NGATI TOA RANGATIRA

and

TRUSTEE OF THE TOA RANGATIRA TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

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7 December 2012

PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngati Toa Rangatira and breached Te Tiriti o Waitangi and its principles;
- provides an acknowledgment by the Crown of the breaches of Te Tiriti and an apology;
- settles the historical claims of Ngati Toa Rangatira;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Toa Rangatira Trust, that has been approved by Ngati Toa Rangatira to receive the redress;
- includes definitions of:
  - the historical claims; and
  - Ngati Toa Rangatira;
- 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

NGATI TOA RANGATIRA

and

TOA RANGATIRA TRUST

and

THE CROWN

1 BACKGROUND

The following text has been provided by Ngati Toa Rangatira and describes their view of their association with their area of interest.

Ko Tainui te waka
Ko Hoturoa te tangata
Ko Ngati Toa Rangatira te iwi.
Tainui is the canoe
Hoturoa is the man
Ngati Toa Rangatira is the tribe.

Hoturoa
Hotuope
Hotumatapu
Motai
Ue
Raka

Kakati
Tuhianga
Poutama

Mango
Kaihamu
Te Urutira

Tupahau
Korokino
Toa Rangatira

ORIGINS OF NGATI TOA RANGATIRA

1.1 Ngati Toa Rangatira record the following history and oral traditions.

1.2 There are many tribes that share common ancestry from Hoturoa, and Ngati Toa Rangatira, also known as Ngati Toa, is one of them. It is perhaps from the time of Tuhianga that Ngati Toa Rangatira as an entity begins to form, although it is not until his grandson Mango that closely related hapu coalesced into a separate tribal group to be known as Ngati Mango. Three generations later, the illustrious ancestor Tupahau appeared and, by the time of his death, the hapu had fashioned their own unique identities.

1.3 Ngati Toa Rangatira occupied the coastline from Aotea to Huikomako, centered at Kawhia, on the west coast of the North Island and for many generations was kaitiaki of Te Ahurei O Tainui, the resting place of the Tainui waka. The Kawhia region was rich in natural resources. The land was fertile, the forests teemed with bird-life, edible and medicinal plants, and the magnificent harbour and coastline provided kaimoana in abundance. Consequently the people grew in numbers and status which led to competition and conflict with other iwi.

1.4 This pattern of warfare continued for another four generations and reached a crescendo in the late eighteenth century, culminating in the battle known to history as the battle of Hingakaka, so named because of the large number of chiefs who perished on the battlefield. Hingakaka is reputed to have been "the largest battle ever fought" in Aotearoa. For Ngati Toa Rangatira the battle was devastating because of the loss of so many chiefs. However the battle did not end conflict. Trouble with neighbouring iwi continued and it was during this post-Hingakaka period that Te Rauparaha rose to prominence.

1.5 In the early years of the nineteenth century, trouble erupted in Taranaki when a woman related to Ngati Toa Rangatira was ill-treated by her husband. When her uncle, Te Puoho heard of his niece's predicament he called for assistance from his relations to avenge the insult. As a consequence a taua known as Amiowhenua, comprising Ngati Toa Rangatira and their allies, descended on Taranaki and wreaked havoc. However, the taua, rather than return to their respective homes, continued south, plundering as it went. When it arrived at Te Moana o Raukawa, a sailing ship was seen crossing the straits. A beacon was lit to attract the ship to shore but it continued on its voyage.

1.6 It was at this time that Te Rauparaha was advised by northern chiefs to make Te Upoko o Te Ika his home citing the benefits to be obtained from establishing contact with Europeans. On his return to Kawhia this thought must have remained in his consciousness particularly as relations with neighbouring iwi were worsening. Eventually matters came to a head when Ngati Toa Rangatira were attacked by a superior force and retreated to Te Arawi, a coastal stronghold south of Kawhia. It was then decided that rather than continue with ongoing hostilities that they would migrate to the Kapiti region where there was an abundance of land and resources, and greater opportunity to trade with Pakeha for guns.

Te Heke Mai-i-raro: re-establishment in the south

1.7 Ngati Toa Rangatira moved to the Te Moana o Raukawa (Cook Strait) region to re-establish and revitalise their iwi. The iwi's journey south from Kawhia was named Te Heke Mai-i-raro (the migration from the north). Many generations later, descendants of the migrating peoples named their meeting house Te Heke Mai Raro, in acknowledgement of the significance of the event in their history.

The Tahutahu Ahi migration

1.8 The permanent migration of Ngati Toa Rangatira started in about 1820. Te Peehi Kupe and other Ngati Toa Rangatira led their people from the Kawhia region first to North Taranaki. On departing, Te Rauparaha addressed his people, paying tribute to the land of his ancestors. Looking towards Kawhia, he composed a song lamenting their losses and farewelling their homeland:

Tera ia nga tai o Honipaka
Ka wehe koe I ahau e
He whakamaunga atu naku
Te ao ka takawe
Na runga mai o Te Motu
E tu noa mai ra koe I ahau, e
Naku ia ra koe I waiho I taku whenua iti
Te rokohanga, te Taranga I a taua
Ka mihi mamao au ki te iwi ra ia
Moe noa mai I te moenga roa
Ka paria e te tai, piki tu, piki rere

Piki takina mai ra, te kawea au e te tere
Te Kawau I Muriwhenua
Tena taku manu, he manu ka onga noa
Runa ki te whare, te hau o Matariki
Ma te whare-po-rutu-e
Ma te rahi Ati Awa
E kautere mai ra
Whakaurupa taku aroha, na i

The tides of Honipaka,
I now depart
My spirit still clings
To the cloud
Above Te Motu
You stand apart from me
I now leave my precious homeland
In this unexpected parting.
I bow in tribute to those who have passed.
Sleep on in that endless sleep
The tides rise, standing, flowing
Rising. Carried away with this, unrelenting,
Te Kawau at Muriwhenua.
There is my bird, my cherished bird.
Held captive in this house, the imminent new year
By the house of mourning
By Te Ati Awa
Travelling in company
I shall bury all my sorrows.

1.9 The following waiata is a companion to the lament of Te Rauparaha, and is said to be a waiata by Ponehe and refers to the resettlement of Ngati Toa Rangatira at Kapiti:

Ra te ao-uru ka tauhere,
Te hiwi ki Te Hikonga.
Homai kia mihia
I hara mai i oku hoa e.

Naku rawa i huri atu
Ki te taiwhanga ki a Te Wherowhero,
Nana i unga mai
Ka noho au te puke ki Kamaru.
Nuinui Te 'Paraha i te whenua,
He manu ka pirere
Ka puihi tonu atu ki te tai-uru,
Ki a Taimairangi, e.
Tai a-wairua te motu huia
O Tararua i runga,
Ki Wairarapa e, ki Te Taitapu,
Ki a Te Ahuru, e.
Kia noho taku iti
Ki te kei o te waka
Nou na, e Pehi e!

Behold the clouds in the west that hang
O'er the hill at Te Hikonga.
Let me tender greetings
To them who come from my friends, ah me.

It was I who gave
The land to Te Wherowhero,
He who urged me ever onward
And now I abide on the hill of Kamaru.
Great the fame of Te 'Paraha in the land,
But now only a bird in flight,
Pursued along the shores of the western sea,
To Tamairangi, ah me.
A fugitive spirit in the huia forests
Of Tararua in the south,
On the move to Wairarapa, and on to Te Taitapu
To the presence of Te Ahuru, ah me.
There let me sit in humble state,
At the stern of that canoe
Of yours, O Te Pehi, ah me!

1.10 Near the Mokau River further down the coast, Te Rauparaha, accompanied by a small group of mainly women, encountered a war party. Te Rauparaha dressed some of the women as chiefs and told them to stand by several fires, making their enemies think his party was larger than it was. This episode provided the name for this first migration - Te Heke Tahutahuahi (the fire-lighting heke or migration). Ngati Toa Rangatira were given sanctuary in Taranaki by their close kin.

The Tataramoa migration

1.11 Ngati Toa Rangatira remained in Taranaki for some months - long enough to cultivate food and gather allies for the next stage of the journey south. Although they were well armed with muskets, among them were many women, children and old people. All were required to walk hundreds of kilometres. Many were too exhausted to carry on, and died along the way. The migrants had to contend with many obstacles. Ngati Toa Rangatira and their allies eventually reached the Kapiti region, completing the second stage of the migration from Taranaki to Kapiti. This stage was named Te Heke Tataramoa (or the bramble bush migration), indicating the difficulties they encountered.

1.12 After the difficult migration from their homeland in Kawhia to the Kapiti region, the fortunes of Ngati Toa Rangatira rose. Kapiti Island was taken from its inhabitants by Te Peehi Kupe. Later in 1824, Ngati Toa Rangatira and its allies won an important victory over other tribes in the Kapiti district. This was the battle known as Umupakaroa, Whakapaetai or Waiorua. Of this battle, Ngati Toa Rangatira say, "kua mimiti te tai" ("all resistance was dissipated").

1.13 The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast to settle in Whanganui a Tara (Wellington), Te Tau Ihu (northern South Island) and Te Waipounamu.

1.14 The battle enhanced the mana of Ngati Toa Rangatira and Te Rauparaha, who was credited as the prime mover of the heke and the principal leader of the Kawhia-Taranaki forces. According to the rangatira Matene Te Whiwhi, news spread quickly of the victory of Te Rauparaha and his allies.

He pokeke ka taka mai ki	A falling star
Runga o Moeataua	Was seen over Moeataua
Tini whetu ki te rangi	And although there are many stars in
Ngaro katoa.	the heaven
	They were all outshined.
He pokeao I taka mai i Moeatoa	A dark cloud descending from Moeatoa
Tini whetu ki te rangi ngaro katoa	The many stars in the sky will be obscured.

KAPITI

1.15 In the 1820s and early 1830s, the focus of Ngati Toa Rangatira settlement was Kapiti Island. Ngati Toa Rangatira record that historian James Belich described the island as an ideal stronghold that became a secure base for Ngati Toa Rangatira. From Kapiti Island, Ngati Toa Rangatira commanded the adjacent coast from Otaki to Turakirae, it was used to extend raids and conquests, and acquire more influence and tribal wealth.

1.16 The significance of Kapiti Island is expressed in the following waiata:

Tau mai e kapiti
te kainga o te hunga kua wehe kite iwi nui I te po.
Te marae i Wai-o-rua tenei te mihia,
te wahi i tanuku ai te whakaaro o te motu,
kia patua o tamariki I kopaina e koe.
Hei tohu ki nga uri whakaheke mai
i te mana i tuawhakarere iho
i te mana i te wehi o lo nui... i

Tau mai e Kapiti
Te Whare Wananga o ia, o te nui, o te wehi, o te Toa.
Whakakaupapa I te nohotahi, a Awa, a Toa, a Raukawa.
I heke mai i Kawhia ki te kawe tikanga
hei ora mo nga uri o muri nei
Tau mai e Kapiti te kainga tupu
o te wehi, o te toa, o te whakamanawanui....i

Tau mai e Kapiti
Te kainga o te kino, o te mau a hara o te kaitangata
e ai ra hoki ki nga kupu whakapae o nga iwi maha o te motu nei
Ko Rangatira te marae tenei te mihia
Tona rite he marae paenga whakairo,
ki roto o Kaiweka, he marae rongonui
ki runga ki raro tawhio noa....a

Tau mai e Kapiti
Whakataretare mai ki te rangatahi e hao nei.
Wai kahua Wai katohu, e mau ki nga mana i nga mana i ngakia e koe.
Uhia mai ra te manaakitanga a nga tupuna kua wehe ki te po
hei mauri whakakaha i te hinengaro

o Tama, o Hine e pae nei.

We salute you Kapiti,
The home of those who have passed into the night.
We pay homage to Waiorua,
The place that answered the desires of the country
That your children should be sacrificed.
A symbol for the coming generations
Of the majestic authority of ancient times,
Of the power and awe of Io-nui,

We salute you Kapiti
The centre of learning devoted to the current of the great,
Of the awesome, of the warrior,
Created for the unity of Te Ati Awa, Ngati Toa and Ngāti Raukawa,
Those who migrated from Kawhia with a legacy
Nourishing and giving life to those generations to come.
Stand there Kapiti, the homeland
Of the awesome, of the warrior, of the sure and confident.

We salute you Kapiti,
The home of evil, of vengeance, of cannibalism,
According to the accusations of the many.
We salute Rangatira,
That which is likened to the gathering place of the great chiefs
At Kaiweka, a famous plaza
Known in the north, the south, at all points.

We salute you Kapiti,
Gaze upon the youth that gather here.
Who shall say who will take hold of the authority vested in you?
Bestow the blessings of those ancestors who have passed on,
As an empowering life-force for the minds and imaginations
Of the children gathered here.

TE TAU IHU AND TE WAI POUNAMU

1.17 From Kapiti, Ngati Toa Rangatira was able to expand into Te Wai Pounamu (the South Island), the source of highly prized greenstone. In the late 1820s, under the overall leadership of Te Rauparaha, Ngati Toa Rangatira and their allies led an invasion of the northern South Island. Threats were made which in Maori terms, could not be ignored. Six heke, or campaigns following a preliminary reconnaissance took place during the period of 1827-1832. These included an attack on Kaikoura led by Te Rauparaha and on Kaiapoi when Te Pehi Kupe of Ngati Toa Rangatira was killed. In 1830 there was a further sea-borne attack on Banks' Peninsula and a major attack on Te Hoiere, Rangitoto, Whakapuaka and places further to the west. A further campaign in the summer of 1831-2 involved a three-pronged attack on Kaiapoi planned by Te Rauparaha, with three separate taua converging on Kaiapoi.

1.18 The taua into the East Coast set the foundation for Ngati Toa Rangatira settlement and development of ahi kaa rights to some areas, and latent rights to further land as identified by the Waitangi Tribunal. The rights to this land existed in a complex structure of overlapping levels of manawhenua.

1.19 Ngati Toa Rangatira began solidifying their rights in Te Tau Ihu immediately following the taua. Their main areas of occupation were Te Hoiere Sound, Port Underwood and the Wairau, and these lands were settled and cultivated on a large scale. There were smaller settlements located at Golden Bay, Tasman Bay, Queen Charlotte Sound, and Arapaoa Island. These settlements ranged from permanent to seasonal.

NGATI TOA RANGATIRA IN THE COOK STRAIT REGION IN THE 1830s

1.20 Ngati Toa Rangatira consider that by the mid-1830s they held a powerful and unique strategic position in the Cook Strait region, which was largely founded on their occupation of key locations on both sides of Cook Strait (particularly Kapiti island); the tremendous mana of Te Rauparaha; a complex network of customary relationships with other iwi; and the virtual monopoly Ngati Toa Rangatira held over access to European goods and coastal trade in the Cook Strait district.

1.21 At 1840 the iwi consider they exercised tino rangatiratanga as tangata whenua over the lands they occupied. They have maintained noho tuturu/ahi-ka-roa (long occupation), established take whenua (rights to the land), and other customary rights, that have formed the basis of the iwi tino rangatiratanga over the lands.

1.22 According to Ngati Toa Rangatira tradition the northern most point of the Ngati Toa Rangatira rohe is Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses Te Moana o Raukawa. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast.

1.23 Te Moana o Raukawa was, and still is, a site of great cultural and historical significance. This area represented an environment with great potential and opportunity for expansion; this allowed the iwi to revitalise their identity, which was largely shaped by the material conditions of Te Moana o Raukawa.

SIGNIFICANT PLACES AND WAHI TAPU

1.24 In the North Island, Ngati Toa Rangatira's principal kainga were located at Ohariu, Porirua, Kapiti Island and other locations on the Horowhenua coast. Other significant settlement sites included: Kahu o te Rangi, Rangatira, Taepiro, Wharekohu and Waiorua on Kapiti Island; the offshore islands of Motungarara and Tohoramaurea; the island of Te Mana o Kupe ki Aotearoa; settlements on the Kapiti coast and hinterland including Te Uruhi; the settlements of Wainui and Whareroa; and further south, several pa at Pukerua.

1.25 Closer to Porirua there were settlements at Te Onepoto, Te Kahikatoa, Te Neke, Kaiaua, Onehunga, and Kaitawa at Whitireia; Motukaraka pa and Mataitaua pa at Pauatahanui; settlements and pa at Taupo pa and Hongoeka; and around Te Awarua o Porirua (Porirua Harbour) were Takapuwahia and Kenepuru.

1.26 The maunga Tapuae o Uenuku was important to Ngati Toa Rangatira because it was a visual link between the iwi on either side of Te Moana o Raukawa; it could be seen from Kapiti and as such, was a constant reminder of the extent of the Ngati Toa Rangatira rohe and, from Kapiti, the lands and people of Te Tau Ihu. It was also important to Ngati Toa Rangatira as a navigational aid, being visible from as far away as Cape Terawhiti, another site of significance to Ngati Toa Rangatira.

1.27 In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and Te Hoiere (the Pelorus Sounds. Ngati Toa Rangatira had pa and settlements in Te Hoiere

at Canon point, Te Akaroa and Port Ligar; at Totaranui; on Arapaoa Island were pa and kainga at Onaukau Bay and Wharehunga Bay. In what is now known as Port Underwood, Ngati Toa Rangatira had pa in Whangataura Bay and Whataroa Bay.

1.28 There were a number of pa and kainga in the Wairau and at Tuamarina. Ngati Toa Rangatira used the various resources on the coast on a seasonal basis, and made regular visits to Kaparatehau (Lake Grassmere) to hunt and gather the abundant resources available there. Urupa and wahi tapu were located on the western and north eastern sides of the lake.

1.29 Spiritually and historically Te Tau Ihu was and still is of great significance to Ngati Toa Rangatira due to the efforts of their tupuna to occupy that land, and the lives which were lost during the subsequent engagements. In the south several places had particular significance due to the events that took place there. Kaiapoihia pa was located on a peninsula between modern-day Woodend and Waikuku. In 1830 Te Pehi Kupe and others were killed at Kaiapoihia and, in retaliation, Ngati Toa Rangatira attacked the pa in 1832 and brought about its downfall as utu for his death.

1.30 The Kaikoura region became significant to Ngati Toa Rangatira following two battles which also took place there in 1830 and again in 1832.

1.31 Ngati Toa Rangatira used the rivers, streams and maunga within their rohe in accordance with tikanga. These lands, waterways and harbours were of cultural, spiritual, historical and traditional significance. To Ngati Toa Rangatira, the lands, lakes, rivers and harbours within their rohe were taonga. Their history and relationship with these resources is still one of the foundations of their identity, cultural integrity, wairua, tikanga and kawa.

1.32 Ngati Toa Rangatira used the resources of their lands, the flora and fauna within their rohe, which provided food, shelter, and economic resources. Boundaries, settlements, wahi tapu and other sites of significance represented and maintained their mana, and were also fundamental to their culture, spirituality and identity.

WAITANGI TRIBUNAL

1.33 Generations of Ngati Toa Rangatira have sought redress for the many breaches of the Treaty of Waitangi by the Crown. From 1840, Ngati Toa Rangatira has made claims, petitions, submissions and taken action to seek redress for Treaty breaches.

1.34 Consistent with that approach, Ngati Toa Rangatira filed claims with the Waitangi Tribunal, to have their grievances heard, reported on and acknowledged. In 1986, fourteen Ngati Toa Rangatira individuals lodged the Ngati Toa Rangatira Comprehensive Tribunal Claim, Wai 207, on behalf of the iwi. The claim covered Ngati Toa Rangatira's traditional rohe and included areas from Whangaehu in the north east to the Tararua Ranges, south to Turakirae Heads, across Cook Strait to Kaikoura, and then west to Arahura.

1.35 The original Ngati Toa Rangatira claimants were Akuhata Wineera, Ruta Rene, Ramari Wineera, Wikitoria Whatu, Harata Solomon, Ruihi Horomona, Ariana Rene, Pirihira Hammond, Matuaiwi Solomon, Hautonga Te Hiko-Love, Ringi Horomona, Rangi Wereta, Manu Katene and Tiratu Williams.

1.36 Of these original claimants who lodged Ngati Toa Rangatira's claim almost thirty years ago, Tiratu Williams is the only claimant still alive today.

1.37 Because the area covered by Ngati Toa Rangatira's claims is so extensive it is covered by three separate Waitangi Tribunal districts of inquiry:

1.37.1 the Wellington/Port Nicholson Block District Inquiry, Wai 145;

1.37.2 the Northern South Island Inquiry/Te Tau Ihu, Wai 785; and

1.37.3 the Porirua ki Manawatu District Inquiry, Wai 2200.

The Wellington/Port Nicholson Block District Inquiry

1.38 The Waitangi Tribunal Inquiry into Te Whanganui a Tara me ona Takiwa took place between 1991 and 1999.

1.39 Ngati Toa Rangatira claimed among other matters that:

1.39.1 the Crown's actions were in breach of the Treaty of Waitangi in respect of the Crown's unjustified strategy and campaign (both military and political) to crush Ngati Toa Rangatira resistance to land alienation and to Crown policies, to weaken the influence of Ngati Toa Rangatira and their chiefs, and cause division within the iwi; and that

1.39.2 this campaign included an unjustified and spurious declaration of martial law, the illegal capture of Te Rauparaha and others, and the acquisition of Ngati Toa Rangatira lands and interests under duress.

1.40 The Waitangi Tribunal's Te Whanganui a Tara me ona Takiwa: Report on the Wellington District was released in 2003. The Tribunal found:

1.40.1 at 1840, Ngati Toa Rangatira had ahi ka rights within the Port Nicholson block at Harataunga and parts of the south-west coast;

1.40.2 Ngati Toa Rangatira's take raupatu put them in a position to further establish ahi ka over those lands within the Port Nicholson block where no other group had ahi ka; and

1.40.3 that Ngati Toa Rangatira retained their interests by take raupatu in an area of 120,626 acres in the Port Nicholson block which the Crown granted to the New Zealand Company in 1848 and which the Tribunal considered were never sold by Maori, nor were they paid for them.

1.41 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira in the Wellington District. In particular, Ngati Toa Rangatira note the following Tribunal breach findings:

1.41.1 the 1839 Port Nicholson deed of purchase was invalid and conferred no rights on the New Zealand Company or those to whom the company subsequently purported to on-sell part of such land;

1.41.2 the Crown failed to act reasonably and in good faith and failed to protect the customary interests of Ngati Toa Rangatira in and over the Port Nicholson block and, in particular, Harataunga, during the process by which the Port Nicholson block lands were alienated out of Maori ownership; and that

1.41.3 the Crown failed adequately to recognise, investigate, or take into account the full scale and nature of Ngati Toa Rangatira's interests in the Port Nicholson block area and failed adequately to compensate Ngati Toa Rangatira for their loss of such interests or to ensure that they gained an equitable interest in the rural and urban tenths reserves which were created for Maori benefit in the Port Nicholson block.

1.42 The Tribunal considered that Ngati Toa Rangatira were entitled to compensation for their exclusion from any interest in the "tenths" reserves.

Te Tau Ihu o te Waka a Maui Inquiry

1.43 The Waitangi Tribunal Inquiry into Te Tau Ihu o te Waka a Maui took place between 2000 and 2004.

1.44 Ngati Toa Rangatira claimed among other matters that:

1.44.1 the Crown pursued a deliberate policy of intervention which had the effect and purpose of undermining the traditional leadership of the iwi, the disruption of traditional balances of power in the area, and the dislocation of social relationships between iwi; and

1.44.2 as a result of Crown intervention Ngati Toa Rangatira were forced from their lands and dislocated from their resources, and these lands and resources, once under management of the Crown became damaged, depleted and polluted.

1.45 The Waitangi Tribunal's *Te Tau Ihu a Te Waka a Maui*: Report on Northern South Island Claims was released in 2008. Ngati Toa Rangatira record that the Tribunal found Te Rauparaha and Ngati Toa Rangatira were the overall leaders of the taua which invaded Te Tau Ihu, and the main conquerors of the Wairau, Karauripe (Cloudy Bay), and Kaituna to Te Hoiere area. Ngati Toa Rangatira also record that the Tribunal reported that for Governor Grey, purchasing land went hand in hand with his wider strategic goal of breaking Ngati Toa Rangatira's dominance of the Cook Strait region.

1.46 The Tribunal concluded that the Crown breached the Treaty of Waitangi and its principles in a number of ways in its relations with Ngati Toa Rangatira. In particular Ngati Toa Rangatira note the following issues about which the Tribunal found breaches:

1.46.1 the Crown's seizure of Te Rauparaha in 1846, and his subsequent detention were in serious breach of the Treaty of Waitangi and its principles;

1.46.2 the great majority of rights holders in the Wairau were not consulted about the Crown's purchase of this district in 1847, did not consent to it, were never paid for it, and were deprived of their tino rangatiratanga in this district;

1.46.3 in respect to the Wairau purchase, Ngati Toa Rangatira were subject to coercive pressure that amounted to duress, which was an absolute and deliberate breach of the Treaty of Waitangi;

1.46.4 in respect to the Nelson Tenths, the Native Land Court process was inadequate and the evidence also suggests that the presiding Judge's preconceptions influenced his decision. Ngati Toa Rangatira were wrongly denied a share in the tenths;

1.46.5 The Governor exploited important Maori customs to obtain the vast Waipounamu purchase from Ngati Toa Rangatira in 1853. This was described as "an ohaaki within the context of a poroporoaki." The Tribunal concluded that in negotiating this transaction senior Crown officials exploited Ngati Toa Rangatira's need to reassert their leadership in the wake of their disastrous loss of mana in 1846-1847 when the Crown abducted and detained Te Rauparaha. The Tribunal also concluded that the Governor should not have exploited the emotions of Ngati Toa Rangatira making farewell statements to him on the eve of his departure from New Zealand to pressure them into a massive land sale;

1.46.6 The Crown failed to ensure that Ngati Toa Rangatira in Te Tau Ihu were left with sufficient land holdings; and as a direct result of Crown purchasing Ngati Toa Rangatira in Te Tau Ihu suffered widespread landlessness.

Ngati Toa Rangatira's Southern Interests

1.47 Following its Te Tau Ihu inquiry the Waitangi Tribunal presented some conclusions about the extent of Ngati Toa Rangatira's southern interests in its 2007 report, *Te Tau Ihu o te Waka a Maui: Preliminary Report on Te Tau Ihu Customary Rights in the Statutory Ngai Tahu Takiwa*. In particular, Ngati Toa Rangatira record the following findings from this report:

1.47.1 Ngati Toa Rangatira had customary rights in the area between Parinui o Whiti and Waiau-toa in the 1840s which overlapped with those of other iwi;

1.47.2 there was a Ngati Toa Rangatira latent right which the Crown foreclosed when it purchased their interests in the eastern side of Te Waipounamu as far south as Kaiapoi in 1847; and

1.47.3 the Crown deliberately and cynically exploited the custom of utu when negotiating for the Wairau purchase by persuading Ngati Toa Rangatira to sell their interests as far south as Kaiapoi where their rangatira Te Pehi Kupe had been killed.

