treaty of Waitangi was largely regulated by the environment and the availability of food resources and water. Regular movements throughout the peninsula followed seasonal cycles of gardening, fishing and other food gathering activities. Warfare and later trade were also major factors which influenced whānau, hapū and iwi movements.

3.4 In 1793 Philip King, the Governor of Norfolk Island, visited North Cape aboard 'The Britannia.' Here he entrusted Tukitahua and Ngāhuruhuru, two young Māori men who had been kidnapped from the Cavalli Islands and taken to Norfolk Island, into the care of Te Kākā of Te Aupōuri. Te Kākā promised to ensure that they were returned safely to their homes and he and King exchanged gifts. King also introduced European livestock and crops.

3.5 Te Aupōuri also had contact with passing European vessels which called at North Cape and often traded with them. Te Aupōuri supplied goods such as vegetables from their extensive gardens, flax, pigs, fish, woven mats, fishing gear and war implements in exchange for European goods. Reverend Samuel Marsden visited North Cape aboard 'The Active' on more than one occasion and recorded trading with Te Arapiro and Te Ihupango, Te Kākā's son and nephew, in 1814.

3.6 During this period there was an influx of new technology including muskets. Numerous inter-tribal conflicts took place in which Te Aupōuri fought both against and alongside neighbouring iwi. Around 1830 there was a major inter-tribal conflict which left the Aupouri Peninsula largely deserted. Historic acts of peacemaking and diplomacy followed. Te Aupōuri accepted an invitation from Pōroa of Te Rarawa to stay with him at Whārō (Ahipara). There, a number of peace marriages took place between Te Aupōuri and Te Rarawa. The most well-known of these was that of Meri Ngāroto, a chieftainess of Te Aupōuri, and Pūhipi Te Ripi, a chief of Te Rarawa. When Pōroa died in the mid 1830s Te Aupōuri began to return north to their homes on the peninsula.

3.7 The first Anglican Mission in Kaitāia was established there in 1834 and became a key point of contact between Europeans and the iwi of Te Hiku o Te Ika. Christianity spread throughout the region and close relationships developed between many Māori and missionaries. The missionaries introduced Māori to European education and new technologies. These developments significantly affected the way of life of Te Aupōuri. Throughout this time Māori in Te Hiku o Te Ika suffered high mortality from outbreaks of introduced contagious diseases.

3.8 Te Māhia of Te Aupōuri and Te Morenga of Te Rarawa signed the Declaration of Independence (He Whakaputanga) together on 12 July 1837. On 28 April 1840 Paraone Ngāruhe and Te Wiki Taitimu signed Te Tiriti o Waitangi/the Treaty of Waitangi on behalf of Te Aupōuri at Te Ahu in Kaitāia.

CROWN INVESTIGATION OF PRE-TREATY LAND TRANSACTIONS

3.9 On 14 and 30 January 1840 a Crown proclamation declared that future land transactions between Māori and British subjects would not be recognised by the Crown. The Crown also declared that it would inquire into all existing land transactions between Māori and Pākehā settlers. At Waitangi, Governor Hobson promised that any lands found to be unjustly held would be returned to Māori. The Crown set up the Land Claims Commission to investigate the validity of pre-treaty land transactions and to assess whether the transactions were equitable.

3.10 On 20 January 1840 the missionary Richard Taylor entered into an agreement for an area of approximately 65,000 acres of land north of a line stretching between Matapia Island and the entrance to Pārengarenga Harbour. The deed was signed in Kaitāia before Taylor had visited the area. Taylor said he intended to hold the lands in trust, for those he described as "Te Aupōuri", and to retain a smaller area to cover his investment. When Taylor visited the block for the first time in 1841, he found that Te Aupōuri at Pārengarenga, under the leadership of Te Hira Riumākutu, objected to the land being dealt with without their permission.

3.11 The Waikuku area, on the east coast to the north of Pārengarenga Harbour, did not lie within the boundaries as they were described in Taylor's deed although Taylor's own sketch showed it to be included in the transaction. On his return to Kaitāia, Taylor entered into an arrangement for Wiki Taitimu, Hatarana Whakaruru, Paraone Te Huhu and Mehaka Hiko of Te Aupōuri to establish a Christian settlement at Waikuku. Afterwards a further deed was signed stating that Taylor was to have Waikuku, and those who did not acknowledge the deed would not be permitted in reside on the land.

3.12 Commissioner Godfrey investigated the Taylor transaction in 1843. Takimoana Kāingarua of Te Aupōuri objected to Taylor's claim but later withdrew his objection after being assured that the Waikuku area was not included in the transaction. In October 1844 the Crown issued Taylor a grant for an undefined area of 1,704 acres of land. The grant provided for the exclusion of any Te Aupōuri cultivations and dwellings, and specifically excluded the Waikuku area from the award.

3.13 The Crown considered that it could have claimed the remaining area of the Muriwhenua block which was not awarded to Taylor (the "surplus"). The rationale for such claims was that where the land involved in a transaction was greater than the area the Crown granted to a settler, the Crown could retain the balance of land as surplus land on the basis that the original transaction extinguished customary title. However, Te Aupōuri continued to occupy the block. The legal status of the surplus area was not resolved until 1870, when Te Aupōuri applied for a Native Land Court title investigation. At this time the Crown acknowledged that Taylor had acquired the

land for the purposes of protecting Te Aupōuri land for their use and occupation and abandoned its claim to the surplus.

3.14 The only other pre-Treaty transaction in the Te Aupōuri area of interest concerned 1,200 acres at Kaimaumau which Thomas Glanville acquired from Panakareao and seven others in 1839. The transfer deed noted a reserve for a mission and landing place. Another settler subsequently acquired the land from Glanville, and received a Crown Grant for 225 acres in 1844. However, the grant was not surveyed, and the Crown subsequently acquired the area for a township at Kaimaumau. The rest of the original block was included within the boundaries of the Crown's 1858 Wharemaru purchase.

FORCED CESSION

3.15 The Crown Land Commissioner later investigated a claim from George Stephenson. His claim arose from an incident in 1842 when his schooner ran aground at Ahipara. Local Māori claimed what they could from the wreck and later informed the Crown they regarded the wreck as a gift from the sea god Tangaroa. Stephenson sought compensation for his losses. The Chief Protector of Aborigines suggested that local Māori offer land in compensation, but they initially refused. As a result of continued official insistence that land should be made available, Nopera Panakareao and Makoare Te Kakati signed a deed in 1844 transferring a 2,482 acre strip of coastal land south of Houhora Harbour on the opposite coast from the location of the ship's grounding. This land was an area where Te Aupōuri and others had customary interests.

3.16 Stephenson did not take up occupation, but the claim arose again in the late 1850s when the Crown was purchasing adjoining land. The matter was inquired into by Commissioner Bell who, in 1861, awarded Stephenson 1,000 acres. The Crown retained the remaining 1,482 acres as "surplus" land.

3.17 Neither the private individuals involved nor the Crown took up occupation of the land within the Taylor, Stephenson and Kaimaumau transactions and it took decades to settle legal ownership of the areas. All three transactions were subject to Crown purchasing in 1858 some 20 years after the original transactions.

1858 CROWN PURCHASES: MURIWHENUA SOUTH AND WHAREMARU

3.18 In 1858 the Crown acquired 100,441 acres in the southern half of the Te Aupōuri rohe. The Muriwhenua South and Wharemaru purchases were by far the largest Crown purchases in the Muriwhenua district (an area extending northwards from Whangape harbour in the west and Whangaroa in the east to the tip of the North Island), and together represent approximately 36 percent of the total land purchased by the Crown there. Land Purchase Commissioner Kemp negotiated the purchase for the Crown with assistance from Resident Magistrate White.

3.19 For Te Aupōuri the impetus to offer the land to the Crown arose out of a dispute between two of their leaders following a whaling accident off North Cape around 1857. As a result, the leader of one crew, Wiremu Te Māhia, sought revenge on Paraone Ngāruhe, the leader of the other crew. While Paraone was on the northern side of the harbour, Wiremu went to Ahipara and Pukepoto to arrange to sell Muriwhenua South, including lands belonging to Paraone, to the Crown. He sought the support of Te Aupōuri and Te Rarawa people living at Pukepoto and Ahipara including his niece Meri Ngāroto, the wife of Te Rarawa chief, Pūhipi Te Ripi, who had influence with missionaries and the Crown. The long term effect of this internal dispute over the control of resources was the sale of a large block to the Crown.

3.20 The purchase also occurred at a time when the iwi of Te Hiku o Te Ika were at an economic standstill and experiencing health and welfare problems intensified by contact with European diseases. Local Māori had witnessed the economic development in the Bay of Islands and Mangonui following Pākehā settlement, and seen the potential for supplying produce and other goods and resources, along with labour. It is likely that the desire to benefit from proximity to settlers was an important motivation at this time.

3.21 In June 1857 Kemp reported that he and White had traversed the boundaries with Pūhipi Te Ripi and others. Although Kemp reported that he discussed the purchase

widely with 'interested persons', the Te Rarawa chiefs were described as the 'principal sellers', and a subsequent receipt recorded them as the 'principal chiefs of this sale'. The purchase deed, signed on 3 February 1858 listed 40 signatories, including that of Paraone Ngāruhe, a well known opponent of land sales. Although Paraone's name is recorded on the deed it was actually written on the deed by one of the sellers and there is doubt about the extent of his support for the sale. Paraone's opposition to land sales is recorded in the lament composed by Meri Ngaroto at his death:

'Nāu rā te kī nei puritia te whenua. E kore e puritia he whetū kamokamo'.

'It was you who said 'Hold on to that land. You cannot hold on to a shining star'.

Boundaries

3.22 It was not until a survey party, led by Resident Magistrate White, arrived at Te Kao that Paraone Ngāruhe learned of the full extent of the area purported to be included in the sale. He removed a survey marker placed by White and led the party south to the Wairahi Stream crossing. Paraone declared this to be the northern boundary of the purchase. He thus prevented the inclusion of Te Kao, the principal settlement of Te Aupōuri, in the Crown purchase.

3.23 There were other problems with the survey of the northern boundary line. In 1857 the survey plan incorrectly located the place named in the boundary description as Otūmoroki further north at Waikawakawa. Officials corrected the mistake in 1896, only to incorrectly mark the line from Otūmoroki to the eastern coast to a point at the Wairahi crossing, rather than straight to the Wairahi mouth as specified in the deed. As a result an additional 460 acres of land with a significant kauri gum resource were incorrectly taken into the block. Demand for kauri gum attracted a number of foreign gum-diggers to the peninsula. Many came from the Dalmatian coast and some married into the local community.

3.24 Te Aupōuri whānau were living and gardening at Wairahi in 1895 when the area was declared Crown land and Te Aupōuri were forced off the land. Te Aupōuri protested the changed survey line and for the next 40 years they lost the use of the land and royalties from the gum extracted from it. In 1933 the Native Land Court investigated these claims about both boundary issues and recommended reasonable compensation for loss of the area since 1896. In 1938, the Crown vested an area of 865 acres in trustees for Te Aupōuri as compensation.

3.25 Te Aupōuri traditions also record that the northwestern corner should have been at the mouth of the Waimahuru Stream, but that White placed the boundary marker at Te Ārai where the ground was solid because he did not want it left in the sand at Waimahuru.

Lack of Reserves

3.26 By 1865 the Crown had acquired most of the land between Te Kao and Rangaunu Harbour, excluding the Houhora Peninsula, thus alienating Te Aupōuri from almost all their land south of Te Kao. The only reserve explicitly excluded was a 100 acre 'native reserve' for Te Aupōuri chief Paraone Ngāruhe, which was soon alienated. The Crown did not set aside any reserves in the Wharemaru block. At this time there were no legislative mechanisms to ensure that Māori retained sufficient land from sales, or to protect the single reserve from sale.

Price/Area

3.27 The Crown, as monopoly purchaser, operated a deliberate policy at this time to acquire large areas of Māori land at a low price for on-sale to settlers at a higher price to fund the development of the colony. At this time, negotiations with Māori generally emphasised that as well as the purchase price, they would receive further economic benefits from the sale of land such as new markets for Māori goods and services, access to new technology, social benefits and the cash economy.

3.28 Kemp initially reported in June 1857 that he was negotiating for two areas of land roughly estimated to include 25,000 acres (the Muriwhenua South block) and 3,000 acres (Wharemaru block). He soon admitted to the Native Secretary, Donald McLean, that he had deliberately underestimated the acreage, which was more likely to be near 40,000 acres (still less than half the actual area). Following survey in 1857 Kemp knew that the Muriwhenua South block was 86,885 acres.

3.29 The price Kemp agreed with Māori for Muriwhenua South block was £1,100. From the evidence it is unknown whether this amount was agreed before or after the actual size of the block was known. There was no survey plan attached to the deed of purchase. After survey, the price equated to three pence per acre. The Crown was aware that it acquired the Muriwhenua South block for a very low price. For example, one year later the Crown purchased the Ahipara block for eighteen pence per acre.

3.30 Te Aupōuri later questioned the low price paid for the Muriwhenua South block and the way the Crown carried out price negotiations. It was one of numerous grievances in a 1943 petition to the Crown by Mutu Kapa and Hone Wi Kaipo. At that time Te Aupōuri elders agreed to delay pursuing the petition until the end of the war. In 1946 the Te Aupōuri petition was referred to the Royal Commission on Surplus Lands, and Te Aupōuri made further submissions. The matters raised by Te Aupōuri were, however, outside the scope of the Royal Commission and none were investigated.

3.31 Te Aupōuri petitioned the Crown again in 1949, listing a number of grievances including the sale of Muriwhenua South. After receiving reports on the Crown purchase from the Surveyor General, the Māori Affairs Committee decided not to make any recommendations or investigate the petition further.

3.32 The basis of their twentieth century petitions was korero handed down by Te Aupōuri elders that the payment received for the Muriwhenua South block was too low, and less than expected.

3.33 Very little economic development occurred within the Te Aupōuri region as a result of these transactions. This meant no access to new markets for their goods, and no employment opportunities on the land sold, or on road works. Te Aupōuri communities remained isolated, with limited road access, and few local markets for Māori goods and services.

OPERATION AND IMPACT OF THE NATIVE LAND COURT AND PRIVATE SALES – NINETEENTH CENTURY

3.34 A desire to speed up the alienation of Māori land for settlement and the growing opposition to the Crown monopoly on land purchase led to the introduction of a new system of dealing with Māori land in the 1860s. The Native Land Court was established under the Native Land Acts of 1862 and 1865 to determine the owners of Māori land 'according to Native custom' and to convert customary title into title derived from the Crown. The new land laws required those rights to be defined and fixed, and

did not necessarily accommodate all those with an interest in the land. The Native Land Acts also set aside the Crown's pre-emptive right of land purchase, to give individual Māori named as owners by the court the same rights as Pākehā to lease and sell their lands to private parties as well as the Crown. Control over land use and occupation under Māori customary tenure was based on communal rights, but the Crown initiated title system sought to create individual rights to land.

3.35 The Crown did not consult with Te Aupōuri about the native land legislation prior to its enactment. Te Aupōuri had no alternative but to use the court if they wished to secure legal title to their land. A freehold title from the court was necessary if Māori wanted to sell or lease land, or use it as security to enable development of land. This often left Māori with few options other than selling some of their interests in order to secure and protect a big enough area on which to live, cultivate, farm and sustain their families.

3.36 Under the Native Lands Act 1865 title to land was awarded to ten or fewer owners. Although there may have been an expectation that grantees act as trustees for the wider community there was nothing in the Act to compel them to do so. Grantees could sell their interests without reference to the other grantees or the wider community. The Native Lands Act 1867 amended the ten-owner rule to safeguard the interests of all rights-holders but this provision was largely ignored in Te Hiku o Te Ika. The transition from traditional iwi and hapū representation and land ownership to a more British system of legal ownership created uncertainty and tension around the right of individuals to make land transactions without the consent of their wider whānau, hapū or iwi. There were also a number of deficiencies and problems associated with these titles which successive changes in the law aimed to remedy.

Rarawa Reserve and Houhora Block

3.37 The first two cases involving Te Aupōuri lands were brought before the Native Land Court because of existing sale or lease arrangements. They were the 'Rarawa reserve' and the Houhora block which adjoined the Muriwhenua South purchase. The 100-acre 'Rarawa reserve' was the sole reserve from more than 100,000 acres purchased by the Crown, and was set aside in the deed for Paraone Ngāruhe. In 1864 Resident Magistrate White reported that the Mangonui district rūnanga, which operated under the auspices of Governor Grey's district rūnanga scheme, had resolved to transfer Paraone's reserve to Captain Butler 'in liquidations of certain debts of the tribe'. White was subsequently appointed a Native Land Court Judge and presided over this case. In 1865 Paraone Ngāruhe told the court that Rarawa belonged solely to him, and listed himself with Mere Pūhipi (Meri Ngāroto) and two others as the owners of the 7,710-acre Houhora block. There were no objections in court, and Judge White awarded ownership of the blocks as requested. Thus ownership of the only remaining Māori land in the southern half of the Aupōuri Peninsula was awarded to four individuals.

3.38 The alienation of both blocks to private parties soon followed. The original transfer records cannot be located. The Rarawa block was transferred to repay debt. It is not known whether the Houhora transfer was also the result of existing debt. Te Aupōuri today question whether the owners of the land agreed to the transfers. According to Te Aupōuri oral evidence, members of Te Aupōuri continued to occupy and utilise lands within the Houhora block until the beginning of the twentieth century.

Northern Muriwhenua Blocks

3.39 Between 1871 and 1873 the Native Land Court awarded title to further blocks in the north of the Aupōuri Peninsula: Muriwhenua (56,268 acres), Whangakea (263 acres),

and Murimotu (2,491 acres). The blocks were awarded to between five or ten named individuals. The legal title allowed the named owners absolute alienation rights, without regard to the wishes or interests of the wider group they represented. Muriwhenua was sold to private purchasers within three years of the court award. Purchasing of the Murimotu block began in the 1870s.

3.40 The large Muriwhenua block (56,268 acres) was awarded to only seven owners as descendants of Te Kura in 1871 and sold to a local trader who had been occupying the land since the 1860s. The trader had been negotiating to purchase the block for some years, which was likely the reason the land was brought before the Native Land Court. When a dispute over the distribution of the purchase money threatened to halt the sale, White, as Resident Magistrate, became involved in settling the dispute and ensuring the conveyance was signed.

3.41 The Mōkaikai block (10,933 acres) went through the Native Land Court in 1875, two years after the ten-owner rule had been abolished by legislation. Because the application had been made before the Native Land Act 1873 was passed, the Native Land Court awarded title to ten grantees as descendants of Tauiraiti under the Native Land Act 1867. The 1867 Act required that the 'names of all persons interested' in the land be registered by the court. The names of six others were registered on the title. The land could not be sold until subdivided, except to the Crown, but could be leased for up to 21 years. Six of the grantees and the six individuals listed on the title applied for a subdivision in October 1878 and sold the land that year to a private purchaser.

3.42 Despite these sales, in many cases nothing changed on the ground for many years. Nevertheless the loss of these large blocks soon after the award of title meant that at law Te Aupōuri now retained only a few key areas – most notably Pārengarenga, Ohao and parts of Pakohu block.

3.43 Hone Wi Kaipo of Te Aupōuri later described the impact of land alienation on the lives of his people in the following whakatauki:

Kua hīpokina tātou e ngā tikanga hōu

Kua tū ngā hoka a ngā manene hei whakapōhēhē i a tātou,
Tēnei hunga whakarihariha e tītaritari nei i a tātou

Tirohia, tātaitia kia kitea ai e mākona rānei koutou

Ka pōuri ahau ki aku tikanga tawhito
He āhuru nā te tawhito

He tikanga hōu, e hōu tonu ana

Kāhore anō kia ākina e te wā

We have been overcome by foreign ways

The fences of these migrants have been erected to confuse us
They are intentionally trying to fragment our people

Consider whether you will even have enough to eat

I feel sad for our traditional customs

They are tried and true, comforting and familiar

These new ways are still unknown

They have not yet stood the test of time

3.44 Te Aupōuri whānau also retained interests in a number of smaller blocks including Takapaukura, Muriwhenuatika, Murimotu No. 2, Otū, Whangakea and Manawatāwhi/ Three Kings. Takapaukura, Muriwhenuatika and Murimotu were owned principally by Ngāti Waiora hapū, who are now spread amongst a number of iwi including Te Aupōuri. Otū, Whangakea and Manawatāwhi were owned by specific hapū and whānau who also have Te Aupōuri descendants.

3.45 Before 1873 there were no legal mechanisms to require the court or the Crown to consider whether land alienation left Māori, including Te Aupōuri whānau and hapū, with sufficient land and resources for their ongoing needs. Later provisions proved to be inadequate.

Murimotu Island

3.46 In 1873 the Crown decided to acquire Murimotu Island for lighthouse purposes and instructed Resident Magistrate White to purchase it. The island had been included in the Native Land Court's 1873 award of the 2,491-acre Murimotu block on North Cape to ten individuals. White obtained the agreement of seven of the ten owners of Murimotu block to sell their shares and then asked the Court to partition this portion out. The Native Land Court partitioned the block so that the interests purchased by the Crown became the 1,706-acre Murimotu 1 block, and included Murimotu Island. The three owners who refused to sell were awarded the remainder of the block, as Murimotu 2.

Motuopao Island

3.47 The Crown had also identified Motuopao Island in 1873 as a necessary site for a lighthouse and decided to acquire it. In 1874 the Crown purchase agent reported that it was part of the original Taylor transaction and as such 'legally vested in the Government.' In 1875 the Crown then notified the extinguishment of native title, declared the island reserved for a lighthouse and began building it in 1877, despite the Crown having notified the Native Land Court in 1870 that it would not claim the surplus lands from the Taylor transaction which included Motuopao Island.

3.48 Te Aupōuri and others protested the construction of the lighthouse numerous times between 1877 and 1919. They explained that Motuopao was an important urupa and wāhi tapu, which meant it had been excluded from the Muriwhenua block and Taylor's transaction. The Crown asserted ownership on the grounds that the island was part of Taylor's transaction but lay outside the boundaries of the Muriwhenua block over which it had abandoned its surplus claims. The Court accepted the Crown's view that the block was Crown land. It could not therefore act upon applications to have the customary owners of the island ascertained.

3.49 In 1917 the Crown agreed to make a payment of £150 to extinguish claims for Motuopao, £100 of which was paid in 1919 to the trustees of the Ngapuhi Patriotic Fund, and £50 to the petitioners. The payment was made as compensation, but failed to address Te Aupōuri's desire for recognition and protection of the island wāhi tapu, and was too late to prevent its desecration.

M I M

SOCIO-ECONOMIC CONDITIONS IN THE NINETEENTH CENTURY

3.50 Access to health services did not improve following the Crown purchases in the 1850s. Initially the Crown appointed a medical officer in 1859 based in Mangonui, and funded a short-lived hospital there. Costs and distance meant these services were not available for Te Aupōuri.

3.51 By the 1860s gum digging had become the principal economic activity on the peninsula. Typically gum traders in relatively isolated Māori communities were also the local storekeepers and were thus in the position of being able to buy gum for low prices, while selling food and goods at steep prices. In this way many Māori became indebted.

3.52 Camping on the gumfields was associated with high rates of death and disease, particularly for children. When families were camping on the gumfields the children could not attend school regularly either. The damp living conditions, restricted diets and inadequate accommodation made Te Aupōuri especially susceptible to contagious diseases, and outbreaks of serious epidemics were reported in the latter half of the nineteenth century. In 1880 it was reported that Māori at Pārengarenga were 'dying out very rapidly'. Throughout the 1880s Māori communities at Te Kao, Pārengarenga and Te Hāpua suffered from many diseases including typhoid fever and influenza outbreaks.

3.53 In 1881 Te Aupōuri took the initiative to open a school at Te Kao, which became a subsidised **N**ative school in 1882. Prior to this a church at Paua was utilised as a school for a short period. Many children attended intermittently only because of poor health and the school at Te Kao was frequently closed for extended periods in times of epidemics.

3.54 After the Native School opened in 1881 the school teacher became a de-facto health care worker in the absence of any kind of medical services. Repeated requests were made for medical supplies and medical advice, as the teachers were aware that they lacked the proper knowledge. At times of epidemics, the school was closed to prevent further spread of disease, and while it was closed in 1892 the teacher was fully occupied providing health care assistance. The school could not reopen until 1894.

3.55 Te Aupōuri were suffering severely from disease, with high rates of death, particularly among children. The Crown did not intervene. Only limited medical assistance was provided. At this time the Crown took no special steps to improve general living conditions or provide employment away from the gum-fields.

3.56 By 1897 most Te Aupōuri lands had passed out of Te Aupōuri control into the hands of a few individuals. At Pārengarenga 68,000 acres had been purchased by a gum-trader, who also secured about three-quarters of the remaining Māori land under an informal lease. Local Māori were unable to develop or use those lands themselves. Gum digging was the only economic activity for local Māori who needed permission to use land for gum digging, could only sell their gum to a single trader, and received payment in credit. In this way they became heavily indebted to the local trader. Over time, their dependence on kauri gum for cash to buy food, clothing, and other supplies caught many Te Aupōuri in a downward cycle of debt, poverty and deprivation.

ADMINISTRATION OF PĀRENGARENGA LANDS

Pārengarenga / Pakohu Survey Liens

3.57 Pārengarenga and Pakohu lands remained in traditional ownership until an application for title investigation was lodged in the mid 1890s by an individual. In 1896 the Court awarded title to both blocks totalling 59,621 acres in different subdivisions. Te Aupōuri, who had appeared before the Court at Mangonui to contest the claim, received the majority of shares. Before title could be finalised the blocks had to be surveyed. In 1899, after appeals and partitions, the total cost of the survey was £1,000, which was charged as a survey lien on the blocks. The original survey liens were transferred by the end of 1901 to a local gum trader and storekeeper. As holder of the survey liens, she effectively became the mortgagor of these lands.

3.58 Under the native land legislation the holder of an unpaid survey lien could instigate a sale in default of payment. This power ultimately paved the way for the loss of control over the remaining ancestral lands of Te Aupōuri within five years of title determination. This occurred even though Te Aupōuri had retained customary ownership over a significant portion of these lands and the court had recognized their interests.

3.59 In January 1902 one of the owners of the Pārengarenga block, Hapi Takimoana, expressed concern to the Native Minister and asked that the lands be vested in the Tokerau Māori Land Council to protect them from sale. The local Māori Council and Member of Parliament Hone Heke made similar suggestions. By September 1902, despite the owners' efforts to repay the survey debt, it was clear that the mortgagor intended to force a land sale.

3.60 The Māori Land Council made some preliminary inquiries. They were told that some of the owners had neither authorised the survey nor consented to the original transfer of the survey liens. There were also questions about the amounts said to be owed, which had increased from £1,000 in November 1900 to £1,143 a year later.

3.61 After investigations by officials, and discussions between the Native Minister and Hone Heke, the Crown decided in January of 1903 to pay off the lien and have the lands vested in the Tokerau Māori Land Council. The Under Secretary of Native Affairs considered this result to be 'highly satisfactory' as it would 'at once throw open 75,000 acres for settlement in a locality where I was afraid we would have nothing to show for some considerable time to come'.

3.62 The Māori Land Laws Amendment Act 1903 empowered the Crown, 'unless opposed by a majority of the Māori owners', to direct that blocks subject to survey lien mortgages be vested in Māori Land Councils. The amount owing would be paid by the Crown, and made a first charge on the income derived from the land. In 1904 the Crown vested all 59,621 acres of the Pārengarenga and Pakohu blocks in the Tokerau Māori Council under this provision. This empowered the council to lease, subdivide, manage, carry out improvements, and borrow money against the land. Four of the six members of this council were Māori, including three elected by the Māori landowners of Tai Tokerau Māori.

3.63 The Māori Land Councils were replaced in 1905 by district land boards. Under the 1905 legislation land owners could no longer elect board members. Māori membership of these boards was reduced to one appointed Māori representative only and from 1913 the boards no longer had any Māori representation as of right.

3.64 The Tokerau Māori Land Board as successor to the Tokerau Māori Land Council arranged to lease most of the 57,306 acres of the Pārengarenga and Pakohu lands to gum traders and graziers for ten years with a right of renewal. The income generated by the leases was used to repay the debt to the Crown and administrative costs.

