NGĀ HAPŪ O TE IWI O WHANGANUI

and

TAKAPAU WHĀRIKI TRUST

and

THE CROWN

HE RAU TUKUTUKU

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

Initialling version for presentation to Ngā Hapū o Te Iwi o Whanganui for ratification purposes

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngā Hapū o Te Iwi o Whanganui and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgement by the Crown of te Tiriti/the Treaty breaches and an apology; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to Takapau Whāriki, the post-settlement governance entity, that has been approved by Ngā Hapū o Te Iwi o Whanganui to receive the redress; and
- includes definitions of –
  - the historical claims; and
  - Ngā Hapū o Te Iwi o Whanganui; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀ HAPŪ O TE IWI O WHANGANUI

and

TAKAPAU WHĀRIKI TRUST

and

THE CROWN

1 BACKGROUND

Te Mātāpuna – the spring / the well

Ā mua, i muri ōu kōrero

The solutions of tomorrow are derived from the lessons of the past

Ko Matua te Mana te pou tuarongo
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatipua rāua ko Paerangi ngā maihi
Nei rā te whare kāho o Whanganui

Matua te mana is the back pillar,
Te Awa o Whanganui is the front pillar
Ruatipua and Paerangi o Te Maungaroa are the side pillars
Such is the genealogical architecture of the House of Whanganui

1.1. This deed, He Rau Tukutuku, records and provides for the matters agreed between Ngā Hapū o Te Iwi o Whanganui and the Crown regarding the settlement of the historical claims of Ngā Hapū o Te Iwi o Whanganui.

1.2. Part 1 of He Rau Tukutuku begins with the Ngā Hapū o Te Iwi o Whanganui explanation of Te Tomokanga ki Te Matapihi me Ngā Mātāpono and their significance, as set out in clauses 1.6 to 1.24. Part 1 also includes the origins and early history of Ngā Hapū o Te Iwi o Whanganui as set out in clauses 1.25 to 1.53, and the progression of negotiations with the Crown as set out in clauses 1.54 to 1.69.

1.3. Part 2 records and acknowledges Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

NGĀ HAPŪ O TE IWI O WHANGANUI EXPLANATION OF TE TOMOKANGA KI TE MATAPIHI

1.4. **Te Tomokanga ki Te Matapihi** and **Ngā Mātāpono**, the Ngā Hapū o Te Iwi o Whanganui tikanga and values framework guides and underpins relationships with Crown agencies and entities.

1.5. The text in clauses 1.6 to 1.24 is provided by Ngā Hapū o Te Iwi o Whanganui solely to give a fuller explanation of Te Tomokanga ki Te Matapihi.

1.6. In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain.

1.7. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

1.8. **Te Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**).

1.9. **Te Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Ngā Hapū o Te Iwi o Whanganui tikanga and kawa.

1.10. The gateway has two arms – **Te Uku** and **Te Rino**.

1.11. Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights their inherent right to exist, survive and thrive as mana whenua within their tribal nation. This arm creates a responsibility for Ngā Hapū o Te Iwi o Whanganui to ensure that their participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

1.12. Te Rino is the arm of the gateway that acknowledges manuhiri, and in the te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

1.13. All Crown entities and agencies are considered manuhiri. Ngā Hapū o Te Iwi o Whanganui welcome the Crown as manuhiri to enter through the gateway into Te Whare Kaho, their values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and agencies. Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa.

1.14. **Tupua Te Kawa** is a set of intrinsic values that underpin and support Te Awa Tupua.

Ngā Mātāpono

1.15. The gateway is supported by pou. Embedded in this are Ngā Hapū o Te Iwi o Whanganui values and tikanga that guide all relationships in Te Whare Kaho. It is important for Ngā Hapū o Te Iwi o Whanganui that these values guide and underpin their relationship with Crown agencies and entities.

Toitū Te Kupu: Integrity

1.16. A relationship of innate integrity is founded on both the intent of one's word and the truth of its expression. Ngā Hapū o Te Iwi o Whanganui expect their partners to act with innate integrity when providing services to their whānau and whenua.

Toitū Te Mana: Inherited authority

1.17. A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga.

Toitū Te Whenua: Physical and metaphysical sustenance

1.18. A relationship of physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care by humanity towards the natural world.

Tupua Te Kawa

1.19. **Tupua Te Kawa** and **Te Tomokanga ki Te Matapihi** are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within Te Whare Kaho.

Nō te kawa ora a 'Tupua Te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

1.20. Tupua Te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

1.21. Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

1.22. Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

1.23. The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

1.24. Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

THE ORIGINS AND EARLY HISTORY OF NGĀ HAPŪ O TE IWI O WHANGANUI

"Ko Matua te Mana te pou tuarongo,

Ko Te Awa Tupua o Whanganui te tāhuhu,

Ko Te Kaihau ō Kupe te pou mataaho,

Ko Haunui-ā-Pāpārangi te poutokomanawa,

Ko Ruatipua, ko Paerangi i Te Moungaroa ngā maihi.

Nei ra Te Whare Kaho o Whanganui."

"Ruapehu is the back post, (Our past)

Whanganui is the ridge pole, (Our connection)

The estuary is the front post, (Our present and future)

Haunui-ā-Pāpārangi is the centre post (Our tribal identity)

Ruatipua and Paerangi i Te Moungaroa are the principal rootstock, (Our stability)

Such is the unique genealogical architecture of the House of Whanganui!"

1.25. Ngā Hapū o Te Iwi o Whanganui is one of four large natural groupings recognised by the Crown within the overall tribal domain of Whanganui, for the purposes of the settlement of their land claims.

1.26. Tūpuna of Ngā Hapū o Te Iwi o Whanganui include:

1.26.1. Ruatipua;

1.26.2. Paerangi;

1.26.3. Haunui ā Pāpārangi;

1.26.4. Hinengākau;

1.26.5. Tamaūpoko; and

1.26.6. Tūpoho.

1.27. Taitoko Te Rangihiwinui (Major Kemp), recognised nineteenth century statesman of Whanganui descent, acknowledged that there are two eponymous ancestors that form the ancient rootstock of Whanganui Māori. One is Ruatipua and the other is Paerangi.

1.28. The earliest discovery of Aotearoa is attributed to Te Kāhui Māui, the Maui clan. The pepeha that has been retained through oral Iwi tradition is:

*"**Ko Tahu-ā-rangi te waka.***

Tahu-ā-rangi is the ancestral vessel.

Ko Rangi-tukutuku te aho.

Rangi-tuku-tuku is the fishing line.

Ko Piki-mai-rawea te matau.

Piki-mai-rawea is the hook.

Ko Hāhā-te-whenua te ika kei rō wai.

Hāhā-te-whenua is the fish (of Maui)".

1.29. This pepeha is actually a codified reference to the astrological co-ordinates and geographical phenomena utilised by these ancient 'way finders' circa 600 BC, to voyage to Aotearoa from Hawaiki-nui.

1.30. In accordance with the Whanganui tribal narrative and the customary rights of tenure, Te Kāhui Māui are the basis of their 'take taunaha' – 'right by discovery'.

1.31. In keeping with the tenets of 'take taunaha', it was Te Kāhui Māui who performed the first ritual of naming the land (tapatapa), giving sacred expression to the names of the mountain peaks within the central plateau and on the west coast of Te Ika-a-Māui:

"Matua-te-Mana" – "absolute of authority" (Ruapehu)

"Matua-te-Tapu" – "absolute of things sacred" (Taranaki Maunga)

"Matua-te-Toa" – "absolute of the warrior code" (Tongariro)

"Matua-te-Pono" – "absolute in servitude" (Ngāuruhoe)

"Matua-te-Hine" – "absolute of the female essence" (Pihanga)

"Matua-te-Takakau" – "absolute of purity" (Te Rauhoto)

1.32. Collectively, the above mountains are known as "Te Kāhui Maunga", or "the Mountain Clan."

1.33. Key navigational landmarks were also named and recorded, including the highest visible peak of Ruapehu called "Pare-te-tai-tonga" – "she who wards off the southerly winds." Upon their return to Hawaiki-nui, Te Kāhui Māui shared their knowledge of their discovery with their people. This would lead to the next phase of first residential occupation in the southeast quadrant of Ruapehu by an ancestor known as Te Hā.

Te Hā

Mōuruuru

Mōrekareka

Whāia

Whirotipua

Tai-te-Ariki

Herehunga

Mawetenui

Maweteroa

Pōwhakarau

Patareonge

Te Ikatauirangi

Paerangi

1.34. Te Hā was an early tāngata whenua ancestor, associated with the lands around Ruapehu, in particular the south-eastern slopes undulating out to the lands of Te Onetapu Desert.

Te Hā

Mōuruuru

Mōrowhio	Mōrekareka
Houmea	Whāia
Taketake	Whirotipua
	Tai-te-Ariki

1.35. Conflict arose between the descendants of Houmea and Whirotipua, when the children of Houmea, named Tura and Rotuia, killed Tai-te-Ariki at the summit of the Desert Road, using slings and stones. This sacred tribal site is known as “Te Roro o Tai-te-Ariki,” or “the brain-matter of Tai-te-Ariki.” The spilling of his blood is forever commemorated in the name of “Te Onetapu” or “the sacred sands”.

1.36. The slain body of Tai-te-Ariki was prepared for ritual interment at Ngā Rimutāmaka at the foothills of Ruapehu, and later, transported up onto the summit of Ruapehu, and buried there at Te Pa-tatau-o-te-rangi. A burial befitting the reigning nobility of the time.

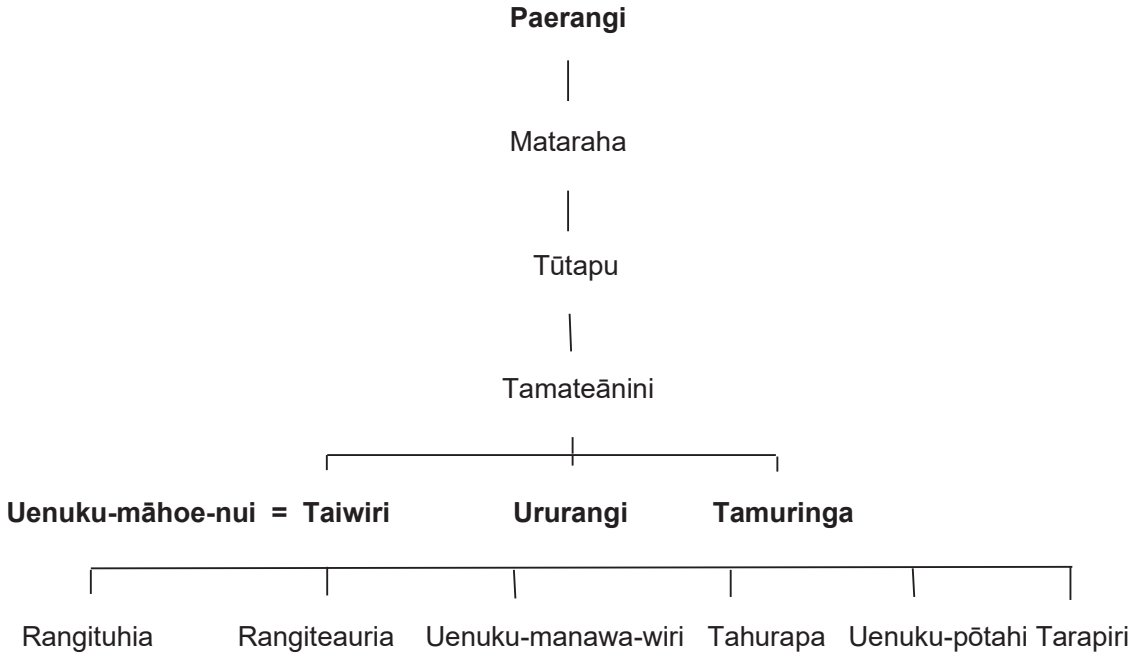
1.37. Te Tini a Te Hā (The multitudes of Te Hā) continued to evolve as a unique highly ritualised tribal society for the next several generations. The evolution of this pre-fleet iwi is illustrated by their establishment of a socio-religious nucleus or tuahu known as Te Wiwini o Tū at a location known as Tuhirangi, near Waiouru township. In parallel to this was the establishment of the sacred whare wānanga on the slopes of Ruapehu known as Te Rangiwānangananga. Ngā Rimutāmaka would become renowned as the place where the ritual rites of passage for the deceased nobility would take place, before being interred on the summit of Ruapehu. Interment on the summit was still in practise in the decade of the early 1920's, and the whare wānanga only became inactive in 1966 following these lands becoming part of the military lands. Interment on the mountain summit highlights the connection of the elite nobility to their respective individual sacred mountain throughout Aotearoa.

1.38. A new era of reign was heralded by the birth of Paerangi. His birth was foreseen by the seers through ritual divination. Born at Ngā Rimutāmaka, he was seen as a prophesied leader who possessed the genetics of both the human and divine – 'he tāngata, he tipua'. Hence, he was known as Paerangi-i-Te-Moungaroa, – or 'Paerangi of the Milky Way' and also 'Paerangi-i-Te-Wharetoka', – or 'Paerangi from the house of stone.'

1.39. Aropeta Haere-tū-te-rangi, a nineteenth century tupuna, made a clear statement attesting to the 'mana' of Paerangi:

> 'Nā Paerangi i paranitia te whenua'.
>
> 'It was Paerangi who branded the land.'

1.40. Whanganui tribal narrative describes that Paerangi descended onto Ruapehu by the means of an ancestral bird 'Te Rau-a-Moa'. The sacred talisman Te Rau-a-Moa, and the mystical powers possessed by it, are well recorded both in Whanganui and Ngā Rauru customary narratives.

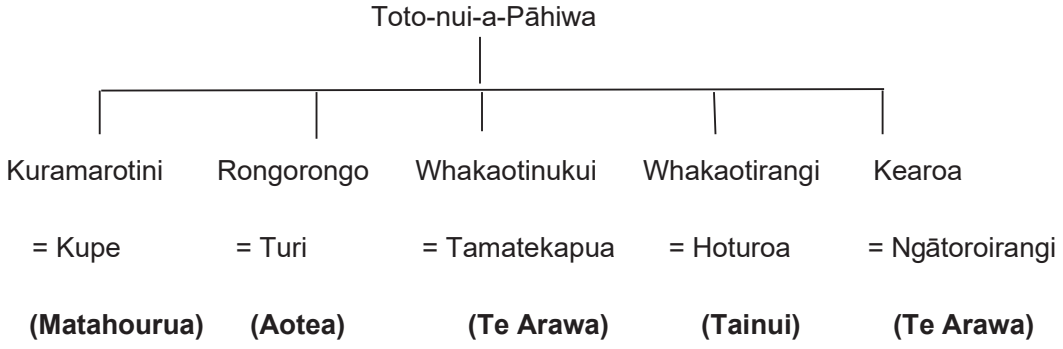


1.41. The union of Tamateānini's daughter, Taiwiri, to Uenuku-māhoe-nui was a strategic marriage to unite the two dynasties: Ruatipua of the Whanganui river valley and Paerangi of the mountain region. Strategic marriages were vital to survival, as the advent of peoples who had come with the 'fleet' of 1350 from Hawaiki was being felt within the interior central plateau. The war lords of the Ruatipua dynasty presented an ideal alliance for the more passive religious society of the Paerangi people. Ururangi, as the leading male, inherited the sacred responsibilities associated with maintaining the tūāhu and the whare wānanga, whilst Taiwiri, the matriarch, inherited the 'mana' of the land between the Hautapu, Whangaehu and Mangawhero rivers.

1.42. The advent of Kupe from Hawaiki Rangiātea aboard Matahourua waka is well accounted for in Ngā Hapū o Te Iwi o Whanganui narrative. Kupe, on arrival at the mouth of Te Wai-nui-a-Rua (the great waterway of Ruatipua, known today as the Whanganui River), named the vicinity at the river mouth –'Te-Kaihau-a-Kupe'. He then travelled up the river and in the vicinity of Kākata, Kupe shape-shifted his guardians into 'mokomoko nui', or 'giant reptiles'. The names of his guardians were Arai-te-uru and Niwa. He then instructed them to travel inland on a reconnaissance, following the Whanganui River valley. The guardians followed the river to Mokonui, east of Rānana, and then, following the Whātaumā stream, they climbed the ridge of Mairehau, making clear their view to the foothills of Ruapehu. There they observed the occupational fires of an ancient clan – the Paerangi clan. They returned to Kupe with the expression 'kua kā kē ngā ahi', meaning that 'the fires of occupation already burn'. This whakataukī is commemorated in the Whanganui narrative as:

> 'Kua kā kē te ahikā roa nā Paerangi-i-te-wharetoka.'
>
> 'The long standing fires of Paerangi have already been ignited.'

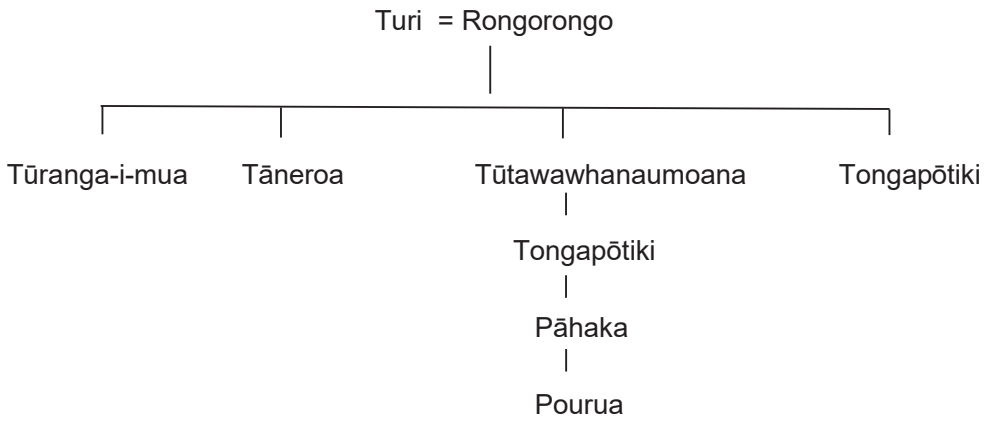
1.43. Following in the wake of Kupe after his return to Hawaiki Rangiātea, and based upon the knowledge he imparted to Turi, the next waka to arrive on the west coast of Te Ika-a-Māui was Aotea.



1.44. While travelling to Aotearoa, Aotea was at Rangitāhuahua (Raoul Island) where Ruatea, Haunui-a-Pāpārangi and others left the damaged waka of Kurahaupō and joined the Aotea crew. Kurahaupō was famed for the knowledge its people had acquired, and it was at this time the famous saying was coined:

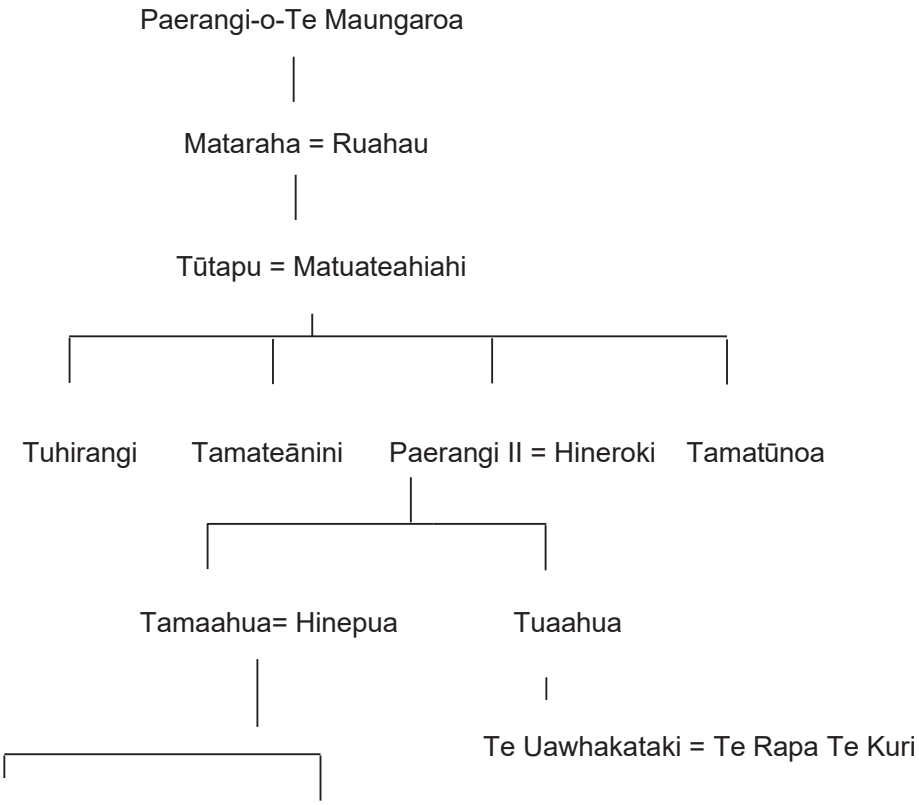
> Aotea utanganui mō te kai, mō te kōrero.
>
> The abundant Aotea, filled with food and knowledge.

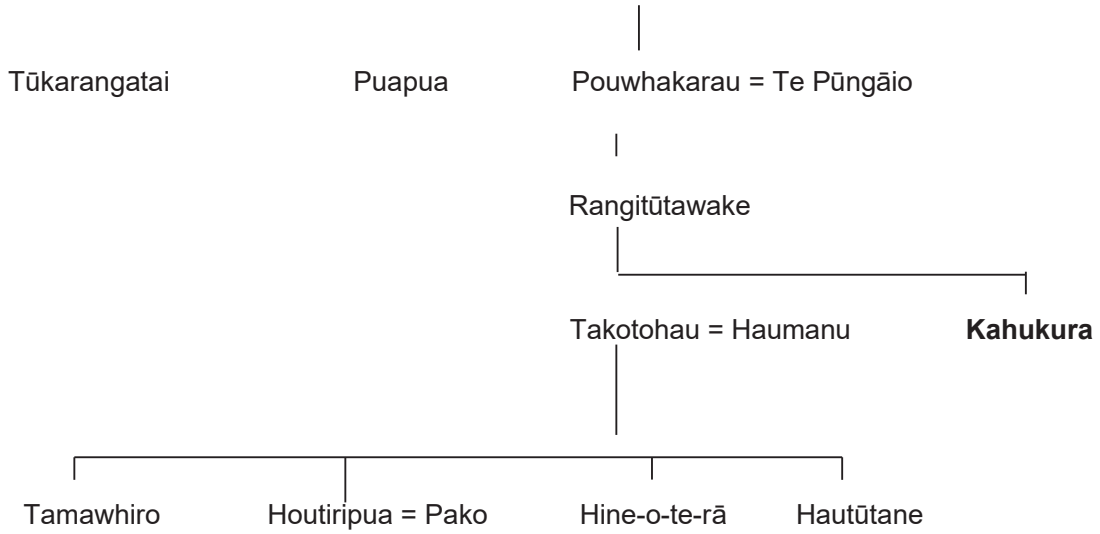
1.45. After making final landfall at Aotea Harbour, the people of Aotea migrated overland to Pātea, where they established themselves.



1.46. In the generation of Pourua, tribal narrative recalls a meeting of overlords on the watershed ridge that runs parallel to the west of the Whanganui River at Mātaimoana. This significant meeting was between Pourua of the Aotea people and Paerangi II of the Paerangi people. Their meeting was to delineate mutually agreed boundaries based upon the watershed ridge, whereby those waterways that flow from the watershed ridge out to the west coast demark the lands of the Tūranga-i-mua clans of Aotea waka, and those inland, flowing east into the Whanganui River, demark the lands of the Ngā Paerangi clans.

1.47. In this generation, it is evident that the descendants of Paerangi I had evolved from their original area of primary occupation at the foot of Ruapehu, to occupy as far south as the coastal hinterland at the mouths of the Turakina, Whangaehu and Whanganui rivers. Paerangi II is the reputed 'take tupuna' of many of the aforementioned hapū of the middle and lower reaches, who eventually intermarried with the neighbouring tribes of Aotea, Kurahaupō and Tokomaru on the western boundaries, to form what is commonly referred to as Whanganui Iwi Nui Tonu.





1.48. However, it would remain the principal duty of the descendants of Taiwiri and Ururangi to maintain the nucleus of the original ahi kā in the shadow of their ancestral mountain, extending down the Whangaehu river catchment, to ensure the continuity of the whare wānanga rituals and to uphold their sacred connection and duty of tiakitanga as the mountain guardians.

1.49. The mountain and the associated river valleys were well known for their abundance of food sources and wild game, prevalent in the wide expanses of native forests abounding on the Ruapehu plateau. The forests and all their bounty leading up onto the foothills, was seen as a 'shared commons' used seasonally by various hapū of Whanganui Iwi Nui Tonu.

1.50. For the hapū/iwi of the middle and lower reaches of the river, it was the proximity of Whanganui city that provided the seasonal access to the natural resources of the coastal area. The natural wetlands and access to the sea ensured a bounty of fish species and other food sources. Traditional fishing kāinga, ancestral fishing waka, and knowledge of the traditional fishing rocks/reefs both onshore and offshore became the norm at the vicinity of the Whanganui river mouth.

1.51. The rights and control over such rich resources would become the cause for both internal and external conflicts, often resulting in the forging of new alliances through strategic marriages known as 'tatau pounamu'.

1.52. In 1819, the forerunner of colonisation was to be seen in the form of the muskets possessed by the tauā from the north, numbering three thousand strong. Upon returning from the conquest of Te Awa Kairangi (Hutt Valley), the tauā forced its way up the Whanganui River. The climactic outcome would take place at the Battle of Kaiwhakauka.

1.53. The northern invaders were defeated by a combined force of tribes from Whanganui, Tuhua and the Lake Taupō regions. This was made possible by the alliances held by the whare ariki of Tūroa. Herein after, the name of Tūroa was lorded in the following tribal maxim:

Ko Ruapehu te maunga,

Ko Whanganui te awa,

Ko Tūroa te tangata.

NEGOTIATIONS

1.54. Ngā Hapū o Te Iwi o Whanganui gave Whanganui Land Settlement Negotiation Trust a mandate to negotiate a deed of settlement with the Crown by a deed of mandate on 13 April 2017.

1.55. The Crown recognised the mandate on 27 June 2017.

1.56. The mandated negotiators and the Crown –

1.56.1. by the Whanganui Land Settlement Terms of Negotiation dated 25 July 2017, agreed the scope, objectives, and general process for the negotiations; and

1.56.2. by agreement dated 30 August 2019, agreed, in principle, that Ngā Hapū o Te Iwi o Whanganui and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.56.3. since the agreement in principle, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

AGREEMENT BETWEEN NGĀ HAPŪ O TE IWI O WHANGANUI AND NGAA RAURU KIITAHI

1.57. Ngā Hapū o Te Iwi o Whanganui and Ngaa Rauru Kiitahi share an interwoven relationship founded on and including shared whakapapa, kaitiakitanga, whanaungatanga, and mutual interest. Te Mata o Te Rua establishes the shared values, principles, and aspirations between Ngā Hapū o Te Iwi o Whanganui and Ngaa Rauru Kiitahi and is appended to this deed at part 8 of the documents schedule.

1.58. Te Mata o Te Rua is acknowledged as a living expression of the ongoing commitment of Ngā Hapū o Te Iwi o Whanganui to Te Mata o Te Rua, and to their Ngā Rauru Kiitahi whanaunga, and vice versa.

1.59. The recognition and application of Te Mata o Te Rua as the first reference for Ngā Hapū o Te Iwi o Whanganui and Ngaa Rauru Kiitahi, including for matters where shared or overlapping interests exist, upholds the mana of Te Mata o Te Rua, upholds tikanga, and fosters a spirit of reciprocity, whakawhanaungatanga, and the safeguarding of their collective authority from external interference.

AGREEMENT BETWEEN NGĀ HAPŪ O TE IWI O WHANGANUI AND NGĀ WAIRIKI ME NGĀTI APA

1.60. Ngā Hapū o Te Iwi o Whanganui and Ngā Wairiki me Ngāti Apa share an interwoven relationship founded on and including shared whakapapa, kaitiakitanga, whanaungatanga, and mutual interest. Te Matatiki establishes the shared values, principles, and aspirations between Ngā Hapū o Te Iwi o Whanganui and Ngā Wairiki me Ngāti Apa and is appended to this deed at part 9 of the documents schedule.

1.61. Te Matatiki is acknowledged as a living expression of the ongoing commitment of Ngā Hapū o Te Iwi o Whanganui to Te Matatiki and to their Ngā Wairiki me Ngāti Apa whanaunga, and vice versa.

1.62. The recognition and application of Te Matatiki as the first reference for Ngā Hapu o Te Iwi o Whanganui and Ngā Wairiki me Ngāti Apa, including for matters where shared or overlapping interests exist, upholds the mana of Te Matatiki, upholds tikanga, and fosters a spirit of reciprocity, whakawhanaungatanga, and the safeguarding of their collective authority from external interference.

1.63. Te Matatiki recognises the role of hapū at place in upholding and protecting the collective interests of all hapū and iwi within the area bounded by Te Awa Tupua o Whanganui and Te Waiū-o-Te-Ika. Te Matatiki acknowledges the Tākai Here document, signed on 9 June 2022, as an expression of shared understanding between hapū of Pūtiki, Whangaehu, and Kauangaroa. This and other such arrangements reflect enduring relationships grounded in mana and strengthen unity, mutual respect, and collaboration while upholding the mana of each hapū in accordance with Te Matatiki.

RATIFICATION AND APPROVALS

1.64. Ngā Hapū o Te Iwi o Whanganui have, since the initialling of the deed of settlement, by a majority of –

1.64.1. [*percentage*]%, ratified this deed and approved its signing on their behalf by Takapau Whāriki; and

1.64.2. [*percentage*]%, approved Takapau Whāriki receiving the redress.

1.65. Each majority referred to in clause 1.64 is of valid votes cast in a ballot by eligible members of Ngā Hapū o Te Iwi o Whanganui.

1.66. Takapau Whāriki approved entering into, and complying with, this deed by [*process (resolution of trustees etc)*] on [*date*].

1.67. The Crown is satisfied –

1.67.1. with the ratification and approvals of Ngā Hapū o Te Iwi o Whanganui referred to in clause 1.64; and

1.67.2. with the approval of Takapau Whāriki referred to in clause 1.66; and

1.67.3. Takapau Whāriki is appropriate to receive the redress.

AGREEMENT

1.68. Therefore, the parties –

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

1.68.2. agree and acknowledge as provided in this deed.

OFFICIAL OR RECORDED GEOGRAPHIC NAMES

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

2 TE MĀTĀPUNA – TE TOMOKANGA KI TE MATAPIHI

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangātiratanga,
our legacy, our aspirations, our future.

TE TOMOKANGA KI TE MATAPIHI

2.1. Te Tomokanga is a ceremonial gateway that leads onto the main courtyard of a marae. Manuhiri (visitors) must traverse this pathway in order to fulfil the formal ritual of encounter, the pōwhiri.

2.2. Te Tomokanga symbolises the values (Ngā Mātāpono) carved into the entranceway.

2.3. Te Matapihi, a significant landmark, is a window for Ngā Hapū o Te Iwi o Whanganui to look out to the external world, though their tribal lens.

2.4. For Ngā Hapū o Te Iwi o Whanganui, it is the entrance into the Whanganui tribal domain.

TE UKU AND TE RINO

2.5. Te Uku represents Ngā Hapū o Te Iwi o Whanganui and their rights and responsibilities, as tāngata whenua within their tribal domain, to ensure that their relationship with the Crown endures for the benefit of future generations.

2.6. Te Rino represents the Crown in its relationship with Ngā Hapū o Te Iwi o Whanganui under te Tiriti o Waitangi.

NGĀ MĀTĀPONO: TOITŪ TE KUPU, TOITŪ TE MANA, TOITŪ TE WHENUA

2.7. Ngā Mātāpono are the intrinsic values of Ngā Hapū o Te Iwi o Whanganui.

Toitū Te Kupu: Integrity

2.8. Integrity is founded on the intent of one's word and the truth of its expression.

Toitū Te Mana: Inherited authority

2.9. Inherited authority is founded on the recognition of the permanence of iwi mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the

relationships between humanity and the natural world, and people with one another, through appropriate tikanga.

Toitū Te Whenua: Physical and metaphysical sustenance

2.10. Physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care of humanity towards the natural world.

CROWN ACKNOWLEDGEMENT OF TE TOMOKANGA KI TE MATAPIHI

2.11. The Crown acknowledges and respects the importance of Te Tomokanga ki Te Matapihi to Ngā Hapū o Te Iwi o Whanganui.

2.12. The Crown acknowledges that Ngā Hapū o Te Iwi o Whanganui –

2.12.1. has a desire to have a relationship with the Crown based on Te Tomokanga ki Te Matapihi; and

2.12.2. regards Te Tomokanga ki Te Matapihi –

(a) as underpinning the settlement of their claims against the Crown; and

(b) as the basis for resetting the relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown.

DRAFT SETTLEMENT BILL

2.13. The draft settlement bill will –

2.13.1. include Te Tomokanga ki Te Matapihi in subpart 1 of part 1 of the draft settlement bill, on the terms set out in that bill; and

2.13.2. record that:

(a) the purpose of the settlement legislation includes to give effect to certain provisions of this deed of settlement; and

(b) the intention of Parliament is that the provisions of the settlement legislation are interpreted in a manner that best furthers the agreements expressed in this deed of settlement.

3 TE PAE WHAKARAUHĪ: [HISTORICAL ACCOUNT IN TE REO MĀORI]

Te Pae Whakarauhī – The Threshold of Resolution

Rapua te huarahi whānui hei ara whakapiri i ngā iwi e rua i runga i te whakaaro kotahi

Seek the broad highway that will unite the two peoples towards a common goal

3.1. [The Crown's acknowledgement and apology to Ngā Hapū o Te Iwi o Whanganui in parts 5 and 6 are based on this historical account.

3.2. [*Historical account*].]

4 TE PAE WHAKARAUHĪ: HISTORICAL ACCOUNT

Te Pae Whakarauhī – The Threshold of Resolution

Rapua te huarahi whānui hei ara whakapiri i ngā iwi e rua i runga i te whakaaro kotahi

Seek the broad highway that will unite the two peoples towards a common goal.

4.1. The Crown's acknowledgement and apology to Ngā Hapū o Te Iwi o Whanganui in parts 5 and 6 are based on this historical account.

TE TIRITI O WAITANGI/THE TREATY OF WAITANGI AND WHANGANUI LAND DEALINGS, 1839-1846

4.2. Whanganui Māori had very little recorded contact with Pākehā prior to the 1830s. The New Zealand Company was a London-based corporation established to promote the systematic colonisation of New Zealand. In 1839 the Company arrived and sought to acquire land for British settlement.

The New Zealand Company Claim, 1839-1841

4.3. On 16 November 1839, near Waikanae, three rangatira with affiliations within the Whanganui region went aboard the Company's ship Tory, where they were presented with an English-language deed purporting to convey over a million acres stretching from the mouths of the Manawatū and Pātea rivers inland to Tongariro. The document included language noting the Company would hold a portion of the ceded land in trust for the Māori vendors. Ambiguous in its content and coverage, the deed was inadequately translated for the rangatira. Other Whanganui rangatira later said that these three did not have the right to sell the land without the consent of the other chiefs.

4.4. Two rangatira returned to shore after signing the deed while the third remained on the Tory to escort Company officials to Whanganui where the officials planned to distribute goods specified in the deed as payment. Bad weather prevented the Tory from landing at Whanganui, and Company officials departed without completing the transaction. In December 1839, missionary Henry Williams visited Whanganui and wrote that "rangatira there were under considerable alarm lest the Europeans take possession of the country."

4.5. On 14 January 1840, the Crown proclaimed that no further land dealings between Māori and Pākehā were permitted and no prior transactions would be recognised by the Crown until their validity had been investigated. The Crown subsequently established a Land Claims Commission to investigate hundreds of pre-1840 Pākehā land claims.

Te Tiriti o Waitangi at Whanganui

4.6. As of 1840, the hapū and iwi of Whanganui retained and exercised customary rights and responsibilities over a broad rohe centred on the Whanganui River. In May 1840 there were far reaching consequences for Whanganui Māori when Crown representatives brought te Tiriti o Waitangi to Whanganui, and in the same week Company officials returned to complete their transaction.

4.7. In February 1840, Lieutenant-Governor William Hobson began negotiations to secure Māori agreement to te Tiriti o Waitangi with iwi and hapū in Te Raki (Northland). Te Tiriti was drafted in English and translated into te reo Māori by missionary Henry Williams. Most rangatira signed a reo sheet. After the first signing at Waitangi on 6 February, Hobson sent copies to other parts of New Zealand to obtain further Māori signatures. On 21 May 1840, before any Crown representative had brought te Tiriti to Whanganui, Hobson proclaimed sovereignty over the whole of New Zealand.

4.8. It was not until 23 May 1840 that Henry Williams brought a copy of te Tiriti o Waitangi to the region. This copy, known as the Henry Williams or "Cook Strait" sheet, was in te reo Māori. Nine signatures were added to this copy on 23 May and five on 31 May, under the heading "Chiefs of Wanganui". No Whanganui rangatira signed an English-language version of te Tiriti o Waitangi. According to Jerningham Wakefield, Williams distributed a blanket to each signatory.