1.48 In 1990, the Maori Appellate Court considered Ngati Toa Rangatira's southern interests. Ngati Toa Rangatira record the following matters regarding the Court's decision:

1.48.1 on 12 November 1990, the Maori Appellate Court delivered a decision which effectively concluded that Ngati Toa Rangatira did not have any interests in the land acquired by the Crown in the Arahura and Kaikoura purchases at the respective dates of those deeds;

1.48.2 Ngati Toa Rangatira wanted to appeal this decision to the Privy Council but were denied leave to appeal;

1.48.3 Ngati Toa Rangatira consider that their southern interests were ignored in this legal process, and have felt a great sense of grievance about it ever since.

1.49 Further, Ngati Toa Rangatira believe the findings of the Maori Appellate Court have meant that Ngati Toa Rangatira have been unfairly prejudiced with regard to the manawhenua over land within the takiwa.

1.50 Ngati Toa Rangatira note the Waitangi Tribunal stated, "[w]e also agreed with the argument of the Te Tau Ihu claimants that they will be further prejudiced by the statutory definitions based on the Maori Appellate Court's findings, if this should mean that their claims in the northern part of the takiwa are rejected outright, when they come to negotiate their own settlement. Te Tau Ihu iwi have lost the ability to recover their interests in lands which have vested in Ngāi Tahu as a result of earlier Crown settlement and, consequently, we strongly recommend that the Crown take urgent action to ensure that these breaches do not continue."

1.51 Ngāi Tahu then brought a fresh proceeding in the High Court, which alleged that by virtue of the Ngāi Tahu claims settlement legislation, the Waitangi Tribunal did not have jurisdiction to make findings in respect of Ngati Toa Rangatira's interests in the takiwa. Ngati Toa Rangatira again felt forced to defend its position in the High Court and were successful in doing so. Ngāi Tahu appealed the High Court decision, but withdrew it on the day its submission was due in the Court of Appeal.

NEGOTIATIONS

1.52 Ngati Toa Rangatira gave Te Runanga O Toa Rangatira Incorporated (**Te Runanga**) a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in May 2005.

1.53 The Crown recognised the mandate on 2 November 2005.

1.54 Te Runanga and the Crown:

1.54.1 by terms of negotiation dated 24 September 2007, agreed the scope, objectives, and general procedures for the negotiations; and

1.54.2 by letter of agreement dated 11 February 2009, agreed in principle, that Ngati Toa Rangatira and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and

1.54.3 since the letter of agreement, have negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.55 Ngati Toa Rangatira have, since the initialling of the deed of settlement, by a majority of:

1.55.1 98.7%, ratified this deed and approved its signing on their behalf by Te Runanga; and

1.55.2 91.6%, approved the governance entity to receive the redress.

1.56 Each majority referred to in clause 1.55 is of valid votes cast in a ballot by eligible members of Ngati Toa Rangatira.

1.57 The governance entity was established, including for the purpose of entering into and receiving redress under this deed of settlement, by deed of trust dated 4 December 2012.

1.58 The Crown is satisfied:

1.58.1 with the ratification and approvals of Ngati Toa Rangatira referred to in clauses 1.55.1 and 1.55.2;

1.58.2 with the establishment and purpose of the governance entity referred to in clause 1.57; and

1.58.3 with the governance entity being appropriate to receive the redress.

AGREEMENT

1.59 Therefore, the parties:

1.59.1 in a spirit of co-operation and compromise and with an open and honest intent, wish to enter into this deed settling the historical claims; and

1.59.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

The Crown's acknowledgement and apology to Ngati Toa Rangatira in part 3 are based on this historical account.

Introduction

2.1. In the early 1820s, following a protracted period of conflict in their homeland of Kawhia, Ngati Toa Rangatira were in danger of conquest by neighbouring iwi. Ngati Toa Rangatira leaders, particularly Te Rauparaha and Te Peehi Kupe, decided to leave Kawhia and led their people on a number of heke south, first to northern Taranaki, and then to the Kapiti Coast. Here they re-established themselves and sought to revitalise their iwi and to benefit from potential trade with the Pakeha.

2.2. The key event marking the establishment of Ngati Toa Rangatira in the Cook Strait area was the battle of Whakapaetai or Waiorua on Kapiti Island in 1824. The victory at Waiorua also enabled Ngati Toa Rangatira and allied tribes to establish themselves and undertake further migrations from the Kapiti Coast into the Wellington and Hutt Valley districts and across the Cook Strait into Te Tau Ihu (northern South Island).

2.3. The battle restored and enhanced the mana of Ngati Toa Rangatira and also that of Te Rauparaha who was credited as the prime mover of the heke and the main war leader of the Kawhia-Taranaki forces. Waiorua was followed a few years later by the invasion of the northern South Island by Ngati Toa Rangatira and its allies under the overall leadership of Te Rauparaha. Six heke, or campaigns, can be identified in Te Tau Ihu and down the East and West Coasts of the South Island between the period of 1827-1832.

The Ngati Toa Rangatira rohe

2.4. According to Ngati Toa Rangatira traditional history, at 1840 the iwi exercised tino rangatiratanga as tangata whenua over the lands they occupied. The main areas of Ngati Toa Rangatira occupation in the North Island were the lands on the south-west coast of Wellington at Ohariu, Porirua, Kapiti Island and at locations on the Horowhenua coast. In Te Tau Ihu the main areas of occupation were the Wairau, Port Underwood and the Pelorus Sounds.

2.5. It is Ngati Toa Rangatira tradition that their rohe extended well beyond these settlement regions. The northern most point of the Ngati Toa Rangatira rohe is considered to be Whangaehu; in the North Island it extends eastwards to Turakirae Heads and encompasses the Cook Strait. In the South Island, the Ngati Toa Rangatira rohe includes all of Te Tau Ihu; its southernmost point on the West Coast is the outlet of the Arahura River and Kaikoura on the Eastern Coast. Ngati Toa Rangatira used the rivers, streams and Maunga within their rohe in accordance with tikanga.

Ngati Toa Rangatira's position in the Cook Strait region in 1840

2.6. In the 1830s, the Cook Strait region became a centre of the whaling industry. Whaling stations were established at, among other places, Titahi Bay, Paremata, Kapiti Island, Te Awaiti in the Tory Channel and at Port Underwood in Cloudy Bay. The flax trade along the lower west coast of the North Island and in the top of the South Island was also important.

2.7. From Kapiti Island Ngati Toa Rangatira expanded into and adapted to the new world of contact with Europeans, and the iwi further developed and flourished.

2.8. Ngati Toa Rangatira established connections with whalers and other maritime traders to their economic and technological advantage. By 1840 Ngati Toa Rangatira held a dominant economic and political position in the Cook Strait region, a situation largely founded on their virtual monopoly of access to European goods and coastal trade in the Cook Strait district. By 1840 Ngati Toa Rangatira were economically prosperous.

The New Zealand Company

2.9. The New Zealand Company was a private land company formed in London in May 1839 to establish settlements in New Zealand. Shortly after its formation, representatives were dispatched to purchase land in the Cook Strait region. It wished to purchase land before the British Government acquired sovereignty and established the sole right to purchase Maori land (pre-emption).

The Kapiti Deed 1839

2.10. On 25 October 1839, representatives of the New Zealand Company entered into a deed at Kapiti Island with a number of leading Ngati Toa Rangatira chiefs including Te Rauparaha and Te Rangihaeata. The Kapiti deed purported to purchase an area of approximately 20 million acres between Taranaki and North Canterbury.

2.11. The deed was written only in English and the oral translation provided by the Company did not accurately convey to the Chiefs its meaning and effect. The boundaries of the purchase were described by degrees of latitude. A chart of New Zealand was shown to the Chiefs, together with a smaller plan showing the shores of the North and South Islands and Cook Strait. The area covered by the deed was not described in a sketch plan.

2.12. The New Zealand Company also entered into two other deeds (the Port Nicholson and Queen Charlotte deeds) with other Maori, at or around this time, in an attempt to purchase enormous areas of land in both the North and South Islands. Those deeds included land the Company purported to have purchased in the Kapiti deed.

The Treaty of Waitangi 1840

2.13. In 1840 the Crown sought to acquire sovereignty over New Zealand through the signing of a treaty with Maori. Lieutenant Governor William Hobson attached particular importance to obtaining the signature of Te Rauparaha to the Treaty of Waitangi. Hobson had been told that Te Rauparaha exercised 'absolute authority over all the southern parts of this Island', and believed that Te Rauparaha's signature would 'secure to her Majesty the undisputed right of sovereignty over all of the southern districts'.

2.14. Te Rauparaha signed the Treaty of Waitangi twice - once at Otaki on 14 May 1840 and a second time on board a naval ship off Mana Island on 19 June 1840. Other Ngati Toa Rangatira leaders including Nohorua, Te Rangihaeata, Matene Te Whiwhi, Tamihana Te Rauparaha, Topeora (Te Rangihaeata's sister) and Te Rau-o-te-rangi (Kahe) also signed the Treaty of Waitangi in 1840. Topeora and Te Rau-o-te-rangi were two of only five women to do so. The signings were conducted at Port Nicholson, Otaki, Cloudy Bay, and Kapiti.

The Spain Inquiry, Wellington and Nelson

2.15. On 30 January 1840, Lieutenant Governor Hobson proclaimed that only land titles derived from the Crown would be recognised and that a Land Claims Commission would be established to investigate the validity of purchases entered into by Europeans before 14 January 1840.

2.16. In November 1840, the British Government agreed to grant the New Zealand Company four acres for every pound the Company had spent on colonisation, including the purchase of land. The British Government also, however, required the Land Claims Commission to inquire into the equity of the Company's claims before any title would be granted to the Company.

Port Nicholson Inquiry

2.17. William Spain was appointed a Lands Claims Commissioner by the British Government in January 1841. He arrived in New Zealand in December of that year and in May 1842 commenced hearings of the New Zealand Company's claim to have purchased land around Port Nicholson. Spain was instructed to ensure that a Protector of Aborigines was present at his hearings to represent and protect Maori interests.

2.18. The evidence presented to Spain's inquiry quickly revealed serious flaws in the Company's transaction. The Company then proposed to make additional payments to Maori to complete its purchases. The Crown agreed and directed Spain to supervise negotiations between two referees, one appointed by the New Zealand Company and one (the Protector of Aborigines) appointed to negotiate on behalf of Maori. In the event the referees could not agree, Spain was to determine the amount of compensation the Company should pay to complete its purchases. Negotiations broke down by April 1843 and did not resume until the following year.

2.19. On 12 September 1843, Spain issued a preliminary report concluding that the greater portion of the land claimed by the Company at Port Nicholson and north to Wanganui had not been alienated and that Maori had not consented to the alienation of their pa cultivations and burial grounds.

2.20. In February and March 1844, the Company and the Protector of Aborigines negotiated a series of 'deeds of release' in order to complete the Company's purchase of land in and around Port Nicholson. The boundaries of the land transacted by the Deeds of Release had not previously been surveyed. The schedules attached to the deeds set out which lands containing 71,900 acres would be covered by the deeds. The deeds of release did not list all of the land that was covered by the 1839 Port Nicholson Deed.

2.21. Ngati Toa Rangatira did not join with the other Maori who signed these deeds. On 8 and 9 March 1844, Commissioner Spain and the Protector of Aborigines met with Ngati Toa Rangatira chiefs at Porirua, but were unable to persuade them to sign any deed of release in respect of their interests in the Port Nicholson block and, in particular, the Hutt Valley. Ngati Toa Rangatira were offered £300 compensation in respect of these interests and a further £100 as compensation for the crops planted in the Hutt Valley by allies acting with or under the direction of Te Rangihaeata and Te Rauparaha. Commissioner Spain also assured Ngati Toa Rangatira that they would have a share of the reserves created by this transaction. Te Rauparaha, however, refused to accept any payment that included the Hutt Valley north of Rotokakahi, saying that this land would be retained by Maori.

2.22. On 21 March 1844, Crown officials reported that Maori in the Hutt Valley had been observed cutting a boundary line at Rotokakahi to the eastern Hutt hills on Te Rauparaha and Te Rangihaeata's instructions. Ngati Toa Rangatira's intention was to mark the boundary between the area in the Hutt Valley that Ngati Toa Rangatira considered had been alienated to Europeans and the area remaining in Maori ownership. It is Ngati Toa Rangatira's view that the Rotokakahi line signalled there would be no further land sales north of the boundary.

2.23. In 1844, Spain directed the survey of what he understood to be the boundaries of the block described in the 1839 Port Nicholson deed. This survey extended the boundary to the south-west coast to include Ohariu and Makara, part of the rohe of Ngati Toa Rangatira. The effect was that additional land was added to the purchase area so that the Port Nicholson block now encompassed 209,247 acres.

2.24. In November 1844, following a meeting with Governor Fitzroy at Waikanae, Te Rauparaha accepted and was paid £400 compensation for the 'surrender' of Ngati Toa Rangatira interests in Harataunga (the Hutt Valley). The receipt for the payment did not define the boundaries of Harataunga. Nor did it provide any reserves. Te Rangihaeata only agreed to receive a share of this money in March 1845. He did not regard this payment as extinguishing the rights of his allies and relations from other iwi who remained in the Hutt.

2.25. The Crown subsequently treated all of the land in the district covered by the 1839 Port Nicholson deed as if title to it had been extinguished by the Deeds of Release and the receipt signed with Ngati Toa Rangatira.

2.26. Commissioner Spain's final report in 1845 recommended that the New Zealand Company was entitled to a Crown grant at Port Nicholson of 71,900 acres, but excluding pa, burial grounds and cultivations and 'Native Reserves' made up of country and town sections ('tenths' reserves). In July 1845, Governor Fitzroy offered a grant to the New Zealand Company on the terms recommended by Commissioner Spain.

2.27. The New Zealand Company rejected Fitzroy's Crown grant in February 1846 because it provided for the retention by Maori of their pa and cultivations on sections already purchased from the Company by settlers.

2.28. On 27 January 1848 Governor Grey signed a new grant to the New Zealand Company for the Port Nicholson block. The new grant was for 209,247 acres, excepting lands reserved for Maori. This grant encompassed the entire Port Nicholson block, and was a much larger area than that earlier offered to the Company by Governor Fitzroy in 1845 (71,900 acres). The 1848 grant was accepted by the Company.

2.29. Ngati Toa Rangatira consider that the 1848 Crown grant to the New Zealand Company included land in which they had not sold their interests. Ngati Toa Rangatira maintain that the November 1844 receipt related only to their interests in Harataunga and, therefore, they were not fully compensated for the entirety of their interests included within the area granted to the New Zealand Company in 1848.

2.30. In 1850 the New Zealand Company went out of business and all its land in New Zealand passed to the Crown.

Nelson Inquiry

2.31. In late 1841 the New Zealand Company, under the leadership of Captain Arthur Wakefield, established its Nelson settlement at Whakatu in Tasman Bay. At this time,

Commissioner Spain had yet to inquire into the Company's claims in Te Tau Ihu. The arrival of settlers at Nelson in 1842 placed pressure on the Crown to resolve the Company's land claims.

2.32. On 19 August 1844, in Nelson, Spain commenced a hearing into the Company's claim to have purchased extensive areas of the northern South Island. Spain's inquiry was very short. It was adjourned on the third day and moved to arbitration in response to an offer by a Company representative to pay further compensation to resident Maori.

2.33. At the conclusion of the arbitration negotiations in Nelson in August 1844, Spain delivered an oral decision (later confirmed in his final report to Governor Fitzroy in March 1845). Spain advised resident Maori that he would not have awarded any further compensation because the lands were purchased previously by the Company from Te Rauparaha and others at Kapiti, and through the extra payment by way of presents delivered from Captain Wakefield. Spain was of the view that the goods given in payment at Kapiti, when combined with the presents subsequently given by the Company to Maori resident in Te Tau Ihu, and the £800 compensation now offered, meant that the price paid was a high one.

2.34. Spain concluded that Ngati Toa Rangatira had not intended to sell the Wairau and recommended that no land grant be issued to the Company in this district. However, Te Rauparaha and Te Rangihaeata had testified before Spain at Otaki in April 1843 that they had intended to sell Taitapu and Wakatu. Spain appears to have understood the reference to Taitapu to refer to all of Golden Bay (rather than a block of land on the western side) and Wakatu to have encompassed all of Tasman Bay (rather than just the area around the Nelson settlement). Accordingly, he recommended that the Company receive a grant of 151,000 acres in the districts of Nelson, Waimea, Moutere, Motueka and Golden Bay.

Porirua District

2.35. Commissioner Spain's final report on the Company's claims concluded that the district of Porirua had not been purchased pursuant to the Kapiti deed. The Company did not receive a Crown grant in this district and the area remained customary Maori land.

The tenths reserves - Wellington and Nelson

2.36. The Company's original Port Nicholson colonisation plan provided for one in every ten sections which the Company disposed of to be reserved for Maori. The location of these 'tenths reserves' was to be decided by lottery. The Company anticipated that they would increase in value as a result of European settlement, and that this would constitute the real consideration Maori received for their land.

2.37. The Company's Port Nicholson deed provided for tenths reserves, but the Queen Charlotte and Kapiti deeds did not. The Kapiti deed provided for the Company to select and hold 'suitable and sufficient' reserves in trust 'for the future benefit of the said chiefs, their families, tribes and successors, forever'. Native reserves were established in Wellington and Nelson in the 1840s that later became known as 'tenths' reserves.

2.38. The tenths reserves were administered as a general endowment for Maori and funds from the reserves were spent in social and economic areas. The determination of the beneficiaries of the Wellington and Nelson tenths reserves was delayed for several decades until the 1880s and 1890s. In 1888, the Public Trustee made separate

applications to the Native Land Court to determine those beneficially interested in the Wellington and Nelson tenths.

2.39. The Wellington tenths case was heard by the Native Land Court in 1888, presided over by Judge Mackay. Ngati Toa Rangatira did not make a claim before the court and therefore did not receive a share. The Judge remarked, however, that Ngati Toa Rangatira were the only other group 'who would have been justified in making a claim to the territory sold ... in 1839'.

2.40. The Nelson tenths case was heard at Nelson in 1892, also presided over by Judge Mackay. A number of groups brought claims seeking an allocation of beneficial interests in the Nelson tenths. When the case opened, Hohepa Horomona stated that he appeared for a 'section of the Ngati Toa' and other iwi. Hohepa asked for an adjournment of the hearing to allow them time to prepare their case because 'only a short notice had been given of the intention to proceed with the case'. This request was apparently refused since the Court went straight on with the hearing.

2.41. Three witnesses from another iwi presented evidence over the first four days of the hearing. The judge then asked some of the claimants to prepare lists of owners in order to 'consolidate the business before the Court'. However Ngati Toa Rangatira were not included in this request. The Judge also decided that iwi who had not yet presented their case could only have one witness each.

2.42. Although no separate Ngati Toa Rangatira case was put forward Hohepa Horomona was able to cross-examine other witnesses. One rangatira cross examined by Hohepa made a number of references to Ngati Toa Rangatira's presence in the Nelson district. These references to the presence of Ngati Toa Rangatira in the Nelson district were recorded in minutes of the 1892 Nelson Tenths Case written in Te Reo. However, such references do not appear in the judge's notes for this case that were written in English. Ngati Toa Rangatira consider that this contributed to a result that was unfair to Ngati Toa Rangatira.

2.43. The Native Land Court decided that 'the hapus who took part in the conquest under Te Rauparaha who did not occupy the land within the Nelson settlement up the year 1840 lost their right to it'. The Ngati Toa Rangatira claim to beneficial interests in the Nelson tenths was therefore dismissed. Ngati Toa Rangatira consider that they were wrongly denied a share in the tenths.

2.44. Ngati Toa Rangatira continue to be excluded as beneficiaries of the tenths. This has meant that, unlike other iwi, Ngati Toa Rangatira have been unable to benefit from the increase in value of the lands with the economic development of the region, as was contemplated by the establishment of 'tenths' reserves.

Conflict in the Wairau over land in 1843

2.45. In December 1842 New Zealand Company officials went to the Wairau Valley to investigate land for rural sections for its settlers. At this time no land had been granted to the New Zealand Company in Te Tau Ihu. In January 1843 the Ngati Toa Rangatira chief Nohorua, who lived at Cloudy Bay, went to Nelson to inform Arthur Wakefield that the Company could not have the Wairau.

2.46. The Wairau surveys began in April of 1843. On 12 May Te Rauparaha and Te Rangihaeata asked Commissioner Spain to intervene and stop the New Zealand Company surveys at the Wairau.

2.47. On 28 May 1843 Joseph Thoms took his schooner *The Three Brothers* across Cook Strait where he collected Te Rauparaha, Te Rangihaeata and about twenty five other Ngati Toa Rangatira people and transported them to Ocean Bay in Port Underwood. Ngati Toa Rangatira were expecting Commissioner Spain to arrive there, but when he did not do so they decided to go directly to the Wairau. En route to Wairau they were joined by Nohorua, Rawiri Puaha and their people from Cloudy Bay.

2.48. Ngati Toa Rangatira arrived at Cloudy Bay on 1 June 1843 while the New Zealand Company surveys were still being carried on. On 2 June Ngati Toa Rangatira told a Company surveyor that he had to leave, and then set fire to a hut he had built, his wooden survey poles and the wooden frames of his tent. The survey party was not harmed, nor were their personal possessions. The same thing happened with the other two New Zealand Company survey parties. Most of the surveyors then returned to Nelson. The Ngati Toa Rangatira party, of about one hundred people including women and children, then laid down cultivations and gathered pipis from the river.

2.49. Ngati Toa Rangatira still expected Commissioner Spain to come and see them and resolve the question of ownership of the Wairau. A surveyor was told by Maori on 14 June 1843 that 'news had arrived at Port Underwood that Mr Spain was coming over to Cloudy Bay in a fortnight's time to settle the Wairoo [sic] land question'.

2.50. In June 1843, a party of special constables, including the Nelson police magistrate, police constables, and all the leading New Zealand Company officials of the settlement, including Arthur Wakefield, travelled to Cloudy Bay aboard the *Victoria* with an arrest warrant for Te Rauparaha and Te Rangihaeata for the crime of arson. When the *Victoria* arrived at Cloudy Bay on 16 June, Ngati Toa Rangatira assumed that Commissioner Spain had arrived.

2.51. After disembarking the party made their way upriver in search of Te Rauparaha and Te Rangihaeata. Three miles upriver they encountered a party of Ngati Toa Rangatira made up of Rawiri Puaha and his people from Port Underwood coming in the opposite direction. According to some accounts some members of the Nelson party threatened to shoot him. Rawiri Puaha returned to Te Rauparaha and the others to warn them about what was coming.

2.52. The party of special constables reached the main Ngati Toa Rangatira party on Saturday 17 June. They found themselves on the opposite side of the Tuamarina Stream to Ngati Toa Rangatira. The Police Magistrate, Captain Arthur Wakefield and a number of others crossed the creek, apparently unarmed. They were courteously greeted by Ngati Toa Rangatira who 'repeated the usual salutation of welcome'. Te Rauparaha said he was prepared to discuss the matter: 'I care not if we talk all night and all day tomorrow'. But he was not prepared to be arrested.

2.53. Others also became involved in the discussion, including Rawiri Puaha and Te Rangihaeata. When Te Rauparaha continued to refuse to be taken into custody, the Police Magistrate became angry. According to Te Rauparaha the Magistrate 'was in a great passion; his eyes rolled about, and he stamped his foot'. When the Police Magistrate called for the men to be brought over to arrest the chiefs a shot was fired.

2.54. The European accounts differ but suggest that this first shot was probably fired by one of the Europeans and that it was possibly an accidental discharge. The evidence of Ngati Toa Rangatira at the time was definite and unanimous: that there was an order to fire, that the first shots were fired in response to this and Maori were the first to die. On the order of Te Rauparaha and Rawiri Puaha, Ngati Toa Rangatira returned fire.

Several Europeans and Maori were killed during the exchange of gunfire, including Te Rongo, the wife of Te Rangihaeata.

2.55. The party of special constables then broke and fled up the hill with Ngati Toa Rangatira chasing them for a short distance. After an exchange of gunfire lasting for some minutes a decision was made to surrender and Wakefield and the others laid down their arms. But 'by some mistake' firing became general again. By this time many of the party of special constables had escaped. The remainder, including Arthur Wakefield, laid down their arms again and surrendered.

2.56. Those who remained behind were killed. Tamihana Te Rauparaha later wrote that his father was willing to spare the prisoners, but Te Rangihaeata was not. In total twenty-seven Europeans escaped and twenty-two were killed. Between four and nine Maori were killed in the fight.

2.57. Following the incident, and the deaths on both sides, the Wairau was made tapu. Ngati Toa Rangatira temporarily withdrew from the northern South Island, acting on the assumption that they were going to be attacked. However, in 1844 Governor Fitzroy announced that, while Ngati Toa Rangatira had been wrong to kill the surrendered men, the New Zealand Company and settlers were 'very greatly to blame' and no action would be taken against Ngati Toa Rangatira for the Wairau. Regardless, the Wairau incident would have long term consequences for the iwi.

1845 Governor Grey - actions to reduce Ngati Toa Rangatira power

2.58. At the beginning of 1845 the ownership of the Hutt Valley continued to be disputed between Europeans and Maori. Whilst the Crown considered that the acceptance of £400 in November 1844 by Te Rauparaha and in March 1845 by Te Rangihaeata had settled all Maori claims in the Hutt Valley, Te Rangihaeata did not regard this payment as extinguishing the rights of other groups who remained in the Hutt, and for whom Ngati Toa Rangatira felt responsible.

2.59. Between November 1844 and May 1845 Crown officials and Te Rauparaha unsuccessfully attempted to persuade the other iwi to leave the Hutt Valley. Te Rangihaeata, who supported the claims of the other iwi, advocated they be given land elsewhere in the valley. The Crown rejected Te Rangihaeata's proposal and did not accept that the iwi residing in the Hutt Valley had rights independent of Ngati Toa Rangatira.