Te Kao Papakāinga Block (Pārengarenga 5B3)

3.65 The terms of the Crown's plans to speedily recover the cost of repaying the debt were severe. They included taking control of a great deal of Te Aupōuri papakāinga and gumfield land, which reduced the land available for Te Aupōuri use to three small reserves totaling 84 acres near Pārengarenga and two others at Te Kao totaling 954¼ acres from the Pārengarenga 5B3 block. This block had been partitioned in 1901 by the Native Land Court and set aside as a papakāinga block. Te Aupōuri had understood that the whole of Pārengarenga 5B3 (2,725 acres) would be set aside for their use. Instead, the Māori Land Board reduced the Te Kāo papakāinga to one third of its original size and prevented Te Aupōuri from issuing gum licences for the remaining third, which left people with barely enough land to subsist on.

3.66 In 1906 the owners at Te Kao petitioned the Native Minister about the loss of their papakāinga and revenue from gum licences. Eparaima Kapa concluded the petition by stating:

'E hoa, kātahi anō ahau ka mōhio kua tino mate rawa atu te Tiriti o Waitangi'

'Only now do I know that the Treaty of Waitangi is dead'

The Chair of the Tokerau Māori Land Board did not support the petition and no action was taken. The Minister noted in his response to the petitioner that it was the duty of the board to lease the lands 'at the best rent obtainable' and stated that local Māori could put in a tender to lease the lands if they wished.

3.67 When the Royal Commission on Native Lands and Native-Land Tenure (the Stout-Ngata Commission) investigated Te Aupōuri landholdings in 1908 the local people asked that Pārengarenga 5B3 be set reserved for their use. Eparaima Kapa told the commission that the board's administration resulted in the loss of the only remaining sources of revenue for Te Aupōuri from gum-digging licenses and leases issued over their papakāinga lands. They also asked that the areas, which had not yet been leased, be returned to them. They wished to work part of the land 'on the incorporation system' (referring to the incorporation provisions of the Native Land Court Act 1894). Although the Commissioners supported the reservation of reservation of 5B3, they doubted the owners' capacity to develop a large area of poor quality land, and recommended that the unleased areas be leased to Māori by the land board 'so as to secure proper use of the land and the gum on it'.

3.68 Before the commission sat a local teacher had urged the Native Department to lease the unleased areas to Te Aupōuri because they had insufficient land to meet their needs, and the land they had was of very poor quality. But his main concern was the impact of gum-digging on Te Aupōuri. He claimed that they were 'bullied and coerced' by gum traders and shopkeepers 'and *no one* sees justice done to them'. One of the unleased blocks was eventually leased to local Māori but this did not lessen the economic dependence of the community on gum digging.

3.69 Moreover, a further round of leasing in 1909 triggered protests from Te Aupōuri that virtually none of their land was available for Te Aupōuri use and occupation. Te Aupōuri sought the return of these lands to their control but these requests were unsuccessful. Although the Māori Land Council/Board regime theoretically enabled Te Aupōuri to retain ownership of the last of their ancestral lands, they were excluded from the decision-making for those lands. The decisions made by the board were not based on the wishes and needs of the Te Aupōuri community.

3.70 Although the board had repaid all outstanding debts on the vested lands by 1910, through the rents received from the leased blocks, the lands remained under board control to protect the interests of the lessees. The board feared there was nothing to prevent the owners from granting informal leases to rival gum dealers and this would reduce the profit margins of the lessees. In effect the continuation of board control also ensured that the local gum dealers retained their monopoly.

TE KAO DAIRY SCHEME AND CONSOLIDATION

3.71 After the collapse of the market for kauri gum in 1924 Judge Acheson (the local Māori Land Court Judge and chairman of the Tokerau Māori Land Board) advised the Native Minister of the poverty, hunger and distress experienced by Māori on the Aupōuri peninsula and recommended that land board funds be used to assist Te Aupōuri to farm their own lands. He considered the board had a special responsibility to Te Aupōuri because of 'the misfortunes they have suffered through the leases arranged by the board in 1907'.

3.72 As a result a dairy scheme was established by the land board under Acheson's direction. It sought to create dairy units around the Te Kao Papakāinga. The Crown appointed local school master Mr Archibald Watt ('Te Wati') to manage the dairy scheme in its early years. Although lacking farm experience, he was an engineer by trade and highly respected among the Te Kao communities whose children he and his wife taught for many years.

3.73 The Crown implemented a land consolidation scheme at the same time. These schemes attempted to overcome difficulties caused by the fragmentation of Māori land titles by consolidating shares into whānau blocks which would form the basis of small dairy farms. In July 1926 Judge Acheson sought the Native Minister's approval to consolidate the interests of Te Kao residents around their papakāinga. The Native Land Court (presided over by Judge Acheson) consolidated owner interests in Te Kao in 1927. Each whānau in the scheme was allocated a farm based on their shareholdings and where they were already established. The amount of land involved was thought to be sufficient for a small dairy farm. Initially the scheme was financed by accumulated rentals held by the Tokerau Māori Land Board from leases of the Pārengarenga and Pakohu blocks. Additional court and survey fees, along with development costs, were charged against the individual whānau blocks.

3.74 By 1931 a land development scheme with 51 dairy unit farms was under the control of the Native Department, some £27,245 having been advanced by the land board up to this point. A collective cream service, community hall and general store were also funded as part of the scheme, to provide necessary infrastructure for the dairying community at Te Kao.

3.75 The legislation governing Māori land development schemes gave the board (and later the Board of Native Affairs) complete legal authority over development scheme lands. While Māori retained ownership of the land officials made all decisions regarding land occupation, subdivision, farming practices, and capital expenditure. They then

deducted a proportion of the cream cheque proceeds to repay monies advanced. The occupiers of the dairy farms had to seek official approval for any supplies. Owners who were not occupiers no longer had any ability to control the use of their land, and often did not receive any rent or other financial return for many years.

3.76 Land development and establishing dairy farms at Te Kao soon became very expensive. Poor soil conditions, lack of farming experience in the area, and the problems involved in transporting cream to the dairy factory in Awanui, meant unit farmers soon found their properties were loaded with debt and interest charges. By 1934 only seven of the 50 unit farmers were generating enough income to meet the interest charges.

3.77 Bureaucratic procedures, delays, inadequate supervision, and inappropriate decision making contributed to the high level of expenditure and debt. Although the Te Kao Dairy Scheme was coming under official criticism by the end of 1927, Ministers continued to authorise expenditure. Further expenditure was suspended in 1929 pending an investigation of the scheme which found the scheme was not a financial success. The Native Land Settlement Board took control of the scheme in 1933 and resolved that the only funds available for Te Kao development would be those derived from the scheme's own activities.

3.78 In 1938 the board agreed to write off the accumulated interest. Further rounds of expenditure were incurred, and loans were also provided to improve housing. In 1939 the Board of Native Affairs was deducting 60 percent of the cream cheque, leaving Māori dairy farmers only a small income from the farms. Farm occupiers increasingly turned to other activities to supplement family incomes, such as fishing or later forestry work, leaving their wives and children to carry out milking operations.

3.79 By the 1950s it was clear that the small Te Kao dairy farms were uneconomic units and the increasing debt burdens were unsustainable. As time went on, with only minimal butterfat returns and little prospect of reducing debt the Board of Māori Affairs tried to increase the size of some farms by reorganising interests in uneconomic properties. Some unit farmers had little option but to leave their farms. Sometimes Māori Affairs arranged to transfer these farms to other farmers to create larger, more economic properties. In other cases, families made their own arrangements to sell or transfer farms to one member of the whānau, in an attempt to increase the viability of their farms, thus effectively disinheriting other family members. Despite these attempts, the cycle of debt, dependence, and minimal returns continued.

Te Kao 84 Block

3.80 The history of Te Kao 84 block, the Kawau and Te Aue Wi Whānau dairy unit, is an example of the difficulties whānau had managing debt and creating profitable farms and how this sometimes resulted in whānau losing their land.

3.81 By 1943 the Te Kao 84 block had accumulated a debt of £1,000. Throughout this period the Wi Whānau suffered from long-term serious illness and struggled to run their farm productively. In 1948 the Crown leased the land to a neighbouring farmer in an effort to recoup monies owed on the land. The whānau still owned the land at that stage. After the death of Te Aue her six children succeeded in equal shares to her part of the land. Her husband Kawau gifted his half share to one of his daughters, who had repeatedly asked to be allowed to farm the land with her husband but was unsuccessful.

3.82 Meanwhile, the debt accumulated in the late 1920s and 1930s still remained. In 1957 the Māori Affairs Department wrote to the whānau seeking repayment. The department was made aware that the Wi Whānau did not want the land leased long term and opposed any sale of the land. The whānau committed to repaying at least £84 per year and made several payments in 1958, but by November of that same year the Māori Affairs Department decided that the family did not have the resources to keep up the payments. By 1961 the Māori Affairs Department had the debt charged against the land and secured the transfer to the Crown of the majority of Te Kao 84 thereby clearing the mortgage. The remaining 18 acres passed out of the whānau hands by 1964. Subsequently the land transferred to the Crown was sold.

AUPŌURI MĀORI TRUST BOARD

3.83 The Māori Purposes Act 1953 provided for the establishment of the Aupōuri Māori Trust Board which took over the administration of the Te Kao assets formerly vested in the Tokerau Māori Land Board in 1946. These had since been taken over by the Māori Trustee. The beneficiaries of the Aupōuri Trust Board (which became Te Aupōuri Māori Trust Board in 1955) were to be 'the members of the Aupōuri Tribe or their descendants'.

3.84 Te Aupōuri understood that as part of the agreement in 1938 for the return of the Wairahi lands, incorrectly taken in the survey of the Muriwhenua South block, the Crown would also vest an area of development scheme lands (around 1,291 acres at Onepū) in the Tokerau Māori Land Board for the use of Te Kao Māori. However, this did not occur. Despite objections from Te Aupōuri, the developed area was transferred to Lands and Survey control and sold by ballot outside the region. The Department of Lands and Survey negotiated the vesting of an area of 436.8 hectares of the undeveloped part of Onepū for afforestation purposes in the Aupōuri Māori Trust Board for the Te Kao people. Disposal was to be by freehold on deferred payment licence and the purchase price was $121,265 and the Trust Board was to lease the block to the New Zealand Forest Service for 66 years.

3.85 Te Aupōuri supported the establishment of the Aupōuri Māori Trust Board in an effort to regain control over the management of Te Aupōuri lands and assets after a prolonged period of Crown control. However, Te Aupōuri consider that the reporting and accountability provisions of the Māori Trust Boards Act 1953 and their restrictive and inflexible nature meant that the Aupōuri Māori Trust Board was ultimately accountable to the Minister of Māori Affairs not to the iwi.

PĀRENGARENGA DEVELOPMENT SCHEME

3.86 During the 1950s the Crown proposed to develop land in the Pārengarenga and Pakohu blocks north of Te Kao, with the aim of providing local employment to retain Te Aupōuri whānau in the area. In 1955 a meeting of owners supported the development proposals. The separate blocks were amalgamated into one title as part of the condition of development scheme finance, in order to facilitate administration and joint use of the blocks. The Crown refused to set up the development scheme unless all the uneconomic interests (those valued at less than £25) were acquired as part of the amalgamation and set aside a budget of £12,000 to purchase them.

3.87 The Crown's powers to acquire 'uneconomic interests' was a response to the continuing fragmentation of Māori land titles. In 1953 it empowered the Māori Trustee to compulsorily purchase uneconomic interests. The Māori Trustee was also empowered to sell compulsorily acquired interests to other owners (the 'conversion scheme'). These powers could deprive Māori of their last tangible ancestral

connections to their tūrangawaewae. Often owners did not know the state of their land interests, and that they had been compulsorily acquired by the Māori Trustee. It was not until 1974 that the Crown took steps to end the Māori Trustee's power to make such acquisitions. Only in 1987 did the Crown enact legislation providing for uneconomic interests still held by the Māori Trustee to be returned to their owners.

3.88 Uneconomic shares were one of the tools used by the Crown to acquire further interests in the Pārengarenga lands. The Crown intended to acquire 70 percent of the shareholdings, which would enable it to select 70 out of the 100 occupiers of the proposed dairy farms. It was originally envisaged that the farm occupiers would then be able to purchase their farms from the Crown.

3.89 In 1956 the Māori Land Court issued an amalgamation order for the blocks in the Pārengarenga Development Scheme, to create the 39,467 acre Pārengarenga Tōpū block. All the uneconomic interests were acquired by the Māori Trustee, which amounted to 1,152 different interests in the various blocks. There was some doubt whether the effect of the conversion scheme was fully explained at the meeting of owners. There was also concern that owners were not given the opportunity to amalgamate their uneconomic interests in the various blocks to reach the £25 threshold, which would have allowed them to be retained. Between 1956 and 1963 the Crown acquired 60.5 percent of all the interests in the Pārengarenga Tōpū block, for a total cost of £10,023. To achieve the desired shareholding the Crown actively pursued a 'live-buy' policy to purchase additional shares from owners.

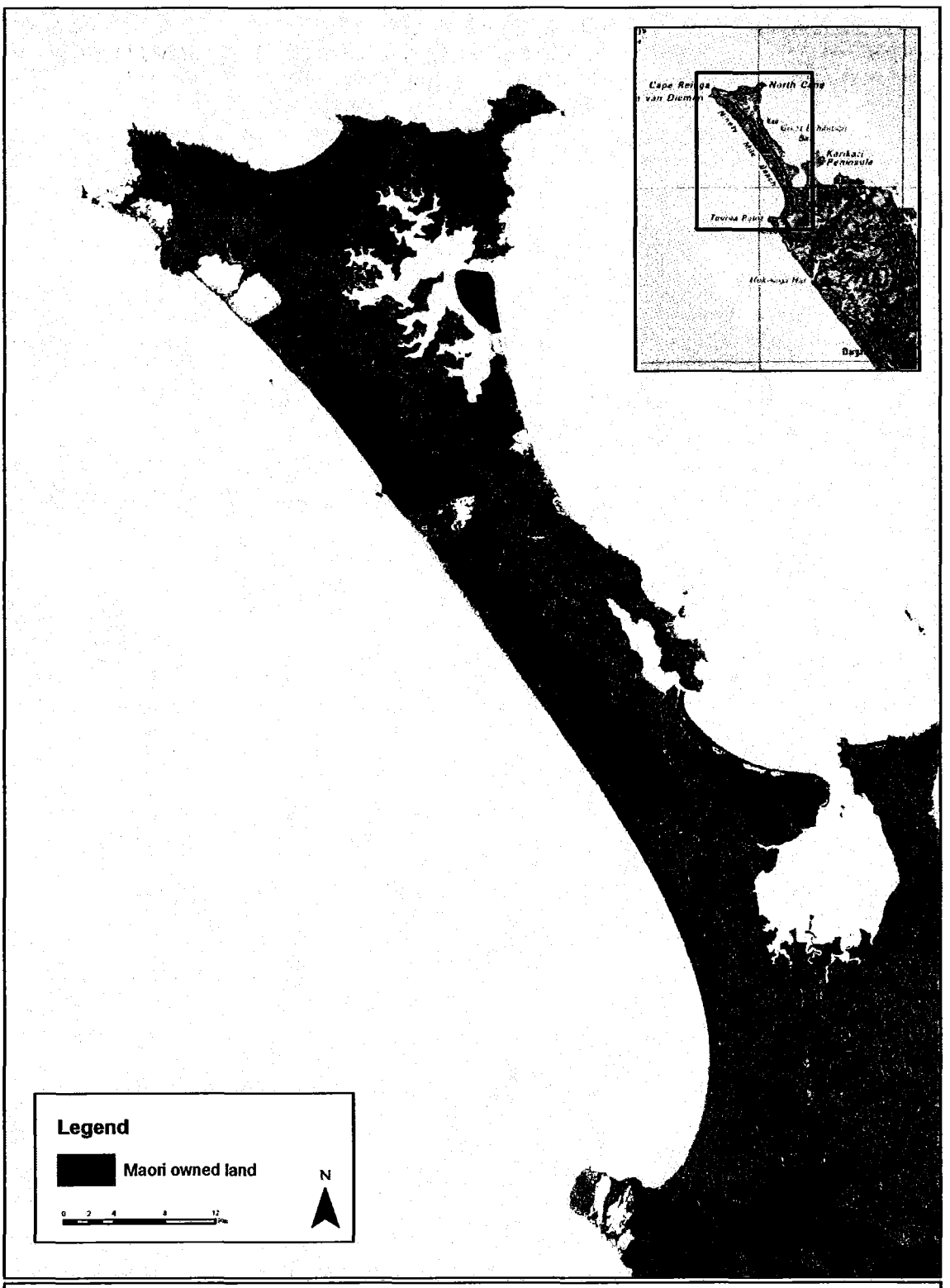
3.90 The original development scheme proposals, as discussed with the owners, envisaged creating 92 dairy units and fifteen sheep units. However, by 1968 it was apparent that much of the sand-dune land on the west was unsuitable for pasture. The scheme land was instead partitioned so Pārengarenga A (13,000 acres) could be leased to the New Zealand Forest Service to become a pine forest plantation. Pārengarenga A was vested in the Pārengarenga Incorporation in 1968. This was seen as a way of stabilising sand-dunes and providing employment for whānau from Te Kao and Te Hāpua. This was one of the few initiatives taken by the Crown to support Māori communities in the far north by providing employment opportunities from forestry. Pārengarenga B (24,000 acres) was to remain in the Pārengarenga land development scheme.

3.91 The remaining development scheme land (Pārengarenga B) was divided into two sheep and beef stations: Pāua and Te Rangi. By the 1980s different partitions had been made to allow small areas of the development stations to be vested in Te Kao farmers, or leased to private forestry companies, so that Pāua and Te Rangi stations became Pārengarenga B3B (5,806ha). All of the Crown's shares in Pārengarenga Tōpū were vested in Pārengarenga B3B, and the block was vested in the Crown and the Māori Trustee on trust, on the condition that the rights of the Māori owners of Pārengarenga B3 to purchase the shares were preserved and that the block remained Māori land.

3.92 By 1985 the land had been under Crown administration for 30 years and the Crown owned 10,501 interests, of which 5,605 had been acquired as uneconomic interests. Te Aupōuri had been attempting to have the Crown shares returned but no progress was made until 1987. Under section 151 of the Māori Affairs Amendment Act 1987 the compulsorily acquired interests were returned to the original owners. Under section 154 the Crown shares could be sold to the remaining current owners of Pārengarenga B3 but could not be repurchased by those who had sold them. In 1988 Pārengarenga B3B was released from development scheme control and vested in trustees.

3.93 In 1989 it was agreed that the outstanding debts on the two development stations would be written off. The Crown retained a 26 percent share of the Pārengarenga Incorporation representing the shares acquired by the Māori Trustee through 'live buying' (acquiring shares on partition and succession). Since 1992 there has been agreement for the Pārengarenga Incorporation to buy back the shares which remain in Māori Trustee ownership.

3.94 Despite the original awarding of the majority of the block to Te Aupōuri, the individualization of shareholdings, subsequent successions and consolidations have resulted in many Te Aupōuri people no longer having interests in their ancestral lands and Te Aupōuri as an iwi having little influence over the management of their ancestral lands.



Maori freehold land today

TE ONEROA-A-TŌHĒ MĀORI LAND COURT CASE

3.95 Ninety Mile Beach, or Te Oneroa-a-Tōhē, is immensely important to Te Aupōuri. On a cultural and spiritual level it is part of the route that the spirits travel north along Te Ara Wairua on their final journey to Te Rerenga Wairua. The name Te Oneroa-a-Tōhē commemorates the important ancestor Tōhē, who named many places and features on his journey south in search of his daughter, Rāninikura. Te Aupōuri have traditionally occupied many sites along the beach during seasonal resource harvesting. It is a significant mahinga kai and the sand-dunes along the beach also contain many wāhi tapu. Te Aupōuri whānau continue to maintain these traditional activities and practices.

3.96 In the 1950s Te Aupōuri and Te Rarawa (on behalf of all Te Hiku iwi) initiated Court action claiming that customary title to the beach had not been extinguished. An application for a title investigation of the beach between the high water and low water marks was lodged with the Māori Land Court on 16 May 1955. The Crown opposed the claim on a number of grounds when the Māori Land Court considered it in 1957. The Court found as a fact that, immediately prior to Te Tiriti o Waitangi/the Treaty of Waitangi, the applicant iwi owned and occupied Te Oneroa-a-Tōhē according to their customs and usages.

3.97 In 1960, the case came before the Supreme Court (now the High Court) on a 'case stated' basis. The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal.

3.98 The Court of Appeal issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.

3.99 Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in Ngāti Apa v Attorney General. The Court of Appeal concluded the 1963 decision was wrong even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed.

SOCIAL AND ECONOMIC ISSUES IN THE TWENTIETH CENTURY

3.100 Throughout the twentieth century Te Hiku o Te Ika continued to be one of the most socially deprived regions in New Zealand, with low levels of income and high levels of unemployment for Māori.

3.101 The collapse of the gum-market in the mid 1920s left the community without a reliable source of income. Meanwhile, economic development in the Far North district stagnated. Farming activities were also hampered partly because of long distances to markets and a reliance on coastal shipping to transport their goods. Lack of sufficient land of good quality meant that subsistence gardening and fishing became virtually the sole means of support for most whānau for many years.

3.102 Health conditions did not improve in the first half of the twentieth century. In 1902 the Te Kao School was closed for 8 months due to another epidemic. The 1918 influenza epidemic was particularly severe at Te Kao, where infection was widespread. Medicines and suitable food were not provided in time, and there was a higher mortality rate than for other Māori in Northland.

3.103 Poor health and general living conditions were reflected in high rates of infant and child mortality among Te Aupōuri. Approximately one quarter of children born in 1928 in the Far North died before the age of five, mostly due to tuberculosis. In the 1920s a district nurse was appointed in Kaitaia, but a request for a nurse based at Te Kao in 1927 was turned down.

3.104 In 1936, infant mortality at Te Kao was higher than the national Māori rate and significantly higher than the Pākehā rate. Many families were affected by tuberculosis, due to very inadequate housing, and an unreliable supply of clean water. In 1938 a serious measles epidemic broke out among Te Hiku Māori. Higher levels of fatalities were recorded amongst Māori around Pārengarenga because of poor living conditions and an inadequate diet.

3.105 The provision of economic assistance to Te Aupōuri through the development schemes provided some social benefits such as an increase in local services, better housing and higher school rolls which initially helped to sustain the community. However the financial benefit from these schemes was limited to those individuals fortunate enough to be able to secure farm tenure and was constrained by the high level of debt loaded on to farms.

3.106 Most development farmers only received a proportion of their farm incomes. Because they struggled to support their families by farming alone, many had to seek employment off the farm. As dairy farming became increasingly uneconomic, more Te Aupōuri left the area to seek employment in other parts of Northland and in Auckland.

3.107 In an effort to halt the depopulation of the Te Kao and Pārengarenga area in the 1950s, Te Aupōuri leaders requested that the Crown establish sand-dune stabilisation and forestry projects to provide local employment. In 1962 the Forest Service established the Aupouri State Forest along the western coast, on lands which now belonged to the Crown, but which had been part of the Muriwhenua South and Muriwhenua North blocks.

3.108 The intentions behind the afforestation work were based on 'socio-economic, cultural and environmental considerations', as a way of protecting both the sand-dune areas, and protecting Māori communities by facilitating local employment. Te Aupōuri then made their own commitment to the project in 1969 by leasing over 6,000 hectares of their own land in the Pārengarenga Development Scheme to the Forest Service for afforestation. By 1983 the forest covered the entire length of Te Oneroa-a-Tōhē, and become the main source of permanent and seasonal employment. It was estimated that altogether the forest and associated mill supported more than 300 workers and their families.

3.109 Local employment opportunities declined after the commercial arm of the Forest Service became a state enterprise in 1987. Since then cutting rights were sold and the company contracted its own staff which meant that many Te Aupōuri lost their jobs.

3.110 In the twentieth century Te Aupōuri loyalty to the Crown manifested itself in military service. Te Aupōuri were among the 200 northern Māori serving overseas in the First World War as part of the allied war effort. Te Aupōuri served again in the Second

World War and those at home were part of the local war effort. They also served in subsequent conflicts. Te Aupōuri consider that their returned soldiers have not always enjoyed the same benefits and advantages as other veterans.

3.111 It was a policy of the Native Department that lessons were conducted in English and Te Reo Māori was actively discouraged. For many years, the education provided to Māori children focussed on domestic and practical skills, rather than academic subjects. With the aid of committed and encouraging teachers at Te Kao, some students went on to secondary education, but until 1944 that required being sent away to boarding schools.

3.112 Many Te Aupōuri relocated, mainly to Auckland and Australia, in search of employment and education opportunities. Only a very small proportion of Te Aupōuri remain within their traditional rohe and very few young people remain to take on traditional kaitiakitanga responsibilities for local marae, wāhi tapu, and wāhi mahinga kai. Lack of employment, complexities around land ownership, housing, secondary and tertiary education and distance from services make returning permanently to their tūrangawaewae very challenging for Te Aupōuri people.

3.113 These changes have had devastating effects on Te Aupōuri social structures and support, culture and heritage, traditional knowledge and identity. In the pursuit of employment and education Te Aupōuri people have become scattered and isolated, cultural responsibilities have been neglected and much traditional knowledge has been lost. This has had consequences for Te Reo Māori.

3.114 In 1840 Te Reo Māori was the principal language of Te Aupōuri, and remained so through to the middle of the twentieth century. Under the provision of the Native Schools Act 1867 and other legislation the Crown provided for the education of Māori children in the English language, but failed to provide support for the retention of Te Reo Māori. The Crown saw these schools as a means of assimilating Māori into European culture. English remained the language of instruction in native schools through to the late 1960s. In these schools it was common for Māori children to be punished if they used Te Reo Māori, because it was believed that fluency in English was one of the main objects of their education. Te Aupōuri continue to remember the few teachers who actually encouraged the use of te reo.

3.115 The survival of Te Reo Māori, especially the Te Aupōuri dialect, as a living language within Te Aupōuri has become seriously threatened with a rapidly declining number of native speakers. Inter-generational transmission of Te Reo Māori and cultural knowledge has declined and very few of the younger speakers of Te Reo Māori are highly proficient. Te Aupōuri consider that language revitalisation initiatives to date have suffered from the competing demands of modern life.

Te Tangi a Meri Ngāroto mō tana matua a Paraone Ngāruhe
The Lament of Meri Ngāroto for her uncle Paraone Ngāruhe

Tū noa ana rā te puke i Oromanga	The hill at Oromanga stands lonely
Tahuhu kau ana ngā tai o te rae	As the tides surrounding The Bluff lament
Taku rena kāinga e nunumi ake nei	As my homeland range fades away
Ka ngaro rā e te puru o te whenua	Along with the keeper of the land
Nāu rā te kī nei, puritia te whenua	It was you who said, "Hold on to the land
E kore e puritia he whetū kamokamo	You cannot hold on to a shining star"
He nui ake koe kei ōu mātua	Now you join your mighty ancestors
I tuku ki te mate... na.	Who passed before you.
Ka kōkiri koe i ngā wai haere nui	Your spirit sets off along the growing waters
I roto i Te Awapoka whakaea te manawa	Refreshed in the Awapoka Stream
Puke i Pōtahi kia hurihurihia	People mill about the hill at Pōtahi
Wahine ati ringa māna koe e haumiri	As the embalming woman rubs your body down
Māna e taratara tōu uru māwhatu	She dresses your curly locks
Rāwaitia ki te hinu oriwa	Fashioning them with olive oil
Miro te kakara i roto i te wharenui	The air in the house is filled with the aroma
Hoki mai e Pā kia tangihia koe	Come back to us Pā so that we can mourn you
E Te Kapa ka tika kei tōu whānau	Look Te Kapa at your family
E ripo i te whare... ra.	Circling the house.
Ka utaina atu koe te riu waka nui	You are loaded into the bilge of the great canoe
Kei ōu mātua e moe roa mai rā	Which carried your forebears
Ka timu ngā tai i waho o Te Karaka	Beyond the ebbing tides out from Te Karaka
Ka whakamaranga ngā uru tāhuna	As the sandbanks appear above the receding water
I waho o Te Tokarahi kumenga wai hoe	Out from Te Tokarahi your canoe is pulled by the current
I roto o Epeha he whakakatoatanga	In towards Epeha where you will be united
Koutou ki reira ... ra	There you will be together.

4 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

4.1 The Crown acknowledges it has failed to deal in a satisfactory way with grievances raised by successive generations of Te Aupōuri and that recognition of these grievances is long overdue.

