NGAATI WHANAUNGA

and

THE TRUSTEES OF THE NGAATI WHANAUNGA RUUNANGA TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

PURPOSE OF THIS DEED

This deed –

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

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DEED OF SETTLEMENT

THIS DEED is made between

NGAATI WHANAUNGA

and

THE TRUSTEES OF THE NGAATI WHANAUNGA RUUNANGA TRUST

and

THE CROWN

1 BACKGROUND

BACKGROUND

1.1 Whanaunga is the eponymous ancestor of Ngaati Whanaunga, his grandfather Hotunui was a descendant of Hoturoa, the kaihautu of the ancestral canoe Tainui.

1.2 Following an incident in which he was accused of theft of kuumara stores belonging to the local chief Mahanga, Hotunui migrated from Kawhia to Whakatiwai to settle amongst his relatives the Uri o Poutukeka (Te Uri o Pou).

1.3 Before leaving, Hotunui asked his wife Mihirawhiti (a daughter of Mahanga), who was expecting at the time, to name his child Paretuhu if a girl or Marutuuahu if a boy.

1.4 A son was born, and in time Marutuuahu went in search for his father to the east. He eventually found Hotunui living beside the Whakatiwai awa at Te Kiore Paa with Te Ruahiore and his people. By the time Marutuuahu arrived Hotunui had married Te Waitapu, and borne a child named Paaka.

1.5 Marutuuahu soon learnt that Hotunui was being poorly treated by the people of Te Ruahiore. Marutuuahu witnessed an insult in which Hotunui was given the least desirable and smallest fish caught from nets he had prepared for the village.

1.6 He sought to rectify this, and led a campaign against the perpetrators of the insult. The initial battle (Te Ikapukapuka-Karihitangata) that Marutuuahu was involved in set up the course of events that would eventually culminate in Ngaati Whanaunga being resident and tangata whenua at 1840 of the places mentioned in this account.

1.7 Marutuuahu settled at Wharekawa (western Firth of Thames) and in time took to wife the two daughters of Te Ruahiore, Paremoehau and her teina (younger sister) Hineurunga. Five sons were born, Tamatepoo, Tamateraa, and Whanaunga to Paremoehau and Taurukapakapa and Te Ngako to Hineurunga. Marutuuahu and his uri became known as a whakaminenga or confederation connected by the common ancestor Marutuuahu and his two wives.

1.8 Whanaunga was visiting the people of his grandmother Mihirawhiti at Kawhia at the time of the death of Marutuuahu at Wharekawa. On his arrival home to Te Kiore Paa, Whanaunga asked his mother, Paremoehau:

> 'Kaore he kupu iho a te kaumatua na?' [Did my father not leave any words for me?].

1.9 Paremoehau replied that Marutuuahu left an ohaaki, which she recited to Whanaunga:

> 'Ki te tae mai koe, ka hura i a ia me tapahi tana ure hei mea koauau maau' [When you return, sever your father's penis and fashion it into a sheath for your koauau].

1.10 Through this ritual, the mana of Marutuuahu was passed to Whanaunga.

1.11 A subsequent hara or forbidden act was also revealed at the same time. Whanaunga was informed by his mother that his brother Tamateraa had slept with his mother's sister Hineurunga, saying:

> 'Ko to koutou whaea kua moe i a Tamateraa' (Your brother Tamateraa has slept with your aunty).

1.12 Whanaunga reacted angrily, and prepared to take action against his elder brothers, Tamateraa for the digression, and Tamatepoo for not doing anything regarding his younger brother's actions. Both Tamatepoo and Tamateraa were warned by their mother to leave as Whanaunga would kill them:

> 'Ki te haere, ka ora koutou, ki te noho, ka mate koutou' [If you flee now you will survive, however if you stay you will die].

1.13 Both brothers decided to depart, Tamatepoo to the Moehau region, and Tamateraa south, eventually settling at Whakataane where he died.

1.14 Over time the descendants of Whanaunga took part in raupatu action seeking revenge for a series of murders and or assaults against Marutuuahu descendants by iwi who occupied the Hauraki region prior to the arrival of Marutuuahu. The killing of Taurukapakapa, the brother of Whanaunga, grandnephew Kairangatira, and great grandnephew Tipa was the catalyst for "riro whenua, riro tangata" [the taking of land and people].

1.15 This early period was characterised by small skirmishes that eventually grew into full-scale war. The period is important because many Ngaati Whanaunga take (rights to ngaa taonga tuku iho land and sea) were derived from these conflicts.

1.16 Raupatu of the Wharekawa lands by the tupuna Ngaropapa, Puku, Kuripango and Pokere alongside of their Ngaati Paoa relatives Korohura, Te Whiringa, Kapu (of Tipa) and Manawa, Tutakinga and Te Umu (of Horowhenua) was completed by the battles Te Ikapukapuka, and Wharaurangi (at the base of Kohukohunui) the final battle and act of raupatu ever to occur at Wharekawa.

1.17 Raupatu of the Coromandel Peninsula lands and hapuu at Whangamata, Hikutaia, Whitipirorua, Tautahanga and Omahu by the tupuna Ngaropapa, Raamuri, Te Ika-a-Te Waraki, Tuutonu and Matau resulted from the abduction of Waenganui, the wife of Taurukapakapa, and the subsequent killing of Taurukapakapa and Kairangatira at Warahoe.

1.18 Raupatu of the Coromandel Peninsula lands and hapuu at Moehau, Whitianga, Waiau, Motutere, Taawhitirahi and Mahakirau by the tupuna Tauaiwi, Hikamaomaonui, Te Rawahirua, and Hika with their Ngaati Paoa relations led by Te Pukeko resulted from the killing of Tipa at Te Ruaki (Waitakaruru), and Tauaiwi at Arikitahi, ending with a killing by Tuumoana at Whangapoua (Raukawa Paa).

1.19 Raupatu of the Taamaki lands and the hapuu there by the tupuna Ngaropapa, Kairangatira and Pakira alongside of Rautao of Ngaati Maru, resulted from the killing of Kahurautao and Kiwi by Taamaki tribes.

1.20 Raupatu of the Mahurangi and the hapuu there by the tupuna Whanaunga Kitahi, Te Horeta Te Taniwha, Kitahi Te Taniwha, Hohepa Tawerawera, Puakanga, Te Ware, Te Ngahue, Tuterei, Te Kupenga, Pouroto and Taipari alongside of Te Haupa, Pokai, Te Waero, Te Hinaki, Puhata, Kahukoti Herua, Hoete, Kairangatira of Ngaati Paoa resulted from the killing of Te Mahia-Totokarewa.

1.21 The death of Tipa also established the ascendency of Marutuuahu in Hauraki. Tipa, a son of Paoa and Tukutuku was said to have killed a grandchild of a man who was of the Whakatohea and Ngaa Marama peoples of the Hauraki Plains. The grandfather sent for a rangatira to kill Tipa, who killed Tipa at Te Ruaki Paa, at Waitakaruru, and later ate him. It is said that he consumed Tipa alone and so took on a name which incorporated 'kotoretahi'. The kotore (buttocks) was said to be one of the favoured parts of the body to eat.