2.60. In 1845 the British Government replaced Fitzroy as Governor with George Grey. In July 1845 the British Government directed Governor Grey to assist the New Zealand Company secure the land it required for its settlers in the lower North Island and upper South Island. The Governor was secretly authorised by the Colonial Office to spend up to £10,000 on the purchase of Maori land for New Zealand Company settlers. In February 1846 Governor Grey arrived in Wellington with substantial military forces.

2.61. During the course of 1846 and 1847, the senior Ngati Toa Rangatira chiefs, Te Rangihaeata, and subsequently Te Rauparaha, became primary targets in a Crown campaign of political and military action aimed at reducing the power and influence of Ngati Toa Rangatira and some of their allies. The Crown saw this as necessary for the successful colonisation of the middle of New Zealand and the establishment of the Crown's political authority.

2.62. In February 1846 tensions between the Crown and Ngati Toa Rangatira rose when the Crown sent military forces into the Hutt Valley in an effort to evict the iwi supported by

Ngati Toa Rangatira from the disputed lands. After one group of Maori left the disputed area, Europeans plundered their abandoned homes and Crown military forces subsequently burnt their pa and church. In retaliation Maori plundered nearby settler homes. In the midst of these events Te Rangihaeata wrote to Governor Grey repeating his earlier request for a portion of the Hutt Valley to be set aside for Maori.

2.63. Between 3 and 12 March 1846 the Crown placed a large area in the lower North Island under martial law as it sought to establish its authority. Prior to the proclamation the Crown Prosecutor objected that any declaration of martial law would be illegal because Hutt Valley Maori were entitled to retain their cultivations. However, on the basis of advice from the Supreme Court Judge, Governor Grey decided to proceed.

2.64. By April 1846 Governor Grey had developed a strategy for the Crown to secure effective control of the Wellington region. The Crown would establish a garrison at Paremata on the Porirua Harbour and construct a road from Wellington to Porirua. A number of military stockades were built along the route. These were Clifford's Stockade, Middleton's Stockade, McCoy's Stockade and Leigh's Stockade. According to a Company settler, by this time Governor Grey had given an assurance to New Zealand Company officials that land would be made available for settlement at Porirua. On 20 April 1846 the Crown issued a new proclamation of martial law over the region south of Wainui and Castle Point.

2.65. In May 1846 a force primarily comprised of Maori from other iwi attacked the Crown's military outpost at Boulcott's farm in Upper Hutt. Six Crown soldiers were killed. There is no evidence to suggest that Te Rangihaeata was there, although it is likely some of his section of Ngati Toa Rangatira were involved. Nonetheless, the Superintendent of the Southern District and others believed that Te Rangihaeata was responsible. The Superintendent proposed that Te Rangihaeata's settlement at Pauatahanui be attacked.

1846 Governor Grey seizes and detains Te Rauparaha and other Ngati Toa Rangatira rangatira

2.66. After the attack on Boulcott's farm Te Rauparaha wrote to a Crown official in Wellington that he and the 'white people' were at peace and he regretted what had happened in the Hutt Valley. In June 1846 there were further skirmishes between Crown troops and Maori in Harataunga. Te Rauparaha also made an official visit to Wellington accompanied by British military escort and was well received.

2.67. Governor Grey, who was not present during Te Rauparaha's visit, soon returned from Auckland with military reinforcements. Governor Grey decided to attack Te Rangihaeata who he held responsible for the violent conflict in the Hutt Valley. However, he had become suspicious of Te Rauparaha and was not prepared to risk attacking Te Rangihaeata until he had sufficient troops to also hold Te Rauparaha 'in check' should that become necessary. On 18 July the Crown significantly extended the area under martial law. Governor Grey then decided to seize and detain Te Rauparaha and set out his intention to do so in a report to the British Government.

2.68. Governor Grey and a military force travelled by sea from Wellington to Waikanae and then to Porirua. At daybreak on 23 July a military force went ashore and seized Te Rauparaha, Wiremu Te Kanae, Hohepa Tamaihengia and two others of Ngati Toa Rangatira. Te Rauparaha had not participated in the previous fighting. Ngati Toa Rangatira's stocks of arms and ammunition were destroyed. A group of Te Rangihaeata's supporters attempted to rescue Te Rauparaha but were unsuccessful.

2.69. Te Rauparaha was detained on a naval vessel, the *Calliope*, for ten months and then under house arrest in Auckland for approximately eight months. He was finally returned to his people at Otaki in 1848. Te Rauparaha was never charged or tried for any offence.

2.70. According to a nineteenth century Ngati Toa Rangatira source, Ngati Toa Rangatira did not know why Te Rauparaha had been arrested and detained. A British Government official was concerned that there was no legal basis for Te Rauparaha's detention, and that Governor Grey was assuming powers for which there was no legal justification. Nevertheless the official thought it neither necessary nor desirable to inquire into these issues.

2.71. It has always been Ngati Toa Rangatira's view that the seizure was unjustified and a deliberate attack on his mana and designed to undermine the power of the iwi.

Military action against Te Rangihaeata

2.72. In August 1846 a Crown force attacked Te Rangihaeata's pa at Pauatahanui only to find it deserted. A section of Ngati Toa Rangatira under Rawiri Puaha briefly joined the pursuit of Te Rangihaeata from Pauatahanui up the Horokiri Valley but they did not take an active role in the fighting. The Crown's Ngati Toa Rangatira allies also provided Te Rangihaeata with supplies and intelligence.

2.73. By September 1846 Te Rangihaeata had withdrawn to the Horowhenua where the Crown did not pursue him.

2.74. On 14 October 1846 an Indemnity Ordinance was made by the Legislative Council retrospectively validating all actions carried out by military officers under the authority of martial law.

Acquisition of the Wairau Block

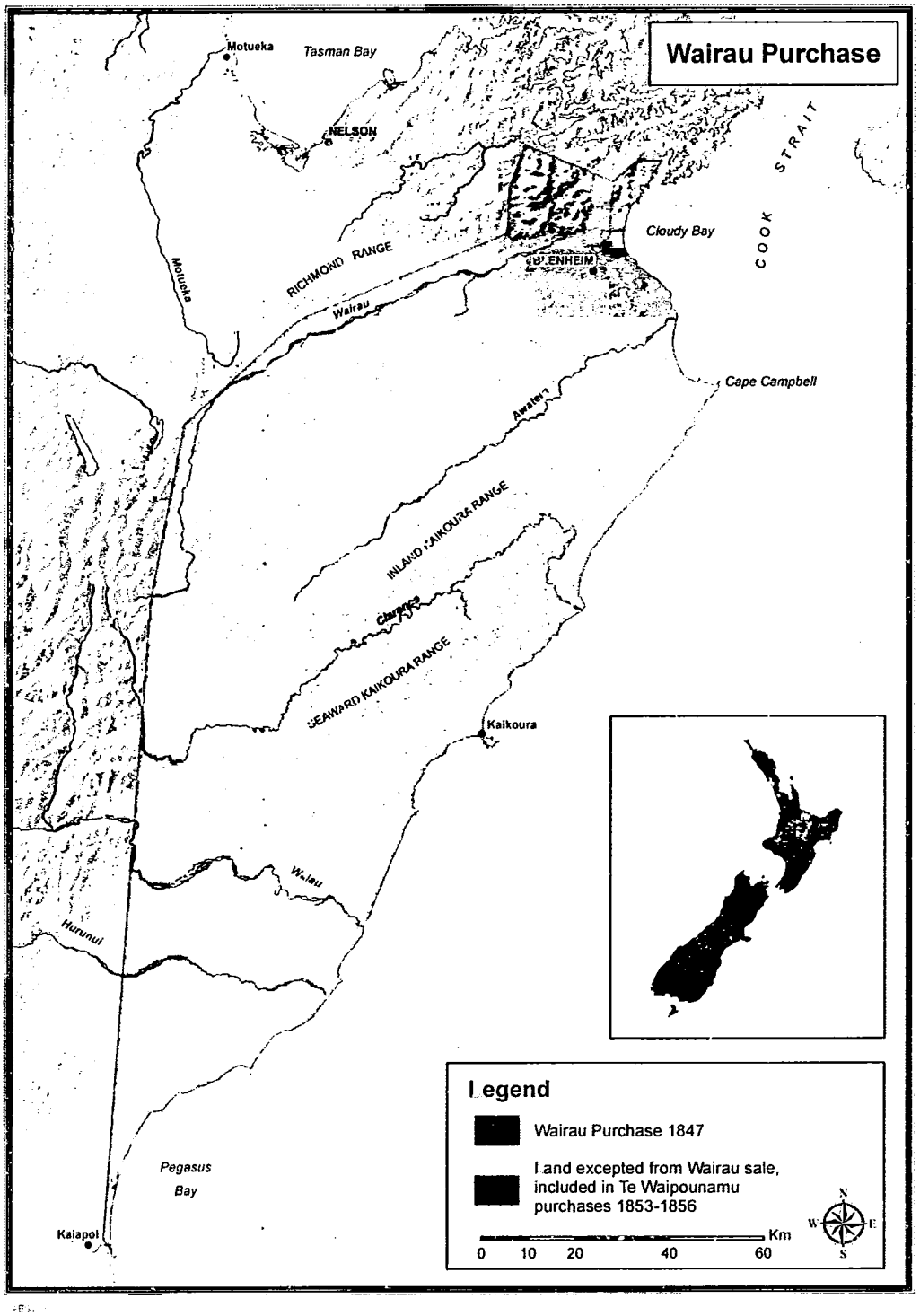
2.75. The Wairau was not included in Commissioner Spain's recommended award to the Company in 1845. In 1846 pastoralists started to drive sheep into the district. The Company wanted land in the Wairau because it was unable to satisfy its obligations to its settlers with land in the Nelson district. In November 1846 Governor George Grey, who had been instructed by the British Government to assist the Company obtain the land it needed, gave instructions for the Wairau district to be purchased. The Government was to carry out the negotiations on behalf of the Company.

2.76. In March 1847, whilst Te Rauparaha was in custody and Te Rangihaeata in exile, Governor Grey concluded the Wairau purchase for £3,000 with three young Christian rangatira of Ngati Toa Rangatira: Matene Te Whiwhi, Tamihana Te Rauparaha and Rawiri Puaha. These rangatira had interests in the land and were strongly influenced by their wish to have Te Rauparaha released from captivity. In 1848 George Clarke senior, formerly the chief protector of aborigines, wrote that the Wairau had been '*wrung* and *wrested*' from Ngati Toa Rangatira. There is no evidence that Ngati Toa Rangatira as a whole consented to this alienation. Neither Te Rauparaha nor Te Rangihaeata signed the deed.

2.77. According to a Ngati Toa Rangatira manuscript source, Ngati Toa Rangatira sold the block to the government after Governor Grey asked them to surrender the Wairau as compensation for those who were killed by Ngati Toa Rangatira at the Wairau incident in June 1843. There are also statements from other Maori in 1859 and 1860 that

suggest Governor Grey exploited traditional notions of utu by emphasising the fact that the sale was a 'payment' in return for the Wairau incident.

2.78. The Wairau deed alienated over 3 million acres of the north-eastern South Island to the Crown. The boundaries of the area 'purchased' extended from the Wairau as far south as Kaiapoi. The deed set aside a reserve in the Wairau later estimated at 117,248 acres. The boundary of the Wairau reserve was surveyed in 1851 but there is no evidence a Crown grant was issued for it. The purchase money was to be paid in five annual instalments of £600. Sir George Grey later stated that the payment was 'very trifling compared with the extent of land'.


Wairau Purchase
Motueka
Tasman Bay
NELSON
Motueka
RICHMOND RANGE
Wairau
BLENHEIM
Cloudy Bay
COOK STRAIT
Cape Campbell
Awatere
INLAND KAIKOURA RANGE
Clarence
SEAWARD KAIKOURA RANGE
Kaikoura
Waiau
Hurunui
Pegasus Bay
Kaiapoi
Legend
Wairau Purchase 1847
Land excepted from Wairau sale, included in Te Waipounamu purchases 1853-1856
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Acquisition of the Porirua Block

2.79. The Porirua transaction occurred only a few weeks after the Wairau sale and both deeds were complementary components of a single transaction. Neither Te Rauparaha nor Te Rangihaeata signed the Porirua purchase deed, nor were they invited to do so. The same chiefs who signed the Wairau deed, Tamihana Te Rauparaha, Matene Te Whiwhi and Rawiri Puaha, also signed the Porirua deed along with five others. The area alienated was from Ohariu (Makara) in the south to Wainui (Paekakariki) in the north and bounded to the east by 'the line determined by Mr Commissioner Spain for the Port Nicholson block'. This area contained at least 68,896 acres and the purchase price of £2,000 was to be paid in three annual instalments.

2.80. Three reserves totalling over 10,000 acres were retained by Maori at Porirua, the Whitireia peninsula and an area from Paremata to Paekakariki. The reserved area included Taupo pa and an area of Porirua harbour, but all the lands around Pauatahanui harbour and the Horokiwi Valley, the main transport and communication points, were included in the area sold to the Crown.

2.81. Governor Grey explained to the British Government that this area was needed to make available to the New Zealand Company the sections they had already surveyed at Porirua. Strategically it was also important; Grey reported that 'in a military point of view, the possession of a great part of the Porirua District, and its occupation by British subjects, were necessary to secure the town of Wellington and its vicinity from future hostile attacks and aggressions from evil-disposed natives'.

2.82. Governor Grey also reported the payment of the purchase money from the Wairau and Porirua purchases to Ngati Toa Rangatira over several years would give the Crown 'an almost unlimited influence over a powerful and hitherto a very treacherous and dangerous tribe'.

2.83. The tradition of Ngati Toa Rangatira is that both the Porirua and the Wairau blocks were alienated to the Crown to ensure the freedom of Te Rauparaha. Ngati Toa Rangatira feel that Governor Grey violated the rights of other Ngati Toa Rangatira leaders by only consulting with the few rangatira involved.

2.84. By 1847, through its detention of Te Rauparaha, the pursuit of Te Rangihaeata into the Horowhenua, and purchase of the Wairau and Porirua districts, the Crown had effectively established its control over the Wellington, Nelson, and Porirua districts.

2.85. The following waiata was written by Te Rangihaeata and refers to the Crown's role in capturing Te Rauparaha and the alienation of Ngati Toa Rangatira's land:

Taku waka whakairo e
taku waka whakateretere e
Ki runga I te ngaru na e
Tena ka pakaru e
Kei te Manuao e pukai ana e
nga maramara na e.
Haere ra, e Raha
i te aroaro o Tu-mata-uenga na, e,
Te mana o te Kawana e,
Te inati o Ngati Raukawa na, e.
Haere ra, e Raha e
i te aroaro o Ihu Karaiti,

Te mana o Kawana e
Te inati o Ngati Toa ora e.
Ki atu ana au 'E koro, haehae matariki na, e'
Tu mai ana a koe 'Waiho i Porirua
i te kainga ururua.'
Kia ngata ai to puku, e hao nei koe, na, e
E kore au e tangi i enei nga raro, na, e
Tukua atu ki tua ki nga ra o te waru, e
Ka kohi au i aku tini mahara, na, e.

My carved canoe
My swift canoe
Upon the waves
Broken and shattered
Upon the ship, heaped
The pieces.
Go, Raha,
To the presence of Tu-mata-uenga.
The power of the Governor
Has divided Ngati Raukawa.
Go, Raha,
To the presence of Jesus Christ,
The power of the Governor
Has divided Ngati Toa.
I asked, 'Are we to be divided into little pieces?'
You replied, 'Stay at Porirua
The home of woods and bush,
There to attend to your needs'.
I will not weep during these events,
But later in times of scarcity,
And now I collect together my memories.

Further Crown purchases

2.86. Between 1853 and 1865 further Crown purchases reduced the lands remaining in Ngati Toa Rangatira's ownership. In addition other deeds of sale between the Crown and neighbouring iwi overlapped with Ngati Toa Rangatira customary interests. These transactions included:

2.86.1. The first Te Waipounamu purchase (10 August 1853);

2.86.2. The Whareroa purchase (November 1858);

2.86.3. The Wainui purchase (9 June 1859);

2.86.4. The Papakowhai purchase (28 May 1862); and

2.86.5. The Mana Island purchase (1 December 1865).

The Te Waipounamu Purchase

2.87. In 1853 the Crown sought to extinguish all remaining Maori customary interests in the northern South Island. The Crown wanted to obtain further large tracts of land for European settlement and also believed that the Te Tau Ihu region might contain valuable mineral resources.

2.88. In August 1853 Governor Grey, who was leaving New Zealand, attended a farewell hosted by Ngati Toa Rangatira at Porirua. At this hui Grey asked Ngati Toa Rangatira to sell all their remaining customary rights in Te Tau Ihu to the Crown. Ngati Toa Rangatira initially intended only to sell their interests in the west of Te Tau Ihu. However, after lengthy discussions with Governor Grey and Donald McLean, the Chief Land Purchase Commissioner, Ngati Toa Rangatira agreed to Grey's request.

2.89. On 10 August 1853 Ngati Toa Rangatira signed a deed that purported to transfer all remaining Maori land interests in Te Tau Ihu to the Crown. The deed provided for £5,000 purchase money of which £2,000 was paid to Ngati Toa Rangatira when the deed was signed. The remaining £3,000 was to be distributed among other iwi resident in Te Tau Ihu, named in the deed as conjoint owners of the land.

2.90. Ngati Toa Rangatira initially regarded the £5,000 being offered as low for such a large area. As an inducement to sign the deed Grey agreed that 26 Ngati Toa Rangatira claimants 'were also to have Two hundred acres each, out of the lands thus ceded...in such places as the Governor might set apart for this purpose'. It was also reported that some Ngati Toa Rangatira 'had great reluctance in ceding' the Te Hoiere (Pelorus) district. Grey offered fifteen of the Ngati Toa Rangatira chiefs with interests in Te Hoiere, scrip worth £50 which they could use to select freehold grants from Crown lands elsewhere in the Colony. Neither of these promises were recorded in the deed.

2.91. In December 1854 the Crown altered the terms by which the remaining payment was to be made for the Waipounamu purchase. A further £2,000 of the purchase money was paid to mainly Ngati Toa Rangatira chiefs at a hui in Wellington.

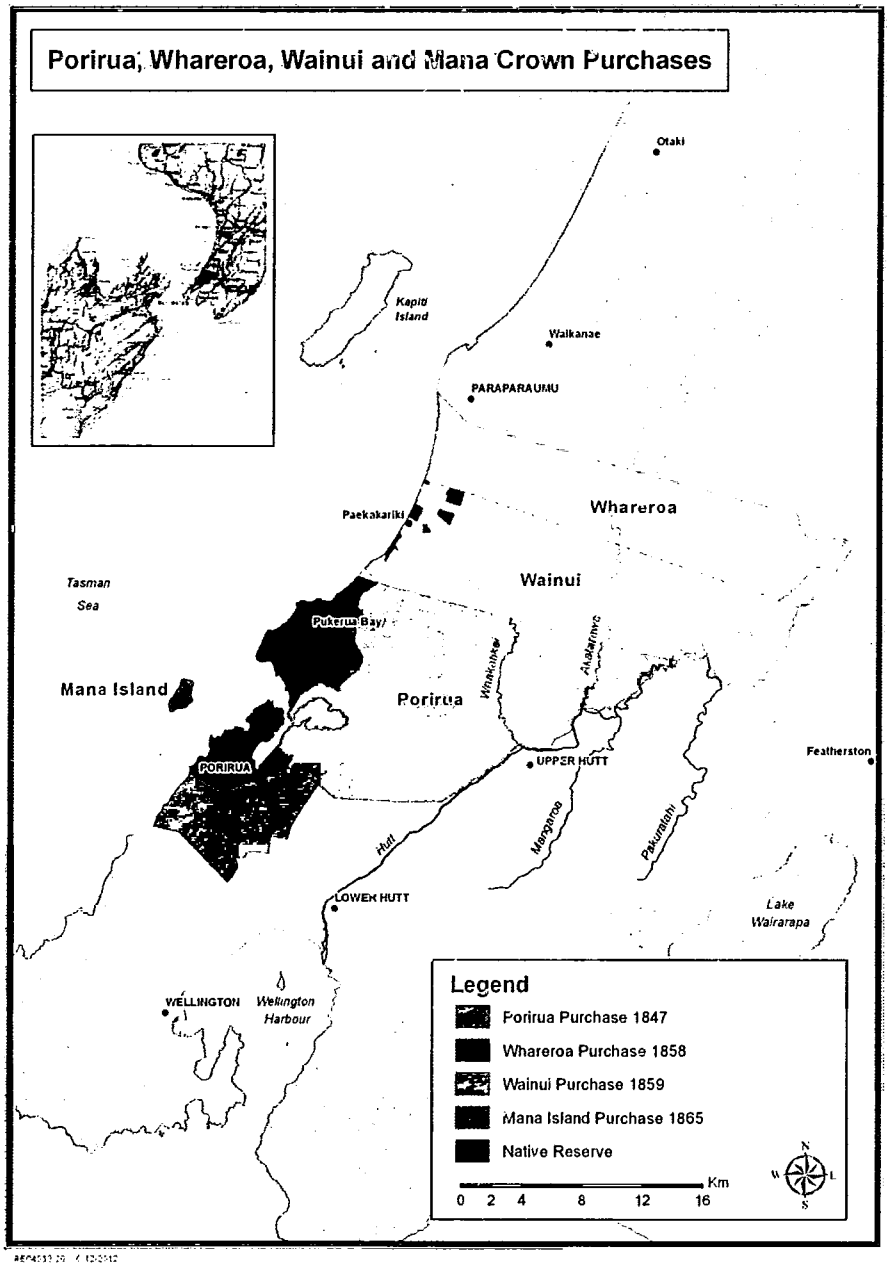
2.92. This transaction purchased the vast majority of the extensive reserve in the Wairau which was set aside by the 1847 Wairau deed. Under the Te Waipounamu purchase only two reserves were set aside in the Wairau – 960 acres at the Wairau and 2,161 acres at White's Bay (Pukatea). The reserve areas were therefore reduced in size by approximately 97 per cent, from about 117,000 acres to 3,000 acres, to be jointly occupied by Ngati Toa Rangatira and two other iwi resident in the Wairau. The reserves were found to be largely inadequate for agricultural development. The Wairau reserve contained only 50 acres suitable for cultivation and the remainder was swamp land prone to flooding. The Pukatea reserve was mostly steep land and generally unfit for cultivation. In 1899 the Native Land Court partitioned Pukatea into three blocks. Ngati Toa were awarded interests in Pukatea 2 (1,470 acres) and a one third interest in Pukatea 3, a small fishing reserve. Pukatea was leased for much of its history, but provided only a small return for its many owners. In the 1950s, the Crown purchased almost the entire Pukatea reserve for recreational purposes.

2.93. The 200-acre blocks promised to 26 Ngati Toa Rangatira chiefs in 1853 were never allocated. In 1878 Ngati Toa Rangatira agreed to a Government proposal to accept a monetary equivalent to the value of the lands when the awards were made. Parliament voted £5,200 in lieu of the 200-acre blocks. At this time only five of the original chiefs survived and in May 1880 Ngati Toa Rangatira leaders asked the Government to give them the money to distribute. The Government declined and instead placed the money into a trust administered by the Public Trustee, with the income going to the original recipients or their descendants. The resulting income rewarded was assessed on the 1850s value of the reserves of only £1 per acre and not adjusted for rising land prices. Eight Ngati Toa Rangatira chiefs used their £50 scrip to purchase land in Nelson province.

2.94. It is Ngati Toa Rangatira tradition that the iwi was never fully compensated for their remaining interests in Te Waipounamu.

Other Crown purchases

2.95. The Crown purchased further areas of land from Ngati Toa Rangatira in the course of the nineteenth century. These included 34,000 acres known as Whareroa, in the Waikanae district, situated between the Whareroa Stream to the south and Te Uruhi to the north. The purchase was finalised in 1858 for £800. Reserves of 250 acres were created. Wainui, an area of 30,000 acres to the south of the Whareroa block, was purchased in 1859. The price was £850 and reserves of 787 acres were created. The boundary began on the coast, at a place called Te Ana-a-Hau, then north to Paekakariki and on to the north boundary, the mouth of the Whareroa River. The small Papakowhai block, at Porirua, was purchased in 1862 for £210. Mana Island, 525 acres, was purchased in 1865 for £300.



Ngati Toa Rangatira landholdings after Crown purchases

2.96. By about 1860 most of Ngati Toa Rangatira's landholdings had been alienated by Crown purchase, leaving only the reserves within the Wairau and Porirua blocks, and a few remaining areas of land outside these areas in Maori customary title (for example Kapiti Island).

2.97. Over the next one hundred years most of Ngati Toa Rangatira's remaining landholdings were alienated as a result of further Crown purchases, private purchases, and public works takings.

The Alienation of the Porirua Reserves

2.98. Three blocks of land; at Porirua, on the Whitireia peninsula, and to the north, between Paremata and Paekakariki, were set aside as reserves for Ngati Toa from the Crown's 1847 Porirua purchase. From the 1850s Ngati Toa Rangatira informally leased Porirua reserves to European farmers. These arrangements were formalised during the 1860s when several thousand acres was placed, with the agreement of Ngati Toa Rangatira, under the administration of the Crown under the Native Reserves Acts of 1856 and 1862. Crown administration of the reserves produced an income for the Ngati Toa Rangatira owners but they had no control over the way in which the land was used or the way in which the income from the lands was obtained or expended. In 1875, Wi Parata and Ngahuka Tungia of Ngati Toa Rangatira were successful in having one Porirua reserve returned to them after they argued that they had 'not understood the effect of their act' when handing the land over to the Crown.

2.99. The Native Land Court investigated the ownership of most Porirua reserves during the 1870s and 1880s. The Crown established the Native Land Court to determine the owners of Maori land 'according to native custom' and convert customary title into title derived from the Crown. Customary tenure accommodated complex and fluid land uses and relationships with the land but the new land laws required those rights to be defined and fixed, and did not necessarily accommodate all those with an interest in the land. Land rights under customary tenure were generally communal but the new land laws gave rights to individuals. The Crown expected this land title reform would lead Maori to abandon their traditional tribal and communal ways of holding land. The Native Lands Act 1862 waived the Crown's right of pre-emption, giving Maori the right to sell or lease their land directly to European settlers.

2.100. Over time most of the Porirua blocks were partitioned into a number of subsections and individual interests identified and apportioned. Some subdivisions were awarded to a single individual or a small number of owners. In most cases titles awarded by the Court were made inalienable, except with the consent of the Governor, by sale, mortgage, or lease longer than 21 years.