4.9. The reo Māori text brought to Whanganui in May 1840 guaranteed Māori would retain "te tino Rangatiratanga o ratou wenua o ratou kainga me o ratou taonga katoa". This was different to the English text, which read: "the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession."

4.10. In May 1840, Whanganui rangatira signed te Tiriti o Waitangi. The presence of both New Zealand Company representatives and government officials, both seeking signatures and distributing goods, added to potential confusion. One notable signatory, Pēhi Tūroa, was later reported to have said that "a blanket is no payment for my name. I am still a chief." While those who signed te Tiriti o Waitangi likely understood that they were agreeing to some form of future engagement with Pākehā, there is no record of the explanation given to them of the meaning of what they had signed. When Whanganui rangatira signed te Tiriti o Waitangi, their understanding of it would have been based, among other things, on the Māori text with which they were presented, and local events surrounding its signing.

4.11. As Williams negotiated the signing of te Tiriti, New Zealand Company representatives were waiting in Whanganui to complete the November 1839 deed. A hui held near Pākaitore on 27 May drew approximately four to eight hundred attendees, but many of those with interests in the land were not present. Some 32 rangatira signed the deed, in addition to the two who had signed in 1839. However the translation of the deed provided by the Company was insufficient, and it is certain that many of the 34 who signed the Company's deed did not understand its terms.

4.12. Following the signing, the Company took ashore the goods offered in consideration for the land. The distribution degenerated into a melee and a number of signatories, including Te Anaua and Te Pēhi Tūroa, received little or nothing. There was a trading relationship between Company representatives and a Whanganui rangatira, leading some Whanganui rangatira to perceive the goods presented by the Company as a gift exchange within the context of tikanga, rather than as payment for the land. The day after the Company's gifts were distributed, Whanganui Māori made a return gift of a huge quantity of provisions. The Company representatives recorded that this was a "homai no homai, literally a gift for a gift".

4.13. By December 1840, some Whanganui Māori had constructed thirty whare on the west side of the river not far from Pākaitore in anticipation of Pākehā moving there. At this time, Company officials arrived to start surveying sections for Pākehā who had purchased land from the Company, the first of whom began to arrive the following month on 4 January. Shortly afterwards on 9 January 1841, the Crown issued a proclamation cautioning owners

of Company land orders against moving to Whanganui because the Crown had not yet granted the Company any land. This was ineffectual, however, and the Crown did nothing to enforce its proclamation; by the end of January about fifty Pākehā had already arrived and begun trading with and employing Whanganui Māori.

4.14. Some of these Pākehā established a small town, later named Petre (pronounced "Peter"), across the river from Pūtiki. A Crown-appointed magistrate arrived in Petre in September 1841. Company efforts to survey and settle land beyond Petre prompted growing Māori opposition, which led the magistrate to warn Pākehā about not intruding on the disputed land until ownership had been investigated.

4.15. In 1841 Pākehā began attempting to establish farms on lands beyond Petre, encroaching on lands which Whanganui rangatira considered they had no right to. In September 1841, Māori had "protested in the strongest manner" against Pākehā taking land on the eastern side of the Whanganui River, saying "you may take our land, but you shall break our necks first". In February 1842, three Pūtiki rangatira wrote to the magistrate suggesting that "the Europeans shall have a part, and we will keep a part ourselves", and setting out areas, including their kāinga and cultivations, that they wished to retain, noting that they spoke not only about Pūtiki, but also "all our other places on this and the other side of our settlements". The same rangatira wrote that "for the piece of land we propose giving (or letting go) to the Europeans, we must agree on the terms; it must be a larger payment than was before made [in 1840]." However in July 1842, a missionary commented that in the Company's planning, "not a single pā had been reserved and only a small portion of their plantations."

4.16. Pūtiki Māori especially wished to ensure Pākehā did not take possession of land around Pūtiki. In July 1842 Māori were recorded having "often" said of their land at Pūtiki "this is the place of my ancestors, here we have fought our battles and here lie our dead. What payment will buy it? We will not sell it." In August 1842, when Māori finally put a stop to any more surveying, the Company had surveyed nearly 40,000 acres on both sides of the river.

Investigating the Company Claim, 1842-1845

4.17. In November 1840, the New Zealand Company agreed to give up its claim to have purchased over 20 million acres in exchange for the Crown granting it four acres of land for every one pound it had spent on emigration and settlement. In May 1841, the Company claimed 89,600 acres, or 140 square miles, around the mouth of the Whanganui River under this agreement. The British government assumed the Company's transactions were valid, but Governor Hobson quickly discovered Māori contested the nature of these transactions. To allow the Company to complete negotiations, in September 1841 Governor Hobson agreed, without consulting Māori, to waive pre-emption (the Crown's exclusive right to acquire Māori land) in favour of the Company in several locations, including for 50,000 acres in Whanganui. The Company, though, did not pursue further negotiations with Māori, instead offering sections to Pākehā in Whanganui.

4.18. In June 1842 William Spain, appointed by the Crown as Land Claims Commissioner, began hearing evidence in Wellington inquiring into the New Zealand Company's claims. He soon heard evidence that raised serious questions about Māori understandings of the Company's deeds including that in Whanganui. In August 1842 this led the Company to seek to take up Hobson's earlier pre-emption waiver. Hobson had since died, and Acting Governor Shortland proposed that Spain arbitrate negotiations between the Company and an agent he would nominate to represent Māori interests. Instead of only determining the validity of the Company's claims, Spain was also tasked with reporting about land that Māori had not sold, and did not wish to sell, but might nevertheless be purchased. The

Sub-Protector of Aborigines appointed to represent Māori in this process was an inexperienced and young 19-year-old, who was instructed to "afford the New Zealand Company every facility".

4.19. Spain finally arrived at Whanganui in March 1843 to investigate the Company's claim there. However, the Company had decided to withdraw from the arbitration, and its representatives did not attend Spain's hearings. Spain heard evidence from Whanganui rangatira confirming that they did not understand the terms of the Company deed. Some rangatira expressed willingness to Spain to receive additional compensation, with one important rangatira testifying that he consented to sell land because he "thought there would be sufficient payment for every one". Te Māwae, among those who strongly opposed selling any lands, disputed the right of any rangatira to do so when others with interests in the land did not consent. Te Māwae, who was absent at Waikanae when the Company's transaction took place, told Spain that when he heard of it on his return to Whanganui, "I was vexed... and was cross with the Whites and with my own people".

4.20. In April 1843 Spain assured Whanganui Māori that "it never was and never will be the intention of the Queen to disturb the natives in the possession of the pahs [sic], burying places, or cultivations, or to take them from them without their own consent." Spain also found that "the natives of this place have not been sufficiently paid, and that this is a case for compensation." In an interim report in September 1843, Spain concluded that most of the Company's claim had not been validly purchased, and that it had "only established a claim to some land on one side of the river, where the town had been laid out."

4.21. It was not until May 1844 that Spain, Crown officials and Company representatives returned to Whanganui expecting to complete Spain's inquiry and arbitration. However, once there they learned that Whanganui rangatira did not wish to sell any land. When Spain pressed them, Pūtiki rangatira maintained their position, and Te Māwae reminded Spain of words they exchanged after Spain's inquiry the prior April: "Do you not recollect what I then told you?... I said only this, that when my throat is cut you will get the land. I still say so. I want not your money, and I will not take it." Spain refused to accept Te Māwae's decision, responding that "you cannot hold back the land", and that he would award land to the Company "whether you take the payment or not."

4.22. A week later on 16 May, Spain announced the "award" to the Company of the 40,000 acres of surveyed lands, "out of which one-tenth is reserved for your benefit," in return for an additional payment of £1000, a sum agreed upon between the Sub-Protector of Aborigines and Wakefield. Spain announced that 1,000 acres in the vicinity of Pūtiki had also been reserved, as well as Roto Kaitoke (St Mary's Lake), "eel-cuts", and fishing rights in Roto Kaitoke, Roto Kohata (Medina), Roto Wiritoa ("Dutch Lagoon"), and Roto Paure (Widgeon Lake). Spain also announced that "the Governor has also reserved for you all your pahs, cultivations, and burying grounds" within the 40,000 acres surveyed. The Pūtiki rangatira refused to accept the terms of the award, saying "they did not want the money, and that they would keep their land."

4.23. The reserved "one-tenth" reserves or "tenths" mentioned in Spain's "award" had been alluded to in the 1839 deed. They had originally been intended to act as both residence and an income-generating investment for Whanganui Māori. Spain's "award", however, recommended reserves, including for "pahs, cultivations and burying grounds" in addition to the tenths. The investment function of the tenths therefore became their main function.

4.24. In September 1844, four Whanganui rangatira wrote to Governor FitzRoy, inviting him to visit them in Whanganui and to "make peace between us and the Europeans as they continue to have ill-will towards us." FitzRoy did not reply until November 1844 when he wrote that the "very few bad or foolish men" who bore them ill-will were "vexed at having

been disappointed about the land which they were told by ignorant men belonged to them. They will soon leave you." FitzRoy asked Whanganui Māori to be "very kind to the good Pakehas who are with you," and "no land shall be taken from you against your consent," implicitly rejecting Spain's threat of May 1844 to take land even if Māori refused compensation.

4.25. A group of rangatira who held interests in the wider Whanganui region were, by late 1844, expecting to receive payment for the land. In November 1844, only a few days after FitzRoy's letter, seven Whanganui rangatira publicly urged that "the Governor should hasten here, and buy the land for the Europeans... great is our wish that the Europeans should settle permanently at our place at Wanganui". However, the objections of those rangatira who had refused to sell their lands in 1844 had not been withdrawn.

4.26. In March 1845, Spain completed a final report restating his May 1844 "award" of 40,000 acres to the New Zealand Company. His report repeated the details of acreage, payment, reservations and tenths announced in May 1844. While Spain expressed his decisions about Whanganui as binding "awards", the governor treated Spain's power as recommendatory only.

Negotiating the New Zealand Company Claim, 1845-1846

4.27. In January 1845, Whanganui Pākehā were alarmed by the visit to Whanganui of a tauā from outside the district. The visit ended without violence, but aroused fears of future conflict. By June 1845, Governor FitzRoy had decided that the British settlement in Whanganui was untenable, informed Whanganui Pākehā that it would not be possible for the Crown to protect them and advised them to leave. At the same time, he advised Whanganui Māori that it was "for you to consider how best to arrange with the settlers living among you… you had better arrange with them lest they leave you." Whanganui Māori allowed settlers to occupy some out-of-town sections which Māori had previously prevented Pākehā from taking possession of.

4.28. In November 1845 George Grey, who replaced FitzRoy as governor, arrived in New Zealand with access to additional resources that had been unavailable to his predecessors. The British government had instructed Grey to empower the Company to resolve its claims to land in New Zealand "either by grant from the Crown, or by purchase" directly from Māori. To that end the Crown would lead negotiations with Māori to complete the Company's transactions, including their claim at Whanganui.

4.29. In March 1846 Grey visited Whanganui where he met with Māori at Petre to discuss whether rangatira were willing to sell their land and accept compensation. Grey told Whanganui Māori he would complete the Company's transaction on the terms of the Spain report. Mete Kīngi, Kāwana (Paipai) and others stated they had waited a long time for payment and wanted Pākehā among them because of the economic benefits they anticipated. Te Māwae, who had previously opposed the Pākehā presence and whose people had not been paid, called for the long-promised payment to be made, saying that he now agreed, but was "sick of waiting for the payment," likening it to "throwing the net a long way into the sea, when he hauled it in at every pull he looked to see what it contained but perceived nothing and thus he went on pulling and pulling it in and still finding nothing." Te Māwae too wanted to see benefits of the transaction realised, saying "let them see horses cows money and then he should no longer be dark, there was the land, let them pay for it and it was theirs."

4.30. In April 1846, Grey instructed Crown officials to proceed to Whanganui with Company surveyors to complete negotiations for a land transaction on the terms of the Spain award. The Crown officials were led by Grey's Private Secretary John Symonds. Most of the

detailed negotiating was done by Donald McLean, a 26-year-old Police Inspector based in Taranaki.

4.31. Spain had "awarded" the Company the 40,000 acres it had surveyed, which was the total acreage of the irregular shaped "block" of surveyed sections, excluding pā, burying-places and cultivations, eel-cuts and lake fisheries, and reserves "equal to one-tenth of the 40,000 acres". However the surveyors began surveying, and officials negotiating for, a rectangular block of 89,600 acres, the same area the Company had claimed from the British government in Whanganui in 1841. Spain's 1844 "award" of 40,000 acres of surveyed sections was depicted on a map, on which it was enclosed within the larger rectangular block of 89,600 acres claimed by the Company in 1842.

4.32. Whanganui Māori knew "little or nothing" about the boundaries of the Company claim or the extent of Spain's "award," and relied on Crown officials' description of the boundaries. Māori were unaware that the boundaries negotiated by the Crown in 1846 were for a much greater area than the 40,000 acres of Spain's recommended award. It is highly probable that Crown officials were aware that the block they began surveying in 1846 was much larger than Spain's "award". Officials did not explain this to Māori, and did not acknowledge the discrepancy until after the transaction was completed in 1848.

4.33. In the course of the 1846 negotiations, Crown officials and Whanganui Māori negotiated over reserves, using Spain's recommendations as a starting point. However, while Spain had recommended both reserving land for Māori use and reserving additional "tenths" as investments, in 1846 officials did not refer to the investment function of the tenths at all, but negotiated as if the reserves were all to be for occupation and use. Whanganui Māori wanted to consolidate their reserves. They secured enlarged reserves at Pūtiki and Waipākura, and retained reserves at Kaiwhaiki, Roto Paure, Aramoho and Tutaehika. However, the Crown refused to agree to the full extent of the pā, urupā, and cultivation reserves Māori sought. Officials only agreed reluctantly to make a reserve at Aramoho, smaller than the one Māori sought, and in return for a reduction of the Waipākura reserve. Officials also wanted Whanganui Māori to give up other land in return for securing the extent of the Pūtiki and Waipākura reserves.

4.34. Pūtiki rangatira sought long-term security from reserves, with Te Māwae referring to the need "to think for succeeding generations." Officials prioritised settler interests, aiming to persuade Māori to abandon cultivations which might "interfere with the pursuits and prosperity of the settlers". Officials also unilaterally abandoned the notion of reserving "tenths" as investment reserves for Māori. While Whanganui Māori could and did negotiate, overall they made significant compromises. An official commented in May 1846 that "it is astonishing to find what vast tracts of cultivated land the natives are parting with. It cannot be without regret on their part." But Whanganui Māori were under pressure, not only from the Crown's negotiators but also from the threat of Pākehā abandoning their settlement – a prospect that led to Te Māwae giving up a further section of the Pūtiki reserve in response to settler pressure. If they wanted to retain the Pākehā settlement, Whanganui Māori had to reach agreement with the Crown over terms.

4.35. By 1 June 1846, Crown representatives considered negotiations and surveying sufficiently advanced to bring the £1,000 ashore for distribution. However, after receiving new claims to reserves and hearing rumours that some Whanganui Māori intended to travel to the conflict in Heretaunga (Hutt Valley) after receiving payment, the Crown's lead negotiator abruptly broke off negotiations on 4 June 1846 and departed at dawn on the following day. Other officials and a number of Whanganui Māori were deeply disappointed with this decision. McLean worried that they would "never again come to an arrangement over the matter" , and Tūroa expressed his regret to McLean, saying "the Europeans and you must be ashamed at your own proceedings in running off from amongst us so suddenly, when

we relied on your words for the payment as true words. No! I now see the words of Europeans are not so." Rangatira asked Grey to send someone other than his private secretary to conclude the claim, referring to the private secretary as "like a wild pig, when you thought you had got hold of him he ran away."

4.36. Over six years since first signing the Company's deed, and three years since Spain had first visited Whanganui, the status of the New Zealand Company's claims to land in Whanganui had still not been concluded.

WARFARE IN WHANGANUI, 1846-1847

Conflict and martial law

4.37. The abrupt halt to negotiations over the Whanganui Block came in the context of war in Heretaunga. In February 1846 Grey sent the military to evict iwi from Heretaunga, declining to negotiate over compensation for the loss of their cultivations until they left. After they were persuaded to leave, Crown forces and settlers plundered their houses, livestock and cultivations, stole their waka and burned down their pā in a fire that destroyed their church and desecrated their urupā. They responded, with other Māori, in a muru on several settler homes.

4.38. After conflict was renewed, Grey declared martial law on 3 March 1846, despite conflicting advice from the Crown Prosecutor and a judge. Māori left Heretaunga that day, and martial law was lifted on 12 March 1846.

4.39. Tensions rose again in March, after the arrest of two Māori, one of whom was acquitted and one of whom convicted, but later pardoned by the governor after further evidence was provided. The arrests were followed on 2 April 1846 by the killing of a Pākehā man and his son on the disputed Heretaunga land. On 20 April, Grey again declared martial law in order to give the military "the most ample means of repressing outrage." Fifty soldiers garrisoned a Pākehā farm in Heretaunga, and on 16 May, Te Mamaku, a Whanganui River rangatira, led an attack on Crown forces at the farm in which six soldiers were killed. Skirmishing continued for several weeks before conflict shifted to the Porirua district in June 1846.

4.40. Other Whanganui Māori, however, did not join Te Mamaku in this war. Te Pēhi Pākoro told a large hui at Pūtiki on 4 June 1846 he "had made up his mind to live at peace and to be one with the Pakeha," a decision endorsed by many at the hui. The next day on 5 June 1846 Te Pēhi Pākoro further assured McLean: "We shall have no quarrels here like Poniki [Pōneke, or Wellington], or other places. Those who wish to fight there may do so, but will not be assisted by myself or tribe." On 14 July Maketu, Ngapara, and about 50 men left Whanganui for Pāuatahanui, where Te Mamaku and his people were, with the intention of bringing them home. They got as far as Ōhau, north of Ōtaki, where they remained for a few days. Believing that the group was travelling south to join the conflict in the Hutt Valley, on 18 July 1846 Grey declared that "disaffected" Māori were in rebellion, and again proclaimed martial law, this time as far north as Whanganui.

4.41. Grey and Crown forces aboard HMS Driver were offshore near Ōhau on 21 July 1846, where they intended to attack Maketu's group, but poor weather prevented this. The group returned home at the end of the month without incident.

Execution and exile

4.42. On 1 and 14 August 1846, after fighting had ceased, ten Whanganui Māori were captured in the Porirua district and detained under martial law. At least one of them, Hohepa Te Umuroa, was a tupuna of Ngā Hapū o Te Iwi o Whanganui.

4.43. Although conflict had ceased and civil authority, including courts, was again functioning, the proclamation of martial law had been maintained by the Crown. The ten men were tried by courts martial at Porirua, where the defendants had fewer rights than in the civil courts.

4.44. On 14 and 15 September 1846, the first two captives were court-martialled without the benefit of legal counsel. The first prisoner, an elderly and unwell man, was found guilty of "rebellion" and carrying a spear, but was spared the death sentence as he was found to be of "unsound mind." Being found guilty, he was sentenced to confinement for the remainder of his life. He died in imprisonment in Wellington only two months later. The second prisoner was found guilty of "rebellion", and "resisting and assaulting" the man who captured him. He was sentenced to be hanged, and executed at Paremata on 17 September 1846. The same day, the officer in charge of the courts martial described the execution as "an example to the Natives many of whom were present."

4.45. The execution shocked and dismayed both Pākehā and Māori. One newspaper report considered the execution "a most sanguinary display of vengeance." In Australia, the execution was described as a "cold-blooded atrocity", "a damning blot" and a "stain" upon New Zealand's national character. Te Mamaku protested that the executed man, his younger brother, had not fought "but merely followed him," for which "he was taken prisoner and treated as a dog."

4.46. The officer in charge of the courts martial was advised by his interpreter that the execution of the eight remaining Whanganui prisoners after having been detained for some time already would be perceived by Māori as cruel and unjust, and that Pākehā in Whanganui "were likely to suffer" if further executions took place. The officer believed that courts martial could not impose a lesser sentence, so he sent the prisoners to Wellington to be tried by the civil courts. Governor Grey, however, had already sought the opinion of the Attorney General, and the prisoners were returned to Porirua for court martial at the end of September 1846.

4.47. Of the eight Whanganui Māori arrested at Paripari, one was released home on account of his youth. The remaining seven men were court-martialled on 12 October 1846. They were convicted of "rebellion", and being "taken in arms," assisting Te Rangihaeata "in the said rebellion," and having a firearm belonging to a Crown soldier shot at Heretaunga. They were sentenced to transportation for life. All seven prisoners were sent first to Auckland, where two were detained, and the five remaining prisoners, including Hohepa Te Umuroa, whose affiliations included Ngāti Hau, were transported to Van Diemen's Land (Tasmania) in October 1846.

4.48. Grey misled the Tasmanian authorities, telling them one of the men had been involved in "several murders". In fact they had not been accused, tried, or convicted of murder. He asked the Tasmanian government to ensure the exiles were "really kept to hard labour" so other Māori would learn of their severe treatment. However, Australian officials sent the men to Maria Island, which was regarded as a more humane institution. Here the men were given light duties, some freedom of movement, and separate accommodation. The men said they had been doing no more than "fighting against those who came against their country."

4.49. Four months after their arrival, Hohepa Te Umuroa became ill from an "advanced tubercular condition". Two months later, on 19 July 1847 he died, aged only 25, at the Darlington Probation Station on Maria Island. He was buried the following day in a small public cemetery; the funeral was read in Māori at his graveside, and a headstone was later placed to mark his grave.

4.50. The British Colonial Office wrote to Grey in May 1847 that the court martial's sentences of imprisonment in Tasmania were legally "void and of no effect", and required Grey find a solution to the "difficulty" of the transported prisoners. In October 1847, an Indemnity Act was passed, providing Crown officials could not be prosecuted for actions taken under martial law. In December 1847 Governor Grey released the two prisoners held in Auckland, and requested the return of the four remaining prisoners on Maria Island to New Zealand. In late March 1848, the remaining prisoners arrived in Auckland. It is not known what became of them.

4.51. In 1988 after three years of negotiations with the New Zealand and Australian governments, the remains of Hohepa Te Umuroa were repatriated by Whanganui Māori to the Roma urupā near Hiruhārama. At the time Te Umuroa returned, Whanganui Māori remember the first sightings of a small flock of exotic birds, the nankeen night heron. They were seen again at the unveiling of his headstone, and have established themselves since. Whanganui elders had never seen these birds within the river, and saw their appearance as a "tohu" – an omen. They therefore named these birds umu kōtuku.

4.52. The Australian and New Zealand governments contributed to his return and reburial, and the Minister of Māori Affairs described the Crown's contribution to Te Umuroa's return as an "attempt to redress a miscarriage of justice perpetrated last century". A Crown official commented that "justice has to be done in the end."

Development of hostilities/arrival of Crown troops

4.53. The Crown's court-martial, execution and exile of Whanganui men was a flashpoint in the existing tensions, stemming from events in Heretaunga, between Māori and the Crown in Whanganui. After Te Mamaku heard news of the execution of his younger brother, he led a tauā downriver. In early October, this tauā met with another, intending to tangi together over the death of Te Mamaku's half-brother, which they did at Pukehika. Te Mamaku and the leaders of the tauā sought to restore balance via utu after the execution. Te Mamaku said he had "no enmity to the governor until after his young relative was hung". The tauā arrived outside the town on 19 October 1846.

4.54. There was significant tension for about a week. Other Whanganui Māori intervened to protect the settlers and maintain peace. A Māori lay preacher secured a promise from the leaders of the tauā that they would not molest the Pākehā townspeople, and security was provided to the town by rangatira from both Pūtiki and upriver, including Hoani Hipango, Te Māwae, and Tāhana Tūroa. The tauā remained in and around the town for several days before withdrawing upriver. Te Mamaku threatened to return and burn down the town's police magistrate's house, saying the departing tauā was "one of boys but the next should be of men".

4.55. After the tauā departed, both Pākehā and Māori living around the town feared another tauā's arrival, and requested that the government send troops to protect the town. A Crown official warned that the troops' presence might provoke an attack, but on 20 November, the governor authorised 200 troops to be sent to the town, a stockade to be built, and a warship to remove any settlers who wished to leave. On 8 December this was ordered. The first troops arrived on 13 December 1846, and built a stockade on the site of Pukenamu pā.

4.56. By February 1847, the situation had remained sufficiently calm that Grey decided to lift the proclamation of martial law on 15 March. The proclamation had never been translated for Whanganui Māori as it was considered they would misunderstand it. The Crown's military commander objected to lifting the proclamation, asking to complete the Crown's stockade under martial law. In response, the governor extended martial law until 1 May over the area of the Company's Whanganui claim. Martial law, mistrust, and suspicion remained, and events unfolded in April 1847 that made this mix too volatile to contain.

Killings under martial law (Ngārangi's shooting, Gilfillan attack and execution of youths)

4.57. On 16 April 1847, a junior Crown military officer shot Hapurona Ngārangi, a Pūtiki rangatira, in the face. One report suggested that the junior officer was playing with a handgun when it accidentally discharged, and the bullet hit Ngārangi. According to another account, two officers were arguing with Ngārangi over the price to be paid for a raupō whare he had built for them. The junior officer pointed a pistol at Ngārangi, a struggle resulted and he was shot. Ngārangi was treated by the military surgeon and survived his injury, but the bullet remained lodged in his cheekbone.

4.58. After the shooting, Te Anaua and Te Māwae led a party of Pūtiki Māori to the stockade asking for the junior officer to be released to them, but the military kept him within the stockade. It seems that military officers convinced Te Anaua that the shooting was accidental, but unease lingered.

4.59. Two days later, a group of six Māori youths, aged 12 to 18, attacked an isolated Pākehā family in an outlying farmhouse, killing four. One of the youths said that the reason for the killing had been utu for the wounding of Ngārangi, but the killings may also have been intended to foment tension.

4.60. Five of the six youths were pursued and quickly caught by Pūtiki Māori. Martial law was still in effect, and after a coronial inquest, the youths were tried by court martial – the first real manifestation of martial law inside the Whanganui rohe. They had no lawyer, and pleaded guilty.

4.61. On 23 April, the court martial found the youths guilty, and three days later on 26 April, the Crown executed four of the five youths, hanging them in front of the stockade. Pukenamu, the site of the stockade, is still considered tapu by Whanganui Māori today because these deaths occurred here. The youth of the youngest boy meant he was not sentenced to execution, but to transportation instead. It is not known what became of him.

4.62. The court martial documents stated that it was "assembled under martial law, agreeable to the 9th clause of the Mutiny Act". This act required the commander at Whanganui to obtain the governor's approval for such executions. However, the local commander did not seek the consent of the governor to execute the youths, and Governor Grey did not receive word of the murders and subsequent court martial until after the youths had been executed. When he received word of events in Whanganui, Grey asked the military officers to send the youths for civil trial. However, the Crown's declaration of martial law meant that the law, including the Mutiny Act, had been suspended. In July 1847 Governor Grey defended the executions to the British government, claiming that the commander's actions were the "only course" open to him. As noted earlier, the Indemnity Ordinance passed in October 1847 provided that no Crown official could be prosecuted for any acts under martial law.

4.63. On 22 April, the day before the court martial, a message arrived at Pūtiki from chiefs of the October tauā, asking if the people there would join in an attack on the settlement. The

same day the messenger returned upriver carrying Pūtiki rangatira's response that "they and the Europeans were one and as such would remain". On 27 April, the Crown again extended martial law, this time over a larger area, for a further three months on the grounds that one of the youths had not been caught.

4.64. In May, in response to the execution, and for the first time since Crown soldiers had been deployed in Whanganui, Māori took up arms. Shortly after the executions, another tauā advanced on the town. Many Whanganui Māori communities were divided, some choosing to support the tauā and others not. While the Crown had imposed martial law, Māori in Whanganui acted under their own customs of martial engagement. The Whanganui Māori who joined the tauā did so under tikanga.

4.65. On 5 May, the tauā arrived within 4 miles of the town, the same day as 100 more Crown troops, dispatched the day after the Pākehā family were killed, arrived. This tauā stayed outside the town, plundering houses left empty by Pākehā who had retreated to the stockade with the soldiers. Initially, the Crown troops stayed inside the stockade, and fired on Māori forces both from the stockade and a gunboat when they came close to the town. During these early engagements, several members of the tauā, including two of the leaders, were killed or wounded. Meanwhile, men steadily joined the tauā and over several weeks, its numbers grew to between 400 and 500.

4.66. On 24 May, 200 more Crown troops arrived with Governor Grey, and the Crown forces became more aggressive. Over the next few weeks, Crown forces, supported by gunboats, made several advances up the river towards the tauā and their defences in search of a military victory. However, Crown forces were unwilling to assault prepared defences, and were unable to draw the tauā into open battle. On 4 June, a further 200 Crown troops arrived, and in the same month, reinforcements from other iwi arrived to support the tauā.

4.67. On 19 July, the tauā drew Crown forces into a battle at Kaiharau (St John's Wood), where the tauā had prepared defensive positions. Fighting took place over three or four hours until the Crown retreated from the field. Deaths and casualties were reported to be about the same on each side – four dead, and eight or nine wounded.

4.68. After that, there was no further fighting. The tauā told the Pūtiki people that they would now return inland to plant their crops, fired their guns, and dispersed. By 4 August, they had withdrawn upriver, and the Crown did not pursue them. Grey considered it pointless to pursue them as "we have no settlers to protect in that direction, and we neither wish to conquer nor to occupy the country."

Poison *(Whiritaunoka 6.4.6)*

4.69. In May 1847, during the period of skirmishing between the tauā and the military, the tauā encountered poison left in Pākehā houses outside the stockade. On 29 May 1847, McLean received a report from a justice of the peace at the Pākehā town that a Pākehā farmer had left flour mixed with sugar and laced with arsenic in his house. It was reported that the mixture was intended to kill rats, and had been left in the house because there was no time to remove it. Members of the tauā took it from the house, and the justice of the peace's report stated "we hope the rascals ate it, but no tidings of sudden deaths in the taua have reached us."

4.70. By August 1847, the local missionary recorded boasts from Pākehā of the town that it was a deliberate and orchestrated poisoning attempt. The missionary recorded that several individuals had been involved, and that "one individual thus poisoned 50lbs of flour". The missionary identified two justices of the peace as having "approved of it", and "laughed at

the mistake the natives would find they had made". A Pākehā townsperson wrote that the wife of one justice of the peace said she "knew that they should never have peace so long as a man, woman or child of them remained".

4.71. By August, the military commander in Whanganui heard that two Māori had been poisoned. In the same month, reports of deliberate poisoning in Whanganui reached Grey. Neither official took any action, and the Crown never investigated what had happened. Whanganui Māori have long said that the poison found its way upriver and caused many deaths.

Re-establishing peace / a kind of peace

4.72. After the tauā withdrew at the beginning of August 1847, they did not consider themselves defeated, the Crown troops having gained no advantage over them. Members of the tauā remaining downriver from Pukehika said that there would be no more attacks on the town – and there were not. Whanganui Māori would fight, one leader of the tauā said, only if the soldiers attacked them. The leaders of the tauā, however, were not prepared to make peace until the soldiers withdrew.

4.73. Over the next months, although tensions remained high, these positions were relaxed. In September, some rangatira of the tauā expressed a willingness to make peace. In December, leaders of the tauā were anxious to make peace with the governor, Te Mamaku assuring a missionary that they no longer had hostile feelings towards the governor.

4.74. Moves towards peace were nearly jeopardised at the end of 1847, when Crown troops destroyed a monument to Pēhi Tūroa. This extremely tapu monument was a large, beautifully carved waka, painted with red ochre and set on end at Waipākura, marking the spot where Pēhi Tūroa had died in 1845. In the last months of 1847, Crown military officers tried to pull down and remove the monument, an act which Tāhana Tūroa said would have provoked retaliation if it had succeeded. Shortly afterwards in December 1847, Crown troops were burning fern for miles around the town to facilitate any future Crown military movements up the river. In the course of this, their fire also burnt houses, an elaborately carved wharepuni belonging to the Tūroa whānau at Waipākura, and, in an "act of sacrilege", the monument. The town's Resident Magistrate feared another tauā, and offered to pay for the damage. At first, £20 was suggested as compensation, but the sum Tāhana Tūroa was paid for the destruction of the monument is unknown. Compensation was not paid for the destruction of the wharepuni, other houses, or fences until November 1848, when a further £10 was paid to Tāhana Tūroa.

4.75. Governor Grey arrived in Whanganui on 14 January, and met with settlers, to whom he promised that the town would not need to be abandoned, and the land would be paid for. The next day he met with some of the rangatira of the tauā, and confirmed a Crown official's earlier promise of an amnesty for the tauā's leaders. It was unclear what the governor's meeting with rangatira achieved, but further peace-making continued into February, when the local missionary arranged a meeting between Te Mamaku and "most of" the rangatira of the tauā with the military officers, and with Māori at Pūtiki. Te Mamaku expressed his desire for peace, announcing:

> *It is right for one to make peace and shake hands with his enemy: there is one pa, but many families; one tribe but many minds: now I make peace with the Pākehā for ever.*

4.76. The Crown would maintain a military presence in Whanganui for decades to come. Crown forces continued to stop and search every waka coming down the Whanganui River as well as Māori-owned vessels coming to port until the local missionary protested against

the practice in November 1848. The Crown's establishment of new and more formidable blockhouses generated great concern among Whanganui Māori. Tensions had decreased, but still simmered.

WHANGANUI DEED, 1848

Lingering tensions

4.77. On 30 April 1848, the young Crown official Donald McLean returned to Whanganui to renew negotiations for the purchase of the Whanganui block. In the aftermath of fighting and the Crown's execution of several Whanganui Māori in 1846 and 1847 there was still considerable tension in the region, but many Whanganui Māori were committed to completing the transaction. Important rangatira from Pūtiki and elsewhere were among those anxious to complete a transaction and receive the long-promised payment in order to secure the trading opportunities offered by a Pākehā town.

The transaction is renegotiated

4.78. The Crown had made commitments to grant land to the New Zealand Company. These commitments were strengthened by the Loans Act 1847, which vested all Crown land in the province of New Munster, of which Whanganui was part, in the New Zealand Company until 1850. The Crown took responsibility for all negotiations with Māori in relation to land acquisition. McLean was instructed to complete the purchase of lands that Commissioner Spain had recommended be awarded to the Company in 1844 and 1845. As with Symonds in 1846, McLean's task was not simply to carry out Spain's recommendations. McLean's negotiations were to be based on the instructions given to Symonds in 1846, with latitude to make "minor" changes. He was to secure Māori agreement to the boundaries of the block, identify all those with interests in it, and gain their consent to alienate those interests. The financial compensation provided to Whanganui Māori was to be the £1000 recommended by Spain.

4.79. McLean spent the first three weeks of May 1848 writing to and meeting with Whanganui Māori to inform them of his intention to proceed with the transaction. On 9 May, he met with those he considered the principal land claimants, including rangatira from Tunuhaere, Pūtiki, Pīpīriki, and Whangaehu. Two days later he met with two Ngāti Pāmoana chiefs and another from Ngā Poutama. A few days before the signing, McLean met with Patutokotoko and found them "less decided" about engaging in the transaction. He refused a request from Patutokotoko to meet separately before the public meeting to discuss the transaction began, insisting that he would see iwi on these days together.

4.80. In late May, McLean reported that "the external boundaries of the block were now clearly understood" by Whanganui Māori. However the boundaries of the purchase were not finally surveyed and/or agreed until 1850. Disputes about the location of some boundaries, including that at Kai Iwi, continued into the 1850s.

4.81. McLean gave written notice that he would hold his first public meeting on Friday the 26th and intended to distribute the compensation money on Monday the 29th. Whanganui rangatira had reportedly already been gathered, discussing their relative interests and who should receive compensation, for several days. The first meeting held by McLean in fact took place on the 25th, and was reportedly attended by several hundred Whanganui Māori, including important rangatira, many of whom spoke in support of the transaction and signed the deed.

4.82. By 29 May 1848, a total of 206 Whanganui Māori had signed the deed. However, others were not involved in the negotiations and did not sign, including a number of important rangatira with interests in the block.

4.83. Following the signing (the last signatures being made on 29 May), the £1,000 was distributed to 22 chiefs representing 15 iwi/hapū. This was an increase from the 12 groups McLean and Whanganui Māori had agreed would share the sum on the 26th of May. Each group received portions of the payment ranging from £10 to £150 each. Some of the iwi/hapū represented at the deed signing did not live permanently in the area but had customary interests in it that were based on long-standing traditions of resource use.

4.84. Crown officials represented the Whanganui transaction to Māori as covering the 40,000 acres of land recommended by Spain in 1844, but the 1848 transaction in fact enlarged the block's area to 89,600 acres. The land surveyed and included in the transaction was the area of the Company's claim (shown as the Whanganui Purchase Boundary line in fig. 1), rather than the irregular boundaries of the surveyed sections that Spain had recommended for the Company. Neither the deed nor the associated plan presented to Whanganui Māori, however, stated the acreage of the block. On 29 May, the last day on which the deed was signed, the missionary who accompanied and assisted McLean in 1848 was aware of the discrepancy. He recorded in his journal that "instead of the original block of 40,000 acres, 80,000 acres are now secured." In September 1848, four months after the deed was signed, McLean noted in his official report that the transaction included 89,600 acres, whereas Spain's award had been for forty thousand acres only. Crown officials were aware they were negotiating for more than twice the amount of land Spain had "awarded". Not only did the Crown not make known to Māori that the acreage had increased, but it also did not increase the compensation offered.