4.2 The Crown acknowledges:

4.2.1 the special significance of Te Oneroa-a-Tōhē to Te Aupōuri and its fundamental importance to their spiritual, cultural and material well-being;

4.2.2 the health of Te Oneroa-a-Tōhē has declined over time; and

4.2.3 the Crown has failed to respect, provide for, and protect the special relationship of Te Aupōuri to Te Oneroa-a-Tōhē.

Land transactions pre-1865

4.3 The Crown acknowledges that Crown actions in the period up to 1865 led to Te Aupōuri losing a number of significant areas of land through Crown purchases and a forced cession. The Crown also acknowledges that the length of time it took to finally decide not to claim some 60,000 acres of land from the 1840 Taylor transaction as surplus created a period of uncertainty for Te Aupōuri.

4.4 The Crown acknowledges that:

4.4.1 in 1844, the Crown pressured Māori to cede land at East Beach to compensate a settler for the goods Māori had removed from his schooner when it grounded at Ahipara on the west coast and failed to investigate the customary interests in the land that was ceded; and

4.4.2 this process for determining reparation was prejudicial to Te Aupōuri and caused the alienation of land in which they had interests and this was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.5 The Crown acknowledges that in acquiring the Muriwhenua South and Wharemaru blocks in 1858 it failed to actively protect the interests of Te Aupōuri and breached Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles when it:

4.5.1 failed to set sufficient reserves for Te Aupōuri; and

4.5.2 completed the purchase on the basis of the price agreed when the Muriwhenua South block was thought to be half its actual size.

4.6 The Crown also acknowledges:

4.6.1 it acquired the Muriwhenua South block for a very low price and the benefits it led Te Aupōuri to expect from the sale did not materialise;

4.6.2 it failed to protect the single 100-acre reserve set aside from the Muriwhenua South transaction; and

4.6.3 the northern boundaries of the Muriwhenua South block were not properly defined which created uncertainty and tension.

4.7 The Crown acknowledges that its failure for more than 40 years to fully investigate and rectify the wrongful inclusion of 460 acres of the Wairahi land adjacent to the Muriwhenua South block deprived Te Aupōuri whānau of their kāinga and valuable land and was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.8 The Crown acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it took Motuopao Island for a lighthouse reserve in 1875, despite having notified the Native Land Court in 1870 that it would not claim this land as surplus.

Operation and impact of native land laws

4.9 The Crown acknowledges the impact of the operation of native land laws in the nineteenth century on Te Aupōuri, in particular:

4.9.1 the Crown's imposition of a new land tenure system allowed title determination to proceed on the application of individuals. The individualisation of land tenure made Te Aupōuri land more susceptible to partition, fragmentation and alienation and this eroded the traditional tribal structures and land ownership systems of Te Aupōuri and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

4.9.2 between 1871 and 1875 Te Aupōuri were awarded interests in four land blocks granted in the names of only ten owners but the operative legislation contained no provisions that required the owners to act as trustees for the wider groups of owners and the subsequent alienation of these lands caused hardship and conflict within Te Aupōuri; and

4.9.3 the Crown's failure to actively protect the interests of Te Aupōuri in land they may otherwise have wished to have retained in communal ownership was a further breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. This failure was compounded by the Crown's failure to provide a means for the collective administration of Te Aupōuri land until 1894.

4.10 The Crown acknowledges that:

4.10.1 by the mid 1890s most of the remaining Te Aupōuri land interests lay in the Pārengarenga lands, which remained in customary ownership;

4.10.2 the Native Land Court determined title to the Pārengarenga and Pakohu blocks, in 1896, on the application of an individual;

4.10.3 in 1896 the Court awarded undivided interests in both blocks of 59,621 acres to 564 individuals including Te Aupōuri and both blocks were soon partitioned;

4.10.4 the survey costs were high and left the owners with a substantial debt;

4.10.5 the Crown used special legislation to vest the Pārengarenga and Pakohu blocks in the Tokerau Māori Land Council in 1904 to protect these lands from a forced sale process for debt recovery;

4.10.6 although the original survey debts were paid by 1910, the Tokerau Māori Land Board retained control of and leased out much of the lands for many decades;

4.10.7 this deprived Te Aupōuri of their rights as owners to full control of the administration of their own land at Pārengarenga and reduced the land available for Te Aupōuri use to three small reserves at Pārengarenga and Te Kao, which contributed greatly to their impoverishment; and

4.10.8 the Crown breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to return control of the Pārengarenga and Pakohu blocks to the owners after the debts had been cleared on the blocks and by failing to ensure that Te Aupōuri retained sufficient land for their present and future needs while the lands remained in board control.

4.11 The Crown acknowledges that, between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire Te Aupōuri land interests in the Pārengarenga blocks which the Crown considered uneconomic. The Crown acknowledges this was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and caused many Te Aupōuri to lose their tūrangawaewae and whenua tuku iho.

Development assistance

4.12 The Crown acknowledges that Crown assistance to Te Aupōuri for farming and development came many years after it was made available for lands held in individualised title.

4.13 The Crown acknowledges that it established the dairy scheme at Te Kao to help alleviate the levels of poverty evident amongst Te Aupōuri by the early twentieth century and this scheme was later administered by the Crown as a development scheme.

4.14 The Crown further acknowledges that its administration of development schemes did not meet the positive outcomes that Te Aupōuri were led to expect, in particular:

4.14.1 the Crown effectively deprived many Te Aupōuri owners of the control of their remaining land over a number of decades in the twentieth century through its administration of development schemes, particularly at Te Kao; and

4.14.2 ultimately the Crown's partitioning of these lands into farming units in combination with the costs of development the Crown charged against the individual farm units created unsustainable levels of debt for many farmers and this led to further alienation.

Socio-economic consequences

4.15 The Crown acknowledges:

4.15.1 the cumulative effects of Crown actions and omissions left many Te Aupōuri without sufficient suitable land for their needs and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.15.2 Te Aupōuri have lacked opportunities for economic and social development in their rohe and endured extreme poverty and poor health;

4.15.3 this deprivation adversely affected Te Aupōuri cultural frameworks, the ability to exercise customary rights and responsibilities, has been detrimental to their material, cultural and spiritual well-being and led many to leave the rohe; and

4.15.4 today fewer than 300 Te Aupōuri live in Te Kao.

4.16 The Crown acknowledges the harm endured by many Te Aupōuri children from decades of Crown policies that strongly discouraged the use of Te Reo Māori in school and sometimes led to the punishment of children who did. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and their impact on the inter-generational transmission of Te Reo Māori and knowledge of tikanga Māori practices.

4.17 The Crown acknowledges that Te Aupōuri experienced a lack of access to reasonable healthcare in the past and that this had a detrimental effect on Te Aupōuri whānau health and well-being.

4.18 The Crown acknowledges that Te Aupōuri have honoured their obligations under Te Tiriti o Waitangi/the Treaty of Waitangi throughout the generations and have made significant contributions to the development and wealth of the nation, including helping to meet the nation's defence obligations through overseas service during the twentieth century.

APOLOGY

4.19 The Crown apologises to the iwi of Te Aupōuri, to your tūpuna and to your descendants. The Crown is deeply sorry that the promise of a Treaty-based relationship with Te Aupōuri has not been fulfilled. The Crown apologises for its failure to protect Te Aupōuri land interests, the resulting lack of economic benefits and the Crown's neglect of Te Aupōuri welfare. As a result, Te Aupōuri were thoroughly marginalised, culturally, socially and economically, by the end of the nineteenth century.

4.20 The Crown recognises that even those policies, which were intended to enable Te Aupōuri to retain land and provide development opportunities, prevented Te Aupōuri from using their land for long periods, and ultimately led to the loss of land and autonomy. The Crown apologises for that and for the devastating consequences of its Treaty breaches which continue to be felt by Te Aupōuri today, including the decline of Te Reo Māori and tikanga. The Crown profoundly regrets its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi, which have adversely affected Te Aupōuri cultural frameworks, the ability to exercise customary rights and responsibilities, and to succeed economically. The physical, cultural and spiritual well-being of Te Aupōuri has suffered greatly as a result.

4.21 The Crown unreservedly apologises for not having honoured its obligations to Te Aupōuri under Te Tiriti o Waitangi/the Treaty of Waitangi. Through this settlement the Crown seeks to atone for its wrongs and looks forward to building a new relationship with Te Aupōuri, based on mutual trust, shared decision-making, co-operation and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

5 SETTLEMENT

SETTLEMENT ACKNOWLEDGEMENTS

5.1 Each party acknowledges that:

5.1.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise; but

5.1.2 full compensation of Te Aupōuri is not possible; and

5.1.3 Te Aupōuri has not received full compensation and that this is a contribution to New Zealand's development; and

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

5.2 Te Aupōuri acknowledges that, taking all matters into consideration (some of which are specified in clause 5.1), the settlement is fair in the circumstances.

SETTLEMENT

5.3 Therefore, on and from the settlement date:

5.3.1 the historical claims are settled;

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

5.3.3 the settlement is final.

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

REDRESS

5.5 The redress, to be provided in settlement of the historical claims:

5.5.1 is intended to benefit Te Aupōuri collectively; but

5.5.2 may benefit particular members, or particular groups of members, of Te Aupōuri if Te Rūnanga Nui trustees so determine in accordance with Te Rūnanga Nui trustees' procedures; and

5.5.3 does not necessarily reflect the full nature and extent of customary interests held by Te Aupōuri.

IMPLEMENTATION

5.6 The settlement legislation will, on the terms provided by part 4 of the legislative matters schedule:

5.6.1 settle the historical claims;

5.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement, but not in relation to the interpretation or implementation of this deed or the settlement legislation;

5.6.3 provide that the legislation referred to in paragraph 4.4 of the legislative matters schedule does not apply:

(a) to a settlement property being:

(i) any cultural redress property;

(ii) any commercial redress property;

(iii) all RFR land; or

(b) for the benefit of Te Aupōuri or a representative entity;

5.6.4 require any resumptive memorials to be removed from the computer registers for the settlement properties;

5.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 do not:

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which:

(i) Te Rūnanga Nui trustees may hold or deal with property; and

(ii) Te Rūnanga Nui o Te Aupōuri Trust may exist; and

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

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

THE TRUSTEES

5.8 Te Rūnanga Nui trustees sign this deed:

5.8.1 on behalf of Te Aupōuri pursuant to their mandate to sign this deed described in clause 2.21.2 and 2.22; and

5.8.2 in their capacity as trustees of Te Rūnanga Nui o Te Aupōuri Trust, reflecting that Te Rūnanga Nui trustees have the mandate to receive the Crown redress and have ongoing obligations under this deed.

5.9 Te Rūnanga Nui trustees have agreed to comply with their obligations in this deed as trustees of Te Rūnanga Nui o Te Aupōuri Trust.

5.10 For the avoidance of doubt, to the extent that Te Rūnanga Nui trustees sign this deed on behalf of Te Aupōuri as trustees, they do so not in any personal capacity and their liability is limited to the assets for the time being of Te Rūnanga Nui o Te Aupōuri Trust.

6 CULTURAL REDRESS: TE ONEROA-A-TŌHĒ

BACKGROUND

6.1 For generations Te Oneroa-a-Tōhē has been a vital resource of food, transport, cultural and spiritual sustenance, and recreation for Te Hiku o Te Ika iwi. Specific hapū and iwi of Te Hiku hold mana over Te Oneroa-a-Tōhē. Six generations of Te Hiku o Te Ika iwi have expressed their grievances to the Crown about Crown actions or policies that affect Te Oneroa-a-Tōhē.

6.2 Te Oneroa-a-Tōhē is part of the Ara Wairua (or spirit pathway) that leads to a spiritual portal spanning the world between the living and the dead and is a taonga. For many Māori the Ara Wairua is the only spiritual means to connect with those that have passed on. All Te Hiku o Te Ika iwi have specific kaitiaki responsibilities associated with Te Oneroa-a-Tōhē.

6.3 In the 1950s Te Aupōuri and Te Rarawa (on behalf of all Te Hiku o Te Ika iwi) initiated Court action claiming that customary title to the beach had not been extinguished. An application for a title investigation of the beach between the high water and low water marks was lodged with the Māori Land Court on 16 May 1955. The Crown opposed the claim on a number of grounds when the Māori Land Court considered it in 1957. The Court found as a fact that immediately prior to Te Tiriti o Waitangi / the Treaty of Waitangi, the applicant iwi owned and occupied Te Oneroa-a-Tōhē according to their customs and usages.

6.4 In 1960, the case came before the Supreme Court (now the High Court) on a 'case stated' basis. The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal.

6.5 The Court of Appeal issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.

6.6 Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in *Ngāti Apa v Attorney General*. The Court of Appeal concluded the 1963 decision was wrong even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed. However, the passage of the Foreshore and Seabed Act 2004 prevented iwi from pursuing claims of ownership of the foreshore and seabed through the courts. The 2004 Act has now been repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011. The right to pursue ownership through the Māori Land Court was not reinstated but that Act provided various mechanisms by which customary interests can be recognised in the foreshore and seabed.

6.7 Te Hiku o Te Ika iwi have a vision for a healthy beach that is capable of sustaining their communities and expressing their cultural and historical signature. This redress

is an opportunity for the iwi to participate in the holistic management of Te Oneroa-a-Tōhē and surrounding areas, including the adjacent Aupouri Forest land which Te Hiku o Te Ika iwi will own.

6.8 This redress is specifically about management, not ownership. Te Hiku o Te Ika iwi continue to assert they are customary owners of Te Oneroa-a-Tōhē. This redress will not affect the ability of Te Hiku o Te Ika iwi to make applications for recognition of protected customary rights or of customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

SHARED PRINCIPLES

6.9 Te Aupōuri, NgāiTakoto, Te Rarawa, Ngāti Kuri and the Crown have negotiated the framework for Te Oneroa-a-Tōhē in good faith based on their respective commitments to each other. Te Aupōuri, NgāiTakoto, Te Rarawa, Ngāti Kuri, the Northland Regional Council and the Far North District Council are committed to establishing and maintaining a positive, co-operative and enduring relationship, as envisaged by Te Tiriti o Waitangi / the Treaty of Waitangi, based on:

6.9.1 respecting the autonomy of the parties and their individual mandates, roles and responsibilities;

6.9.2 actively working together using shared knowledge and expertise;

6.9.3 co-operating in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

6.9.4 engaging early on issues of known interest to either of the parties;

6.9.5 enabling and supporting the use of te reo and tikanga Māori; and

6.9.6 acknowledging that the parties' relationship is evolving.

6.10 The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

6.11 To avoid doubt, nothing in the provision of this redress over Te Oneroa-a-Tōhē shall be taken to recognise or confer, on any party, manawhenua over Te Oneroa-a-Tōhē.

SETTLEMENT LEGISLATION

6.12 The settlement legislation will, as noted in part 6 of the legislative matters schedule, provide as necessary for the matters set out in clauses 6.13 to 6.127.

SUMMARY OF FRAMEWORK

6.13 Te Oneroa-a-Tōhē framework consists of the following elements:

6.13.1 Te Oneroa-a-Tōhē Board;

6.13.2 appointment of hearing commissioners by the Board; and

6.13.3 the beach management plan.

TE ONEROA-A-TŌHĒ BOARD

Establishment and purpose of Te Oneroa-a-Tōhē Board

6.14 The settlement legislation will establish a statutory body called Te Oneroa-a-Tōhē Board ("**Board**").

6.15 The purpose of the Board is to provide governance and direction in order to protect and enhance the environmental, economic, social, spiritual and cultural wellbeing of Te Oneroa-a-Tōhē management area for present and future generations.

6.16 Despite the composition of the Board as described in clauses 6.28 to 6.30, the Board is deemed to be a joint committee of the Northland Regional Council and the Far North District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

6.17 Despite Schedule 7 of the Local Government Act 2002, the Board:

6.17.1 is a permanent committee; and

6.17.2 must not be dissolved unless all appointers agree to the Board being dissolved.

6.18 The members of the Board must:

6.18.1 act in a manner so as to achieve the purpose of the Board; and

6.18.2 subject to clause 6.18.1 comply with any terms of appointment issued by the relevant appointer.

Functions of the Board

6.19 The principal function of the Board is to achieve its purpose.

6.20 In achieving its purpose, the Board will operate in a manner that:

6.20.1 is consistent with tikanga Māori;

6.20.2 acknowledges the respective authority and responsibilities of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council; and

6.20.3 acknowledges the shared aspirations of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council, as reflected in the shared principles set out in clause 6.9.

6.21 The specific functions of the Board are to:

6.21.1 prepare and approve a beach management plan to identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area;

6.21.2 engage with, seek advice from and provide advice to the Northland Regional Council, the Far North District Council and other beach management agencies regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

6.21.3 engage with, seek advice from and provide advice to Te Hiku o Te Ika iwi regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

6.21.4 monitor activities in and the state of Te Oneroa-a-Tōhē management area and the extent to which the purpose of the Board is being achieved including the implementation and effectiveness of the beach management plan;

6.21.5 display leadership and undertake advocacy, including liaising with the community, in order to further build the iconic status of Te Oneroa-a-Tōhē;

6.21.6 appoint members of hearing panels in relation to applications for resource consents that cover (in whole or in part) Te Oneroa-a-Tōhē management area;

6.21.7 engage and work in a collaborative manner with the joint management body for the cultural redress properties referred to as Beach sites A to D; and

6.21.8 take any other action that is considered by the Board to be appropriate to achieve the purpose of the Board.

6.22 The Board may make a reasonable request of any relevant beach management agency to:

6.22.1 provide information or advice to the Board on matters relevant to the Board's purpose and functions; and

6.22.2 provide for a representative to attend a meeting of the Board.

6.23 Where a request is made under clause 6.22:

6.23.1 where reasonably practicable, the relevant beach management agency will provide the information or advice requested under clause 6.22.1;

6.23.2 where reasonably practicable, the relevant beach management agency will comply with a request under clause 6.22.2 and that agency may determine the appropriate representative to attend any such meeting;

6.23.3 each relevant beach management agency will not be required to attend any more than four meetings in any one calendar year;

6.23.4 the Board will give a relevant beach management agency at least 10 business days notice of any such meeting; and

6.23.5 the Board will provide a meeting agenda with any request made under clause 6.22.2.

6.24 To avoid doubt, the Board may request that any other person or entity provide information or attend a meeting of the Board.

6.25 To avoid doubt, except as provided for in clause 6.21.1, the Board has discretion to determine in any particular circumstances:

6.25.1 whether to exercise any function identified in clause 6.21; and

6.25.2 how, and to what extent, any function identified in clause 6.21 is exercised.

Capacity

6.26 The Board will have such powers as are reasonably necessary for it to carry out its functions:

6.26.1 in a manner consistent with this part 6; and

6.26.2 subject to clause 6.26.1, the local government legislation.

Procedures of the Board

6.27 Except as otherwise provided for in this part 6 and part 6 of the legislative matters schedule, the procedures of the Board are governed by the applicable provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 and Local Authorities (Members' Interests) Act 1968.

Appointment of Board members

6.28 Subject to clauses 6.120 to 6.124 the Board will consist of 10 members as follows:

6.28.1 one member appointed by Te Rūnanga Nui trustees;

6.28.2 one member appointed by the Ngāti Kuri governance entity;

6.28.3 one member appointed by Te Rūnanga o NgāiTakoto trustees;

6.28.4 one member appointed by Te Rūnanga o Te Rarawa trustees;

6.28.5 one member appointed by the Ngāti Kahu governance entity;

6.28.6 two members appointed by the Northland Regional Council (such members to be a current councillor of that council);

6.28.7 two members appointed by the Far North District Council (such members to be a current Mayor or councillor of that council); and

6.28.8 one member appointed by the Te Hiku Community Board (such member not necessarily being a member of that community board)

(each organisation being an "**appointer**").

6.29 If the Board consists of eight members, those members will be as follows:

6.29.1 four members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis);

6.29.2 two members appointed by the Northland Regional Council; and

6.29.3 two members appointed by the Far North District Council.

6.30 If the Board consists of six members, those members will be as follows:

6.30.1 three members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis); and

6.30.2 three members appointed by the Northland Regional Council and the Far North District Council.

6.31 Members of the Board:

6.31.1 are appointed for a term of three years, unless the member resigns or is discharged by an appointer during that term; and

6.31.2 may be reappointed or discharged by and at the sole discretion of the relevant appointer.

6.32 In appointing members to the Board, appointers:

6.32.1 in the case of the iwi appointers, must be satisfied that the person has the mana, skills, knowledge or experience to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board;

6.32.2 in the case of the other appointers, must be satisfied that the person has the skills, knowledge, or experience, and, where not an elected member, the community standing, to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board; and

6.32.3 should have regard to any members already appointed to the Board to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that the Board may best achieve its purpose.

Discharge or resignation of Board members

6.33 A member appointed by an iwi or the Te Hiku Community Board may resign by giving written notice to that person's appointer and the Board.

6.34 Where there is a vacancy on the Board:

6.34.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and

6.34.2 any such vacancy does not prevent the Board from continuing to discharge its functions.

6.35 To avoid doubt, members of the Board who are appointed by iwi or the Community Board are not, by virtue of that membership, members of a local authority.

Process for dealing with concerns over the performance of a Board member

6.36 Where the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board:

6.36.1 the Board may decide to give notice ("**Board's notice**") to the appointer of the Board member in question ("**relevant appointer**");

6.36.2 a decision under clause 6.36.1 must be made by a majority of 70% of the members present and voting at a meeting of the Board;

6.36.3 a notice under clause 6.36.1 must set out the matters that form the basis of the Board's concerns;

6.36.4 a copy of the Board's notice must be given to the Board member in question on the same business day as that notice is given to the relevant appointer;

6.36.5 upon receiving the Board's notice, the relevant appointer may give notice to the Board seeking clarification of any matters relating to the Board's notice; and

6.36.6 the Board will provide clarification of any matters that are the subject of a request under clause 6.36.5.

6.37 Upon receiving the Board's notice, or any clarification under clause 6.36.6, whichever is the later ("**investigation date**"):

6.37.1 the relevant appointer will undertake an investigation of the matters set out in the Board's notice and will prepare a preliminary report;

6.37.2 the investigation and the preliminary report referred to in clause 6.37.1 must be completed within 15 business days after the investigation date;

6.37.3 within 20 business days after the investigation date, the Board, or a subcommittee of the Board, will meet with the relevant appointer to discuss the preliminary report; and

6.37.4 within five business days after the meeting referred to in clause 6.37.3, the relevant appointer will give notice to the Board and the member in question of the relevant appointer's decision.

6.38 If the relevant appointer's decision is that the member in question should be discharged, the relevant appointer will immediately discharge that member, and will appoint another member as soon as is reasonably practicable.

6.39 If the relevant appointer's decision is that the circumstances do not justify the discharge of the member in question, the relevant appointer is not required to take any further action.

Chair and Deputy Chair

6.40 At the first meeting of the Board the iwi members will appoint a member of the Board as Chair.

6.41 The decision under clause 6.40 will be by simple majority of those iwi members present and voting at that meeting.

6.42 The Chair:

6.42.1 is appointed for a term of three years unless the Chair resigns during that term; and

6.42.2 may be reappointed as the Chair by the iwi members.

6.43 At its first meeting the Board will appoint a member of the Board as Deputy Chair.

6.44 The Deputy Chair:

6.44.1 is appointed for a term of three years, unless the Deputy Chair resigns during that term; and

6.44.2 may be reappointed by the Board.

Standing orders

6.45 The Board will at its first meeting adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.

6.46 The standing orders of the Board must not contravene:

6.46.1 this part 6;

6.46.2 tikanga Māori; or

6.46.3 subject to compliance with this part 6 or part 6 of the legislative matters schedule, the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.

6.47 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

Meetings of the Board

6.48 The Board will:

6.48.1 at its first meeting agree a schedule of meetings that will allow the Board to achieve its purpose and properly discharge its functions; and

6.48.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Board to achieve its purpose and properly discharge its functions.

6.49 The quorum for a meeting of the Board is not less than five members, made up as follows:

6.49.1 at least two of the members appointed by the iwi appointers;

6.49.2 at least two of the members appointed by the local authority and the Community Board appointers; and

6.49.3 in addition to the members identified in clauses 6.49.1 and 6.49.2, the Chair or Deputy Chair.

Decision-making

6.50 The decisions of the Board must be made by vote at a meeting.

6.51 When making a decision the Board:

6.51.1 will strive to achieve consensus among its members; but

6.51.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion, a decision of the Board may be made by a minimum of 70% majority of those members present and voting at a meeting of the Board.

6.52 The Chair and the **D**eputy Chair of the Board may vote on any matter but do not have casting votes.

6.53 The members of the Board must approach decision-making in a manner that:

6.53.1 is consistent with, and reflects, the purpose of the Board; and

6.53.2 acknowledges as appropriate the interests of iwi in particular parts of Te Oneroa-a-Tōhē.

Declaration of interest

6.54 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.

6.55 The Board will maintain an interests register and will record any actual or potential interests that are disclosed to the Board.

6.56 A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:

6.56.1 merely because the member is affiliated to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area; or

6.56.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Board are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Board; or

(c) participation in the matter by the member.

6.57 To avoid doubt, the affiliation of a member of the Board to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area is not an interest that must be disclosed or recorded under clauses 6.54 or 6.55.

6.58 In clauses 6.54 to 6.60, "**matter**" means:

6.58.1 the Board's performance of its functions or exercise of its powers; or

6.58.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.

6.59 A member of the Board has an actual or potential interest in a matter, in terms of clauses 6.54 to 6.60, if he or she:

6.59.1 may derive a financial benefit from the matter; or

6.59.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or

6.59.3 may have a financial interest in a person to whom the matter relates; or

6.59.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

6.59.5 is otherwise directly or indirectly interested in the matter.

6.60 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

Reporting and review

6.61 The Board will report on an annual basis to the appointers.

6.62 The report referred to in clause 6.61 will:

6.62.1 describe the activities of the Board over the preceding 12 months; and

6.62.2 explain how these activities are relevant to the Board's purpose and functions.

6.63 The appointers will commence a review of the performance of the Board, including of the extent that the purpose of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.

6.64 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.

6.65 Following any review of the Board under clauses 6.63 or 6.64, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

Administrative and technical support of Board

6.66 On the commencement date referred to in clause 6.119, the Crown will provide to the Board:

6.66.1 $150,000 to support the initial operation of the Board; and

6.66.2 $250,000 to support the development of the first beach management plan.

6.67 The administrative and technical support for the Board will be provided by the Northland Regional Council and the Far North District Council.

6.68 The Northland Regional Council will:

6.68.1 hold any funds on behalf of the Board as a separate and identifiable ledger item; and

6.68.2 expend those funds as directed by the Board.

Appointment of commissioners

6.69 Te Hiku o Te Ika iwi, Northland Regional Council and Far North District Council will no later than three months after the introduction of the third settlement bill:

6.69.1 develop a set of criteria for the appointment of hearing commissioners (such criteria to include a requirement that a commissioner be accredited) in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area; and

6.69.2 in light of those criteria, develop a list of approved hearing commissioners in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area ("**commissioner list**").

6.70 The Board will on an ongoing basis review and keep updated the commissioner list.

6.71 In clause 6.69 "**accredited**" has the same meaning as set out in section 2 of the Resource Management Act 1991.

6.72 Where the Northland Regional Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

6.72.1 the Northland Regional Council must give notice to the Board of such intention;

6.72.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 6.72.1, appoint up to half of the members of the hearing panel from the commissioner list;

6.72.3 the members of the Board appointed by the Northland Regional Council will appoint up to half of the members of the hearing panel from the commissioner list;

6.72.4 the members of the Board appointed by the Northland Regional Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 6.72.2 or 6.72.3; and

6.72.5 the Board may waive the rights under clauses 6.72.2 to 6.72.4 by giving notice to the Northland Regional Council.

6.73 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 6.72.2:

6.73.1 the Northland Regional Council will appoint those commissioners that would have been appointed by the iwi members; and

6.73.2 the appointments under clause 6.73.1 must be made from the commissioner list.

M.I. Kwi

6.74 Where the Far North District Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

6.74.1 the Far North District Council must give notice to the Board of such intention;

6.74.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 6.74.1, appoint up to half of the members of the hearing panel from the commissioner list;

6.74.3 the members of the Board appointed by the Far North District Council will appoint up to half of the members of the hearing panel from the commissioner list;

6.74.4 the members of the Board appointed by the Far North District Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 6.74.2 or 6.74.3; and

6.74.5 the Board may waive the rights under clauses 6.74.2 to 6.74.4 by giving notice to the Far North District Council.

6.75 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 6.74.2:

6.75.1 the Far North District Council will appoint those commissioners that would have been appointed by the iwi members; and

6.75.2 the appointments under clause 6.75.1 must be made from the commissioner list.