2.101. Between 1880 and 1920 the majority of the Porirua reserves were sold by their Ngati Toa Rangatira owners to a small number of European farmers once restrictions on alienation were lifted. Before 1888 restrictions were lifted by the Governor and after 1888 by the Native Land Court. Evidence suggests that the Governor or Native Land Court approved most applications by owners for the removal of alienation restrictions and that sale took place soon afterwards. There is often little or no evidence about the reasons for these sales.

2.102. The northern Porirua reserves were among the first to be sold. In 1883, Taupo No.1 (2,561 acres) was sold in order to pay the debts of owners who had died. By 1887 Haukopua East (818 acres), to the north of Taupo 1, was sold.

2.103. On the southern side of Porirua harbour most of Aotea 1 and 5, Koangaaumu, Komangarautawhiri, and Onepoto were sold by 1910. Waiere 1 was alienated over a period between 1893 and 1899 as a private purchaser acquired the individual interests of each of the 14 owners. Between 1895 and 1897 the eight subdivisions of the Motuhara reserve on the northern shore of Porirua Harbour were sold to the Wellington and Manawatu Railway Company.

2.104. The Native Land Act 1909 removed all alienation restrictions on land titles awarded by the Native Land Court and provided for district Maori Land Boards to approve sales of Maori land. The Act introduced a range of checks which were supposed to ensure the validity of sales and that no sales would result in landlessness. Between 1910 and 1920 most of the Kahotea and Wairere 2 blocks, totalling approximately 500 acres, were sold following partition hearings in the Native Land Court and approval by the Aotea Maori Land Board.

2.105. Most of the Kenepuru reserve, located at the centre of the present day Porirua central business district, was purchased by the Crown. Between 1917 and 1921 the Crown prohibited private land dealings over several Kenepuru subdivisions while it sought their acquisition. In 1921 the Crown took 88 acres of Kenepuru, under the Public Works Act 1908, for the Porirua Mental Hospital.

2.106. By 1920 only a small area of the southern Porirua reserves remained in Ngati Toa Rangatira ownership. Today the main area of former reserve land remaining in Ngati Toa Rangatira ownership, outside of Takapuwahia, is located at Hongoeka, on the northern side of Porirua Harbour.

Plimmerton and Taupo No. 2 Block

2.107. The Taupo Block at Plimmerton was formerly the site of a large pa belonging to Te Rauparaha in the 1840s. It was the site from which Te Rauparaha and four other Ngati Toa Rangatira chiefs, including Te Kanae and Hohepa Tamaihengia, were taken prisoner on 23 July 1846. The Taupo block was part of one of the reserves created for Ngati Toa Rangatira from the 1847 Porirua purchase.

2.108. In 1874 Matene te Whiwhi and Tamihana Te Rauparaha brought the Taupo block before the Native Land Court to investigate its ownership. A certificate of title was issued in August 1875. In 1881 the Native Land Court subdivided the land into four blocks. Taupo No. 2 was made 'absolutely inalienable' and designated as a 'burial place for the Ngatitoa tribe'. Wi Parata was appointed as the sole trustee. The land had been used as an urupa since the 1840s and, among many others, was the burial site of the Ngati Toa Rangatira chief Te Hiko, and Miriama Te Wainokenoke, wife of the tohunga Nohorua.

2.109. The Native Reserves Act Amendment Act 1896 vested Taupo No. 2 in the Public Trustee as a Native reserve. The preamble to the Act stated that because only part of the land had been utilised as an urupa and 'the surviving members of that tribe are few in number' it was deemed 'expedient' that the land be utilised for other purposes. Under the Act one acre of the land was set aside for a burial ground. The rest was to be leased for a term not exceeding forty two years. The Public Trustee used rental proceeds to disinter and remove all the koiwi (skeletal remains) from the leased land and re-interred them in the one acre burial ground.

2.110. By transferring the trust from Wi Parata to the Public Trustee, the 1896 Act further reduced the amount of land remaining in Ngati Toa Rangatira control.

2.111. Between 1896 and 1906 the Public Trustee managed the reserve with apparently little consultation with Ngati Toa Rangatira. In this time several parties approached the Trustee interested in acquiring some of the reserve land, including the Education Board for a school site, but nothing eventuated from these requests.

2.112. In 1906, the Crown took Taupo No. 2 Block as a scenic and historic reserve under the Scenery Preservation Act 1903. This made the reserve Crown land. However, the block was returned to the Public Trustee in 1908, under the terms of the 1896 Act, following the passing of the Taupo No. 2 Block Act 1908. The Trustee proposed to subdivide and lease the land. In 1911 the Native Land Court determined that there were 48 beneficial owners in the block. The Public Trustee began leasing sections on Taupo No. 2 in 1913.

2.113. In 1913 Heni te Rei, a beneficial owner of the block, petitioned parliament for the return of Taupo No. 2 from the Public Trustee to the owners. The Native Affairs Committee, however, had no recommendation to make on the petition.

2.114. In 1922 a local Member of Parliament proposed that land in the reserve be taken for public shelter sheds, a recreation ground, conveniences and a public hall. This proposal required approximately three-quarters of the one acre burial ground, including the entire flat portion, and two adjacent sections leased by the Trustee.

2.115. On 14 November 1922 the Hutt County Council gave notice of its intention through the Public Works Act 1908 and the Counties Act 1908 to take the land in the burial reserve. The land was finally taken in 1924 under the Public Reserves and Domains Act 1908. The Ngati Toa Rangatira beneficial owners were paid £840 compensation.

2.116. As a consequence of the taking in 1924, all koiwi were now located on a small steep site which had been set aside. It was approximately one-tenth of the size of the original one acre burial reserve. Miriama Thoms Ngapaki, the great grand-daughter of Miriama Te Wainokenoke, was the last person interred in the small area on top of the hill in September 1930.

2.117. By 1926 the public works taking, and the Crown's purchase of the balance of the reserve, had left approximately one-tenth of an acre of Taupō No. 2 in Ngati Toa Rangatira ownership. The small remaining burial ground was proclaimed as a Maori reservation for Ngati Toa Rangatira in 1974.

Takoto mai e kui ma, e koro ma, i te urunga te taka, te moenga, te whakaara hia

The Whitireia Block

2.118. The Whitireia block is located at the northern end of the Whitireia peninsula at the south head of Porirua harbour. The area is rich in archaeological sites and has been settled for several centuries. Whitireia was part of one of the reserves excluded from the Crown's 1847 Porirua purchase. In August 1848 eight individuals of Ngati Toa Rangatira, including Te Rauparaha, Tamihana Te Rauparaha, Matene Te Whiwhi, Hoani Te Okoro, Watarauhi Nohorua, Waitere, Wiremu Te Kanae and Rawiri Puaha gifted 500 acres of land at Whitireia to the Crown for the purpose of establishing a college.

2.119. On 8 December 1850 the Crown granted the land to George Augustus Selwyn, Bishop of New Zealand, for the purpose of a school at Porirua. A Trust was set up and the land then conveyed to the Trustees by deed in 1858. The first Whitireia Trustees were

the Bishop of Wellington, Octavius Hadfield (at that time Archdeacon of Kapiti), Henry St Hill and Stephen Carkeek.

2.120. No school or college was ever built at Whitireia. In 1875 Wi Parata raised this matter before a select committee of the Legislative Council and in 1876 Wi Parata and others petitioned for the return of the land. The Native Affairs Committee reported that it was not prepared to recommend that a school should be established at Whitireia or that the land should be returned to Ngati Toa Rangatira. In 1877 Wi Parata unsuccessfully pursued the issue before the Supreme Court. The Court held that the grant had extinguished native title and that 'in law the Crown is to be regarded as the donor and not the Ngatitoa tribe'.

2.121. In 1896 Heni Te Whiwhi (Matene Te Whiwhi's daughter) and 13 others again petitioned parliament seeking the return of Whitireia. The Native Affairs Committee was sympathetic and recommended that the grant be cancelled, the land be given the status of Maori customary land and returned to the donors or their successors, 'along with all the rents accrued thereon'.

2.122. The Crown took no action with respect to the Select Committee recommendations. But it is possible the Committee's 1896 Report led the Trustees to take action. In 1899 the Church sought the Supreme Court's approval to use the Whitireia Trust funds, now totalling £6,480 to fund scholarships to Church of England schools elsewhere. The Crown, in a series of Court cases, opposed the scheme arguing that if the Trust had failed the land should revert back to the Crown. The case eventually reached the Privy Council who ruled in favour of the Church. Although Ngati Toa Rangatira took no part in these cases they continued to argue that as no college had been built the land should be returned to the iwi.

2.123. In 1902 Hohepa Wi Neera argued before the Court of Appeal that the Native Title at Whitireia had not been extinguished at all. The Court ruled that the 1877 decision by the Supreme Court was correct and it had to treat the Crown grant as amounting to a valid extinguishment of the customary title.

2.124. By 1905 the land was still leased as a farm and was worth between £4,000 to £5,000. The land was let at a rental of £200 per annum but it was earning considerably more than the rent from investments (£472).

2.125. In 1905 another inquiry took place into the various educational trust grants. This was a Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts. Those who gave evidence to the Commission included Wi Parata, Raiha Puaha, Tatana Whataupoko, and Heni Te Whiwhi of Ngati Toa Rangatira, and supported by several Members of Parliament.

2.126. The Commission found that the original Whitireia Trust had not been carried out. It also found that the scheme for the Trust money approved by the Supreme Court and the Privy Council did not give effect to the Trust. The Commissioners concluded that the Whitireia and Otaki Trusts should be combined. The Commissioners also recommended that the Anglican Church continue to appoint the new Trustees.

2.127. The 1907 Otaki and Porirua Empowering Act implemented the findings of the Royal Commission. Under the Act the Porirua and Otaki Trust properties were amalgamated and a new Porirua College Trust Board established. The trustees were empowered to sell vested land with the consent of the General Synod and Governor-in-Council.

2.128. The Otaki school, with a boarding hostel, was then built on a 20-acre site at Te Rauparaha street, Otaki. In 1924 the Porirua College Trustees sold 25 acres of land at Whitireia and in 1935 a further 100 acres at Whitireia were sold to the New Zealand Broadcasting Board. The Otaki school was not successful and was forced to close in 1939.

2.129. In 1943 the Otaki and Porirua Trusts Act was passed. The Porirua College Trust Board was dissolved and replaced by the Otaki and Porirua College Trust Board. At least one of the Trustees had to be Ngati Toa Rangatira. The Board was empowered to sell land with the consent of the Minister and with the prior consent of the Native Land Court: The Court was to ascertain, as far as it was practical to do so, the wishes of the tribe or hapu concerned before making its decision.

2.130. In 1946 the membership of the Board was expanded from eight members to ten. One of the five members chosen by the Board had to be a member of one of three local iwi, one of which was Ngati Toa Rangatira. The Board remained empowered to sell the lands vested in it - including Whitireia - at any time, but the prior consent of the Raukawa Marae Trustees, rather than the Native Land Court, was now required.

2.131. In December 1973, following various public works takings and earlier sales, the remaining portion of Whitireia (283 acres) was sold to the Crown for the purpose of a public reserve. As a condition of sale land at Onehunga Bay was 'to be set aside and permanently preserved in such a way as will protect the historical associations of this area with the Ngatitoa tribe'. To date the land has not been set aside. Whitireia remains in Crown ownership under the administration of the Department of Conservation.

Kapiti Island

2.132. During the 1840s the Ngati Toa Rangatira population on Kapiti Island declined. Many Ngati Toa Rangatira who temporarily evacuated the island to escape a flu pandemic around 1840 did not return. By the mid-1840s most of the remaining Ngati Toa Rangatira on the island left for the mainland 'to be near the churches'. By 1850 everyone had left.

2.133. In 1852 Ngati Toa Rangatira declined an offer of £5,000 from George Grey for the entire island. From 1850 until the 1870s, Ngati Toa Rangatira leased Kapiti Island rather than occupying it. However, in the 1870s Wi Parata, a major landowner on Kapiti Island, built a small corrugated iron house on the island. There was at that time also a small whare at Rangatira Point used by 'fishing parties of natives'. In 1876 a private purchaser offered Ngati Toa Rangatira, through Wi Parata, £8,000 for the island. Again the offer was declined.

2.134. The Native Land Court investigated title to Kapiti in 1874. Almost all those admitted by the Native Land Court to the ownership of Kapiti were members of Ngati Toa Rangatira. The island was subdivided into five blocks. Subsequent hearings between 1882 and 1895 saw the land further subdivided into smaller blocks.

2.135. Kapiti Island continued to be leased by its Maori owners to Europeans following its title determination. By 1897, Europeans leased approximately 86 per cent of the island and owned 642 acres.

2.136. During the late nineteenth century growing concern over declining numbers of indigenous birds led the Liberal Government to set aside several islands as bird sanctuaries. In 1895 Kapiti Island was promoted as a potential bird sanctuary. Crown

acquisition of Kapiti was initiated in 1897 when the Kapiti Island Public Reserve Bill was enacted. The purpose of the Act was to ultimately transfer Kapiti Island into Crown ownership and offer compensation to the Maori owners. At the time of drafting Ngati Toa Rangatira owners strongly voiced their opposition to the bill and a petition signed by twelve major landholders was presented to the Government.

2.137. Despite Ngati Toa Rangatira protest the bill was passed. The Kapiti Island Public Reserve Act prevented private land dealings while the Crown sought to acquire title to the island. It became illegal for land owners on Kapiti to lease or sell their land to anyone other than the Crown. All land held by anyone other than the 'original Native owners' or their successors, 725 acres in total, was immediately vested in the Crown and the owners compensated. This also meant the Maori owners immediately lost any income they had been receiving from leases to Europeans. Maori landowners retained ownership but no longer had the power to sell or lease except to the Crown. The main options now open to owners were to leave the land idle, attempt to utilise it themselves, or lease or sell to the Crown.

2.138. By 1904, as a result of compulsory vesting under the 1897 Act and subsequent purchasing of individual interests, the Crown had acquired 2,998 acres of Kapiti Island. Purchase of an additional 370 acres had been deferred for the time being. The Crown had acquired all of Te Mingi and Kaiwharawhara blocks as well as portions of Maraetakaroro, Rangatira and Waiorua. Six blocks (1,621 acres) still remained in Maori ownership.

2.139. By 1911 the Crown had increased its landholding to 3,778 acres. The purchase of two areas, totalling 124 acres, was still being negotiated. Maori retained ownership of 1,211 acres. The vast majority of this remaining land was at the north of the island in the Waiorua Kapiti No. 5 block. At this time, due to the death of Wi Parata in 1906, the largest landowner on Kapiti was Hemi Matenga. Wi Parata's interests had been divided amongst his five adult children. When Hemi Matenga died without issue in 1912 his interests also passed to Wi Parata's children, Matenga's nieces and nephews.

2.140. From 1909 Utauta Webber, Wi Parata's daughter, lived and farmed with her family at Waiorua. They saw it as important to have a presence on the Island in order to maintain their interests. She remained on the island until the late 1930s and continued to visit it during the early 1940s making an effort to run the farm with the help of casual labour. After the war, in 1946, one of her sons moved back to the island in an attempt to revive the family farm.

2.141. By the 1950s the Webber farm had fallen into disrepair. The Crown purchased most of it over a ten year period. In return the five owners received a share in a 30-acre block on the shores of Waiorua Bay, a one and three quarter acre interest in Motungarara, and a small cash payment.

2.142. By the beginning of the 1960s, three blocks were now left in Maori ownership: the 30-acre Webber block; Waiorua 5A2 (two acres with 45 owners) and Rangatira 4B2 (three acres with 15 owners).

2.143. In 1965 the Crown compulsorily purchased Rangatira 4B2 and in 1967 the Crown bought Waiorua 5A2. This left the 30-acre Webber block on the beachfront. There was continuing disunity amongst the owners as to what to do with this land. The partition and allocation of individual titles, although part of the negotiated arrangements with the Crown in the 1950s, had never happened. In 1989 several owners applied to the Maori Land Court for a partition but this was rejected. The judgement emphasised the cultural importance of the land.

2.144. In 1987 the management of Kapiti Island was transferred to the Department of Conservation.

2.145. Ngati Toa Rangatira feel that the Kapiti Island Public Reserve Act 1897 made retaining land on Kapiti increasingly difficult. Between 1897 and 1911 the Crown purchased the majority of the remaining Ngati Toa Rangatira interests on Kapiti Island. By the end of the twentieth century only 13 hectares of Kapiti Island remained in Maori ownership.

Socio-economic consequences

2.146. At 1840 Ngati Toa Rangatira were a trans-Cook Strait iwi. Their settlements in the North and South Islands were predominately coastal. The explorer and naturalist Ernst Dieffenbach estimated a Maori population in Te Tau Ihu of 1,500 in 1840. Several hundred people were recorded as 'Ngati Toa'. Another 320 'Ngati Toa' were recorded at Kapiti, Porirua and Mana.

2.147. Like Maori communities elsewhere in New Zealand, the Maori population in Te Tau Ihu declined steeply during the first half of the nineteenth century. This was partly the result of European introduced epidemic diseases, such as measles, influenza, whooping cough, typhoid, scarlet fever and mumps. In 1875 an epidemic of 'low fever' (probably typhoid fever) swept through the Maori communities at Pelorus and Queen Charlotte Sound. Tuberculosis remained a scourge until the mid-twentieth century.

2.148. There was also considerable out-migration of Maori from Te Tau Ihu over the nineteenth century. Following the clash between Ngati Toa Rangatira and Pakeha settlers at the Wairau in 1843 Ngati Toa Rangatira temporarily withdrew from the northern South Island. Many of those who left did not return due to fear of Crown retaliation. The chief protector of aborigines reported in 1843 that 'the Ngati Toa tribe have left for a time their possessions in [the South Island]' and 'intend to remain at Porirua until they are satisfied it will be safe for them to return to the district'. In 1847 there were about 40 Ngati Toa Rangatira at Cloudy Bay.

2.149. The Crown's construction of a military base at Paremata and a road across the Wellington isthmus to Porirua in 1846 helped end the former isolation of Ngati Toa Rangatira from Crown influence. Following the Crown's 1847 Wairau and Porirua purchases Ngati Toa Rangatira settlement was increasingly confined to the reserves created for them at the Wairau and Porirua.

2.150. Takapuwahia on the Porirua Harbour became the main focus of Ngati Toa Rangatira settlement from the mid-1840 onwards. The development of this settlement was also encouraged by the increase in traffic of Europeans through the Porirua area to and from Wellington. By 1850 Takapuwahia was a substantial village with about 50 buildings and two churches. The 1878 census shows that the largest community of Ngati Toa Rangatira was at Porirua (60), but they were also recorded at Waikanae (34) and Wainui (6) in the North Island, and at the Wairau and Pelorus Sound in Te Tau Ihu.

Takapuwahia: Housing and Development in the 20th century

2.151. The Takapuwahia Pa (and then settlement or township) has been an important Ngati Toa Rangatira settlement since the 1840s. In the twentieth century the Takapuwahia community faced many challenges including Crown pressure to take their land for housing of the general population and the provision of utilities such as roading, water and sewerage to the pa.

2.152. In the 1940s the Crown began to develop state housing at Takapuwahia. This was part of a major programme of housing construction throughout the Tawa Flat - Porirua - Titahi Bay areas. In 1945 The Department of Building and Housing proposed to take an extensive area of land, including some Ngati Toa Rangatira land, under the Public Works Act. The Native Department considered that because there was only limited Maori land in the district the proposed taking would have 'a far reaching effect on the future welfare of the Maoris themselves'.

2.153. In March 1946 the Crown notified its intention to compulsorily acquire a number of rural Takapuwahia blocks. In May 1946 the Crown held a meeting with the owners to discuss the proposed taking. The owners were advised that the Native Department would set aside, under its administration, a block of 100-200 acres behind the Marae. Owners who received compensation would have the right to acquire freehold sections in this block, while Takapuwahia residents could rent state houses built there. In 1948 the Crown compulsorily acquired 384 acres and by December 1949 all owners of the affected blocks had received compensation.

2.154. In 1952 the Crown identified a further area to the southwest of Takapuwahia pa as suitable for subdivision and housing development. Evidence suggests Ngati Toa Rangatira owners were given the understanding that the land would be acquired for Maori housing development with some reserved for Ngati Toa Rangatira. However by 1955 the Crown had decided to use the land for general population housing and intended to set aside 125 sections, spread throughout the residential areas of the Porirua Basin, for 'deserving Maoris'. They were not required to be Ngati Toa Rangatira but rather they were for the broader community of Maori in the wider Wellington area. The Crown made no allowance for the land it took being a core part of Ngati Toa Rangatira's remaining lands.

2.155. Despite the development of housing around Takapuwahia, by the end of the 1950s the provision of amenities to the Takapuwahia settlement itself was still poor. In 1958 a Crown official reported that the location of Takapuwahia pa made it a very desirable place to live and the majority of houses, built with the assistance of the Department of Maori Affairs since 1946, were well maintained and looked after. However, the roads were only partially formed, the water supply was 'very poor' with only two or three houses connected, and there was no mains sewerage.

2.156. In 1959 the Minister of Maori Affairs instructed his department to join with the Ministry of Works in organising the taking of the land behind Takapuwahia pa. He also asked the Ministry of Works to ensure that as soon as the proclamation was issued to minimise the delay in the owners getting their money and to ensure that its officers planned the services so as to give the Pa 'all the benefits that can reasonably be given as an incident of the development'. In 1960, the Crown took the land at Takapuwahia, totalling 155 acres, under the Public Works Act.

2.157. Today Ngati Toa Rangatira whanau are pursuing the return of some of the land taken for state housing at Takapuwahia under section 40 of the Public Works Act.

Environmental Issues: Porirua Harbour

2.158. The lands, and in particular the harbours and waterways, within the Ngati Toa Rangatira rohe were adversely impacted by settlement and urban development. However, it is the Porirua and Pauatahanui harbours which are of utmost concern to Ngati Toa Rangatira, being that both are of great cultural and historical significance to Ngati Toa Rangatira, as well as being precious resources that support rich flora and fauna. The importance of the harbours to Ngati Toa Rangatira was amplified following

the large scale land purchases during the nineteenth century and with Takapuwahia becoming the focus of Ngati Toa settlement.

2.159. According to iwi tradition Te Rauparaha and Ngati Toa Rangatira valued Porirua Harbour specifically because it was the richest harbour for kaimoana and related resources that could be found south of Kawhia. The pipi, pupu, kina, paua, mussels, oysters and other species of fish and seafood sustained the people of Ngati Toa Rangatira.

2.160. In 1883 Ngati Toa Rangatira obtained an order in their favour from the Native Land Court granting the iwi a 'right of fishery' below high water mark on the Porirua Foreshore (Parumoana). The Court found that Ngati Toa Rangatira had 'from time immemorial' collected shellfish from the foreshore and that the applicants were therefore 'entitled to an incorporeal hereditament' (a property right in the nature of a right to take or use something, but not a full freehold).

2.161. Up until the 1930s and 1940s Ngati Toa Rangatira people were still substantially dependent on the marine resources taken from the areas within their granted fisheries right. Ngati Toa Rangatira had definite demarked pipi beds and took fish, pipis, and pupus as food from the harbour, not only for day-to-day needs but also for social gatherings and events when considerable additional quantities were gathered.

2.162. In 1940 complaints were raised that pollution from a number of sources was entering and affecting the Porirua arm of the harbour. Residents of the area, some of whom were Ngati Toa Rangatira, had seen raw sewage cast up on the foreshore and at times had noticed discolouration of the harbour.

2.163. In May 1940 the Medical Officer of Health for the Wellington area reported on pollution of the harbour. The report concluded that although 40,000 to 60,000 gallons of untreated sewage entered the harbour per day, mainly from the Porirua Mental hospital, the location of the discharge point and the effects of tides, meant that the continuous flow of sewage appeared 'to be causing no nuisance and inconveniences no one'. The report found no evidence for the claims that the pollution was having an impact on the shellfish in the harbour.

2.164. By 1960 the Porirua arm of the harbour had been significantly affected by the impacts of water pollution, reclamation and various public works. In 1960 the Supreme Court ruled in *Re the Ninety Mile Beach*, (subsequently confirmed by the Court of Appeal), that the Maori Land Court could not issue title to land below the high tide mark unless authorised by special statute. The Crown subsequently treated Ngati Toa Rangatira's 1883 Native Land Court order as having been made without jurisdiction.

2.165. In 1960, following the Supreme Court decision, members of Ngati Toa Rangatira asked the Crown to set up a 'competent tribunal' to deal with Ngati Toa Rangatira interests in the Porirua harbour. This request was declined. Ngati Toa Rangatira also submitted a petition to Parliament claiming compensation for damage done to the harbour bed by pollution and reclamation. In evidence given to the Maori Affairs Select Committee members of Ngati Toa Rangatira told of the depletion of kaimoana and destruction of breeding grounds and beds. They also informed the Committee that over several years local doctors and health department officials had warned Ngati Toa Rangatira residents not to consume fish or shellfish from the harbour or swim in the waters. The loss of this former abundant resource was a devastating blow to Ngati Toa Rangatira who had always relied on the sea and waterways for sustenance. The Maori Affairs Committee, however, had no recommendation to make on the petition.

2.166. Throughout much of the twentieth century the Crown has not included Ngati Toa Rangatira in any meaningful role in the management of the Porirua harbour or its resources. In a relatively powerless situation Ngati Toa Rangatira witnessed over time the degradation and destruction of the harbour. The discharge of human waste into the rivers and sea has caused great distress to Ngati Toa Rangatira for cultural, environmental and public health reasons, as has the discharge of industrial effluent into waterways. This has had an ongoing impact on Ngati Toa Rangatira's use of traditional resources such as food and the knowledge and practices associated with both the gathering and protection of those resources. Ngati Toa Rangatira now have a diminished ability to provide traditional manaakitanga to their manuhiri.

Conclusion

2.167. Following their migrations south from Kawhia in the 1820s Ngati Toa Rangatira had established a powerful position in the Cook Strait region. Their position was based on military victories and relationships with other tribal groups, and also on trade with Europeans.

2.168. In the decades after 1840 Ngati Toa Rangatira's power declined in the face of Crown military action and land purchasing. By 1863, as a result of the Wairau and Porirua transactions of 1847, Te Waipounamu purchase of 1853, the Whareroa purchase of 1858, and the Wainui purchase of 1859, the position of the iwi had been radically changed. Most of its lands had been acquired by the Crown.