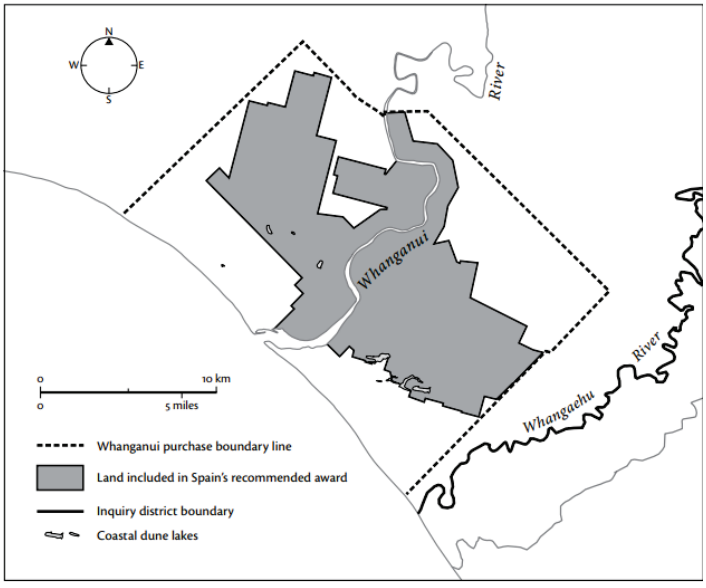


Figure 1: Map of the 1848 Whanganui purchase, showing lands included in Spain's 1845 recommendation

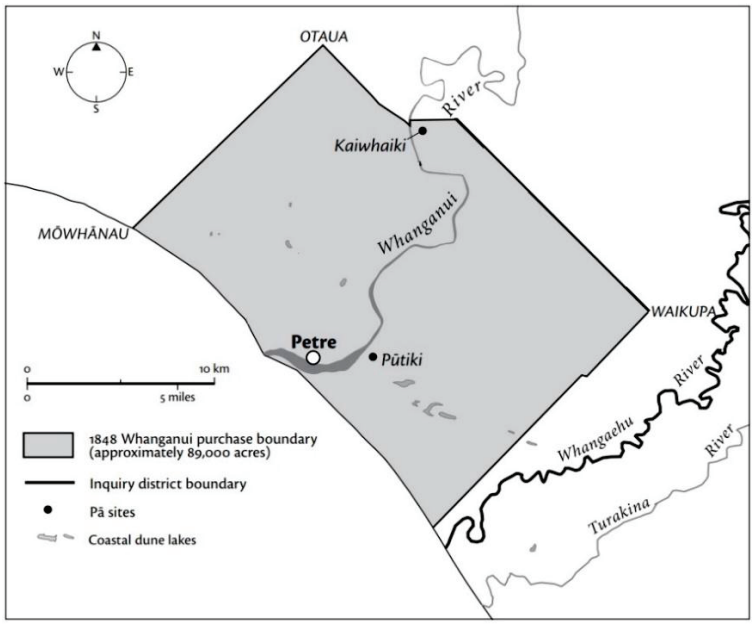


Figure 2: Map showing land included in the 1848 Whanganui transaction

4.85. The Crown had decided before negotiations commenced in 1848 to build a hospital and school for the benefit of Māori in Whanganui. McLean was instructed to inform Whanganui Māori of the Crown's intention to build a hospital, and it is likely that he presented the establishment of this hospital to Māori as an incentive during negotiations to complete the transaction in 1848. During land purchase negotiations it was common for Crown officials to encourage Māori to expect collateral benefits such as this. For example, in Whanganui McLean assured Kai Iwi Māori that they would "reap lasting benefits to themselves and their posterity". His final report of September 1848 suggested that ongoing collateral advantages arising from the transaction were crucial to his ability to persuade Māori to consent to it.

4.86. The Crown intended the 1848 Whanganui deed to provide for the permanent and binding alienation of the land within its boundaries, excepting the areas reserved for Māori. McLean was aware that the Māori signatories might not understand the transaction as a permanent alienation, and used Te Reo Māori terms which he hoped would convey the Crown's understanding of the transaction. One example of this was the "tangi clause" which stated that the vendors had wept over and farewelled the land they were selling. Another example was the description of the deed as a "pukapuka tuku whenua," which McLean translated as a "paper giving up or parting with land." The plan McLean left with Whanganui Māori after his departure read: "hei pukapuka whakamahara tonu mo ratou i nga rohe o te whenua kia oti i a ratou te tuku mo nga pakeha." All the historical evidence written down in 1848 about how Māori understood the transaction, and its tangi clause, comes from Crown and other Pākehā sources.

The nature of the transaction

4.87. Tuku whenua was a customary "practice that involved rangatira giving resources – which included gifts of land and permission to occupy land or use it for various purposes – to groups or people from outside their hapū." A tuku whenua carried the expectation that the recipient continued to have reciprocal obligations to the giver. There are indications drawn from Māori evidence about customary society which suggest that the rights of the grantor and grantee varied considerably from case to case and changed over time. Ngā Hapū o

Te Iwi o Whanganui describe tuku (to give or gift) as being totally opposite to hoko (to sell), and that any formal tuku whenua is underpinned by an ongoing relationship of mutual benefit between the donor and the recipient, whereby any digression from the original intent, as understood by the donor, can result in the retraction of the gift.

4.88. The Crown described the deed in the Te Reo text as a "pukapuka tuku whenua". This may have obscured, rather than clarified, the Crown's intention of a permanent alienation. The transaction did not take place in a purely customary context. The transaction was entered into with the Crown, which had shown it did not act in accordance with tikanga, and with whom the memory of recent conflict was still fresh. Nevertheless, at this time, Whanganui Māori greatly outnumbered Pākehā in the Whanganui rohe, and Whanganui rangatira expected to remain rangatira in their rohe. The deed marked a potential new beginning for Whanganui.

Reserves (including Pākaitore)

4.89. In his final report of 31 March 1845 Spain "awarded" all pā, cultivations, and urupā to Whanganui Māori, in addition to lands comprising one tenth of the "award". His "award" also included the reservation of Roto Kaitoke, a dune lake, rights of fishing in four other lakes, and all eel cuts within the block.

4.90. In 1848 Governor Grey reiterated to Whanganui Māori that the Crown would implement Spain's decisions, and he assured Māori that the Crown would act fairly. However, as in 1846, the Crown made no attempt to set aside the tenths reserves recommended by Spain as land Māori would retain above and beyond pā, urupā, and existing cultivations.

4.91. McLean had been instructed by Grey to induce Whanganui Māori to give up reserves that McLean considered they "did not really need." McLean aimed to limit the amount of land Whanganui Māori would retain in the block. McLean pushed hard for various Māori groups to give up reserves, especially those near the township, forested sections and other lands he thought Europeans would particularly want.

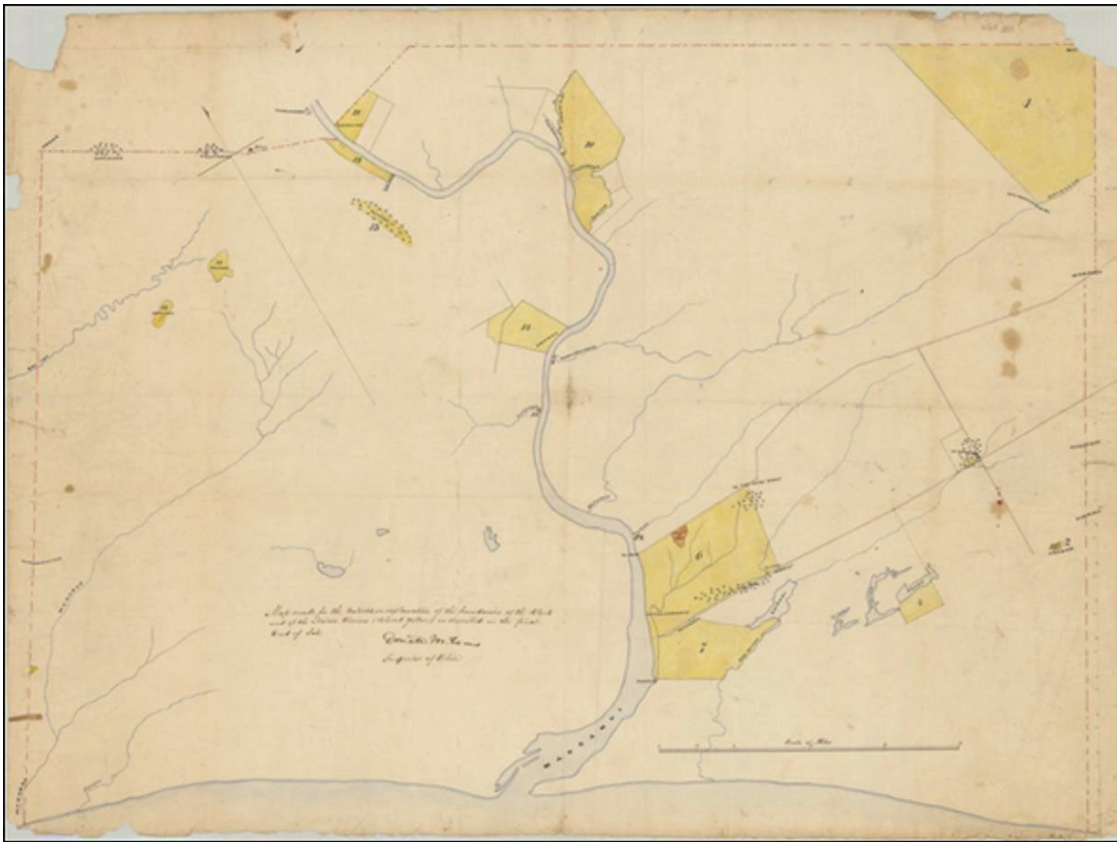


Figure 3: Map of Whanganui Native Reserves

Map key:
No. 1: Fisheries in coastal dune lakes (Pauri [Paure], Wiritoa, Kaitoke, Okui, Oakura) – not marked
No. 2: Ōmanaia
No. 3: Te Marangai
No. 4: Waikupa
No. 5: Paure [Pauri]
No. 6: Putiki Waranui [Pūtiki Wharanui]
No. 7: Pūtiki expansion
No. 8: Pūrua
No. 9: Mataongaonga [Mateongaonga]
No. 10: Waipukura [Waipākura]
No. 11: Kaiwaiki [Kaiwhaiki]
No. 12: Motuhou, Waipuna, Te Korito, Mātakitaki (just inside the Kai Iwi boundary)
No. 13: Ngāturi
No. 14: Aramoa [Aramoho]
No. 15: Tūtaieka [Tutaeika]]

4.92. Many pā, kāinga and other areas important to Whanganui Māori were not reserved, including areas that had previously been identified by Spain or by Whanganui Māori for reservation. A 200 acre block near Roto Mokoia was one of these. McLean "firmly and consistently opposed" Māori requests for cultivations on "about 20 well-wooded sections" they had wanted to retain. Other locations which Whanganui Māori wanted to reserve, but which were not reserved in 1848, included sections north of Pūtiki, sections at Mataraua (upriver from the tiny Purua reserve), land at Mataongaonga, and land at Tutaeika, where

a large reserve was diminished to one acre. Kāinga in or near the town included Te Ahi Tuatini, Te Oneheke, Te Karamū, Pukenamu, Patupuhou, Nukuiro, Kokohuia, Kaierau, Pākaitore and others.

4.93. The reserves that were finally listed in the deed secured fishing rights for Whanganui Māori in dune lakes Roto Wiritoa, Pauri, Roto Kaitoke, Okui, and Oakura. Lands were reserved at Waipākura, Pūtiki, Aramoho, Waikupa, Ngāturi, Kaiwhaiki, and Pauri (the latter adjoining the dune lake by the same name). Cultivations at Motuhou, Waipuna, Te Korito, and Mātakitaki were reserved, and a further five small reserves comprising of forested lands, urupā, and a pā site: Ōmanaia, Te Marangai, Pūrua, Mateongaonga, and Tūtaehika.

4.94. Evidence suggests that McLean pressured Whanganui Māori to give up 1,530 acres of their previously-negotiated reserves, but agreed to a further 1,186 acres of "new" reserves to the area they kept under the 1848 deed. McLean reported that the final reserves were "an amount of land considerably less" than Māori would have been entitled to under Spain's award, but suggested that this smaller amount of "new" reserves were better land than the original reserves, so Māori were not worse off. He did not account, however, for the loss of the tenth reserves. Whanganui Māori ultimately made significant concessions, abandoning many pā and cultivations. What they ended up with was what the Crown was willing to agree to after hard bargaining.

4.95. By the end of negotiations the Crown had agreed to reserve just over 7,400 acres in 15 locations for Whanganui Māori. The reserves the Crown agreed to did not provide land for all those with interests in the block. Groups particularly affected included Ngāti Tuera, Ngāti Hinearo, Ngāti Pāmoana, Ngāti Tamareheroto, and others.

4.96. The Crown's hard-nosed approach to negotiations meant that Whanganui Māori had to make significant and painful concessions in giving up reserves to provide land for the economic development of the Pākehā community. When the deed was signed in 1848, McLean estimated the reserves amounted to only 5,450 acres. They were later found to be 7,400. Even this expanded figure amounted to only around 10 acres per person for the estimated 750 Whanganui Māori with resident interests in the area. Those who did not reside in the area but visited for customary seasonal interests, including groups who retained land upriver, lost traditional fishing kāinga.

4.97. After the transaction, some rangatira tried to buy back some of the land. In 1850 Te Waka Tarewa was reported by McLean to be willing to "repurchase land at Hikitara even at a price more than 20 times higher than he received for it [in 1848], and which particular spot he relinquished with very great reluctance" as it was land "to which he has been so long attached." In the same year, McLean recorded a statement made to him by a Whanganui rangatira, Taipo, regarding the Crown's approach to reserving lands within the block:

> *E te Makarini, you have by yourself alone taken all the land in the Island, reducing our sacred spots of ancestry to your own wishes, however sacred a place has hitherto [been] you have divested it of that character, and your single hand possesses it for the Europeans.*

4.98. The Crown's 1848 transaction provided a significant amount of land for the Pākehā settlement at Whanganui to grow into. If the Crown had agreed to the tenths reserves recommended by Spain, the additional 8,960 acres of the tenths reserves would have been an important avenue of future benefit for Whanganui Māori over the long term as Pākehā settlement developed.

4.99. The Crown did not make any provision for the reserves set aside for Whanganui Māori to be inalienable by sale. By 1890 a third of the reserves created for Whanganui Māori had been sold out of Māori ownership. By the twenty-first century, only 530 acres of the 7,400 acres reserved in 1848 remained as Māori freehold land.

Pākaitore

4.100. Pākaitore, a seasonal fishing kāinga and gathering place, was a notable omission from the lands reserved for Māori within the Whanganui block. It was well-used by upper-river tribes, as well as hapū from the area. It sat at the foot of Pukenamu pā, fronting the Whanganui River. In the years prior to the signing of the deed, Pākehā began to live on Pākaitore, and part of this area became a public marketplace, where Māori from around the region came to sell produce.

4.101. By the late 1860s, a lodging-house built by the Crown for Māori at Pākaitore had fallen into disrepair, and the Crown did not replace it, though Māori requested this. Proposals in the 1870s to set aside land at Pākaitore for Māori use came to nothing, with the Native Minister in 1880 stating that establishing Māori in the middle of the town would be "objectionable".

4.102. By the end of the nineteenth century, the marketplace at Pākaitore had become a public park administered by the local council. Whanganui Māori could no longer use the site, but stayed in camps set up along the bank of the Whanganui River, where they suffered from heavy floods.

4.103. Before the European settlement was established at the mouth of the Whanganui River, many iwi and hapū from all along the river had regularly come down to the mouth of the river to exercise customary seasonal interests. The 1848 deed did not provide for at least 18 fishing kāinga used by Whanganui iwi and hapū to be reserved. This had significant consequences for inter-tribal relationships along the river.

POLITICS AND WARFARE, 1848-1870

Introduction

4.104. In the immediate aftermath of the 1848 transaction tensions remained high in the Whanganui district. The Crown continued to maintain a military force at the township. In the late 1840s, the Crown began trying to improve its relationship with Whanganui Māori and extend its influence among them. Several rangatira took up unpaid appointments as "assessors", working alongside the Crown's resident magistrate in the administration of justice in cases involving both Māori and Pākehā. Whanganui Māori adapted their existing institutions and adopted new Pākehā ones.

4.105. In mid-1849, when McLean and Te Anaua travelled up the Whanganui River, McLean recorded that Te Anaua had brought with him a flag displaying the Union Jack. Te Anaua also wore a greenstone mere "conspicuously placed" in his belt, "that we might see that while he respected the Queen's emblem of sovereignty, by having it in his canoe, he did not neglect those of his own nation, which would be regarded by the tribes of the interior, in the present state of the natives, with greater favour than any introduced representations of foreign sovereignty."

Māori initiatives and Crown responses: Constitution, Komiti and Kīngitanga

4.106. In 1852 the New Zealand Constitution Act established provincial assemblies, which were to operate in districts where "native title" to land had largely been extinguished. In areas

where Māori continued to retain most of their land, "native districts" could be established to provide for the limited operation of Māori law and custom. The Crown did not, however, establish any native districts. In theory the Act provided that Māori men aged 21 and over would become eligible to vote in provincial assemblies as they increasingly came to hold their lands "in freehold estate" as opposed to Native Title. In practice this legislation excluded all Māori women and most Māori men from participation in the parliamentary process, because at that time most Māori land remained under customary tenure.

4.107. Since the arrival of Pākehā, a number of Whanganui Māori had adapted traditional rūnanga, meetings to discuss important issues. As Pākehā settlement expanded around the motu in the late 1850s and into the 1860s, larger and more formal rūnanganui ("great rūnanga") became an important political forum where Whanganui Māori gathered to discuss important issues such as land tenure and law and order. During this period some Whanganui Māori also met with members of other groups at large, inter-tribal hui to agree some of the boundaries of their respective rohe.

4.108. During the 1850s many Whanganui Māori began to support the Kīngitanga, or King movement. This grew out of pressure generated from escalating Pākehā demand for Māori land, the Crown's land purchase practices, and a desire for pan-tribal Māori institutions of Māori authority. The Kīngitanga intended to prevent further land sales.

4.109. In November 1856, Whanganui Māori including Pēhi Pākoro and Mete Kīngi attended a significant hui at Pūkawa, where the idea of a Māori Kingship was developed. At this hui, strands of flax were hung from a pou to symbolise the sacred maunga of the chiefs present at the hui, with Tongariro represented by the apex of the pou. At the conclusion of the hui the flax strands were plaited together to signify the strength and unity shared by supporters of the Kīngitanga. In 1857 Pōtatau Te Wherowhero was selected as the first Māori King. Matemateonga, as the pou whenua of Pēhi Tūroa, was one of the maunga placed under the mantle of Pōtatau Te Wherowhero in 1857.

4.110. The Kīngitanga did not seek conflict with the Crown. An 1858 Government report regarding the Kīngitanga noted that a prominent Whanganui adherent, Hāre Tauteka, "was one of the first in the district to join the King movement, yet [he is] always professing a desire to live in peace with the Europeans."

4.111. Whanganui rangatira Pēhi Pākoro, Tōpia Tūroa, Tāhana Tūroa, and Te Mamaku were early Kīngitanga supporters. By late 1859 Tāhana Tūroa had raised the King's flag at Kaiwhaiki, and new whare rūnanga (meeting houses) had been built to conduct Kīngitanga business at various kāinga.

4.112. On 17 March 1860 the Crown began military operations against Taranaki Māori who opposed the Waitara purchase. A week later, 500 representatives of iwi from several districts, including 200 from Whanganui, convened at Kōkako. Delegates included Te Mawae, Te Anaua, Hoani Wiremu Hipango, Taitoko (or Kemp), and Pēhi Pākoro. Discussion ranged over tribal boundaries, the war in Taranaki and what the Crown was doing to purchase land. Some delegates, including representatives from various Whanganui kāinga, wanted to place all the Whanganui land they were discussing under the mana of the King. However, Te Māwae, Te Anaua, and Hoani Wīremu Hīpango declared that their sole purpose in attending the hui was to set boundaries between tribal rohe, and opposed placing the lands under the protection of the King. On their return from Kōkako, some Whanganui rangatira, including Pēhi Pākoro, Te Anaua, Hoani Wiremu Hīpango, and Te Māwae, assured settlers and Crown officials of their protection.

4.113. The Crown sought to gather support for its fight against the Kīngitanga in Taranaki by calling a national conference of chiefs. The Crown intended this event to become "a sort

of Maori parliament", where attendees would gather annually to discuss Māori affairs. Held in July and August 1860 at Kohimārama in Tāmaki Makaurau, the event became known as the Kohimārama Conference. Whanganui was represented by eight chiefs from the lower river, but other prominent Whanganui rangatira the Crown had invited did not attend. The hui canvassed topics including the Crown's approach to the war in Taranaki, the Kīngitanga, the Treaty, the Queen's sovereignty, and land tenure reform.

4.114. During the conference a number of rangatira criticised various Crown policies towards Māori. Some Whanganui rangatira spoke of their positive relationship with Pākehā and the Crown, and expressed continued goodwill and protection toward Pākehā. Te Māwae declared: "Who dares attack my Pakeha on my river, Whanganui? They are under my charge. If you injure them, it is my affair; but let no one else attempt to do so". Hīpango expressed the desirability of a law common to Māori and Pākehā, so that "the laws be made known in every place, that all men may honour them."

4.115. Te Anaua said it would be wrong for any tribe to "interfere with what is mine," and that he rejected the Kīngitanga ban on land sales. He also rejected Crown interference in land issues for the same reason, and to this extent found common cause with the Kīngitanga. He told the Crown, "I shall keep my land".

4.116. At the close of the hui, McLean presented Te Anaua with "a very handsome staff, with silver mountings, and having the royal arms and the Chief's name engraved." Te Anaua took charge of three similar staffs at McLean's request, intended for Te Māwae, Pehi Pakoro, and a rangatira from a neighbouring iwi. Mete Kingi Paetahi, addressing McLean, said "if the Governor and you should think of convening another meeting, let it be at Wanganui".

4.117. After Kohimārama, support for the King and the relationship with both Pākehā and the Crown continued to be debated in Whanganui. In October 1860 more than 800 Whanganui Māori met at a "grand council" at Parikino. Although Kohimārama delegates were unenthusiastic, most attendees expressed strong support for the Kīngitanga, declaring that "the king was the protector of their land". Hori Patene reportedly stated that the King "was not anxious about tupara (war) but about tuwhenua (the mainland)" and that Whanganui adherents of the Kīngitanga "were for the king and for peace". All present were also reported to have expressed their wish to "be at unity" with Pākehā.

4.118. When George Grey began his second term as Governor in 1861, however, he cancelled plans for further conferences. Grey thought facilitating a number of iwi from different regions to come together in a single political entity "might hereafter produce most embarrassing results." He wrote that it would not be "wise" for "semi-barbarous Natives together to frame a constitution for themselves", and suggested "it is better for the Governor to frame the measure himself". He accordingly proposed "new institutions", which operated at the local level rather than "teaching them to look to one powerful Native Parliament".

4.119. The "new institutions" expanded on the Crown's 1846 resident magistrate system. They divided the country into 20 or more native districts, each with a local rūnanga and associated officials, responsible for schools, gaols, hospitals, roading, law and order, land administration and determining land ownership. In Whanganui, eight government courthouses were established from Pūtiki to Ātene, and by 1864 there were 53 paid officials, including two important rangatira, working within the new institutions. Other Whanganui Māori, however, rejected what they saw as a Crown attempt to expand its authority over them, and established independent Kīngitanga courts and rūnanga.

4.120. In 1863, the Crown's resident magistrate wrote that he doubted Māori in Whanganui "could be led, driven or coaxed unless the power used be distinctly Māori; any purely European policy is looked on by them as the shadow of a reality of future aggression". Nevertheless, the resident magistrate told those involved in Kīngitanga courts and rūnanga that the courts were illegal, and their decisions invalid.

4.121. In August 1865, the Crown was no longer willing to fund the new institutions, and drastically reduced the institutions' funding. The system lapsed back into the former resident magistrate arrangements.

New Zealand Wars 1863, including Taranaki

4.122. In May 1863, the second outbreak of war in Taranaki strained relations between Whanganui Kīngitanga supporters and the Crown. Some Whanganui Māori were in Taranaki at this time, and joined them in the fighting against the Crown in the months that followed. In June 1863 Pīpīriki rangatira Hōri Pātene was killed in an engagement at Katikarā.

4.123. In July 1863, during the conflict in Taranaki, the Crown moved to complete the purchase of lands known as the Waitōtara block, in the north of the Whanganui rohe. The Waitōtara block had been estimated at 40,000 acres in 1859, when an advance had been paid to 14 rangatira in 1859 for it. However only four of these rangatira were among the signatories to the deed signed on 4 July 1863. Hori Kerei Te Naeroa and Mete Kīngi were among the signatories, and the deed was witnessed by Te Anaua. The final area of the Waitōtara block excluded land between Kai Iwi and the Ōkehu Stream at the insistence of leadership of Ngāti Tamareheroto. When the deed was signed, many Waitōtara Māori – perhaps as many as 400 of the owners – were away from the district, fighting against the Crown in northern Taranaki or taking refuge elsewhere.

4.124. Later in July 1863 the Crown invaded Waikato. There was no fighting at this stage in Whanganui, but even while Whanganui rangatira hoped to avoid warfare in their own rohe, some assisted rangatira in other districts, fighting with them against the Crown. In October 1863,Tōpia Tūroa, son of Pēhi Pākoro and nephew of Tāhana Tūroa, told a local missionary that he could not help becoming involved in the conflict, because the Governor was attempting "to destroy the mana of the chiefs."

4.125. In the same month, Pēhi Pākoro raised a large force of Whanganui Māori, who fought beside Taranaki Māori against the Crown near Warea in Taranaki. One of their motivations was to seek utu for Hōri Pātene. Pēhi Pākoro, Te Mamaku, and about 400 supporters returned from fighting by February 1864. Whanganui supporters of the Kīngitanga also participated in the war that took place in Waikato in 1863 and 1864.

War comes to Whanganui: Pai Mārire and the Battle of Moutoa Island

4.126. In 1862 the Pai Mārire ("good and peaceful") religion was founded in Taranaki. Pai Mārire theology drew on the Old Testament and Māori tradition, and held out the promise of Māori autonomy. Pai Mārire appealed to Māori in many districts who felt oppressed by the Crown.

4.127. At the end of April 1864 Mātene Rangitauira, a former resident of Pīpīriki and Pai Mārire convert, introduced Pai Mārire to Whanganui, bringing with him the preserved head of a Crown trooper, killed in an ambush in Taranaki earlier in the month. The head was reportedly being sent to the widows of Hōri Pātene's tribe at Pīpīriki. The Pai Mārire message was eagerly received there, and at Tawhitinui (also known as Mairekura) a settlement across the river from Rānana, and also at Ōhoutahi and elsewhere in the

district. At this time some Whanganui Māori had embraced the Kīngitanga, others chose to adopt the new Pai Mārire faith, and still others both, or neither.

4.128. In early May, Pai Mārire followers led by Mātene announced they would travel downriver to attack the town at the mouth of the river. Pēhi Pākoro attempted to dissuade Mātene from attacking the township, and placed a tapu over the lower river after Mātene insisted his forces would do so.

4.129. Pēhi Pākoro wanted to prevent war in Whanganui, to protect the town and preserve the relationships between Whanganui Māori and Pākehā. However his efforts to dissuade Mātene from proceeding downriver failed, and he urged some of his Kīngitanga followers to join other forces, led by Mete Kīngi Paetahi in preventing Mātene from traveling down the river. On 14 May, Mātene's tauā fought those Whanganui Māori seeking to block his course at Moutoa island, a shingle island in the middle of the Whanganui river between Rānana and Tawhitinui. Lasting just 15 minutes, the fighting claimed the lives of Mātene, about 50 of his followers, and 14 of the opposing force.

4.130. After the battle, the Whanganui Māori who fought against Mātene's tauā moved to take three pā previously held by Mātene and his followers, taking prisoner 40 men, women, and children. The prisoners and their captors were all closely related, and tensions heightened when the Crown refused several requests from both Te Anaua and Pēhi Pākoro to release the prisoners. Te Anaua, distressed at the outcome of the battle, asked a Crown official if they had "not done enough yet for the Queen and our friends the Pākehā?" The official still refused to release the prisoners on parole, and some were sent to Wellington. The Crown put others under the charge of their whanaunga, at Pūtiki, and some were not released until March the next year.

4.131. In 1865 the Crown erected a monument on the site of Pākaitore. This was to commemorate Māori who had fought at the battle of Moutoa the previous year against their Pai Mārire kin—who were disparaged in the monument's inscription as "fanatics and barbarians". The site of Pākaitore subsequently became known as Moutoa Gardens.

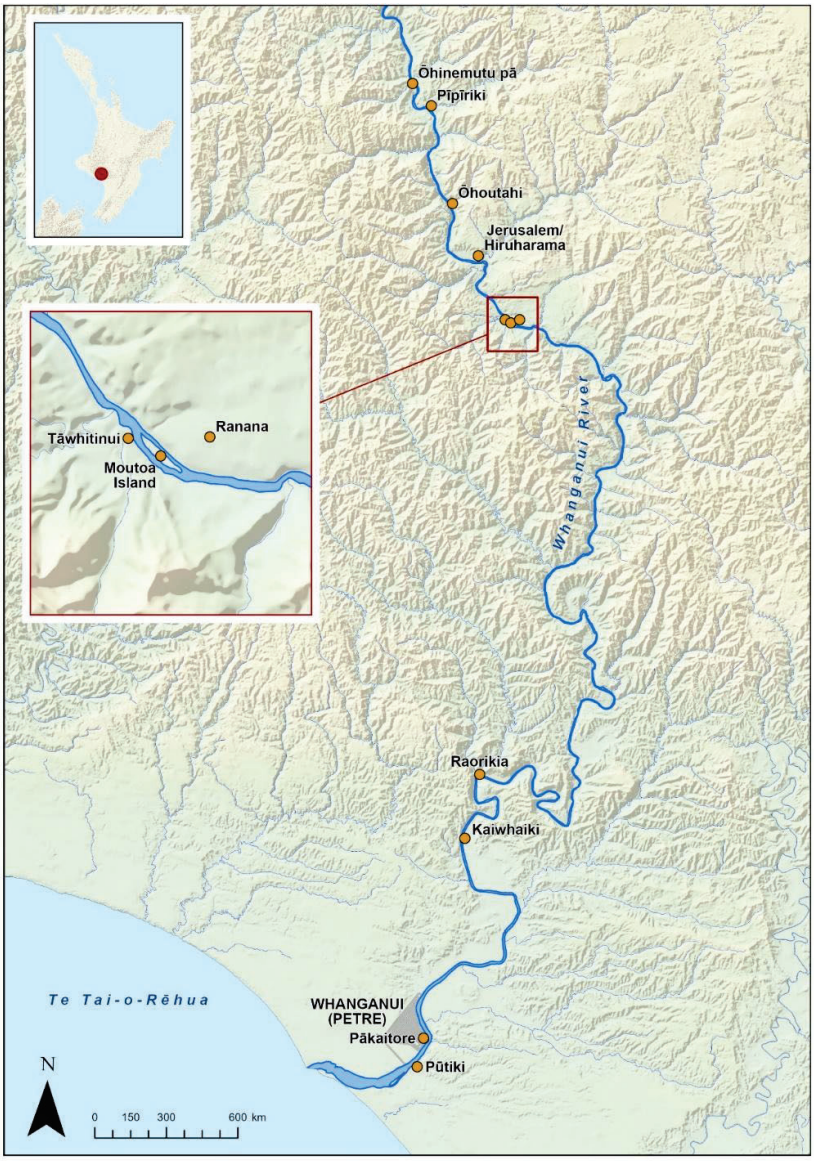


Figure 4: Sites along Whanganui River

Warfare at Ōhoutahi, Pīpīriki and south Taranaki

4.132. While fighting did not break out again in the next several months, tensions remained high along the river. In January 1865, Tōpia and Tāhana Tūroa, with 200 men, joined Pēhi Pākoro at Ōhoutahi, where he had gathered a strong party of Kīngitanga supporters and built a pā. By mid-January 1865, Crown officials had received reports that Māori from Taupō, Te Urewera, and the East Coast were coming to Ōhoutahi pā. The Crown also received a report that, after receiving the Crown's proclamation requiring Kīngitanga supporters to make an oath of allegiance and agree to cede territory the Crown specified, Pēhi Pākoro had decided to stand his ground at Ōhoutahi.

4.133. Meanwhile, in January 1865 the Crown sent forces north of Whanganui to secure lands between the Whanganui and Pātea Rivers, including the Waitōtara block. Therefore, the Crown relied on Whanganui Māori allies to oppose their kin assembled at Ōhoutahi.

4.134. A number of Whanganui Māori often worked alongside the Crown, but they did not want to launch an immediate attack on their kin. On 28 January, rangatira allied with the Crown led a 400-strong force upriver towards Ōhoutahi and seven surrounding pā. This force did not advance directly to Ōhoutahi, but made their way incrementally upriver, sending emissaries ahead to correspond with Pēhi Pākoro. Far from being determined to fight, one of the rangatira with the Crown-allied force wrote that he wished to "go and see for myself if it is to be war or peace".

4.135. In early February, a man from the Crown-allied force advanced with 50 men to Rānana, having heard that Pēhi Pākoro planned to attack there. The messenger met Pēhi with his forces at Rānana, but after advancing as if to fight, Pēhi turned his forces back to their pā without attacking, saying he had had a dream (a rehu). After this, the messenger told Pēhi that neither General Cameron nor Te Anaua wanted war. Pēhi Pākoro was reported to reply "it is only red", which the messenger interpreted as determination to shed blood.

4.136. By 3 February, the Crown allied forces had travelled only a short way up-river. Three rangatira of the Crown-allied force had reached only Kaiwhaiki, and wrote to Cameron that "as war appears inevitable up there", they would send only one rangatira from their number upriver, while the rest remained at Kaiwhaiki. On 6 February, Hipango, another of the Crown-allied rangatira, had advanced no further than Raorikia, where he was building a defensive pā. The majority of the Crown-allied force reached Hiruhārama around 9 February.

4.137. With the arrival of the Crown-allied force from down-river, both opposing forces facing off at Ōhoutahi pā had been bolstered by reinforcements and prepared their defensive positions. Pēhi Pākoro's followers initiated fighting that saw four of his followers killed. On 23 February, Hoani Wīremu Hīpango, an important Whanganui rangatira, was mortally wounded in continued fighting, and died two days later. On 24 February 1865, in an attack on Ōhoutahi, the pā was taken and the leaders captured, including Pēhi Pākoro, Tōpia, and Tāhana Tūroa. Twenty-seven were killed, while 60 men and 40 women and children were captured. After the battle, Te Anaua, who was allied with the Crown, met with the captured chiefs to tangi with them. He promised that if they "gave in their submission" to the Crown they would receive a full pardon. Te Anaua then released the rangatira. Crown officials later expressed dissatisfaction with this arrangement. The other prisoners were reported to have either escaped, or been allowed to leave.

4.138. On 9 March, Governor Grey met with Pēhi Pākoro and Tōpia Tūroa in Whanganui. Pēhi Pākoro maintained that the government's appetite for land was the cause of the conflict, and refused to renounce the Kīngitanga. He was committed to peace, however, and asked the governor to make peace at Whanganui. He made an oath of allegiance to the Crown two days later. Tōpia Tūroa met again with the Governor on 15 March and refused to take the oath, stating that Pēhi Pākoro had been sent to do so as a token of their desire for peace. Grey declared that if Tōpia would not swear the oath of allegiance, the Crown would hold him responsible for two killings Grey considered Pai Mārire was responsible for, and have him tried for murder. He was given a day to swear the oath, or to return up river. Topia left for Pīpīriki. After this, Grey sought to have him apprehended, and £1000 was reported to have been offered for his capture.

4.139. Other Kīngitanga and Pai Mārire chiefs defeated at Ōhoutahi declined to extend the peace they had made with Te Anaua to the governor, saying they had never intended to make peace with the governor, the pledges they had made were between themselves and Te Anaua, and that "the peace was between Maoris only". Nor would they take the oath of allegiance.

4.140. In response, Governor Grey sent 200 settler militia and about 400 of the Whanganui Native Contingent, to occupy Pīpīriki on 30 March 1865. The Native Contingent, a division of the Crown's military, nominally under the command of a Crown officer, but led by their rangatira, was made up of Whanganui Māori who supported the Crown. They were soon withdrawn, leaving the militia to garrison redoubts at Pīpīriki. For several weeks there were no hostilities. Crown forces fortified their position across the river from Pīpīriki, and Pēhi Tūroa and others gathered allies and strengthened their own fortifications, both upriver from the Crown position and on the other side, at Pukehīnau, a hill behind Pīpīriki.