1.22 The rangatira was pursued by a Ngaati Whanaunga war party. Tauaiwi, of Ngaati Whanaunga, who had married Paretipa of Ngaati Paoa, arranged and led this war party. The initial assault was unsuccessful and Marutuuahu suffered heavy losses against far superior opposition numbers. Tauaiwi was killed in this assault. Ngaati Whanaunga retreated and sought the support of Te Pukeko of Ngaati Paoa and Ngaati Tamateraa, Hongi Hika, a brother of Tauaiwi of Ngaati Whanaunga (not to be confused with the northern chief of the same name) became the commander of the new war party. This time Ngaati Whanaunga was successful and defeated their enemies.

1.23 Many of their enemies were killed at this battle, but the rangatira who had killed Tipa managed to flee and sought refuge with his relatives at Whangapoua. It was at Whangapoua that the paa Raukawa was taken and he captured and killed.

1.24 Ngakapa Whanaunga states that the rangatira who killed Tipa was the last chief of his iwi, and at this time all of Hauraki came under the mana of the Marutuuahu tribes.

1.25 During the nineteenth century, Ngaati Whanaunga comprised at least twelve hapuu. Ngaati Whanaunga hapuu, although spread across Mahurangi, Taamaki and Hauraki maintained close relationships with each other, and supported each other when needed.

1.26 The twelve known hapuu of Ngaati Whanaunga, which may not constitute an exhaustive list of hapuu, their tuupuna and their rohe are:

1.26.1 **Ngaati Karaua** are the descendants of Karaua eldest son of Whanaunga and Heitawhiri of an iwi who occupied Hauraki prior to the arrival of Marutuuahu. Ngaati Karaua claim ancestral rights to land along the eastern seaboard of the Coromandel including Omahu, Whangamata, Hikutaia, Whitianga, Ahuahu (Great Mercury Island) and Kuaotunu, across to Waiau and Te Kouma, south in the Hauraki Plains, and finally north in the Moehau region.

1.26.2 **Ngaati Matau** are the descendants of Matau, a great grandson of Karaua, who had ancestral rights to land in the Whangamata region and inland towards Thames.

1.26.3 **Ngaati Kotinga** are the descendants of Iwituha, son of Whanaunga and Paretaru of Te Uri o Pou, and their son Kotinga. Their land interests were spread from Wharekawa West (a small group lived at Okarea-Waharau near Waihihi on the western side of Tiikapa Moana), across to Whangamata and Omahu on the eastern side of the Coromandel Peninsula.

1.26.4 **Ngaati Puku** are the descendants of Iwituha son of Whanaunga and his son Puku, the youngest son of Iwituha and Kiekie. They were based at times at Kauaeranga, Kopu, and Taamaki but primarily in the Wharekawa West region. Ngaati Puku kaainga at Wharekawa were at Pakaraka, Waharau, Ohinemahoe and Auwhareware.

1.26.5 **Te Mateawa** are the descendants of Iwituha son of Whanaunga and his son Ngaropapa down to Te Tiwha. Te Tiwha was the father of Te Horeta Te Taniwha, and his descendants took on the name Te Mateawa after the death of Te Tiwha at the junction of the Whakamuri and Waihou Rivers in the Hauraki Plains. They maintained rights to lands on both sides of Tiikapa Moana. Some Te Mateawa kaainga on the Wharekawa West were Puuwhenua, Waihopuhopu, Waihihi, and Rau-o-te-huia (adjacent to the Puuwhenua River), as well as Kaipaapaka at Te Tiki, and Tiritiri at Kerepeehi.

1.26.6 **Ngaati Rangiaohia** descend from Iwituha, son of Whanaunga and his son Puku, and specifically descendants of Rangiaohia, a mokopuna of the chief Pokere. They resided at Puanoanoa, Te Tareta, Papakawana and Waitoetoe.

1.26.7 **Ngaati Rangiuira** are the descendants of Ngaropapa, and Rangiuira, who was of another Hauraki iwi. Ngaati Rangiuira land interests were mainly in the Hauraki Plains. The descendants of this union formed a part of Ngaati Whanaunga that expanded north into the Waiau, Te Kouma and Manaia region.

1.26.8 **Ngaati Raamuri** are the descendants of Raamuri, son of Iwituha. Ngaati Raamuri extended their influence from the Hauraki Plains to the northern part of the Moehau Peninsula, including Waikawau (eastern side of the Coromandel Peninsula), Whakau (red Mercury Island), and the Hauraki Plains.

1.26.9 **Ngaati Ngaropapa** are descendants of Ngaropapa, grandson of Whanaunga. Their lands were located primarily in the Hauraki Plains area.

1.26.10 **Ngaati Hinerangi** are the descendants of Ngahangahanga, and Hinerangi of an iwi who occupied Hauraki prior to the arrival of Marutuuahu. Putataka their son gained lands from Mahanga around Moehau.

1.26.11 **Ngaati Pakira** has dual descent lines from Tamatepoo and Whanaunga.

1.26.12 **Ngaati Wharo** were the descendants of Wharo, great-grandson of Whanaunga, and was sometimes known as a hapuu of Ngaati Whanaunga. Most of the land of Ngaati Wharo were in the Hauraki Plains area.

1.27 The Ngaati Whanaunga hapuu who resided on the western shores of Tiikapa Moana were, Te Mateawa, Ngaati Puku, Ngaati Kotinga and Ngaati Rangiaohia. Ngaropapa and Puku, the sons of Iwituha held tangata whenua status in the Wharekawa area. Ngaati Whanaunga established rights to this area from the very earliest occupation of Marutuuahu and Hotunui, and consolidated in this area and expanded out over successive generations. This was further enhanced by a series of inter-marriages with peoples from the earlier tribes, such as Te Uri-o-Pou, and other tribes of the Marutuuahu confederation.

1.28 Ngaati Kotinga, Ngaati Raamuri, Ngaati Ngaropapa, Ngaati Rangiuira and Ngaati Tauaiwi had lands in the Hauraki Plains. Raamuri and Ngaropapa assisted another iwi to expel some of the other earlier tribes. A gift of land was made by the other iwi to these Ngaati Whanaunga chiefs, and they were given two women as wives to confirm the relationship.

1.29 The other iwi resided alongside Ngaati Whanaunga in the Hauraki Plains for some time after. Ngaati Raamuri, Ngaati Ngaropapa, Ngaati Kotinga, Ngaati Tauaiwi and Ngaati Rangiuira continued to be supported during this period by their relations at Whakatiwai and Puuwhenua. Later, as Ngaati Whanaunga expanded north, the Hauraki Plains were increasingly used by Ngaati Whanaunga as a source of food, and residence reflected seasonal food gathering. Rahi were located there by the iwi to work the lands.