2.169. During these decades there was a severe reduction of political and economic power and a substantial contraction of the iwi's former control over lands and resources. This loss of land and political marginalisation had a devastating effect on the iwi.

2.170. Today Ngati Toa Rangatira are virtually landless, without reserves or endowments.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngati Toa Rangatira in an appropriate way and that recognition of these grievances is long overdue.

3.2 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira during the process by which it acquired their interests in the Port Nicholson Block, and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.3 The Crown acknowledges that the conflict between Ngati Toa Rangatira and European settlers at Tuamarina Stream in June 1843 had a detrimental effect on the relationship between Ngati Toa Rangatira and the Crown and was part of the context of the Crown's Wairau purchase from Ngati Toa Rangatira in 1847.

3.4 The Crown acknowledges that:

3.4.1 Te Rauparaha took no direct part in the fighting between Maori and Crown troops in the Hutt Valley prior to his capture by the Crown in July 1846; and

3.4.2 its detention of Te Rauparaha for 18 months without trial in 1846-48 assumed the character of indefinite detention without trial and was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.5 The Crown acknowledges that in 1846 and 1847 it undermined the power and influence of the key Ngati Toa Rangatira leaders, Te Rauparaha and Te Rangihaeata, by seizing and detaining Te Rauparaha, and pressuring other Ngati Toa Rangatira leaders to agree to the Wairau and Porirua deeds in the absence of Te Rauparaha and Te Rangihaeata. The Crown acknowledges that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that it failed to adequately protect the interests of Ngati Toa Rangatira and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles when:

3.6.1 it failed to ensure sufficient, suitable reserve lands were maintained for the future use and benefit of Ngati Toa Rangatira when the Crown purchased a large amount of land from Ngati Toa Rangatira between 1844 and 1865; and

3.6.2 it did not establish timely processes to ensure that Ngati Toa Rangatira obtained an interest in those reserves in the Wellington and Nelson areas that later became known as "tenths" reserves.

3.7 The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngati Toa Rangatira, in particular the awarding of land to individual Ngati Toa Rangatira rather than to iwi or hapu, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the further erosion of the traditional tribal structures of Ngati Toa Rangatira. The Crown failed to take adequate

steps to protect those structures and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that:

3.8.1 the Taupo block was originally reserved for Ngati Toa Rangatira from the Crown's Porirua purchase in 1847;

3.8.2 despite the Native Land Court ordering in 1881 that a Ngati Toa Rangatira urupa on the Taupo No. 2 block be made "absolutely inalienable" the Crown allowed the urupa to be reduced to one acre in 1896;

3.8.3 in the 1920s it was reduced to approximately one tenth of an acre to make the block available for leasing and development; and

3.8.4 these actions led to koiwi being reinterred in common graves.

3.9 The Crown acknowledges that in 1848 Ngati Toa Rangatira gifted 500 acres of land at Whitireia to the Crown to establish a college. The Crown further acknowledges that Ngati Toa Rangatira sought to regain the land when a college was not constructed, but were unsuccessful in doing so, and that this has remained a significant grievance for Ngati Toa Rangatira to today. The Crown continues to own this land.

3.10 The Crown acknowledges that:

3.10.1 at 1895 Kapiti Island was one of the last remaining areas of Ngati Toa Rangatira land;

3.10.2 Ngati Toa Rangatira strongly objected to legislation promoted by the Crown to acquire Kapiti Island for a nature reserve;

3.10.3 the Kapiti Island Public Reserve Act 1897 gave the Crown a monopoly over purchasing land on Kapiti Island; and

3.10.4 between 1897 and 1911 the Crown purchased the individual interests of the majority of the Ngati Toa Rangatira owners of Kapiti Island.

The Crown acknowledges that the loss of ownership of Kapiti Island has remained a source of grievance and sorrow for Ngati Toa Rangatira.

3.11 The Crown acknowledges that during the twentieth century it significantly reduced the lands remaining in Ngati Toa Rangatira ownership for their present and future needs by compulsorily acquiring several hundred acres of land at and around their core settlement at Takapuwahia for housing and public works purposes. The Crown further acknowledges that this land has contributed to the development of the wider Porirua region.

3.12 The Crown acknowledges that the cumulative effect of successive Crown purchases of Ngati Toa Rangatira land and the Crown's failure to provide sufficient reserves left Ngati Toa Rangatira virtually landless. The Crown's failure to ensure that Ngati Toa Rangatira retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.13 The Crown acknowledges that pollution, reclamation and public works have had a damaging impact on the shellfish and other kai moana resources in the Porirua

Harbour, and that the loss of this formerly abundant resource has adversely affected the cultural and spiritual well-being of Ngati Toa Rangatira.

APOLOGY

3.14 The Crown recognises that a number of Ngati Toa Rangatira, including Te Rauparaha and Te Rangihaeata, signed Te Tiriti o Waitangi / the Treaty of Waitangi in 1840. The Crown profoundly regrets that it has not always lived up to its obligations to Ngati Toa Rangatira under Te Tiriti o Waitangi / the Treaty of Waitangi. Accordingly the Crown and makes this apology to Ngati Toa Rangatira, to their ancestors, and to their descendants.

3.15 The Crown unreservedly apologises for the breaches of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles which have hurt and caused prejudice to Ngati Toa Rangatira. The Crown is deeply sorry for its actions that intentionally undermined the mana and rangatiratanga of leading Ngati Toa Rangatira chiefs. In particular the Crown apologises for its indefinite detention of Te Rauparaha, and deeply regrets that it has failed, until now, to acknowledge this injustice in an appropriate manner.

3.16 The Crown profoundly regrets and apologises for its actions that left Ngati Toa Rangatira with few landholdings by 1865, and its ongoing failure to protect their remaining landholdings, which has left Ngati Toa Rangatira virtually landless and unable to access customary resources and significant sites.

3.17 The Crown deeply regrets the cumulative effect of its actions and omissions which severely damaged Ngati Toa Rangatira social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development and physical, cultural and spiritual well being.

3.18 With this apology and settlement the Crown seeks to atone for these wrongs, restore its tarnished honour and begin the process of healing. The Crown hopes that this apology and settlement will mark the beginning of a new, positive and enduring relationship with Ngati Toa Rangatira founded on mutual trust and co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that:

4.1.1 the Crown has to set limits on what and how much redress is available to settle historical claims;

4.1.2 it is not possible:

(a) to assess the loss and prejudice suffered by Ngati Toa Rangatira as a result of the events on which the historical claims are or could be based; or

(b) to fully compensate Ngati Toa Rangatira for all loss and prejudice suffered;

4.1.3 Ngati Toa Rangatira intends their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Ngati Toa Rangatira and the Crown (in terms of Te Tiriti o Waitangi, its principles, and otherwise).

4.2 Ngati Toa Rangatira acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.

4.3 Each party acknowledges that, in negotiating this settlement, within the context of wider settlement policy including the need by the Crown to consider the rights and interests of others, the other parties have acted honourably and reasonably in relation to the settlement.

SETTLEMENT

4.4 Therefore, on and from the settlement date:

4.4.1 the historical claims are settled;

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

4.4.3 the settlement is final.

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

4.6 Without limiting clause 4.5, nothing in this deed or the settlement legislation will:

4.6.1 extinguish or limit any aboriginal title or customary right that Ngati Toa Rangatira may have; or

4.6.2 constitute or imply an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or

4.6.3 except as provided in this deed or the settlement legislation:

(a) affect a right that Ngati Toa Rangatira may have, including a right arising:

(i) from Te Tiriti o Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including in relation to aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; or

(b) be intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or

(c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.6.3(b), including:

(i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(ii) the Fisheries Act 1996; or

(iii) the Maori Fisheries Act 2004; or

(iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.7 Clause 4.6 does not limit clause 4.4.

REDRESS

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

4.8.1 is intended to benefit Ngati Toa Rangatira collectively; but

4.8.2 may benefit particular members, or particular groups of members, of Ngati Toa Rangatira if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.9 The settlement legislation will, on the terms provided by sections 16 to 23 of the draft settlement bill:

4.9.1 settle the historical claims;

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

4.9.3 provide that the legislation referred to in section 18 of the draft settlement bill does not apply:

(a) to a settlement property in the Wellington Land District;

(b) to land in the Nelson Land District or Marlborough Land District; or

(c) for the benefit of Ngati Toa Rangatira or a representative entity;

4.9.4 require any resumptive memorials to be removed from the computer registers for:

(a) land in the Nelson Land District or Marlborough Land District; and

(b) each allotment that is all or part of a settlement property in the Wellington Land District;

4.9.5 provide that clauses 4.9.3 and 4.9.4 do not apply to:

(a) a deferred selection property except where:

(i) the governance entity elects to purchase the property under paragraph 4.5 of the property redress schedule; and

(ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;

(b) a commercial property except where:

(i) the governance entity elects to purchase the property under paragraph 6.6 of the property redress schedule; and

(ii) the beneficial ownership transfers to the governance entity under paragraphs 5.2 or 5.38 of the property redress schedule;

(c) deferred selection RFR land except in the circumstances referred to in section 162 or 183 of the draft settlement bill;

4.9.6 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which:

(i) the trustee of the Toa Rangatira Trust, being the governance entity, may hold or deal with property;

(ii) the Toa Rangatira Trust may exist; and

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

4.10 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

KAPITI ISLAND REDRESS

5.1 Kapiti Island is of immense significance to Ngati Toa Rangatira. Kapiti Island was, and is, a primary place of significance to Ngati Toa Rangatira for historical, political, economic, cultural and spiritual reasons. As a consequence the Crown provides the redress set out in clauses 5.2 to 5.17.

VESTING AND GIFT BACK OF THE KAPITI ISLAND NATURE RESERVE SITE

5.2 The settlement legislation will, on the terms provided by sections 118 to 120 of the draft settlement bill, provide that:

5.2.1 the governance entity will give written notice to the Minister of Conservation stating the date that the Kapiti Island Nature Reserve site is to vest in the governance entity under clause 5.2.3 (the **vesting date**);

5.2.2 the vesting date:

(a) be no later than 31 December 2024; and

(b) be not less than 40 business days after the date upon which the notice is given under clause 5.2.1;

5.2.3 on the date specified in the notice provided under clause 5.2.1 the fee simple estate in the Kapiti Island Nature Reserve site vests in the governance entity;

5.2.4 on the tenth day after the vesting date, the fee simple estate in the Kapiti Island Nature Reserve site vests in the Crown:

(a) as a nature reserve;

(b) as a gift from the governance entity to the Crown for the people of New Zealand; and

(c) in recognition of the mana of Ngati Toa Rangatira;

5.2.5 despite the vestings under clauses 5.2.3 and 5.2.4 (the **vestings**):

(a) the Kapiti Island Nature Reserve site remains a reserve under the Reserves Act 1977, and that Act continues to apply to the reserve, as if the vestings had not occurred;

(b) any other enactment or any instrument that applied to the Kapiti Island Nature Reserve site immediately before the vesting date continues to apply to that site as if the vestings had not occurred;

(c) every encumbrance that affected the Kapiti Island Nature Reserve site immediately before the vesting date continues to affect that site as if the vestings had not occurred;

(d) the Crown retains all liability for the Kapiti Island Nature Reserve site as if the vestings had not occurred; and

(e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and

5.2.6 to the extent that Nga Paihau applies to the Kapiti Island Nature Reserve site immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

VESTING OF THE KAPITI ISLAND NORTH NATURE RESERVE SITE

5.3 In clauses 5.4 to 5.15 **conservation board** means the conservation board with jurisdiction over Kapiti Island (as shown on deed plan OTS-068-61).

Background

5.4 The parties:

5.4.1 have agreed that the fee simple estate in the Kapiti Island North Nature Reserve site will be vested in the governance entity subject to certain conditions; and

5.4.2 acknowledge the importance of the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site being managed in an integrated manner.

5.5 The Crown acknowledges the willingness of Ngati Toa Rangatira to allow the Crown to continue to manage the Kapiti Island North Nature Reserve site for conservation purposes.

5.6 In order to reflect the acknowledgements under clauses 5.4 and 5.5 and the respective interests of Ngati Toa Rangatira and the Crown, the participation of the Crown and Ngati Toa Rangatira in the ongoing management of the Kapiti Island North Nature Reserve site will be provided through:

5.6.1 the participation of Ngati Toa Rangatira and the Crown in a strategic advisory committee (as provided for in clause 5.12) (**strategic advisory committee**);

5.6.2 the joint approval of a conservation management plan by the strategic advisory committee and the conservation board, with such plan to cover the management of both the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site (as provided for in clause 5.15);

5.6.3 the Kapiti Island North Nature Reserve site being held under the Reserves Act 1977, with the Department of Conservation being responsible for the administration, control and management of that reserve (as provided for in clause 5.7.6);

5.6.4 the requirement that the Department of Conservation manage the Kapiti Island North Nature Reserve site and the Kapiti Island Nature Reserve site in accordance with the conservation management plan referred to in clause 5.15; and

5.6.5 the Crown retaining an interest in the Kapiti Island North Nature Reserve site to ensure that the nature reserves on Kapiti Island can be managed in an integrated manner as a nature reserve over the long term, as provided for in clause 5.7.11.

Settlement legislation

5.7 The settlement legislation will, on the terms provided by sections 112 to 117 of the draft settlement bill, provide that:

5.7.1 the Kapiti Island North Nature Reserve site is declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977;

5.7.2 the reserve created by clause 5.7.1 is named the Kapiti Island North Nature Reserve;

5.7.3 the fee simple estate in the Kapiti Island North Nature Reserve site vests in the governance entity on the settlement date, despite section 2 of the Kapiti Island Public Reserve Act 1897;

5.7.4 the governance entity holds the Kapiti Island North Nature Reserve site as if that site was held in accordance with section 26(2) of the Reserves Act 1977;

5.7.5 the Reserves Act 1977 continues to apply to the Kapiti Island North Nature Reserve site as if that site remained vested in the Crown;

5.7.6 the Crown, through the Department of Conservation, continues to administer, control and manage the Kapiti Island North Nature Reserve site;

5.7.7 the Crown must not grant a lease over any part of the Kapiti Island North Nature Reserve site;

5.7.8 a computer freehold register for the Kapiti Island North Nature Reserve site will be created in the name of governance entity;

5.7.9 any improvements in the Kapiti Island North Nature Reserve site do not vest in the governance entity;

5.7.10 the governance entity has no capacity to alienate, grant or create any legal or equitable right or interest in the Kapiti Island North Nature Reserve site, except, and despite section 2 of the Kapiti Island Public Reserve Act 1897:

(a) where a change of trustees is required to be registered on the computer freehold register; or

(b) where there is a change in the name of the registered owner on the computer freehold register from the governance entity to a tupuna under clause 5.7.13;

5.7.11 the Crown retains an interest in the Kapiti Island North Nature Reserve site as follows:

(a) if the governance entity no longer wishes to hold the Kapiti Island North Nature Reserve site, or part of it, for the purposes of a nature reserve,

the governance entity will give written notice to the Minister of Conservation;

(b) within 20 business days after receiving notice from the governance entity under clause 5.7.11(a), the Minister of Conservation will give notice in the *Gazette* that the Kapiti Island North Nature Reserve site, or the relevant part of it, is no longer vested in the governance entity and is vested in the Crown as a nature reserve; and

(c) the Registrar-General of Land will take such action as is required to give effect to the *Gazette* notice referred to in clause 5.7.11(b);

5.7.12 in relation to the right of way easement created by a partition order made on 3 April 1963 (recorded in Otaki minute book volume 70 folio 52) and referred to in Maori Land Court order B444342.1:

(a) that easement is cancelled;

(b) the Registrar (as defined by section 4 of Te Ture Whenua Maori Act 1993) must note the cancellation of that easement; and

(c) the Registrar-General of Land must remove any memorial relating to that easement from any relevant computer register;

5.7.13 the governance entity may, at any time while it is the registered proprietor of the Kapiti Island North Nature Reserve site, give written notice to the Registrar-General of Land stating that a tupuna is to become the registered proprietor of that site; and

5.7.14 where a tupuna becomes the registered proprietor of the Kapiti Island North Nature Reserve site pursuant to clause 5.7.13, the site will be dealt with as if the governance entity were the registered proprietor of that site.

Vesting of Kapiti Island North Nature Reserve balance site

5.8 The settlement legislation will, on the terms provided by section 117 of the draft settlement bill, provide that:

5.8.1 the Minister of Conservation may give notice in the *Gazette* that all or part of the Kapiti Island North Nature Reserve balance site (the **balance site**) becomes part of the Kapiti Island North Nature Reserve site;

5.8.2 the Minister of Conservation may only give notice under clause 5.8.1 if:

(a) enactments have settled all claims of Maori relating to Kapiti Island that are, or are founded on, any right and that arise from, or relate to, acts or omissions before 21 September 1992 by, or on behalf of, the Crown or by or under legislation; and

(b) any part of the balance site to which the notice under clause 5.8.1 relates remains vested in the Crown; and

5.8.3 the notice under clause 5.8.1 must state that the balance site becomes part of the Kapiti Island North Nature Reserve site on the terms provided by section 117 of the draft settlement bill.

VESTING OF KAPITI ISLAND SITE

5.9 The settlement legislation will vest in the governance entity on the settlement date the fee simple estate in the Kapiti Island site (as shown on deed plan OTS-068-01):

5.9.1 on the terms provided by sections 108 to 111 of the draft settlement bill; and

5.9.2 subject to the governance entity providing the Crown with a registrable covenant in relation to that site in the form set out in part 4 of the documents schedule.

ACCESS ACROSS KAPITI ISLAND RESERVES

5.10 The settlement legislation will, on the terms provided by section 109 of the draft settlement bill, provide that:

5.10.1 the governance entity, and any person authorised by the governance entity, may gain access to the Kapiti Island site by passing across:

(a) the specified area of the Kapiti Island Nature Reserve site;

(b) the specified area of the Kapiti Island North Nature Reserve site,

(as shown on the plan entitled 'Right of access to Kapiti site' in the attachments); and

(c) any land that adjoins part of the site referred to in clause 5.10.1(b) which is deemed to form part of the reserve in that site under section 20(3) of the Reserves Act 1977;

5.10.2 a person exercising a right of access:

(a) may do so by vehicle or on foot;

(b) may perform minor clearance of vegetation on the specified areas to allow the access rights to be exercised;

(c) must observe any reasonable conditions imposed by the Director-General of Conservation, including without limitation conditions relating to the management of biosecurity or fire risk; and

(d) must not interfere with any other person who is in a reserve under an authority granted under the Reserves Act 1977; and

5.10.3 the right of access under this clause may be exercised despite section 20(2)(c) of the Reserves Act 1977.

BURIAL CAVES AT WHAREKOHU BAY

5.11 The Crown acknowledges the significance of the burial caves at Wharekohu Bay to Ngati Toa Rangatira. In recognition of the importance of these sites, and Ngati Toa

Rangatira's role as kaitiaki in respect of them, a specific function of the strategic advisory committee relates to the burial caves as provided in clause 5.12.7(c)(iii).

STRATEGIC ADVISORY COMMITTEE

Strategic advisory committee established

5.12 The settlement legislation will, on the terms provided by sections 121 to 126 of the draft settlement bill, provide:

5.12.1 for a strategic advisory committee to be established in relation to the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) and the Kapiti Island North Nature Reserve site;

Appointment of members to strategic advisory committee

5.12.2 for the strategic advisory committee to consist of no more than six members, being:

(a) two members appointed by the governance entity; and

(b) two members appointed by the Director-General of Conservation; and

(c) up to two members to be appointed by representatives of an iwi who may become entitled to appoint a member under another enactment;

(those appointing entities each being an **appointer**)

5.12.3 that the chair of the strategic advisory committee will be appointed from time to time by the governance entity and that person must be an existing member of the strategic advisory committee;

5.12.4 that each member of the strategic advisory committee:

(a) will be appointed for a term of five years;

(b) may be replaced during that five year term at the discretion of that member's appointer; and

(c) may be reappointed;

5.12.5 that an appointer will give notice in writing to the other appointers of any appointment under clauses 5.12.2 and 5.12.4;

5.12.6 that the Director-General of Conservation will give public notice of any appointment under clause 5.12.4 by way of notice in the *Gazette*;

Functions of strategic advisory committee

5.12.7 that the functions of the strategic advisory committee will be to:

(a) provide advice to the Minister of Conservation, the Director-General of Conservation, and the governance entity on conservation matters affecting the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;

(b) exercise functions in relation to the preparation and joint approval of the conservation management plan as set out in clause 5.15; and

(c) without limiting clause 5.12.7(a) provide advice:

(i) on any conservation management strategy that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.4;

(ii) on annual planning in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site under clause 5.13.2; and

(iii) to the Minister of Conservation on the burial caves at Wharekohu Bay under clause 5.13.3;

Procedure and meetings of strategic advisory committee

5.12.8 that the strategic advisory committee must regulate its own procedure, subject to the following limitations:

(a) that the strategic advisory committee can only make decisions with the agreement of all of the members who are present and voting at a meeting;

(b) that the strategic advisory committee must hold its first meeting no later than six months after settlement date;

(c) that the strategic advisory committee must meet as required to perform its functions, but no less than twice a year unless the committee agrees otherwise;

(d) that a person may attend a meeting of the strategic advisory committee in place of a member if appointed to do so by the member;

(e) that an appointer must meet the costs of its appointees, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay his or her own costs;

(f) that each appointer must pay the administrative costs of its appointees on the strategic advisory committee in proportion to the number of its appointed members to the total number of members, except that an interim member appointed under clause 5.14 (instead of the Minister of Conservation) must pay the administrative costs proportionate to his or her membership; and

Quorum at meetings of strategic advisory committee

5.12.9 for quorum requirements at meetings of the strategic advisory committee, on the terms provided by section 126 of the draft settlement bill.

Strategic advisory committee may provide advice on conservation matters

5.13 The settlement legislation will, on the terms provided by sections 127 to 131 of the draft settlement bill, provide:

5.13.1 for the strategic advisory committee to provide written advice to one or more of the following persons on any conservation matter that affects the Kapiti Island Nature Reserve site or the Kapiti Island North Nature Reserve site:

(a) the Minister of Conservation;

(b) the Director-General of Conservation; or

(c) the governance entity;

5.13.2 that the Director-General of Conservation must consult with and have regard to any advice of the strategic advisory committee on annual planning (including the application of annual conservation priorities) in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site;

5.13.3 that the strategic advisory committee may provide written advice to the Minister of Conservation in relation to the burial caves at Wharekohu Bay;

5.13.4 that when preparing, reviewing or amending any conservation management strategy under section 17F, 17H or 17I of the Conservation Act 1987 that affects the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site:

(a) the Director-General of Conservation must consult, and have regard to any written advice of, the strategic advisory committee under section 17F(a) of the Conservation Act 1987 prior to the preparation of the draft conservation management strategy;

(b) the Director-General of Conservation must send a copy of the summary of submissions and the revised draft of the conservation management strategy to the strategic advisory committee at the same time that those documents are sent to the conservation board under section 17F(i) of the Conservation Act 1987;

(c) the strategic advisory committee may, no later than two months after receiving the documents referred to in clause 5.13.4(b), provide written advice on the documents to the conservation board;

(d) the conservation board must, before doing anything under section 17F(k)(i) or (ii) of that Act, have regard to any advice received under clause 5.13.4(c); and

(e) to avoid doubt, nothing in this clause 5.13.4 prevents the strategic advisory committee making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987;

General provisions regarding advice of the strategic advisory committee

5.13.5 that where the Minister of Conservation or Director-General of Conservation consults with and seeks the advice of the strategic advisory committee:

(a) the Minister of Conservation or Director-General of Conservation must state a reasonable time period within which the strategic advisory committee may provide advice; and

(b) the Minister of Conservation or Director-General of Conservation must have regard to any written advice of the strategic advisory committee which is provided within that time period;

5.13.6 that the Minister of Conservation and Director-General of Conservation must have regard to any written advice received from the strategic advisory committee of its own volition under clauses 5.13.1 to 5.13.3 on a matter for which advice has not been requested; and

5.13.7 that to avoid doubt, the Crown is not prevented from consulting, and receiving advice from, any person or organisation in relation to the Kapiti Island Nature Reserve site and the Kapiti Island North Nature Reserve site.

Interim members of strategic advisory committee

5.14 The settlement legislation will, on the terms provided by section 123 of the draft settlement bill, provide that the Minister of Conservation may appoint no more than two interim members of the strategic advisory committee, only for the purposes of the strategic advisory committee performing its functions relating to the conservation management plan under clause 5.15.