Provision of applications for resource consent

6.76 The Northland Regional Council and the Far North District Council will provide to the Board copies or summaries of applications for resource consent that are within (in whole or in part), adjacent to or directly affecting Te Oneroa-a-Tōhē management area.

6.77 The Board will provide to the Northland Regional Council and the Far North District Council guidelines on the nature of information to be provided under clause 6.76, including:

6.77.1 whether copies or summaries of applications for resource consents are to be provided to the Board;

6.77.2 whether there are certain types of applications for which copies or summaries do not have to be provided; and

6.77.3 the timing of the provision of copies or summaries of applications to the Board.

Sub-committee for Beach sites A to D

6.78 There will be a sub-committee of the Board specifically to deal with the preparation and approval of that part of the beach management plan referred to in clause 6.83.1.

6.79 The members of that sub-committee will be those members of the Board appointed by Te Hiku o Te Ika iwi.

THE BEACH MANAGEMENT PLAN

Purpose and scope of the beach management plan

6.80 The Board will prepare and approve the beach management plan in accordance with the process set out in clauses 6.97 to 6.112.

6.81 The purpose of the beach management plan is to:

6.81.1 identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē;

6.81.2 provide direction to decision makers where decisions are being made in relation to Te Oneroa-a-Tōhē; and

6.81.3 convey the Board's aspirations for the care and management of Te Oneroa-a-Tōhē, in particular in relation the priority areas identified in clause 6.82.

6.82 The beach management plan will address the following three priority areas:

6.82.1 protecting and preserving Te Oneroa-a-Tōhē from inappropriate use and development, and ensuring that the resources of Te Oneroa-a-Tōhē are preserved and enhanced for present and future generations;

6.82.2 recognising the importance of Te Oneroa-a-Tōhē as a food basket for Te Hiku o Te Ika iwi including ensuring ongoing access to the food basket; and

6.82.3 recognising and providing for the spiritual, cultural and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē.

6.83 The beach management plan may also address other areas that the Board considers relevant to the purpose of that plan.

6.84 The beach management plan must include a specific section in relation to Beach sites A to D which addresses the matters set out in section 41(3) of the Reserves Act 1977.

6.85 The section of the beach management plan referred to in clause 6.84. will be deemed to be the management plan under section 41 of the Reserves Act 1977 for Beach sites A to D.

Effect on Resource Management Act 1991 planning documents

6.86 In preparing, reviewing, varying or changing a relevant RMA planning document, a local authority will recognise and provide for the vision, objectives and desired outcomes in the beach management plan.

6.87 The obligation under clause 6.86 applies each time that a local authority prepares, reviews, varies or changes a relevant RMA planning document.

6.88 Until such time as the obligation under clause 6.86 is complied with, where a consent authority is processing or making a decision on an application for resource consent in

Te Oneroa-a-Tōhē management area, that consent authority will have regard to the beach management plan.

6.89 The obligations under clauses 6.86 to 6.88 apply only to the extent that:

6.89.1 the contents of the beach management plan relate to the resource management issues of the region or district; and

6.89.2 recognising and providing for or having regard to (as the case may be) the beach management plan is consistent with the purpose of the Resource Management Act 1991.

6.90 To avoid doubt, the obligations under clauses 6.86 to 6.88 must be carried out in accordance with the requirements and procedures in Part 5 and Schedule 1 of the RMA.

Effect on conservation planning documents

6.91 In preparing a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area, the Director-General and Te Hiku o Te Ika iwi must have particular regard to any vision, objectives and desired outcomes contained in the beach management plan.

6.92 The Director-General and Te Hiku o Te Ika iwi must comply with clause 6.91 each time that they prepare a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area.

6.93 Until such time as the obligation under clause 6.90 is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person will have particular regard to any vision, objectives or desired outcomes contained in the beach management plan.

6.94 The obligations under clauses 6.90 to 6.92 apply only to the extent that:

6.94.1 the vision, objectives and desired outcomes contained in the beach management plan relate to the conservation issues of the area; and

6.94.2 having particular regard to the vision, objectives and desired outcomes contained in the beach management plan is consistent with the purpose of the Conservation Act 1987.

6.95 To avoid doubt, the obligations under clauses 6.90 to 6.92 must be carried out in accordance with the requirements and procedures in Part 3A of the Conservation Act 1987.

Effect on fisheries processes

6.96 The parties acknowledge that:

6.96.1 the beach management plan will influence relevant RMA planning documents and conservation planning documents; and

6.96.2 under section 11 of the Fisheries Act 1996, the Minister of Fisheries is required to have regard to regional policy statements and regional plans under the RMA, and conservation management strategies and conservation

management plans under the Conservation Act 1987 before setting or varying any sustainability measures.

Effect on Local Government Act 2002

6.97 A local authority must take into account the beach management plan when making any decision under the Local Government Act 2002, to the extent that the content of that plan has a bearing on local government issues in Te Oneroa-a-Tōhē management area.

Preparation of draft beach management plan

6.98 The following process applies to the preparation of the draft beach management plan:

6.98.1 the Board will commence the preparation of the draft beach management plan no later than three months after the first meeting of the Board;

6.98.2 the Board will meet to discuss and commence the preparation of the draft beach management plan; and

6.98.3 the Board may consult and seek comment from appropriate persons and organisations on the preparation of the draft beach management plan.

6.99 In preparing a draft beach management plan:

6.99.1 the Board must ensure that the contents of the draft beach management plan are consistent with the purpose of and priority areas for that plan as set out in clauses 6.81 and 6.82;

6.99.2 the Board must consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft beach management plan; and

6.99.3 the obligations under clauses 6.98.1 and 6.98.2 apply only to the extent that is relative to the nature and contents of the beach management plan.

Notification and submissions on draft beach management plan

6.100 When the Board has prepared the draft beach management plan, but no later than two years after its first meeting, the Board:

6.100.1 must notify it by giving public notice;

6.100.2 may notify it by any other means that the Board thinks appropriate; and

6.100.3 must ensure that the draft beach management plan and any other document that the Board considers relevant are available for public inspection.

6.101 The public notice must:

6.101.1 state that the draft beach management plan is available for inspection at the places and times specified in the notice; and

6.101.2 state that interested persons or organisations may lodge submissions on the draft beach management plan:

(a) with the Board;

(b) at the place specified in the notice; and

(c) before the date specified in the notice; and

6.101.3 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

6.102 The date for the lodging submissions specified in the notice under clause 6.101.2(c) must be at least 20 business days after the date of the publication of the notice.

6.103 Any person or organisation may make a written or electronic submission on the draft beach management plan in the manner described in the public notice.

6.104 The Board will prepare and make publicly available prior to the hearing a summary of submissions report.

6.105 Where a person requests to be heard in support of their submission:

6.105.1 the Board must give at least 10 business days' notice to the person of the date and time at which they will be heard; and

6.105.2 hold a hearing for that purpose.

Approval of beach management plan

6.106 The Board must consider any written or oral submissions, to the extent that those submissions are consistent with the purpose of the beach management plan, and may amend that draft plan.

6.107 The Board must then approve the beach management plan.

6.108 The Board:

6.108.1 must notify the beach management plan by giving public notice; and

6.108.2 may notify the beach management plan by any other means that the Board thinks appropriate.

6.109 At the time of giving public notice of the approved beach management plan under clause 6.107, the Board will also make available a decision report that identifies how submissions were considered and dealt with by the Board.

6.110 The public notice must:

6.110.1 state where the beach management plan is available for public inspection; and

6.110.2 state when the beach management plan comes into force.

6.111 The beach management plan:

6.111.1 must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and

6.111.2 comes into force on the date specified in the public notice.

6.112 The Board may request from the Northland Regional Council and/or the Far North District Council reports or advice to assist in the preparation or approval of the beach management plan.

6.113 The relevant local authority will comply with a request under clause 6.111 where it is reasonably practicable to do so.

Review of, and amendments to, the beach management plan

6.114 The Board will commence a review of the beach management plan:

6.114.1 no later than 10 years after the approval of the first beach management plan; and

6.114.2 no later than 10 years after the completion of the previous review.

6.115 If the Board considers as a result of a review that the beach management plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 6.97 to 6.112.

6.116 If the Board considers the beach management plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 6.106, and the Board must comply with clauses 6.107 to 6.110.

Recognition of historical and cultural association

6.117 The Crown has agreed to pay $137,500 to Te Aupōuri on settlement date in recognition of historical and cultural associations of Te Aupōuri with Te Oneroa-a-Tōhē.

6.118 The payment under clause 6.116 will be made by the Crown directly to the Te Hiku o Te Ika Development Trust.

6.119 The Te Hiku o Te Ika Development Trust will apply the payment under clause 6.116 for the purposes of:

6.119.1 the installation of interpretative signs;

6.119.2 the raising of pouwhenua at Waipapakauri; and

6.119.3 regeneration activities along Te Oneroa-a-Tōhē and Te Ara Wairua.

COMMENCEMENT OF TE ONEROA-A-TŌHĒ REDRESS

6.120 The commencement date for the Te Oneroa-a-Tōhē redress is the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi (**"third settlement Act"**).

INTERIM PARTICIPATION OF REMAINING IWI IN TE ONEROA-A-TŌHĒ REDRESS

6.121 In clauses 6.121 to 6.124 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

6.122 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations must give notice inviting each of the remaining iwi to participate in the Te Oneroa-a-Tōhē redress on an interim basis.

6.123 The notice referred to in clause 6.122 must:

6.123.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

6.123.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Oneroa-a-Tōhē redress on an interim basis including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

6.124 Once the Minister for Treaty of Waitangi Negotiations is satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 6.123, the Minister must give notice in writing to that remaining iwi and other Te Hiku o Te Ika iwi stating the date upon which that remaining iwi will participate in the Te Oneroa-a-Tōhē redress on an interim basis.

6.125 To avoid doubt:

6.125.1 if any conditions referred to in clause 6.123.2 are breached, the Minister for Treaty of Waitangi Negotiations may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

6.125.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

Central and South Conservation Areas

6.126 The settlement legislation will provide that:

6.126.1 any part of the Central and South Conservation Areas (shown marked blue on the plan in part 6 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and

6.126.2 to avoid doubt, any part of the Central and South Conservation Areas below mean high water springs forms part of the common marine and coastal area.

Definitions

6.127 In this part:

6.127.1 **beach management agencies** means the Environmental Protection Authority and the Ministry of Economic Development;

6.127.2 **iwi members** means the members of the Board that are appointed under clause 6.28;

6.127.3 **relevant RMA planning document** means a regional policy statement, regional plan, district plan or proposed plan (as those terms are defined in sections 43AA and 43AAC of the Resource Management Act 1991) that applies to Te Oneroa-a-Tōhē management area;

6.127.4 **local government legislation** means the Local Government Act 2002, Local Government Act 1974, Local Government Official Information and Meetings Act 1987 and the Local Authorities (Members' Interests) Act 1968;

6.127.5 **Te Oneroa-a-Tōhē management area** means:

(a) the area set out on the plan in part 5 of the attachments, including:

(i) the marine and coastal area; and

(ii) Beach sites A to D being vested in Te Hiku o Te Ika iwi subject to scenic reserve status; and

(b) any other area adjacent to or in the vicinity of the area identified in clause 6.127.5(a) with the agreement of:

(i) the Board; and

(ii) the relevant owner or administrator of that land; and

6.127.6 **Te Oneroa-a-Tōhē redress** means the redress set out in this part 6.

7 CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

KO TE MANAWHENUA / MANAWHENUA STATEMENT

Ko Ranginui e tū iho nei hei tuanui mō te ao,
Ko Papatūānuku e takoto nei hei whāriki mō te rangi
Ka puta, ka ora ki ngā mumu tai, ki ngā whenua wawā, ā rāua tini uri whakaheke e kōwhaiwhai haere nei i te ao.

The nature of Manawhenua
Ranginui extends above us as a canopy over the world
Papatūānuku stretches out below, a platform for the heavens
They are adorned with an interwoven tapestry of the myriad descendants, born and reborn, and dispersed amongst the murmuring waters and recesses throughout the scattered lands and oceans of Rangi and Papa.

Ko Tāne-te-waiora ko Tāne-te-pēpeke, ko Tāne-nui-a-rangi, ko Tāne-te-orooro, ko Tāne-mahuta i whakarite i te wehenga ake o ōna mātua kia puta ai ki te ao mārama.

He tapu anō te ira atua i whakatōngia e Tāne ki roto i tāna i hanga ai ki tāna i moe ai. Ka tiakina te mana atua i roto i te whare tangata, kia mau tonu ai te tapu o te tangata.

Nā Tāne anō ngā rākau me ngā manu - a Raupō, a Kīwī, a Rupe mā, me te tini o Te Wao Nui ā, marere noa ki ngā takutai moana, ki ngā tini a Tangaroa. Ko te tangi a te mātui, "tūī, tutuiā" - te rangi ki te whenua, te whenua ki te rangi. Ka puta ki te whei ao, ki te ao mārama, tihei wā mauriora!

It was Tāne-te-waiora, Tāne-te-pēpeke, Tāne-te-orooro, Tāne-whakapiripiri, Tāne-mahuta, Tāne-nui-a-Rangi who instigated the separation of his parents, bringing about the emergence into the World of Light and understanding.

Through the act of conception, Tāne introduced his godliness to those that he created and an aspect of his divinity to those with whom he procreated. The womb transmits and protects this sacred authority maintaining the sanctity of the holistic person.

From Tāne also descended Rākau, Raupō, Kiwi, Rupe and the multitudes of progeny from the mountains to the great forests and unto the oceans. The sky is woven into the land and the land to the sky from whence emerged the world of light, bringing forth the spirit essence of all living things.

Ko Tūmatauenga anō tētahi o ngā tama a Ranginui rāua ko Papatūānuku. He atua koi, he atua māia, he kaitaki, he toa. Ko ōna hoa ko te taua, ko tana mahi he karawhiu i runga i te marae ātea me te pakanga. Nā tēnei atua, nā Tūmatauenga ka puta ko āna uri – te tini me te mano o ngā tāngata e tūtū haere nei ki runga i te mata o te whenua.

Tūmatauenga – another son of Ranginui and Papatūānuku, was astute and brave, an industrious leader and the ultimate warrior. His constant companions are strife and war; he convenes the arena of conflict and the field of battle. The progeny of Tūmatauenga include all the people who live and occupy the face of the earth.

He uri whakatupu tātou nō ngā kāwai atua o te ao. He mea paihere ngā uri a Tāne rāua ko Tūmatauenga, ki ngā whakapapa atua tātai noa ki te ao.

As descendents of the gods and the progeny of Tāne and Tūmatauenga, we are enmeshed within the genealogies of the pantheon of elemental deities that form the environment.

Koia e meatia nei, kia kōrerotia ana te mana o ngā ngahere, ngā whenua me ngā papamoana o Te Hiku o Te Ika, kia maumahara te tangata e honohono ana te mauri o ngā mea katoa.

We speak here of our authority over the lands, forests and oceans of Te Hiku o Te Ika, as the spirit of all things is connected, empowering our ability to speak as guardians of the land, forests and seas, in the pursuit of all that we desire.

Ka mutu, i konei anō mātou e noho ana hei kaitiaki i te taiao, hei kaitaurima i te mauri o ngā tapuwae ā-nuku o ō mātou tūpuna. Nā rātou ngā kōrero i waiho, i tapa hoki ngā ingoa i honohono ai ngā tātai katoa o te ao tūroa. Kua riro iho i a mātou Ngā Kete o Te Wānanga i tīkina ake rā e Tāne kia whai māramatanga ai te ira tangata. Nāna anō te wairua mārama me ngā āhuatanga whakamīharo o te ira atua i whakatō ki roto i ana uri e tū nei hei tangata whenua tūturu mō Te Hiku o Te Ika a Māui Tikitiki a Taranga ā, puta noa i Aotearoa. Nō muri mai ka tae mai a Kupe, a Pōhurihanga, a Tamatea, a Nukutawhiti, a Ruanui, a Puhi, a Tūmoana, i ruirui haere ai i te kākano mai i Rangiātea, kia kore ai mātou e ngaro.

7: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

We have lived here since time immemorial, as guardians of the environment, fostering the spirits, treading in the footprints of our ancestors who bestowed names between the land and the sky, and laid down a celestial template that encompasses all of nature. Tāne bequeathed to us the Baskets of Knowledge to provide his descendants with an understanding enabling us to exercise power, authority and responsibility. Tāne created his progeny with the attributes of the gods and imbued them with a divine element. These descendants exist now as the indigenous people of Te Hiku o Te Ika a Māui Tikitiki a Taranga and Aotearoa. From the time of the arrival of Kupe, Pōhurihanga, Tamatea, Nukutawhiti, Ruanui, Puhi and Tūmoana, they sowed the sacred seed brought from Rangiātea ensuring our ongoing existence.

Ko tōku mana, ko tōku reo Māori ngā kaiwhakamārama i tōku mātauranga ki te taiao, rere ki uta, rere ki tai ā, taiāwhiowhio noa Ko mātou tonu te hunga tiaki i ngā mahi tapu a ō mātou tūpuna. Kei te ture Kāwana te kawenga ki te whakatairanga i ngā tikanga a te Māori kia hīkina ake te mana o te iwi me ōna hapū hei kaitiaki kia whakatutuki i te mana tapu kia taurima tonu ai te Wao Nui a Tāne i Te Hiku o te Ika.

My innate authority and my language illuminate my inherited knowledge and responsibility for the environment, from the centre of the land to the oceans and the atmosphere. We are the original occupants and contemporary guardians of those tasks sacred to our ancestors. It is appropriate for Government to acknowledge, respect and support our inherited role, knowledge and practices as the core of conservation management in New Zealand. Better equipped and more empowered iwi and hapū as kaitiaki, introduces an immense additional resource in the management of the great domains of Tāne, and his siblings in Te Hiku o Te Ika.

He kawenata hou tēnei tauākī manawhenua hei whakapai ake i ngā mahi whakahaere o aua whenua mā te mahi ngātahi i ngā whenua kei roto i ngā ringaringa o Te Papa Atawhai me ngā hapū, iwi hoki o Te Hiku o Te Ika. Mā tēnei whakaritenga hou ka uru ngā whakaaro Māori, ngā tikanga Māori me ngā tāngata Māori ki roto i ngā mahi a Te Papa Atawhai – mai i te rangatira teitei, te Minita ā, tae noa ki te Tari ā-Rohe. Kua whakaae mai te Kāwanatanga me mātou ki te whai ngākau hou mō te oranga tonutanga i ngā whenua me ngā papamoana o Te Hiku o Te Ika.

Tūturu whakamaua kia tina, hui e, tāiki e!

This is a new covenant setting out a collaborative working arrangement with the iwi and hapū of Te Hiku o Te Ika on their ancestral lands, even though these lands are yet held by the Department of Conservation. This is a new concept that allows for Māori perspectives, practices and people to pervade the workings of the Department of Conservation – from the Minister to the Regional Conservancy. We have together acknowledged iwi manawhenua and a need to begin with new heart to ensure the ongoing sustainability of our lands and our oceans within Te Hiku o Te Ika.

Hold fast and make permanent! Let us come together!

Kaupapa Tuku Iho/Inherited Values Underpinning Manawhenua

1. Every action or activity of Te Hiku o Te Ika iwi is sourced in values inherited from tūpuna Māori (and other ancestors in various ways) - called Kaupapa Tuku Iho.

2. The Kaupapa Tuku Iho will give life to the Manawhenua Statement.

3. The Kaupapa Tuku Iho, are:

   (a) Manaakitanga: Behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.

   (b) Wairuatanga/Mauri: Acknowledging and understanding the existence of Mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.

   (c) Ūkaipōtanga: Caring and nurturing a context where Māori and others are able to contribute in ways that strengthen a sense of fulfilment and stimulation.

   (d) Whanaungatanga: Expressing relationships built on common ancestry and featuring interdependence, reciprocal obligations, support and guidance within rōpū tuku iho (iwi, hapū and whānau) and within other groups comprising people by whom genealogy is highly regarded.

   (e) Rangatiratanga: Reflecting chiefly roles and attributes, seen as "walking the talk", integrity, humility and honesty.

   (f) Kaitiakitanga: Activity of Guardianship, deriving from manawhenua, over and including natural resources, inherited taonga, other forms of wealth and communities, including Māori as a peoples and other peoples as distinctive cultural groups.

   (g) Kotahitanga: Pursuing a unity of purpose and direction where all are able and encouraged to contribute.

   (h) Pūkengatanga: Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga continuum of Te Kākano i ruia mai i Rangiātea.

(i) Tātai Hono: Analysing and synthesising fundamental connectivity (as in genealogy) that highlights the balancing of inter-relationships between people, between people and their heritage and between people and the world around them. Acknowledging the element of whakautu and the reciprocal responsibilities that evolve from that.

(j) Te Reo Māori: Essential to the identity and survival of Māori as a people, this inherited taonga is used to articulate Māori understanding of the world just as other cultural groups use their language to do this.

(k) Mana: Each iwi has its own mana and autonomy to operate within their respective rohe in accordance with mana whenua, mana tupuna, mana moana, and manaakitanga. Iwi authority shows commitment to developing strategies in regards to shared interests.

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7: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

BACKGROUND

7.1 For Te Hiku o Te Ika iwi, the issue of redress is underpinned by the statement of principle "riro whenua atu, hoki whenua mai" ("land which was lost must be returned").

7.2 In their Treaty settlement negotiations with the Crown, Te Hiku o Te Ika iwi were concerned to achieve a level of redress which satisfies the mana and integrity of Te Hiku o Te Ika iwi and their affiliated hapū, whānau and marae. Te Hiku o Te Ika iwi were concerned that adequate provision was made to recognise the interests of Te Hiku o Te Ika iwi in conservation land. These lands form the mountains, rivers and significant places of Te Hiku o Te Ika iwi ancestors.

7.3 The approach of Te Hiku o Te Ika iwi stems from the grievance that the iwi feel with respect to Crown processes that over time resulted in the separation of tangata whenua from their whenua. The Waitangi Tribunal underlined this fact in its 1997 Muriwhenua Land Report.

7.4 Te Hiku o Te Ika iwi initially sought all conservation land to be vested in them. The Crown agreed to vest some areas of conservation land in the iwi and also to enter into a co-governance arrangement over all remaining conservation land - the korowai for enhanced conservation.

7.5 The korowai has been co-created by Te Hiku o Te Ika iwi and the Crown to reflect both the significance of conservation land and conservation taonga to Te Hiku o Te Ika iwi and also to the wider public.

7.6 The korowai reconnects Te Hiku o Te Ika iwi to the governance of all areas of conservation land in Te Hiku o Te Ika.

7.7 Te Hiku o Te Ika iwi and the Crown conceptualise conservation from different perspectives and origins. The korowai provides one way for Te Hiku o Te Ika iwi to exercise kaitiakitianga to inform the management of conservation land. The korowai recognises these different perspectives and seeks a path where the ongoing and evolving future relationship is founded on a shared respect for conservation.

SETTLEMENT LEGISLATION

7.8 The settlement legislation will give effect to as necessary the matters set out in this part and Appendices One, Three and Four to this part.

SUMMARY OF THE KOROWAI

7.9 The korowai for enhanced conservation is a mechanism that:

7.9.1 supports the current conservation regime as a cloak or "korowai" of conservation practices in Te Hiku o Te Ika, including local hapū participation in conservation;

7.9.2 provides for the Department of Conservation and Te Hiku o Te Ika iwi to work together to enhance conservation in Te Hiku o Te Ika; and

7.9.3 consists of the following elements:

(a) manawhenua statement;

(b) background, summary and shared relationship principles;

(c) Te Hiku o Te Ika Conservation Board;

(d) Te Hiku o Te Ika Conservation Management Strategy;

(e) engagement with the New Zealand Conservation Authority;

(f) engagement with the Minister of Conservation;

(g) decision-making framework;

(h) transfer to iwi of specific decision-making functions;

(i) access to customary materials;

(j) wāhi tapu framework;

(k) Te Rerenga Wairua; and

(l) relationship and operational matters

(the "**korowai**").

SHARED RELATIONSHIP PRINCIPLES

7.10 The parties are committed to establishing, maintaining and strengthening their positive, co-operative and enduring relationships. The following mutually agreed general relationship principles guide relationships between Te Hiku o Te Ika iwi and the Crown under the korowai following the settlement of historic Treaty grievances:

7.10.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;

7.10.2 respect the autonomy of the parties and their individual mandates, roles and responsibilities;

7.10.3 actively work together using shared knowledge and expertise;

7.10.4 co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

7.10.5 engage early on issues of known interest to either of the parties;

7.10.6 enable and support the use of te reo and tikanga Māori; and

7.10.7 acknowledge that the parties' relationship is evolving.

7.11 The korowai will also be guided by the following principles that relate specifically to conservation:

7.11.1 promote and support conservation values;

7.11.2 ensure public access to conservation land;

7.11.3 acknowledge the Kaupapa Tuku Iho/inherited values underpinning manawhenua as set out in the manawhenua statement;

7.11.4 support a conservation ethos by:

(a) integrating an indigenous perspective; and

(b) enhancing a national identity;

7.11.5 recognise and acknowledge the role and value of the cultural practices of local hapū in conservation management; and

7.11.6 recognise the full range of public interests in conservation land and taonga.

TE HIKU O TE IKA CONSERVATION BOARD

7.12 The settlement legislation will establish a new conservation board for Te Hiku o Te Ika ("Te **Hiku o Te Ika Conservation Board**").

7.13 The area covered by the Te Hiku o Te Ika Conservation Board will be the korowai area.

7.14 The Te Hiku o Te Ika Conservation Board will:

7.14.1 be established as if that board was established under section 6L of the Conservation Act 1987; and

7.14.2 will have the status of a conservation board under that Act.

7.15 The role of the Te Hiku o Te Ika Conservation Board will be to carry out those functions specified in section 6M of the Conservation Act 1987.

7.16 The Northland Conservation Board will have no jurisdiction over the korowai area from the commencement date referred to in clause 7.135.

Appointment of Board Members

7.17 Subject to clauses 7.136 to 7.140 the Te Hiku o Te Ika Conservation Board will consist of 10 members as follows:

7.17.1 one member appointed by the Minister on the nomination of Te Rūnanga Nui trustees;

7.17.2 one member appointed by the Minister on the nomination of the Ngāti Kuri governance entity;

7.17.3 one member appointed by the Minister on the nomination of Te Rūnanga o NgāiTakoto;

7.17.4 one member appointed by the Minister on the nomination of Te Rūnanga o Te Rarawa;

7.17.5 one member appointed by the Minister on the nomination of the Ngāti Kahu governance entity; and

7.17.6 five members appointed by the Minister.

7.18 When appointing a member under clauses 7.17.1 to 7.17.5:

7.18.1 the Minister may only appoint a person who has been nominated by the relevant governance entity; and

7.18.2 if the Minister is concerned as to the ability of a person who is nominated by a governance entity to properly discharge the obligations of a Conservation Board member, the Minister will:

(a) inform the governance entity of those concerns;

(b) seek to resolve those concerns through discussion with the governance entity;

(c) if those concerns are not resolved seek an alternate nomination from the governance entity;

(d) if necessary, continue the process set out in clauses 7.18.2(a) to (c) until the Minister has received an acceptable nomination from the governance entity; and

(e) appoint a member once the Minister has received an acceptable nomination from the governance entity.

7.19 The Minister will remove a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity if that governance entity requests the Minister to remove that member.

7.20 If the Minister is concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity is unable to properly discharge his or her obligations as a conservation board member, the Minister will:

7.20.1 inform the governance entity of those concerns;

7.20.2 seek to resolve those concerns through discussion with the governance entity;

7.20.3 if those concerns are not resolved, and the Minister determines that the member is unable to properly discharge his or her obligations as a conservation board member, remove the member;

7.20.4 if clause 7.20.3 applies, seek an alternate nomination from the governance entity; and

7.20.5 if clauses 7.20.3 and 7.20.4 apply, appoint a new member in accordance with the process set out in clause 7.18.

7.21 If Te Hiku o Te Ika iwi are concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed under clause 7.17.6 is unable to properly discharge his or her obligations as a conservation board member:

7.21.1 Te Hiku o Te Ika iwi may give notice to the Minister setting out the nature of the concern;

7.21.2 if the Minister receives notice under clause 7.21.1, the Minister will consider the matters set out in the notice;

7.21.3 if the Minister considers that the member in question is unable to properly discharge his or her obligations as a conservation board member for a reason set out in section 6R(2) of the Conservation Act 1987, the Minister may remove that member and appoint another member; and

7.21.4 the Minister will give notice to Te Hiku o Te Ika iwi of the outcome of the process set out in this clause.