1.30 The Ngaati Whanaunga hapuu that lived in the Wharekawa and the Hauraki Plains region maintained close connections with their kin at Te Kouma, Waiau, Kuaotunu, Whitianga and Whangamata. Indeed, over generations the descendants of these hapuu were intermarried and rangatira maintained genealogical connections to both sides of Tiikapa Moana. This relationship was strategically important as travelling from one side of Tiikapa Moana to the other was not a great effort, and support when there were external threats, was always near.

NEGOTIATIONS

1.31 Ngaati Whanaunga gave Ngati Whanaunga Incorporated and the mandated negotiators a mandate to negotiate a comprehensive settlement of historical Treaty claims of Ngaati Whanaunga with the Crown by four hui-a-iwi in Auckland, Hamilton, Thames and Coromandel held between 27 and 29 March 2011.

1.32 The Crown recognised the mandate on 29 June 2011.

1.33 The mandated negotiators and the Crown –

1.33.1 entered into an agreement in principle equivalent dated 22 July 2011; and

1.33.2 since the agreement in principle equivalent, have –

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.34 Ngaati Whanaunga have, since the initialling of the deed of settlement, by a majority of –

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

1.34.2 [***percentage***]%, approved the governance entity receiving the redress.

1.35 Each majority referred to in clause 1.34 is of valid votes cast in a ballot by eligible members of Ngaati Whanaunga.

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

1.37 [The Crown is satisfied –

1.37.1 with the ratification and approvals of Ngaati Whanaunga referred to in clause 1.34; and

1.37.2 with the governance entity's approval referred to in clause 1.36; and

1.37.3 the governance entity is appropriate to receive the redress.]

AGREEMENT

1.38 Therefore, the parties –

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

1.38.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgements and apology to Ngaati Whanaunga in part 3 are based on this historical account.

NGAATI WHANAUNGA AND PRE-TREATY TRANSACTIONS

2.2 In the early nineteenth century, Ngaati Whanaunga lived in Hauraki, Taamaki, and Mahurangi. In the 1820s northern Maaori armed with muskets invaded. Many of Ngaati Whanaunga and its hapuu sought refuge at Maungatautari. In the mid-1830s Ngaati Whanaunga sought to return to their kaainga in various parts of Hauraki, Taamaki, and Mahurangi. Other iwi returned to Taamaki at the same time and disputes arose over customary interests in Mahurangi and Taamaki.

2.3 In 1836 a missionary negotiated a transaction for a large Taamaki land block with Ngaati Whanaunga and four other iwi. The transaction involved several payments, the last of which was made in 1839. One objective of this transaction was to allow Maaori to occupy the land without conflict. Ngaati Whanaunga hoped that the transaction would bring settlers to the region, providing benefits for the church. In 1837, the missionary wrote on the back of the primary deed that the iwi and hapuu who had sold the land would retain the use of one third of the block. There was uncertainty about the amount of land that had been purchased. The transaction was initially thought to include 40,000 acres, but the first survey, in 1851, put the area at 75,000 acres. In 1948 a Royal Commission concluded the block was nearly 83,000 acres.

2.4 Ngaati Whanaunga were also involved in pre-Treaty transactions on Aotea, Hikutaia, and Ahuahu in the late 1830s.

TE TITIRI O WAITANGI

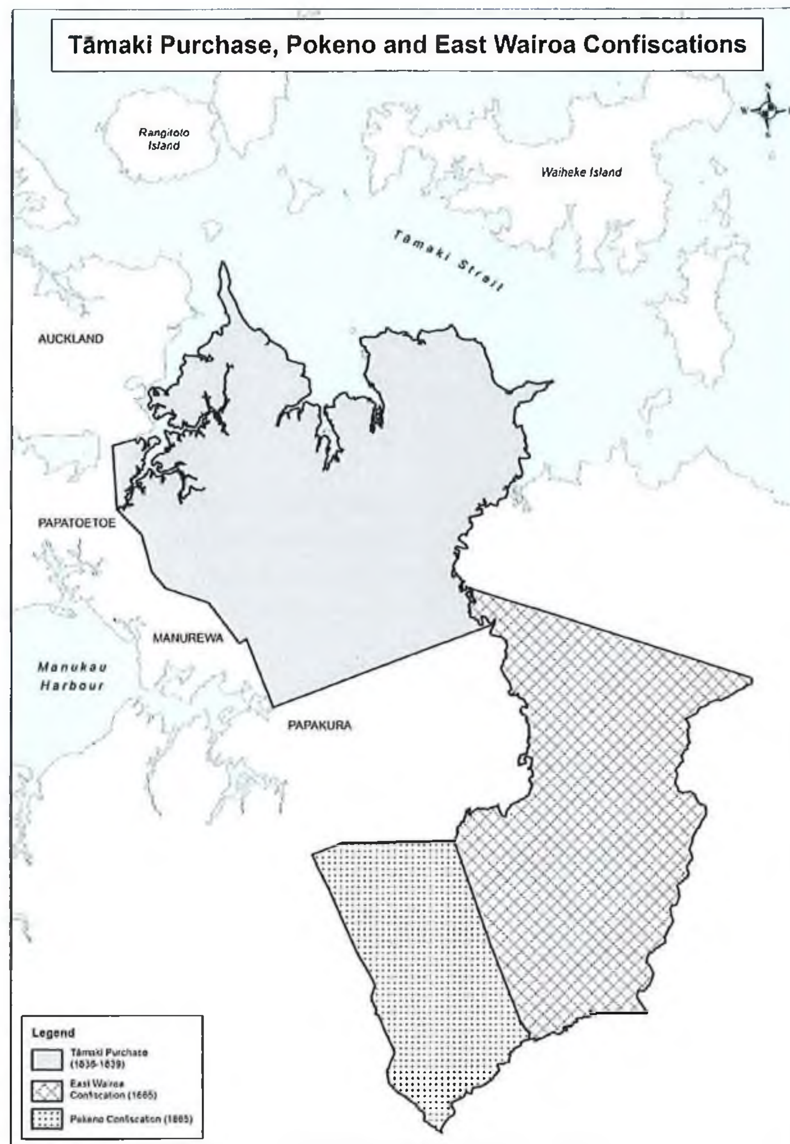
2.5 Ngaati Whanaunga rangatira signed Te Tiriti o Waitangi/the Treaty of Waitangi at Karaka Bay in Taamaki on 4 March 1840. Te Horeta Te Taniwha, Kiitahi Te Taniwha, and Puakanga of Ngaati Whanaunga signed Te Tiriti o Waitangi/the Treaty of Waitangi at Coromandel on 4 May 1840.

THE LAND CLAIMS COMMISSION AND THE TAAMAKI PURCHASE

2.6 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land transactions between private parties and Maaori. If the land the Crown considered to have been validly sold was greater than the area the Crown granted to settlers the Crown's policy was to retain the balance of the land itself, as "surplus land", on the basis the original transaction had extinguished Maaori customary title.