4.141. On 19 July, fighting began with an ambush of a Crown soldier. Pēhi Tūroa, with over 1,000 allies from other iwi, then mounted fierce attacks on the Crown redoubts for 12 days, surrounding the Crown troops.

4.142. In late July, an 800-strong force of settler militia, forest ranger irregulars, and members of the native contingent under Te Keepa arrived again at Pīpīriki to reinforce Crown troops, Crown troops attacked Ōhinemutu pā, and found the pā deserted. The more than 1,000 warriors, and women and children encamped with them were already gone. The Crown's troops burned the pā, nearby cultivations which had stretched extensively along both riverbanks, and Pai Mārire niu poles on both sides of the river. Crown forces occupied redoubts at Pīpīriki for the rest of 1865. Three soldiers were wounded during the whole of the fighting at Pīpīriki, and between 13 and 20 defenders of Pīpīriki were killed.

4.143. In September 1865 Grey issued a "proclamation of peace", including a general pardon for those who had fought against the Crown in the "war which commenced at Oakura". Pēhi Pākoro was excluded from the pardon as, after taking the oath, he had taken up arms again at Pīpīriki. The pardon was extended to him in 1867. The Crown and Tōpia were not reconciled until 1869.

Confiscation

4.144. On 2 September 1865, the Crown announced the confiscation, under the New Zealand Settlements Act 1863, of a vast area stretching from Tātaraimaka in northern Taranaki to Whanganui. The inland boundary ran from the summit of Taranaki Maunga to Parikino on the Whanganui River. All the land between this boundary and the coast was declared to have been confiscated.

4.145. The New Zealand Settlements Act provided that a compensation court would compensate Māori deemed to have been loyal to the Crown for the confiscation of land in which they held interests. Compensation Court hearings convened at Whanganui from 12 December 1866 to 14 January 1867. Compensation in the form of land, however, was only granted to Whanganui Māori who had fought in the Whanganui Native Contingent or who had proven their "loyalty". Grants made to those who were "loyal", for 16 acres each, were made to Mete Kīngi Paetahi and Hori Kerei Paipai in recognition of their military service.

4.146. On 25 January 1867 the Crown proclaimed its intention to abandon the confiscation of land between the Whanganui and Waitōtara Rivers, where the Waitōtara block was located. This appears to have been done in response to protests from Whanganui Māori who had fought against Pai Mārire forces.

4.147. By November 1867 the Crown had persuaded Whanganui Māori to accept £2,500 as a "bonus" for their military service and their "loyalty and good conduct". However, the Crown made these payments conditional upon their acceptance of the loss of their rights in the confiscation area.

4.148. Whanganui Māori accepted the Crown's payments, but repeatedly petitioned the Crown to protest its confiscation of the land between Waitōtara and Whenuakura, seeking land to be returned. Native Minister Donald McLean later wrote that Whanganui Māori wanted to "restore a portion of the land" to the original owners of a neighbouring iwi, "with whom it appears they had some compact".

4.149. Mete Kīngi, as the first member of the House of Representatives for Western Māori, spoke in Parliament of the injustice of confiscating land as far south as Waitōtara, and of Whanganui Māori claims there. Te Keepa pursued a claim to 16,000 acres in the Waitōtara confiscation block until 1870, when he "with difficulty" was "induced" to accept an offer of 400 acres, and give up his longstanding "tribal claim" on behalf of Whanganui. Te Keepa was not able to immediately take possession of the land because the Crown had already leased it to a settler. Title for the 400 acres was finally issued to him in 1876.

4.150. In 1880, the West Coast Royal Commission criticised the Crown's handling of compensation for the confiscation, describing it as "grotesque" that Mete Kīngi should receive only 16 acres in 'extinguishment' of his tribal rights." Māori deemed to have "rebelled" against the Crown, or who were unable to satisfactorily prove their "loyalty" to the Crown, received no compensation for the loss of lands in which they held interests.

4.151. One outcome of Whanganui Māori's petitioning was the grant of the Orimakatea block, south of the Whenuakura River. In 1872 the Native Affairs Committee had recommended the government "at once take steps" to settle the "differences" between the Crown and Whanganui on confiscated land. The next year in 1873, the Crown offered a grant of 200 acres of unspecified land in return for military service. In 1880, a Crown official had noted that awards of land to which Māori awardees had "no former associations" caused "dissatisfaction" among iwi. Two years later in 1882, a title was issued in error to five rangatira including Te Mawae, Kawana Paipai, Mete Kīngi, and Haimona Te Ao o te Rangi, to the exclusion of all others to whom the land had been promised. In January 1890, to correct this error, the Native Land Court awarded title to Orimakatea to 209 Māori awardees. The land was not granted on the basis of the owners' customary interests. Today, some of the more than 4,500 current owners of Orimakatea find it distressing to own land in the rohe of another iwi and have taken steps to return their shares to this iwi.

Warfare in South Taranaki, 1868; Parihaka

4.152. After the wars which had so damaged relationships along the river in the 1860s, rangatira along the river met to mend their relationships and restore peace. In 1865 at Ōhinemutu, where pā had been razed, Te Anaua had twisted a shrub of taunoka into a knot, saying "I have made this knot that there may be peace inland of this place."

4.153. In October of 1867 the troops stationed at Whanganui departed. Taranaki leader Riwha Tītokowaru announced 1867 as a year of peace, and led a peace march which passed through Tangāhoe, Pakakohe, Pātea, and Whanganui, before ending at Pīpīriki. Peacemaking also happened at Pūtiki, where in July 1867, 250 Pai Mārire Māori were hosted with feasting and kōrero by Whanganui kin at Pūtiki.

4.154. In June 1868, however, conflict in south Taranaki was renewed. By November 1868 the fighting had moved south to Tauranga Ika pā (near Nukumaru), from where Tītokowaru advanced as far as Kai Iwi. On 27 November 1868, a government militia encountered a group of unarmed children at Handley's Woolshed near Waitōtara. The children were from the nearby Tauranga Ika pā, the eldest about 10 years old. In an unprovoked attack, the militia fired on the group, then pursued them on horseback and attacked them with sabres. Two of the children were killed and others wounded.

4.155. In 1869 Pēhi Tūroa opened a new meeting house, Te Ao Marama (the world of light that follows the dark) at Ōhinemutu. Rangatira of the lower river were welcomed in and invited to "come and cry for the dead, your dead and ours". Inside the house, one of two pou represented Te Anaua, who had died a year previously, and rangatira took up his symbol in their whaikōrero, calling upon the hui to "bring back the days of Whiritaunoka" – the days of peace and unity. Whanganui rangatira extended this reconciliation to the Crown a few weeks later when the Premier, Fox, was invited to Te Ao Marama. Here, Tōpia Tūroa spoke of letting "all the old prejudices and feuds be washed away", and hoped "for better times in the future."

4.156. More peace hui were held at Te Ao Marama, Taumarunui and finally, in April 1872, at Pūtiki. Here, rangatira from the length of the river met to signify that the whole of Whanganui "had again united for peace".

4.157. After this, many Whanganui Māori were drawn to the teachings of Tohu Kākahi and Te Whiti o Rongomai at Parihaka.

Parihaka

4.158. From the 1860s, a number of Whanganui Māori moved to Parihaka, a South Taranaki community centred on a Māori prophetic movement which preached peaceful co-existence with Pākehā, and promoted their followers' welfare through modern agricultural techniques which developed a strong economic base. During the 1870s Parihaka became a prosperous settlement hosting about 1,500 dispossessed Māori, including hundreds from Whanganui. At Parihaka whare were grouped into areas for different hapū and iwi, including a section for "Whanganui".

4.159. From 1878, Whanganui residents of Parihaka became involved in passive resistance against the Crown's attempts to enforce its confiscation of the surrounding land. Residents of Parihaka protested peacefully by pulling up survey pegs, fencing and ploughing lands that the Crown intended to open up for settlement, and repairing fences that Crown troops pulled down. From July 1879, the Crown began arresting and imprisoning ploughmen and fencers, the majority without trial. In 1879 and 1880, a series of special laws was passed to deal with these prisoners. These laws included provisions for imprisonment without trial, retrospective legalisation of detentions which had already taken place, arrests without warrants, and indefinite detention.

4.160. Whanganui men were among those the Crown arrested for fencing and ploughing in Parihaka. In July 1880, ten men, two of whom were identified Whanganui Māori, were arrested for repairing fences. On July 24, these men were transported to Lyttleton and imprisoned in Canterbury gaol. Another Whanganui tupuna, Te Oti Paetaha of Parikino, was also arrested for fencing only a few days later and imprisoned in Lyttleton. None of these men had a court hearing and none were charged with any offence. In September 1880, the West Coast Settlements (North Island) Act made criminal offences of some of the activities that had characterised the protests, such as removing survey pegs, erecting fencing and ploughing. In total, the Crown transported 636 prisoners from Parihaka to South Island gaols, where it imprisoned them, many without trial, until 1881.

4.161. The conditions in South Island gaols were harsh and included hard labour. Contemporary reports described some of the Parihaka prisoners transferred to South Island gaols experiencing overcrowding, harsh treatment, insufficient rations, and ill health. In June 1881, accounts of the conditions in Lyttleton gaol described being subject to solitary confinement for trivial infractions and suffering treatment "too disgusting for publication".

4.162. On 5 November 1881, the Crown invaded and occupied Parihaka, where 174 Whanganui Māori had, earlier that year, been reported to be living. Crown troops advanced onto the marae and arrested Parihaka's leaders, Te Whiti and Tohu. No resistance was offered. In the following days, Crown troops arrested residents in an attempt to force them to disperse, stole or killed livestock, and systematically destroyed forty-five acres of potato, taro, corn, wheat and tobacco cultivations.

4.163. By mid-November, Crown troops began advancing on Parihaka's outlying settlements of Parapara, Ōpunake, and Pungarehu. It was reported that thirty "Wanganui men" were arrested on 13 November, and that by 14 November, "all the population of the outlying settlements" had been arrested, including 44 from Whanganui. These prisoners were marched back to Parihaka. Five more men were identified as from Whanganui at Parihaka and arrested, bringing the total of Whanganui prisoners captured that day to 49. That evening, the armed constabulary destroyed 25 whare "belonging to the Wanganui tribes".

4.164. The next day on November 15th, "fifty more arrests of the women of the Wanganui natives were made" by members of the Armed Constabulary. The women and children were identified with the help of several people, including Mete Kīngi and a young rangatira from a neighbouring rohe, who tried to gather the people to return to Whanganui.

4.165. Early in the morning the following day, 60 people from Whanganui were forced to leave Parihaka "under a strong guard". They appear to have been taken to Ōpunake, and sent from there via steamer to Pūtiki. Whanganui Māori had been determined not to leave voluntarily, and those dispersed from Parihaka suffered greatly, as all their crops had been at Parihaka, and were destroyed by Crown troops.

4.166. Whanganui whānau remember and retain their connections to Parihaka, which endure to this day. Ngā Paerangi recollects the journeys when their tūpuna and those of Ngāti Tuera and Ngāti Hinearo traversed to gather together at Parihaka on the 18th and 19th of each month, and that their tūpuna were present during the Crown invasion. The ōhākī (dying oath) of Tohu Kākahi, "Hoki atu e Te Iharaira ki ō kāinga, ki reira whakaparihaka mai ai tō marae" (Return, people of Israel to your homes, there to make Parihaka come alive in all you do) encouraged Ngā Paerangi to maintain their kāinga.

4.167. The whare at Kaiwhaiki and Pungarehu on the Whanganui River are living reminders of this association. Te Whakahāwea was the initial wharepuni at Kaiwhaiki as a reference to the phrase "Kaua e whakahāwea ko ngā mahi a Tohu" (do not despise the teachings of Tohu). Te Whakahāwea was extended to become a twin gabled wharepuni Te Kiritahi,borrowing its basic design from the wharekai Te Niho o Te Atiawa at Parihaka. Te Rongo o te Poi o Tohu Kākahi (also called Te Rongo o te Poi) was unveiled at Kaiwhaiki with an incantation given by Tohu to "the beat of the poi". The waiata poi is still chanted by Ngā Paerangi on special occasions. Maranganui is the whare at Pungarehu. Its name speaks of "exodus and uprising" referring to the spiritual and moral support of the tāngata whenua for the philosophy of peace and harmony encouraged by the prophets Tohu and Te Whiti.

4.168. The conflicts that played out in the 1860s and the decades that followed created deep and painful divisions between Whanganui Māori as they sought to exercise their authority alongside the Crown. Some became adherents of Pai Mārire, some supporters of the Kīngitanga, and some worked with the Crown, including as Crown officials and within the Crown's military forces. The Crown labelled Whanganui Māori according to its simplistic view of Whanganui Māori's motivations, misunderstanding complex alliances and interests that were largely dictated by hapū and kinship ties. The Crown's labels of "hauhau", "Kingite", "Queenite", "loyal", "friendly" "rebel" and "kūpapa" fostered long-standing

tensions between the closely related communities of Whanganui that persist to the present day.

4.169. Throughout these divisions and tensions, however, Whanganui Māori remained kin, and dedicated to the interests of their people.

THE NATIVE LAND LAWS, 1865-1900, AND CROWN PURCHASING, 1870-1900

Introduction and context for Native Land Laws

4.170. By the early 1860s, growing opposition from Māori to selling their lands to the Crown under pre-emption led to the establishment of the Native Land Court under the Native Lands Acts 1862 and 1865. The Crown did not consult Whanganui Māori about the new native land laws and Māori were not represented in Parliament when they were enacted. Through these laws the Crown also set aside the right of pre-emption granted to it by Article Two of te Tiriti o Waitangi/the Treaty of Waitangi, enabling settlers to deal directly with Māori to purchase or lease land. The Court was to determine the owners of Māori land "according to native custom" and convert customary title into a title derived from the Crown. The Crown intended that the Native Lands Acts would facilitate the opening of Māori customary lands to Pākehā settlement. Customary tenure among Whanganui hapū and whānau was collective in nature, and customary rights were able to accommodate multiple and overlapping interests to the same land or resources through shared relationships with the land. The Native Lands Acts profoundly changed the tenure of Whanganui Māori through assigning permanent ownership of land to individuals, which did not necessarily include all those with customary interests in the land. The Native Land Court's investigation of title for land could be initiated by an application from any individual Māori. There was no requirement to obtain consent from the wider group of customary owners, but once an application was accepted by the Court all those with interests had to participate or risk losing their land. Through the individualisation of land ownership, the Crown expected that Māori would eventually abandon the tribal and communal basis of their traditional land holdings, leading to their amalgamation with Pākehā society.

10-owner rule

4.171. Under the Native Lands Act 1865, the Native Land Court was required to award tribal lands to ten or fewer individual grantees. This 'ten-owner rule' meant those few individuals named on the title were often Whanganui rangatira who were expected by their own whānau and hapū to act as trustees or tribal representatives in any dealings over the land. However, the Act gave those named on the title the legal rights of absolute owners. They were legally able to lease or sell the land without reference to whānau and hapū. Generally, Whanganui rangatira granted land under the ten-owner rule held the land on behalf of those with interests for a long period of time. Between 1867 and 1872, Whanganui Māori gained certificates of title for 44 blocks, amounting to more than 28,000 acres, but only sold five small blocks to private parties within this time period. In 1872 the Crown purchased the Waikupa reserve of 2,272 acres. Seven blocks were sold to private parties later in the nineteenth century, parts of 19 were sold to private parties in the twentieth century, and eleven, less than twenty per cent of the 28,000 acres, were never sold.

4.172. The Native Equitable Owners Act 1886 allowed for the inclusion of additional owners to a title determined between 1865 and 1873 where a trust had been intended by the ten or fewer original grantees. This provision did not apply to land in which any interest had been alienated before 1886. Due to this limitation, Whanganui Māori were only able to expand the ownership lists of the Kai Iwi, Kaiwhaiki, and Rānana blocks. Notably, the ownership list for the Rānana block increased from ten owners in 1867 to 599 owners in 1888.

Native land laws in the 1870s and 1880s

4.173. From 1873, the native land laws required the Court to identify all individuals with customary rights and list them on the certificates of title as absolute owners. If the owners requested it, the Court could also determine the relative interests of the owners and this might occur a long time after the title of the block was determined. This was the case for the large Whakaihuwaka block (64,143 acres) for which the title had been determined in 1886. The owners requested a determination of relative interests later that year because some of them wanted to sell their shares. However, the hearing was abandoned as one of the claimants could not attend. The Whakaihuwaka block owners completed the complicated process of agreeing their relative interests in many costly Court hearings and out-of-court hui by 1898. By this time, however, the Crown had introduced a moratorium on purchasing and did not complete the purchase until 1907.

4.174. Between 1865 and 1894, there was no appellate court through which Whanganui Māori could appeal Native Land Court decisions. During this period, Whanganui Māori options were limited to making an application for a rehearing or petitioning Parliament. There were no guidelines or rules about the grounds for a rehearing. Māori could only make their case for ministers of the Crown to decide whether a rehearing would be granted. In 1873, following the title determination of the Mangaone block, Hakaraia Kōrako made an application for a rehearing. Despite the support of the Resident Magistrate who recommended the Crown grant the rehearing, the Crown refused. Both a Parliamentary Select Committee in 1876 and the Whanganui Resident Magistrate in 1877 advised the Crown that a court of appeal was needed, but it was not until 1894 that the Crown provided an automatic right of appeal for Māori and established the Native Appellate Court to hear them.

4.175. Native land laws in the 1870s and 1880s did not provide a mechanism to collectively manage the land and any individual could apply to have their interest partitioned from the block. The absence of an effective management structure for multiply-owned titles meant it was difficult for owners to collectively manage their land, accumulate capital, or make improvements. The native land laws did not provide an effective form of collective administration of Māori land until the Native Land Court Act 1894, which provided for the incorporation of owners to facilitate settlement. Even so, statutory provisions for the incorporation of Māori land block owners were not widely adopted by Whanganui Māori until the second half of the twentieth century.

Attending the Native Land Court (costs and impacts)

4.176. The Native Land Court began operating in Whanganui in 1866, soon becoming a major focus of Whanganui grievances. The Whanganui Native Land Court sat in the settler township at Whanganui for all its hearings between 1865 and 1873. This was a costly and inconvenient location for many Whanganui Māori as it required them to travel to the township frequently, and incur expenses for food and accommodation on each occasion. Whanganui Māori who had travelled to attend Court had to stay in the township in poor and unhealthy living conditions while waiting for their case to be called. Attending the Court also kept Whanganui Māori away from working on their land and its associated economic activities. The length of Court hearings grew over time, as larger blocks with more complex customary histories came before the Court in the 1880s and 1890s, increasing the cost and impact on Whanganui Māori. For example, many Whanganui Māori, among other claimants, were required to stay in the township for the first seven months of 1897 to attend the hearing of the large Ōhotu block. A land purchase officer noted that during this period that Māori claimants were “very hard up” and “in want of food.”

4.177. Native Land Court processes could be expensive, and Whanganui Māori accrued expenses quickly. Survey charges were nearly always the greatest expense borne by Whanganui Māori in obtaining a Crown title to their land. The total cost of the survey could sometimes be as much as a third of the value of the block, such as in the Ōtaranoho block. Where the owners of the block could not pay for the survey upfront, a survey lien or mortgage could be registered over the block and recovered later. From 1886, the Crown could also charge interest on the mortgage. If the owners were unable to repay the survey liens, the Crown could apply to the Native Land Court for an equivalent amount of land to be partitioned from the block as repayment – this would then necessitate another survey with additional survey costs.

4.178. Where purchasers only bought a portion of a block, the cost of subdivisional surveys was usually shared between the purchaser and the remaining owners. For example, the Crown purchased some of the interests in the Maungakāretu No.3 and No.4 blocks and the Court partitioned both blocks between the Crown and the non-sellers. In 1891, Ngāwai Tūtāwhiri wrote to the Native Department protesting the survey lien of £90 the non-sellers were required to pay. He was required to pay before the Court would issue a certificate of title for the No.4 non-seller block. Tūtāwhiri later informed the Crown that he had to sell other land to pay for the survey.

4.179. While the surveys incurred the greatest costs, Whanganui Māori were also required to pay fees to the Court itself for many services, including investigating the claim and for each day of the hearing. Other expenses incurred by Whanganui Māori were the fees charged by interpreters and lawyers when they were required to attend the Court. The processes associated with the Court could amount to a significant proportion of the economic value of a block. The legal charges incurred over Whanganui Māori land blocks over the 1860s and 1870s were so significant that, in 1883, Te Keepa Te Rangihiwinui and 278 other Whanganui Māori petitioned for lawyers to be excluded from the Court. Legislation excluded lawyers from the Court in 1883, but this provision was repealed in 1886.

Whanganui Political Responses to Native Land Legislation

4.180. For decades from the 1870s, Whanganui Māori protested and lobbied – often in combination with other iwi – for fundamental changes to the laws governing their lands. Their response was coordinated through rūnanga and hui, as well as through active participation in pan-tribal movements seeking reform of the Native Land Court. Numerous large hui were organised by Whanganui Māori around their district and new wharenui built in communities from Pīpīriki down to Pūtiki to promote peace and tribal unity, identify tribal boundaries, respond to the Native Land Acts, and discuss a range of political and land issues. At an 1872 hui, Whanganui Māori sought to reserve in perpetuity a large tract of land for their descendants. The Whanganui Resident Magistrate noted that their desire to prevent the “wholesale alienation” of their land, lest they were rendered “homeless and poverty-stricken”, was “founded on reason” and recommended the Crown prevent the sale of the intended reserve. The Crown did not act. After further hui in 1874, the Crown was informed that Whanganui Māori were becoming anxious about securing land for their descendants.

4.181. Many Whanganui Māori embraced the pan-tribal Ngāti Hokohē alliance (‘Repudiation Movement’) of the 1870s which began in the Hawke’s Bay and sought reform of the native land laws. Māori from around the Whanganui district attended an 1874 hui in Kaiwhaiki with the leaders of the alliance. Estimates of the total attendees at the hui ranged from 800 to 2,500. The Crown reported that a majority of those attending were “favourably impressed” and after the hui 230 Māori from the lower Whanganui settlements joined the movement. The local Resident Magistrate saw Ngāti Hokohē as akin to the Kīngitanga and said that “disaffection, bordering on rebellion, is at the root of this agitation.”

Whanganui Māori members of Ngāti Hokohē were concerned about how the Native Land Court functioned, the harmful effects of individualising of land titles, local body rates, road boards, public works takings, and the inadequacy of Māori representation in Parliament. There were calls for the abolition of the Court and an end to land purchasing, with an emphasis instead on leasing land. However, Whanganui rangatira were not able to halt Native Land Court proceedings or land sales entirely as individuals continued to engage in these processes and many sought to sell land in order to obtain money. Support for Ngāti Hokohē nationally began to wane in 1876 and the movement had ceased to operate by the end of 1878. From 1878, land sales increased significantly.

Crown Purchasing in the 1870s and 1880s

4.182. The Crown purchased a little over 2,000 acres of land from Whanganui Māori in the first decade after the native land legislation was enacted. In the late 1870s, the Crown commenced purchasing nine Whanganui Māori land blocks, totalling almost 160,000 acres.

4.183. In the 1870s, some Whanganui rangatira stated in the Court or to Crown officials that in cases where the owners had met and collectively agreed to it, rangatira would agree to the alienation of some of their lands even if the rangatira did not want the sale themselves. Amendments to the native land legislation in the 1870s allowed the Crown or private parties to purchase individual shares, rather than obtain the unanimous agreement of owners. They could apply to the Native Land Court to receive a partition of the block representing the amount of interests purchased. As Crown purchase negotiations evolved from the 1870s, the Crown became more likely to negotiate with individual owners.

4.184. In 1871, the Crown promoted legislation which reintroduced its use of pre-emption, or monopoly purchase powers over land it wished to purchase. This enabled the Crown to issue a proclamation that prohibited private parties from dealing with the land. In 1872, the Crown issued a proclamation over most of the Wellington province, which included Whanganui. One hundred Whanganui Māori immediately petitioned against the proclamation and the Crown revoked it, and thereafter limited its proclamations to specific Māori land blocks. There was comparatively little use of monopoly powers in the Whanganui district before 1877 when the Crown promoted legislation which enabled it to exclude private parties from dealing with any land the Crown had paid any money for. The Crown issued proclamations over an estimated 243,000 acres of land in ten Whanganui Māori land blocks between 1876 and 1879. Ultimately, these ten blocks amounted to just under 157,000 acres and eventually the Crown purchased just under 142,000 acres of this land. The proclamations issued over blocks between 1877 and 1889 were not supported by the law at the time. The Native Under-Secretary brought this to the Native Minister's attention in 1889, stating that proclamations made on the basis of payments made after 1877 were "ultra vires", outside the scope of the legislation. By this time, however, the Crown had finished most of its purchasing in the land subject to these proclamations.

4.185. In 1873 the Crown began paying advances to some Māori before the Native Land Court had determined who the owners were. This bound the agreement of the recipients to the eventual sale and, after 1877, could enable the Crown to exclude private parties from purchasing or leasing the land. In some cases, including the Karewarewa block, the Crown issued a proclamation of monopoly purchase powers after a very small advance was paid in 1878. Once pre-title advances had been paid it was difficult for Whanganui Māori to change their minds, and any refund of the advances was accepted only at the Crown's discretion. The Crown continued making advance payments until November 1879, when it instructed land purchase officers to stop making advance payments because it was considered an inefficient way to purchase Māori land.

4.186. Following this, the Crown still sought to complete purchases of land for which it had made advance payments. For example, in 1879, the Crown paid over one thousand pounds in advances for the 11,640-acre Ahuahu block. Three separate groups protested against the way advances had been distributed, with some opposed to the sale altogether. The Crown dismissed them all as jealous attempts to get more money. Four years after the 1886 title determination, the Crown decided it did not want to complete the purchase but still received 4,300 acres of the block in payment for its advances and survey costs.

4.187. In some cases, the Crown paid pre-title advances to those who the Court later found had no customary interest in the land. The Crown's payment of advances on the Otairi block (59,000 acres) in the 1870s was one such case. By 1879, the Crown had paid almost £7,000 in pre-title advances for the block. In November 1881, the Crown completed its purchase of Otairi 1A (14,694 acres) and Otairi 2A (2,900 acres) for a total of £7,027.

4.188. In 1884, the Native Land Court awarded a title for the Te Kapua blocks which the Crown had previously considered part of the Otairi blocks, on which it had paid advances. None of the owners awarded titles had received any of these advance payments. In 1885, a Crown official proposed apportioning £500 of its pre-title advances for Otairi to be recovered from the purchase price of the Te Kapua blocks. The owners objected to this as they had not received any pre-title advances.

4.189. Six years later, in 1891, the Crown agreed to purchase the Te Kapua blocks for £6,040. Finding some owners unwilling to sell their shares, the Crown decided to offer the principal owners a bonus payment each to persuade other owners to sell. This tactic was successful and the purchase of the Te Kapua blocks was completed in November 1891. The Native Land Purchase Department's ledger book shows that £1,100 previously paid to non-owners of Te Kapua was transferred from the Otairi 2 block into the account for Te Kapua. The ledger for Te Kapua shows payments of £8,443 by the Crown in purchasing these blocks. This includes the pre-title advances to non-owners, bonus payments, and the £6,040 as per the purchase deed.

The Whanganui Lands Trust

4.190. The desire among Whanganui Māori to exert tribal control over their lands was manifested in the establishment in 1880 of the Whanganui Lands Trust by Te Keepa Te Rangihiwinui. It was intended that the remaining Whanganui land be vested in an owners' trust with Te Keepa as trustee. The Trust was referred to by officials as "Kemp's Trust" (Te Keepa was also known as 'Major Kemp'). By 1881, 600 to 700 Māori from the Whanganui district had signed a deed which vested the remaining land in Te Keepa, though support for the Trust was not universal among Whanganui Māori. Te Keepa was supported by a council of 180 leaders from the Whanganui district. The boundaries of the land claimed by the Trust were marked by the erection of pou at the four corners of the Trust's rohe, which took in one and a half to two million acres of land. The Trust established an aukati (boundary line not to be crossed) on the Whanganui River and Te Keepa instructed followers of the Trust to turn back any Europeans coming up the River in connection to land they had not already validly purchased.

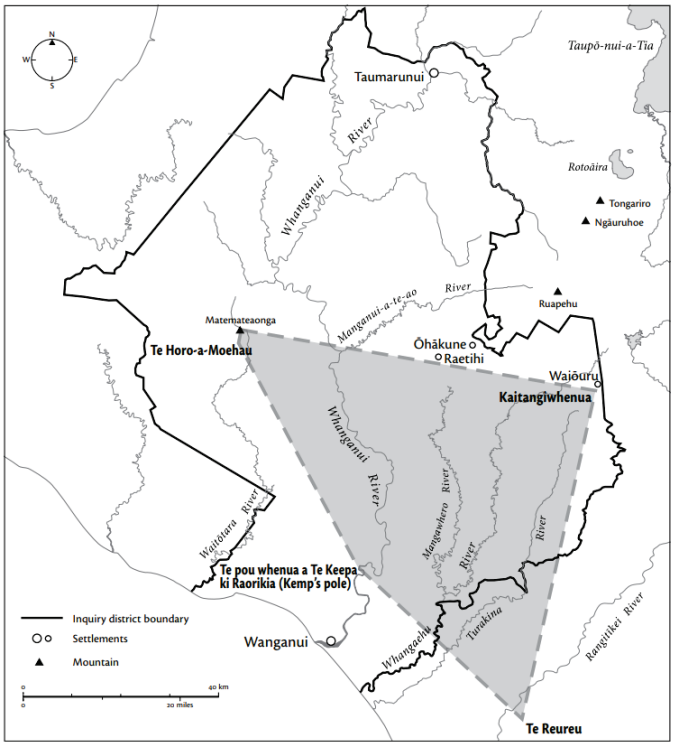


Figure 5: the boundaries of Kemp's Trust. See Waitangi Tribunal (2015), He Whiritaunoka: The Whanganui Land Report, Volume One (Wai 903), p.408

4.191. The plan for Kemp's Trust was for the council of representative owners to survey land, take land to the Native Land Court, set aside inalienable reserves, sell or lease land for European settlement, employ surveyors, solicitors, and other agents, and to manage the spending of purchase money. The Trust sought to restrict dealings for land within the four pou while seeking to encourage settlement and development on terms that would benefit Māori owners. The Council aspired to be a form of local self-government with a role in administering justice within its rohe.

4.192. Native Minister Bryce acknowledged the Trust's good intentions but did not think its plans would achieve the Trust's goals. He was particularly concerned that within the Trust's boundaries was land that the Crown had placed under a monopoly proclamation because it was in negotiations to purchase it. The Trust faced a number of legal obstacles. The Crown's monopoly proclamations made it impossible for the Trust to function without the Crown's cooperation. However, the Crown decided on a policy that one official characterised as "leaving [Te Keepa] severely alone". Although Te Keepa and his followers boycotted the Native Land Court during 1880, the Trust could not prevent individual Māori from Whanganui or other iwi from bringing claims to the Court. The Trust required the Crown to promote legislation to provide for Māori trusts over collectively held land. By 1885, the Trust was burdened by significant financial costs, including £2,254 of legal costs that Te Keepa owed to his lawyers. The Council stopped functioning by 1885, when Whanganui Māori sought to complete the sale of lands within the Trust's boundaries to the Crown.

4.193. In 1883, Parliament passed the Native Committees Act 1883 in response to Māori demand across New Zealand for more collective control over their land, including in Whanganui. The Act provided for the establishment of elected district native committees with authority to settle minor disputes between Māori and to examine titles to land, reporting their findings

to the Native Land Court which retained the sole authority to determine title. Twelve rangatira were elected to the Whanganui Committee in January 1884. The Whanganui Native Committee found it was largely powerless and lobbied the Crown to give them the ability to hear civil and criminal cases and to pay some of their costs. However, the Native Minister insisted that the Court would retain its functions and did not envisage a greater role for the Committee in land sales or leases.

Crown Purchasing from the mid-1880s to 1909

4.194. In the 1880s, following a world-wide economic depression, the Crown turned its focus to completing existing purchasing arrangements rather than entering new ones. The Crown relinquished a substantial number of land purchase negotiations. From 1884, as part of a plan to bring the country out of recession, the Crown resumed purchasing Māori land. It focussed on the area around the intended route of the North Island Main Trunk railway through the interior of the North Island and prohibited private parties from purchasing or leasing over four million acres of land. Aside from between 1888 and 1892, the Crown's use of monopoly proclamations kept private parties largely excluded from purchasing Māori land over the 1880s and 1890s.

4.195. From the mid-1880s, the Crown frequently negotiated with individuals for their interests that had been awarded by the Native Land Court. The Crown sometimes made extra payments to leading rangatira in hopes that they would influence the remaining owners to sell their shares. For example, in 1891, following years of protest concerning the title determination of the almost 22,000-acre Te Kapua block, the Crown found the owners unwilling to sell the land at the price the Crown offered of six shillings per acre. The land purchase agent believed, however, that if the Crown offered the three principal owners £500 each, they may be able to induce most of the remaining owners to sell their shares. The Crown completed the purchase of the entire block for £6,040, including three payments of just over £385 to the principle owners, by the end of 1891, which amounted to five shillings and six pence per acre.

4.196. The Crown generally tried to pay as low a price as possible for Māori land. When pre-title advances were paid on the Maungakāretu block in the 1870s the agreed price was eight shillings an acre. However, when the purchase was resumed in 1885, following the world-wide economic depression of the early 1880s, the Crown offered only three shillings six pence per acre. Whanganui Māori protested against the reduction, but the Crown refused to negotiate and its imposition of monopoly powers meant that the Maungakāretu block owners could not test what other purchasers might be willing to pay. The Crown acquired the block at the lower rate. Privately leasing or selling land incurred costs separate from obtaining title or selling to the Crown. The buyer or lessee faced a ten percent land duty from the purchase price, first year's rent, or consideration paid. This rate was 20 times the duty charged for non-Māori land. This could lead to private parties lowering the price they would pay for Māori land.

4.197. Between 1881 and 1907, the average price per acre in the district had been four shillings. The Stout-Ngata commission investigated Crown purchasing in the Whanganui district in 1907 and stated that Whanganui Māori "were parting with their land at absurdly low prices, but the restriction against private dealings left them no alternative." Before Parliament enacted legislation in 1905, the Crown was not required to pay at least the Government valuation when it purchased Māori land.

4.198. In 1894, the Crown effectively reimposed pre-emption nationally with the Native Land Court Act 1894. In 1897, Whanganui rangatira joined with other iwi to petition Parliament for relief from what they argued were the ill-effects of Crown pre-emption. The Native

Affairs Committee recommended the petition to the "favourable consideration" of the government, however, the Crown declined to respond.

4.199. In 1899, Premier Seddon introduced a moratorium on new Crown purchases under the Native Land Laws Amendment Act. Section three of the legislation provided for the completion of purchases already entered into "in so far only as is necessary for the adjustment of boundaries and partition of the respective interests of the Crown and Native owners". The moratorium continued under new legislation in 1900 which also allowed for the completion of purchases already under negotiation. This 1899 to 1905 period was described as a 'taihoa', or a temporary cessation. The Crown did not start new negotiations during the taihoa years, but completed several existing negotiations. This included the Crown's purchase of the Te Tuhi block of just over 20,000 acres. In 1895, the Native Land Court issued a certificate of title and the Crown began purchasing interests in 1897. The Crown continued to make payments while the 1899 and 1900 legislation was in effect and completed the purchase in 1901, having acquired almost 15,000 acres, or three quarters of the block.

4.200. During this time, Whanganui Māori focussed on leasing and gathered for a large hui in Hiruhārama in 1902 where they decided to vest nine blocks, amounting to almost 192,000 acres, in the new Māori land council so that the land could be leased. In 1905, in response to settler pressure to acquire more land, Seddon stated there had been "too much 'taihoa'" and lifted the moratorium on Crown purchasing. The period from 1896 to 1909 represents the last phase of large-scale Crown purchasing of Whanganui land. In this period, the Crown completed the purchases of over 480,000 acres in 13 blocks. Whanganui Māori also sold land in nine blocks to private parties. In 1909, native land legislation removed all restrictions on the alienation of Māori land.

4.201. Between 1865 and 1909 the Crown purchased land from Whanganui Māori in 22 Māori land blocks. The Native Land Court awarded nine of these blocks, representing almost 125,000 acres, to Whanganui Māori exclusively. The Crown purchased almost 53,000 acres from these blocks, and private parties purchased just over 17,500 acres before 1909. The majority of interests in eleven of the blocks were awarded to Whanganui Māori. Of the almost 430,000 acres in these eleven blocks, the Crown purchased more than 150,000 acres and private parties purchased just over 33,000 acres before 1909. Whanganui Māori interests were recognised in the two remaining blocks which together comprised just over 230,000 acres. In these two blocks, the Crown purchased almost 150,000 acres and private parties purchased almost 25,000 acres by 1909. Crown land purchasing has prevented Whanganui Māori from exercising tiakitanga over a large area of their tribal rohe.