7.22 If the Board consists of eight members, those members will be as follows:

7.22.1 four members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

7.22.2 four members appointed by the Minister of Conservation.

7.23 If the Board consists of six members, those members will be as follows:

7.23.1 three members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

7.23.2 three members appointed by the Minister of Conservation.

7.24 The quorum for a meeting of the Te Hiku o Te Ika Conservation Board is:

7.24.1 if there are six or eight members of the Board:

(a) two of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) two of the members appointed by the Minister; or

7.24.2 if there are 10 members of the Board:

(a) three of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) three of the members appointed by the Minister.

7.25 Decisions of the Te Hiku o Te Ika Conservation Board will be made:

7.25.1 by vote at a meeting; and

7.25.2 by a minimum of 70% majority of those members present and voting at a meeting of the Board.

7.26 The provisions of the Conservation Act 1987 relating to conservation boards apply to the Te Hiku o Te Ika Conservation Board in the manner set out in Appendix One.

TE HIKU O TE IKA CONSERVATION MANAGEMENT STRATEGY

7.27 The Northland Conservation Management Strategy will consist of two parts:

7.27.1 one part that applies to the korowai area ("Te **Hiku o** Te **Ika CMS**"); and

7.27.2 a second part that applies to the remaining area not covered by the Te Hiku o Te Ika CMS.

Effect of Te Hiku o Te Ika CMS

7.28 The Te Hiku o Te Ika CMS is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987 and has the same effect as if it were a conservation management strategy prepared and approved under that Act.

7.29 Sections 17F, 17H, and 17I of that Act do not apply to the preparation, approval, review, or amendment of the Te Hiku o Te Ika CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku o Te Ika CMS.

Preliminary agreement

7.30 Before Te Hiku o Te Ika iwi and the Director-General commence preparation of a draft Te Hiku o Te Ika CMS, they must meet to develop a plan covering:

7.30.1 the principal matters to be addressed in the draft Te Hiku o Te Ika CMS;

7.30.2 the manner in which those matters are to be addressed; and

7.30.3 the practical steps that Te Hiku o Te Ika iwi and the Director-General will take in preparing and seeking approval of the draft Te Hiku o Te Ika CMS.

Draft Te Hiku o Te Ika CMS

7.31 Not later than 12 months after the commencement date referred to in clause 7.135, Te Hiku o Te Ika iwi and the Director-General must commence preparation of a draft Te Hiku o Te Ika CMS in consultation with:

7.31.1 the Te Hiku o Te Ika Conservation Board; and

7.31.2 any other persons or organisations that the parties agree are appropriate.

7.32 Te Hiku o Te Ika iwi and the Director-General may agree a later date to commence the preparation of the draft Te Hiku o Te Ika CMS.

Notification of draft Te Hiku o Te Ika CMS

7.33 As soon as is practicable, but not later than 12 months after the date when preparation of the draft Te Hiku o Te Ika CMS commences, the Director-General must:

7.33.1 notify the draft Te Hiku o Te Ika CMS in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and

7.33.2 give notice of the draft Te Hiku o Te Ika CMS to the relevant local authorities.

7.34 The notices under clause 7.33 must:

7.34.1 state that the draft Te Hiku o Te Ika CMS is available for inspection at the places and times specified in the notice; and

7.34.2 invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be at least 40 business days after the date of the notice.

7.35 The draft Te Hiku o Te Ika CMS must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, with publicity to encourage public participation in the development of the draft Te Hiku o Te Ika CMS.

7.36 Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, seek views on the draft Te Hiku o Te Ika CMS from any person or organisation that they consider appropriate.

Submissions

7.37 Any person may lodge a submission on the draft Te Hiku o Te Ika CMS with the Director-General before the date specified in the notice referred to in clause 7.34.2.

7.38 A submission may state that the submitter wishes to be heard in support of their submission.

7.39 The Director-General must provide copies of any submissions to Te Hiku o Te Ika iwi within five business days of receiving the submission.

7.40 Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of:

7.40.1 Te Hiku o Te Ika iwi;

7.40.2 the Director-General; and

7.40.3 the Te Hiku o Te Ika Conservation Board.

7.41 The representatives of Te Hiku o Te Ika iwi, the Director-General and the Te Hiku o Te Ika Conservation Board may hear any other person or organisation whose views on the draft Te Hiku o Te Ika CMS were sought under clause 7.36.

7.42 The hearing of submissions must be concluded not later than two months after the date specified in the notice referred to in clause 7.34.2.

7.43 Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of:

7.43.1 the submissions on the draft Te Hiku o Te Ika CMS; and

7.43.2 any other views on it made known to Te Hiku o Te Ika iwi and the Director-General pursuant to clause 7.36.

Revision of draft Te Hiku o Te Ika CMS

7.44 Te Hiku o Te Ika iwi and the Director-General must, after considering the submissions heard and other views received:

7.44.1 revise the draft Te Hiku o Te Ika CMS, as they consider appropriate; and

7.44.2 not later than six months after the hearing of submissions is concluded, provide to the Te Hiku o Te Ika Conservation Board:

(a) the draft Te Hiku o Te Ika CMS as revised; and

(b) the summary prepared under clause 7.43.

Submission of draft Te Hiku o Te Ika CMS to Conservation Authority

7.45 After considering the draft Te Hiku o Te Ika CMS and the summary received under clause 7.44.2, the Te Hiku o Te Ika Conservation Board:

7.45.1 may request Te Hiku o Te Ika iwi and the Director-General to further revise the draft Te Hiku o Te Ika CMS; and

7.45.2 must submit to the Conservation Authority, for its approval, the draft Te Hiku o Te Ika CMS, together with:

(a) a written statement on any matters that Te Hiku o Te Ika iwi, the Director-General or the Te Hiku o Te Ika Conservation Board are not able to agree; and

(b) a copy of the summary provided to the board under clause 7.44.

7.45.3 The Te Hiku o Te Ika Conservation Board must provide the draft Te Hiku o Te Ika CMS received under clause 7.44.2 to the Conservation Authority not later than six months after that draft document was provided to the Board, unless a later date is directed by the Minister.

Approval of Te Hiku o Te Ika CMS

7.46 The Conservation Authority:

7.46.1 must consider the draft Te Hiku o Te Ika CMS and any relevant information provided to it under clause 7.45.2; and

7.46.2 may consult with any person or organisation that it considers appropriate, including:

(a) Te Hiku o Te Ika iwi;

(b) the Director-General; and

(c) the Te Hiku o Te Ika Conservation Board.

7.47 After considering the draft Te Hiku o Te Ika CMS and any relevant information provided under clause 7.45.2, the Conservation Authority must:

7.47.1 make any amendments to the draft Te Hiku o Te Ika CMS that it considers appropriate; and

7.47.2 provide the draft Te Hiku o Te Ika CMS and other relevant information to the Minister and Te Hiku o Te Ika iwi.

7.48 The Minister and Te Hiku o Te Ika iwi must jointly:

7.48.1 consider the draft Te Hiku o Te Ika CMS; and

7.48.2 return the draft Te Hiku o Te Ika CMS to the Conservation Authority with any written recommendations the Minister and Te Hiku o Te Ika iwi consider appropriate.

7.49 The Conservation Authority, after having regard to any recommendations received under clause 7.48.2, must either:

7.49.1 make any amendments that it considers appropriate and then approve the draft Te Hiku o Te Ika CMS; or

7.49.2 return it to the Minister and Te Hiku o Te Ika iwi for further consideration in accordance with clause 7.48, with any new information that the Authority wishes them to consider; before the draft Te Hiku o Te Ika CMS is amended, if appropriate, and then approved.

7.50 Once Te Hiku o Te Ika CMS is approved, those parts of the Northland Conservation Strategy that apply to the korowai area, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area.

Review procedure

7.51 At any time, Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate a review of the Te Hiku o Te Ika CMS as a whole or in part.

7.52 In particular, a review may be commenced under clause 7.51, with the agreement of the Ngāti Kahu governance entity, to provide for the Te Hiku o Te Ika CMS to cover the Ngāti Kahu area of interest if that area is not already covered.

7.53 If as a result of a review under clause 7.52 the Te Hiku o Te Ika CMS is extended to cover the Ngāti Kahu area of interest, from the date of the approval of the reviewed Te Hiku o Te Ika CMS that provides for that extension, those parts of the Northland

Conservation Strategy that apply to the Ngāti Kahu area of interest, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area of interest.

7.54 A review must be carried out in accordance with the process set out in clauses 7.30 to 7.50 as if those provisions related to the review procedure with any necessary modifications.

7.55 Te Hiku o Te Ika iwi and the Director-General must commence a review of the whole of the Te Hiku o Te Ika CMS not later than 10 years after the date of its initial or last approval (as the case may be), unless the Minister, after consulting with the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

Amendment procedure

7.56 At any time Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate amendments to the whole or a part of the Te Hiku o Te Ika CMS.

7.57 Unless clauses 7.58 or 7.59 apply, amendments must be made in accordance with the process set out in clauses 7.30 to 7.50 as if those provisions related to the amendment procedure with any necessary modifications.

7.58 If Te Hiku o Te Ika iwi and the Director-General consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku o Te Ika CMS or the public interest in the relevant conservation matters:

7.58.1 Te Hiku o Te Ika iwi and the Director-General must send the proposed amendments to the Te Hiku o Te Ika Conservation Board; and

7.58.2 the proposed amendments must be dealt with in accordance with clauses 7.45 to 7.49, as if those provisions related to the amendment procedure.

7.59 If the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku o Te Ika CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku o Te Ika CMS without following the processes prescribed under clauses 7.57 or 7.58.

7.60 The Director-General must notify any amendments made under clause 7.59 to the Te Hiku o Te Ika Conservation Board without delay.

Dispute resolution

Application of dispute resolution procedure

7.61 Clauses 7.62 to 7.72 apply to any dispute arising between Te Hiku o Te Ika iwi and the Director-General at any stage in the process for preparing and approving the Te Hiku o Te Ika CMS.

7.62 If, at any stage in that process, a party refers a dispute for resolution, the calculation of any prescribed period of time is stopped until the dispute is resolved and the parties resume the process at the point where it was interrupted.

Process for resolution of disputes

7.63 If, at any stage in the process referred to in clause 7.61, Te Hiku o Te Ika iwi and the Director-General are not able to resolve a dispute within a reasonable time, either party may:

7.63.1 give written notice to the other of the issues in dispute ("**notice**"); and

7.63.2 require the process under clauses 7.64 to 7.66 to be followed.

7.64 Within 15 business days of the date of the notice given under clause 7.63.1, a representative appointed by Te Hiku o Te Ika iwi and a representative of the Director-General based in the Northland conservancy must meet in good faith to seek to resolve the dispute.

7.65 If that meeting does not result in a resolution within 20 business days after the date of the notice, the Director-General and the representative(s) appointed by Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.

7.66 The Minister and the representative(s) appointed by Te Hiku o Te Ika iwi must, if those parties agree, meet in good faith to seek to resolve the dispute if:

7.66.1 the dispute has not been resolved within 30 business days after the date of the notice; and

7.66.2 the dispute is a matter of significance to both parties.

7.67 A resolution reached under this section is valid only to the extent that it is not inconsistent with the statutory obligations of the parties.

Mediation

7.68 If resolution is not reached within a reasonable time under clauses 7.64 to 7.66, either of Te Hiku o Te Ika iwi or the Director-General may require the dispute to be referred to mediation by giving written notice to the other party ("**mediation notice**").

7.69 The parties must seek to agree on one or more persons to conduct a mediation or, if agreement is not reached within 15 business days of the mediation notice, the person who gave notice must notify the President of the New Zealand Law Society in writing, requesting the appointment of a mediator to assist the parties to reach a settlement of the dispute.

7.70 A mediator appointed under clause 7.69:

7.70.1 must be familiar with tikanga;

7.70.2 must be independent of the dispute; and

7.70.3 does not have the power to determine the dispute, but may give non-binding advice.

7.71 Te Hiku o Te Ika iwi and the Director-General must participate in good faith in the mediation.

7.72 Te Hiku o Te Ika iwi and the Director-General must:

7.72.1 share the costs of a mediator and related expenses equally; but

7.72.2 in all other respects, meet their own costs and expenses in relation to the mediation.

ENGAGEMENT WITH THE NEW ZEALAND CONSERVATION AUTHORITY

7.73 Where Te Hiku o Te Ika iwi wish to discuss a matter of national importance in relation to conservation land or resources in the korowai area, Te Hiku o Te Ika iwi may make a request to address a regular scheduled meeting of the New Zealand Conservation Authority.

7.74 The Director-General will provide to Te Hiku o Te Ika iwi an annual meeting schedule for the New Zealand Conservation Authority.

7.75 Where Te Hiku o Te Ika iwi make a request to attend a scheduled meeting of the New Zealand Conservation Authority that request:

7.75.1 must be in writing;

7.75.2 must set out the matter of national importance that Te Hiku o Te Ika iwi wish to discuss; and

7.75.3 must be given to the New Zealand Conservation Authority not less than 20 business days prior to the date of a scheduled meeting.

7.76 The New Zealand Conservation Authority must respond to Te Hiku o Te Ika iwi not less than 10 business days prior to that scheduled meeting stating that Te Hiku o Te Ika iwi will be able to:

7.76.1 attend that scheduled meeting; or

7.76.2 attend a subsequent scheduled meeting.

ENGAGEMENT WITH THE MINISTER OF CONSERVATION

7.77 There will be an annual meeting between the Minister of Conservation or Associate Minister of Conservation and Te Hiku o Te Ika iwi leaders.

7.78 The purpose of the annual meeting will be to address the progress of the korowai as the means of articulating the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.

7.79 The annual meeting will be held in a venue to be agreed.

7.80 The attendees at the annual meeting will be:

7.80.1 Te Hiku o Te Ika iwi leaders; and

7.80.2 the Minister or Associate Minister of Conservation, or if neither are able to attend and with the agreement of Te Hiku o Te Ika iwi, a senior delegate appointed by the Minister.

7.81 The date of the annual meeting will be agreed between the Minister's office and the contact person for Te Hiku o Te Ika iwi.

7.82 Prior to the annual meeting, Te Hiku o Te Ika iwi will propose an agenda and will provide any other relevant information in time for that information to be properly considered.

DECISION-MAKING FRAMEWORK

7.83 The decision-making framework consists of:

7.83.1 **Part A**: an acknowledgement in relation to section 4 of the Conservation Act 1987; and

7.83.2 **Part B**: a decision-making framework to apply to conservation decisions in the korowai area.

Part A: Acknowledgement in relation to section 4

7.84 Section 4 of the Conservation Act 1987 states:

> *"This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".*

7.85 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.

7.86 As an overriding approach, when making decisions under conservation legislation in the korowai area, the relevant decision maker will:

7.86.1 apply section 4 of the Conservation Act 1987:

(a) in a manner commensurate with the nature and degree of Te Hiku o Te Ika iwi interest in the area and subject matter of the relevant decision; and

(b) in a meaningful and transparent manner; and

7.86.2 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to the extent required under the conservation legislation.

Part B: Conservation decision-making framework

7.87 The parties acknowledge and agree that while section 4 of the Conservation Act 1987 applies to all decisions made under the conservation legislation, the nature and extent of that obligation will vary depending on the circumstances.

7.88 Te Hiku o Te Ika iwi and the Director-General will, by the commencement date referred to in clause 7.135, discuss and agree a schedule identifying:

7.88.1 any decisions that do not require the application of the decision-making framework;

7.88.2 any decisions for the which the decision-making framework may be modified, and the nature of that modification; and

7.88.3 in particular, how the decision-making framework will be modified to reflect the need for decisions to be made at a national level that may affect Te Hiku o Te Ika.

7.89 The Director-General and Te Hiku o Te Ika iwi will approach the discussions referred to in clause 7.88 in a co-operative manner recognising the need to achieve a pragmatic balance between:

7.89.1 providing for the interests of Te Hiku o Te Ika iwi in conservation decision-making; and

7.89.2 allowing statutory functions to be discharged and decisions to be made in an efficient and timely manner (including, for example, in relation to day-to-day management, and decision-making at a national level that may affect Te Hiku o Te Ika).

7.90 The Director-General and Te Hiku o Te Ika iwi may agree to review the schedule referred to in clause 7.88 from time to time.

7.91 Te Hiku o Te Ika iwi may from time to time, by notice to the Director-General, waive any rights under the decision-making framework, and in doing so Te Hiku o Te Ika iwi will state the extent and duration of that waiver.

7.92 The decision-making framework involves the following stages:

7.92.1 **Stage One**: the Director-General will notify Te Hiku o Te Ika iwi of the relevant decision to be made and the timeframe for a response;

7.92.2 **Stage Two**: Te Hiku o Te Ika iwi will, within the timeframe for response, notify the Director-General of:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision; and

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision;

7.92.3 **Stage Three**: the Director-General will respond to Te Hiku o Te Ika iwi confirming:

(a) the Director-General's understanding of the matters conveyed under clause 7.92.2;

(b) how the matters conveyed under clause 7.92.2 will be included in the decision-making process; and

(c) whether any immediately apparent issues arise out of the matters conveyed under clause 7.92.2;

7.92.4 **Stage Four**: the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:

(a) consider the confirmation of the Director-General's understanding provided under clause 7.92.3, and any clarification or correction provided by Te Hiku o Te Ika iwi in relation to that confirmation;

(b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and any other considerations in the decision-making process;

(c) in making the decision, where a relevant Te Hiku o Te Ika iwi interest is identified, give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:

(i) in a meaningful and transparent manner; and

(ii) in a manner commensurate with the nature and degree of the iwi interest; and

(d) in complying with clause 7.92.4(c)(ii), where the circumstances justify it, give a reasonable degree of preference to the iwi interest;

7.92.5 **Stage Five**: the relevant decision maker will record in writing as part of a decision document:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision as conveyed to the Director-General under clause 7.92.2(a);

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision as conveyed to the Director-General under clause 7.92.2(b); and

(c) how, in making that decision, the relevant decision maker complied with section 4 of the Conservation Act 1987; and

7.92.6 **Stage Six**: the relevant decision maker will communicate the decision to Te Hiku o Te Ika iwi including the matters set out in clause 7.92.5.

7.93 The Director-General and Te Hiku o Te Ika iwi will:

7.93.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and

7.93.2 no later than two years after settlement date, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

TRANSFER TO IWI OF SPECIFIC DECISION-MAKING FUNCTIONS

7.94 The transfer of decision-making functions applies to decisions regarding:

7.94.1 the possession of dead parts of protected fauna for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan;

7.94.2 the taking of parts of flora from conservation protected areas for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan; and

7.94.3 the identification and management of wāhi tapu and sites of significance in accordance with the wāhi tapu framework.

CUSTOMARY MATERIALS

7.95 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree a plan covering:

7.95.1 the customary take of flora material within conservation protected areas within the korowai area; and

7.95.2 the possession of dead protected fauna that is found within the korowai area

("**customary materials plan**").

7.96 The customary materials plan will:

7.96.1 provide a tikanga perspective on customary materials;

7.96.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;

7.96.3 identify sites for customary take of flora material within conservation protected areas;

7.96.4 identify permitted methods for and quantities of customary take of flora material within those areas;

7.96.5 identify parameters for the possession of dead protected fauna;

7.96.6 identify monitoring requirements;

7.96.7 include the following matters relating to relevant species:

(a) taxonomic status;

(b) threatened status or rarity;

(c) the current state of knowledge;

(d) whether the species is the subject of a species recovery plan; and

(e) other similar and relevant information; and

7.96.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between Te Hiku o Te Ika iwi and the Director-General.

7.97 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree the first customary materials plan by the commencement date referred to in clause 7.135.

7.98 From the date of this deed until the commencement date referred to in clause 7.135:

7.98.1 a separate pataka committee comprising a representative appointed by the governance entity of each Te Hiku o Te Ika iwi will be established for Te Hiku o Te Ika;

7.98.2 if at the signing of this deed a governance entity has not been approved for one or more Te Hiku o Te Ika iwi, a representative may be appointed to represent the relevant iwi by the mandated negotiators for that iwi; and

7.98.3 if one or more of Te Hiku o Te Ika iwi do not appoint a representative to the pataka committee, that will not prevent or otherwise affect the operation of that committee.

7.99 Te Hiku o Te Ika iwi and the Director-General will commence a review of the first agreed version of the customary materials plan not later than 24 months after the commencement date referred to in clause 7.135.

7.100 Te Hiku o Te Ika iwi and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of no more than five years from the completion of the last review.

7.101 Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take flora materials or possess dead protected fauna:

7.101.1 in accordance with the customary materials plan; and

7.101.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

7.102 Where Te Hiku o Te Ika iwi or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:

7.102.1 Te Hiku o Te Ika iwi and the Director-General will engage for the purposes of seeking to address that conservation issue; and

7.102.2 Te Hiku o Te Ika iwi and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:

(a) the Director-General considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna; and

(b) Te Hiku o Te Ika iwi and the Director-General agreeing to amend the customary materials plan.

7.103 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 7.102.2:

7.103.1 the Director-General may give notice to Te Hiku o Te Ika iwi that any identified component of the customary materials plan is suspended; and

7.103.2 from the date set out in the notice under clause 7.103.1, clause 7.101 will not apply in respect of any component of the customary materials plan that has been suspended.

7.104 Where the Director-General takes action under clause 7.103, Te Hiku o Te Ika iwi and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable.

7.105 For the purposes of clauses 7.95 to 7.104:

7.105.1 **conservation protected area** in relation to the customary take of flora material means an area above the line of mean high water springs that is:

(a) a conservation area under the Conservation Act 1987;

(b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or

(c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

7.105.2 **customary take** means the take and use of flora materials for customary purposes;

7.105.3 **dead protected fauna** means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;

7.105.4 **flora material** means parts of plants taken in accordance with the customary materials plan; and

7.105.5 **flora** means any member of the plant kingdom, and includes any alga, bacterium or fungus, and any plant or seed or spore from any plant.

WĀHI TAPU FRAMEWORK

Background

7.106 Wāhi tapu have special significance to Te Hiku o Te Ika iwi and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas such as:

7.106.1 burial sites, (usually caves or groves of certain trees);

7.106.2 battle sites where blood has been spilt;

7.106.3 sites where sacred objects are stored; and

7.106.4 sites (or altars) where prayer and other sacred activities occur and areas that have been established as places of healing.

7.107 The parties have agreed to work together to develop a plan for the management of wāhi tapu including, where appropriate, management by the manawhenua hapū and iwi associated with them.

7.108 The process set out below is intended to provide the basis for that plan, and to ensure the plan is taken into account in strategic and annual conservation planning documents.

Wāhi tapu framework

7.109 Te Rūnanga Nui trustees may provide to the Director-General a description of the wāhi tapu on conservation land in the relevant area of interest, which can include, but is not limited to:

7.109.1 the general location;

7.109.2 the nature of the wāhi tapu;

7.109.3 a description of the site; and

7.109.4 the associated hapū and iwi kaitiaki.

7.110 Te Rūnanga Nui trustees may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 7.109.

7.111 If Te Rūnanga Nui trustees give notice under clause 7.110, Te Rūnanga Nui trustees and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.

7.112 The wāhi tapu management plan agreed between Te Rūnanga Nui trustees and the Director-General may:

7.112.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and

7.112.2 provide for the persons identified by Te Rūnanga Nui trustees to undertake management activities on conservation land in relation to specified wāhi tapu.

7.113 Where in accordance with clause 7.112.2 a wāhi tapu management plan includes an agreement for persons authorised by Te Rūnanga Nui trustees to undertake management activities:

7.113.1 the plan must specify the scope and duration of the work that may be undertaken; and

7.113.2 the plan will constitute lawful authority for the work specified in clause 7.109.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

7.114 A wāhi tapu management plan will be:

7.114.1 prepared in a manner agreed between Te Rūnanga Nui trustees and the Director-General and without undue formality;

7.114.2 reviewed at intervals to be agreed between those parties; and

7.114.3 made publicly available if the parties consider that appropriate.

7.115 The Te Hiku o Te Ika Conservation Management Strategy will:

7.115.1 refer to the wāhi tapu framework;

7.115.2 reflect the relationship between Te Hiku o Te Ika iwi and wāhi tapu;

7.115.3 reflect the importance of the protection of wāhi tapu; and

7.115.4 acknowledge the role of the wāhi tapu management plan.

7.116 The discussion between Te Hiku o Te Ika iwi and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:

7.116.1 management activities in relation to wāhi tapu; and

7.116.2 any relevant wāhi tapu management plan.

7.117 Where Te Rūnanga Nui trustees provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

TE RERENGA WAIRUA

Background

7.118 Te Rerenga Wairua is a sacred place for Te Hiku o Te Ika iwi and all of Māoridom - it is an iconic site of significance - historically, culturally and most importantly spiritually. The famous Polynesian explorer Kupe identified Te Rerenga Wairua as the "Departing Place of the Spirits" - the place from which Māori could return to the ancestral homeland of Hawaiki. Relevant manawhenua Te Hiku o Te Ika iwi are the kaitiaki of both the spirit trail (Te Ara Wairua) which runs up both sides of the coast of Te Hiku o Te Ika and Te Rerenga Wairua itself.

7.119 Te Rerenga Wairua as the northernmost promontory of Aotearoa/New Zealand is also an iconic place for all of New Zealand with historic, geographic and environmental significance. Multitudes of visitors come to Te Rerenga Wairua attracted by the wild beauty of its lands, seas and sky.

7.120 The purpose of Te Rerenga Wairua redress is to protect the spiritual and cultural integrity of Te Rerenga Wairua by providing for certain key decisions in relation to Te Rerenga Wairua to be made jointly by Ngāti Kuri, Te Aupōuri and NgāiTakoto ("**the three iwi**") and the Crown, taking into account the views of the other kaitiaki iwi of Te Hiku o Te Ika.

7.121 The three iwi and the Minister/Department of Conservation will, under the terms of the "korowai for enhanced conservation", work together to protect the spiritual, cultural and conservation values in an area of Crown land surrounding this sacred place called Te Rerenga Wairua Reserve.

Decision-making

7.122 Where a relevant process is commenced or a relevant application is received in relation to Te Rerenga Wairua Reserve:

7.122.1 the Director-General will give notice of the commencement of that process or receipt of that application to the three iwi ("**initial notice**");

7.122.2 the initial notice will include sufficient information to allow the three iwi to understand the nature of the relevant process or relevant application;

7.122.3 the Director-General will give a subsequent notice ("**decision notice**") specifying a date by which a decision is required from the three iwi and the Minister or the Director-General (as the case may be) ("**decision date**"); and

7.122.4 the decision notice will include:

(a) ail relevant information required to make an informed decision; and

(b) where relevant, a briefing or report from the Department to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application.

7.123 The initial notice will be given as soon as is practicable after the relevant process is commenced or the relevant application is received.

7.124 The decision notice will be given:

7.124.1 at the time that the Department has completed a briefing or report to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application; or

7.124.2 where no briefing or report is to be prepared, at the time that the relevant process or relevant application has reached a stage that a decision may be made.

7.125 The three iwi and the Director-General:

7.125.1 will maintain open communication in relation to the relevant process or the relevant application;

7.125.2 may meet to discuss the relevant process or relevant application; and

7.125.3 will give notice to each other by the decision date of their respective decisions in relation to the relevant process or relevant application.

7.126 A relevant process may only proceed with the agreement of:

7.126.1 all of the three iwi; and

7.126.2 the Minister or the Director-General (as the case may be).

7.127 A relevant application may only be granted with the agreement of:

7.127.1 all of the three iwi; and

7.127.2 the Minister or the Director-General (as the case may be).

7.128 Either party may instigate a dispute resolution process if that party considers it necessary or appropriate to resolve any matters relating to a relevant process or relevant application.

RELATIONSHIP AND OPERATIONAL MATTERS

7.129 The parties acknowledge and agree that:

7.129.1 effective relationships between Te Hiku o Te Ika iwi and the Department of Conservation are essential to support the other mechanisms in the korowai; and

7.129.2 those relationships will evolve over time.

7.130 By the commencement date referred to in clause 7.133, Te Hiku o Te Ika iwi and the Director-General will enter into the relationship agreement covering the korowai area in the form set out in Appendix Two, covering the following matters:

7.130.1 engagement in Departmental business and management planning processes;

7.130.2 input into specific conservation activities/projects including species research projects;

7.130.3 communication processes including timeframes, meetings, and information sharing on operational and planning matters;

7.130.4 pest control;

7.130.5 concession opportunities;

7.130.6 marine mammal strandings;

7.130.7 species/research projects;

7.130.8 opportunities for Te Hiku o Te Ika iwi to provide professional services;

7.130.9 freshwater quality and freshwater fisheries issues;

7.130.10 new protected areas;

7.130.11 training and employment opportunities;

7.130.12 visitor and public information;

7.130.13 Resource Management Act 1991;

7.130.14 review of legislation;

7.130.15 contracting for services; and

7.130.16 change of place names.