2.7 The missionary who negotiated the Taamaki purchase recorded that one third of the land in the Taamaki block should be permanently set aside for Maaori occupation. In 1842 the Land Claims Commissioners recommended that the Crown leave one third of the purchase in the "undisturbed possession" of Maaori. The Crown had the case

reviewed by another commissioner who recommended that the grant to the missionary be enlarged but made no recommendation about whether any of the purchased land be returned to Maaori. In 1851, following Maaori protest, some of this was returned to Maaori, and compensation was paid to three iwi, but Ngaati Whanaunga did not receive any of the returned land or monetary compensation. After the Crown acquired the Taamaki block at the end of the Land Claims process, it failed to either return one-third of the land to the vendors or to create reserves for the former Ngaati Whanaunga owners. The Crown did not make any investigation as to whether Ngaati Whanaunga retained adequate lands for their needs.



2.8 The Land Claims Commission investigated the pre-Treaty transaction on Aotea and concluded that the transaction had been legitimate, but recommended no award to the European claimants because they had already received the maximum amount allowed to individuals through other claims. In 1844, however, Governor Fitzroy decided that this claim should be treated as "a special case", because of large expenditures made by the claimants for mining purposes. The Crown subsequently issued grants to the three claimants for 24,259 acres in the north of the island.

CROWN PURCHASING OF NGAATI WHANAUNGA LANDS AT MAHURANGI

2.9 Crown policy in the period 1840-1865 was to purchase land at a low price from Maaori and sell it at much higher prices to settlers. Colonial development was to be funded by the substantial difference between the cost to the Crown of purchasing Maaori land and the amount it received if and when this land was on-sold. Crown officials are likely to have assured Ngaati Whanaunga that they would derive significant collateral economic advantages from the growth of European settlement in Taamaki.

2.10 In 1841, the Crown purchased approximately 220,000 acres at Mahurangi and Omaha from Ngaati Whanaunga and other Marutuuahu iwi for £200 plus clothing, livestock, casks of tobacco, and dry goods. At this time the Crown sold rural lands for a minimum price of £1 per acre. The Crown agreed to reserve lands out of this sale. A rangatira from Ngaati Whanaunga alienated a reserve that was made from the purchase in 1844, which had been gifted to Ngaati Whanaunga by Ngaati Paoa. In 1850 the Crown granted the Awataha block to the Catholic Bishop. In the 1920s Ngaati Whanaunga petitioned the Crown stating that the Awataha block in Takapuna had not been included as part of the 1841 agreement, and therefore the Crown grant to the Catholic Bishop was invalid.

2.11 Ngaati Whanaunga and other Marutuuahu iwi understand that they were promised a reserve at Waipapa (Saint George's Bay) in 1842 as a base for their trading activities. While a reserve was established at Mechanics Bay, and land at Blackett's Point above Waipapa was set aside as an endowment to fund the reserve at Mechanics Bay, both pieces of land were eventually included in a trust for all Maaori and 'poor people' visiting Auckland. The endowment reserve was taken out of the trust when it was declared a public domain by statute in 1898. Parts of the land set aside for the Mechanics Bay reserve remain Maaori land today and are administered by the Maaori Trustee.

TAAMAKI TAUAA IN 1851

2.12 In April 1851 Hori Ngakapa Whanaunga led a tauaa into Waipapa Bay after Te Hoera of Ngaati Paoa was jostled and arrested by police in Auckland as they tried to arrest another individual for the theft of a shirt. Police and townspeople were engaged in a fracas and Te Hoera was struck on the head by a Maaori policeman. He was arrested and released within hours, but two days later six waka carrying a Marutuuahu tauaa landed at Waipapa seeking utu against the offending policeman. Ngaakapa Whanaunga informed the Crown that Marutuuahu did not want conflict with the government, but wanted the offending policeman handed over to them. The Governor threatened to use artillery and the guns of HMS *Fly* if they did not disperse. The

retreating tauaa dragged the waka across a long stretch of tidal flats because the deadline given for dispersal expired before full tide. Although Grey and Marutuuahu reconciled not long after, the humiliating treatment of the tauaa was long remembered and later contributed to Ngaati Whanaunga's support for the King movement.

GOLD FIELDS AGREEMENTS

2.13 In 1852 gold was discovered in Hauraki. Ngaati Whanaunga and other Hauraki iwi made an agreement with the Crown at Patapata in November 1852 in which some Maaori-owned land could be licensed for prospecting and gold mining for three years. The land was to remain in Maaori ownership and the Crown would manage the licenses and make regular lease payments to land owners. Despite some mining activity no gold boom occurred in the 1850s.

2.14 In 1861 the Otago gold rush led to renewed interest in gold mining in Hauraki. Again Ngaati Whanaunga and other Hauraki iwi entered into agreements to allow prospecting on Maaori land, which was to remain in Maaori ownership. The Crown agreed to pay Maaori right-owners £1 per miner per annum. In July 1862 Ngaati Whanaunga and other iwi agreed to the opening of the Kapanga, Ngaurukehu, and Matawai blocks for mining.

2.15 In July 1867, rangatira representing a hapuu of Ngaati Maru leased land to the Crown between the Kauaeranga River and the Kuranui Stream in Thames for gold mining purposes. The Crown declared this land a goldfield by proclamation on 30 July 1867, and extended the area concerned in November 1867. Eighty representatives of Ngaati Whanaunga and Ngaati Maru signed a further deed on 9 March 1868. Under the agreement the Crown would administer the goldfield and miners would pay an annual fee for a licence to mine. Ngaati Whanaunga and Ngaati Maru were to retain ownership of the land.

2.16 The agreement enabled the Crown to develop the township of Shortland to support the goldfield. The government laid out the township, leased allotments, and collected rent on behalf of the Maaori landowners.

2.17 In late-October 1868, the Crown established a system under the Gold Fields Acts where an intending miner or mine company marked out a proposed area for lease and applied to the Crown's agent for a lease. The terms of the lease were set out in the Gold Fields Act Amendment Act 1865 which specified a lease term of 15 years, limits on the area set aside (16.5 acres), rent of £2 per acre per year plus an additional £100 miner's right per year per 15,000 square feet. The legislation did not specify what amount of this revenue would be set aside for the Maaori landowners.

2.18 Under their agreements with the Crown, iwi were to receive income from the goldfield from two main sources – rentals for residential and business sites, and fees for miner's rights. In a two year period from August 1867, the Crown collected £22,176 to pay to Maaori landowners. Less than half of this amount, £10,975, had been paid to them by the end of January 1869. The Crown initially determined that the revenue generated by the goldfield would be distributed to rangatira of the iwi as representatives of the landowners. From the late 1860s the Native Land Court determined who should receive the goldfield revenues.