Kotahitanga

4.202. Whanganui Māori continued to push for greater self-government and to reform the land laws throughout the 1890s. In a further attempt to bring about reforms that would provide Māori with greater self-governance, Whanganui Māori became involved in the 1890s in the emerging pan-tribal Te Kotahitanga movement. Te Keepa Te Rangihiwinui became a leading member of the movement after formative national hui were held at Pūtiki and Parikino in 1892. At this hui, Te Keepa spoke to the frustration of Whanganui Māori with legislation that had been presented as beneficial to them, but took no account of their views for how they wanted to control their land. Instead of looking to the Crown to reform its legislation, Whanganui Māori wanted an assembly of their own with real powers of administration. At Parikino, 80 representatives from iwi across the country formed a committee to draft alternative land legislation.

4.203. The goals of Te Kotahitanga were the abolition of the Native Land Court, absolute Māori autonomy over all land still in their possession, and the power to govern themselves. Te Kotahitanga established annual Pāremata Māori (Māori Parliaments) to unite and lobby for legislative change. In 1897, the Pāremata Māori prepared a petition to the Queen which called for the remaining five million acres of Māori land to be reserved in perpetuity. In 1900, the Crown promoted the Māori Lands Administration Act which provided for Māori Land Councils to be established and greater Māori administration of their own affairs. Whanganui Māori were part of a large Te Kotahitanga deputation that travelled to Wellington to support the legislation. After 1902 the Pāremata of Te Kotahitanga did not sit again and the movement largely fell silent. The role in the movement of Te Keepa Te Rangihiwinui, who had died at Pūtiki on 15 April 1898, was remembered, as was his ōhākī ('dying words'): "Sell no more land, keep the remainder you have as sustenance for the Māori people."

PUBLIC WORKS

4.204. The Crown compulsorily acquired land for public works in the rohe of Ngā Hapū o Te Iwi o Whanganui over the nineteenth and twentieth centuries. Under the Native Land Act 1865, once title to a Māori land block had been determined, the Crown was able to take up to five per cent for roading purposes, without compensation, up to ten years after the land had been granted a title. These were known as "five per cent" takings, and were incorporated into later legislation, including 1878 legislation which extended the time limit for five per cent takings of Māori land to fifteen years, while five per cent takings from "general" land retained a five-year limit. Five per cent takings were eventually abolished in 1927. Provisions enabling wider takings of land for Public Works have been a feature of New Zealand's legislation since 1876.

4.205. Overall, Whanganui Māori lost over 2,800 acres of land to public works takings. The Crown's public works takings in Whanganui included large amounts of land along the Whanganui River, sites of cultural and historical significance, sites donated to be used as schools, productive land and cultivations. To Whanganui Māori, these lands were their tūrangawaewae, where they lived, where their ancestors rested in the earth, and where their children's whenua were buried. The Crown's takings from this land often created a profound sense of grievance which persists to this day.

Kaiwhaiki Quarry

4.206. In the 1870s, the Wanganui Harbour Board sought to begin quarrying rock near Kaiwhaiki, 15 kilometres north of Whanganui city, to build the city's harbour works. The Harbour Board wanted to quarry land owned by Whanganui Māori at Kaiwhaiki, but the owners did not agree. The Board began the harbour works with stone from another quarry. Soon after, in December 1878, the Harbour Board sought help from the Native Minister to obtain the stone from Māori land at Kaiwhaiki. The Minister told the Harbour Board he was willing, should negotiations fail again, to "bring into operation of the provisions of the Public Works Act" to secure the stone. The Harbours Act 1878, which had just been passed, gave Harbour Boards the powers in the Public Works Act 1876 to compulsorily acquire resources, including stone, from any land.

4.207. A few days later, the Minister and the Harbour Board visited the Māori owners of the land at Kaiwhaiki to negotiate with them for their stone. A local newspaper reported that the Native Minister had explained "at great length the advantage it would be to them [the owners] to make amicable terms with the local authorities" while taking care "at the same time, to place before them the powers of the Public Works Act." No other owners of stone resources seem to have been similarly approached by either Crown or Harbour Board. The prospect of a compulsory taking made plain, the Māori owners of the land agreed to

the Minister's terms for the Harbour Board to quarry their land for a royalty per cubic yard of stone. After this the Crown's direct involvement in the quarrying arrangements ended. In 1907 the Harbour Board and Māori owners of the land negotiated a new agreement. The Harbour Board again stated that if a "satisfactory" arrangement were not reached, the land could be taken under the Public Works Act, and the owners and Harbour Board compromised on new terms.

4.208. In one period of 14 months between October 1908 and January 1910, the royalties amounted to £2,039. In 1919, however, when the owners asked for a higher price for the stone, the Board compulsorily took the 60-acre quarry rather than negotiate or pay the increased price. In a 1922 compensation hearing, Kaiwhaiki owners sought £1,800 for the taking from the Harbour Board. However, the Board told the Native Land Court that only £1,000 should be paid because the board was the only likely purchaser of the stone, and it was of poor quality. The court did not explain its reasoning, but awarded £1,300 to the owners – considerably less than the royalties they had received in just over a year, a decade earlier.

4.209. In the 1970s, after the quarry had ceased to operate, the Crown returned the land to Māori ownership. However, lands and wāhi tapu such as Ōhokio Pā and cultivations called Ūpokongāruru, had been permanently destroyed by the quarry.

School sites

4.210. To obtain a "Native School" in their community, the Native Schools Code 1880 stipulated that Māori must gift a piece of their land to the Crown for the school site. After 1900, land gifted would subsequently be transferred into Crown ownership under the public works legislation. Many school sites in Whanganui, which had originally been gifted by their communities or taken by the Crown, did not return to their original owners once the schools closed. This was the case for native schools at Pīpīriki, Parikino and Koriniti. Land for other schools was also taken in the rohe, such as Kākātahi School – where the school site included an urupā.

4.211. In the late 1890s, members of Ngāti Pāmoana gifted land from the Tauakirā 2C block to the Crown for the establishment of Koriniti Native School, also called Pāmoana Native School. The school opened in early 1899 and operated until 1969, and after its closure, the Crown sold the land without properly investigating whether it had originally been gifted. After Whanganui Māori complained, the Crown reinvestigated and admitted the error. Officials tried to resolve the issue by repurchasing the site to return to Ngāti Pāmoana or forwarding the proceeds of the sale to them. Neither of these solutions were successful, and Ngāti Pāmoana received no redress for the loss of this land.

Kai Iwi water supply

4.212. At Kai Iwi, Ngā Hapū o Te Iwi o Whanganui have been affected three times by public works takings for the city water supply. In May 1904 the Wanganui Borough Council took land at Kai Iwi, including five acres from Māori-owned blocks Kai Iwi 5C, 5E, and 6J, for the development of Whanganui's water infrastructure. While the Borough Council agreed to pay £10 in compensation to the owners of Kai Iwi 6J, the owners of Kai Iwi 5C and 5E received no payment "as no damage is done" to their land. The Council intended to lay underground piping under these blocks, and granted an easement for the owners to continue to use the land they formerly owned.

4.213. In the late 1960s the Wanganui City Council sought to compulsorily take another 35.1 perches (almost a quarter-acre) from Kai Iwi 5E2 to establish a water bore. In January 1966 work began on the bore. The Council did not yet own the land, and had not

contacted, let alone consulted, the owners. In June 1966, five months after work had begun, the Council contacted the Māori Trustee, who at this time was solely responsible for acting on behalf of owners of multiply-owned Māori land. The Trustee agreed on behalf of the owners of Kai Iwi 5E2 to the taking. In April 1969, the Council agreed to pay the Trustee compensation of $45.96, including an additional 5% interest to compensate for the land having been entered in 1966. In July 1969, three years after works began, the taking was finally completed. By this time the bore had been sunk and a concrete structure erected on Kai Iwi 5E2. There is no evidence that the owners themselves were engaged with at any point.

4.214. In 1975 the Wanganui City Council acquired further land from Kai Iwi 5E2 for the site of a pump operators' house, an area of just over half an acre. Unlike the takings in 1904 and 1969, this land was secured by direct negotiation and agreement with the owners.

Ōhotu, Ōtoko, and Parapara Road

4.215. In 1907, the Crown took land from the Ngāpukewhakapū block during construction of Parapara Road, which runs from Whanganui inland to Raetihi. The land was around Ōtoko, a small settlement overlooking the Mangawhero River. Ōtoko marae is the southern-most Ringatū marae in Aotearoa and a place of immense spiritual significance. The Crown considered three different routes for the road at Ōtoko. Its 1907 taking allowed for two routes, one of which followed the river but was found unsuitable, and one which cut directly through Ōtoko pā. Ultimately the Crown abandoned its plans for both these routes, and in 1912 took land for a third route which also cut through the pā, separating five acres of the papakāinga on the eastern side of the road from four acres on the western side. All the takings for this section of the road were made under "five per cent" legislative provisions.

4.216. Communities further north were also affected by Parapara Road. The road went through the south-west corner of the Ōhotu 6F block, owned by members of Ngāti Pāmoana. In 1911 one of the block's owners partitioned out her interests. This block of six acres became Ōhotu 6F1, located alongside the Mangawhero River overlooking ancestral whenua, and bisected by Parapara Road. Today there are pipes running underneath the road which channel water onto Ōhotu 6F1. Ōhotu 6F1 is flood-prone and water pools on the land, making pines planted on it unstable.

4.217. The land taken for the discarded routes at Ōtoko was returned in 1913. Further work on the road over the twentieth century increasingly impacted on the community at Ōtoko. More land was taken from the papakāinga to accommodate road widening, and banks cut next to the road partially exposed the roots of the sacred pōhutukawa tree Te Kāhui o Ngā Rangatahi and cut dangerously close to a kuia's house. The road also disrupted kōiwi of victims of the 1918 flu pandemic, buried in an urupā approximately five kilometres further north, at Kākātahi.

Ātene Dam

4.218. Between 1957 and 1958, the Crown investigated developing hydroelectric power in the North Island to meet imminent electricity shortages. In 1958 the Crown issued an Order in Council under the Public Works Act 1928, which authorised the Crown to use several rivers in the central North Island, their tributaries, and surrounding land, to generate power. The Whanganui River was one of the affected rivers, but the Crown did not consult or notify Whanganui Māori before issuing the Order in Council.

4.219. In 1961 the Crown began exploratory work for a large hydro-electric dam on the Whanganui River at Ātene. The Crown carried out geological investigations in the Ātene

area, including the construction of access roads, tunnels, and a testing chamber. Whanganui Māori kōrero is that drilling at Ātene struck an aquifer and diverted its underground stream to flow into the Whanganui River, inappropriately mixing two ancient water sources.

4.220. Whanganui Māori were concerned about the impact of the proposed dam, and organised via the Whanganui River Association and local committees to present their concerns to the Crown. Had the scheme gone ahead, at least 11 battle sites, 18 burial grounds, 16 marae, six meeting houses, and a hall would have been flooded. In anticipation of flooding some Whanganui Māori reportedly left their homes, and others relocated kōiwi to burial places on higher ground. In response to their concerns, the tribal leadership under the mantle of Te Huatahi Tanginoa (Robert) Tapa and his wife Meri undertook a sacred quest to the heights of Ruapehu, where Whanganui leaders remember they ritually invoked the divine intervention of their spiritual guardians to intercede.

4.221. Over the course of the 1960s, the Crown scaled back the project due to engineering concerns. In 1966, the Crown abandoned the project and the dam was never built. A rā wairua (day of spiritual acknowledgement) is still held annually at Rānana, to commemorate the quest and the cancellation of the dam.

Scenic Reserves

4.222. From the late nineteenth century, the Crown sought to preserve "scenic land" along the Whanganui River, both to provide a view to the tourist boats sailing the river, and to protect against the banks eroding as trees were logged, threatening the navigability of the river as a transport route. From 1903, the Crown promoted legislation for scenery preservation, which included power to acquire land of 'scenic or historical interest', including Māori land. While much of the land occupied by Pākehā was cleared for farming, most Māori-owned land along the river remained in its natural state and thus drew the Crown's attention for "preservation".

4.223. In 1904, the Crown made nine acres of Crown-owned land near Ōtoko into a scenic reserve, placed in a bend of the original route considered for Parapara Road. However, the road was eventually built on a different route, rendering Ōtoko Scenic Reserve invisible from the highway, and inaccessible to the public.

4.224. Most scenic reserves in the district, however, were created along the Whanganui River. The Crown established a Scenery Preservation Commission to select sites for scenic reserves. In 1904, the Commission met with the Whanganui Borough Council and Chamber of Commerce in Whanganui town to discuss attendees' submissions for land to be reserved. Following this, the Commission took two trips in late 1904 and early 1905 on the Whanganui River to view suitable sites for reservation. There is no evidence that the Commission engaged with Whanganui Māori during these inspections of scenic lands. Rather, the Commission recommended that Whanganui Māori should be consulted only later, when the boundaries of scenic reserves were arranged, and their views considered "so far as the scenic interest will allow".

4.225. In 1906 the Commission was replaced by a smaller body, the Scenery Preservation Board. In June of 1908, the Board recommended the Crown reserve 15,356 acres of Māori land along the length of the Whanganui River, and in October, the Crown approved the purchase of 19,000 acres for the total sum of £8,000 pounds. Instead of negotiating purchases with Whanganui Māori up and down the river, the Crown elected to compulsorily acquire land and pay compensation to affected owners. Between 1911 and 1921, the Crown compulsorily acquired 2745.5 acres of land from blocks significant to Ngā Hapū o Te Iwi o Whanganui.

4.226. Whanganui Māori protested the Crown's proposed takings, especially where they affected workable land, wāhi tapu or where takings were proposed from a block already affected by Crown purchasing. They lodged a series of petitions, some signed by hundreds of signatories, objecting to the takings and suggesting they be confined to "the real scenic lands", avoiding their urupā and farming land. The Crown received letters from members of Ngāti Hineoneone and Ngāti Pāmoana, objecting to takings from the Ōhotu and Tauakirā blocks. For example, whānau of Tauākira 2O argued that the proposed taking of part of the block, which included part of their farm, already used for grazing, and an urupā, would leave them without enough land to sustain themselves. A tupuna of Ngāti Hineoneone objected that the proposed scenic reserve on Tauakirā 2N included "an important burial place" where his parents and many others were buried. He told the Crown he intended never to fell the bush on this land, "therefore it will always remain as it is now, a scenic spot." Others also noted urupā and wāhi tapu included in the proposed scenic reserves and wrote to the Crown opposing the proposed reserves.

4.227. In response, the Crown appointed a Royal Commission to investigate scenery preservation on the river in 1916. In their statements to the Commission, some tūpuna called for the return of lands they had not wished to part with, and for which they had rejected compensation. Others, such as an owner of land at Te Tuhi No4 1C, objected, to "the best part" of their land being taken and access to their lands being affected. This owner told the Commission "do not cut my land, but return it to me solid, whole and unbroken." Others continued to object to urupā and wāhi tapu being taken for scenic reserves, including urupā and wāhi tapu in the Ahuahu A, Tauakirā 2N, Tauakirā 2O, and Paetawa North blocks, all taken by the Crown between 1911 and 1914.

4.228. When the Commission reported its findings in 1916 it recommended the Crown retain almost all existing and proposed reserves. The Commission did recommend returning just over 85 acres significant to Ngā Hapū o Te Iwi o Whanganui, including an urupā. The Crown returned 50 acres of the Waharangi Scenic Reserve, and sheep yards on the Te Tuhi No. 5 block. The Crown followed other recommendations from the Commission to take more land in which Ngā Hapū o Te Iwi o Whanganui tūpuna held interests. In 1917 the Crown took a further 218 acres from the Whakaihuwaka C block, and in 1921 a further 283 acres from the Puketarata 4H, 4E2 and 4E1 blocks. In 1986, large amounts of the land taken for scenic reserves were made part of Whanganui National Park.

4.229. Whanganui Māori protests about scenic reserves did not end with the Royal Commission, but continued, with more petitioning of the Crown in 1927. Between 1943 and 1947 Kaiwhare Kiriona, a tupuna of Ngāti Hineoneone, one of Ngā Hapū o Te Iwi o Whanganui, approached the Crown at least three times seeking to gain ownership of the scenic reserve at Ōtoko. He owned land adjoining it and wished to develop stock tracks and burn bush without worrying about impacting the reserve. Although Crown officials agreed that the reserve could be sold to Kiriona if another piece of scenic land was purchased with the proceeds, Ōtoko Scenic Reserve remained in Crown ownership into the 2020s.

TWENTIETH CENTURY LAND ADMINISTRATION

From Taihoa to the Native Land Act 1909

4.230. In 1898, Premier Seddon met with Whanganui Māori in Pūtiki to promote new Māori land legislation, telling them his intention was that "in saving the land we are saving the Native people." He understood that "all the Native land now in existence is wanted for your support," and they may require more land in the future as their numbers increased. Accordingly, he stated "the time has arrived when the sale of the Native lands must be stopped." However, the 1899 'taihoa' on Crown purchasing ended in 1905 in response to Pākehā pressure to acquire more Māori land in the twentieth century. The Crown

promoted legislation in 1905 which provided for purchasing to recommence with some new requirements. In purchasing land, the Crown had to ensure Māori retained sufficient land for their needs, which was defined as a specific amount of acres depending on the quality of land. The legislation also required the Crown to pay a minimum price according to a valuation, and sales had to have the consent of a majority of owners. Once a sale was consented to by the majority, the minority of owners who did not consent were bound to complete the sale to the Crown regardless of their wishes.

4.231. In 1907, the Crown commissioned Sir Robert Stout and Apirana Ngata to investigate remaining Māori land and sought recommendations about what land could be improved, should remain in Māori occupation, or made available for European settlement. Stout and Ngata found that from the early 1880s to 1906, Whanganui Māori sold 1.27 million acres of land at "absurdly low prices". They described the system for setting prices according to a valuation from 1905 as "equitable" and for this reason, among others, prices rose significantly in the first decade of the twentieth century. In 1908, the Stout-Ngata Commission recommended the Crown to cease purchasing in the Whanganui district because Māori had so little land left. Despite this, the Crown re-commenced large scale purchasing after 1909, and private purchasing was permitted again as well.

4.232. In 1909, the Crown promoted the 1909 Native Land Act which lifted all restrictions on the alienation of Māori land. The 1909 Act re-introduced the Crown's power of pre-emption to exclude private parties where it was contemplating a purchase. It also provided that Māori land with ten or more owners could only be alienated by meetings of assembled owners, but introduced a minimum quorum of only five owners for meetings of assembled owners to vote on the sale of a land block. This was later reduced to three in 1953. The purchasing system established in 1909 was amended by legislation in 1913. The 1913 Act extended the Crown's pre-emption over land it wished to lease. It also removed the requirement for a meeting of assembled owners, though the Crown often used them in purchase negotiations. Removing this requirement, however, allowed the Crown to resort to individual purchases if it could not purchase from the assembled owners. This system remained largely in place until the 1950s, though the Crown stopped systematic large-scale purchasing after 1929.

Crown and private purchasing

4.233. For the period between 1909 and 1992, a significant amount of land was alienated from Whanganui Māori. Most of this land was purchased before 1930. The Native Land Court had awarded nine blocks exclusively to Ngā Hapū o Te Iwi o Whanganui in the nineteenth century. These blocks originally comprised 125,000 acres, but by 1909 only 54,500 acres remained in Māori ownership. After 1909 the Crown purchased a further 443 acres from the blocks, and private parties purchased almost 9,800 acres in the twentieth century. Today, only 39,211 acres remain in Māori ownership in those nine blocks. There are eleven blocks, amounting to 430,000 acres originally, where the Native Land Court awarded Whanganui Māori a majority of the interests, and there was 243,000 acres of Māori land left in 1909. Over the remainder of the twentieth century, a further 24,900 acres was purchased by the Crown, 33,600 acres by private parties, and there is less than 55,000 acres remaining in Māori ownership today. Finally, in five additional blocks, originally comprising more than 200,000 acres, where Whanganui Māori interests were recognised, Māori owned only 26,000 acres by 1909. In the twentieth century, the Crown purchased an additional 419 acres and private parties purchased almost 8,330 acres and there is less than 1,500 acres left in Māori ownership today.

Ngā Hapū o Te Iwi o Whanganui interests	Original acres	Acres at 1909	Crown purchasing 1909 - 1992	Private purchasing 1909 - 1992	Alienated by other means (public works takings, Europeanised title, incorporated lands) 1909 - 1992	Remaining land
Ngā Hapū o Te Iwi o Whanganui owned	125,000	54,500	443	9,800	5,046	39,211
Majority	430,000	243,000	24,900	33,600	129,500	55,000
Interests recognised	200,000	26,000	419	8,330	15,751	1,500

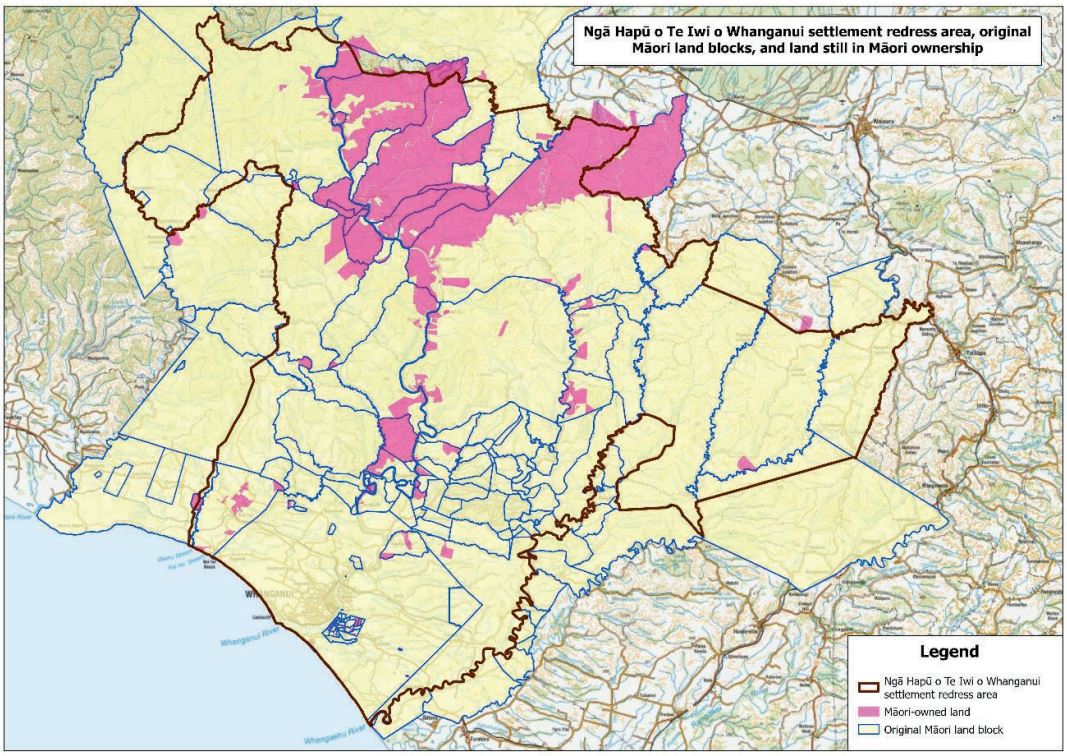


Figure 6: Māori land blocks overlaid on the Ngā Hapū o Te Iwi o Whanganui Area of Settlement Redress, remaining Māori land shown in pink

4.234. Over the nineteenth and twentieth century, the land owned by Ngā Hapū o Te Iwi o Whanganui became increasingly fragmented and difficult to utilise because of the cumulative impact of Crown purchasing, private purchasing, and public works takings. There are some blocks in which the overall impact of these alienations is quite stark. For example, in the Ahuahu block the Crown started negotiations to acquire the 11,640-acre Ahuahu block in 1879, by offering pre-title advance payments to rangatira. In 1886, the Native Land Court awarded the block to 323 owners. Te Keepa Te Rangihiwinui sought for four reserves to be held in trust by the owners for the hapū but the Court responded that it could not do so, but would make the land inalienable. In 1890, the Crown applied to the Court to acquire Ahuahu land as a consequence of its pre-title advances and payment of the survey costs and 3,756 acres was awarded to the Crown in 1893. After this, the Crown began purchasing interests from the individuals awarded title and, in 1901, the Court awarded the Crown 6,595 acres. In 1912, the Crown compulsorily acquired 244 acres across three subdivisions for scenery preservation, including 146 acres on the banks of the Whanganui River. In 1914, the Crown acquired a further 199 acres of the Ahuahu block in payment for a survey lien of almost fifty pounds. Finally, in 1918, a private party purchased 724 acres of the remaining land, leaving about 120 acres of the large block in Māori ownership today.

4.235. In 1907, the Crown purchased more than 37,000 acres of the 67,210-acre Whakaihuwaka block. At the 1907 Stout Ngata Commission hearings, the owners of the Whakaihuwaka block had strongly requested that the Crown cease purchasing land in the block. The owners told the Commissioners they wanted to farm some of the land and lease the rest. Stout and Ngata noted that many Whakaihuwaka owners had no interests in any other land blocks. On 13 May 1915, the Crown issued a proclamation forbidding private land purchases in most of the 25,456-acre Whakaihuwaka C block. In 1916, after a meeting of assembled owners rejected the Crown's original purchase offer, the Crown pursued buying shares off individual owners. By 1920, the Crown had acquired the shares for over 16,000 acres of the Whakaihuwaka C block. The Crown continuously renewed its pre-emption over the block through to 1926. The purchases were completed in 1927, by which time the Crown had bought over 21,000 acres in the Whakaihuwaka C block. In the 15,085-acre Whakaihuwaka C13I block, the Crown purchased shares through a combination of assembled owners meetings and purchasing individual shares. In 1919, the Native Land Court partitioned out land for the Crown equivalent to these shares. Subsequent meetings of non-sellers were called to vote on further land sales to the Crown, which were completed either through the assembled owners or purchases from individual owners. By 1921, the Crown acquired all but 89 acres of the original Whakaihuwaka C13I block.

Pīpīriki Native Township

4.236. In 1895, the Crown promoted new legislation, the Native Townships Act, for establishing Pākehā townships on Māori land called 'native townships'. Under this regime, Māori would transfer their land in trust to the Crown. The Crown would then be responsible for developing the land into towns for European settlement. In November 1895, Pīpīriki Māori met with Premier Seddon and agreed to the establishment of the Pīpīriki Native Township, which would be the first established under this regime. Acting on behalf of Pīpīriki Māori in engaging with the Crown, Te Keepa Te Rangihiwinui presented a document at the hui which set out the owners' conditions upon which owners were willing to have a native township on their land, particularly that a committee of seven act on behalf of all Pīpīriki Māori. In reply Seddon was careful not to promise more than was provided for in the 1895 Act, and emphasised the financial benefits Māori would receive from the township. He committed the Crown to consulting with the Māori committee, reserving urupā, and the Crown would ensure rents were collected for the owners. The Crown proclaimed the

Pīpīriki Township in 1896. It comprised 366 acres in 107 sections, of which ten sections accounting for only five per cent of the township was reserved for Pīpīriki Māori, far below the twenty per cent that could have been reserved under the legislation. The Crown compulsorily acquired 32 acres of the township for public works, including 17 acres that was set aside as a public reserve. The reserve included Pukehīnau, a wāhi tapu which Te Keepa had pointed out in 1895 as an area he wanted reserved to Pīpīriki Māori. The 1895 legislation exempted the Crown from paying compensation for public works, so Pīpīriki Māori have never been paid for the taking of this land.

4.237. From 1897, the Crown offered the township sections for lease and initially there was significant interest. With the Whanganui River a significant navigation route and tourist attraction, Pīpīriki was a busy township around the turn of the century. However, the improvements of roading in the central North Island along with the completion of the North Island Main Trunk railway in 1908 drew transport away from the Whanganui River and from Pīpīriki. Demand for township sections quickly dwindled in the twentieth century. A Field Inspector opined to the Crown in 1926 that "Pipiriki is dead". Between 1897 and 1908, the average annual rent collected for Pīpīriki Māori was £137, though that was only 93 per cent of the rent owed. By 1958, the annual rent averaged only £80. The owners did not receive all of the rent money, however, as the native townships regime provided that the costs for establishing the township, such as surveying, would ultimately be paid by the Māori owners. In 1898, for example, the Crown paid the owners only £26 in rent, to be distributed between the 211 owners, after £84 in costs was deducted from the £110 of collected rent. By 1958, the amount of owners of the township had tripled and so once the rent was divided no one received more than a few shillings. Additionally, in 1958 almost half of the sections were leased to Māori, including some owners whose income from rental payments did not necessarily cover their own rent. From early in the twentieth century, lessees of township sections pushed for the Crown to make the land available for purchase. In response to this pressure, the Crown promoted the Native Townships Act 1910 which provided for both purchasing township land, as well as leases with a perpetual right of renewal. By the 1930s, almost half of the leases contained a perpetual right of renewal. In 1938, Pīpīriki Māori petitioned the Crown to end the leases and return the land to their control. However, the Crown did not do so due to the perpetual leases.

4.238. In 1908, the Crown transferred the Pīpīriki Township to the Aotea District Maori Land Board to hold in trust for the owners and administer the township. There was one Crown-appointed Māori member of the Board until 1913, after which time there was no Māori representation in the management of Pīpīriki Township before 1958. After 1952, when the Board was abolished, the Māori Trustee managed the Township. Finally in 1958, the Māori committee that Premier Seddon committed to establishing in 1895 was formed as the Pīpīriki Tribal Committee and the Pīpīriki Māori Lands Committee. In 1960, likely after lessees with a perpetual renewal right stopped seeking to exercise it, the township was transferred to an incorporation of owners, the Pipiriki Incorporation, along with other Māori-owned land in the area. However, the 32 acres the Crown had compulsorily acquired for public works was not included in the transfer.

4.239. In the 1930s, the Board had protested that the public reserves no longer used for their original purpose should be returned, but the Crown took no action. In some cases, such as the land taken for a Post Office, the Crown rented the land to a local tourism operator and kept the income. The Crown redesignated the wāhi tapu and urupā at Pukehīnau as a scenic reserve and included them in the Whanganui National Park in 1987. By the 1990s, a track and viewing platform had been built over the urupā at Pukehīnau.

Whanganui Vested Lands

4.240. In 1900, the Crown promoted legislation intended to provide greater Māori control over the administration of their lands and established the Aotea District Maori Land Council in 1901. Māori land could be vested in the Council, which would then administer the land for the benefit of the owners. The Council comprised of the Native Land Court judge as the President, a Crown-appointed European member, three elected Māori members: Takarangi Mete Kīngi, Waata Wiremu Hīpango, and Te Aohau Nikitini. There were also two Crown-appointed Māori members: Rū Rēweti, and Taraua Ūtiku Marumaru. In 1902, Whanganui Māori decided to vest nine blocks, amounting to approximately 192,000 acres, in the new council so that the land could be leased. However, the vesting deeds for the Ngārākauwhakarāra, Puketōtara, and Whakaihuwaka blocks were not signed by enough of the owners for them to be transferred to the Council. Over 1902 and 1903, Whanganui Māori vested just over 67,000 acres in the Ōhotu, Paetawa, and Morikau blocks. Vesting these lands incurred costs for the owners, particularly for roading and surveying. The Crown paid these costs up front and implemented a long-term loan for the owners to pay these set up costs back from the rental income. In 1905, an additional 11,600 acres in the Tauakirā block was vested to protect the block from being sold to pay for a survey lien. However, the block included the 2M partition the owners had wanted to retain as that was where they lived. From 1909, the owners protested the vesting of Tauakirā 2M and it was returned to them in 1915.

4.241. The vested lands were advertised for leases of 21 years, with one right of renewal for another 21-year term. The Crown had proposed the vested lands be offered with a perpetual right of renewal, but Whanganui Māori were clear in their opposition to perpetual leasing. Following an initial failure to lease the lands on these terms, the Crown and the European members of the Council attempted to pressure the Māori members of the Council to agree to perpetual leasing, but they refused. Instead, the Council offered lessees compensation for any improvements they made to the land over the course of their lease. The Māori owners would need to pay the compensation when the lease ended to resume the land and, if they could not do so, it would be leased again for a further 21 years. In 1904, the European Council members commented that this requirement would make the leases perpetual in effect as they did not think the owners would be able to afford the compensation. The rent to be paid to the owners was set at five per cent of the unimproved value of the land.

4.242. In 1906, the Crown replaced the Council with the Aotea District Maori Land Board which took over administration of the vested lands. The Board only had three Crown-appointed members including one Māori member. After 1913, the Crown did not appoint any Māori members to the Board. In 1907, the Crown promoted legislation providing that the vested lands should be returned to Māori control by 1957. Further legislation in 1909 empowered the Crown to direct the Board to create a 'sinking fund' which was a portion of the rental income set aside to accumulate money to pay the lessees compensation for improvements. However, the Board did not create a sinking fund, and the Crown did not direct it to do so due to the need to pay back debt incurred from the establishment of infrastructure on the land. In 1913, the Crown promoted legislation which provided for it to purchase vested land. The following year, Whanganui Māori protested against this, stating they had vested their land "so that our descendants and their generations may not be landless". However, between 1923 and 1927 the Crown purchased 1,810 acres of vested land in the Tauakirā block.

4.243. When the first 21-year leases came to an end, the rent was set for the second 21-year term was recalculated as five per cent of the value of the land minus the value of improvements made in the first term. The improvements were valued at what they would

cost when the lease was renewed, but many of the improvements, such as clearing the land, had been carried out decades earlier, at the beginning of the lease period. This led to the value of improvements being set as higher than their cost which meant that the rental income between the first and second term decreased by 46 per cent across the Whanganui district. This, along with the absence of a sinking fund, further reduced the ability of Whanganui Māori to pay the compensation to lessees at the end of the second term.

4.244. In 1926, the Crown was made aware that the owners would not be able to pay the compensation for improvements that would be due when the leases expired. However, it did not address this issue until 1951 when it established a Royal Commission of Inquiry to investigate the vested lands. During the Great Depression of the 1930s, the Crown introduced rent relief of 20 per cent for lessees experiencing financial hardship so that they could stay on the farm. However, it meant the owners received even less money in this period. In 1936, one of the owners reported that the rent relief "in many cases has rendered them destitute". The rent relief continued until after the Second World War, and the 1951 Royal Commission recommended it should cease. Despite the provision in the Native Lands Act 1907 for the vested lands to return to their owners' control no later than 1957, the Crown promoted legislation in 1954 which allowed for the leases to continue because more time was needed to raise the money needed to pay for improvements.

4.245. Owners could remain living on the vested lands by having an occupation licence to a reserved papakāinga, tender a general lease of a farm section, or, after 1909, take a formal lease specifically for Māori. Papakāinga sections were allocated on the Ōhotu block over 1907 and 1908. From 1911, nine people held a 36-year occupation licence for one of the Ōhotu papakāinga, Ōruakūkuru, which was a 304.5 acre section which contained a whare tūpuna called Te Ao Te Rangi and two urupā, for an annual rent of £11 8s. Papakāinga land was "absolutely inalienable", which meant that selling, leasing, subletting, and mortgaging was prohibited and so it was difficult for Māori to develop the land. When the Board inspected the land in 1928, it found that five of the original nine licence holders had passed away, there was no stock on the land, and some of the section was sublet to Pākehā. The Board advised the owners that they had breached the licence terms by subletting and the occupation licence was cancelled. The Board then offered the land for a general lease. The eastern part of the land was leased by the end of the year. However, the lessee used the whare tūpuna which was on a half-acre section not under lease, as a haybarn and it ultimately burned down. The family continued to occupy the western part of the land until the 1950s and it then came under the control of the Māori Trustee who leased the land. The family did not have the finances to oppose this action, and remain aggrieved over the loss of their whare tūpuna and family home which was demolished by the lessee.

4.246. In 1964, the owners of the vested lands voted to amalgamate the land. In 1967, the land was amalgamated into one block called Ātihau Whanganui Vested Land. The Crown promoted the Maori Affairs Amendment Act 1967 which, despite Māori protest, allowed the Māori Trustee to buy shares in the vested lands as well as automatically acquire 'uneconomic' interests worth less than £50 and sell the land to lessees. The owners sought to establish a statutory trust to administer the land and asked the Crown to promote special legislation to allow this to happen. The Crown did not promote special legislation to create the statutory trust, and preferred the owners create an incorporation. In 1969, the owners voted again and resolved to incorporate. In 1970, ownership of over 100,000 acres of vested lands was transferred to the Ātihau Whanganui Incorporation and so the block became general land, rather than Māori freehold land. However, much of it remained under lease into the 21st century. The Incorporation still owns that land today.

Land development

4.247. In 1906, the Crown promoted the Maori Land Settlement Act Amendment Act which provided for the Crown to compulsorily vest Māori land in the district land board and lease it exclusively to Māori if, in the opinion of the Native Minister, it was "not properly occupied by the Maori owners" or infested with noxious weeds. The vast majority of land compulsorily vested under this legislation was in the Whanganui district. Over 1906 and 1907, the Crown compulsorily vested around 15,000 acres the Morikau No.1 block, the Rānana block, and the Ngārākauwhakarāra block in the Aotea District Maori Land Board. The Morikau and Rānana blocks were vested because the Native Minister did not consider them properly occupied, while the Ngārākauwhakarāra block was vested because it was infested with noxious weeds. The Board established small farms on 3,000 acres of this land for some of the original owners to operate, and the rest was designated as the Morikau Station which was administered by the Board itself.