7.131 Te Hiku o Te Ika iwi and the Director-General acknowledge:

7.131.1 that they will work together, on an ongoing basis, to:

(a) continue to improve their relationship; and

(b) find practical ways to give effect to the korowai and the relationship agreement; and

7.131.2 that the relationship agreement:

(a) is the first version of that agreement; and

(b) may need to be amended from time to time to reflect improvements agreed between the parties as the relationship develops.

7.132 The Te Hiku o Te Ika iwi and the Director-General must commence a joint review of the relationship agreement no later than two years after settlement date.

COMMENCEMENT OF KOROWAI REDRESS

7.133 The commencement date for the following redress will be the settlement date:

7.133.1 manawhenua statement, background and shared relationship principles;

7.133.2 engagement with the New Zealand Conservation Authority;

7.133.3 engagement with the Minister of Conservation;

7.133.4 wāhi tapu framework; and

7.133.5 relationship and operational matters.

7.134 The commencement date for the Te Rerenga Wairua redress will be the settlement date specified in the second settlement Act in time enacted to settle the historical claims of Ngāti Kuri, Te Aupōuri or NgāiTakoto.

7.135 The commencement date for the remainder of the korowai redress as set out below will be the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi ("**third settlement Act**"):

7.135.1 Te Hiku o Te Ika Conservation Board;

7.135.2 Te Hiku o Te Ika Conservation Management Strategy;

7.135.3 decision-making framework; and

7.135.4 customary materials.

INTERIM PARTICIPATION OF REMAINING IWI

7.136 In clauses 7.137 to 7.140 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

7.137 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting each of the remaining iwi to participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

7.138 The notice referred to in clause 7.137 must:

7.138.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

7.138.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Hiku o Te Ika Conservation Board on an interim basis, including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

7.139 Once the Ministers are satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 7.138.2, the Ministers must give notice in writing to that remaining iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

7.140 To avoid doubt:

7.140.1 If any conditions referred to in clause 7.138.2 are breached, the Ministers may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

7.140.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

INTERIM PARTICIPATION IN TE RERENGA WAIRUA REDRESS

7.141 In clauses 7.142 to 7.145 "**third iwi**" means where settlement legislation has been enacted for two of Ngāti Kuri, Te Aupōuri and NgāiTakoto, that iwi for which settlement legislation has not yet been enacted.

7.142 On the settlement date under the second settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting the third iwi to participate in the Te Rerenga Wairua redress on an interim basis.

7.143 The notice referred to in clause 7.142 must:

7.143.1 be given to the trustees of the post governance settlement entity for the third iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

7.143.2 specify:

(a) any conditions that must be satisfied before the third iwi may participate in the Te Rerenga Wairua redress on an interim basis, including a condition that a deed of settlement of historical Treaty claims has been signed by the Crown and that iwi; and

(b) any conditions of such participation.

7.144 Once the Ministers are satisfied that the third iwi has satisfied the conditions specified in the notice under clause 7.143.2, the Ministers must give notice in writing to that iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Rerenga Wairua on an interim basis.

7.145 To avoid doubt:

7.145.1 if any conditions referred to in clause 7.143.2 are breached, the Ministers may by notice in writing revoke the interim participation of the third iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

7.145.2 the interim participation by the third iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

TE HIKU O TE IKA IWI

7.146 In the korowai "**Te Hiku o Te Ika iwi**" means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

7.146.1 Te Aupōuri;

7.146.2 Te Rarawa;

7.146.3 NgāiTakoto;

7.146.4 Ngāti Kuri; and

7.146.5 Ngāti Kahu.

7.147 The parties acknowledge that:

7.147.1 the korowai must operate in a manner that reflects the mana and kaitiakitanga roles and responsibilities of the individual iwi; but

7.147.2 for a number of the korowai mechanisms to operate effectively there is a need for:

(a) Te Hiku o Te Ika iwi to collectively engage with the Department and other relevant persons or entities (while still recognising the mana and kaitiakitanga roles and responsibilities of the individual Iwi); and

(b) Te Hiku o Te Ika iwi to provide the Department with a primary contact point.

7.148 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will each appoint appropriate representative(s) to collectively engage on the following korowai mechanisms:

7.148.1 Te Hiku o Te Ika CMS;

7.148.2 customary materials plan; and

7.148.3 relationship agreement.

7.149 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will also identify a primary contact point for the Department in relation to the korowai mechanisms referred to in clause 7.148.

7.150 Te Hiku o Te Ika iwi will, as required, use their best endeavours to resolve matters collectively.

7.151 If concerned in relation to the operation of the korowai, Te Hiku o Te Ika iwi or the Director-General may convene a meeting to discuss:

7.151.1 the effectiveness of communication under the korowai;

7.151.2 the interaction between the Department, the individual governance entities; and

7.151.3 any steps required to improve communication so as to support the effective operation of the korowai.

DEFINITIONS

7.152 In this part, unless the context requires otherwise:

7.152.1 **conservation land** means land administered by the Department of Conservation under the conservation legislation;

7.152.2 **conservation legislation** means the Conservation Act 1987 and the Acts listed in Schedule One to that Act;

7.152.3 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 7.152.3(a) or 7.152.3(b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 7.152.3(c) applies to the marine and coastal area adjacent to the area referred to in clauses 7.152.3(a) or 7.152.3(b) (as the case may be) but only for the purposes of the korowai redress;

7.152.4 **korowai redress** means the redress set out in this part 7.

7.153 In clauses 7.118 to 7.128:

7.153.1 **Te Rerenga Wairua reserve** means area shown on the plan in Appendix Four;

7.153.2 **relevant application** means an application under the Reserves Act 1977 in relation to all or any part of Te Rerenga Wairua reserve for:

(a) a concession (section 59A of the Reserves Act 1977);

(b) any other authorisation under the Reserves Act 1977;

(c) a permit or authorisation under the Wildlife Act 1953; or

(d) an access arrangement under the Crown Minerals Act 1991; and

7.153.3 **relevant process** means a proposal in relation to all or any part of Te Rerenga Wairua reserve:

(a) to exchange Te Rerenga Wairua reserve (section 15 of the Reserves Act 1977);

(b) to revoke the reservation or change the classification of Te Rerenga Wairua reserve (section 24 of the Reserves Act 1977);

(c) in relation to the management or control of Te Rerenga Wairua reserve (sections 26 to 39 of the Reserves Act 1977); or

(d) in relation to the preparation of a management plan for Te Rerenga Wairua reserve (section 40B of the Reserves Act 1977);]

7.153.4 the **three iwi** means Ngāti Kuri, Te Aupōuri, and NgāiTakoto.

APPENDIX ONE

APPLICATION OF CONSERVATION ACT 1987 TO TE HIKU O TE IKA CONSERVATION BOARD

1.1 The settlement legislation will provide for the matters set out in this Appendix.

1.2 All statutory references are to the Conservation Act 1987.

Establishment, name and area

1.3 Te Hiku o Te Ika Conservation Board will be established under the settlement legislation as if that Board was established under section 6L(1).

1.4 Section 6L(2) (name of the conservation board) and section 6L(3) (area covered by the conservation board) do not apply to the Te Hiku o Te Ika Conservation Board.

Functions and powers

1.5 Section 6M (functions of boards) and section 6N (powers of boards) apply to the Te Hiku o Te Ika Conservation Board.

Annual report

1.6 Section 6O (annual report) applies to the Te Hiku o Te Ika Conservation Board, but the Te Hiku o Te Ika Conservation Board will provide the report to the Te Hiku o Te Ika iwi appointers at the same time that the report is provided to the New Zealand Conservation Authority.

Membership

1.7 Section 6P(1) (board to have 12 members) does not apply to the Te Hiku o Te Ika Conservation Board.

1.8 Section 6P(2) (process for appointment of board members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.9 Section 6P(3) (consultation with the Minister of Maori Affairs) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.10 Section 6P(4) (call for nominations) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.11 Sections 6P(5) to 6P(7D) (provisions relating to other iwi and settlements) do not apply to the Te Hiku o Te Ika Conservation Board.

1.12 Sections 6P(8) (notice of membership in the Gazette) and 6P(9) no Department employees to be members) apply to the Te Hiku o Te Ika Conservation Board.

Co-opted members

1.13 Section 6Q (co-opted members) applies to the Te Hiku o Te Ika Conservation Board.

Term of office

1.14 Section 6R(1) (term of office) applies to the Te Hiku o Te Ika Conservation Board.

1.15 Section 6R(2) (removal from office) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.16 Section 6R(3) (notice of resignation) applies to the Te Hiku o Te Ika Conservation Board, except that notice must also be given to the Board at the same time notice is given to the Minister.

1.17 Section 6R(4) (replacement members) applies to the Te Hiku o Te Ika Conservation Board.

1.18 Section 6R(4A) (replacement members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.19 Sections 6R(4B) (residue of term) and 6R(5) (continuation of member on Board until replacement appointed) apply to the Te Hiku o Te Ika Conservation Board.

Chairperson

1.20 Section 6S(1) (appointment of Chairperson) applies to the Te Hiku o Te Ika Conservation Board, except that the members of the Board will appoint the first Chairperson of the Board rather than the Minister making that appointment.

1.21 Sections 6S(2) (chairperson to preside) and 6S(3) (absence of chairperson) apply to the Te Hiku o Te Ika Conservation Board.

Meetings

1.22 Sections 6T(1) (initial and subsequent meetings) and 6T(2) (special meeting) apply to the Te Hiku o Te Ika Conservation Board.

1.23 Sections 6T(3) (quorum) 6T(4) (decision by majority) do not apply to the Te Hiku o Te Ika Conservation Board.

1.24 Section 6T(5) (voting rights of chairperson) applies to the Te Hiku o Te Ika Conservation Board, but the chairperson does not have a casting vote.

1.25 Sections 6T(6) (no invalidity) and 6T(7) (Board to regulate its own procedure) apply to the Te Hiku o Te Ika Conservation Board.

Director-General may attend meetings

1.26 Section 6U (Director-General may attend meetings) applies to the Te Hiku o Te Ika Conservation Board.

Servicing of the Board

1.27 Section 6V (Department to service the Board) applies to the Te Hiku o Te Ika Conservation Board.

Fees and expenses

1.28 Section 6W (fees and travelling expenses) applies to the Te Hiku o Te Ika Conservation Board.

APPENDIX TWO

KOROWAI FOR ENHANCED CONSERVATION

RELATIONSHIP AGREEMENT

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TE HIKU O TE IKA IWI

Background

1.1 Te Hiku o Te Ika iwi and the Crown agreed the korowai for enhanced conservation and this redress is reflected in the Te Aupōuri deed of settlement dated 28 January 2012.

1.2 The purpose of this relationship agreement is to:

1.2.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of the korowai for enhanced conservation; and

1.2.2 provide for a range of matters not otherwise addressed in the korowai for enhanced conservation.

1.3 The parties agree that:

1.3.1 the success of the korowai for enhanced conservation is dependent on effective relationships; and

1.3.2 the parties will work together to ensure that their relationships support the korowai for enhanced conservation.

Business and Management Planning

1.4 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.

1.5 The Department and Te Hiku o Te Ika iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the korowai area:

1.5.1 planning and budget priorities;

1.5.2 work plans and projects; and

1.5.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.

1.6 In the course of the annual business planning process, Te Hiku o Te Ika iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.

1.7 If a specific project is agreed, the Department and Te Hiku o Te Ika iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Te Hiku o Te Ika iwi of the reasons for this.

Input into specific conservation activities and projects

1.8 The Department will endeavour to support Te Hiku o Te Ika iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.

Communication

1.9 The Department and Te Hiku o Te Ika iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:

1.9.1 discussing operational issues, as required, at the initiative of either party;

1.9.2 the Department and Te Hiku o Te Ika iwi hosting meetings on an alternating basis; and

1.9.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act 1982 or Privacy Act 1993.

1.10 As part of ongoing communication, the Department and Te Hiku o Te Ika iwi may agree to review the implementation of the korowai.

1.11 The Department and Te Hiku o Te Ika iwi will brief relevant staff and Conservation Board members on the content of the korowai for enhanced conservation.

Concession opportunities

1.12 The Department will, if requested by Te Hiku o Te Ika iwi, assist the development of concession proposals involving members of Te Hiku o Te Ika iwi by providing technical advice on the concession process.

Pest Control

1.13 Within the first year of the operation of this relationship agreement, the Department and Te Hiku o Te Ika iwi will discuss:

1.13.1 species of pest plant and pest animals of particular concern within the korowai area;

1.13.2 the extent to which those pest species may impact on sites of significance to Te Hiku o Te Ika iwi;

1.13.3 ways in which those pest species may be controlled or eradicated.

1.14 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:

1.14.1 facilitate consultation with Te Hiku o Te Ika iwi on proposed pest control activities that it intends to undertake within the korowai area, particularly in relation to the use of poisons;

1.14.2 provide Te Hiku o Te Ika iwi with opportunities to provide feedback on programmes and outcomes; and

1.14.3 seek to coordinate its pest control programmes with those of Te Hiku o Te Ika iwi, particularly where Te Hiku o Te Ika iwi is the adjoining landowner.

Marine mammal strandings

1.15 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

1.16 Te Hiku o Te Ika iwi will be advised of marine mammal strandings within the korowai area. A co-operative approach will be adopted with Te Hiku o Te Ika iwi to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Te Hiku o Te Ika iwi before any decision is made to euthanise a marine mammal or gather scientific information.

1.17 The Department acknowledges that individual Te Hiku o Te Ika iwi may wish to enter into a memorandum of understanding (or similar document) with the Department in relation to whale strandings, and if that is the case, the Department will engage in that discussion in a proactive and co-operative manner.

Species/research projects

1.18 Te Hiku o Te Ika iwi will identify species of particular significance to Te Hiku o Te Ika iwi and the Department will engage with Te Hiku o Te Ika iwi to discuss opportunities for it to provide input and participate in:

1.18.1 developing, implementing and/or amending the application of national species recovery programmes for those species within the korowai area; and

1.18.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Te Hiku o Te Ika.

1.19 For species that have not been identified as being of particular significance to Te Hiku o Te Ika iwi, the Department will keep Te Hiku o Te Ika iwi informed of the national sites and species recovery programmes on which the Department will be actively working within the korowai area.

Freshwater Quality and Fisheries

Freshwater quality

1.20 The Department and Te Hiku o Te Ika iwi have a mutual concern to ensure effective riparian management and water quality management in the korowai area and that freshwater bodies are free from contamination. For Te Hiku o Te Ika iwi, the health and wellbeing of rivers within the Hokianga Rangaunu, Herekino, Whangapae, Parengarenga, Houhora and other waterways is of primary importance.

1.21 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

1.22 Te Hiku o Te Ika iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within the korowai area (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.

1.23 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Te Hiku o Te Ika.

New Protected Areas

1.24 If the Department proposes to establish:

1.24.1 new, or to reclassify existing, conservation land; or

1.24.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary);

the Department will notify Te Hiku o Te Ika iwi at an early stage and engage with Te Hiku o Te Ika iwi to ascertain its views on the proposal.

Training and Employment opportunities

1.25 The Department and Te Hiku o Te Ika iwi will work together to identify opportunities for conservation capacity building for Te Hiku o Te Ika iwi and Departmental staff.

1.26 The Department and Te Hiku o Te Ika iwi will inform each other of any conservation-related educational or training opportunities (such as ranger training courses, short term employment opportunities or secondments). These could include opportunities for the Department's staff to learn about Te Hiku o Te Ika iwi tikanga and matauranga and for members of Te Hiku o Te Ika iwi to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

1.27 When opportunities for conservation capacity building are available, the Department and Te Hiku o Te Ika iwi will seek to ensure that the other's staff or members are able to participate.

1.28 The Department will inform Te Hiku o Te Ika iwi when opportunities for full time positions, holiday employment or student research projects arise within the korowai area. Te Hiku o Te Ika iwi may propose candidates for these roles or opportunities.

Visitor and Public Information

1.29 The promotion of Te Hiku o Te Ika iwi values will include the following measures:

1.29.1 seeking to raise public awareness of positive conservation partnerships developed by Te Hiku o Te Ika iwi, the Department and other stakeholders, for example, by way of publications, presentations and seminars;

1.29.2 consulting with Te Hiku o Te Ika iwi on how Te Hiku o Te Ika iwi tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;

1.29.3 taking reasonable steps to respect Te Hiku o Te Ika iwi tikanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;

1.29.4 ensuring the appropriate use of information about Te Hiku o Te Ika iwi in the provision of visitor facilities and services, public information and Department publications by:

(a) obtaining the consent of Te Hiku o Te Ika iwi prior to disclosure of information obtained in confidence from Te Hiku o Te Ika iwi;

(b) consulting with Te Hiku o Te Ika iwi, before the Department uses information relating to Te Hiku o Te Ika iwi values;

(c) encouraging Te Hiku o Te Ika iwi participation in the Department's volunteer and conservation events programmes by informing Te Hiku o Te Ika iwi of these programmes; and

(d) encouraging any concessionaire proposing to use information provided by or relating to Te Hiku o Te Ika iwi to obtain the agreement (including on any terms and conditions) of Te Hiku o Te Ika iwi.

Resource Management Act 1991

1.30 Te Hiku o Te Ika iwi and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

1.31 Te Hiku o Te Ika iwi and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Review of legislation

1.32 The Department undertakes to keep Te Hiku o Te Ika iwi informed of any public reviews of the conservation legislation administered by the Department.

1.33 Te Hiku o Te Ika iwi may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

Contracting for services

1.34 Where appropriate, the Department will consider using Te Hiku o Te Ika iwi as a provider of professional services.

1.35 Where contracts are to be tendered for conservation management within the korowai area the Department will inform Te Hiku o Te Ika iwi.

1.36 The Department will, subject to available resourcing, and if requested by Te Hiku o Te Ika iwi, provide advice on how to achieve the technical requirements to become a provider of professional services.

1.37 In accordance with standard administrative practice, wherever Te Hiku o Te Ika iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision-making process.

Change of Departmental Place Names

1.38 Subject to legislation, the Department will consult with Te Hiku o Te Ika iwi prior to any name changes for reserves or conservation areas within the korowai area being submitted to the New Zealand Geographic Board by the Department.

1.39 The Department will consult Te Hiku o Te Ika iwi on any new or amended office (e.g. Area Office) names.

Limits of Relationship Agreement

1.40 This relationship agreement does not:

1.40.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:

(a) introducing legislation;

(b) changing government policy; or

(c) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;

1.40.2 restrict the responsibilities of the Minister or Department or the legal rights of Te Hiku o Te Ika iwi; or

1.40.3 grant, create or provide evidence of an estate or interest in or rights relating to:

(a) land held, managed or administered under conservation legislation; or

(b) flora or fauna managed or administered under conservation legislation.

Breach

1.41 A breach of this relationship agreement is not a breach of the deed of settlement.

Definitions

1.42 In this part, unless the context requires otherwise:

1.42.1 **area of interest** means the area shown on the plan attached to this agreement as **[to insert – note: the plan will to be attached to the relationship agreement when it is a stand-alone document]**;

1.42.2 **conservation legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act;

1.42.3 **Te Aupōuri deed of settlement** means the deed of settlement entered into between the Crown and Te Aupōuri dated 28 January 2012;

1.42.4 **Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

1.42.5 **korowai** has the meaning given to it in clause 7.9 of the Te Aupōuri deed of settlement, and korowai for enhanced conservation has the same meaning;

1.42.6 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 1.42.6(a) or (b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 1.42.6(c) applies to the marine and coastal area adjacent to the area referred to in clauses 1.42.6(a) or (b) (as the case may be) but only for the purposes of the korowai redress;

1.42.7 **Te Hiku o Te Ika iwi** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

(i) Te Aupōuri;

(ii) Te Rarawa;

(iii) NgāiTakoto;

(iv) Ngāti Kuri; and

(v) Ngāti Kahu.

SIGNED by the Minister of Conservation)
in the presence of:)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Director-General of)
Conservation in the presence of:)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and behalf of **TE AUPŌURI** by the trustees of

Te Rūnanga Nui o Te Aupōuri Trust

in the presence of:

Witness Name

Occupation

Address

[name] Te Aupōuri

SIGNED for Ngāti Kuri in the presence of:

Signature of Witness

Witness Name

Occupation

Address

[name] Ngāti Kuri

SIGNED for NgāiTakoto in the presence of:

Signature of Witness

Witness Name

Occupation

Address

[name] NgāiTakoto

SIGNED for Te Rarawa in the presence of:)

Signature of Witness

[name] Te Rarawa

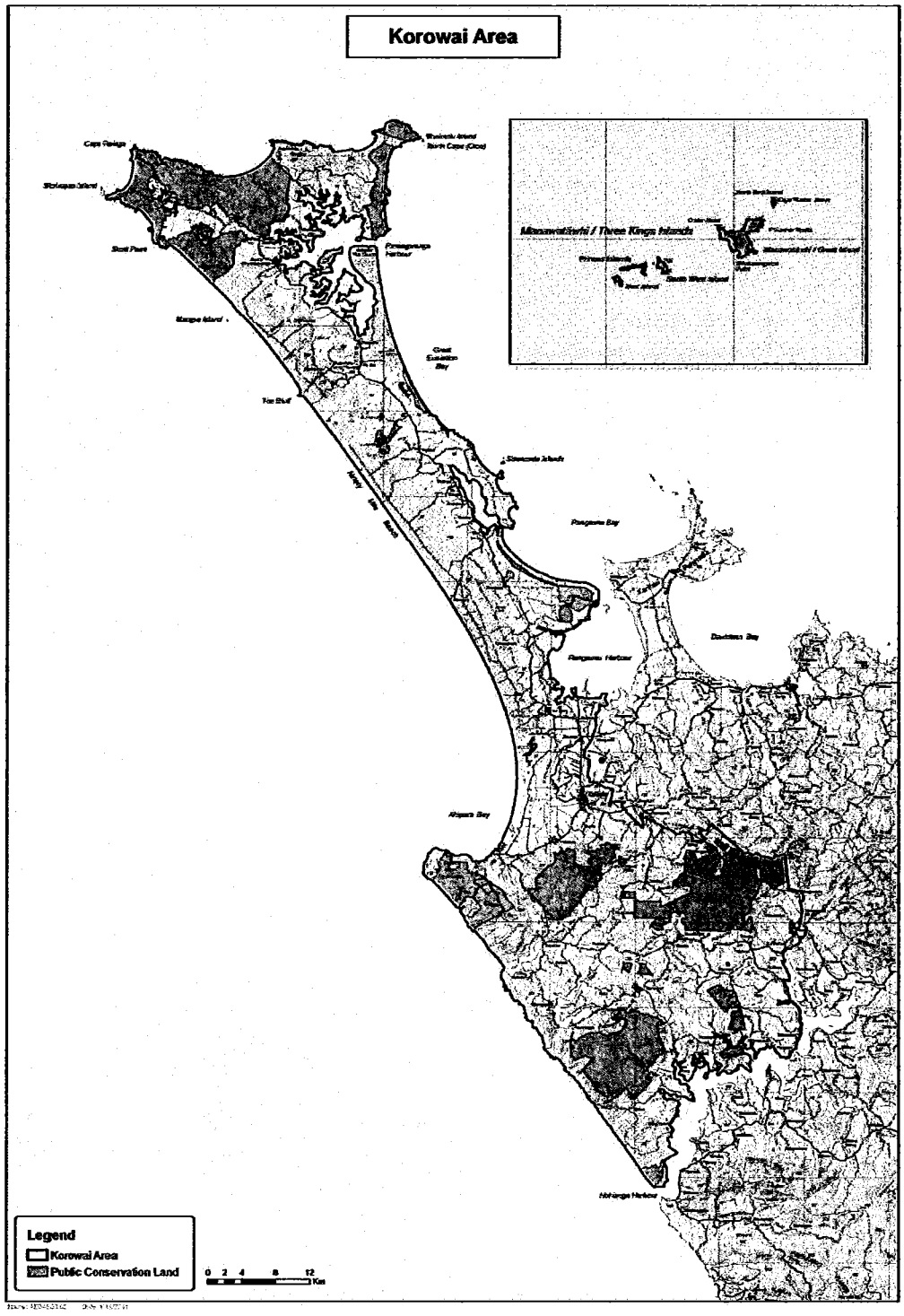
Witness **N**ame

Occupation

Address

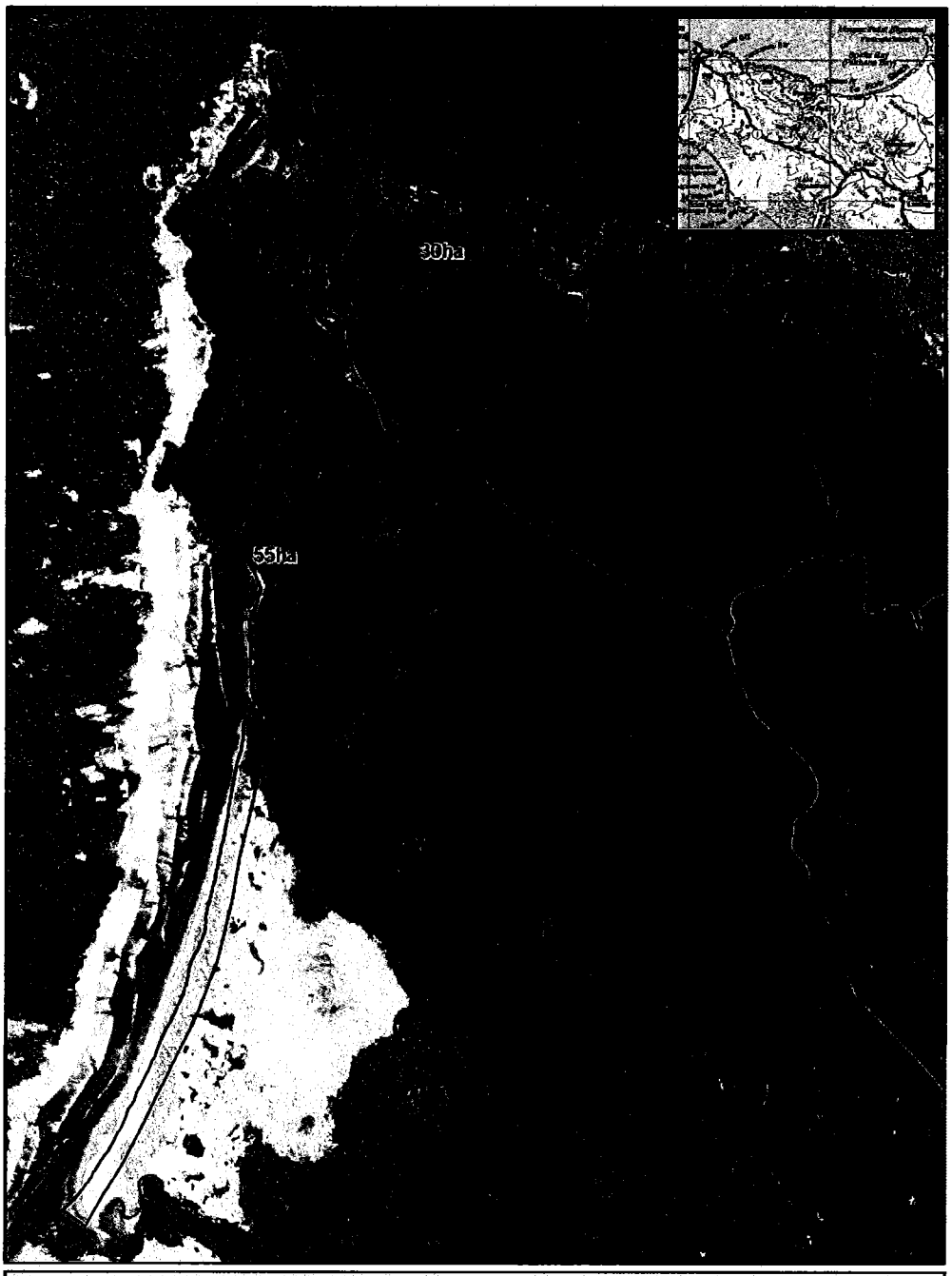
APPENDIX THREE

TE HIKU O TE IKA CONSERVATION BOARD PLANS



APPENDIX FOUR

TE RERENGA WAIRUA RESERVE



8 CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

8.1 Te Hiku o Te Ika iwi and the Crown have agreed to enter into the Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord ("**Social Accord**"), as set out in part 1 of the documents schedule.