2.19 In 1935, Ngaati Whanaunga and other Hauraki iwi presented two petitions concerning mining revenues to Parliament. The Crown referred them to a commissioner. Although the commissioner rejected the claim that Maaori were entitled to receive payments for mining rights after the lands in question were permanently alienated, he concluded that the state of the records left him unable to determine what payments were made by the Crown to Maaori for mining rights. Nonetheless, he thought that there was a certain amount of doubt 'as to the proper distribution to the Natives of the money they were entitled to.' For this, and other reasons, the commissioner recommended an ex gratia payment of £30,000 to £40,000 be made to those groups by way of compensation. While Hauraki iwi, including Ngaati Whanaunga, submitted further petitions to be paid this money, no such payment was made.

NGAATI WHANAUNGA AND WAR AND RAUPATU IN WAIKATO

2.20 In the late 1850s rising tensions between the Crown and some North Island Maaori led to the rise of the King Movement, which drew its main support from the Waikato region. In the early 1860s Ngaati Whanaunga were well disposed towards the Crown, but also supported the Kiingitanga. Tuture Whaanui and Ngaakapa Whanaunga dedicated the tuupuna maunga Kohukohunui as a pou tuuaahu in support of the kaupapa of the Kiingitanga. Ngaakapa reconfirmed Ngaati Whanaunga's support for the Kiingitanga at a hui at Kerepehi in May 1862.

2.21 On 12 July 1863 the Crown invaded the Waikato region when its forces crossed the Mangataawhiri Stream. The Crown considered southern Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. The Crown occupied lands of Ngaati Whanaunga and other Hauraki iwi. Ngaati Whanaunga resisted the occupation of their lands and, with members of other iwi, engaged in guerrilla war against the Crown, disrupting supply lines and attacking a convoy and its escort at Martin's Farm. According to their oral tradition, Ngaati Whanaunga also participated in the battles of Rangiriri and Orakau.

2.22 In October 1863 the Crown sent HMS *Miranda* and HMS *Sandfly* to blockade the Firth of Thames, in order to prevent military supplies reaching the Kiingitanga and patrol for 'rebel' Maaori. In November 1863 Crown forces confronted Maaori at Puukorokoro. Troops from the *Miranda* shelled and burnt whare and destroyed canoes. The Crown subsequently built a redoubt at Puukorokoro and named the site Miranda.

2.23 In 1863 the New Zealand Settlements Act was passed by the General Assembly. This enabled the Crown to confiscate the lands of those Maaori iwi that were deemed to have been "in rebellion against Her Majesty's authority" and take specific sites within a confiscation district for military or other settlements. The legislation provided for the creation of a Compensation Court which would ascertain the compensation due to Maaori who had not taken up arms against the Crown or assisted or supported those who had. The Act did not provide for the return of land as part of the compensation.

2.24 On 17 December 1864 Governor Grey proclaimed his intention to confiscate lands within the Waikato, Pokeno, and east Wairoa regions. In this proclamation the governor stated that the Crown would not take land from Maaori who had not supported the 'rebels'. On 29 December 1864 the Crown proclaimed confiscation blocks in Waikato and Pokeno, and in east Wairoa regions on 31 January 1865. Ngaati Whanaunga had

interests in the 51,000-acre East Wairoa confiscation block, as well as central Waikato and Pokeno. The East Wairoa confiscated lands included Kohukohunui.

2.25 In February 1865 Ngaakapa Whanaunga presented a dogskin cloak to a senior Crown official, and agreed to cease fighting on the condition that Crown forces did not enter Hauraki past Puukorokoro. The Crown did not include Ngaati Whanaunga in a list of iwi and hapuu it considered to be in rebellion it published on 7 April 1865.

2.26 In May 1865 the Compensation Court awarded rangatira of Ngaati Whanaunga £350 in compensation for their interests in East Wairoa confiscation block and £100 for their interests in Pokeno. This represented 13.5% of the total cash compensation for Maaori in East Wairoa confiscation block and 30% in Pokeno. In October 1865, the Crown amended the New Zealand Settlements Act to allow the return of land through the Compensation Court and made provision for Maaori to negotiate for the return of land that had already been the subject of Compensation Court hearings under the previous system. Over the following decades Ngaati Whanaunga sought the return of land. In 1866 the Crown negotiated out-of-court settlements with Ngaati Whanaunga over compensation for the Waikato confiscation district. Ngaati Whanaunga received £140 for their interests. During these negotiations the Crown promised Ngaati Whanaunga 500 acres for their interests near Waikare, but no location was specified. In 1879 three Ngaati Whanaunga individuals received land near Te Rau o Te Huia Stream in three blocks totalling 115 acres in the East Waikato confiscation district. In 1894 Hori Ngaakapa Whanaunga was awarded 300 acres at Rataroa. Ngaati Whanaunga did not receive any land in the East Wairoa confiscation block.

NGAATI WHANAUNGA AND WAR AND RAUPATU IN TAURANGA

2.27 Between April and June 1864, the Crown conducted military operations against Maaori in Tauranga. After the conflict ended, the Crown said it would confiscate much of the land in the Tauranga district, though Governor Grey promised to return three quarters of this land to those who had not been involved in the fighting. In 1865 the Crown 'proclaimed' a confiscation district of 214,000 acres, and in 1868 the Tauranga District Lands Act confirmed the confiscation of 290,000 acres.

2.28 Ngaati Whanaunga had interests in lands which were included in the confiscation district. Some of these interests were located in the Katikati block which was part of the confiscated land marked for return to Maaori. Late in 1864, the Crown commenced negotiations to purchase the Te Puna and Katikati blocks, which totalled approximately 90,000 acres. The Crown paid a deposit of £1,000 to another iwi for this land in August 1864.

2.29 The Crown arranged an arbitration meeting in June and July 1866 to resolve disputed interests in Te Puna and Katikati blocks. Following this meeting Hauraki iwi and other iwi signed deeds with the Crown to finalise the Katikati arbitration and make additional agreements relating to iwi interests in the Te Puna block. Two rangatira of Ngaati Whanaunga received £35 for their interests. This represented 1.6% of the total cash payments made to Hauraki iwi for the Te Puna-Katikati arbitration.

THE IMPACT OF THE NATIVE LAND COURT IN THE NGAATI WHANAUNGA ROHE

2.30 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Hauraki district in 1865. The Crown's aim in establishing the court was to facilitate the opening up of Maaori customary lands to Paakehaa settlement and provide a means by which disputes over the ownership of lands could be settled. The Acts establishing the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption. Individual Maaori listed in the title could alienate their interests in the land by lease or sale to private parties or the Crown once title had been awarded. Ngaati Whanaunga were not consulted in the establishment of the Native Land Court.

2.31 Any Maaori could attempt to initiate a title investigation through the Native Land Court by submitting an application in writing to the court. Once an application was submitted, all of those with customary interests needed to participate in the hearing if they wished to be included in the Crown title regardless of whether they wanted a Crown title. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under customary Maaori title land was held communally. When Crown titles were awarded to Ngaati Whanaunga lands, interests were awarded to named individuals. Over time, this contributed to the erosion of the traditional tribal structures of Ngaati Whanaunga.