4.248. It was not until 1909 that the Crown promoted legislation which empowered the Board to develop the Morikau Station, and it began to do so in 1910. A European farm manager was appointed in 1910 and in 1911 the original owners elected a six-member farm management committee. In 1912, 48 of the original owners wrote in protest to the Native Minister about their land being included in the Morikau Station, saying they had already been farming on some of the land. Regardless, the Station was established and progressed quickly. By 1912, between 150 and 200 Māori were living and working on the land. In 1915, the Board mortgaged the land for £32,000 to fund development and took over thirty years to pay the debt. In the 1920s, the Morikau Station was still struggling with clearing weeds, and while a lot of money had been spent, the infested area had not been reduced. In 1924, 212 of the original owners petitioned the Board stating that while the land had been vested in the Board for 14 years the original owners had yet to receive any benefit. In that year, Morikau Station was operating at a loss. It was not until 1934 that the owners received a profit distribution and by 1946 they received regular profits. In 1955, the Morikau Station was transferred to the Morikaunui Incorporation of owners.

4.249. In 1907, the Stout Ngata Commission had recommended that assistance be provided to Māori in order to help them develop their remaining lands. The Commission stated that some of the problems resulting from under-utilised Māori land could have been solved long ago "if the Legislature had in the past devoted more attention to making the Maori an efficient farmer and settler." From 1929, Apirana Ngata, as Native Minister, was instrumental in establishing large scale land development schemes, providing Crown funding for Māori land. The biggest scheme in Whanganui was the Rānana development scheme, established in 1930, and comprising 4,516 acres of land in the Rānana block, Morikau No.1 block, and Ngārākauwhakarāra blocks adjoining the Morikau Station. The owners retained title to the land while the Crown took over some control and management, and designated some powers to the local land board. The Rānana development scheme operated the large Rānana Station as well as smaller farms and was managed by the Aotea District Maori Land Board with an owners' committee in an advisory role. While the owners were satisfied with the management in the first decade of the scheme, between 1938 and 1941 owners began to raise issues with the management of noxious weeds, low incomes, and debt and submitted a petition to this effect in 1942. In response, the Board implemented closer supervision of the scheme, but the supervision gradually declined as many officials and farmers participated in the Second World War. Following the War, the Crown encouraged the owners to include the Rānana development scheme in the Crown's rehabilitation scheme in order for returned servicemen to settle and work the land. This allowed for two Māori ex-servicemen to take up farms in the Rānana development scheme.

4.250. Like the Morikau Station, the Rānana development scheme struggled with debt from the mortgages and other loans needed to develop the land into farms, particularly for weed eradication. The debt increased over the 1930s, with interest payments on loans accounting for half of the debt increase by the end of the decade. Between 1937 and 1944, eight of the smaller farm sections that had previously been abandoned by the farmers were added to the main Rānana Station which led to the overall debt for the Station increasing significantly. In 1962, the Crown persuaded the owners that the only way forward for the Rānana development scheme was to increase financial investment, believing it could be paid off in ten years. However, by 1971, the debt had only increased. Between 1972 and 1973, the Rānana Station was leased to the Morikaunui Incorporation for twenty-one years and the Crown's involvement in the scheme largely ended. When this lease expired in the 1990s, much of the land was returned to the owners debt-free.

'Uneconomic' interests

4.251. As Māori land became increasingly fragmented over the twentieth century, the Crown promoted the Maori Affairs Act 1953 which included provisions to eliminate 'uneconomic' shares and to reduce the number of owners of a block. This legislation allowed for interests worth less than £25 to be compulsorily transferred to the Māori Trustee for a price determined by the Māori Land Court. For example, in 1967 all the interests in a subdivision of the Parikino block were declared uneconomic and vested in the Māori Trustee at the request of one of the many owners. That owner was then able to acquire the land from the Māori Trustee without any meeting of assembled owners, even though three owners attended the Court hearing to object to the conversion. In 1975, the block which included an urupā was sold to a non-Māori without consideration of its original owners.

Europeanisation

4.252. In 1960, the Crown commissioned a report on the work of the Department of Māori Affairs. It was published in 1961 as the 'Hunn Report' and included an investigation into Māori land and the land title system. It showed that the Whanganui district had the highest increase of owners in a Māori land block per succession order and the second highest number of separate Māori land titles. The Hunn Report, as well as another report on the Māori Land Court and Māori land laws in 1965, recommended a greater integration of Māori into European society and the removal of legal distinctions between Māori and European land ownership. In response, the Crown promoted the Maori Affairs Amendment Act 1967 which included a provision which allowed the Māori Land Court registrar to declare Māori land with four or fewer owners to be general land, or 'Europeanised' land. There was no requirement for the registrar to gain the consent of the owners. Europeanised land lost the remaining protections of Māori land and so was more susceptible to private purchasing. Many Whanganui Māori land titles were Europeanised before the Crown repealed the provision in 1973 in recognition of the general dislike among Māori for it. In the Māori land blocks which were owned exclusively by Ngā Hapū o Te Iwi o Whanganui, almost 188 acres were Europeanised. In the blocks where Ngā Hapū o Te Iwi o Whanganui held the majority of interests, almost 2,316 acres were Europeanised. Finally, in other blocks where Ngā Hapū o Te Iwi o Whanganui were awarded interests, almost 2,277 acres were ultimately Europeanised. In 1974, the Crown responded to Māori protests about land continuing to be lost from their greatly diminished land holdings and promoted legislation which focussed on land retention and made Māori land much more difficult to alienate. By this time, however, the majority of the Ngā Hapū o Te Iwi o Whanganui land base had already been alienated from their ownership.

TE TAIAO – ENVIRONMENTAL ISSUES

4.253. For centuries, Ngā Hapū o Te Iwi o Whanganui have been nourished by the rich birdlife, plants, and aquatic species that abounded in the dense rainforests of its hill country. Its waterways, wetlands, puna, and lakes provided important lines of communication with whānau across the district, abundant kai for eating and trade, and healing properties upon which Ngā Hapū o Te Iwi o Whanganui relied. However, since 1840 the environment of the Whanganui district has undergone a significant transformation.

Forests

4.254. The destruction of these forests led to rapid species loss (plant and animal), erosion, and the siltation of waterways. Consequently, declining soil fertility, decreasing food sources for grazing animals, increased weed-infestation, and slip erosion became widespread across the Whanganui district.

Introduction of New Species

4.255. Māori in Whanganui quickly understood how they could leverage new species of farmed goods for trade – by the mid-nineteenth century, they were growing a wide variety of fruits, vegetables and crops including barley, oats, and maize to sell to up-river Māori and Pākehā settlers. Initially, these foods supplemented, rather than replaced, traditional food sources and resource-gathering skills.

4.256. From the mid-1860s, provincial acclimatisation societies began to deliberately release birds, animals (including possums and deer), and fish into the forests and waterways of New Zealand, including the rohe of Ngā Hapū o Te Iwi o Whanganui, for ‘useful or ornamental’ purposes. While the Crown did not run acclimatisation societies, from 1867 Parliament passed laws under which societies like the Wanganui Acclimatisation Society operated, actively promoted and encouraged their work, and sometimes provided financial assistance.

4.257. The Crown attempted to control the spread of rabbits, rats, goats and cats introduced by settler populations by releasing weasels, stoats, and ferrets; however, all of these predators have had a significant destructive impact upon New Zealand’s native bird populations, including those in the rohe of Ngā Hapū o Te Iwi o Whanganui.

4.258. Although European settlers introduced possums, in the 1870s acclimatisation societies released them in the belief that possums would be beneficial to native forests. By the 1930s and ‘40s, however, it had become clear that possums were damaging forests, eating foods native birds relied upon, and eating birds’ eggs and chicks. Since the 1970s the Crown has relied upon aerial drops of sodium fluoroacetate, or ‘1080’, a pesticide to control possums in public conservation land. Members of Ngā Hapū o Te Iwi o Whanganui have been actively protesting the use of 1080 for decades, and consider it responsible for illness and death among whānau and whenua. Today, possums remain a major pest which have an especially devastating impact on native forest ecologies.

4.259. Within the rohe of Ngā Hapū o Te Iwi o Whanganui, therefore, widespread changes to the habitat as a result of irreversible land-use changes as well as the introduction of exotic fish species into its waterways, have also detrimentally impacted the water quality and food sources of native freshwater fish and other species such as kōura (North Island fresh-water crayfish) and kākahi (mussels).

Waterways and lakes

4.260. The extensive network of large waterways and their tributaries, wetlands, and dune lake systems of the rohe of Ngā Hapū o Te Iwi o Whanganui were prized by its hapū for their food resources, as 'highways' through the landscape for transport and communication, and as safe havens for pā, kāinga, and mahinga kai (cultivations).

4.261. The major estuaries within the rohe of Ngā Hapū o Te Iwi o Whanganui, for example, were ecologically rich and provided important nursery habitats for freshwater and estuarine species of birds and fish like pātiki (flounder) and ngaore (smelt). Wetland areas like Kokohuia, a tributary to the Whanganui River close to present-day Castlecliff and Gonville, were once rich in tuna (eel) and raupō (bulrush). Drained by the council in the 1950s, Kokohuia was turned into Balgownie Rubbish Dump. This detrimentally impacted the delicate ecology of this wetland environment, killing important flora and fauna relied upon by the people, and prevented Ngā Hapū o Te Iwi o Whanganui from exercising tiakitanga. A number of drains and streams with contaminants from the landfill and stormwater drains from industrial and residential areas also crossed the wetland. The Crown only began to take steps to protect wetlands in the late 1960s. Today, a small section is being restored with the assistance of Te Kura o Kokohuia.

4.262. River mouths also attracted sea mammals and the predators that pursued them, and were vital food sources for local Māori. This kai was also important to the economies of tāngata whenua across the Whanganui region who relied upon dried meats for winter supplies and trading.

4.263. Some waterways and wetlands were wāhi tapu and renowned for their medicinal properties. Others provided Ngā Hapū o Te Iwi o Whanganui with access to paru, or mud used for dyeing, or were home to important kaitiaki. Flax, rushes, and toetoe provided Ngā Hapū o Te Iwi o Whanganui with materials for clothing, homes, and rongoā.

The Coastal Dune Lakes

4.264. The rohe of Ngā Hapū o Te Iwi o Whanganui includes a dynamic coastal dune system with a number of freshwater 'dune lakes'. This system supported a variety of Indigenous coastal plants and forests. Roto Wiritoa and Roto Kaitoke are dune lakes of particular significance to Ngā Hapū o Te Iwi o Whanganui, and located a few kilometres south-east of Whanganui city.

4.265. The lakes were plentiful food sources with tuna, kōura, kokopu (whitebait), tētē (grey teal), pūtangitangi (paradise shelduck), and pūkeko (purple swamp hen). Seasonal abundance led to increased numbers of tāngata whenua at the lakes, particularly Ngā Hapū o Te Iwi o Whanganui, and whanaunga from other rohe who visited the river mouth from inland.

4.266. Ownership of Roto Wiritoa passed to the Crown in 1848, whereupon title was divided: one portion was sold to private owners, and what remained eventually came under the control of the local council. Despite these changes to the Lake's title, Ngā Hapū o Te Iwi o Whanganui continued to camp around the lake annually and gather tuna well into the twentieth century. The Wanganui Acclimatisation Society released trout into Roto Wiritoa until the 1980s.

4.267. In 1901, the Native Land Court awarded title to Roto Kaitoke and surrounding land to members of Ngā Hapū o Te Iwi o Whanganui. In 1914 the Crown declared the lake, and a 200-metre strip of land along its shore, a wildlife sanctuary under the Animal Protection Act 1908 following advice from the Wanganui Acclimatisation Society. Although tuna were not covered by the Animals Protection Act, in 1917 the Crown instructed the police to

caution the owners from fishing the lake after neighbouring landowners questioned the right of Māori to shoot and fish at the lake. Nevertheless the lake owners and their descendants continued to collect tuna and kōura throughout the twentieth century. In the 1970s, the Crown sometimes issued licenses to private individuals for fishing at Roto Kaitoke, including one briefly issued in 1979 to a commercial eel fisher, until objections from Ngā Hapū o Te Iwi o Whanganui that the licenses were to the detriment of remaining tuna stocks, led the Crown to cancel it after only a few months.

Taipakē

4.268. At Kai Iwi beach, north-west of present-day Whanganui city, are important fishing sites and waka-landing places for a number of Ngā Hapū o Te Iwi o Whanganui. These include Taipakē near the mouth of the Mōwhānau Stream where fish and shellfish were dried, stored, and traded. In 1898, the Crown acquired the wider 500 acre Kai Iwi 6F block on which Taipakē and other hapū sites were located. Despite this, hapū continued to occupy and use it as a fishing kāinga. In 1908 in recognition of this ongoing use, the Crown created a permanent reserve there for the storage and landing of boats.

4.269. Ten years later, as private purchasing of land around this beach became increasingly popular, hapū wrote to the Crown asking for Taipakē to be set-apart for them to camp and fish at in perpetuity and so they would not be 'cut off from a natural food supply'. However, after a number of decades of petitions from local authorities, the Crown reclassified the land as a public domain in 1954, and vested it in the Nukumaru Domain Board.

The Whanganui National Park

4.270. The Whanganui National Park was established in 1986 and covers 742 km^2 of the central North Island in a broad arc south of Taumarunui towards Whanganui, and includes land from the rohe of Ngā Hapū o Te Iwi o Whanganui. The park does not include the bed or waters of the Whanganui River.

4.271. Beginning in the 1940s, officials had considered the area for a national park, but it was not until 1980 that the Crown began a serious assessment based on the region's outstanding visual appeal and distinctive Māori cultural history. In 1981, the Department of Lands recommended using existing scenic reserves and other Crown land as the basis for a new national park.

4.272. The park is one of the largest unbroken expanses of lowland forest remaining in the North Island, and is home to many rare and precious plants and animals. The lands in the park include countless wāhi tapu and wāhi tūpuna significant to Ngā Hapū o Te Iwi o Whanganui such as burial grounds; pā, kāinga, and marae; mahinga kai; māra; abundant fishing sites; and the homes of kaitiaki. Many of these sites are ancient, and in the early 1980s Ngā Hapū o Te Iwi o Whanganui were among Whanganui Māori groups seeking special provisions to protect archaeological sites.

4.273. In February 1984, at a hui with the Wellington Commissioner of Crown Lands, Māori of the Whanganui River including Ngā Hapū o Te Iwi o Whanganui agreed in principle to establishing a national park. Their agreement was conditional upon – amongst a number of things – iwi representation through three permanent Māori members on the management board, and an entirely Māori advisory committee (later named the Whanganui River Māori Trust Board). However, in April 1984 when the Wellington National Parks and Reserves Board – the entity with ultimate responsibility for managing the park – was established, only a single Māori representative was appointed.

4.274. In November 1986, the Crown gazetted 74,231 hectares of existing scenic reserves, Crown land, and state forest as the Whanganui National Park. With its headquarters in Whanganui and secondary offices in Pīpīriki and Taumarunui, on 7 February 1987 the Whanganui National Park was formally opened.

4.275. Although the Crown's 1989 management plan required consultation with the Whanganui River Māori Trust Board, it neither made provision for formal consultation arrangements nor regular meetings with Māori with interests in the Whanganui National Park. In 1990, the Conservation Law Reform Act replaced the Wellington National Parks and Reserves Board with the Taranaki/Wanganui Conservation Board, but at that time the presence of iwi on the nine-person board remained unchanged with a single representative.

SOCIO-ECONOMIC ISSUES EDUCATION AND TE REO MĀORI

4.276. In 1854, the Crown vested 250 acres of land in Whanganui Township in the trust of the Lord Bishop of New Zealand for the education of children of 'all races', and the Whanganui Industrial School was opened. Although the school initially fed, clothed, and accommodated twenty-four Māori pupils who paid no fees, numbers dwindled and the school was eventually abandoned following a fire in 1860. The school reopened in 1865 as Whanganui Collegiate, a private school for fee-paying pupils. In 1906, Hoani Mete Kingi and nine other Whanganui Māori petitioned that the Collegiate was at odds with the purposes of the endowment. Records from 1906 showed that few Māori had attended the school since it became a collegiate. A subsequent Commission of Inquiry recommended no change, and today Whanganui Collegiate remains a fee-paying school.

4.277. From 1867, the Crown began offering to establish native schools in the Whanganui district in the 1870s. Initially, communities wanting a school had to provide a site, contribute to the school's construction and maintenance costs and promise an average attendance of at least thirty children.

4.278. The first native schools in the rohe of Ngā Hapū o Te Iwi o Whanganui were founded in 1873 and 1874 at Hiruhārama and Parikino respectively. However, low student attendance, possibly as a result of domestic disruptions associated with Native Land Court hearings and land sales, led to their closure in 1880.

4.279. Following concerted campaigns by local Māori, further native schools were founded at Pīpīriki (1896) and Koriniti (1898; later renamed Pāmoana), and four more at Matahiwi (1924), Parinui (1928), Kauangaroa (1929), and Ōtoko (1929) in the 1920s. In the nineteenth century, Māori were required to donate land for schools that would serve their communities, but in the twentieth century the Crown began permanently reserving sites for schools under public works legislation. In some instances, Māori owners gifted their land to the Crown for the building of a local school.

4.280. One of the Crown's goals in establishing the Native Schools system was to promote the assimilation of Māori into European culture. They emphasised the importance of reading, writing, and speaking English rather than the Māori language, and teachers were instructed to aim to 'dispense with the use of Māori as soon as possible'. Although the 1915 native school regulations stipulated that corporal punishment was only be used as a last resort in cases including wilful and persistent disobedience, members of Ngā Hapū o Te Iwi o Whanganui recall being physically punished for speaking the Māori language.

4.281. Many Māori who were punished for speaking their own language in the classroom chose not to pass the Māori language down to their children because of the trauma of that punishment. The great-uncle of one former Parikino Native School pupil encouraged members of his whānau "to speak English at home as he believed it would be good for our

futures." For another tūpuna of Ngā Hapū o Te Iwi o Whanganui, experiences of corporal punishment in the native school system saw him grow into "an angry man, who curse[d] the people who denied him his inheritance." As a kaumatua who had leadership responsibilities to a whānau of some 1,500 descendants, he described his "loss of reo as an absolute loss of identity and mana." A native school inspector recalled how, in 1931, 'there was practically nothing Māori in the schools except the Māori children […] The values in their own culture were ignored'.

4.282. In 1969, all remaining Māori schools nationally were merged with the general school system. In the rohe of Ngā Hapū o Te Iwi o Whanganui, this included Pīpīriki, Matahiwi, Pāmoana (Koriniti) and Parikino.

Health

4.283. From the time Pākehā arrived in Aotearoa, Māori were exposed to new infectious diseases to which they had no immunity, including typhoid, measles, tuberculosis, and influenza. At the time, European medicine had a limited ability to treat these infectious diseases and other health problems, and in the nineteenth century the Crown only provided limited health services.

4.284. As early as 1846, the Crown had planned to build a hospital in Whanganui, and it is likely the Crown presented the establishment of a hospital to Māori as a collateral benefit of the 1848 Whanganui transaction. The hospital opened in 1851, and initially Māori made up the majority of patients and was known as the 'Native Hospital'. Numbers of Māori patients dwindled, however, in the later nineteenth century. Some Whanganui Māori were reluctant to be admitted to hospital, associating it with death. From the early 1850s, the Crown funded a Native Medical Officer, but this service was limited, available mostly to Māori living in or near Whanganui city, and by the 1890s this service has dwindled. "Native Dispensers", who provided free medicines to Māori, had a wider reach and served rural Māori as well as those closer to town. By the 1870s hospitals were partially funded by borough councils, and Māori often were not borough ratepayers. Since many were also not able to pay fees, some hospital boards regarded them as a drain on resources, and this may have been the case in Whanganui.

4.285. Whanganui Māori who had travelled to attend the Native Land Court had to stay in the township in poor and unhealthy conditions while waiting for their case. In 1887, a land purchase officer observed that Māori attending the court were living in inadequate tents which exposed them to the bad weather, and had suffered deaths of both 'invalids' and children with them, who had "caught cold from exposure". In the same report the officer noted several deaths from measles, which he thought might have been prevented in better housing.

4.286. Whanganui Māori were severely affected by epidemics such as typhoid and tuberculosis. Rates of illness and high mortality, especially among children, were so high the Māori population of Whanganui fell until the 1880s. In 1881, a Whanganui Resident Magistrate reported that comparatively few children were born, and of those few who were born "a great number" died in their infancy.

4.287. Ngā Hapū o Te Iwi o Whanganui had their own traditional healers, who used a combination of rongoā, traditional plant medicines, and spiritual practices. In 1907, Parliament enacted the Tohunga Suppression Act, authorising the prosecution of anyone 'who misleads or attempts to mislead any Maori by professing or pretending to profess supernatural powers in the treatment or cure of any disease…'. Although the Crown did very little to enforce the Act and made few prosecutions, two Māori resident at Whanganui, who were not members of Ngā Hapū o Te Iwi o Whanganui or practitioners of traditional rongoā, were

prosecuted in the Supreme Court in 1910. According to kōrero of Ngā Hapū o Te Iwi o Whanganui, the Act made some tohunga reluctant to pass on their traditional knowledge. However, some Whanganui Māori continued to use traditional Māori healing, including tohunga and rongoā, throughout the twentieth century.

4.288. In the twentieth century, the population decline of the previous century had reversed, due to increased natural immunity to infectious diseases, but communities remained vulnerable to epidemics. During the influenza epidemic of 1918, the death rate from Māori in Whanganui was estimated at six times the rate of non-Māori, and in some places, such as Kākātahi and Hiruhārama, there were so many dead that they were buried in mass graves. Statistics from the 1920s make it clear that nationally, Māori continued to suffer higher rates of maternal mortality and most infectious diseases.

4.289. Although mortality rates from illness dropped drastically from the 1940s after the introduction of the welfare state, many were still badly affected by illness. At Kaiwhaiki in the 1950s and 1960s, one whānau recalled that "ill health was rampant" with many whānau members suffering heart disease, arthritis, rheumatism, asthma and chest infections. Māori rates of illness and death from most health conditions continue to be higher than most non-Māori.

Employment

4.290. As customary land left Ngā Hapū o Te Iwi o Whanganui ownership, many Whanganui Māori increasingly relied on employment on farms, and in public works, factories, and timber mills. The relatively low paid, seasonal, and casual nature of this work led some people of Ngā Hapū o Te Iwi o Whanganui to feel "inferior, less intelligent and less valuable than the rest of the community". This work was also especially vulnerable to broader economic downturns like the Depression when many Ngā Hapū o Te Iwi o Whanganui suffered major unemployment and financial hardship.

4.291. By the late 1930s, lack of land and employment opportunities, along with a growing population, had started to draw many Whanganui Māori away from their papakāinga to urban areas in search of work. However, since a disproportionate number of Māori left school early and with low levels of academic achievement, these migrants tended to be employed in low-skilled and low paid state-sector jobs. By the 1950s, a Welfare Officer for the Whanganui District stated that some 80 per cent of Whanganui Māori workers relied on a basic wage. When many of these jobs were abolished in the late 1980s, large number of rural and small town Māori in the rohe of Ngā Hapū o Te Iwi o Whanganui were left unemployed.

Housing

4.292. When the Crown had begun systematically collecting information on Māori housing in the 1930s, officials learned that it was not uncommon for people of Ngā Hapū o Te Iwi o Whanganui to live in 'huts or whare', camps, tents, or small homes without heating, running water, or bathing facilities. Drainage and plumbing were often inadequate with water supplied by rainwater tanks or wells, and toilet facilities open to the elements.

4.293. In 1937, for example, the Whanganui inspector of health reported that three houses at Pūtiki Pā were unfit for human habitation, and another two were overcrowded. At Parikino Pā, another 'old shack built of slabs' with neither flooring or lining was deemed unsuitable for human habitation; at Pīpīriki, nearly half the dwellings were rated between 'poor' and 'partially demolished'. Poor housing increased vulnerability to ill health, reduced the ability of children to study, and contributed to low morale and a loss of cultural identity.

4.294. Although the Native Housing Act was passed into law in 1935 to provide home loans from the state, many Māori of Ngā Hapū o Te Iwi o Whanganui living in dire conditions were too poor or lacked the steady income necessary to save a deposit for a new home or to make regular repayments. And despite many people of Ngā Hapū o Te Iwi o Whanganui wanting to live upon or close to their ancestral lands, by the 1950s the Crown was reluctant to encourage Māori to build new homes in remote places because of limited employment opportunities. Instead, the Crown encouraged Māori families to relocate to urban areas, and some of Ngā Hapū o Te Iwi o Whanganui felt they could only receive housing assistance if they 'moved to town'. Many people of Ngā Hapū o Te Iwi o Whanganui felt they had 'no option but to move away from their lands in order to build their homes, seek employment, and provide for their families'.

4.295. The Crown aimed to assimilate Māori urban migrants into Pākehā ways of living. One way it sought to promote this outcome was through a policy of 'pepper-potting' the homes of urban Māori migrants among the homes of Pākehā. For some Māori, urban migration disrupted longstanding whānau and societal connections to their papakāinga; for example, in 1950 as settlements along the Whanganui River began to empty towards urban areas, a local priest at Hiruhārama told an official how, "the life is draining out of the Whanganui River basin and as maoritanga weakens it will do so more and more".

4.296. As families took up lives in urban centres, some whānau moved to town together, maintaining connections with each other in a new location. Some people of Ngā Hapū o Te Iwi o Whanganui worried that, despite their whakapapa, their young people were 'not even grow[ing] up on the land'. Without young people to contribute labour, some older Ngā Hapū o Te Iwi o Whanganui people also left their farms and rural homes for towns and cities. As urban migration increased, many rural pā and kāinga of Ngā Hapū o Te Iwi o Whanganui began to feel very empty. Some experienced 'social and economic dislocation' with the departure of their whanaunga. As a result, many Ngā Hapū o Te Iwi o Whanganui peoples felt 'disinterested, despondent and even more disconnected'.

4.297. In 1956, the Mayor of Whanganui criticised the Crown's tardiness in addressing the housing needs of Māori. Although in the late 1950s, access to housing loans became more accessible, in the 1960s the Crown began urging Māori to move to urban centres so that young Māori families particularly could "take advantage of improvements in housing and modern hygienic standards of living". By the mid-1960s, the Aotea Māori Land District – which includes the rohe of Ngā Hapū o Te Iwi o Whanganui – had a very high proportion of unsatisfactory homes in the surveyed districts (40 per cent compared to the North Island average of 26.6 per cent).

Local government

4.298. In Whanganui, as elsewhere, the Crown has delegated many important functions to local government bodies through legislation. In Whanganui, local government was established in 1862 with the Wanganui Town Board and included many other local bodies over time, including County Councils, Road Boards, and the Harbour Board. Today, the Whanganui District Council holds a considerable amount of land in the Whanganui rohe, including the 'Harbour Endowment' land at the mouth of the Whanganui River. It was not until the Town and Country Planning Act in 1977 that local government was required to acknowledge Māori values and culture.

Taonga Tūturu

4.299. Within Ngā Hapū o Te Iwi o Whanganui, there has been significant concern over their taonga tūturu (moveable cultural heritage or objects) housed in museum collections. Over

the years many taonga have, one way or another, become housed in Crown museums. For some Ngā Hapū o Te Iwi o Whanganui, this is a source of grievance and disquiet.

4.300. Among the Whanganui taonga housed in Crown museums today is Teremoe, a famous Whanganui waka owned by Mātene Te Rangitauira and another Pai Mārire leader. Teremoe was used in numerous battles, including in the battle of Moutoa Island in 1864, and to carry away the dead after the battle to Whanganui. In peacetime, this waka was also used to carry produce down the river to market at Pākaitore, and traversed down to the sea to fish. In 1924, the whānau in whose care Teremoe was kept presented the waka to a museum, after which it was moved, with permission of the whānau who had gifted it, to the Dominion Museum, now Te Papa Tongarewa. Teremoe remains in Te Papa's collection, where it is on public display.

4.301. Another waka, Te Koanga o Rehua, was cut in two and carved as a grave marker in approximately 1824, to mark the resting place of a rangatira at Pīpīriki. In the 1890s, Te Keepa presented it to a prominent Pākehā lawyer and naturalist. After the lawyer's death it passed to the Dominion Museum and was held for some time by Te Papa Tongarewa. Te Papa has now returned Te Koanga o Rehua to the Whanganui rohe, where it is currently housed in a museum. When the waka was brought back to Whanganui, talks began with hapū to return it to the Pīpīriki home from where it originated.

4.302. Further taonga of Ngā Hapū o Te Iwi o Whanganui are held in other institutions, including another famous waka, Te Wehi o Te Rangi, a taonga of Ngāti Pāmoana. Whanganui Māori remain concerned today about taonga held in others' hands.

5 [NGA WHAKAAETANGA ME TE WHAKAPAHA]

Te Pae Whakarauhī – The Threshold of Resolution

Rapua te huarahi whānui hei ara whakapiri i ngā iwi e rua i runga i te whakaaro kotahi

Seek the broad highway that will unite the two peoples towards a common goal.

[**ACKNOWLEDGEMENTS**]

5.1. [**Drafting note: To insert te reo version of the Crown acknowledgements**].

[**APOLOGY**]

5.2. [**Drafting note: To insert te reo version of the Crown apology**].

6 ACKNOWLEDGEMENTS AND APOLOGY

Te Pae Whakarauhī – The Threshold of Resolution

Rapua te huarahi whānui hei ara whakapiri i ngā iwi e rua i runga i te whakaaro kotahi

Seek the broad highway that will unite the two peoples towards a common goal.

ACKNOWLEDGEMENTS

The Tiriti/Treaty relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown, and long-awaited redress

6.1. The Crown acknowledges that it established a relationship with tūpuna of Ngā Hapū o Te Iwi o Whanganui at the signing of te Tiriti o Waitangi/the Treaty of Waitangi in Whanganui in May 1840, but despite the promise of te Tiriti/the Treaty, many Crown actions since have created long-standing grievances for Ngā Hapū o Te Iwi o Whanganui. The Crown has not always honoured its partnership under te Tiriti/the Treaty with Ngā Hapū o Te Iwi o Whanganui, and recognition of and redress for longstanding and legitimate grievances of Ngā Hapū o Te Iwi o Whanganui is long overdue.

Transportation and Exile of Whanganui men 1846

6.2. The Crown acknowledges that, despite a lack of evidence, it unjustly exiled five prisoners to Tasmania in 1846, including Hohepa Te Umuroa, a tupuna of Ngā Hapū o Te Iwi o Whanganui, who died while imprisoned there. The Crown acknowledges that the Governor acted in bad faith by misrepresenting the prisoners' offences to the Tasmanian authorities in the absence of evidence, and by asking the authorities to treat the prisoners harshly. The Crown further acknowledges that its behaviour was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Martial law in 1847

6.3. The Crown acknowledges that there was no sufficiently serious emergency or threat to justify extending martial law in Whanganui in March 1847. As martial law was still in place in April 1847 when five Whanganui youths were captured after the murder of a settler family, they were tried by court martial. Four of the youths, including Te Awahuri Te Pūhaki, were then swiftly executed as an "immediate example" rather than being tried in the civil courts, where they could have expected a less peremptory and fairer process. This denied them access to the rights and privileges of citizenship, and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Failure to investigate reports of a flour poisoning incident

6.4. The Crown acknowledges that:

6.4.1. in 1847 it received reports that during the fighting in Whanganui members of a Whanganui tauā had found a mixture of flour poisoned with arsenic in the evacuated house of a Pākehā justice of the peace, and that at least two Māori had been poisoned;

6.4.2. it did not investigate the reports that two Māori had been poisoned which it received in August 1847 after the fighting in Whanganui had ended; and

6.4.3. Ngā Hapū o Te Iwi o Whanganui have long held the view that flour poisoned by settlers found its way upriver and caused many deaths in the mid-nineteenth century. The sense of grievance and mamae felt by Ngā Hapū o Te Iwi o Whanganui in relation to these events persists to this day.

Ngā Hapū o Te Iwi o Whanganui tūpuna expectations of the 1848 transaction

6.5. The Crown acknowledges that the 1848 Whanganui transaction was a significant moment in the relationship between Ngā Hapū o Te Iwi o Whanganui tūpuna and the Crown. When many rangatira of Ngā Hapū o Te Iwi o Whanganui entered into this transaction, they saw it as part of building a relationship with the Crown that was enduring and mutually beneficial.

1848 transaction

6.6. The Crown acknowledges that the 1848 Whanganui Block Transaction was represented to Ngā Hapū o Te Iwi o Whanganui tūpuna as the completion of Commissioner Spain's recommended award, which provided for the New Zealand Company to receive a 40,000-acre grant in return for a £1,000 payment. However, the Crown failed to inform Ngā Hapū o Te Iwi o Whanganui tūpuna that, even though they still only received a payment of £1000, the area the Crown surveyed and included in this transaction more than doubled Spain's award. This did not meet the standards of utmost good faith and fair dealing that found expression in te Tiriti o Waitangi/the Treaty of Waitangi. This was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

1848 reserves

6.7. The Crown acknowledges that it sought considerable compromises from tūpuna of Ngā Hapū o Te Iwi o Whanganui over the location and extent of reserves in the 1848 Whanganui transaction. While tūpuna successfully bargained to add some good land to the reserves they retained, overall they made significant and painful compromises on the location and extent of reserves. As a result, the reserves made from the transaction are a strongly-felt grievance for Ngā Hapū o Te Iwi o Whanganui.

6.8. The Crown also acknowledges that the negotiated reserves in the 1848 Whanganui transaction did not include some pā and kāinga still in use, including Pākaitore, a fishing kāinga where many iwi and hapū from along the Whanganui River stayed for seasonal fishing. This area became a marketplace, then a public park known as Moutoa Gardens, and Whanganui tūpuna were no longer able to stay there. Loss of control over Pākaitore remains a significant grievance and cause of mamae for Ngā Hapū o Te Iwi o Whanganui.

War in 1860s

6.9. The Crown acknowledges that:

6.9.1. its military aggression in Taranaki during the 1860s forced Whanganui Māori to make difficult decisions about their allegiance to the Crown, and led to great tensions in the Whanganui district;

6.9.2. these tensions culminated in armed conflict between Whanganui Māori at Moutoa Island in 1864; and

6.9.3. these conflicts caused significant injury and death, and created rifts within and between hapū and whānau of Whanganui that have remained a source of grief and hurt ever since.

The Crown's responsibility for war in Whanganui in the 1860s

6.10. The Crown acknowledges that it was ultimately responsible for the outbreak of warfare between the Kīngitanga and the Crown in Whanganui that began at Ōhoutahi pā and ended at Pīpīriki in 1865, and in which tūpuna of Ngā Hapū o Te Iwi o Whanganui were involved as both Kīngitanga supporters and as Crown allies. The Crown acknowledges that its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Crown's divisive labelling of Ngā Hapū o Te Iwi o Whanganui tūpuna

6.11. The Crown acknowledges that the distinction it made during the New Zealand Wars between up-river Whanganui Māori it labelled as hostile, and down-river Whanganui Māori it considered to be friendly helped to create tensions. These tensions have caused discord and enmity within Ngā Hapū o Te Iwi o Whanganui, between these hapū and others, and between hapū and the Crown, and remain a considerable source of grievance for Ngā Hapū o Te Iwi o Whanganui.

Native Land Law

6.12. The Crown acknowledges that:

6.12.1. it did not consult Ngā Hapū o Te Iwi o Whanganui about the introduction of the native land laws; and

6.12.2. the operation and impact of the native land laws, in particular the awarding of land titles to individuals and enabling of individuals to deal with that land without reference to iwi and hapū, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Ngā Hapū o Te Iwi o Whanganui. The Crown failed to actively protect those structures, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Excessive survey costs incurred in the sale of the Ōtaranoho block

6.13. The Crown acknowledges that the survey costs charged to tūpuna of Ngā Hapū o Te Iwi o Whanganui were in some cases a significant burden. In particular, the Crown acknowledges that survey costs associated with the Ōtaranoho block were an unreasonable burden on Ngā Hapū o Te Iwi o Whanganui tūpuna, and that its failure to protect tūpuna of Ngā Hapū o Te Iwi o Whanganui from this burden breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Kemp's Trust

6.14. The Crown acknowledges that the attempt to establish Kemp's Trust in 1880 was an effort by Ngā Hapū o Te Iwi o Whanganui to provide for collective control over their land. However, the Crown did not provide an effective form of collective title until 1894 and this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Parihaka

6.15. The Crown acknowledges that in the 1870s and early 1880s, tūpuna of Ngā Hapū o Te Iwi o Whanganui were among Māori from many rohe drawn to the village of Parihaka. Large numbers of these tūpuna lived at Parihaka as followers of Te Whiti o Rongomai and Tohu Kakahi. Others travelled to Parihaka monthly from their kāinga in Whanganui. These tūpuna were among those who suffered from the Crown's acts and omissions at Parihaka.