8.2 Te Aupōuri, Te Rarawa, NgāiTakoto and Ngāti Kuri are committed to working collaboratively for the benefit of Te Hiku o Te Ika iwi members whilst recognising that each iwi retains its own mana motuhake.

8.3 Te Hiku o Te Ika iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

8.3.1 Ngāti Kuri; and

8.3.2 Te Aupōuri; and

8.3.3 NgāiTakoto; and

8.3.4 Ngāti Kahu; and

8.3.5 Te Rarawa.

8.4 Although Ngāti Kahu may not be an initial party to the Social Accord, for the purposes of this part of the deed the term Te Hiku o Te Ika iwi shall mean the other four iwi of Te Hiku o Te Ika or, where appropriate, the post-settlement governance entities of the four iwi. Ngāti Kahu may become a party to the Social Accord at any time by giving written notice to the parties.

8.5 The Social Accord:

8.5.1 describes how Te Hiku o Te Ika iwi and the Crown will work together to design processes to improve the social development and wellbeing of Te Hiku o Te Ika iwi;

8.5.2 specifies a set of shared relationship principles, a vision and shared outcomes which the parties are committed to achieving; and

8.5.3 provides for:

(a) an annual Te Hiku o Te Ika iwi-Crown Taumata Rangatira hui between Social Accord Ministers and Te Hiku o Te Ika iwi representatives;

(b) regular Crown - Te Hiku o Te Ika iwi operational level engagement through Te Kahui Tiaki Whānau Hui (a regular forum);

(c) an evaluation and planning process to assess progress and design and implement strategies to achieve the outcomes; and

(d) specific portfolio agreements with government departments which detail more particular commitments between Te Hiku o Te Ika iwi and each department.

8.6 The Ministry of Social Development will lead the implementation and co-ordination of the Social Accord for the Crown, supported by Te Puni Kōkiri.

8.7 A Te Hiku o Te Ika iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika iwi and all Crown agencies that have signed portfolio agreements.

8.8 The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

8.9 The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika iwi-appointed member.

8.10 The Secretariat will:

8.10.1 support the annual Taumata Rangatira Hui in its deliberations;

8.10.2 support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;

8.10.3 oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five-yearly State of Te Hiku o Te Ika Iwi Social Development and Wellbeing Reports;

8.10.4 ensure Te Hiku o Te Ika iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and

8.10.5 ensure that Te Hiku o Te Ika iwi are appropriately involved in informing the focus of agencies and interventions.

8.11 The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika iwi and the Social Sector Forum.

8.12 The Crown and Te Rūnanga Nui trustees will sign the Social Accord and related portfolio agreements no later than 90 business days after the first deed of settlement between the Crown and a Te Hiku o Te Ika iwi is signed.

8.13 The Social Accord will be signed on behalf of the Crown by the Prime Minister, the Minister of Social Development, and the Minister of Māori Affairs. The related portfolio agreements will be signed by the respective chief executives of the government departments to which they relate.

8.14 The Social Accord will come into effect 90 business days after the first deed of settlement between the Crown and a Te Hiku o Te Ika iwi is signed, or such earlier date as may be agreed in writing by the Crown and Te Hiku o Te Ika iwi.

8.15 No later than five business days after the Social Accord comes into effect the Crown will pay Te Hiku o Te Ika Iwi Development Trust $812,500 to support the engagement by Te Aupōuri in the implementation of the Social Accord.

LETTERS OF INTRODUCTION

8.16 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Ministers of the Crown listed in clause 8.17 to:

8.16.1 introduce Te Rūnanga Nui trustees as representing one of the Te Hiku o Te Ika iwi that is a party to the Social Accord and associated portfolio agreement with their department; and

8.16.2 ask the Minister to engage with Te Rūnanga Nui trustees through the mechanisms set out in the Social Accord.

8.17 The Ministers referred to in clause 8.16 are:

8.17.1 Minister of Corrections;

8.17.2 Minister of Justice;

8.17.3 Minister of Police;

8.17.4 Minister of Māori Affairs;

8.17.5 Minister of Social Development;

8.17.6 Minister of Economic Development;

8.17.7 Minister of Tourism;

8.17.8 Minister of Energy and Resources;

8.17.9 Minister of Internal Affairs;

8.17.10 Minister of Labour;

8.17.11 Minister of Building and Construction; and

8.17.12 Minister of Education.

9 GENERAL CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

9.1 The settlement legislation will, on the terms set out in parts 12 and 13 of the legislative matters schedule, vest in Te Rūnanga Nui trustees on the settlement date:

Te Ārai

9.1.1 the fee simple estate in Te Ārai Conservation Area:

(a) as a scenic reserve, with Te Rūnanga Nui trustees as the administering body for the reserve; and

(b) subject to Te Rūnanga Nui trustees providing the Peninsula Block owners with a registrable right of way easement over the area marked 'A' on SO 65735 in the form set out in part 6.1 of the documents schedule;

9.1.2 the fee simple estate in Te Ārai Ecological Sanctuary as a nature reserve, with Te Rūnanga Nui trustees as the administering body for the reserve;

In fee simple

9.1.3 the fee simple estate in:

(a) Hukatere Pā; and

(b) Waipararíki (Te Kao 76 and 77B);

In fee simple subject to conservation covenants

9.1.4 the fee simple estate in each of the following sites, subject to Te Rūnanga Nui trustees providing a registrable conservation covenant in relation to each site in the form set out in part 6 of the documents schedule:

(a) Maungatiketike Pā;

(b) Pitokuku Pā;

(c) Taurangatira Pā;

(d) Kahokawa; and

(e) Te Rerepari;

In fee simple subject to reserve status

9.1.5 the fee simple estate in Te Tomo a Tāwhana (Twin Pā sites) as a historic reserve, with Te Rūnanga Nui trustees as the administering body for the reserve; and

In fee simple subject to a lease

9.1.6 the fee simple estate in Te Kao School site A, subject to Te Rūnanga Nui trustees providing the Crown with a registrable lease in relation to Te Kao School site A in the form set out in part 7.1 of the documents schedule;

In fee simple as joint vestings

9.1.7 the fee simple estate in each of the following sites:

(a) bed of Waihopo Lake, as tenants in common in equal undivided shares with the Ngāti Kuri governance entity; and

(b) Murimotu Island, as tenants in common in equal undivided shares with the Ngāti Kuri governance entity, subject to Te Rūnanga Nui trustees and the Ngāti Kuri governance entity providing Maritime New Zealand with a registrable lease over that part of Murimotu Island shown "A" on deed plan OTS-091-25 in the form set out in part 7.2 of the documents schedule;

9.1.8 the fee simple estate in the bed of Lake Ngākeketo:

(a) as tenants in common in equal undivided shares with the Ngāti Kuri governance entity; and

(b) subject to Te Rūnanga Nui trustees and the governance entity referred to in clause 9.1.8(a) providing the Crown with a registrable covenant in relation to the bed of Lake Ngākeketo in the form set out in part 6.7 of the documents schedule;

(note that the current recorded name for Lake Ngākeketo is Lake Ngakeketa)

As a scenic reserve

9.1.9 the fee simple estate in Beach site A, Beach site B, Beach site C and Beach site D as scenic reserves (subject to paragraph 12.20 of the legislative matters schedule):

(a) as tenants in common in equal undivided shares with Te Rūnanga o Te Rarawa trustees, the Ngāti Kuri governance entity, and Te Rūnanga o NgāiTakoto trustees; and

(b) with Te Rūnanga Nui trustees and the entities referred to in paragraph 9.1.9(a) all appointing members to the joint management body, and with that joint management body being the administering body for the reserves.

General

9.2 Each cultural redress property is to be:

9.2.1 as described in part 20 of the legislative matters schedule; and

9.2.2 vested on the terms provided by part 13 of the legislative matters schedule and part 2 of the property redress schedule; and

9.2.3 subject to any encumbrances in relation to that property:

(a) required by clause 9.1 to be provided by Te Rūnanga Nui trustees; or

(b) required by the settlement legislation; and

(c) referred to in part 13 and part 20 of the legislative matters schedule.

TE KAO SCHOOL SITE A

9.3 Clause 9.4 applies in respect of Te Kao School site A if, no later than four months after the date of this deed, the board of trustees of Te Kao School site A relinquishes the beneficial interest it has in Te Kao School House site A.

9.4 If this clause applies:

9.4.1 Te Kao School site A will include Te Kao School House site A; and

9.4.2 all references in this deed to Te Kao School site A are to be read as if the property includes Te Kao School House site A site.

SIMMONDS ISLANDS NATURE RESERVE

9.5 The Crown acknowledges that section 2 of the Reserves and Other Lands Disposal Act 1972, among other matters:

9.5.1 provided for Simmonds Islands to be gifted by the Aupouri Maori Trust Board to the Crown for use as a reserve; and

9.5.2 provides for the return of Simmonds Islands should that land no longer be required as a reserve.

STATUTORY ACKNOWLEDGEMENTS

9.6 The settlement legislation will, on the terms provided by part 8 of the legislative matters schedule:

9.6.1 provide the Crown's acknowledgements of the statements by Te Aupōuri of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Manawatāwhi / Three Kings Islands (as shown on deed plan OTS-091-01), (known to Te Aupōuri as Manawatāwhi, Ohau, Moekawa and Oromaki);

(b) Raoul Island, Kermadec Islands (as shown on deed plan OTS-091-02), (known to Te Aupōuri as Rangitāhua);

(c) Simmonds Islands (as shown on deed plan OTS-091-03), (known to Te Aupōuri as Motupuruhi and Te Rākautūhaka);

(d) Paxton Point Conservation Area including Rarawa Beach Campground (as shown on deed plan OTS-091-04), (known to Te Aupōuri as Wharekāpu / Rarawa);

(e) Kohurōnaki Pa (as shown on deed plan OTS-091-05); and

(f) North Cape Scientific Reserve (as shown on OTS-091-06);

9.6.2 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

(b) relevant consent authorities to forward to Te Rūnanga Nui trustees:

(i) summaries of resource consent applications affecting an area; and

(ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

(c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

9.6.3 enable Te Rūnanga Nui trustees and any member of Te Aupōuri to cite the statutory acknowledgement as evidence of the association of Te Aupōuri with an area;

9.6.4 enable Te Rūnanga Nui trustees to waive the rights specified in clause 9.6.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

9.6.5 require that any notice given pursuant to clause 9.6.4 include a description of the extent and duration of any such waiver of rights.

9.7 The statements of association are in part 4 of the documents schedule.

PROTOCOLS

9.8 Each of the following protocols must, by or on the settlement date, be signed and issued to Te Rūnanga Nui trustees by the responsible Minister:

9.8.1 the fisheries protocol;

9.8.2 the culture and heritage protocol; and

9.8.3 the protocol with the Minister of Energy and Resources.

9.9 A protocol sets out how the Crown will interact with Te Rūnanga Nui trustees with regard to the matters specified in it.

9.10 Each protocol will be:

9.10.1 in the form in the documents schedule; and

9.10.2 issued under, and subject to, the terms provided by part 9 of the legislative matters schedule.

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

INDIVIDUAL ADVISORY COMMITTEE

9.12 The Minister of Primary Industries must:

9.12.1 on settlement date appoint Te Rūnanga Nui trustees as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**fisheries advisory committee**");

9.12.2 consider any advice of the fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol area; and

("**advice on the relevant matters**")

9.12.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Te Aupōuri.

JOINT FISHERIES ADVISORY COMMITTEE

9.13 The Minister of Primary Industries must:

9.13.1 on settlement date appoint a joint advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**joint fisheries advisory committee**");

9.13.2 consider any advice of the joint fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol areas; and

("**advice on the relevant matters**")

9.13.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Te Hiku o Te Ika iwi.

9.14 The joint advisory committee will consist of one member appointed from time to time by each of the Te Hiku o Te Ika iwi.

9.15 Where one of the Te Hiku o Te Ika iwi is not entering into a fisheries protocol (and therefore there is no defined 'fisheries protocol area', this area will be taken to mean the waters adjacent or otherwise relevant to that iwi's area of interest (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone).

LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

9.16 The parties acknowledge that Te Rūnanga Nui trustees, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 3 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of Te Aupōuri taonga.

LETTERS OF INTRODUCTION: MUSEUMS

9.17 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the following museums, introducing Te Rūnanga Nui trustees and inviting each museum to enter into a relationship with Te Aupōuri:

9.17.1 Far North Regional Museum;

9.17.2 Butler Point Whaling Museum and 1840s House;

9.17.3 Te Ahu Charitable Trust;

9.17.4 Whangarei Museum and Kiwi House at Heritage Park;

9.17.5 Auckland War Memorial Museum;

9.17.6 Auckland City Libraries;

9.17.7 The University of Auckland;

9.17.8 Voyager New Zealand Maritime Museum;

9.17.9 Museum of Transport and Technology (MOTAT);

9.17.10 New Zealand Film Archive;

9.17.11 Canterbury Museum;

9.17.12 MacMillan Brown Library (University of Canterbury);

9.17.13 Hocken Collections (University of Otago); and

9.17.14 Waitangi National Trust.

9.18 By the settlement date, the Director of the Office of Treaty Settlements will write to the following museums, introducing Te Rūnanga Nui trustees and inviting each museum to enter into a relationship with Te Aupōuri:

9.18.1 Akaroa Museum Te Whare Taonga;

9.18.2 Dargaville Maritime Museum;

9.18.3 The Kauri Museum Matakohe;

9.18.4 Albertland and Districts Museum;

9.18.5 Warkworth Museum;

9.18.6 Waikato Museum;

9.18.7 Whakatane District Museum & Gallery;

9.18.8 Whanganui Regional Museum;

9.18.9 Tauranga Heritage Collection;

9.18.10 Rotorua Museum of Art and History;

9.18.11 Te Awamutu Museum;

9.18.12 Tairawhiti Museum (Gisborne);

9.18.13 Te Manawa (Palmerston North);

9.18.14 Puke Ariki (New Plymouth Museum);

9.18.15 Hawke's Bay Museum & Art Gallery;

9.18.16 Taupo Museum;

9.18.17 Aratoi - Puke Ariki (New Plymouth Museum);

9.18.18 Wairarapa Museum of Art and History;

9.18.19 Museum of Wellington City & Sea;

9.18.20 Audio Visual Museum of New Zealand Inc;

9.18.21 Nelson Provincial Museum;

9.18.22 Marlborough Museum;

9.18.23 West Coast Historical Museum (Hokitika);

9.18.24 Sound Archives/Nga Taonga Korero (Radio New Zealand);

9.18.25 Lakes District Museum;

9.18.26 Mercury Bay Regional Museum;

9.18.27 South Canterbury Museum;

9.18.28 Otago Museum;

9.18.29 Otago Settlers Museum;

9.18.30 North Otago Museum; and

9.18.31 Southland Museum and Art Gallery.

PROMOTION OF RELATIONSHIP WITH LOCAL AUTHORITIES

9.19 The parties acknowledge that Te Aupōuri and the Councils listed in clause 9.20 will have a new relationship in relation to Te Oneroa-a-Tōhē, as reflected in part 6. The redress in clause 9.20 is intended to complement that relationship.

9.20 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the:

9.20.1 Northland Regional Council; and

9.20.2 Far North District Council.

9.21 Each letter referred to in clause 9.20 will encourage each Council to enter into a relationship, for example through a memorandum of understanding (or a similar document) with Te Rūnanga Nui trustees. Each letter will note Te Aupōuri's aspirations, including those in relation to the interaction between Te Rūnanga Nui trustees and the Council concerning the performance of the Council's functions and obligations, and the exercise of its powers, within the area of interest, such as in relation to the development of regional and district plans.

9.22 In addition, the parties acknowledge that:

9.22.1 Te Aupōuri, along with other interested iwi, have longer term aspirations for involvement in the preparation and approval of Resource Management Act 1991 regional planning documents in the Northland region; and

9.22.2 nothing in this deed precludes the development of an appropriate mechanism for the Northland region which directly involves iwi, including Te Hiku o Te Ika iwi, in regional planning processes.

PROMOTION OF RELATIONSHIP WITH THE NEW ZEALAND HISTORIC PLACES TRUST

9.23 By the settlement date, the Crown will commence the facilitation of a process between Te Rūnanga Nui trustees and the New Zealand Historic Places Trust for the purpose of Te Rūnanga Nui trustees and the New Zealand Historic Places Trust entering into a relationship relating to projects to be carried out by Te Rūnanga Nui trustees and the New Zealand Historic Places Trust.

PROMOTION OF RELATIONSHIPS WITH GOVERNMENT AGENCIES

9.24 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Ministers of the Crown listed in clause 9.25 to:

9.24.1 advise that the Crown has entered into a deed of settlement with Te Aupōuri and to introduce Te Rūnanga Nui trustees; and

9.24.2 encourage the Minister to enter into an effective and durable working relationship with Te Aupōuri.

9.25 The Ministers of the Crown referred to in clause 9.24 are:

9.25.1 Minister of Defence;

9.25.2 Minister of Primary Industries;

9.25.3 Minister of Transport;

9.25.4 Minister for the Environment;

9.25.5 Minister of Health;

9.25.6 Minister of Science and Innovation;

9.25.7 Minister of Foreign Affairs;

9.25.8 Minister of Pacific Island Affairs;

9.25.9 Minister of Women's Affairs; and

9.25.10 Minister of State Services.

9.26 By the settlement date, the Director of the Office of Treaty Settlements will write to the chief executives of the government agencies listed in clause 9.27 to:

9.26.1 advise that the Crown has entered into a deed of settlement with Te Aupōuri and to introduce Te Rūnanga Nui trustees; and

9.26.2 encourage the government agency to enter into an effective and durable working relationship with Te Aupōuri.

9.27 The government agencies referred to in clause 9.26 are:

9.27.1 Department of Prime Minister and Cabinet;

9.27.2 Tertiary Education Commission;

9.27.3 Statistics New Zealand;

9.27.4 Northland District Health Board;

9.27.5 Electricity Commission;

9.27.6 Housing New Zealand Corporation;

9.27.7 New Zealand Transport Agency;

9.27.8 New Zealand Fire Service Commission;

9.27.9 New Zealand Trade and Enterprise;

9.27.10 Sport and Recreation New Zealand (SPARC);

9.27.11 Creative NZ (Arts Council of New Zealand);

9.27.12 Environmental Protection Agency;

9.27.13 Office of the Children's Commissioner;

9.27.14 Families Commission;

9.27.15 Māori Broadcasting Funding Agency (Te Māngai Pāho);

9.27.16 AgResearch Limited;

9.27.17 Intellectual Property Office of New Zealand;

9.27.18 Institute of Environmental Science and Research Limited;

9.27.19 Landcare Research New Zealand Limited;

9.27.20 National Institute of Water & Atmospheric Research Limited;

9.27.21 SCION (New Zealand Forest Research Institute Limited);

9.27.22 Education Review Office;

9.27.23 New Zealand Customs Service;

9.27.24 New Zealand Food Safety Authority;

9.27.25 Accident Compensation Corporation;

9.27.26 Charities Commission;

9.27.27 Te Taura Whiri i Te Reo Māori (Māori Language Commission);

9.27.28 Electoral Commission;

9.27.29 Radio New Zealand;

9.27.30 Television New Zealand;

9.27.31 Health and Disability Commissioner;

9.27.32 Human Rights Commission; and

9.27.33 Industrial Research Limited.

ALTERED GEOGRAPHIC NAMES

9.28 The settlement legislation will, from the settlement date and on the terms set out in part 11 of the legislative matters schedule, alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name	Altered geographic name	Geographic feature type	Location (NZTopo50 map and grid reference)
Ninety Mile Beach	Te Oneroa-a-Tōhē / Ninety Mile Beach	Beach	AT24 751793 AV26 142094
Cape Reinga (Te Rerengawairua)	Cape Reinga / Te Rerenga Wairua	Cape	AT24 706912

Existing geographic name	Altered geographic name	Geographic feature type	Location (NZTopo50 map and grid reference)
Spirits Bay (Piwhane Bay)	Piwhane / Spirits Bay	Bay	AT24 837894
Te Wakatehaua Island	Wakatehāua Island	Island	AU25 900617
Scott Point (Tiriparepa Point)	Tiriparepa / Scott Point	Point	AT24 728796
Twilight Beach (Te Paengarehia)	Paengarēhia / Twilight Beach	Beach	AT24 708837 AT24 725815
Columbia Bank	Columbia Bank / Te Nuku-o-Mourea	Bank	AT24 686909
Hooper Point (Ngataea)	Ngataea / Hooper Point	Point	AT24 865918
Pandora	Whangākea / Pandora	Area	AT24 795875
Tom Bowling Bay	Takapaukura / Tom Bowling Bay	Bay	AT25 955916
Kerr Point (Ngatuatata)	Ngā Atua Tātā / Kerr Point	Point	AT25 986928
Surville Cliffs	Hikurua / de Surville Cliffs	Cliffs	AT25 016942
Paxton Point	Wharekāpu / Paxton Point	Point	AU25 064592
Henderson Bay	Ōtaipango / Henderson Bay	Bay	AU25 117542
Perpendicular Point (Ruakoura)	Ruakōura / Perpendicular Point	Point	AU26 154463
Mount Camel	Tohoraha / Mount Camel	Hill	AU26 146469
West Island	Ōhau / West Island	Island	AS21 110168
South West Island	Moekawa / South West Island	Island	AS21 144180
North East Island	Oromaki / North East Island	Island	AS22 231229

TE AUPŌURI PATU

9.29 The Norfolk Island Museum holds two patu that are of great cultural significance to Te Aupōuri. These patu were gifted by Te Kaaka, senior chief of Te Aupōuri, to Philip King, Lieutenant-Governor, Norfolk Island, in 1793, upon the return at North Cape of two Māori men previously taken to Norfolk Island.

9.30 The Crown agrees to facilitate a relationship between Te Aupōuri and Norfolk Island Museum in relation to the care and possible return of these patu.

9.31 Te Aupōuri acknowledge that:

9.31.1 the return to Te Aupōuri of the two patu is subject to the agreement of the Norfolk Island Museum and/or the Norfolk Island administration; and

9.31.2 in agreeing to facilitate this relationship, the Crown is not agreeing to bear any costs associated with the return of the patu.

ACKNOWLEDGEMENT OF THE IMPORTANCE OF KUAKA (GODWIT) TO TE AUPŌURI

9.32 The Crown acknowledges:

9.32.1 the statement by Te Aupōuri of their particular cultural, spiritual, historical, and traditional association with Kuaka; and

9.32.2 the importance of that statement to Te Aupōuri.

9.33 The acknowledgement by the Crown in clause 9.32 does not affect the exercise of any power or the performance of any duty or function under any legislation.

9.34 The statement of association in relation to Kuaka is set out in part 5 of the documents schedule.

CROWN PAYMENT

9.35 The Crown will pay Te Rūnanga Nui trustees on the settlement date the sum of $380,000. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that Te Rūnanga Nui trustees may, at their discretion, apply that amount to pursue cultural aspirations.

ALTERNATIVE ARRANGEMENTS FOR JOINTLY VESTED CULTURAL REDRESS PROPERITES

9.36 If, no later than 20 working days after the date of signing the third deed of settlement to settle the historical claims of one of the Te Hiku iwi, in the Crown's reasonable opinion it is not going to be possible for Te Rūnanga Nui trustees to achieve the same settlement date as another Te Hiku o Te Ika iwi with whom Te Rūnanga Nui trustees share a tenancy in common for a jointly vested site under clause 9.1.7, 9.1.8 or 9.1.9, then:

9.36.1 no later than 20 working days after the date the Crown issues its reasonable opinion under clause 9.36, the parties will agree how the jointly vested site is to be vested (and any documentation required);

9.36.2 the parties will enter into a deed of amendment, if necessary; and

9.36.3 the settlement legislation will give effect to the agreement as provided in clause 9.36.1 and any deed of amendment.

9.37 The parties agree that prior work on the alternative arrangements referred to in clause 9.36.1 will be undertaken so that agreement can be reached no later than the timeframes set out in clause 9.36.

10 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

10.1 The Crown will pay Te Rūnanga Nui trustees on the settlement date $11,780,200, being the financial and commercial redress amount of $21,040,000 less:

10.1.1 the on-account payment of $4,110,000 referred to in clause 10.2; and

10.1.2 $5,149,800, being the total transfer values of the commercial redress properties being transferred to Te Rūnanga Nui trustees on the settlement date.

ON-ACCOUNT PAYMENT

10.2 The parties acknowledge that as soon as reasonably possible, and in any event on or before the settlement date (being for the purposes of this clause the date that is five business days after the date of this deed), the Crown will pay $4,110,000 to Te Rūnanga Nui trustees on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

10.3 The Crown will transfer the following commercial redress properties (as described in part 3 of the property redress schedule) to Te Rūnanga Nui trustees on the settlement date, and on the terms and conditions in part 4 of the property redress schedule:

Property	Transfer value
An undivided 30% share of the fee simple estate in the Peninsula Block as tenants in common	$2,298,000
Te Kao School sites B and C (site C is subject to clauses 10.6 and 10.7)	$41,800
Cape View Station	$1,560,000
Te Raite Station	$1,150,000
6585 and 6587 Far North Road	$100,000

10.4 The transfer of each commercial redress property under clause 10.3 is to be on the terms and conditions in part 4 of the property redress schedule and will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

Te Kao School site B

10.5 The commercial redress property that is Te Kao School site B is to be leased back to the Crown, immediately after its transfer to Te Rūnanga Nui trustees, on the terms and conditions provided by the lease for Te Kao School site B in part 7.1 of the documents schedule (as the lease is a registrable ground lease of the property Te Rūnanga Nui trustees will be purchasing only the bare land, ownership of the improvements remaining unaffected by the purchase).

Te Kao School site C

10.6 The transfer of Te Kao School site C under clause 10.3 is subject to the provisions of this clause:

10.6.1 if the Ministry of Education determines that it no longer requires all or part of Te Kao School site C for a public work ("**the surplus land**"), the Chief Executive of LINZ will determine if all or any part of the surplus land is free from rights or obligations that would be inconsistent with transferring that land to Te Rūnanga Nui trustees ("**the cleared land**");

10.6.2 as soon as practicable after the Chief Executive of LINZ makes a determination under clause 10.6.1, the Secretary for Education will give written notice to Te Rūnanga Nui trustees setting out:

(a) the legal description of any cleared land; and

(b) the legal description of any surplus land that is not cleared land;

10.6.3 where the determination under clause 10.6.1 identifies any cleared land, the notice under clause 10.6.2 will also include:

(a) the date that the cleared land will transfer to Te Rūnanga Nui trustees, which will be:

(i) the settlement date if the notice provided under clause 10.6.2 is provided at least five (5) days prior to settlement date; or

(ii) if the notice provided under clause 10.6.2 is provided later than five (5) days prior to settlement date then a date being as soon as reasonably practicable following the date of the notice; and

(b) the description of any encumbrance that will apply to the transfer of the cleared land; and

10.6.4 on the date specified under clause 10.6.3(a) the fee simple estate in the cleared land will transfer to Te Rūnanga Nui trustees subject to, or together with, any encumbrances specified under clause 10.6.3(b).

10.7 In the event Te Kao School site C transfers to Te Rūnanga Nui trustees on a date specified under clause 10.6.3(a)(ii), then the parties acknowledge that:

10.7.1 the amount referred to in clause 10.1.2 is decreased by $16,000, being the transfer value of Te Kao School site C;

10.7.2 the amount the Crown must pay to Te Rūnanga Nui trustees under clause 10.1 is correspondingly increased; and

10.7.3 on such date specified under clause 10.6.3(a)(ii):

(a) the Crown must transfer the Te Kao School site C to Te Rūnanga Nui trustees; and

(b) Te Rūnanga Nui trustees must pay to the Crown an amount equal to the transfer value of Te Kao School site C, by:

(i) bank cheque drawn on a registered bank and payable to the Crown; or

(ii) another payment method agreed by the parties.

Te Kao School House site B

10.8 Clause 10.9 applies in respect of Te Kao School House site B if, no later than four (4) months after introduction of the draft settlement bill into the house, the board of trustees of Te Kao School site B (the **board of trustees**) relinquishes the beneficial interest it has in Te Kao School House site B.