THAMES FORESHORE

2.32 The tidal flats at Thames, like the foreshore and seabed of Hauraki, Taamaki and Mahurangi generally, were a vital food source for Ngaati Whanaunga. In the late 1860s, miners wished to mark out claims below the high water mark of the Thames foreshore. In 1868, they applied to the warden of the Kauaeranga goldfield to approve claims below the low-water mark. The warden declined the applications as the claims were located beyond the high-water mark which was the boundary of the proclaimed goldfield. The Crown considered the matter further and instructed the warden to negotiate an agreement for the cession of the land below the low-water mark under the Gold Fields Amendment Act 1868. In 1869 the Crown entered into the Te Hape agreement with Ngaati Whanaunga rangatira which provided for mining on a section of the tidal flats claimed by them. As with other mining agreements, Ngaati Whanaunga were to be paid rent from miner's and residence licences. The Crown then drafted a bill to vest the Thames foreshore in the Crown. The preamble to this bill asserted that the Crown had a prerogative right over all of the foreshore in New Zealand. Ngaati Whanaunga and Ngaati Maru rejected this assertion and successfully challenged the bill at the select committee stage. In a letter to Governor Bowen, Wirope Hotereni Taipari argued that the Treaty of Waitangi did not grant the Crown rights over the foreshore. The bill was abandoned in favour of the Shortland Beach Act 1869 which was more limited in effect and prohibited private dealings over the lands in question.

2.33 In 1870, Ngaati Whanaunga and Ngaati Maru submitted applications to the Native Land Court for investigation of title to a number of blocks on the Thames foreshore. The applicants argued that all land in New Zealand belonged to Maaori prior to the Treaty of Waitangi, including the foreshore. They also argued that article two of the Treaty preserved their rights including rights to the foreshore. The judge found that rights to

land and fisheries were protected by the Treaty and that where applicants could demonstrate exclusive use they could be granted proprietary fishing rights.

2.34 In December 1870 the Court awarded exclusive fishery rights to applicants of Ngaati Whanaunga and Ngaati Maru in a number of foreshore blocks. The Court left the question of whether the applicants could establish title to the foreshore land for further inquiry by a higher court. At the Crown's request, the Court prevented the alienation of Maaori interests to anyone but the government.

2.35 In May 1872 the Court was scheduled to hear claims over fishing rights to a large area of foreshore at Coromandel. The day before the hearings the Crown issued a proclamation suspending the operation of the Native Land Court in the Auckland district in the foreshore. When the Crown counsel advised the court of the proclamation he said that the hearings were "only deferred, not refused, and that the Government ha[d] not the wish, as they ha[d] certainly not the power, to deprive the natives of any rights they have to the foreshore." Nevertheless the Native Land Court did not hear any more Maaori claims to fishing rights or title to foreshore lands in Hauraki.

2.36 The Crown authorised expenditure of up to £2,000 to purchase the Thames foreshore rights. When the Crown's agent opened negotiations in August 1870, those named in the Court's title preferred to lease rather than sell their interests. They met with another Crown official in June 1871, who advised that maintaining exclusive fishing rights would prove difficult with the large mining population resident nearby. Between 1871 and 1879, the Crown purchased almost all the interests on the Thames foreshore where the fishing rights of Maaori over the foreshore had been recognised by the Native Land Court.

2.37 In May 1872 the Native Land Court was to hear applications relating to an area of mudflat at Coromandel. However, the day before the hearing the Crown issued a proclamation suspending the operation of the Court in the Auckland province for land situated below the high water mark.

2.38 The Crown's 1872 proclamation limiting the jurisdiction of the Native Land Court lapsed when the Native Land Act 1873 was enacted. In 1876, Parliament established the Thames Harbour Board. The Harbours Act 1878 provided that no part of the foreshore was to be granted or otherwise dealt with except with the authority of an Act of Parliament, and in 1879 the Crown vested 620 acres in the Thames Harbour Board after concluding that there were no remaining Maaori interests in the Thames foreshore which had not been purchased.

2.39 In 1966, Maaori Affairs officers found that the Maaori interests in a small part of the Kauaeranga mud flat had not been extinguished in the earlier negotiations. They were unable to locate the title for them. These rights were extinguished through the Reserves and Other Lands Disposal Act 1966, which vested the land, along with other parcels, in the Thames Borough Council to reclaim or otherwise dispose of.

THAMES COUNTY RATING AGREEMENT

2.40 In the 1870s, Ngaati Whanaunga and Ngaati Maru delayed construction of the proposed Thames-Hikutaia Road, as they were concerned their land would be rated to

pay for it. To address their concerns, the Thames County Council signed an agreement with Ngaati Whanaunga and Ngaati Maru rangatira in 1877 exempting Maaori land over which the road ran from liability for road rates at that time or in the future.

2.41 In 1885 the council levied rates on Maaori land in the district despite this agreement. Ngaati Whanaunga and Ngaati Maru raised this issue with the Native Minister when he visited Thames later in the year. Ngaati Maru rangatira told the minister that they should not be rated for the road. The minister responded that the agreement could not bind the Crown and that Maaori should contribute to the cost as it would improve the value of their lands. However, the council subsequently withdrew the rates demand. In 1886 the Crown requested a Ngaati Maru rangatira provide a list of the lands which the iwi understood were exempted from rates.

2.42 The Thames County Council does not appear to have tried to levy rates on Maaori-owned land again until the 1920s. In 1925 the Council applied to the Native Land Court to recover rate arrears on 65 blocks in the county. The owners opposed the applications, citing the 1877 agreement. The Court found that the 1877 agreement was not binding because the council had no legal authority to exempt property from rates.

2.43 After further protest, in 1930 the Crown issued an order in council exempting 31 blocks of Maaori land in Thames County from rates. Maaori protested that some blocks adjacent to the road were not included in the order in council and other blocks which once adjoined the road, but no longer did due to partition, were also left out. The Thames County Council protested the effect of the 1930 order on rates revenue and were assured by the Minister of Native Affairs that it was intended as a temporary measure.

2.44 In the early 1960s the council applied to the Māori Land Court to overturn the 1930 order in council. The Court ruled that the 1930 order should be phased out by April 1966.

TWENTIETH CENTURY

2.45 By the end of the nineteenth century, Ngaati Whanaunga retained land mostly on the western Firth of Thames in blocks shared with other iwi. Over the twentieth century almost all of these lands, including 98% of Wharekawa 4, were alienated, to private purchasers and the Crown. The Crown and councils took some land under the Public Works Act. Between 1968 and 1973 the Auckland Regional Authority acquired 1200 acres in the Hunua Ranges and coast between the ranges and the sea for the Auckland catchment area and the Waharau and Tapapakanga Regional Parks in a combination of public works takings and purchasing. Ngaati Whanaunga had interests in these lands, which are adjacent to the East Wairoa confiscation district.