6.16. The Crown acknowledges that:

6.16.1. it imprisoned members of Ngā Hapū o Te Iwi o Whanganui for their participation in the peaceful resistance campaign initiated at Parihaka in 1879 and 1880;

6.16.2. legislation was enacted which "suspended the ordinary course of law," and as a result, tūpuna of Ngā Hapū o Te Iwi o Whanganui were detained without trial;

6.16.3. the detention of these tūpuna without trial for an unreasonably lengthy period assumed the character of indefinite detention;

6.16.4. the imprisonment of tūpuna of Ngā Hapū o Te Iwi o Whanganui in South Island gaols for political reasons inflicted unwarranted hardships on them and on members of their whānau and hapū; and

6.16.5. the treatment of these political prisoners:

(a) was wrongful, a breach of natural justice, and deprived them of basic human rights; and

(b) was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

6.17. The Crown acknowledges that:

6.17.1. it inflicted serious damage on Parihaka and assaulted the human rights of the people residing there during its invasion and subsequent occupation of the settlement;

6.17.2. it forcibly removed many inhabitants, destroyed and desecrated their homes and sacred buildings, stole heirlooms, systematically destroyed large cultivations and livestock, forced tūpuna of Ngā Hapū o Te Iwi o Whanganui to return to Whanganui, and regulated entry into Parihaka;

6.17.3. its actions were a complete denial of the Māori right to develop and sustain autonomous communities in a peaceful manner; and

6.17.4. its treatment of tūpuna of Ngā Hapū o Te Iwi o Whanganui at Parihaka was unconscionable and unjust, and these actions constituted a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Vested Lands

6.18. The Crown acknowledges that:

6.18.1. Ngā Hapū o Te Iwi o Whanganui vested approximately 80,000 acres in the Aotea District Maori Land Council between 1903 and 1905;

6.18.2. Ngā Hapū o Te Iwi o Whanganui owners expected that the land they vested would be leased to settlers for two 21-year lease periods and then returned to their control;

6.18.3. near the end of the first lease period the Crown became aware that the owners would not be able to resume control of their vested lands because they would not be able to afford to pay the compensation for improvements the lessees were entitled to, but did not take steps to address the issue until the 1950s; and

6.18.4. the Crown's failure to make arrangements for Ngā Hapū o Te Iwi o Whanganui to resume control of their vested lands in a reasonable and timely manner was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works: General acknowledgement

6.19. The Crown acknowledges that it compulsorily acquired over 2,200 acres of land from blocks in which tūpuna of Ngā Hapū o Te Iwi o Whanganui held interests through takings of land for public works during the nineteenth and twentieth centuries. The Crown also acknowledges that during this period non-Crown entities acquired land from Ngā Hapū o Te Iwi o Whanganui for local public works, including land at Kai Iwi. Many of these takings have given rise to long-standing grievances still felt by Ngā Hapū o Te Iwi o Whanganui today.

Public Works: Kaiwhaiki Quarry

6.20. In 1878, the Crown intervened between tūpuna of Ngā Hapū o Te Iwi o Whanganui and the Wanganui Harbour Board to broker an arrangement for the Board to quarry stone on hapū land at Kaiwhaiki. The Crown pressured tūpuna of Ngā Hapū o Te Iwi o Whanganui that if 'amicable terms' were not reached with the Board, the land could be compulsorily acquired. The Crown acknowledges that it failed to actively protect Ngā Hapū o Te Iwi o Whanganui when it threatened that the land could be taken by the Board, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Grievance around compulsory acquisition of Kaiwhaiki Quarry

6.21. The Crown acknowledges that in 1920 the Wanganui Harbour Board, after paying royalties to Kaiwhaiki Māori for some 40 years, compulsorily acquired the Kaiwhaiki quarry for a price that Ngā Hapū o Te Iwi o Whanganui saw as unequal to the quarry's value. The owners lost access to their land and saw wāhi tapu on the land destroyed, and the taking remains a grievance to this day.

Gifted school sites not returned to hapū

6.22. The Crown acknowledges that Ngā Hapū o Te Iwi o Whanganui gifted lands to the Crown to be used for schools. Some of these sites were not returned to the original owners or their descendants after the schools ceased operation, and this remains a grievance for hapū.

Disposal of Koriniti School

6.23. The Crown acknowledges that in 1899 tūpuna of Ngā Hapū o Te Iwi o Whanganui gifted land to the Crown for a school in Koriniti, which served the Koriniti community for seventy years. In 1977, the Crown sold this land without taking reasonable steps to investigate whether it had originally been gifted, and therefore should be returned to the descendants of the original owners. The Crown's failure to adequately inform itself of the circumstances

in which this land came into Crown ownership breached its duty to actively protect the interests of tūpuna of Ngā Hapū o Te Iwi o Whanganui and te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works: Parapara Road

6.24. The Crown acknowledges that in the early and mid-1900s, it compulsorily acquired land from the Ngāpukewhakapū block for the construction and maintenance of Parapara Road, now State Highway 4. The road was routed through Ōtoko papakāinga, a place of cultural and spiritual significance with connections to the Ringatū faith and its prophet Te Kooti, dividing the settlement in two. Later works widened the road. The works resulted in damage to nearby wāhi tapu, including Kākātahi urupā, and the sacred Pōhutukawa tree Te Kāhui o Ngā Rangatahi. The Crown acknowledges the grievances held by the people of Ōtoko about the highway that bisects their papakāinga.

Public Works: Atene Dam

6.25. The Crown acknowledges that Ngā Hapū o Te Iwi o Whanganui tūpuna were not consulted or notified of the 1958 Order in Council that enabled the Crown to carry out exploratory works at Ātene for a prospective dam. The Crown further acknowledges that tūpuna of Ngā Hapū o Te Iwi o Whanganui were distressed at the prospect of flooding from the proposed Ātene dam destroying their homes, marae, sites of significance, and wāhi tapu. Ngā Hapū o Te Iwi o Whanganui remember that in the late 1950s and early 1960s, concern about flooding led some to leave their homes, relocate kōiwi from their burial places, and bury relatives away from ancestral urupā. The Crown wishes to acknowledge the mamae felt by these tūpuna.

Compulsory Acquisition of Whanganui River Scenic Reserves

6.26. The Crown acknowledges that it did not adequately consult with Ngā Hapū o Te Iwi o Whanganui or fairly balance their interests and the public interest when it acquired their land for scenery preservation. These failures led the Crown to compulsorily acquire 2,745.5 acres of hapū land along the banks of the Whanganui River including farmland and urupā, and land that some hapū members needed to sustain themselves. This was a breach of the Crown's duty of active protection under te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Whanganui National Park incorporation of scenic reserves

6.27. The Crown further acknowledges that in 1987 it included some scenic reserves in the Whanganui National Park which has intensified the prejudice suffered by Ngā Hapū o Te Iwi o Whanganui as it has further limited their ability to practice their kaitiakitanga over their land and resources.

Pensions Discrimination

6.28. The Crown acknowledges that Māori, including members of Ngā Hapū o Te Iwi o Whanganui, suffered discrimination through receiving lower old-age pensions than many other New Zealanders during the first four decades of the twentieth century, and that in discriminating against these members of Ngā Hapū o Te Iwi o Whanganui in this manner it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Environmental degradation

6.29. The Crown acknowledges that since the middle of the nineteenth century, the lands, forests, and waterways within the rohe of Ngā Hapū o Te Iwi o Whanganui have undergone significant, and in many cases detrimental and irreversible changes which have been and remain profoundly distressing to Ngā Hapū o Te Iwi o Whanganui including:

6.29.1. the removal of native forests for pasture which resulted in land erosion and the siltation of many waterways;

6.29.2. the discharge of sewage, animal effluence, landfill contaminants, and industrial and domestic wastewater into the waterways of the rohe which has reduced their water quality and negatively impacted some populations of native freshwater species that hapū have relied upon for sustenance; and

6.29.3. the introduction of birds, animals, and fish into the rohe of Ngā Hapū o Te Iwi o Whanganui, which have had a harmful impact on native ecologies.

6.30. The Crown further acknowledges that harm to the environment in their rohe has contributed to the erosion of mātauranga among Ngā Hapū o Te Iwi o Whanganui, and has undermined their ability to exercise kaitiakitanga over many of their natural resources and taonga.

Te Reo

6.31. The Crown acknowledges that it failed actively to protect te reo and encourage its use by iwi and Māori, which had a detrimental impact on te reo Māori in the Whanganui rohe, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Te Reo punishment in schools

6.32. The Crown acknowledges that children of Ngā Hapū o Te Iwi o Whanganui suffered harm by being punished for speaking their own language in Crown-established schools for many decades.

Socio-economic Issues

6.33. The Crown acknowledges that from the late nineteenth century and into the twentieth century, Ngā Hapū o Te Iwi o Whanganui have suffered from substandard housing conditions, fewer employment opportunities, and poor health outcomes. The educational system has had low expectations and outcomes which afflicted generations of Whanganui Māori children. This socio-economic deprivation has left members of Ngā Hapū o Te Iwi o Whanganui with little choice but to leave their kāinga and some have become disconnected from their hapū and tūrangawaewae. The Crown further acknowledges that Ngā Hapū o Te Iwi o Whanganui have remained resilient in these circumstances and work tirelessly to uphold their values, culture, and identity.

APOLOGY

6.34. To you, Ngā Hapū o Te Iwi o Whanganui, and to your tūpuna and your mokopuna, wherever you stand, the Crown offers this long-overdue apology.

6.35. The Crown is sincerely sorry that it has failed to honour its obligations to you as a Treaty partner. You entered into the 1848 transaction for a block of your treasured whenua seeking to strengthen an enduring relationship with the Crown. The Crown profoundly

regrets its failure to negotiate this transaction with you in utmost good faith. The Crown did not negotiate the price for your land fairly, and you lost kāinga on the lands that were not reserved.

6.36. The Crown sincerely apologises that it unjustly exiled your tūpuna to Tasmania in 1846 and extended martial law in 1847 without sufficient justification. The Crown profoundly regrets that its actions in the 1860s led to war and bloodshed in Whanganui. It is particularly sorry it caused tensions between hapū, many of whom it divisively labelled as hostile, and for the long-lasting stigma that resulted.

6.37. In the years following the war, many of your tūpuna joined the community at Parihaka, and engaged in peaceful resistance against the Crown. In response the Crown arrested, imprisoned, and forcibly drove away your tūpuna from their homes at Parihaka, and for this it is deeply remorseful.

6.38. The Crown acknowledges the commitment of your iwi and hapū to their whenua and rangatiratanga. However, the Crown promoted land laws that individualised ownership of your whenua and facilitated alienation of much of your land. These laws undermined your hapū and iwi structures, and for this the Crown is deeply sorry. The Crown also took, and in some cases damaged, your land for public works, and took thousands of acres for scenery preservation along the Whanganui River. The Crown is sincerely sorry for its failure to protect your collective control over large areas of land you still retained, and for the bitter losses of other land, which left you feeling marginalised in your own whenua. The Crown deeply regrets that your people have suffered from socio-economic deprivation which has led many to leave their kāinga and to become disconnected from their tūrangawaewae, and for its failure to protect te reo Māori within the Whanganui rohe.

6.39. Ngā Hapū o Te Iwi o Whanganui, you have sought always to protect your people, and secure peace and prosperity for them. You have acted with great mana in your relationship with the Crown. However, the Crown has at times disrespected your friendship. With great remorse and in recognition of its many failings, the Crown sincerely apologises for its grievous breaches of te Tiriti/the Treaty against you, and pays tribute to your resilience.

6.40. With this settlement and this apology, the Crown hopes to atone for the harm it has inflicted on you, and restore its tarnished honour. In 1869, your rangatira held out the symbol of Whiritaunoka (knotted taunoka/broom stems) to the Crown, a token of hope for the end of conflict between us and “better times in the future”. The Crown humbly seeks, at long last, to respond with reconciliation, and truly live up to the aspirations of te Tiriti o Waitangi/the Treaty of Waitangi. The Crown looks forward to rebuilding its relationship with you, your tamariki, and your mokopuna, and to better times.

7 TE TATAU PAKOHE: SETTLEMENT

Te Tatau Pakohe – The Blackstone Door

Whiria te taunoka

Tie the taunoka to establish peace

ACKNOWLEDGEMENTS

7.1. Each party acknowledges that –

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

7.1.2. full compensation of Ngā Hapū o Te Iwi o Whanganui is not possible; and

7.1.3. Ngā Hapū o Te Iwi o Whanganui intends their foregoing of full compensation to contribute to New Zealand's development; and

7.1.4. the settlement is intended to enhance the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown (in terms of te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).

7.2. Ngā Hapū o Te Iwi o Whanganui acknowledge that, taking all matters into consideration (some of which are specified in clause 7.1), the settlement is fair in the circumstances.

SETTLEMENT

7.3. Therefore, on and from the settlement date, –

7.3.1. the historical claims are settled; and

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

7.3.3. the settlement is final.

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

REDRESS

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

7.5.1. is intended to benefit Ngā Hapū o Te Iwi o Whanganui collectively; but

7.5.2. may benefit particular members, or particular groups of members, of Ngā Hapū o Te Iwi o Whanganui if Takapau Whāriki so determines in accordance with its procedures.

IMPLEMENTATION

7.6. The settlement legislation will, on the terms provided by sections [15] to [22] of the draft settlement bill, –

7.6.1. settle the historical claims; and

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

7.6.3. provide that the legislation referred to in section [17(2)] of the draft settlement bill does not apply –

(a) to the licensed land, a purchased deferred selection property (other than a property that is also RFR land) if settlement of that property has been effected, any RFR land referred to in clause 9.15.2, any land within the RFR area, or any land within the removal of resumptive memorials area; or

(b) for the benefit of Ngā Hapū o Te Iwi o Whanganui or a representative entity; and

7.6.4. require any resumptive memorial to be removed from any record of title for the licensed land, a purchased deferred selection property (other than a property that is also RFR land) if settlement of that property has been effected, any RFR land referred to in clause 9.15.2, any allotment solely within the RFR area, or any allotment that is solely within the removal of resumptive memorials area; and

7.6.5. provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Takapau Whāriki Trust may hold or deal with property; and

(ii) Takapau Whāriki Trust may exist; and

7.6.6. require the Office of Treaty Settlements and Takutai Moana – Te Tari Whakatau to make copies of this deed publicly available.

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

EFFECT OF TE AWA TUPUA (WHANGANUI RIVER CLAIMS SETTLEMENT) ACT 2017

7.8. The settlement legislation will, on the terms provided by sections [19] and [20] of the draft settlement bill, provide that –

7.8.1. any part of the bed of the Whanganui River vested in Te Awa Tupua under the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 that is included in the description of any land to be vested or transferred under this deed or the settlement legislation will not form part of the land that is vested or transferred; and

7.8.2. unless specifically provided for, nothing in the settlement legislation overrides the provisions of that Act, including the status under the Conservation Act 1987 or the Reserves Act 1977 of part of the bed of the Whanganui River declared under section 42(1) of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

7.9. A list of redress properties and deferred selection properties to which section [19] of the draft settlement bill applies as at the date of this deed, is included in part 6 of the attachments.

7.10. If, at any time –

7.10.1. during the pre-transfer period for a property; and/or

7.10.2. while Takapau Whāriki (or its nominee, in the case of RFR land) is the registered owner of the property; and

7.10.3. Takapau Whāriki considers that the property may not include part of the bed vested in Te Awa Tupua,

Takapau Whāriki may, for the purposes of section [19(6)] of the draft settlement bill, request in writing for the Crown to obtain a certificate from a licensed cadastral surveyor that certifies that the property does not include part of the bed vested in Te Awa Tupua.

7.11. If the Crown receives a written request from Takapau Whāriki in accordance with clause 7.10, the Crown must promptly advise Takapau Whāriki whether the Crown considers –

7.11.1. that the property may not include part of the bed vested in Te Awa Tupua (in which case clause 7.12 will apply); or

7.11.2. that the property does include part of the bed vested in Te Awa Tupua (in which case no further action under this clause is required).

7.12. If the Crown considers that the property may not include part of the bed vested in Te Awa Tupua under clause 7.11.1, the Crown must, as soon as reasonably practicable –

7.12.1. engage a licensed cadastral surveyor to –

(a) confirm whether or not the property includes part of the bed vested in Te Awa Tupua; and

(b) if the surveyor confirms that the property does not include part of the bed vested in Te Awa Tupua, provide a certificate to the Crown to that effect; and

7.12.2. if provided with a certificate by the surveyor under clause 7.12.1(b), provide the certificate to the Registrar-General in order for the Registrar-General to effect the removal of the notation from the record(s) of title in accordance with section [19(7)] of the draft settlement bill.

7.13. In clauses 7.8 to 7.13 –

7.13.1. **bed** has the meaning as given in section 7 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017; and

7.13.2. **disposal** for the purposes of clause 7.13.5 means the transfer of the fee simple estate in the land; and

7.13.3. **licensed cadastral surveyor** has the meaning as given in section 4 of the Cadastral Survey Act 2002; and

7.13.4. **notation** means a notation noted on the record of title for a property in accordance with section [19(5)] of the draft settlement bill; and

7.13.5. **pre-transfer period** means in respect of a deferred selection property or any RFR land, the period –

(a) commencing on the date that Takapau Whāriki and the Crown are treated as having –

(i) entered into an agreement for the sale and purchase of any deferred selection property in accordance with this deed; or

(ii) formed a contract for the disposal of any RFR land in accordance with the settlement legislation; and

(b) expiring on the date that the property is transferred to Takapau Whāriki (or any nominee, if relevant, in the case of RFR land) under this deed or the settlement legislation; and

7.13.6. **Registrar-General** has the meaning as given in section 5(1) of the Land Transfer Act 2017; and

7.13.7. **Te Awa Tupua** means the legal person created by section 14 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017; and

7.13.8. **Whanganui River** has the meaning as given in section 39 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

8 TE PAE WHAKAMAHU: CULTURAL REDRESS

Te Pae Whakamahu – The Threshold of Revitalisation

He ao āpōpō, he ao tea

Tomorrow holds a bright future

8.1. The redress set out in this part is designed to reflect the following Ngā Hapū o Te Iwi o Whanganui aspirations:

8.1.1. Te Tomokanga Hāpori – Community Engagement Pathway;

8.1.2. Te Tomokanga Oranga Whānau – Whanau Social Wellbeing Pathway; and

8.1.3. Te Tomokanga Oranga Whenua – Land Wellbeing Pathway.

TE TOMOKANGA HĀPORI – COMMUNITY ENGAGEMENT PATHWAY

Relationship agreement with the Department of Conservation – Te Papa Atawhai

8.2. The parties acknowledge that:

8.2.1. Ngā Hapū o Te Iwi o Whanganui considers that its relationship with the Department of Conservation is significant in ensuring that it can play a key role in upholding its responsibility to the health and wellbeing of whenua within the settlement redress area;

8.2.2. the relationship between Ngā Hapū o Te Iwi o Whanganui and the Department of Conservation is therefore significant to this settlement; and

8.2.3. Ngā Hapū o Te Iwi o Whanganui seeks to have a values-based relationship with the Department of Conservation that is underpinned by Te Tomokanga ki Te Matapihi.

8.3. By the settlement date, Takapau Whāriki will enter into a relationship agreement with the Department of Conservation in the form set out in part 5.1 of the documents schedule that includes additional cultural redress, including non-standard features such as:

8.3.1. provision for Ngā Hapū o Te Iwi o Whanganui to seek to establish nohoanga-like sites through concessions and permissions processes, and in agreement with the Department of Conservation;

8.3.2. a commitment that, by agreement through the annual business planning process, Ngā Hapū o Te Iwi o Whanganui and the Department of Conservation will discuss priorities and conservation projects in line with the reserve management plan prepared under clauses 8.41 to 8.46 (subject to each party retaining discretion for its own resourcing), and opportunities for conservation projects on adjacent lands;

8.3.3. opportunities for hapū of Ngā Hapū o Te Iwi o Whanganui to enter into agreements with the Director-General of Conservation under section 53(2)(i) of

the Conservation Act 1987 to undertake conservation activities on public conservation land; and

8.3.4. opportunities for Ngā Hapū o Te Iwi o Whanganui to undertake conservation training that is led and delivered by the Department of Conservation (for example, pest management and habitat restoration) at the request of Takapau Whāriki or a hapū of Ngā Hapū o Te Iwi o Whanganui.

Te Tomokanga Tiaki Taonga: Relationship agreement with the Culture and Heritage Parties

8.4. The Culture and Heritage Parties and Takapau Whāriki must, by or on the settlement date, sign the Tomokanga Tiaki Taonga.

8.5. The Tomokanga Tiaki Taonga:

8.5.1. sets out how the Culture and Heritage Parties will interact with Takapau Whāriki with regard to the matters specified in it; and

8.5.2. will be in the form in part 5.2 of the documents schedule.

8.6. Appendix B of the Tomokanga Tiaki Taonga:

8.6.1. sets out how Manatū Taonga - Ministry for Culture and Heritage will interact with Takapau Whāriki with regard to matters relating to taonga tūturu; and

8.6.2. is issued pursuant to the terms provided by sections [23] to [28] of the draft settlement bill.

Relationships with other Crown agencies and entities

8.7. By the settlement date, Takapau Whāriki will enter into relationship agreements with the following Crown agencies and entities (or group of Crown agencies and entities) in the form set out in parts 5.3 to 5.13 of the documents schedule:

8.7.1. Kāinga Ora – Homes and Communities:

8.7.2. Oranga Tamariki – Ministry for Children:

8.7.3. Statistics New Zealand – Tatauranga Aotearoa:

8.7.4. the Ministry for Business, Innovation and Employment – Hīkina Whakatutuki:

8.7.5. the Ministry for the Environment – Manatū Mō Te Taiao:

8.7.6. the Ministry of Education – Te Tāhuhu o te Mātauranga and the Tertiary Education Commission – Te Amorangi Mātauranga Matua:

8.7.7. the Ministry of Health – Manatū Hauora and Health New Zealand – Te Whatu Ora:

8.7.8. the Ministry of Housing and Urban Development – Te Tūāpapa Kura Kāinga:

8.7.9. the Ministry of Justice – Te Tāhū o te Ture, the Department of Corrections – Ara Poutama Aotearoa and the New Zealand Police – Ngā Pirihimana o Aotearoa (**justice sector relationship agreement**):

8.7.10. the Ministry of Social Development – Manatū Whakahiato Ora:

8.7.11. Toitū Te Whenua – Land Information New Zealand.

Relationship agreement with Whanganui District Council

8.8. The Crown acknowledges that:

8.8.1. Ngā Hapū o Te Iwi o Whanganui consider that iwi and local government are critical partners in fostering prosperous regions;

8.8.2. Ngā Hapū o Te Iwi o Whanganui and Whanganui District Council have established a long standing relationship and are intent on maintaining and building on this relationship;

8.8.3. separate to, but in parallel with the Treaty settlement process, the Whanganui Land Settlement Negotiation Trust is pursuing a relationship agreement with Whanganui District Council that is to be underpinned by Te Tomokanga ki Te Matapihi; and

8.8.4. the purpose of that agreement is to strengthen the existing relationship between Ngā Hapū o Te Iwi o Whanganui and the Council, and to enhance and benefit the development of the Whanganui community, including by working with the Council on social and economic issues.

Relationship agreement with Horizons Regional Council

8.9. Separate to, but in parallel with the Treaty settlement process, the Whanganui Land Settlement Negotiation Trust will pursue a relationship agreement with Horizons Regional Council that is to be informed by Te Tomokanga ki Te Matapihi.

Relationship agreement with Ruapehu District Council

8.10. The Crown acknowledges that, separate to, but in parallel with the Treaty settlement process, the Whanganui Land Settlement Negotiation Trust and the Ruapehu District Council have confirmed a relationship agreement between Takapau Whāriki, the post-settlement governance entity, and Ruapehu District Council, which will be informed by Te Tomokanga ki Te Matapihi.

8.11. To avoid doubt, any relationship agreement that may be entered into under clauses 8.8.3, 8.9 and 8.10 does not form redress under this settlement.

Crown minerals protocol

8.12. The Crown minerals protocol must, by or on the settlement date, be signed and issued to Takapau Whāriki by the responsible Minister.

8.13. The Crown minerals protocol sets out how the Crown will interact with Takapau Whāriki with regard to the matters specified in it.

8.14. The Crown minerals protocol will be –

8.14.1. in the form in part 4 of the documents schedule; and

8.14.2. issued under, and subject to, the terms provided by sections [23] to [28] of the draft settlement bill.

Letter of recognition from the Director-General of the Ministry for Primary Industries

8.15. The Director-General of the Ministry for Primary Industries will write to the government entity by the settlement date, outlining:

8.15.1. that the Ministry for Primary Industries recognises that Ngā Hapū o Te Iwi o Whanganui have a special relationship with all species of fish and aquatic life, and that all such species are taonga to Ngā Hapū o Te Iwi o Whanganui within the settlement redress area;

8.15.2. how Ngā Hapū o Te Iwi o Whanganui can have input into and participate in the Ministry for Primary Industries' fisheries planning processes within the settlement redress area;

8.15.3. how Ngā Hapū o Te Iwi o Whanganui can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the settlement redress area;

8.15.4. that the Ministry for Primary Industries will consult Takapau Whāriki (as the representative of Ngā Hapū o Te Iwi o Whanganui) where the settlement redress area is directly affected by the development of policies and operational processes that are led by the Ministry for Primary Industries in the area of fisheries and aquaculture, agriculture and forestry, biosecurity, and food safety; and

8.15.5. any other matters as agreed between the Ministry for Primary Industries and Ngā Hapū o Te Iwi o Whanganui, including but not limited to exploring how Te Tomokanga ki Te Matapihi may be given life to in the context of the future relationship between the Ministry and Ngā Hapū o Te Iwi o Whanganui.

Appointment as an advisory committee to the Minister of Fisheries

8.16. The settlement legislation will, on the terms provided by sections [x] to [x] of the draft settlement bill, provide that, by the settlement date, the Minister of Fisheries must appoint Takapau Whāriki as an advisory committee to the Minister of Fisheries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to any areas of special significance to Ngā Hapū o Te Iwi o Whanganui that are agreed between Takapau Whāriki and the Minister.

Letters of introduction

8.17. By the settlement date, the Chief Executive of the Office of Treaty Settlements and Takutai Moana – Te Tari Whakatau will write letters, in the form set out in part 7 of the documents schedule, to the chief executives of each of the following agencies, entities and authorities to introduce Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki:

8.17.1. New Zealand Transport Agency – Waka Kotahi:

8.17.2. Ngā Taonga Sound & Vision:

8.17.3. Ruapehu District Council:

8.17.4. Transpower New Zealand Limited.

8.18. The letters listed in clause 8.17 outline the Ngā Hapū o Te Iwi o Whanganui aspiration for those agencies, entities and authorities to consider, in good faith, how they can give life to Te Tomokanga ki Te Matapihi through their relationships with Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki.

Effect of Crown non-compliance

8.19. A failure by the Crown to comply with the following documents is not a breach of this deed:

8.19.1. the Crown minerals protocol;

8.19.2. the deed of recognition;

8.19.3. the relationship agreements referenced at clauses 8.3 and 8.7; and

8.19.4. the Tomokanga Tiaki Taonga (including Appendix B).

TE TOMOKANGA ORANGA WHĀNAU – WHĀNAU SOCIAL WELLBEING PATHWAY

8.20. The Crown acknowledges that:

8.20.1. Ngā Hapū o Te Iwi o Whanganui's vision is for their iwi and hapū to be part of a positive and responsible tribal nation with the capability to act and live as an iwi that is vibrant, strong, robust and prosperous culturally, socially, environmentally and economically; and

8.20.2. a key aspiration of Ngā Hapū o Te Iwi o Whanganui is to improve the social and economic wellbeing of their people through this settlement by pursuing partnership opportunities between the Crown and iwi at a local level.

8.21. The following Crown agencies and entities have agreed to explore how they can work with Ngā Hapū o Te Iwi o Whanganui to achieve these aspirations:

8.21.1. Kāinga Ora – Homes and Communities:

8.21.2. Land Information New Zealand – Toitū Te Whenua:

8.21.3. Oranga Tamariki – Ministry for Children:

8.21.4. Statistics New Zealand – Tatauranga Aotearoa:

8.21.5. the Department of Corrections – Ara Poutama Aotearoa:

8.21.6. the Ministry for Business, Innovation and Employment – Hīkina Whakatutuki:

8.21.7. the Ministry of Health – Manatū Hauora and Health New Zealand – Te Whatu Ora:

8.21.8. the Ministry of Housing and Urban Development – Te Tāūpapa Kura Kāinga:

8.21.9. the Ministry of Justice – Te Tāhū o te Ture:

8.21.10. the Ministry of Social Development – Manatū Whakahiato Ora:

8.21.11. the New Zealand Police – Ngā Pirihimana o Aotearoa.

8.22. Any formal agreement between the Crown agencies and entities listed in clause 8.21 and Ngā Hapū o Te Iwi o Whanganui will be recorded in the relevant relationship agreement referred to in clause 8.7.

TE TOMOKANGA ORANGA WHENUA – LAND WELLBEING PATHWAY

8.23. The Crown acknowledges that whenua (land) wellbeing is important to:

8.23.1. the overall wellbeing of Ngā Hapū o Te Iwi o Whanganui hapū and individuals;

8.23.2. the reaffirmation of Ngā Hapū o Te Iwi o Whanganui to their lands; and

8.23.3. the increased involvement of Ngā Hapū o Te Iwi o Whanganui as tāngata tiaki.

Overlay classification

8.24. The settlement legislation will, on the terms provided by sections [43] to [57] of the draft settlement bill, –

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

(a) Ahuahu area (as shown on deed plan TTW-008-010):

(b) Jean D'Arcy – Powataunga area (as shown on deed plan TTW-008-011):

(c) Pitangi area (as shown on deed plan TTW-008-012):

(d) Tokomaru East area (as shown on deed plan TTW-008-013); and

8.24.2. provide the Crown's acknowledgement of the statement of Ngā Hapū o Te Iwi o Whanganui values in relation to each of the overlay areas; and

8.24.3. require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation document, in relation to an overlay area, to have particular regard to the statement of Ngā Hapū o Te Iwi o Whanganui values, and the protection principles, for the overlay area; and

(b) before approving a conservation document, in relation to an overlay area, to –

(i) consult with Takapau Whāriki; and

(ii) have particular regard to its views as to the effect of the document on the statement of Ngā Hapū o Te Iwi o Whanganui values, and the protection principles, for the area; and

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

8.24.5. enable the making of regulations and bylaws in relation to the overlay areas.

8.25. The statement of Ngā Hapū o Te Iwi o Whanganui values, the protection principles, and the Director-General of Conservation's actions are in part 1 of the documents schedule.

Statutory acknowledgement

8.26. The settlement legislation will, on the terms provided by sections [27] to [37] and [39] to [42] of the draft settlement bill, –

8.26.1. provide the Crown's acknowledgement of the statements by Ngā Hapū o Te Iwi o Whanganui of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Aramoana Domain Recreation Reserve (as shown on deed plan TTW-008-001):

(b) Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006):

(c) Mystery Block Conservation Area (as shown on deed plan TTW-008-007):

(d) Owairua Scenic Reserve (as shown on deed plan TTW-008-008):

(e) Raukawa Scenic Reserve (as shown on deed plan TTW-008-002):

(f) Taukoro Conservation Area (as shown on deed plan TTW-008-003):

(g) Taunoka Conservation Area (as shown on deed plan TTW-008-009):

(h) Te Komai Conservation Area (as shown on deed plan TTW-008-004); and

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

8.26.3. require relevant consent authorities to forward to Takapau Whāriki –

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

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

8.26.4. enable Takapau Whāriki, and any member of Ngā Hapū o Te Iwi o Whanganui, to cite the statutory acknowledgement as evidence of Ngā Hapū o Te Iwi o Whanganui's association with an area.

8.27. The statements of association are in part 2 of the documents schedule.

Deed of recognition

8.28. The Crown must, by or on the settlement date, provide Takapau Whāriki with a copy of the deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

8.28.1. Lake Kohata Wildlife Management Reserve (as shown on deed plan TTW-008-006):

8.28.2. Mystery Block Conservation Area (as shown on deed plan TTW-008-007):

8.28.3. Owairua Scenic Reserve (as shown on deed plan TTW-008-008):

8.28.4. Taunoka Conservation Area (as shown on deed plan TTW-008-009).

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

8.30. The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

8.30.1. consult Takapau Whāriki; and

8.30.2. have regard to its views concerning Ngā Hapū o Te Iwi o Whanganui's association with the area as described in a statement of association.

8.31. The deed of recognition will be –

8.31.1. in the form in part 3 of the documents schedule; and

8.31.2. issued under, and subject to, the terms provided by sections [38] to [41] of the draft settlement bill.

Cultural redress properties

8.32. The settlement legislation will vest in Takapau Whāriki on the settlement date –

In fee simple

8.32.1. the fee simple estate in each of the following sites:

(a) Kai Iwi Road property:

(b) Kai Iwi 6A1 site A:

(c) Kai Iwi 6A1 site B (Urupā):

(d) Kauarapaoa Road property:

(e) Mōwhānau site A:

(f) Pitangi Village property:

(g) Rapanui Road property:

(h) Whanganui River Road property; and

In fee simple subject to a restrictive covenant

8.32.2. the fee simple estate in Mōwhānau site B subject to Takapau Whāriki providing a registrable restrictive covenant in gross in relation to that property on the terms and conditions set out in part 10.1 of the documents schedule; and

As a scenic reserve

8.32.3. the fee simple estate in each of the following sites as a scenic reserve, with Takapau Whāriki as the administering body:

(a) Kauarapaoa property:

(b) Koriniti property:

(c) Kotiti Stream property:

(d) Ohotu property:

(e) Otawaki property:

(f) Otoko property:

(g) Paetawa property:

(h) Puketarata property:

(i) Ranana/Morikau property:

(j) Raorikia property:

(k) Tauakira property:

(l) Taukoro Forest property:

(m) Whanganui River property:

(n) Whitiau property; and

As a historic reserve

8.32.4. the fee simple estate in the Pākaitore property as a historic reserve, with Ngā Tūtei a Maru as the administering body; and

As a local purpose reserve

8.32.5. the fee simple estate in Kai Iwi 6A1 site C as a local purpose (cultural activities and ecological restoration) reserve, with Takapau Whāriki as the administering body; and

As a local purpose reserve subject to an easement

8.32.6. the fee simple estate in Mōwhānau site C as a local purpose (cultural activities and ecological restoration) reserve, with Takapau Whāriki as the administering body, subject to Takapau Whāriki granting a registrable easement for the

following rights on the terms and conditions set out in part 10.2 of the documents schedule:

(a) right of way:

(b) right to convey sewage; and

(c) right to convey water.

Provisions applying to Kai Iwi 6A1 site C and Mōwhānau site C

8.33. The settlement legislation will, on the terms provided by sections [68A] and [73] of the draft settlement bill, provide that the properties known as Kai Iwi 6A1 site C and Mōwhānau site C will be vested in Takapau Whāriki in accordance with clauses 8.32.5 and 8.32.6 (respectively) for the purpose of:

8.33.1. enabling cultural activities that recognise and maintain the spiritual, cultural, ancestral, customary and historical relationship between Ngā Hapū o Te Iwi o Whanganui and the whenua; and

8.33.2. restoring and protecting the ecological values of the reserves.

Joint cultural redress property vested in Takapau Whāriki and Te Korowai o Wainuiārua Trust

8.34. The settlement legislation will, on the terms provided by sections [87] and [98] of the draft settlement bill, provide that –

8.34.1. the fee simple estate in the Ohoutahi property will vest as undivided half shares, with one half share vested in each of the following as tenants in common –

(a) Takapau Whāriki; and

(b) the trustees of the Te Korowai o Wainuiārua Trust; and

8.34.2. the Ohoutahi property will vest as a historic reserve to be administered by a joint management body comprising equal representatives appointed by Takapau Whāriki and the trustees of the Te Korowai o Wainuiārua Trust, and the Reserves Act 1977 will apply as if the reserve was vested in the body under section 26 of that Act.

General provisions that apply to all cultural redress properties

8.35. Each cultural redress property is to be –

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

8.35.2. vested on the terms provided by –

(a) sections [62] to [104] of the draft settlement bill; and

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

8.35.3. subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 8.32 to be provided by Takapau Whāriki; or

(b) required by the settlement legislation; and

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

Whangaehu River and Te Waiū-o-Te-Ika framework

8.36. Natural resources redress negotiated in respect of the Whangaehu River (known as Te Waiū-o-Te-Ika) directly involves Ngā Hapū o Te Iwi o Whanganui.

8.37. The Ngāti Rangi deed of settlement signed on 10 March 2018 and the Ngāti Rangi Claims Settlement Act 2019 set out the Te Waiū-o-Te-Ika framework to recognise iwi with interests in the Whangaehu River catchment.