10.9 If this clause applies to Te Kao School House site B:

10.9.1 the Crown must, within 10 business days of this clause applying, give notice to Te Rūnanga Nui trustees that the beneficial interest in Te Kao School House site B has been relinquished by the board of trustees; and

10.9.2 Te Kao School site B will include the Te Kao School House site B; and

10.9.3 all references in this deed to Te Kao School site B are to be read as if that property were Te Kao School site B and the School House site B together; and

10.9.4 the transfer value for Te Kao School site B is $28,800, being the aggregate of the transfer values for:

(a) Te Kao School site B ($25,800); and

(b) Te Kao School House site B ($3,000); and

10.9.5 as a result of clause 10.9.4 and subject to clause 10.7:

(a) the amount referred to in clause 10.1.2 is increased by the transfer value of Te Kao School House site B ($3,000) to $5,152,800; and

(b) the amount the Crown must pay to Te Rūnanga Nui trustees under clause 10.1 is correspondingly reduced.

PENINSULA BLOCK LICENSED LAND

Interpretation

10.10 In this deed:

Aupouri Forest means that land described and held in computer interest register NA100A/1; and

cultural forest land properties:

(a) means Hukatere Pā, Beach site A, Beach site B, Beach site C and Waipararíki (Te Kao 76 and 77), all described in part 20 of the legislative matters schedule; and

(b) means Hukatere site B described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūnanga o Te Rarawa; and

(c) means Hukatere site A described in part 19 of the legislative matters schedule to the deed of settlement for Te Rūnanga o NgāiTakoto, but

(d) excludes, to the extent provided by the Crown forestry licence in relation to the land:

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been—

(1) acquired by any purchaser of the trees on the property; or

(2) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee; and

joint licensor governance entities means in relation to the Peninsula Block, Te Rūnanga Nui trustees and those entities specified in the relevant column in the table in part 3 of the property redress schedule, being:

(a) the Ngāti Kuri governance entity;

(b) Te Rūnanga o Te Rarawa trustees; and

(c) Te Rūnanga o NgāiTakoto trustees; and

Peninsula Block:

(a) means that land comprising part of the Aupouri Forest as set out in table 1 in part 3 of the property redress schedule; but

(b) excludes, to the extent provided by the Crown forestry licence in relation to the land:

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been:

(1) acquired by any purchaser of the trees on the property; or

(2) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee.

10.11 The settlement legislation will, on the terms provided by part 16 of the legislative matters schedule, provide for the following in relation to:

10.11.1 the Peninsula Block, the transfer of the specified share by the Crown to Te Rūnanga Nui trustees;

10.11.2 the Peninsula Block, to cease to be Crown forest land upon registration of the transfer;

10.11.3 the Peninsula Block and the cultural forest land properties, 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 such 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 Peninsula Block and the cultural forest land properties to Māori ownership; and

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

10.11.4 the Peninsula Block and the cultural forest land properties, Te Rūnanga Nui trustees (together with the other joint licensor governance entities as applicable) to be the licensor under the Crown forestry licence, as if the Peninsula Block and the cultural forest land properties 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; and

10.11.5 the Peninsula Block, for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

10.12 The Crown and Te Rūnanga Nui trustees have agreed to allocate 20% of the value of accumulated rentals associated with the Aupouri Forest to Te Rūnanga Nui trustees.

10.13 Accordingly, the settlement legislation will, on the terms set out in part 16 of the legislative matters schedule, provide that:

10.13.1 in relation to the Peninsula Block, Te Rūnanga Nui trustees will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and

10.13.2 Te Rūnanga Nui trustees are entitled to 20% of the accumulated rentals associated with the Aupouri Forest on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

10.14 To avoid doubt, upon the transfer of the Peninsula Block to Te Rūnanga Nui trustees under clause 10.3 and the vesting of the cultural forest land properties in Te Rūnanga Nui trustees under clause 9.1:

10.14.1 any entitlement to licence fees payable from the settlement date relating to the Peninsula Block and the cultural forest land properties (excluding Waipapariki (Te Kao 76 and 77B)) will be in the same proportion as the Te Rūnanga Nui trustees' specified share of the Peninsula Block;

10.14.2 Te Rūnanga Nui trustees will be entitled to 100% of the licence fees associated with Waipapariki (Te Kao 76 and 77B), as licensor in respect of that property; and

10.14.3 Te Rūnanga Nui trustees will not be entitled to any rentals associated with any other part of the Aupouri Forest.

MANAGEMENT AGREEMENT FOR JOINT LICENSORS

10.15 Prior to the settlement date the joint licensor governance entities must:

10.15.1 put in place a management agreement to govern the management of the Peninsula Block;

10.15.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the Peninsula Block; and

10.15.3 provide notice to the Crown that the management agreement in accordance with this clause 10.15 is in place.

ALTERNATIVE ARRANGEMENTS FOR THE PENINSULA BLOCK

10.16 If the joint licensor governance entities have simultaneous settlement dates under their respective settlement legislation the Peninsula Block will be transferred to those entities in undivided shares as tenants in common on the settlement date, in the shares specified and in accordance with the provisions of each joint licensor governance entity's deed of settlement.

10.17 If, no later than 20 working days after the date of signing the third deed of settlement to settle the historical claims of one of the joint licensor governance entities, in the Crown's reasonable opinion it is not going to be possible for all the joint licensor governance entities to achieve simultaneous settlement dates under their respective settlement legislation, then:

10.17.1 no later than 20 working days after the date the Crown issues its reasonable opinion under clause 10.17, the parties will agree how the Peninsula Block will be held (and any documentation required);

10.17.2 the parties will enter into a deed of amendment, if necessary; and

10.17.3 the settlement legislation will give effect to the agreement as provided in clause 10.17.1 and any deed of amendment.

10.18 The parties agree that prior work on the alternative arrangements referred to in clause 10.17.1 will be undertaken so that agreement can be reached no later than the timeframes set out in clause 10.17.

SETTLEMENT LEGISLATION

10.19 The settlement legislation will, on the terms provided by part 15 of the legislative matters schedule, enable the transfer of the commercial redress properties.

RFR OVER SHARED RFR LAND

10.20 Te Aupōuri and each of the other relevant iwi, being those iwi listed in the "other relevant iwi" column against a property in part 3 of the attachments, are to have a shared right of first refusal in relation to a disposal by the Crown of that property.

10.21 The right of first refusal set out in clause 10.20 is to be on the terms set out in part 17 of the legislative matters schedule and, in particular, will apply:

10.21.1 for the **RFR** period as set out in clause 10.22.2; and

10.21.2 only if, from the commencement of the **RFR** period, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified by paragraphs 17.3.3 or 17.10 or 17.12 of the legislative matters schedule.

10.22 The legislative matters schedule is to provide:

10.22.1 any rights that the other relevant iwi may have under clause 10.20 are subject to settlement legislation being passed approving those rights; and

10.22.2 the **RFR** period for each property that is shared **RFR** land is the period of 172 years starting on:

(a) the settlement date, if settlement legislation approving the other relevant iwi's rights has been passed by or on the settlement date; or

(b) if settlement legislation approving the other relevant iwi's rights has not been passed by or on the settlement date, the earlier of the following dates:

(i) 24 months after the settlement date; or

(ii) the settlement date under the settlement legislation approving the other relevant iwi's rights.

RIGHT OF FIRST REFUSAL OVER BALANCE RFR LAND

10.23 The remaining iwi are to have a right of first refusal in relation to a disposal by the Crown of balance **RFR** land.

10.24 The right of first refusal set out in clause 10.23 is to be on the terms set out in part 17 of the legislative matters schedule and, in particular, will apply:

10.24.1 for a term of 172 years from the settlement date; and

10.24.2 only if, on the settlement date, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified in paragraphs 17.10 or 17.12 of the legislative matters schedule.

10.25 The legislative matters schedule is to provide that any rights that the remaining iwi may have under clause 10.23 are subject to settlement legislation being passed approving those rights.

11 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

11.1 Within six months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.

11.2 The draft settlement bill proposed for introduction must:

11.2.1 include all matters required to give effect to this deed and, in particular, the legislative matters schedule; and

11.2.2 reflect, as appropriate for the purposes of Parliament, the drafting conventions of the Parliamentary Counsel Office; and

11.2.3 be in a form that is satisfactory to Te Rūnanga Nui trustees and the Crown.

11.3 Te Aupōuri and Te Rūnanga Nui trustees will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

11.5.1 clause 7.98;

11.5.2 part 8;

11.5.3 clause 9.35;

11.5.4 clause 10.2;

11.5.5 clauses 11.4 to 11.13; and

11.5.6 paragraph 1.3, and parts 2 to 6, of the general matters schedule.

DISSOLUTION OF AUPOURI MAORI TRUST BOARD

11.6 The settlement legislation will, on the terms provided in part 5 of the legislative matters schedule:

11.6.1 dissolve Aupouri Maori Trust Board;

11.6.2 vest the fee simple estate in two sites currently held by Aupouri Maori Trust Board, known as Takahua Burial Ground and Te Neke, in Te Rūnanga Nui trustees and other entities as described in paragraphs 5.7 and 5.8 of the legislative matters schedule;

11.6.3 vest the other assets and liabilities of Aupouri Maori Trust Board in Te Rūnanga Nui trustees; and

11.6.4 provide, to the extent that any assets and liabilities of Aupouri Maori Trust Board are held subject to charitable trusts, that those assets and liabilities vest in and become the assets and liabilities of Te Rūnanga Nui trustees, freed of all charitable trusts, but subject to trusts expressed in Te Rūnanga Nui o Te Aupōuri trust deed.

EFFECT OF THIS DEED

11.7 This deed:

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

11.7.2 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.

11.8 Clause 11.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

11.9 Despite clause 11.7, the parties agree that either of them may file a copy of this deed with the Waitangi Tribunal in relation to any application under sections 8A to 8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest. In doing so, the parties record their understanding that until this deed is signed it only represents the Crown's best offer to be presented to Te Aupōuri.

11.10 This deed is subject to any recommendation made by the Waitangi Tribunal by 30 June 2012 in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest. The parties may agree to extend the date beyond 30 June 2012.

11.11 In the event that the Waitangi Tribunal makes any recommendation in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 that affects any redress in this deed of settlement the Crown and Te Rūnanga Nui trustees must, in good faith, enter into negotiations to conclude a settlement.

TERMINATION

11.12 The Crown or Te Rūnanga Nui trustees may terminate this deed, by notice to the other, if:

11.12.1 the settlement legislation has not come into force within 24 months after the date of this deed; and

11.12.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

11.13 If this deed is terminated in accordance with its provisions, it:

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

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

11.13.3 remains "without prejudice".

12 GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

GENERAL

12.1 The general matters schedule includes provisions in relation to:

12.1.1 the implementation of the settlement;

12.1.2 the Crown's tax indemnities in relation to redress;

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

12.1.4 amending this deed.

INTEREST

12.2 The Crown must pay to Te Rūnanga **N**ui trustees on the settlement date, interest on the following amounts:

12.2.1 $21,040,000; and

12.2.2 $16,930,000, being the financial and commercial redress amount less the on-account payment amount; and

12.2.3 $5,149,800, being the total transfer values of the commercial redress properties being transferred to Te Rūnanga **N**ui trustees on the settlement date.

12.3 The interest under clause 12.2.1 is payable for the period:

12.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and

12.3.2 ending on the day before the on-account payment is made in accordance with clause 10.2.

12.4 The interest under clause 12.2.2 is payable for the period:

12.4.1 beginning on the date the on-account payment is made in accordance with clause 10.2; and

12.4.2 ending on the day that is 19 business days after the settlement legislation comes into force.

12.5 The interest under clause 12.2.3 is payable for the period:

12.5.1 beginning on the day that is 20 business days after the settlement legislation comes into force; and

12.5.2 ending on the day before the settlement date.

12.6 The interest amounts payable under clauses 12.2 to 12.5 are:

12.6.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;

12.6.2 subject to any tax payable in relation to them; and

12.6.3 payable after withholding any tax required by legislation to be withheld.

HISTORICAL CLAIMS

12.7 In this deed, **historical claims**:

12.7.1 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 Te Aupōuri, 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 Te Tiriti o Waitangi / the Treaty of Waitangi or its principles;

(ii) under legislation;

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

(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;

12.7.2 includes every claim to the Waitangi Tribunal to which clause 12.7.1 applies that relates exclusively to Te Aupōuri or a representative entity, including the following claims:

(a) Wai 643 (Te Kao Blocks 76 and 77B);

(b) Wai 737 (Te Rūnanga o Te Aupōuri);

(c) Wai 1442 (Te Kao Block 84); and

(d) Wai 1663 (Te Kao Block 34).

12.7.3 includes every other claim to the Waitangi Tribunal to which clause 12.7.1 applies, so far as it relates to Te Aupōuri or a representative entity, including the following claims:

(a) Wai 22 (Muriwhenua Fisheries and SOE claim);

(b) Wai 45 (Muriwhenua land);

(c) Wai 82 (Pingongo Pa - Parish of Omanaia claim);

(d) Wai 249 (Ngapuhi Nui Tonu claim)

(e) Wai 292 (Te Kao School and telephone exchange);

(f) Wai 712 (Nga Puhi Nui Tonu Property Rights claim);

(g) Wai 765 (Muriwhenua South Block and Part Wharemaru Block claim);

(h) Wai 861 (Tai Tokerau District Māori Council Lands);

(i) Wai 1359 (Muriwhenua Land Blocks claim);

(j) Wai 1662 (Muriwhenua Hapū Collective claim);

(k) Wai 1847 (Ngāti Kuri and Te Aupōuri (Frances Brunton) claim);

(l) Wai 1980 (Parengarenga 3G Block Claim); and

(m) Wai 2000 (Harihona Whanau Claim).

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

12.8.1 a claim that a member of Te Aupōuri, or a whānau, hapū, or group referred to in clause 12.10.1, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 12.10.3;

12.8.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 12.8.1.

12.9 To avoid doubt, clause 12.7.1 is not limited by clauses 12.7.2 or 12.7.3.

TE AUPŌURI

12.10 In this deed:

12.10.1 Te **Aupōuri** means:

(a) the collective group composed of individuals referred to in clause 12.10.1(c) of this definition; and

(b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 12.10.1(c) of this definition; and

(c) every individual who is descended from a Te Aupōuri tupuna;

12.10.2 a person is **descended** from another person if the first person is descended from the other person by:

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Te Aupōuri tikanga (customary values and practices);

12.10.3 **Te Aupōuri tupuna** means an individual or individuals who:

(a) exercised customary rights by virtue of being descended from the children of the marriages of Te Ikanui with either Tihe or Kohine, being Te Heitiki, Tūpuni, Tonga, Te Kāka, Mānga, Pūwai, Te Matakau, and Te Mai; and

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

12.10.4 **area of interest** means the area of interest set out in part 1 of the attachments; and

12.10.5 **customary rights** means rights according to tikanga (Māori customary values and practices) including:

(a) rights to occupy land; and

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

ADDITIONAL DEFINITIONS

12.11 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

12.12 Part 6 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on 28 January 2012

SIGNED for and behalf of **TE AUPŌURI**
by the trustees of
Te Rūnanga Nui o Te Aupōuri Trust
and by those trustees as trustees of
that Trust, in the presence of:

Signature of Witness

Witness **Name:** L G Powell

Occupation: Barrister

Address: Auckland.

Raymond Subritzky

Waitai Ratima Petera

Ebony Mereana Duff

Peter-Lucas Kaaka Jones

Tui Elizabeth Kapa

Hugh Acheson Karena

Louise Kathleen Mischewski

Massey Maahia Nathan

SIGNED for and behalf of **THE CROWN** by the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs in the presence of:

Signature of Witness

M. Sabih

Witness Name

MP

Occupation

Northland.

Address

Christopher Finlayson.

Hon Christopher Finlayson

Pita R Sharples.

Hon Dr Pita R Sharples

The Minister of Finance only in relation to the indemnities given in part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:

Signature of Witness

GRAEME MORRISON

Witness Name

POLICY ADVISOR

Occupation

91 MAUPUIA ROAD, WELLINGTON.

Address

Bill English

Hon Simon William English

Other witnesses / members of Te Aupōuri who support the settlement

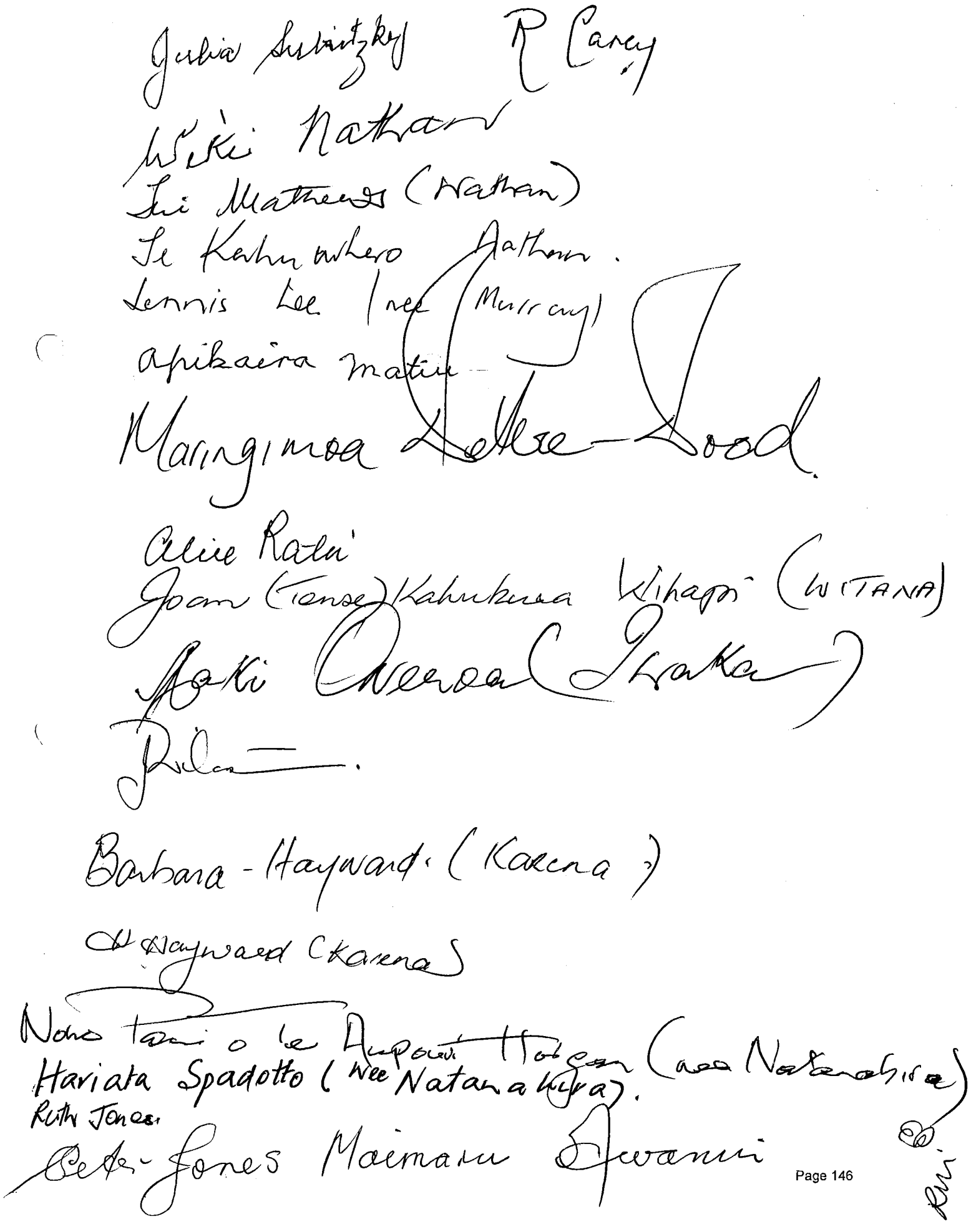
1. Arthur Carr Kapa [ ]
2. Winiata Paraone [ ]
3. Mikena Matekino Wi [ ]
4. Piripi Kapa [ ]
5. Representatives of:

   (a) Wiki Karena [ ]
   [ ]
   [ ]
   [ ]
   [ ]
   [ ]

   (b) Matiu Wiki [ ]
   [ ]
   [ ]
   [ ]
   [ ]
   [ ]

   (c) George Witana [ ]
   [ ]
   [ ]
   [ ]
   [ ]
   [ ]

Other witnesses / members of Te Aupōuri who support the settlement



Other witnesses / members of Te Aupōuri who support the settlement

ROBERT ~~KAAKA~~ TE KAO TE AUPOURI

Rosina Clarke nee Anderson Tekao

Heta Conrad Te Kao Te Aupouri

Roselin Laban-Tawhara Kaitaia Te Aupouri

Jim Heka Te Kao

Wayne ~~Katene~~ Katene Edwards Awanui.

Betty Nasib (Keepa)

~~K.J.~~ Te Kao

Norman Smith Te Kao Te Aupouri

Te Aupouri

Kahitoa Mare.

Jane

NAHANCHI MAIKARA KAAKA

Kelvin Witana Tangaro

Raea Rapi Te Kao

Leonie Witana Te Kao.

Tawhitirahi Kenneth witana

Janie Tetai (Wells)

Other witnesses / members of Te Aupōuri who support the settlement

Kingi IHAKA

Blair Campbell Ihaka.

Shane Ihaka-McAvoy

Kihori Wiki

Brenda Hill

Tawhiao Mitchell.

Hone Wi Nathan

Rakeiwai Kapa.

Maria Edith Hambrook (nee Kapa)

Hildy Bakes. (Kapa)

Iwa Hokemate Millican (nee Kapa)

James Kapa.

Anna S. Karena

Maria Karena

Rakeiwai Kapa

Martin Emile Norman (Hauraki) Kapa

Page 148

Other witnesses / members of Te Aupōuri who support the settlement

Nancy Kaipo Wipeki

Hakaraia Reewa Shaka.

Kahurangi

Clifford Wood

Rachel Karena

Maria Karena

Shonda Hohepa

CHf Cynthia Shailes (HOCKLEY)

Simon Brown.

John Karena.

Louise Karena

Peterson Georgina Kaaka-Peterson

Mary Karena.

Terence Kaaka.

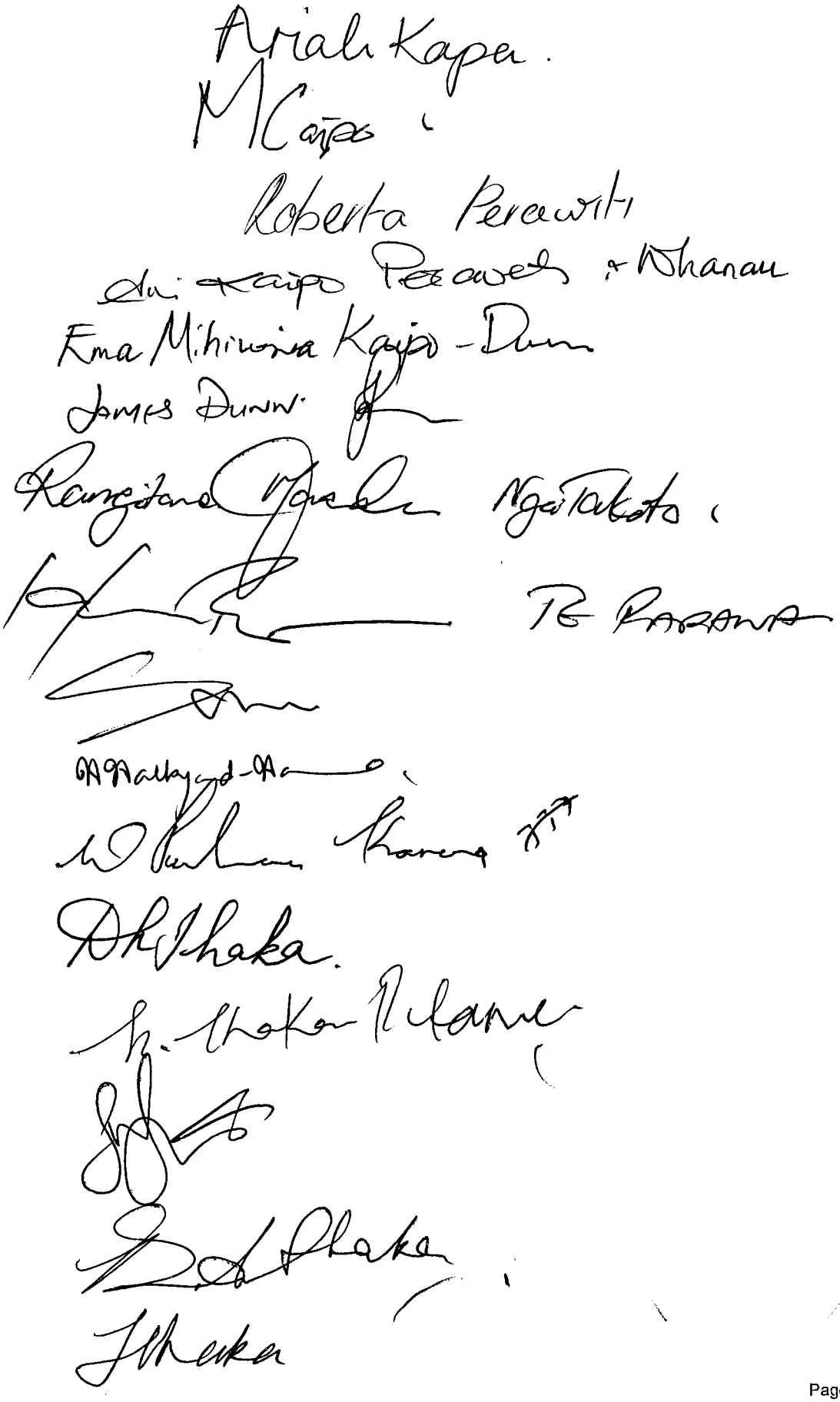
Shona Nathan

Nita-K.

Talia Jessamani Ashby.

Karena Justice Karena:)

Other witnesses / members of Te Aupōuri who support the settlement



Other witnesses / members of Te Aupōuri who support the settlement

Duncan Kapa Draper

Dot Tahitahi (?) Paki Tahitahi R.I.P

[signature] mo Henry Peters (d)

Maki K. Havaniva

William K. Havaniva

Bertha Jerkovich.

[signature]

C J Petera

Karen Wheeldon

[signature]

[signature]

Merekowhai Hancock-Wiki

Yvonne Marcia Robson me oku Tamariki.

Te Ranini Kura Conrad-Ellis

Ngakuna Conrad.

Edward Harris.

Te Rau Aroha o Hela Martin.

Eileen Kapa.

Wairirirangi Elizabeth Te Whata

Other witnesses / members of Te Aupōuri who support the settlement

RAIA KAPA

Tiwha Everitt.

Stephen

TEMEPARA KAAKA

Peter Pomare

Levon

Cheyanne Tokerau.

Rhiggy

Mereana Gray

Shirlene Murphy

Other witnesses / members of Te Aupōuri who support the settlement

Nopera Panekareao
Mayis Nopera
Te Puawai Nopera
Della Nathan.
Mihimiro Henare Na Wiki Karena.

Matthew Wiki.
Dawid Kara
PAIGE NEHO.
Hiwa Wiki

Keepa Wiki.
Taku Aroha Wiki
Kanewa Harrison.
Jennifer Ihaka
Pania Victoria Subritzky
Jordyn Wiki
Nagaia Wiki
Lorraine Spencer

Other witnesses / members of Te Aupōuri who support the settlement

Josephine Haka.

Duncan Kapa

PH Conrad the Man

mariah everitt-Hohepa

Lenrece Wairata Peters

Ngaiwanga Eriha Kapa

Hinerangi Murray. (Tangoaka)

D Dib.

B. Nathan

Jamie Lenby

Shane Nathan
Te Kao, Man 89.

KWA

Ashton Sullivan Harawira

NGAIRE WIKI TE AHU RD.

Other witnesses / members of Te Aupōuri who support the settlement

Erita Thomson

Ruru Abaaqye

H. nathan

Rawiri Heka

Jordan Kaipo Dunn

LAH Karena

M. Nathan

Karina Roberts

Ranepimaria Slade

J. L. Slade

Pauline Nathan

P. Subritzky

GRANT KAAKA [signature]

Z Kaaka

[signature]

[signature]

Kaneikana (Miss Anne) Kaaka

Jordan Karena.

[signature]

Grace Kaaka

[signature]

[signature]

[signature]

HILDA PETERS [signature]

[signature]

Shane Jones (M.P.).

Mahimaru.

Pamela Kaaka

[signature]

Spooner

[signature]

ETANA ROBERTS

Kawaka Wiki

[signature]