SOCIO-ECONOMIC CIRCUMSTANCES AND TE REO

2.46 In 1883 the Crown opened a native school in Hauraki. The Crown saw the Native school system in part as a means of assimilating Ngaati Whanaunga into European culture. Ngaati Whanaunga children were discouraged from speaking their own language in Crown-run schools for decades. This Crown policy, along with the fragmentation of their tribal structures and migration from ancestral lands, contributed

to the decline of Te Reo within Ngaati Whanaunga. By the end of the twentieth century only 27% of Ngaati Whanaunga spoke Te Reo. The decline of Ngaati Whanaunga tribal structures and the loss of Te Reo contributed to a loss of Ngaati Whanaunga maatauranga Maaori.

2.47 In the twentieth and twenty-first centuries, Ngaati Whanaunga, like other Hauraki Maaori, generally experienced poorer health, including lower life expectancy and higher infant mortality, than Paakehaa. Ngaati Whanaunga also experienced higher unemployment than the general population, and a lower median annual income.

2 [*Translation of historical account in te reo Māori*]

2.1 **[Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that:

3.1.1 it has had a relationship with Ngaati Whanaunga since the signing of te Tiriti o Waitangi/the Treaty of Waitangi in 1840;

3.1.2 until now it has failed to deal with the long-standing grievances of Ngaati Whanaunga; and

3.1.3 recognition of and redress for these grievances is long overdue.

3.2 The Crown acknowledges the willingness of Ngaati Whanaunga to provide lands for settlement purposes. These lands contributed to the establishment of the settler economy and the development of New Zealand.

3.3 The Crown acknowledges that:

3.3.1 it took 78,000 acres of land in the Taamaki block it considered surplus to those claimed by a settler as a result of a pre-Treaty transaction including land in which Ngaati Whanaunga had interests;

3.3.2 a large portion of the "surplus lands" in the Taamaki block were lands that the settler who made the transaction agreed would return to Maaori ownership and this has long been a source of grievance for Ngaati Whanaunga;

3.3.3 it never compensated Ngaati Whanaunga for their interests in the "surplus lands" in the Taamaki block as it did several other iwi involved in this transaction;

3.3.4 it did not provide reserves for Ngaati Whanaunga within the bounds of the Taamaki purchase; and

3.3.5 it failed to require the Taamaki block to be properly surveyed and to require an assessment of the adequacy of lands that Maaori held before acquiring the "surplus" in Taamaki and thereby breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges that when it purchased an extensive area at Mahurangi and Omaha in 1841 including 200,000 acres between Te Arai and Maungauika, it failed to ensure adequate reserves would be protected in the ownership of Ngaati Whanaunga and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.5 The Crown acknowledges that:

3.5.1 its representatives and advisers acted unjustly and in breach of te Tiriti of Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangataawhiri in July 1863, and occupying land in which Ngaati Whanaunga had interests;

3.5.2 it intimidated Ngaati Whanaunga by using heavily armed gunboats to blockade Tiikapa Moana, and destroying waka; and

3.5.3 military action brought death and destruction to the Ngaati Whanaunga rohe.

3.6 The Crown acknowledges that it confiscated land at Waikato, Pokeno, and East Wairoa in which Ngaati Whanaunga had interests and deprived Ngaati Whanaunga of sacred sites including the maunga Kohukohunui, as well as traditional resource gathering sites. This was unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7 The Crown further acknowledges that the war and confiscation in Waikato and East Wairoa had a devastating effect on the spiritual and material welfare and economy of Ngaati Whanaunga.

3.8 The Crown acknowledges that it compulsorily and unjustly extinguished Ngaati Whanaunga's customary interests in the Tauranga confiscation district and these actions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.9 The Crown further acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to actively protect Ngaati Whanaunga interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngaati Whanaunga.

3.10 The Crown acknowledges that:

3.10.1 it broke its promise that those who had not taken up arms in war, including a number of Ngaati Whanaunga, would not be deprived of their lands through the confiscation;

3.10.2 it made no provision for the Compensation Court to return land to Maaori who were not considered to be in rebellion when the Court heard Ngaati Whanaunga claims for compensation in Pokeno and East Wairoa;

3.10.3 it did not return any land in these districts to those members of Ngaati Whanaunga it did not consider to have been rebels; and

3.10.4 its failure to protect the interests of those members of Ngaati Whanaunga whom it did not consider to be rebels was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that:

3.11.1 it did not consult Ngaati Whanaunga about the introduction of the native land laws;

3.11.2 the resulting individualisation of land tenure was inconsistent with Ngaati Whanaunga tikanga; and

3.11.3 the operation and impact of the native land laws, in particular the awarding of land to individual owners, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the erosion of the traditional tribal structures of Ngaati Whanaunga which were based on collective tribal and hapuu custodianship of land and had a prejudicial effect on Ngaati Whanaunga. The Crown's failure to protect the tribal structures of Ngaati Whanaunga was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.12 The Crown acknowledges that valuable mineral resources on lands leased by Ngaati Whanaunga and others provided economic benefits to the nation.

3.13 The Crown acknowledges that:

3.13.1 Ngaati Whanaunga values its kaitiakitanga role over parts of the Thames foreshore and has long-standing claims to parts of the foreshore at Thames; and

3.13.2 it suspended the jurisdiction of the Native Land Court investigations into customary rights in the foreshore immediately before the Court was to commence new hearings and this has long been a grievance for Ngaati Whanaunga.

3.14 The Crown acknowledges that Ngaati Whanaunga are aggrieved that much of their remaining land in Taamaki was alienated in the twentieth century, including through Crown purchasing and through the Public Works Act, under which land was taken in the Hunua Ranges for the Auckland water catchment and the Waharau Regional Park.

3.15 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, including confiscation, continued Crown purchasing, and public works takings has left Ngaati Whanaunga virtually landless and undermined their economic, social, and cultural development. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.16 The Crown acknowledges the harm endured by many Ngaati Whanaunga children from decades of Crown policies that strongly discouraged the use of Te Reo Maaori in school. The Crown also acknowledges the detrimental effects on Maaori language proficiency and fluency and the impact on the inter-generational transmission of Te Reo Maaori and knowledge of tikanga Maaori practices.

APOLOGY

3.17 The Crown offers the following apology to the people of Ngaati Whanaunga, to their tuupuna and mokopuna.

3.18 The Crown profoundly regrets its failure to protect Ngaati Whanaunga from the rapid alienation of land in the decades following the signing of te Tiriti o Waitangi/the Treaty of Waitangi, and the loss of life and the devastation in your rohe caused by hostilities arising from its invasion of lands south of the Mangataawhiri.