8.38. The Ngāti Rangi deed of settlement and Part 3 of the Ngāti Rangi Claims Settlement Act 2019 provide that:

8.38.1. Ngā Hapū o Te Iwi o Whanganui is an iwi or group of iwi with interests in Te Waiū-o-Te-Ika;

8.38.2. Ngā Wai Tōtā o Te Waiū is established as a joint committee to advance the health and wellbeing and coordinated management of Te Waiū-o-Te-Ika catchment; and

8.38.3. Takapau Whāriki will appoint a member to represent Ngā Hapū o Te Iwi o Whanganui on Ngā Wai Tōtā o Te Waiū.

Official geographic names

8.39. The settlement legislation will, on the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Atene Pa	Kākata	BK33 839 007	Site
Corliss Island	Mawae	BL32 739 753	Island
Koriniti Pa	Ōtukopiri	BK33 851 084	Locality
Mount Featherston (local use)	Puketūtū	BK32 786 878	Hill
Putiki Pa	Pūtikiwharanui-a-Tamatea-pōkai-whenua	BL32 750 762	Historic site
South Spit (local use)	Pātapu Spit	BL32 710 754	Spit

Sparrow Cliff (local use)	Kaimatira	BL32 788 815	Historic site
Whanganui or Wanganui	Whanganui	BL32 732 777	City

8.40. The settlement legislation will provide for the official geographic names on the terms provided by sections [58] to [61] of the draft settlement bill.

Reserve management plan with certain reserves

8.41. Within five years of the settlement date, Takapau Whāriki (as the administering body for the reserves) must prepare and submit for approval a draft reserve management plan for the following sites:

8.41.1. Koriniti property:

8.41.2. Ohotu property:

8.41.3. Otawaki property:

8.41.4. Tauakira property:

8.41.5. Whanganui River property.

8.42. Takapau Whāriki and the Director-General of Conservation may agree to appoint a third party to prepare the draft reserve management plan in consultation with them to support Takapau Whāriki to build its management planning capability.

8.43. Takapau Whāriki and the Director-General of Conservation must use their best endeavours to reach agreement under clause 8.42.

8.44. If Takapau Whāriki and the Director-General of Conservation are not able to reach agreement under clause 8.42 within four years of the settlement date, then Takapau Whāriki will be responsible for the preparation of the draft reserve management plan, and clauses 8.42 and 8.47 will not apply.

8.45. If clause 8.42 applies, Takapau Whāriki must review and, as appropriate, amend the final draft reserve management plan.

8.46. Following its review, and having made any necessary amendments, Takapau Whāriki must submit the draft reserve management plan to the Minister of Conservation for approval.

8.47. The Department of Conservation will provide funding and administrative support to Takapau Whāriki for processes required under section 41 of the Reserves Act 1977 to prepare the first reserve management plan under clauses 8.41 to 8.46.

8.48. Section 41 of the Reserves Act 1977 applies to the preparation and approval of a reserve management plan under clauses 8.41 to 8.46 to the extent that it is not inconsistent with those clauses, and with any necessary modifications.

8.49. The settlement legislation will, on the terms provided by section [98A] of the draft settlement bill, provide for the matters set out at clauses 8.41 to 8.48.

NGĀ TŪTEI A MARU: JOINT BOARD WITH TAKAPAU WHĀRIKI AND WHANGANUI DISTRICT COUNCIL

He Timata: Introduction

8.50. Clauses 8.53 to 8.95 reflect a new era and relationship between Ngā Hapū o Te Iwi o Whanganui and Whanganui District Council. Te Tomokanga ki Te Matapihi underpins the foundation of that relationship.

8.51. Ngā Hapū o Te Iwi o Whanganui and Whanganui District Council have agreed to establish a joint board to be named 'Ngā Tūtei a Maru' to be responsible for the reserves.

8.52. In Whanganui reo and mātauranga, Tūtei are scouts or guards, and Maru is the atua or god of freshwater. Ngā Tūtei a Maru translates as 'the guardians of the domain of Maru', similar to the concept of 'kaitiaki'.

Definitions

8.53. In clauses 8.53 to 8.95:

8.53.1. **Ngā Tūtei a Maru** means the board established under clause 8.54; and

8.53.2. **reserves** means each of the following sites as described in schedule [3A] of the draft settlement bill:

(a) Mōwhānau Village Recreation Reserves:

(b) Pākaitore property:

(c) Part Gonville Domain (Tawhero):

(d) Queen’s Park (Pukenamu).

Ngā Tūtei a Maru established

8.54. A joint board called Ngā Tūtei a Maru will be established for the reserves.

8.55. Ngā Tūtei a Maru will be the administering body of the reserves as if it were appointed to control and manage the reserves under section 30(1) of the Reserves Act 1977.

8.56. Section 30(2) to (8) of the Reserves Act 1977 will have no further application to the reserves or to Ngā Tūtei a Maru, except as provided in clauses 8.94 and 8.95.

8.57. To avoid doubt, Ngā Tūtei a Maru will not be a committee, joint committee, council organisation or council-controlled organisation for the purposes of the Local Government Act 2002.

Purpose

8.58. The purpose of Ngā Tūtei a Maru will be to:

8.58.1. reflect and give expression to Te Tomokanga ki Te Matapihi;

8.58.2. reflect a partnership between Ngā Hapū o Te Iwi o Whanganui and Whanganui District Council;

8.58.3. promote the health and wellbeing of the land and people by administering the reserves in accordance with the classification and purpose of each of the reserves; and

8.58.4. promote the ability of Ngā Hapū o Te Iwi o Whanganui to carry out their traditional and customary activities on the reserves.

Functions and powers

8.59. The primary function of Ngā Tūtei a Maru will be to achieve its purpose.

8.60. In relation to the reserves, Ngā Tūtei a Maru may exercise or perform a relevant power or function of an administering body under the Reserves Act 1977, including:

8.60.1. for the Pākaitore property, as if the reserve were vested in the administering body for the purpose of sections 48, 48A and 58A of the Reserves Act 1977;

8.60.2. for the non-Crown owned part of Queen's Park (Pukenamu), as if that part of the reserve were vested in the administering body for the purpose of sections 48, 48A and 61(2A) of the Reserves Act 1977; and

8.60.3. to meet any other legal obligation.

8.61. In addition, Ngā Tūtei a Maru has all the relevant powers that the Minister of Conservation has delegated to territorial authorities under section 10 of the Reserves Act 1977 as if:

8.61.1. references to a territorial authority in the instrument of delegation included Ngā Tūtei a Maru; and

8.61.2. in the case of section 59A of the Reserves Act 1977, as if the reserves were controlled and managed under section 28 of the Reserves Act 1977.

Public access to reserves

8.62. The public will continue to have access to the reserves in accordance with the Reserves Act 1977.

Appointment of members of Ngā Tūtei a Maru

8.63. There will be six members of Ngā Tūtei a Maru:

8.63.1. the Chair of Takapau Whāriki;

8.63.2. the Mayor of Whanganui District Council;

8.63.3. two further members appointed by Takapau Whāriki; and

8.63.4. two further members appointed by Whanganui District Council.

8.64. When appointing a member, an appointer must give written notice to the other appointer of:

8.64.1. the member's full name, address and other contact details; and

8.64.2. the date on which the appointment takes effect.

8.65. A member:

8.65.1. may be appointed or removed at the discretion of the member's appointer; and

8.65.2. may resign by written notice to that member's appointer.

8.66. An appointer must give written notice to the other appointer of a removal or resignation of a member, and such notice must include the date on which the removal or resignation takes effect.

8.67. Where a member appointed by Whanganui District Council is an elected member of Whanganui District Council, that member does not automatically cease to be a member of Ngā Tūtei a Maru on ceasing to hold office as an elected member of Whanganui District Council (despite section 31(f) of the Reserves Act 1977).

8.68. Section 31 (other than paragraphs (a) and (c)) of the Reserves Act 1977 otherwise applies to the members of Ngā Tūtei a Maru.

Term of members of Ngā Tūtei a Maru

8.69. A member of Ngā Tūtei a Maru:

8.69.1. will hold office for a term not exceeding four years as may be specified in the notice of appointment; and

8.69.2. may be reappointed from time-to-time.

8.70. A member's appointment ends on the earlier of:

8.70.1. the resignation or removal of the member; or

8.70.2. the expiry of the term of appointment.

8.71. If a member's term ends but no successor has been appointed, the member will continue in that role until a successor is appointed unless that member resigns or is removed.

8.72. Any successor appointment will be a member only for the residual period of each four-year term.

Members' fees and allowances

8.73. Each appointer is responsible for setting and paying fees or allowances to the members appointed by that appointer.

Application of Reserves Act 1977 to Ngā Tūtei a Maru

8.74. Sections 32 to 34 of the Reserves Act 1977 apply to Ngā Tūtei a Maru as if it were a board for the purposes of that Act, subject to any necessary modifications or as otherwise specified in clauses 8.53 to 8.95.

8.75. The following provisions apply despite the specified requirements of the Reserves Act 1977:

First meeting of Ngā Tūtei a Maru

8.75.1. the first meeting of Ngā Tūtei a Maru must be held not later than six months after the settlement date (despite section 32(1) of the Reserves Act 1977);

8.75.2. unless otherwise agreed by Ngā Tūtei a Maru, Ngā Tūtei a Maru must meet at least once a year;

Chairperson and deputy chairperson

8.75.3. the chairperson must be a member of Ngā Tūtei a Maru appointed by Takapau Whāriki;

8.75.4. the deputy chairperson must be a member of Ngā Tūtei a Maru appointed by Whanganui District Council;

8.75.5. the right of appointment may be exercised by giving written notice to the other appointer and to Ngā Tūtei a Maru;

8.75.6. an appointer may replace the chairperson or deputy chairperson for the remainder of the relevant term by giving written notice to the other appointer and to Ngā Tūtei a Maru;

8.75.7. if the chairperson is not present at a meeting, the deputy chairperson must preside at the meeting (despite sections 32(5) and (6) of the Reserves Act 1977);

Voting and quorum

8.75.8. the chairperson has a deliberative vote but not a casting vote (despite section 32(7) of the Reserves Act 1977);

8.75.9. the quorum for Ngā Tūtei a Maru is a minimum of two members appointed by each appointer and must include the chairperson or deputy chairperson (despite section 32(9) of the Reserves Act 1977); and

8.75.10. when making a decision:

(a) Ngā Tūtei a Maru must strive to achieve consensus (meaning that no member at the meeting expressly disagrees with the proposal); but

(b) the person chairing the meeting may allow a decision to be made by a 75 per cent majority of the members who are present and voting if, after there has been reasonable discussion on the proposal, that person is satisfied that consensus is unlikely to be achieved (despite section 32(10) of the Reserves Act 1977).

Management plan

8.76. Within five years of its establishment, Ngā Tūtei a Maru must prepare and approve one integrated management plan for the reserves under section 41 of the Reserves Act 1977.

8.77. The management plan may include provisions covering all of the reserves and separate sections for each individual reserve.

8.78. The management plan must also promote the ability of Ngā Hapū o Te Iwi o Whanganui to carry out their traditional and customary activities on the reserves.

8.79. The management plans currently in force for the reserves at the settlement date will continue to apply to those reserves until they are replaced by the integrated management plan.

Operational management of reserves

8.80. Whanganui District Council will be responsible for the operational management of the reserves in a manner consistent with:

8.80.1. the management plan;

8.80.2. the annual operational plan; and

8.80.3. any directions from Ngā Tūtei a Maru.

8.81. Each year Ngā Tūtei a Maru and Whanganui District Council will meet and develop an annual operational plan for the year ahead setting out:

8.81.1. the operational activities to be undertaken on the reserves;

8.81.2. any projects to be undertaken on the reserves;

8.81.3. opportunities for Ngā Hapū o Te Iwi o Whanganui to undertake operational activities or projects on the reserves;

8.81.4. opportunities for Ngā Hapū o Te Iwi o Whanganui to carry out their traditional and customary activities on the reserves; and

8.81.5. any other matters relevant to the management of the reserves.

8.82. The annual operational plan will be developed in time for Whanganui District Council to include any necessary funding proposals in its long-term plan or annual plan processes.

8.83. To avoid doubt, Whanganui District Council will only be required to provide funding in relation to the management of the reserves where that has been approved through its long-term plan or annual plan.

Ngā Hapū o Te Iwi o Whanganui role in management of reserves

8.84. Ngā Hapū o Te Iwi o Whanganui have an aspiration to become more involved in the operational management of the reserves over time.

8.85. Ngā Tūtei a Maru, Ngā Hapū o Te Iwi o Whanganui and Whanganui District Council will continue to discuss how to achieve that aspiration.

Financial provisions

8.86. Part 4 of the Reserves Act 1977, which relates to financial provisions, applies to Ngā Tūtei a Maru as if it were a local authority.

8.87. Whanganui District Council must, to the extent that it is reasonably practicable to distinguish the revenue from the reserves from any other revenue received by Whanganui District Council:

8.87.1. hold the revenue received by Ngā Tūtei a Maru in its capacity as the administering body of the reserves;

8.87.2. account for the revenue separately from the other revenue of Whanganui District Council; and

8.87.3. use that revenue, under the direction of Ngā Tūtei a Maru, but only in relation to the reserves.

Annual reporting

8.88. Ngā Tūtei a Maru must report annually to Takapau Whāriki and Whanganui District Council on:

8.88.1. how the purpose of Ngā Tūtei a Maru is being achieved;

8.88.2. the implementation of the management plan and annual operational plan;

8.88.3. delivery against the annual budget; and

8.88.4. any other relevant matters.

Ngā Tūtei a Maru may regulate its own procedures

8.89. Subject to the settlement legislation and the Reserves Act 1977, Ngā Tūtei a Maru may regulate its own procedures.

Application of other Acts to Ngā Tūtei a Maru

8.90. To the extent that they are relevant to the purpose and functions of Ngā Tūtei a Maru, the provisions of the following Acts apply to Ngā Tūtei a Maru, with the necessary modification:

8.90.1. the Local Authorities (Members' Interests) Act 1968; and

8.90.2. the Local Government Official Information and Meetings Act 1987.

Administrative support to Ngā Tūtei a Maru

8.91. Whanganui District Council will provide administrative support to Ngā Tūtei a Maru.

Funding

8.92. Takapau Whāriki will contribute $500,000 plus GST (if any) from the Kia Mana Motuhaketia (cultural revitalisation) fund referred to in clause 8.98.1, to assist with the establishment and development of the first integrated management plan for the reserves referred to in clause 8.76.

8.93. Whanganui District Council commits to funding the operational management of the reserves but only to the extent provided for through its long-term plan and annual plan.

Additional reserves

8.94. Takapau Whāriki and Whanganui District Council may agree that Ngā Tūtei a Maru will be appointed as the administering body of any other reserve land, subject to working through their requisite processes and those under the Reserves Act 1977, and provided that the reserve is located within the boundaries of both:

8.94.1. the settlement redress area; and

8.94.2. the area comprising the district of the Whanganui District Council.

8.95. If Ngā Tūtei a Maru is appointed under section 30 of the Reserves Act 1977 as an administering body for any reserves other than those listed in clause 8.53.2, then clauses 8.55 to 8.90 will apply as if those reserves were also listed in clause 8.53.2.

Settlement legislation

8.96. The settlement legislation will, on the terms provided by sections [104G] to [104Z] of the draft settlement bill, provide for the matters set out in clauses 8.53 to 8.95.

Cultural materials plan

8.97. The settlement legislation will, on the terms provided by sections [104A] to [104F] of the draft settlement bill, provide that Takapau Whāriki and the Minister of Conservation must jointly agree a cultural materials plan within 5 years of the settlement date that sets out how Takapau Whāriki will provide a member of Ngā Hapū o Te Iwi o Whanganui with written authorisation to:

8.97.1. collect plants or plant materials from conservation land within the settlement redress area for non-commercial purposes; and

8.97.2. possess dead protected wildlife found within the settlement redress area for non-commercial purposes.

Cultural revitalisation funding

8.98. On the settlement date, in addition to the financial and commercial redress amount, the Crown will pay Takapau Whāriki:

8.98.1. $9,000,000 plus GST (if any) for the purpose of a Kia Mana Motuhaketia (cultural revitalisation) fund;

8.98.2. $3,000,000 plus GST (if any) for the purpose of a Kia Kōrerotia (Te Reo revitalisation) fund;

8.98.3. $3,000,000 plus GST (if any) for the purpose of a Kia Maraetia (marae revitalisation) fund; and

8.98.4. $500,000 plus GST (if any) for the purpose of establishing Ngā Tūtei a Maru.

Future Whanganui National Park Collective Negotiations

8.99. Ngā Hapū o Te Iwi o Whanganui consider that they have significant tangata tiaki responsibilities in regard to the whenua and other taonga situated within the Whanganui National Park.

8.100. The Crown acknowledges the significance of the Whanganui National Park to Ngā Hapū o Te Iwi o Whanganui and is committed to collectively negotiating cultural redress over the Whanganui National Park in good faith with Ngā Hapū o Te Iwi o Whanganui and other iwi and hapū with interests in the park.

8.101. Ngā Hapū o Te Iwi o Whanganui have a number of redress aspirations with respect to the Whanganui National Park collective negotiations. Two fundamental aspirations include:

8.101.1. the ability of Ngā Hapū o Te Iwi o Whanganui to exercise full tino rangatiratanga over the Whanganui National Park; and

8.101.2. a values-based relationship with the Crown in regard to future arrangements for the Whanganui National Park.

8.102. The Waitangi Tribunal found that the Crown acquired land within the Whanganui National Park in breach of te Tiriti o Waitangi/the Treaty of Waitangi.

8.103. The settlement legislation will settle all of the historical claims of Ngā Hapū o Te Iwi o Whanganui, including in relation to the Whanganui National Park, and includes Crown apology redress and financial and commercial redress in respect of the Whanganui National Park.

8.104. However, this deed does not provide for any cultural redress from the Crown in relation to any of the historical claims of Ngā Hapū o Te Iwi o Whanganui that relate to Whanganui National Park. That redress will be developed in collective negotiations with Ngā Hapū o Te Iwi o Whanganui and other iwi and hapū who have interests in the Whanganui National Park.

Tongariro National Park

8.105. Ngā Hapū o Te Iwi o Whanganui make this statement regarding their associations with Tongariro National Park:

8.105.1. Ngā Hapū o Te Iwi o Whanganui have an unbroken connection with Te Kāhui Maunga (the mountains of the central plateau) and Te Awa Tupua (the Whanganui River) in whakapapa and by long-standing maintenance of kawa, tikanga, tiakitanga and interrelationships with the other iwi and hapū of Te Kāhui Maunga and Te Awa Tupua.

8.105.2. Te Kāhui Maunga and the headwaters of Te Awa Tupua are located within the Tongariro National Park.

8.106. The nature and extent of Ngā Hapu o Te Iwi o Whanganui involvement in Tongariro National Park collective negotiations has not been determined.

Cultural redress non-exclusive

8.107. The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

8.108. The Crown must not enter into another settlement that provides for the same redress as set out in clause 8.32.

9 TE NGAKO O TE MIRO: FINANCIAL AND COMMERCIAL REDRESS

Te Ngako o Te Miro – The Essence of Wellbeing

He manu anō te manu kai miro, he manu anō te manu kai poroporo

The bird that eats of the noble miro is of different stature

to the bird that eats of the humble poroporo

FINANCIAL REDRESS

9.1. The Crown must pay Takapau Whāriki on the settlement date $20,142,500, being the financial and commercial redress amount of $30,000,000 less $9,857,500, being the total transfer values of the commercial redress properties.

ON-ACCOUNT PAYMENT

9.2. Within 10 working days of the date of this deed, the Crown will pay to Takapau Whāriki the interest payable under paragraphs 2.1.1 and 2.2.1 of the general matters schedule in relation to the financial and commercial redress amount.

COMMERCIAL REDRESS PROPERTIES

9.3. Each commercial redress property is to be –

9.3.1. transferred by the Crown to Takapau Whāriki on the settlement date –

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

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

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

9.4. The transfer of each commercial redress property will be –

9.4.1. subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property; and

9.4.2. in the case of the Former Aramoho School property:

(a) subject to Takapau Whāriki providing to the Crown by or on the settlement date a registrable easement for the following rights on the terms and conditions set out in part 10.3 of the documents schedule;

(i) right to convey water:

(ii) right to convey electricity; and

(iii) right to drain sewage.

(b) subject to Takapau Whāriki providing to the Whanganui District Council by or on the settlement date a registrable easement in gross for a right to drain water on the terms and conditions set out in part 10.4 of the documents schedule; and

(c) together with a registrable easement for a right to convey water in favour of that property on the terms and conditions set out in part 10.5 of the documents schedule.

9.5. The part of the Te Puna Hapori property marked "A" on the diagram in part 3 of the attachments is to be leased back to the Crown, immediately after its transfer to Takapau Whāriki, on the terms and conditions provided by the lease for that property in part 11.1 of the documents schedule (being a registrable ground lease for part of the property, ownership of the improvements remaining unaffected by the purchase).

9.6. Te Puna Hapori, a justice hub for community and wellbeing purposes, is to be established at the property referred to in clause 9.5 by the Ministry of Justice with New Zealand Police and Ngā Hapū o Te Iwi o Whanganui.

LICENSED LAND

9.7. The settlement legislation will, on the terms provided by sections [113] to [115] and [118] to [120] of the draft settlement bill, provide for the following in relation to a commercial redress property that is licensed land –

9.7.1. its transfer by the Crown to Takapau Whāriki:

9.7.2. it to cease to be Crown forest land upon registration of the transfer:

9.7.3. Takapau Whāriki to be, on the settlement date, in relation to the licensed land, –

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

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

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

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

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

9.7.5. Takapau Whāriki to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying: and

9.7.6. for rights of access to areas that are wāhi tapu.

DEFERRED SELECTION PROPERTIES

9.8. Takapau Whāriki may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

9.9. Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by Takapau Whāriki.

9.10. Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by Takapau Whāriki, on the terms and conditions provided by the lease for that property in part 11 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

9.10.1. Whanganui Community Probation Centre (land only):

9.10.2. Whanganui Intermediate School (land only):

9.10.3. Whanganui Prison (land only).

9.11. In the event that any property (or part of any property) listed in clause 9.10 becomes surplus to the land holding agency's requirements, then the Crown may, at any time before Takapau Whāriki has given a notice of interest in respect of the property (or the relevant part of the property), give written notice to Takapau Whāriki advising it that the property (or the relevant part of the property) is no longer available for selection by Takapau Whāriki in accordance with clause 9.8. The right under clause 9.8 ceases in respect of the property (or the relevant part of the property) on the date of receipt of the notice by Takapau Whāriki under this clause. To avoid doubt, following service of a notice under this clause 9.11:

9.11.1. where the notice is served in respect of part only of a property listed in clause 9.10, the balance of that property will continue to be available for selection by Takapau Whāriki in accordance with clause 9.8; and

9.11.2. Takapau Whāriki will continue to have a right of first refusal in relation to the properties listed in clause 9.10 (or the relevant part of those properties) in accordance with clause 9.15.

WHANGANUI FOREST PROPERTY

9.12. Takapau Whāriki may give an election notice under paragraph 5.3 of the property redress schedule to purchase the deferred selection property that is the Whanganui Forest property, either:

9.12.1. including the plantation forest; or

9.12.2. excluding the plantation forest, in which case the transfer will be subject to the Crown and Takapau Whāriki entering into a registrable forestry right on the terms and conditions provided in part 12 of the documents schedule.

9.13. The settlement legislation will, on the terms provided by sections [116], [118] and [120] of the draft settlement bill, provide for the following in relation to the deferred selection property that is the Whanganui Forest property:

9.13.1. on the date that settlement of the property takes place, the Whanganui Forest property ceases to be Crown forest land, and any Crown forestry assets associated with that land cease to be Crown forestry assets; and

9.13.2. for rights of access to areas that are wāhi tapu.

SETTLEMENT LEGISLATION

9.14. The settlement legislation will, on the terms provided by sections [105] to [120] of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

RFR FROM THE CROWN

9.15. Takapau Whāriki is to have a right of first refusal in relation to a disposal of RFR land, being –

9.15.1. land in the RFR area that on the settlement date –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown; or

(c) is a reserve vested in an administering body that derived title from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown; and

9.15.2. land listed in part 5 of the attachments that on the settlement date –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown or the Crown body specified in the table in part 5 of the attachments as the landholding agency for the land.

9.16. The right of first refusal is –

9.16.1. to be on the terms provided by sections [121] to [150] of the draft settlement bill; and

9.16.2. in particular, to apply –

(a) for a term of 185 years on and from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by sections [129] to [139], or under any matter referred to in section [140(1)], of the draft settlement bill.

10 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

10.1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.

10.2. The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.

10.3. The draft settlement bill proposed for introduction to the House of Representatives –

10.3.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

10.3.2. must be in a form that is satisfactory to Ngā Hapū o Te Iwi o Whanganui and the Crown.

10.4. Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

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

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

10.6.1. clauses 10.4 to 10.10:

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

EFFECT OF THIS DEED

10.7. This deed –

10.7.1. is "without prejudice" until it becomes unconditional; and

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

10.8. Clause 10.7.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

10.9. The Crown or Takapau Whāriki may terminate this deed, by notice to the other, if –

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

10.9.2. the terminating party has given the other party at least 40 working days' notice of an intention to terminate.

10.10. If this deed is terminated in accordance with its provisions –

10.10.1. this deed (and the settlement) are at an end; and

10.10.2. subject to this clause, this deed does not give rise to any rights or obligations; and

10.10.3. this deed remains “without prejudice”; but

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

11 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

11.1. The general matters schedule includes provisions in relation to –

11.1.1. the implementation of the settlement; and

11.1.2. the Crown's –

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

(b) tax indemnities in relation to redress; and

11.1.3. giving notice under this deed or a settlement document; and

11.1.4. amending this deed.

HISTORICAL CLAIMS

11.2. In this deed, **historical claims** –

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

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

(i) from the Treaty of Waitangi/te Tiriti o Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

11.2.2. includes every claim to the Waitangi Tribunal to which clause 11.2.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 180 – Koroniti School Site claim;

(b) Wai 214 – Parikino Block claim;

(c) Wai 584 – Paetawa Block claim;

(d) Wai 671 – Whanganui Groundwater claim;

(e) Wai 978 – Te Tupoho Whanganui Land Purchase 1848 claim;

(f) Wai 999 – Te Poho Matapihi Trust Reserved Lands claim;

(g) Wai 1028 – Ngāti Hineoneone Te Tuhi Block claim;

(h) Wai 1051 – Ngā Paerangi Descendants Native Land Court claim;

(i) Wai 1070 – Te Tuhi Block claim;

(j) Wai 1107 – Te Korowai o Te Awaiti claim;

(k) Wai 1143 – Ngāti Hinearo and Ngāti Tuera Alienation claim;

(l) Wai 1483 – Ngāti Taane claim;

(m) Wai 1604 – Ohotu 6F1 Block (Ngāti Waikarapu) claim;

(n) Wai 1636 – Waipakura Block (Tamehana) claim; and

11.2.3. includes every other claim to the Waitangi Tribunal to which clause 11.2.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:

(a) Wai 48 – The Whanganui Ki Maniapoto claim;

(b) Wai 167 – Whanganui River claim;

(c) Wai 428 – Pipiriki Township claim;

(d) Wai 505 – Wanganui and Waitotara Blocks claim;

(e) Wai 634 – Māori Land and the Laws of Succession claim;

(f) Wai 759 – Whanganui Vested Lands claim;

(g) Wai 979 – Ngāti Hau Lands Transfer claim;

(h) Wai 1105 – Upper Waitotara River Land Blocks claim;

(i) Wai 1229 – Atihau Lands claim;

(j) Wai 1254 – Ngā Poutamanui-a-Awa Lands & Resources claim;

(k) Wai 1607 – Ngāti Kurawhatia Lands claim;

(l) Wai 1637 – Te Atihau Nui a Paparangi (Taiaroa and Mair) claim;

(m) Wai 2157 – Te Wai Nui a Rua (Ranginui and Ranginui-Tamakehu) claim;

(n) Wai 2158 – Descendants of Tamakehu (M Tamakehu and J Tamakehu) claim;

(o) Wai 2218 – Ngā Wairiki Lands Policies (Waitai) claim, as it relates to the Ngā Hapū o Te Iwi o Whanganui aspects of this claim (while the Ngā Wairiki me Ngāti Apa aspects of the claim have been settled by the Ngāti Apa (North Island) deed of settlement 2008 and the Ngāti Apa (North Island) Claims Settlement Act 2010); and

(p) Wai 2278 – Whanganui Mana Wahine (Waitokia) claim.

11.3. However, **historical claims** does not include the following claims –

11.3.1. a claim that a member of Ngā Hapū o Te Iwi o Whanganui, or a whānau, hapū, or group referred to in clause 11.7.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna who is not referred to in clause 11.7.1;

11.3.2. a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 11.3.1;

11.3.3. subject to clause 11.4, any claim made by a member of any of:

(a) Ngāti Kurawhatia;

(b) Ngāti Hau;

(c) Ngāti Haunui ā Pāpārangi;

(d) Tamareheroto;

(e) Ngāti Kauika;

(f) Ngāti Patutokotoko.

11.4. Clause 11.3.3 applies, but only to the extent that a claim is a historical claim referred to in this subclause and –

11.4.1. has been settled by the Ngaa Rauru Kiitahi Claims Settlement Act 2005, the Ngāti Rangi Claims Settlement Act 2019, or Te Korowai o Wainuiārua Claims Settlement Act 2025; or

11.4.2. is agreed to be settled as recorded in the deed of settlement between Ngāti Hāua and the Crown and dated 29 March 2025; or

11.4.3. is settled through legislation giving effect to the deed of settlement referred to in clause 11.4.2.

11.5. To avoid doubt, the settlement of the historical claims of Ngā Hapū o Te Iwi o Whanganui will not affect the right of iwi, hapū or whānau to apply for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

11.6. To avoid doubt, clause 11.2.1 is not limited by clauses 11.2.2 or 11.2.3.

NGĀ HAPŪ O TE IWI O WHANGANUI

11.7. In this deed, **Ngā Hapū o Te Iwi o Whanganui**, or the **settling group** means –

11.7.1. the collective group composed of individuals who descend from a Ngā Hapū o Te Iwi o Whanganui tupuna; and

11.7.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 11.7.1, including the following descent groups:

(a) Ngā Paerangi; and

(b) Ngā Poutama; and

(c) Ngāti Hau (shared); and

(d) Ngāti Haunui ā Paparangi; and

(e) Ngāti Hinearo; and

(f) Ngāti Hine kōrako; and

(g) Ngāti Hineoneone; and

(h) Ngāti Hine o Te Rā; and

(i) Ngāti Kauika (shared); and

(j) Ngāti Kurawhatia (shared); and

(k) Ngāti Pāmoana; and

(l) Ngāti Patutokotoko (shared); and

(m) Ngāti Ruakā; and

(n) Ngāti Tānewai; and

(o) Ngāti Tuera; and

(p) Ngāti Tūmango; and

(q) Ngāti Tūpoho; and

(r) Tamareheroto (shared); and

(s) Te Awa Iti (including Ngāti Hine, Ngāti Ruawai and Ngāti Waikarapu); and

(t) Descendants of Whainu rāua ko tāna tāne ko Tukorero; and

11.7.3. every individual referred to in clause 11.7.1.

11.8. To avoid doubt, Ngā Hapu o Te Iwi o Whanganui and the Crown agree that all historical claims based on descent from Whainu rāua ko tāna tāne ko Tukorero have been settled through the Ngāti Apa (North Island) deed of settlement 2008 and Ngāti Apa (North Island) Claims Settlement Act 2010.

11.9. In clause 11.7.2, **shared** denotes that some of the historical claims of these groups have been included in other settlements as follows, because those groups met the relevant claimant definition in those other settlements:

11.9.1. some historical claims of Ngāti Kurawhatia and Ngāti Hau have been included in the Te Korowai o Wainuiārua deed of settlement (see Te Korowai o Wainuiārua Claims Settlement Act 2025);

11.9.2. some historical claims of Ngāti Patutokotoko have been included in:

(a) the Te Korowai o Wainuiārua and Ngāti Rangi deeds of settlement (see Te Korowai o Wainuiārua Claims Settlement Act 2025 and Ngāti Rangi Claims Settlement Act 2019); and

(b) the Ngāti Hāua deed of settlement through Ngāti Hekeāwai; and

11.9.3. some historical claims of Tamareheroto and Ngāti Kauika have been included in the Ngaa Rauru Kiitahi Claims Settlement Act 2005.

11.10. In this deed, for the purposes of clause 11.7.1 –

11.10.1. a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

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

11.10.2. **Ngā Hapū o Te Iwi o Whanganui tupuna** means an individual who:

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

(i) one or more of the following:

A. Ruatipua; or

B. Paerangi; or

C. Haunui ā Pāpārangi; or

D. Hinengākau; or

E. Tamaūpoko; or

F. Tūpoho; and

(ii) a recognised tupuna of any of the descent groups of Ngā Hapu o Te Iwi o Whanganui / the groups listed in clause 11.7.2; and

(b) exercised the tūpuna rights referred to in (a) predominantly in relation to the settlement redress area after 6 February 1840; and

11.10.3. **tūpuna rights** means rights exercised according to tikanga Māori (Māori customary values and practices) including –

(a) rights to occupy land; and

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

MANDATED NEGOTIATORS AND SIGNATORIES

11.11. In this deed –

11.11.1. **executive assistant** means Aimee Simon, Whanganui, Executive Assistant; and

11.11.2. **manager** means Tracey Waitokia, Whanganui, Negotiator/Project Manager; and

11.11.3. **mandated negotiators** means the following individuals:

(a) Richard Kingi, Whanganui, Negotiator/Retired:

(b) Te Kenehi Mair, Whanganui, Lead Negotiator/Consultant:

(c) Tracey Waitokia, Whanganui, Negotiator/Project Manager; and

11.11.4. **mandated signatories** means the following individuals:

(a) Desmond Canterbury, Whanganui, Social Worker:

(b) Tina Green, Whanganui, Financial Mentor/Manaaki Whānau Navigator, Kaumātua:

(c) Turama Hawira, Whanganui, Pou Tupua/Researcher/Historian:

(d) Richard Kingi, Whanganui, Negotiator/Retired:

(e) Te Kenehi Mair, Whanganui, Lead Negotiator/Consultant:

(f) George Matthews, Kai Iwi, Retired:

(g) Novena McGuckin, Whanganui, Mātanga Tuarā Kawea (Trust Specialist):

(h) Erana Mohi, Whanganui, Retired:

(i) Dr Brendon “Te Tiwha” Puketapu, Wairarapa, Sole Trader/Contractor:

(j) Kieran "Kahurangi" Simon, Whanganui, Kaihautū:

(k) Hone Tamehana, Whanganui, Apia Kaitohu (Justice Liaison), Regional Forensic Services:

(l) Dr Rawiri Tinirau, Whanganui, Research Director; and

11.11.5. **settlor** means John Niko Maihi, Whanganui, Kaumātua/Settlor.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
NGĀ HAPŪ O TE IWI O WHANGANUI)
by the mandated signatories, in the)
presence of:)

Signature of Witness

Witness Name

Occupation

Address

Te Kenehi Mair, Lead Negotiator

Richard Kingi, Negotiator

Desmond Canterbury

Tina Green

Turama Hawira

George Matthews

Novena McGuckin

Erana Mohi

Dr Brendon "Te Tiwha" Puketapu

Kieran "Kahurangi" Simon

Hone Tamehana

Dr Rawiri Tinirau

by the manager, in the presence of:)

Tracey Waitokia

Signature of Witness

Witness Name

Occupation

Address

by the executive assistant, in the presence of:)

Aimee Simon

Signature of Witness

Witness Name

Occupation

Address

by the settlor, in the presence of:)

John Niko Maihi

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the trustees of the)
TAKAPAU WHĀRIKI TRUST, in the)
presence of:)

Signature of Witness

Witness Name

Occupation

Address

Desmond Canterbury

Richard Kingi

Ken Robert Mair

Novena McGuckin

Dr Brendon Puketapu

Kieran Simon

Hone Tamehana

SIGNED for and on behalf of the **CROWN**)
by the Minister for Treaty of Waitangi)
Negotiations, in the presence of:)

Hon Paul Goldsmith

Signature of Witness

Witness Name

Occupation

Address

by the Minister of Finance (only in relation to)
the tax indemnities), in the presence of:)

Hon Nicola Willis

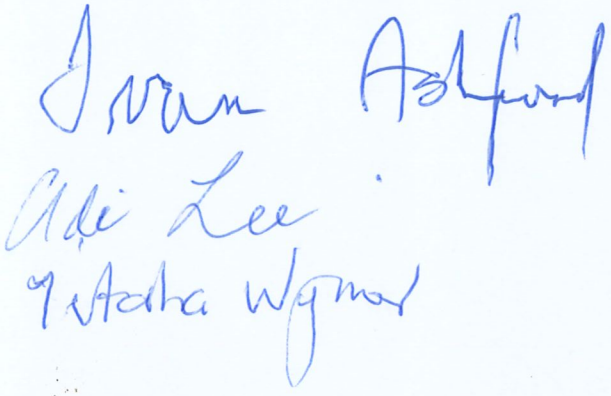
Signature of Witness

Witness Name

Occupation

Address

NGĀ HAPŪ O TE IWI O WHANGANUI SIGNATURES IN SUPPORT



NGĀ HAPŪ O TE IWI O WHANGANUI SIGNATURES IN SUPPORT

Ivan Ashford
TITAHA Wymer

NGĀ HAPŪ O TE IWI O WHANGANUI SIGNATURES IN SUPPORT

NGĀ HAPŪ O TE IWI O WHANGANUI SIGNATURES IN SUPPORT

J Ashford

Vitahi Wyner

RENATA NIKORA.