CONSERVATION MANAGEMENT PLAN

Procedure for preparation and approval of Kapiti Island Plan

5.15 The settlement legislation will, on the terms provided by sections 132 to 144 of the draft settlement bill, provide that:

5.15.1 a conservation management plan for the Kapiti Island North Nature Reserve and the Kapiti Island Nature Reserve (which includes any other land set apart as a reserve for the preservation of native flora and fauna by *Gazette* 1973 page 1381) (**Kapiti Island Plan**) will be prepared and approved in accordance with the process contained in this clause 5.15;

5.15.2 the Reserves Act 1977 applies to the Kapiti Island Plan as if that plan is a conservation management plan prepared and approved under section 40B of that Act;

5.15.3 despite section 40B of the Reserves Act 1977, sections 17E (except section 17E(9)), 17F, 17G, 17H, 17I, 49(2) and 49(3) of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the Kapiti Island Plan;

Preparation

5.15.4 the Director-General of Conservation must not commence preparation of the draft Kapiti Island Plan until the earlier of:

(a) the day on which the Minister of Conservation appoints an interim member under clause 5.14; or

(b) the day that is three years and six months after the settlement date;

5.15.5 each draft Kapiti Island Plan will be prepared by the Director-General of Conservation in consultation with the strategic advisory committee, the conservation board, and such other persons or organisations as the Director-General of Conservation considers practicable and appropriate;

Notification

5.15.6 no later than six months after commencement of the preparation of the draft Kapiti Island Plan under clause 5.15.4, the Director-General of Conservation will notify that draft in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils, territorial authorities and iwi authorities, and that provision will apply as if the notice were required to be given by the Minister of Conservation;

5.15.7 every notice under clause 5.15.6 will:

(a) state that the draft Kapiti Island Plan is available for inspection at the places and times specified in the notice; and

(b) call upon persons or organisations interested to lodge with the Director-General of Conservation submissions on the draft Kapiti Island Plan before the date specified in the notice, being a date not less than two months after the date of the publication of the notice;

Submissions

5.15.8 any person or organisation may make written submissions to the Director-General of Conservation on the draft Kapiti Island Plan at the place and before the date specified in the notice;

5.15.9 the Director-General of Conservation may, after consultation with the strategic advisory committee and the conservation board, obtain public opinion of the draft Kapiti Island Plan by any other means from any person or organisation;

5.15.10 from the date of public notification of the draft Kapiti Island Plan until public opinion of it has been made known to the Director-General of Conservation, the draft Kapiti Island Plan will be made available by the Director-General of Conservation for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan;

Hearing of submissions

5.15.11 the Director-General of Conservation will give every person or organisation who or which, in making any submissions on the draft Kapiti Island Plan, asked to be heard in support of his or her or its submission a reasonable

opportunity of appearing before a meeting of representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board;

5.15.12 representatives of the Director-General of Conservation, the strategic advisory committee and the conservation board may hear submissions from any other person or organisations consulted on the draft Kapiti Island Plan;

5.15.13 the hearing of submissions will be concluded no later than two months after the closing date for submissions identified in clause 5.15.7(b);

5.15.14 the Director-General of Conservation will prepare a summary of the submissions received on the draft Kapiti Island Plan and public opinion made known about it and, no later than one month after the conclusion of the hearing of submissions, provide that summary to the strategic advisory committee and the conservation board;

Revision

5.15.15 after considering such submissions and public opinion the Director-General of Conservation will, in consultation with the representatives of the strategic advisory committee and the conservation board who heard the submissions, revise the draft Kapiti Island Plan and, no later than four months after the completion of the hearing of submissions, will send to the strategic advisory committee and the conservation board the revised draft Kapiti Island Plan;

5.15.16 on receipt of the revised draft Kapiti Island Plan:

(a) the strategic advisory committee and the conservation board will consider the revised draft Kapiti Island Plan prepared under clause 5.15.15 and the summary prepared under clause 5.15.14, and may, no later than four months after receiving those documents, request the Director-General of Conservation to further revise the draft Kapiti Island Plan; and

(b) if a request is made under clause 5.15.16(a) the Director-General of Conservation will further revise the draft Kapiti Island Plan in accordance with the request from the strategic advisory committee and the conservation board, and will, no later than two months after receiving a request under clause 5.15.16(a) send to the strategic advisory committee and the conservation board the further revised draft Kapiti Island Plan;

Referral to Conservation Authority and Minister of Conservation

5.15.17 on receipt of the revised draft under clause 5.15.15, or if a request is made under clause 5.15.16(a), on receipt of the further revised draft under clause 5.15.16(b), the strategic advisory committee and the conservation board will refer the draft Kapiti Island Plan and the summary prepared under clause 5.15.14 to:

(a) the New Zealand Conservation Authority for comments on matters relating to the national public conservation interest in Kapiti Island; and

(b) the Minister of Conservation for his or her comments;

5.15.18 the New Zealand Conservation Authority and the Minister of Conservation will provide any comments on the draft Kapiti Island Plan to the strategic advisory committee and the conservation board no later than four months after receiving that draft plan for comment;

Approval

5.15.19 after considering any comments received from the New Zealand Conservation Authority and the Minister of Conservation under clause 5.15.18, the strategic advisory committee and the conservation board will make any changes considered necessary and:

(a) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, approve the draft Kapiti Island Plan; or

(b) no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, refer any matter of disagreement in relation to the draft Kapiti Island Plan to the New Zealand Conservation Authority for determination;

Referral to Conservation Authority in case of disagreement

5.15.20 where the strategic advisory committee and the conservation board refer any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will also provide a written statement of the matters of disagreement and the reasons for such disagreement;

5.15.21 no later than three months after referral to it under clause 5.15.19(b), the New Zealand Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to the strategic advisory committee and the conservation board;

5.15.22 after receiving and considering the recommendation of the New Zealand Conservation Authority under clause 5.15.21, the strategic advisory committee and the conservation board will seek to resolve any matters of disagreement, and will make any changes considered necessary to the draft Kapiti Island Plan;

5.15.23 if the strategic advisory committee and the conservation board have not resolved any matters of disagreement within two months of receiving the recommendation from the New Zealand Conservation Authority under clause 5.15.21, the recommendation of the New Zealand Conservation Authority under clause 5.15.21 will be binding on the strategic advisory committee and the conservation board, and those parties will make any changes to the draft Kapiti Island Plan that are considered necessary to implement that recommendation; and

5.15.24 where the strategic advisory committee and the conservation board have referred any matter of disagreement to the New Zealand Conservation Authority under clause 5.15.19(b), the strategic advisory committee and the conservation board will approve the draft Kapiti Island Plan no later than four months after receiving the recommendation of the New Zealand Conservation Authority under clause 5.15.21;

Mediation process

5.15.25 at any time during the process set out in clauses 5.15.4 to 5.15.24, any of the strategic advisory committee, the conservation board or the Director-General of Conservation may refer any matter of disagreement arising out of that process to a mediator, and the following conditions will apply to such a mediation process:

(a) no later than three months after the settlement date, the strategic advisory committee, the conservation board and the Director-General of Conservation will agree on a mediator to be used in the event of referral to mediation under this clause 5.15.25, and the parties may agree to change the mediator from time to time;

(b) where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process under this clause 5.15.25;

(c) where one of the strategic advisory committee, the conservation board or the Director-General of Conservation considers that it is necessary to resort to the mediation process under this clause 5.15.25, that party will give notice in writing of that referral to the other parties;

(d) all parties will participate in a mediation process in a co-operative, open-minded and timely manner;

(e) in participating in a mediation the parties will have particular regard to the purpose of the conservation management plan redress provided under this deed and the conservation purpose for which Kapiti Island is held;

(f) where a matter of disagreement is referred to mediation under this clause 5.15.25, the mediation process must be completed no later than three months after the date upon which notice of referral is given under clause 5.15.25(c);

(g) pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the Kapiti Island Plan;

(h) the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;

(i) the period of time taken for a mediation process under this clause 5.15.25 will not be counted for the purposes of the timeframes specified in clauses 5.15.4 to 5.15.24 for the preparation and approval of the Kapiti Island Plan; and

(j) to avoid doubt, the period of time referred to in clause 5.15.25(i) will not exceed three months;

Reviews of the Kapiti Island Plan

5.15.26 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate a review of the Kapiti Island Plan or any part of that plan;

5.15.27 the strategic advisory committee or the conservation board may at any time request that the Director-General of Conservation initiate a review of the Kapiti Island Plan or any part of that plan and the Director-General of Conservation will consider that request in making a decision under clause 5.15.26;

5.15.28 every review of the Kapiti Island Plan will be carried out and approved in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications;

5.15.29 the following provisions will also apply in relation to reviews of the Kapiti Island Plan:

(a) the Kapiti Island Plan will be reviewed as a whole by the Director-General of Conservation not later than 10 years after the date upon which the plan was last approved; and

(b) the Minister of Conservation may, after consultation with the strategic advisory committee and the conservation board, extend that period of review;

Amendments to the Kapiti Island Plan

5.15.30 the Director-General of Conservation, after consultation with the strategic advisory committee and the conservation board, may at any time initiate the amendment of the Kapiti Island Plan, or any part of that plan;

5.15.31 except as provided in clause 5.15.32, every amendment to the Kapiti Island Plan will be carried out in accordance with the provisions of clauses 5.15.1 to 5.15.25, which will apply with any necessary modifications; and

5.15.32 where the proposed amendment is of such a nature that the Director-General of Conservation, the strategic advisory committee and the conservation board consider that it will not materially affect the objectives or policies expressed in the Kapiti Island Plan or the public interest in the area concerned:

(a) the Director-General of Conservation will send the proposal to the strategic advisory committee and the conservation board;

(b) the strategic advisory committee and the conservation board may decide to amend the Kapiti Island Plan as set out in the proposal; and

(c) if the strategic advisory committee and the conservation board decide to amend the Kapiti Island Plan, they will approve the amended Kapiti Island Plan no later than two months after receiving the proposal.

NGA PAIHAU KI KAPITI

5.16 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.16.1 declare Kapiti Island, consisting of:

(a) the Kapiti Island Nature Reserve site (which includes any other land set apart as a reserve for the preservation of native flora and fauna by Gazette 1973 page 1381);

(b) the Kapiti Island North Nature Reserve site; and

(c) the Kapiti Marine Reserve,

to be subject to Nga Paihau Ki Kapiti;

5.16.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to Kapiti Island;

5.16.3 require the New Zealand Conservation Authority, and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of the sites to have particular regard to:

(a) the statement of Ngati Toa Rangatira values; and

(b) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of Kapiti Island to:

(a) consult the governance entity; and

(b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:

(i) the Ngati Toa Rangatira values; and

(ii) the protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to Kapiti Island);

5.16.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to Kapiti Island, the New Zealand Conservation Authority will, before approving the strategy, give the

governance entity an opportunity to make submissions in relation to those concerns;

5.16.6 require the application of Nga Paihau Ki Kapiti to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting Kapiti Island;

5.16.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to Kapiti Island; and

5.16.8 enable the making of regulations and bylaws in relation to Kapiti Island.

5.17 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

VESTING AND GIFT BACK OF BALANCE OF MANA ISLAND

5.18 In clause 5.19, **balance of Mana Island** means 212.46 hectares approximately, being Parts Mana Island Block XI Paekakariki Survey District, balance Gazette Notice 966075.1, as shown on SO 445976.

5.19 The settlement legislation will, on the terms provided by sections 104 to 106 of the draft settlement bill, provide that:

5.19.1 the governance entity will give written notice to the Minister of Conservation stating the date that the balance of Mana Island is to vest in the governance entity under clause 5.19.3 (the **vesting date**);

5.19.2 the vesting date will:

(a) be no later than 31 December 2024; and

(b) be not less than 40 business days after the date upon which the notice is given under clause 5.19.1;

5.19.3 on the vesting date the fee simple estate in the balance of Mana Island vests in the governance entity;

5.19.4 on the tenth day after the vesting date, the fee simple estate in the balance of Mana Island vests in the Crown as a gift back to the Crown by the governance entity for the people of New Zealand;

5.19.5 despite the vestings under clauses 5.19.3 and 5.19.4 (the **vestings**):

(a) the balance of Mana Island remains a reserve under the Reserves Act 1977 and that Act continues to apply to the balance of Mana Island as if the vestings had not occurred;

(b) any other enactment or any instrument that applied to the balance of Mana Island immediately before the settlement date continues to apply to it as if the vestings had not occurred;

(c) every encumbrance that affected the balance of Mana Island immediately before the settlement date continues to affect it as if the vestings had not occurred;

(d) the Crown retains all liability for the balance of Mana Island as if the vestings had not occurred;

(e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and

5.19.6 to the extent that a statutory acknowledgement or a deed of recognition applies to the balance of Mana Island immediately before the vesting date, it continues to apply to the site as if the vestings had not occurred.

NGA PAIHAU

5.20 The settlement legislation will, on the terms provided by sections 40 to 58 of the draft settlement bill:

5.20.1 declare each of the following sites is subject to Nga Paihau:

(a) The Brothers (as shown on deed plan OTS-068-21); and

(b) Wairau Lagoons (Part of the Wairau Lagoons Wetland Management Reserve) (as shown on deed plan OTS-068-22);

5.20.2 provide the Crown's acknowledgement of the statement of Ngati Toa Rangatira values in relation to each of the sites;

5.20.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:

(a) the statement of Ngati Toa Rangatira values; and

(b) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

5.20.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to:

(a) consult the governance entity; and

(b) have particular regard to the views of the governance entity as to the effect of the strategy or plan on:

(i) the Ngati Toa Rangatira values; and

(ii) the relevant protection principles (on which the governance entity and the Minister of Conservation may agree, and which will be intended to prevent harming or diminishing the Ngati Toa Rangatira values in relation to each of the sites);

5.20.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to a site, the New Zealand Conservation Authority will, before approving the strategy, give the governance entity an opportunity to make submissions in relation to those concerns;

5.20.6 require the application of the Nga Paihau to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting a site;

5.20.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and

5.20.8 enable the making of regulations and bylaws in relation to the sites.

5.21 The statement of Ngati Toa Rangatira values, the protection principles and the Director-General of Conservation's actions are in the documents schedule.

POUTIAKI INSTRUMENT

5.22 In clauses 5.23 to 5.34:

5.22.1 **poutiaki area** means the areas with the general location (but not the precise boundaries) shown in yellow and pink on OTS-068-74; and

5.22.2 **relevant councils** means the Wellington Regional Council and the Marlborough District Council.

Crown acknowledgment

5.23 The Crown acknowledges Ngati Toa Rangatira's role as a kaitiaki over the coastal marine area of the following areas that are within the poutiaki area as shown on OTS-068-74:

5.23.1 Cook Strait;

5.23.2 Porirua Harbour;

5.23.3 Te Whanganui / Port Underwood; and

5.23.4 Pelorus Sound / Te Hoiere (including Kenepuru Sound, Mahau Sound and Tennyson Inlet),

(the **poutiaki coastal marine area**).

Poutiaki plan

5.24 The settlement legislation will, on the terms set out in sections 145 to 148 of the draft settlement bill, provide that:

5.24.1 the governance entity may from time to time prepare a plan in relation to the poutiaki area (the **poutiaki plan**) and lodge it with the relevant councils;

5.24.2 the purpose of the poutiaki plan is to identify:

(a) the values and principles of Ngati Toa Rangatira in relation to the poutiaki coastal marine area;

(b) the resource management issues of significance to Ngati Toa Rangatira in relation to the poutiaki coastal marine area; and

(c) Ngati Toa Rangatira's statement of kaitiakitanga relating to fisheries management in relation to the poutiaki area.

5.25 The settlement legislation will, on the terms set out in section 147 of the draft settlement bill, provide that a relevant council must when reviewing or preparing a regional policy statement or regional coastal plan:

5.25.1 take into account the poutiaki plan, to the extent that the poutiaki plan is relevant to resource management issues and relates to the poutiaki coastal marine area within the council's jurisdiction;

5.25.2 include in the regional policy statement or regional coastal plan a statement of the resource management issues of significance to Ngati Toa Rangatira as set out in the poutiaki plan; and

5.25.3 refer to the poutiaki plan to the extent that it is relevant in an evaluation of a proposed regional policy statement or proposed regional coastal plan under section 32 of the Resource Management Act 1991.

5.26 The Ministry for the Environment will, following a request by the governance entity to provide technical support in the preparation of the initial poutiaki plan:

5.26.1 meet with the governance entity to agree the nature and scope of the technical support to be provided by the Ministry;

5.26.2 provide to the governance entity the agreed technical support; and

5.26.3 not be required to provide financial support for the preparation of that plan.

5.27 To avoid doubt, the poutiaki plan does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights (including rights under the Marine and Coastal Area (Takutai Moana) Act 2011) over the poutiaki area.

The Cook Strait forum

5.28 The Wellington Regional Council has agreed that it will convene an annual Cook Strait forum.

5.29 Within six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.31 inviting those entities to participate in the annual Cook Strait forum to be convened by the Wellington Regional Council.

5.30 The letter referred to in clause 5.29 will propose that the Cook Strait forum will:

5.30.1 take place annually for the purpose of co-ordinating and sharing information, and discussing issues of concern over the Cook Strait coastal marine area within the jurisdiction of the relevant councils;

5.30.2 be co-chaired by the relevant councils; and

5.30.3 be conducted in accordance with terms of reference that will be developed by the relevant councils and confirmed by the Cook Strait forum. A definition of the applicable coastal marine area of the Cook Strait, for the purposes of the forum, will be outlined in the terms of reference.

5.31 The entities referred to in clause 5.29 are:

5.31.1 the governance entity;

5.31.2 other iwi with interests in Cook Strait;

5.31.3 Wellington Regional Council;

5.31.4 Marlborough District Council;

5.31.5 Department of Conservation;

5.31.6 Ministry for the Environment;

5.31.7 Ministry of Business, Innovation and Employment;

5.31.8 Ministry of Transport;

5.31.9 Maritime New Zealand;

5.31.10 Transpower; and

5.31.11 Biosecurity New Zealand.

5.32 The Cook Strait forum may, from time to time, invite other entities to attend a Cook Strait forum.

5.33 The entities referred to in clause 5.31 will meet their own costs relating to participation in the Cook Strait forum.

5.34 To avoid doubt, the Cook Strait forum is not a committee or joint committee of a local authority under the Local Government Act 2002.

STATUTORY ACKNOWLEDGEMENT

5.35 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:

5.35.1 provide the Crown's acknowledgement of the statements by Ngati Toa Rangatira of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Balance of Mana Island (as shown on deed plan OTS-068-28);

(b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);

(c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);

(d) Oteranga Bay Marginal Strip (as shown on deed plan OTS-068-23);

(e) Queen Elizabeth Park (as shown on deed plan OTS-068-24);

(f) Whareroa Farm (as shown on deed plan OTS-068-25);

(g) Te Onepoto Bay (as shown on deed plan OTS-068-26);

(h) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);

(i) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);

(j) Battle Hill Farm Forest Park (as shown on deed plan OTS-068-27);

(k) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);

(l) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);

(m) Wairau Pa (as shown on deed plan OTS-068-35);

(n) Chetwode Islands (as shown on deed plan OTS-068-36);

(o) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);

(p) Hutt River and its tributaries (as shown on deed plan OTS-068-45);

(q) Maitai River and its tributaries (as shown on deed plan OTS-068-46);

(r) Wairau River, Omaka River, Ōpaoa River, and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);

(s) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-069-48);

(t) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

(u) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);

(v) Waimea River and its tributaries (as shown on deed plan OTS-068-58); and

(w) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.35.2 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and

(b) relevant consent authorities to forward to the governance entity:

(i) summaries of resource consent applications affecting a relevant area; and

(ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

(c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

5.35.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with any of the areas;

5.35.4 enable the governance entity to waive the rights specified in clause 5.35.2(b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.35.5 require that any notice given pursuant to clause 5.35.4 include a description of the extent and duration of any such waiver of rights.

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

COASTAL STATUTORY ACKNOWLEDGEMENT

5.37 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.39.1(a) applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.

5.38 Ngati Toa Rangatira acknowledge that they intend to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.39.1(a) in a manner that is consistent with tikanga.

5.39 The settlement legislation will, on the terms provided by sections 24 to 33 of the draft settlement bill:

5.39.1 provide the Crown's acknowledgement of Ngati Toa Rangatira's statement of coastal values in relation to Ngati Toa Rangatira's particular cultural, spiritual, historical, and traditional association with:

(a) Te Tau Ihu coastal marine area (as shown on deed plan OTS-068-70);

(b) Cook Strait (as shown on deed plan OTS-068-38);

(c) Te Awarua-o-Porirua Harbour (as shown on deed plan OTS-068-39);

(d) Wellington Harbour (Port Nicholson) (as shown on deed plan OTS-068-40);

(e) Thoms Rock / Tokahaere (as shown on deed plan OTS-068-41);

(f) Kapukapuariki Rocks (as shown on deed plan OTS-068-42);

(g) Toka-a-Papa Reef (as shown on deed plan OTS-068-43); and

(h) Tawhitikurī / Goat Point (as shown on deed plan OTS-068-44);

5.39.2 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

(b) relevant consent authorities to forward to the governance entity:

(i) summaries of resource consent applications affecting a relevant area; and

(ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

(c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

5.39.3 enable the governance entity, and any member of Ngati Toa Rangatira, to cite the statutory acknowledgement as evidence of Ngati Toa Rangatira's association with all or any part of the areas;

5.39.4 enable the governance entity to waive the rights specified in clause 5.39.2(a) and (b) in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.39.5 require that any notice given pursuant to clause 5.39.4 include a description of the extent and duration of any such waiver of rights.

5.40 The statement of coastal values is in part 2 of the documents schedule.

DEEDS OF RECOGNITION

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

5.41.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:

(a) Balance of Mana Island (as shown on deed plan OTS-068-28);

(b) Red Rocks Scientific Reserve (as shown on deed plan OTS-068-29);

(c) Pukerua Bay Scientific Reserve (as shown on deed plan OTS-068-30);

(d) Pauatahanui Wildlife Reserve (as shown on deed plan OTS-068-31);

(e) Horokiri Wildlife Management Reserve (as shown on deed plan OTS-068-32);

(f) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-068-33);

(g) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-068-34);

(h) Wairau Pa (as shown on deed plan OTS-068-35);

(i) Chetwode Islands (as shown on deed plan OTS-068-36);

(j) Malcolm's Bay Scenic Reserve, Arapaoa Island (as shown on deed plan OTS-068-37);

(k) Hutt River and its tributaries (as shown on deed plan OTS-068-45);

(l) Maitai River and its tributaries (as shown on deed plan OTS-068-46);

(m) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);

(n) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);

(o) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

(p) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);

(q) Waimea River and its tributaries (as shown on deed plan OTS-068-58); and

(r) Motueka River and its tributaries (as shown on deed plan OTS-068-59);

5.41.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

(a) Hutt River and its tributaries (as shown on deed plan OTS-068-45);

(b) Maitai River and its tributaries(as shown on deed plan OTS-068-46);

(c) Wairau River, Omaka River, Ōpaoa River and Kaituna River and their tributaries (as shown on deed plan OTS-068-47);

(d) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-068-48);

(e) Tuamarina River and its tributaries (as shown on deed plan OTS-068-49);

(f) Buller River and its tributaries (northern portion) (as shown on deed plan OTS-068-50);

(g) Waimea River and its tributaries (as shown on deed plan OTS-068-58); and

(h) Motueka River and its tributaries (as shown on deed plan OTS-068-59).

5.42 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the governance entity will be consulted, and regard given to its views, concerning Ngati Toa Rangatira's association with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

5.43 A deed of recognition will be:

5.43.1 in the form in the documents schedule; and

5.43.2 issued under, and subject to, the terms provided by section 34 to 38 of the draft settlement bill.

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

CULTURAL REDRESS PROPERTIES

5.45 The settlement legislation will vest in the governance entity on the settlement date:

In fee simple

5.45.1 the fee simple estate in each of the following sites:

(a) Akatarawa Road conservation area;

(b) Former Tuamarina school house;

(c) Rarangi (Ngati Toa Rangatira);

(d) Rangihaeata;

(e) Pelorus Bridge; and

(f) Titahi Bay Road site A;

In fee simple subject to easements

5.45.2 the fee simple estate in the following site, subject to the governance entity providing registrable easements for rights to drain sewage, stormwater and water, convey water in gross, and a right to park and a right of way in favour of Porirua City Council in relation to the site in the forms included in the documents schedule:

(a) Titahi Bay Road site B;

In fee simple subject to a conservation covenant

5.45.3 the fee simple estate in each of the following sites, subject to the governance entity providing a registrable covenant in relation to each site in the form included in the documents schedule:

(a) Waikutakuta / Robin Hood Bay; and

(b) Elaine Bay;

As a scientific reserve

5.45.4 the fee simple estate in the following site (excluding improvements) as a scientific reserve with the Department of Conservation continuing to administer, control and manage the reserve:

(a) Te Mana a Kupe;

As a scenic reserve subject to encumbrances

5.45.5 the fee simple estate in the following site as a scenic reserve jointly as tenants in common with the Ngati Rarua Settlement Trust with both appointing members to the joint management body and with that joint management body being the administering body for the reserve, subject to the governance entity and the Ngati Rarua Settlement Trust providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to that site in the form included in the documents schedule:

(a) Tokomaru / Mount Robertson;

As an historic reserve

5.45.6 the fee simple estate in each of the following sites as historic reserves with the governance entity as the administering body unless otherwise stated:

(a) Taputeranga Island, with Wellington City Council as the administering body for the reserve;

(b) Onehunga Bay, subject to:

(i) the governance entity providing a registrable easement for a right to convey water in relation to the site in the form included in the documents schedule; and

(ii) clause 5.80.2, with the joint board as the administering body;

(c) Whitianga site (subject to the governance entity providing a registrable easement in gross in favour of Porirua City Council for a right to drain sewage and stormwater in relation to the site in the form included in the documents schedule); and

(d) Te Arai o Wairau (subject to the governance entity providing a registrable easement in gross in favour of Marlborough District Council for a right to place a monument in relation to the site in the form included in the documents schedule);

5.45.7 the fee simple estate in the following site (excluding the historic monument) as an historic reserve jointly as tenants in common with the trustees of the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

(a) Horahora-kākahu;

As a recreation reserve

5.45.8 the fee simple estate in each of the following sites as recreation reserves unless otherwise stated with the governance entity as the administering body:

(a) Wainui (excluding improvements); and

(b) Te Onepoto Bay, and subject to clause 5.80.2, with the joint board as the administering body;

5.45.9 the fee simple estate in the following site as a recreation reserve jointly as tenants in common with the Ngati Rarua Settlement Trust and the Rangitane o Wairau Settlement Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

(a) Pukatea / Whites Bay;

In fee simple to be set apart as a Maori reservation.

5.45.10 the fee simple estate in the Taupo urupa and Whitireia urupa sites, to be set apart after vesting as if they were set apart under section 338(1) of Te Ture Whenua Maori Act 1993:

(a) as a burial ground; and

(b) to be held on trust by the governance entity for the benefit of Ngati Toa Rangatira.

5.46 Each cultural redress property will be:

5.46.1 as described in schedule 3 of the draft settlement bill;

5.46.2 vested on the terms provided by sections 59 to 87 of the draft settlement bill; and

5.46.3 subject to or together with any encumbrances in relation to that property:

(a) required by clause 5.45 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to in schedule 3 of the settlement legislation.

5.47 To avoid doubt, any obligations on the governance entity under the Local Government Official Information and Meetings Act 1987 apply to the governance entity in its capacity as an administering body under the Reserves Act 1977 but not to the governance entity acting in any other capacity.

5.48 Part 1 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

NEW AND ALTERED GEOGRAPHIC NAMES

5.49 The settlement legislation will, on the terms provided by sections 100 to 103 of the draft settlement bill, from the settlement date:

5.49.1 assign each of the following new geographic names to the North Island location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Taupō Point	BP32 564503	Point
Kapukapuariki Rocks	BP32 628594	Reef
Mount Porirua	BP31 551528	Hill
Haukōpua Point	BP31 553542	Point
Motuhara Point	BP31 558513	Point
Te Ana-o-Hau	BP32 606572	Point
Toka Pōtaka Rock	BP31 547529	Rock

5.49.2 alter each of the following existing geographic names in the North Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Colonial Knob	Rangituhi / Colonial Knob	BP31 513424	Hill
Goat Point	Tawhitikurī / Goat Point	BP32 567496	Point
Porirua Harbour and Porirua Harbour (Pauatahanui Inlet)	Te Awarua-o-Porirua Harbour	BP31 548465	Harbour
Tokaapapa Reef (Grandfather Rock)	Toka-a-Papa Reef	BP31 553506	Reef
Te Rewarewa Point	Te Rewarewa Point	BP31 545525	Point

5.49.3 alter each of the following existing geographic names in the South Island to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 - BP30ptBQ30 134549	Sound

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
		BP29,BQ29, BQ28	
Port Underwood	Te Whanganui / Port Underwood	BQ29 943246 BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 - BQ28 645318	Sound
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Fighting Bay	Ōraumoa / Fighting Bay	BQ29 005250	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.50 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will provide letters of introduction to the following local authorities encouraging each authority to enhance their relationship with the governance entity, for example by developing a Memorandum of Understanding between the authority and the governance entity:

5.50.1 Wellington City Council;

5.50.2 Porirua City Council;

5.50.3 Upper Hutt City Council;

5.50.4 Lower Hutt City Council;

5.50.5 Manawatu-Wanganui Regional Council (Horizons Regional Council);

5.50.6 Kapiti Coast District Council;

5.50.7 Wellington Regional Council;

5.50.8 Nelson City Council;

5.50.9 Tasman District Council;

5.50.10 Marlborough District Council; and

5.50.11 Buller District Council.

LETTERS OF INTRODUCTION

5.51 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.52 to:

5.51.1 introduce the governance entity; and

5.51.2 encourage the entities identified in clause 5.52 to establish an ongoing relationship with Ngati Toa Rangatira regarding Ngati Toa Rangatira taonga.

5.52 The entities referred to in clause 5.51 are:

5.52.1 Department of Internal Affairs (National Library and Archives New Zealand functions);

5.52.2 the New Zealand Film Archive;

5.52.3 the New Zealand Historic Places Trust; and

5.52.4 the museums as listed in part 7 of the documents schedule.

TAWHITO WHENUA

5.53 The Crown acknowledges Ngati Toa Rangatira's aspirations to display Tawhito Whenua at Parliament, and notes the discussions between Ngati Toa Rangatira and Te Papa Tongarewa regarding its provenance and that the permission of the Speaker of the House is required for display of taonga at Parliament.

5.54 The Office of Treaty Settlements will facilitate discussions between Ngati Toa Rangatira, Parliamentary Service and Te Papa Tongarewa in relation to the display of Tawhito Whenua (currently held by Te Papa Tongarewa).

RELATIONSHIP AGREEMENT WITH TE PAPA TONGAREWA

5.55 Ngati Toa Rangatira and Te Papa Tongarewa are developing a relationship agreement that will be finalised before settlement date.

SOUTHERN ROHE

5.56 The Crown will pay the governance entity the sum of $500,000 in acknowledgement of claims within Ngati Toa Rangatira's southern rohe.

QUEEN ELIZABETH PARK CAMPING GROUND

Status and Management

5.57 The settlement legislation will, on the terms provided by sections 157 to 161 of the draft settlement bill, provide that:

5.57.1 the classification of the reserve comprising the Queen Elizabeth Park campground site (**campground site**) is changed from a recreation reserve to a local purpose reserve for campground purposes subject to section 23 of the Reserves Act 1977;

5.57.2 the classification of the campground site as a local purpose reserve for campground purposes includes the purpose that there must be a reasonable opportunity to undertake affordable camping on the campground site;

5.57.3 the governance entity is appointed to control and manage the campground site as if that appointment was made under section 28 of the Reserves Act 1977 (**appointment**);

5.57.4 the governance entity, for the proper and beneficial management of the campground site, may enter into an arrangement with another entity for the purpose of that other entity undertaking the management, administration and control of the campground site, as if that arrangement was entered into under section 61(1) of the Reserves Act 1977;

5.57.5 to avoid doubt, a concession is not required under section 59A of the Reserves Act 1977 or Part 3B of the Conservation Act 1987 in relation to an arrangement entered into under clause 5.57.4;

5.57.6 despite section 80 of the Reserves Act 1977, the governance entity may apply any income derived from the campground site to:

(a) the campground site;

(b) any other reserve subject to the Reserves Act 1977 for which the governance entity is the administering body;

(c) any Maori reservation subject to Te Ture Whenua Maori Act 1993, owned by the governance entity; and

(d) the restoration or protection of natural, ecological or historic values on any other land owned by the governance entity;

5.57.7 sections 79 and 84 of the Reserves Act 1977 do not apply to the campground site;

5.57.8 sections 24 and 25 of the Reserves Act 1977 are not to apply to the change of classification or purpose under the settlement legislation of the reserve status of the campground site; and

5.57.9 the campground improvements are authorised to remain on the campground site in accordance with the provisions of clauses 5.57 to 5.71.

5.58 If for any reason the governance entity no longer wishes to control and manage the campground site it may apply to the Minister of Conservation for its appointment to control and manage to be revoked under section 28 of the Reserves Act 1977.

Revocation of appointment to control and manage

5.59 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that if the Minister has any concerns as to the control and management of the campground site by the governance entity such that the Minister is considering revoking or amending the appointment:

5.59.1 the Minister will give notice to the governance entity setting out those concerns (**Minister's notice**) and giving the governance entity an opportunity to respond;

5.59.2 the Minister's notice will state that the governance entity may provide a response within two months of the date upon which the Minister's notice is received by the governance entity; and

5.59.3 when making a decision on whether to revoke or amend the appointment the Minister must, in addition to considering other relevant matters under the Reserves Act 1977, take into account:

(a) any response from the governance entity to the Minister's notice which is received by the Minister within the two month timeframe identified in clause 5.59.2; and

(b) the fact that the appointment of the governance entity to control and manage the campground site was made through, and in the context of, a deed of settlement.

5.60 The settlement legislation will, on the terms provided by section 161 of the draft settlement bill, provide that after considering any response from the governance entity under clause 5.59.2, the Minister shall notify the governance entity of its decision whether to revoke or amend the appointment.

Vesting of campground improvements

5.61 The settlement legislation will, on the terms provided by section 159(1) of the draft settlement bill, vest the campground improvements in the governance entity on the settlement date.

Campground lease and campground improvements

5.62 If the governance entity applies under clause 5.58 to have its appointment revoked or, if the Minister decides to revoke the appointment, the Director-General will:

5.62.1 enter into discussions with the governance entity as to whether the Crown wishes to acquire the campground improvements; and

5.62.2 if the Crown does wish to acquire the campground improvements, what price and other terms and conditions apply to the transfer of ownership of the campground improvements to the Crown.

5.63 If the Crown does not wish to acquire the campground improvements, the governance entity will, if requested by the Director-General, remove the campground improvements:

5.63.1 within a reasonable period of time to be specified by the Director-General; and

5.63.2 at the expense of the governance entity.

5.64 If the governance entity fails to remove the campground improvements within the period of time specified in clause 5.63.1:

5.64.1 ownership of the campground improvements may, at the Crown's election, pass to the Crown; or

5.64.2 the Director-General may have the campground improvements removed; and

5.64.3 any reasonable costs incurred by the Director-General as a result of removing the campground improvements and making good any resulting damage, may be recovered from the governance entity.

5.65 The governance entity agrees that it will keep and maintain the campground improvements in good order and repair, and keep them insured under a policy of indemnity to full insurable value, until:

5.65.1 the governance entity's appointment is revoked; or

5.65.2 the Crown acquires the campground improvements under clause 5.62 or 5.64.1; or

5.65.3 the campground improvements are removed under clause 5.64.3,

whichever is the earliest.

Dispute resolution in relation to campground improvements

5.66 If either party claim that a difference or dispute has arisen in relation to clause 5.62 to 5.64, that party may give written notice to the other party specifying the nature and details of the dispute.

5.67 Within 10 business days of receipt of that notice, the parties must shall meet to endeavour to resolve the dispute.

5.68 If the dispute is not resolved within 20 business days of receipt of the notice of dispute, either party by notice to the other party may refer the dispute to mediation. The mediation will be conducted in Wellington under the LEADR New Zealand Incorporated (**LEADR**) standard mediation agreement. If the parties do not agree on a mediator or the mediator's fees within five (5) business days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of LEADR (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.

5.69 If the dispute is not resolved within 30 business days of the appointment of the mediator, either party may by notice to the other party refer the dispute to arbitration. The arbitration will be conducted in Wellington by a single arbitrator under the Arbitration Act 1996. If the parties do not agree on an arbitrator within five (5) business days of receipt of the notice of arbitration, the arbitrator shall be appointed by the President of the New Zealand Law Society (or his/her nominee) at the request of either party. The Arbitrator's decision shall be final and binding on the Parties.

5.70 The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of the Act and reserve the right to appeal to the High Court on any question of law arising out of an award.

5.71 In respect of any time periods prescribed in relation to any arbitration, time shall be of the essence.

Right of first refusal

5.72 The campground site is the subject of a right of first refusal in favour of the governance entity as set out in clauses 6.48 to 6.50.

RIVER AND FRESHWATER ADVISORY COMMITTEE

5.73 Despite the inclusion of the River and Freshwater Advisory Committee redress in this deed, clauses 5.74 and 5.75 (excluding clause 5.74.3) only apply to Ngati Toa

Rangatira once the Ngati Toa Rangatira governance entity has elected to participate in that Committee.

5.74 The parties acknowledge that:

5.74.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;

5.74.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;

5.74.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;

5.74.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water, and the relevant councils and iwi may work together to enhance that participation through other means;

5.74.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and

5.74.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.

5.75 The settlement legislation will, on the terms provided by sections 161A to 161G of the draft settlement bill, provide:

5.75.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:

(a) Marlborough District Council;

(b) Nelson City Council; and

(c) Tasman District Council;

together the **relevant councils**;

5.75.2 subject to clause 5.75.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;

5.75.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;

5.75.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and fresh water under the Resource Management Act 1991:

(a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;

(b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and

(c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32 of the Resource Management Act 1991);

5.75.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;

5.75.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);

5.75.7 that where the time period specified in clause 5.75.4 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.75.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;

5.75.8 for the advisory committee to:

(a) regulate its own procedure;

(b) operate on the basis of consensus decision making;

(c) have a quorum of a majority of the members of the committee; and

(d) nominate an address for service and advise the relevant councils of this address;

5.75.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.75.4;

5.75.10 that upon receipt of a request under clause 5.75.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;

5.75.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;

5.75.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.75.11, and that council may determine the appropriate representatives to attend any such meeting;

5.75.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;

5.75.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;

5.75.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.75.11;

5.75.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;

5.75.17 that any agreement between a relevant council and the advisory committee under clause 5.75.16 may be terminated by either party by notice in writing; and

5.75.18 that to avoid doubt, the obligations under this clause 5.75 are additional to, and do not derogate from any other obligations of a relevant council under the Resource Management Act 1991.

WHITIREIA PARK MANAGEMENT ARRANGEMENT

5.76 Clause 5.45 of this deed provides for:

5.76.1 the Onehunga Bay site to be vested in the governance entity as an historic reserve; and

5.76.2 Te Onepoto Bay site to be vested in the governance entity as a recreation reserve.

5.77 The parties have agreed that:

5.77.1 the Whitireia Park recreation reserve will be controlled and managed by a joint board comprising equal numbers of members appointed by the governance entity and by the Wellington Regional Council (**joint board**); and

5.77.2 the joint board will control and manage the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve and be the administering body for these reserves, unless the governance entity gives notice that it wishes to assume the role of administering body for those reserves.

Joint Board

5.78 A joint board is established to control and manage the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve (the **three reserves**).

5.79 The joint board is appointed to control and manage the three reserves as if that appointment was made under section 30 of the Reserves Act 1977, but that section has no other application to the joint board.

5.80 The joint board is comprised of up to:

5.80.1 three members appointed by the governance entity; and

5.80.2 three members appointed by the Wellington Regional Council;

(those appointing entities each being an **appointer**)

5.81 A member of the joint board may be appointed, reappointed or discharged at the discretion of the appointer.

5.82 Where there is a vacancy on the joint board, the relevant appointer will fill that vacancy as soon as is reasonably practicable.

5.83 At its first meeting, the joint board will:

5.83.1 appoint an initial Chair of the joint board;

5.83.2 adopt an initial set of standing orders for the operation of the joint board; and

5.83.3 agree an initial schedule of meetings for the joint board.

5.84 The quorum for a meeting of the joint board will be:

5.84.1 at least two members appointed by the governance entity; and

5.84.2 at least two members appointed by the Wellington Regional Council.

5.85 Decisions of the joint board will be made by a simple majority of those members present and voting at a meeting of the joint board.

5.86 The Chair of the joint board will have a deliberative vote but will not have a casting vote.

5.87 Subject to clauses 5.83 to 5.86, and compliance with the Reserves Act 1977, the joint board may regulate its own procedure.

5.88 Sections 31 and 32 of the Reserves Act 1977 do not apply to the joint board.

5.89 To avoid doubt, the joint board is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

Onehunga Bay and Te Onepoto Bay reserves

5.90 If the governance entity intends to assume the role of administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve:

5.90.1 the governance entity will give notice of such intention to the Minister of Conservation and the joint board; and

5.90.2 the Minister will by notice in the *Gazette* declare that:

(a) the joint board is no longer the administering body for one or both of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, as the case may be; and

(b) the governance entity is the administering body for one or both of the reserves as the case may be.

5.91 While the joint board is the administering body of the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, in relation to any application for a statutory authorisation over those reserves:

5.91.1 the governance entity will be the decision maker in respect of that application under the Reserves Act 1977 as if the governance entity was the administering body of those reserves; and

5.91.2 to avoid doubt, section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (which relate to concessions) do not apply.

5.92 The governance entity and Wellington Regional Council have agreed that the joint board will enter into a memorandum of understanding regarding the Council's provision of advisory and administrative services to the joint board and the Council's day-to-day management of the Whitireia Park recreation reserve, the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve.

5.93 Wellington Regional Council has agreed to consult with the governance entity in developing the draft memorandum of understanding, and Wellington Regional Council and the governance entity shall seek to reach agreement on the content of the draft memorandum of understanding prior to it being submitted to the joint board for consideration.

Management plan

5.94 The joint board will prepare a management plan for the Whitireia Park recreation reserve in accordance with section 41 of the Reserves Act 1977.

5.95 To avoid doubt, the joint board will submit the management plan for the approval of the Minister of Conservation under section 41(1) of the Reserves Act 1977, and section 41(13) of that Act will not apply.

5.96 The management plan will also cover the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve if those reserves are controlled and managed by the joint board on the date upon which the management plan is approved by the Minister of Conservation, and the Minister of Conservation's approval role will include approval of the management plan in respect of those two reserves.

5.97 If the Minister gives notice under clause 5.90.2, the management plan continues to apply to the Onehunga Bay historic reserve and Te Onepoto Bay recreation reserve, and the governance entity must comply with that plan, until such time as a replacement plan is prepared and approved for the reserve.

Settlement legislation

5.98 The settlement legislation will, on the terms provided by sections 149 to 161 of the draft settlement bill, provide for the matters set out in clauses 5.76 to 5.97.

HAKA KA MATE

Background

5.99 The haka Ka Mate was composed by Te Rauparaha, a Rangatira of Ngati Toa Rangatira, and is one of his many legacies to his iwi. The haka Ka Mate is a taonga of Ngati Toa Rangatira and is an integral part of Ngati Toa Rangatira history, culture and identity.

5.100 It has come to represent to Ngati Toa Rangatira not only the survival of Te Rauparaha but a part of Ngati Toa Rangatira's collective identity, the re-establishment and re-invention of that iwi due to the vision and actions of Te Rauparaha.

5.101 Ngati Toa Rangatira regard themselves as the kaitiaki (guardians) of the haka Ka Mate and Te Runanga has been charged by the iwi to celebrate the haka Ka Mate on behalf of the descendants of Te Rauparaha and the iwi and protect the haka Ka Mate from culturally inappropriate and offensive use.

Protection for the haka Ka Mate - the domestic and international policy context

5.102 The protection, preservation and promotion of traditional knowledge and indigenous cultural expressions are being considered both domestically and internationally. In New Zealand, these issues have been raised primarily in the Wai 262 Treaty of Waitangi claim. In July 2011 the Waitangi Tribunal released its report Ko Aotearoa Tenei on the Wai 262 claim relating to New Zealand's laws and policy affecting Maori culture, identity and traditional knowledge. Ko Aotearoa Tenei contains a number of recommendations to better protect Maori interests in relation to 'taonga works' or traditional knowledge and cultural expressions, including changes to New Zealand's intellectual property framework.

5.103 Issues around traditional knowledge are also being considered by several international organisations, including the World Intellectual Property Organisation (**WIPO**) and the Convention on Biological Diversity. At the international level, New Zealand has actively participated in discussions of WIPO and other forums about the protection of traditional knowledge. The WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore is currently undertaking work with the objective of reaching an agreement on a text of an international legal instrument (or instruments) which will ensure the effective protection of traditional knowledge, cultural expressions and genetic resources. The work of these organisations provides useful input for New Zealand's domestic policy development.

5.104 The redress for the haka Ka Mate, set out in this deed, reflects the fact that policy development on the protection of traditional knowledge and cultural expressions is still in its infancy. The right of attribution in the Haka Ka Mate Attribution legislation is

inspired by the moral rights framework under copyright law. However, intellectual property frameworks are not the only method of protection. The Crown is therefore committed to involve Ngati Toa Rangatira, in wider consultation with Maori in general, in relevant policy development in relation to the protection, preservation and promotion of traditional knowledge and cultural expressions.

Crown acknowledgement and recognition

5.105 The Haka Ka Mate Attribution legislation will, on the terms provided by section 8 of the draft Haka Ka Mate Attribution Bill, provide for:

5.105.1 an acknowledgement by the Crown of the significance of the haka Ka Mate as a taonga of Ngati Toa Rangatira and an integral part of the history, culture and identity of Ngati Toa Rangatira;

5.105.2 an acknowledgement by the Crown of the statement of association made by Ngati Toa Rangatira and set in the Schedule of the draft Haka Ka Mate Attribution Bill, relating to:

(a) the composition of the haka Ka Mate by Te Rauparaha;

(b) Ngati Toa Rangatira's particular cultural, spiritual, historical and traditional association with the haka Ka Mate;

(c) Ngati Toa Rangatira's ongoing role as kaitiaki of the haka Ka Mate; and

(d) Ngati Toa Rangatira's values concerning the use and performance of the haka Ka Mate; and

5.105.3 Crown recognition that Ngati Toa Rangatira hold the right of attribution.

Right of attribution

5.106 It is the intention of the parties that Ngati Toa Rangatira have a right of attribution in perpetuity in relation to the haka Ka Mate that is non-assignable.

5.107 The Haka Ka Mate Attribution legislation will, on the terms provided by section 9 of the draft Haka Ka Mate Attribution Bill, provide that:

5.107.1 Ngati Toa Rangatira have a right of attribution in relation to the haka Ka Mate;

5.107.2 the right of attribution provides Ngati Toa Rangatira with the right for Te Rauparaha to be identified clearly and reasonably prominently as both the composer of the haka Ka Mate and a chief of Ngati Toa Rangatira;

5.107.3 the right of attribution applies to:

(a) any publication of the haka Ka Mate for commercial purposes;

(b) any communication of the haka Ka Mate to the public;

(c) any film that features the haka Ka Mate and is shown in public or is issued to the public;

5.107.4 the identification is to be provided by a statement that is likely to bring Te Rauparaha's identity as composer of the haka Ka Mate and a chief of Ngati Toa Rangatira to the attention of a person seeing or hearing the communication; and

5.107.5 the right of attribution is subject to any written waiver given, or written agreement entered into, by the rights representative.

Right of attribution does not apply to certain things

5.108 The Haka Ka Mate Attribution legislation will, on the terms provided by section 10 of the draft Haka Ka Mate Attribution Bill, provide that the right of attribution does not apply to:

5.108.1 any performance in public of the haka Ka Mate (including by any New Zealand Kapa Haka group);

5.108.2 use of the haka Ka Mate for educational purposes; and

5.108.3 any work made for the purpose of criticism, review or news reporting.

Remedy for failure to attribute

5.109 The Haka Ka Mate Attribution legislation will, on the terms provided by section 11 of the draft Haka Ka Mate Attribution Bill, provide that:

5.109.1 the right of attribution may be enforced only by obtaining a declaratory judgment or order under the Declaratory Judgments Act 1908 against a person responsible for applying the right of attribution for the thing to which the right applies;

5.109.2 the right of attribution may be enforced only by the rights representative on behalf of Ngati Toa Rangatira; and

5.109.3 the Court may award costs under section 13 of the Declaratory Judgments Act 1908.

Review of the legislation

5.110 The Haka Ka Mate Attribution legislation will be reviewed by the Ministry of Business, Innovation and Employment five years after its commencement with a view to considering additional protection of the haka Ka Mate if not already provided for by that time in more generic legislation or policy.

For avoidance of doubt

5.111 The provisions, in relation to the haka Ka Mate in this deed and in the Haka Ka Mate Attribution legislation, do not:

5.111.1 prevent Ngati Toa Rangatira from benefiting from the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

5.111.2 pre-determine the Crown's response to the Waitangi Tribunal report Ko Aotearoa Tenei;

5.111.3 replace or prejudice any intellectual property protection in respect of the haka Ka Mate that Ngati Toa Rangatira may acquire or to which it may be entitled now or in the future; or

5.111.4 confer on Ngati Toa an entitlement to:

(a) require any person to obtain consent in advance of any treatment of the haka Ka Mate; or

(b) charge, levy or accept any form of royalties, compensation or damages in respect of any treatment of the haka Ka Mate.

Awareness raising

5.112 As part of their role as kaitiaki, Ngati Toa Rangatira have provided guidance in the statement of association as to the meaning, significance and history of the haka Ka Mate and Ngāti Toa's values concerning the appropriate use and performance of the haka Ka Mate. Potential users are encouraged to consult with Ngati Toa Rangatira on their proposed use of the haka Ka Mate as a matter of courtesy.

5.113 After settlement date the Minister for Treaty of Waitangi Negotiations will write to the Minister of Maori Affairs and the Minister of Commerce requesting a meeting with Ngati Toa Rangatira to discuss New Zealand's involvement with international processes and cultural awareness in New Zealand with respect to the haka Ka Mate.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.114 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.

5.115 Clause 5.114 is not an acknowledgement by Ngati Toa Rangatira or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown will pay the governance entity on the settlement date an amount equal to:

6.1.1 the financial and commercial redress amount of $40,000,000;

6.1.2 $10,000,000 in recognition of the Crown's actions in undermining the maritime domain of Ngati Toa Rangatira in the Cook Strait region in the nineteenth century;

less:

6.1.3 the total transfer value of the licensed land properties being transferred on settlement date, being $24,000,000; and

6.1.4 the total transfer value of the commercial redress properties (excluding the licensed land properties) being transferred on settlement date in accordance with clause 6.6.

6.2 The Crown will pay to the governance entity, within five (5) business days of the date of this deed, the following amounts:

6.2.1 $6,610,000 for capacity building;

6.2.2 $11,500,000 that may be used by the governance entity to purchase properties;

6.2.3 $1,000,000 towards Whare Taonga;

6.2.4 $1,000,000 towards Papakainga housing; and

6.2.5 $500,000 being the amount referred to in clause 5.56,

less:

6.2.6 the on-account payment totalling $2,010,684.93 referred to in clause 6.3.

ON-ACCOUNT PAYMENT

6.3 The parties acknowledge that $2,010,684.93 towards the payment for capacity building was paid to Te Runanga on account of the settlement on 11 February 2009, being the date of the letter of agreement.

COMMERCIAL REDRESS PROPERTIES, COMMERCIAL REDRESS PROPERTY FOR NO CONSIDERATION, COMMERCIAL PROPERTIES, LEASEBACK PROPERTIES AND DEFERRED SELECTION PROPERTIES

Selection of properties for valuation

6.4 No later than four months after the date of this deed, in accordance with part 6 of the property redress schedule and subject to clause 6.5, the governance entity may select for valuation any property described in table 1 or table 2 of part 8 of the property redress schedule.

6.5 The governance entity may only select a leaseback property for valuation under clause 6.4 if the relevant land holding agency and the governance entity have agreed on the final form of the relevant Crown leaseback as specified in part 5 of the documents schedule within three months after the date of this deed.

Commercial redress properties

6.6 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial redress property, and transferred by the Crown to the governance entity on the settlement date on the terms and conditions in part 2 of the property redress schedule if:

6.6.1 that property was selected for transfer within the commitment period:

(a) in accordance with paragraph 6.6 of the property redress schedule; and

(b) no later than 30 business days before the settlement date; and

6.6.2 the transfer value of that property will not result in the available financial redress amount being exceeded.

6.7 To avoid doubt, the Crown and the governance entity agree that the purpose of clause 6.6 is to ensure that the total transfer values of the potential commercial redress properties selected for transfer on settlement date shall not exceed the available financial redress amount.

Commercial redress property for no consideration

6.8 The commercial redress property for no consideration, being the Caretaker's residence and Office Block, as described in table 3 in part 8 of the property redress schedule, will be transferred by the Crown to the governance entity on the following terms:

6.8.1 the reservation of the property as a recreation reserve subject to the Reserves Act 1977 is revoked;

6.8.2 as redress, for no consideration;

6.8.3 subject to paragraph 2.1B of the property redress schedule, on the terms of transfer in part 2 of that schedule;

6.8.4 subject to the governance entity providing a registrable easement for a right to drain stormwater in gross in favour of Kapiti Coast District Council on the terms and conditions set out as "type E" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

6.8.5 together with the Crown (acting through the Minister of Conservation) granting to the governance entity by or on the settlement date, registrable easements for rights to drain water and sewage, to convey water, stormwater, electricity, gas, telecommunications and computer media and a right of way, all on the terms and conditions set out as "type F" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

6.8.6 subject to the creation of any other easements necessary to enable subdivision of the property.

Commercial properties

6.9 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a commercial property, and purchased by the governance entity 30 business days after the settlement date on the terms and conditions in part 5 of the property redress schedule, if that property was selected by the governance entity for transfer within the commitment period:

6.9.1 in accordance with paragraph 6.6 of the property redress schedule; but

6.9.2 later than 30 business days before the settlement date; and/or

6.9.3 the transfer value of that property will result in the available financial redress amount being exceeded.

Deferred selection properties

6.10 A property described in table 1 or table 2 of part 8 of the property redress schedule will be a deferred selection property, and may be purchased by the governance entity at any time from the settlement date until the end of the deferred selection period on the terms and conditions in parts 4 and 5 of the property redress schedule, if that property:

6.10.1 was not selected for valuation by the governance entity in accordance with clause 6.4; or

6.10.2 was unavailable for selection by the governance entity in accordance with clauses 6.5 or 6.12; or

6.10.3 was selected for valuation but was not selected by the governance entity for transfer in accordance with paragraph 6.6 of the property redress schedule.

Leaseback properties

6.11 Table 1 in part 8 of the property redress schedule specifies the leaseback properties to be leased back to the Crown immediately following any transfer under clause 6.6, 6.9 or 6.10 to the governance entity on the terms and conditions provided by the relevant lease for that property being:

6.11.1 in the agreed final form in part 5 of the documents schedule if the relevant lease is marked as being in its agreed final form; or

6.11.2 in the form agreed to replace that form in part 5 of the documents schedule pursuant to clause 6.5 or 6.12 if the relevant lease is marked as a draft and not marked as being in its agreed final form.

As the leases to be agreed will each be a registrable ground lease of the property, only the bare land, and not the improvements, may transfer to the governance entity (as

either a commercial redress property, a committed property or a deferred selection property). The final form of lease must be agreed in accordance with clause 6.5 prior to the valuation of any such property in accordance with part 4 of the property redress schedule.

6.12 If the relevant land holding agency and the governance entity have not reached agreement in accordance with clause 6.5 (on the final form of the relevant Crown leaseback), the Crown may, at any time after three months after the date of this deed, give written notice to the governance entity advising it that none of the relevant land holding agency's properties are available for selection by the governance entity under clause 6.4. From the date of receipt of such notice, as provided in clause 6.10, those properties shall be deferred selection properties and parts 4 and 5 of the property redress schedule shall apply to those properties.

6.13 A leaseback property will cease to be a deferred selection property, but the governance entity will continue to have a right of first refusal in relation to that property (in accordance with clause 6.48), if:

6.13.1 all or any part of that leaseback property becomes surplus to a land holding agency's requirements; and

6.13.2 the Crown, at any time during the deferred selection period and before the governance entity has given a notice to the Crown in accordance with paragraph 4.2 of the property redress schedule, gives written notice to the governance entity advising it that the leaseback property is no longer available for selection by the governance entity in accordance with clause 6.10.

WELLINGTON CENTRAL POLICE STATION IMPROVEMENTS

6.14 Subject to clause 6.15, from the date the governance entity becomes the registered proprietor and for so long as the governance entity or a Ngati Toa Rangatira entity is the registered proprietor of Wellington Central Police Station until the date being 10 years from the settlement date, the governance entity may purchase the improvements on the terms and conditions in part 9 of the property redress schedule.

6.15 The improvements are to be leased back to the Crown immediately following their purchase by the governance entity. The governance entity's right to purchase the improvements in accordance with clause 6.14 is subject to the governance entity and the land holding agency first agreeing on:

6.15.1 the terms of the lease upon which the improvements are to be leased back; and

6.15.2 any necessary amendments to the Crown leaseback (being a ground lease) of the Wellington Central Police Station.

6.16 The Crown and the governance entity agree that it is the parties' intention that ownership of the improvements and the fee simple estate in the Wellington Central Police Station is to be held by the same registered proprietor. To this end:

6.16.1 the parties agree to cooperate to include a provision in the relevant lease documentation to reflect this intention; and

6.16.2 in the event that at the time the improvements are purchased by the governance entity, a Ngati Toa Rangatira entity is the registered proprietor of

the fee simple estate in the Wellington Central Police Station, then the governance entity agrees to promptly effect a transfer of the improvements to that Ngati Toa Rangatira entity.

SETTLEMENT LEGISLATION

6.17 The settlement legislation will, on the terms provided by sections 162 to 167 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

LICENSED LAND PROPERTIES

6.18 The Crown will transfer the licensed land properties to the governance entity on the settlement date in accordance with the terms and conditions in part 2 of the property redress schedule.

6.19 The licensed land property described as Queen Charlotte Forest in part 3 of the property redress schedule includes the 100 hectares of land with cultural association for Ngati Toa Rangatira as shown on deed plan OTS-068-72.

6.20 The transfer of a licensed land property under clause 6.18 by the Crown to the governance entity will be:

6.20.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to the licensed land properties; and

6.20.2 in addition to any encumbrances referred to in clause 6.20.1, where set out in the table in part 3 of the property redress schedule, also subject to:

(a) the governance entity providing to the Crown, before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);

(b) the Crown granting to the governance entity, before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration);

(c) the governance entity and Te Atiawa o Te Waka-a-Maui Trust, before the registration of the transfer for the licensed land property known as Queen Charlotte Forest, granting to each other right of way easements on the terms and conditions set out as "type C" and "type D" in part 6 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

(d) the parties to the easements referred to in clause 6.20.2(a),(b) and (c) being bound by the easement terms from settlement date.

6.21 The settlement legislation will, on the terms provided by sections 168 to 175 of the draft settlement bill, provide for the following in relation to the licensed land properties:

6.21.1 the transfer by the Crown to the governance entity;

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

6.21.3 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 properties, 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 each licensed land property to Maori ownership; and

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

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

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

ACCUMULATED RENTALS

6.22 The Crown, Ngati Toa Rangatira and the Tainui Taranaki iwi have agreed to allocate 50% of the value of accumulated rentals associated with all of the Te Tau Ihu licensed land to Ngati Toa Rangatira.

6.23 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:

6.23.1 in relation to a licensed land property, the governance entity will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and

6.23.2 the governance entity is entitled to 50% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

EARLY RIGHT OF FIRST REFUSAL OVER EARLY RFR NZTA LAND

Interpretation

6.24 In clauses 6.24 to 6.47:

6.24.1 **dispose of** means to transfer the fee simple estate in the land;

6.24.2 **early RFR NZTA land** means the land in table 6 in part 4 of the attachments if on the day after the date of this deed that land is:

(a) vested in the Crown or held in fee simple by the Crown; and

(b) administered by NZTA;

6.24.3 **expiry date**, for an offer, means its expiry date under clauses 6.31 or 6.32;

6.24.4 **offer** means an offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust; and

6.24.5 **RFR period** means, for early RFR NZTA land, the period starting on the day after the date of this deed and ending on the day before the settlement date.

6.25 However, land ceases to be early RFR NZTA land if:

6.25.1 the fee simple estate in the land transfers or vests from the Crown to:

(a) the trustee of the Toa Rangatira Trust (or nominee); or

(b) any other person (including the Crown or a Crown body) under clause 6.27; or

(c) a person other than the Crown or a Crown body under any of clauses 187 to 193 or anything referred to in clause 196(1) of the draft settlement bill, as if those clauses applied to the early RFR NZTA land from the date of this deed; or

6.25.2 the RFR period ends.

Restrictions on disposal

6.26 The Crown must not dispose of early RFR NZTA land to any person other than the trustee of the Toa Rangatira Trust or its nominee unless the land is disposed of:

6.26.1 under clause 6.27; or

6.26.2 as if clauses 184 to 193 or anything referred to in clause 196(1) of the draft settlement bill applied to the early RFR NZTA land from the date of this deed, under any of those clauses.

6.27 Early RFR NZTA land may be disposed of within two years after the expiry date of an offer by the Crown to dispose of the land to the trustee of the Toa Rangatira Trust, if the offer to that trustee was:

6.27.1 made in accordance with clauses 6.29 and 6.30; and

6.27.2 made on terms that were the same as, or more favourable to the trustee than, the terms of the disposal to the person referred to in clause 6.26; and

6.27.3 not withdrawn under clause 6.33; and

6.27.4 not accepted under clause 6.34 and 6.35.

6.28 The settlement legislation will provide that general RFR land may be disposed of within two years after the expiry date of an offer by the Crown under clauses 6.29 and 6.30 to dispose of the land to the trustee of the Toa Rangatira Trust, if:

6.28.1 the land is general RFR land that, before the settlement date:

(a) was early RFR NZTA land; and

(b) did not become subject to a contract for disposal under clause 6.36; and

6.28.2 the offer to that trustee was, before the settlement date:

(a) made in accordance with clauses 6.29 and 6.30; and

(b) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in clause 6.26; and

(c) not withdrawn under clause 6.33; and

(d) not accepted under clause 6.34 and 6.35.

Trustee's right of first refusal

Requirements for offer

6.29 An offer by the Crown to dispose of early RFR NZTA land to the trustee of the Toa Rangatira Trust must be made by notice to the trustee of the Toa Rangatira Trust.

6.30 The notice must include:

6.30.1 the terms of the offer, including its expiry date; and

6.30.2 a legal description of the land (including any interests affecting it) and the reference for any computer register that contains the land; and

6.30.3 a street address for the land (if applicable); and

6.30.4 a street address, postal address, and fax number for the trustee to give notices to the Crown in relation to the offer; and

6.30.5 a statement that the land is early RFR NZTA land.

Expiry date of offer

6.31 Subject to clause 6.32 the expiry date of an offer must be on or after the 20th business day after the day on which the trustee of the Toa Rangatira Trust receives notice of the offer.

6.32 The expiry date of an offer may be on or after the 10th business day after the day on which the trustee receives notice of the offer if:

6.32.1 the trustee received an earlier offer to dispose of the land; and

6.32.2 the expiry date of the earlier offer was no earlier than six months before the expiry date of the later offer; and

6.32.3 the earlier offer was not withdrawn.

Withdrawal of offer

6.33 The Crown may, by notice to the trustee of the Toa Rangatira Trust, withdraw an offer at any time before it is accepted.

Acceptance of offer

6.34 The trustee of the Toa Rangatira Trust may, by notice to the Crown, accept an offer if:

6.34.1 it has not been withdrawn; and

6.34.2 its expiry date has not passed.

6.35 The trustee of the Toa Rangatira Trust must accept all the early RFR NZTA land offered, unless the offer permits the trustee to accept less.

Formation of contract

6.36 If the trustee of the Toa Rangatira Trust accepts, under clause 6.34, an offer by the Crown to dispose of early RFR NZTA land, a contract for the disposal of the land is formed between the Crown and the trustee on the terms in the offer, including the terms set out in clauses 6.37 to 6.41.

6.37 The terms of the contract may be varied by written agreement between the Crown and the trustee.

6.38 Under the contract, the trustee may nominate any person other than the trustee who is lawfully able to hold the early RFR NZTA land (the **nominee**) to receive the transfer of the land.

6.39 The trustee may nominate a nominee only by giving notice to the Crown on or before the day that is 10 business days before the day on which the transfer is to settle.

6.40 The notice must specify:

6.40.1 the full name of the nominee; and

6.40.2 any other details about the nominee that the Crown needs in order to transfer the early RFR NZTA land to the nominee.

6.41 If the trustee nominates a nominee, the trustee remains liable for the obligations of the transferee under the contract.

Notice to trustee of disposals of early RFR NZTA land

6.42 NZTA must give the trustee of the Toa Rangatira Trust notice of a disposal under clause 6.26.2 or clause 6.27 of early RFR NZTA land by NZTA to any other person other than the trustee of the Toa Rangatira Trust or its nominee.

6.43 The notice must be given on or before the day that is 20 business days before the day of the disposal.

6.44 The notice must:

6.44.1 specify the legal description of the land (including any interests affecting it) and identify any computer register that contains the land;

6.44.2 specify a street address for the land (if applicable);

6.44.3 identify the person to whom the land is being disposed of;

6.44.4 explain how the disposal complies with clause 6.26; and

6.44.5 if the disposal is being made under clause 6.27, include a copy of the written contract for disposal.

Waiver and variation

6.45 The trustee of the Toa Rangatira Trust may, by notice to the Crown, waive any of the rights the trustee has in relation to the Crown under clauses 6.24 to 6.47.

6.46 The trustee of the Toa Rangatira Trust and the Crown may agree in writing to vary or waive any of the rights each has in relation to the other under clauses 6.24 to 6.47.

6.47 A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

6.48 In this deed, **general RFR land** means:

6.48.1 land described in the general RFR land schedule in part 4 of the attachments if, on the settlement date, the land is:

(i) vested in the Crown; or

(ii) held in fee simple by the Crown or a Crown body; or

(iii) a reserve vested in an administering body that derived title to the reserve from the Crown; and

6.48.2 land in Wellington City (excluding the CBD) that:

(iv) was acquired by the Crown or the NZTA in the period starting on the day after the date of this deed and ending on the settlement date; and

(v) is, on the settlement date:

(A) vested in the Crown; or

(B) held in fee simple by the Crown or the NZTA; and

6.48.3 land in Wellington City (excluding the CBD) that is acquired by the Crown in the period starting on the day after the settlement date and ending on the day that is 4 years after the settlement date; and

6.48.4 land in Wellington City (excluding the CBD) that is acquired by the NZTA, or is acquired by the Crown to be administered by the NZTA, in the period starting on the day after the settlement date and ending on 2 September 2019; but

6.48.5 excludes early RFR NZTA land in respect of which a contract for disposal of that land has been formed under clause 6.36.

6.49 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the general RFR land.

6.50 The right of first refusal set out in clause 6.49 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.50.1 for a term of 169 years from the settlement date; and

6.50.2 only if the general RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND

6.51 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of the deferred selection RFR land.

6.52 The right of first refusal set out in clause 6.51 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and in particular will apply:

6.52.1 for a term of 10 years from the settlement date; and

6.52.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND

6.53 The governance entity, in common with all the iwi with interests in Te Tau Ihu, is to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.54 The right of first refusal set out in clause 6.53 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

6.54.1 for a term of 100 years from settlement date; and

6.54.2 only if the specified area RFR land:

(a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

JOINT RIGHT OF FIRST REFUSAL OVER SPECIFIED IWI RFR LAND

6.55 The governance entity, in common with the Ngāti Rārua Settlement Trust, is to have a joint right of first refusal in relation to a disposal by the Crown of the specified iwi RFR land.

6.56 The joint right of first refusal set out in clause 6.55:

6.56.1 is to be on the terms provided by sections 176 to 209 of the draft settlement bill and, in particular, will apply:

(a) for a term of 169 years from settlement date; and

(b) only if the specified iwi RFR land:

(i) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(ii) is not being disposed of in the circumstances provided by sections 187 to 195 of the draft settlement bill.

6.57 For the purposes of clauses 6.24 to 6.47, 6.49, 6.51, 6.53 and 6.55, the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives.

7.2 The bill proposed for introduction may include changes;

7.2.1 of a minor or technical nature; or

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

7.3 Ngati Toa Rangatira and the governance entity will support the passage through Parliament of the settlement legislation that gives effect to the Ngati Toa Rangatira deed of settlement.

SETTLEMENT CONDITIONAL

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

7.5 Despite clause 7.4, upon signing:

7.5.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and

7.5.2 the following provisions of this deed are binding:

(a) clause 6.2 (relating to payments to the governance entity within five business days of the date of the deed);

(b) clauses 6.4 to 6.7, 6.9 and 6.11 of this deed (relating to commercial redress properties and commercial properties), but the transfer of a commercial redress property or a commercial property is conditional on settlement legislation coming into force;

(c) clauses 6.24 to 6.27 and clauses 6.29 to 6.47 (relating to early RFR NZTA land);

(d) clauses 7.3 to 7.9 (relating to settlement conditions and termination);

(e) clauses 8.4 to 8.12 (relating to general and interpretative matters) ; and

(f) paragraph 1.3 and parts 2 to 6 of the general matters schedule (relating to land bank arrangements, tax, notice, interpretive and miscellaneous matters).

7.6 Clause 7.5.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

7.7.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and

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

ON TERMINATION

7.8 If this deed is terminated in accordance with its provisions, it:

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

7.8.2 does not give rise to any rights or obligations; but

7.8.3 remains "without prejudice".

7.9 The parties intend that if this deed does not become unconditional under clause 7.4:

7.9.1 any payments made by the Crown to the governance entity under this deed prior to the settlement date will be taken into account in relation to any future settlement of the historical claims; and

7.9.2 the parties may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claim.

8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

INTEREST

8.1 The Crown will pay the governance entity on the settlement date interest on $50,000,000 (being the amounts referred to in clauses 6.1.1 and 6.1.2).

8.2 The interest payable under clause 8.1 is payable:

8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, until 31 May 2011;

8.2.2 for the period from 5 July 2012 until the day before settlement date; and

8.2.3 at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.

8.3 The interest is:

8.3.1 subject to any tax payable in relation to it; and

8.3.2 payable after withholding any tax required by legislation to be withheld.

GENERAL

8.4 The general matters schedule includes provisions in relation to:

8.4.1 the effect of the settlement and its implementation;

8.4.2 taxation, including indemnities from the Crown in relation to taxation;

8.4.3 the giving of notice under this deed or a settlement document; and

8.4.4 amending this deed.

HISTORICAL CLAIMS

8.5 In this deed, **historical claims**:

8.5.1 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 Ngati Toa Rangatira, 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 from Te Tiriti o Waitangi or its principles; under legislation; at common law, including aboriginal title or customary law; from fiduciary duty; or otherwise; and

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

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

(ii) by or under legislation; and

8.5.2 includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Ngati Toa Rangatira or a representative entity, including the following claims:

(a) Wai 60 - Parai Estate, Takapuwahia C2A3 Block claim;

(b) Wai 207 - Ngati Toa Rangatira lands claim;

(c) Wai 690 - Ngāti Tera Lands and Reserves (Porirua) claim;

(d) Wai 722 - Takapuwahia and other Blocks (Public Works) claim; and

8.5.3 includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Ngati Toa Rangatira or a representative entity, including the following claims:

(a) Wai 102 - Te Runanganui o Te Tau Ihu o Te Waka a Maui Inc claim;

(b) Wai 172 - Makara Lands claim;

(c) Wai 437 - Koha Ora and Church Mission Society Land claim;

(d) Wai 648 - Grace Saxon, George Heri Toms and Colonial Laws of Succession claim;

(e) Wai 1622 - Ngati Toa Rangatira (Taueki) claim;

(f) Wai 1624 - Ngāti Toarangatira (Matenga) claim;

(g) Wai 1626 - Descendants of Hoani Te Puna/Rangiriri Taipua claim; and

(h) Wai 2361 - The Kapiti and Motungararo Islands (Webber) claim.

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

8.6.1 a claim that a member of Ngati Toa Rangatira, or a whanau, hapu, or group referred to in clause 8.9.1(c), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.8; and/or

8.6.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.6.1.

8.7 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

NGATI TOA RANGATIRA

8.8 In this deed **Ngati Toa Rangatira** means:

8.8.1 the collective group composed of individual descendants of:

(a) Toa Rangatira; and

(b) any other recognised ancestor of Ngati Toa Rangatira who migrated permanently to the Ngati Toa Rangatira area of interest in the nineteenth century and who exercised customary rights predominantly within the area of interest; and

8.8.2 any whanau, hapu, or group to the extent that it is composed of the individuals referred to in clause 8.8.1; and

8.8.3 every individual referred to in clause 8.8.1.

8.9 For the purposes of clause 8.8.1, a **descendant** may be descended by:

8.9.1 birth; or

8.9.2 legal adoption; or

8.9.3 Maori customary adoption in accordance with Ngati Toa Rangatira's tikanga (customary values and practices).

MANDATED SIGNATORIES

8.10 In this deed:

8.10.1 **mandated signatories** means the following individuals:

(a) **Matiu Rei**, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;

(b) **Tiratu Williams**, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc;

(c) **Ngarongo Iwikatea Nicholson**, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;

(d) **Te Taku Parai**, Porirua, Chairman - Te Runanga o Toa Rangatira Inc.;

(e) **Miria Pomare**, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc.;

(f) **Robert Solomon**, Porirua, Retired; and

(g) **Riki Wineera**, Porirua, Retired.

ADDITIONAL DEFINITIONS

8.11 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

8.12 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 7 December 2012

SIGNED for and on behalf of **NGATI TOA RANGATIRA** by the mandated signatories in the presence of:

Signature of Witness

Witness Name

Occupation

Address

Matiu Rei, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

Tiratu Williams, Porirua, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

Ngarongo Iwikatea Nicholson, Levin, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

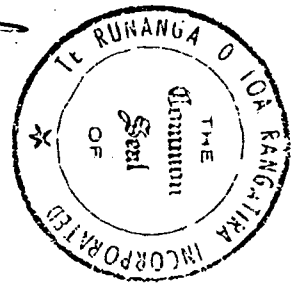
Te Taku Parai, Porirua, Chairman - Te Runanga o Toa Rangatira Inc

Miria Pomare, Ahipara, Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

Robert Solomon, Porirua, Retired

Riki Wineera, Porirua, Retired

SIGNED for and on behalf of the trustee of the **TOA RANGATIRA TRUST** by affixing its **COMMON SEAL** in the presence of:



Matiu Rei, Wellington, Executive Director and Chief Treaty Claims Negotiator - Te Runanga o Toa Rangatira Inc

Signature

Te Taku Parai, Porirua, Chairman - Te Runanga o Toa Rangatira Inc

Signature

SIGNED for and on behalf of **THE CROWN** by the Minister for Treaty of Waitangi Negotiations in the presence of:

Hon Christopher Finlayson

Signature of Witness

Witness Name: Tariana Turia.

Occupation: MP for Te Tai Hauauru.

Address: Wharanui

SIGNED for and on behalf of **THE CROWN** by the Minister of Finance only in relation to the indemnities given in Part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:

Hon Simon William English

Signature of Witness

Witness Name: Andrew Craig

Occupation: Economic Advisor

Address: 2/68 Oban St
Wellington

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Maraea Wereroa-Williams

Iriranga Solomon Berry.

Te RereHua Parai Nicholls

Hera Titahi Parata Noble

Maria Noble.

Johanna Thomas.

Cathryn Coleman

Heni Rei

Anita Coburn.

Venus Hinetautoko Thompson

WALTER WAAKA TE TAU IHU.

Marie Waaka

KITA [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Wendy Ropata.

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Nelson Solomon

Waikawhapu. Y Solomon.

Jane Arthur.

Te-ne Rene.

Asher REI

Jaana Rei

Alma Rei

Karen Ridgewell

Sybil Rei

Alan Rei

Charlie Rei

M.I.

Josh Rei

Teira Rei

Kevin Rei

Reina Solomon

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pammi Rei

Hurihia Mihipeka Parai

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Willis Katene

Hinekura Wiriata

Kelsea Elkington.

I am Levi Ware

[illegible] Salmon

Ella-Jess ware

[illegible]

Melody Salmon

Jershon Elkington

Klein Salmon

Jovan Ringi

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Shaviene Macoate-Davis
Ria Te Uira Macoate-Davis
Sonya Davis
Glenn Webber
Lisa Marie Mccoy Te Kahu
Rangi Pirani
Brigitte Salzman
Reikorangi
Isaiah Pareri-Karepa
Tainui Salzman
Maureen Rolinson
Moana Parata
Jayne Tawhi-Amopiu
Mushon Nohomaitawhiti Duncan
Kelly Nuna Tairi
Puhi Nuku

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Pania Rei

Pania Solomon.

Misty Rei

Ngaio Kahutatara Rei

Tiemi Toau-Ropata

KERI WILLIAM HARLEY Solomon / KERE REI

Rawiri Ropata

Glenis McBride

Nathan Zachary Rei

Kahutatara Pukiwahine Moeroa Toau-Ropata

ASHLEIGH HINERANGI SAGAR

Te Pouka Katene

Māori Te Rangiawatea Katene.

Estevaan sooialo

Tristan sooialo

Maria mcbride

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Kahu o te rangi Ropata.

Te Waimatao Ropata

Nohorua Te Mounaku Ropata.

Jason Edward Walter Ropata.

Tuteremoana Ropata

Kakati Royal

Eruera Parata

Marino Jenkins

Ani Para.

Duncan Ashton

Adyn Wineera.

Sarah Para.

MATA Parai.

ELSIE REI

Terewai Rei Elkington

Tylar Metekingi

Siah Metekingi

Tatana Parai

Jared. Fermanis.

William fermanis

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Te Rauparaha Horomona
Mark Arena Solomon
Patricia McBride
Marie Rene
Hinemoana Bullard (Kei)
Uruiki Hyland (Kei)
Jay Elkington
Lana Rain Elkington
Drea Parai-Tupene
Khylee Parai-Karepa.

Logan

Cherie Parai
Tanga Parai-Karepa.

Te Ohi Katene

Other witnesses / members of Ngati Toa Rangatira who support the settlement

TAPUA METS

Ezra Metekingi (Metekez)

Shane Metekingi SMetek

BRONTE Metekingi

Kaya Katene

Simone

TOA Kening Sagar

Eden Metekingi

Mykie Cooch

Mykie Sagar

Grace Katene

Gabriella Kelly

Bronte Tuffery

Emile kelly

Lucca Tuffery

Te Kaha Solomon-Much

Paul Te Aroha Emile Kelly

Sterling Tucker

Kaleb Metekingi

Regan Davies

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Kobe Tucker

Karlee selwyn

Ysaan Tucker

Michelle Tupaea

IAN WARE

Minana Harper

Tiara Miller

KadeChristopher Ropata Pupuke Perrot

Keanu Pihema

Taylor-rei

Jasmine Ngatai

Mere Tepokare Hawthorne

MURRAY HARTLEY

Lynn Selwyn

Rangiriri Kohe

Waka Tawai Tarei

Takapuwahia Pa Boyz

Rikihana Shaw Carkeek

Riria Tekahurangi Purata

Tehukarere Hall

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Annie Kayy

Ranui Isaacs

Herani Elkington

Raelinda (Hemi) Fermanis

T.J Fermanis.

CALEB TE TAKU WARE.

Randall Bishop

Ross Taurima

Te Amo Taurima

Jorge Fermanis

Elan

Peti Noaka.

Miriama Te Pareake

Tanya Te Uira Rei

Breeda Rei

Ariki Rei

Lisa Collins

Tekahawa.

Raelynn Klenner

Other witnesses / members of Ngati Toa Rangatira who support the settlement

Mokopa Potiki - Moromoro

Raylene Bishop Teina King

Matiu Solomon

Helen Parata:

P. Reuben - Jason Hall

Marara Rawiri

Te Rakaherea Reweti.

Herani Rangiwaiaka Ware (Parai)

Marara Jeanette

Rawinaka Siegel (nee Elkington)

Ngapera Huffadine

White Wharau (Te Manutengai)

H. NOBLE (PARATA)

Mike CLAMP (PARATA).

Ngawai Webber

Evan Hippolite

Jeanette Grace

[illegible] Williams Te Tau Ihu.

[illegible]

K Y [illegible]