3.19 The relationship between the Crown and Ngaati Whanaunga might have been characterised by goodwill, partnership, and mutual benefit. Instead, the Crown has waged war and confiscated your land, and promoted policies that have undermined your tribal identity, and led to the loss of your taonga te reo ake o Ngaati Whanaunga and of your whenua in your rohe mai Matakana ki Matakana. For its actions which have caused Ngaati Whanaunga prejudice, and its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, the Crown unreservedly apologises.

3.20 Let this settlement mark not the beginning of a new relationship, but the renewal of an old one. And let this renewal take place in the spirit of cooperation, partnership, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3 [*Translation of acknowledgements and apology in te reo Māori*]

3.1 **[Note: the te reo Māori translation of the acknowledgements and apology has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

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 the historical claims; and

4.1.2 it is not possible to –

(a) fully assess the loss and prejudice suffered by Ngaati Whanaunga as a result of the events on which the historical claims are based; or

(b) fully compensate Ngaati Whanaunga for all loss and prejudice suffered; and

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

4.2 Ngaati Whanaunga 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.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

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

4.3.3 the settlement is final.

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

4.5 Without limiting clause 4.4, the parties acknowledge, in particular, that the settlement does not affect any rights Ngaati Whanaunga may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:

4.5.1 protected customary rights (as defined in that Act):

4.5.2 customary marine title (as defined in that Act).

REDRESS

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

4.6.1 is intended to benefit Ngaati Whanaunga collectively; but

4.6.2 may benefit particular members, or particular groups of members, of Ngaati Whanaunga if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –

4.7.1 settle the historical claims; and

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

4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –

(a) to –

(i) a cultural redress property;

(ii) a purchased deferred selection property if settlement of that property has been effected;

(iii) the purchased second right of purchase property if settlement of the property is effected under this deed; or

(iv) any RFR land; or

(b) for the benefit of Ngaati Whanaunga or a representative entity; and

4.7.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, the following properties –

(a) a cultural redress property;

(b) a purchased deferred selection property if settlement of that property has been effected;

(c) the purchased second right of purchase property if settlement of the property is effected under this deed; or

(d) any RFR land; and

4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Ngaati Whanaunga Ruunanga Trust, being the governance entity, may hold or deal with property; and

(ii) the Ngaati Whanaunga Ruunanga Trust may exist; and

4.7.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

5.1 The settlement legislation will, on the terms provided by sections 22 to 25, 32 to 39 and 41 to 45 of the draft settlement bill, vest in the governance entity on the settlement date –

Mahurangi

5.1.1 the fee simple estate in Te Tumu o Waimai; and

Taamaki Makaurau

5.1.2 the fee simple estate in Te Waipuna o Rangiatea; and

Raupatu blocks

5.1.3 the fee simple estate in Ngaherehere o Kohukohunui, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in the documents schedule; and

Waiau

5.1.4 the fee simple estate in Papamaire; and

5.1.5 the fee simple estate in Tautahanga, being part of Onemana Scenic Reserve, as a scenic reserve named Tautahanga Scenic Reserve, with the governance entity as the administering body; and

5.1.6 the fee simple estate in Ahirau, being part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in the documents schedule; and

5.1.7 the fee simple estate in Waikawau, being part of Waikawau Bay Scenic Reserve, as a scenic reserve named Waikawau Scenic Reserve,with the governance entity as the administering body; and

Wharekawa

5.1.8 the fee simple estate in Piopiotahi as General land (within the meaning of Te Ture Whenua Maori Act 1993) set apart as a Maori reservation under Te Ture Whenua Maori Act 1993 for the purpose of being a place of cultural and historical interest to Ngaati Whanaunga and to be held for the benefit of Ngaati Whanaunga, and Piopiotahi will not be rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

JOINT CULTURAL REDRESS PROPERTY VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Hūnua Falls property

5.2 The settlement legislation will, on the terms provided by sections 22, 26 to 31, 39 to 45 and 52 of the draft settlement bill, provide that –

Vesting

5.2.1 the fee simple estate in the Hūnua Falls property, known at the date of this deed as part of Hunua Falls Scenic Reserve, vests as undivided quarter shares in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāi Tai ki Tāmaki Trust:

(c) the trustees of the Ngāti Tamaoho Settlement Trust:

(d) an entity that represents the members of Ngāti Koheriki for the purposes of the vesting; and

5.2.2 the fee simple estate in the Hūnua Falls property will vest on the latest of the following dates:

(a) the settlement date:

(b) the settlement date under the Ngāti Koheriki settlement legislation:

(c) the settlement date under the Ngāi Tai ki Tāmaki settlement legislation:

(d) the settlement date under the Ngāti Tamaoho settlement legislation; and

Reserve status

5.2.3 the Hūnua Falls property is to be a scenic reserve named Hūnua Falls Scenic Reserve; and

Auckland Council to be administering body

5.2.4 the Auckland Council is to be the administering body of the Hūnua Falls property, as if the council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

5.2.5 while the Auckland Council is the administering body of the Hūnua Falls property –

(a) the governance entity and the other entities in which the property is vested may grant, accept, or decline to grant any interest in land that affects the property, or may renew or vary such an interest, but must consult the Auckland Council before determining an application to obtain such an interest; and

(b) in any review by the Auckland Council of its regional park management plan, to the extent it applies to the Hūnua Falls property, the council, and the governance entity and the other entities in which the property is vested, must jointly prepare and approve the section of the plan that relates to the property; and

Improvements

5.2.6 the provisions of section 27 of the draft settlement bill –

(a) apply to improvements attached to the Hūnua Falls property as at the date of its vesting under the settlement legislation, including –

(i) an improvement owned by the Auckland Council immediately before the vesting of the property; and

(ii) an improvement attached to the property with the consent of the Crown or the administering body of the property at the time of its attachment; and

(b) provide, in particular, that, despite the provisions of that section, the governance entity is not liable for an improvement for which it would, apart from that section, be liable by reason of its ownership of the property; and

Inalienability

5.2.7 in relation to the governance entity's share of the fee simple estate in the Hūnua Falls property, the Hūnua Falls property is inalienable other than to a new trustee of the governance entity.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Waikawau

5.3 The settlement legislation will, on the terms provided by section 34 of the draft settlement bill, provide that, in relation to Waikawau–

5.3.1 the governance entity may erect a building for use as a whare waananga for cultural purposes (**Waikawau building**) without having to obtain consents or approvals under the Reserves Act 1977;

5.3.2 the governance entity will be required to consult the Department of Conservation regarding the details of the proposed Waikawau building;

5.3.3 the governance entity may –

(a) restrict or prohibit public access to the Waikawau building; and

(b) authorise exclusive private use of the Waikawau building by, or with the consent of, the governance entity; and

5.3.4 despite clauses 5.3.1 to 5.3.3, the governance entity must obtain any other consents or approvals required to erect the Waikawau building.

Piopiotahi

5.4 The settlement legislation will, on the terms provided by section 35 of the draft settlement bill, provide that Piopiotahi is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

Hauraki Gulf Marine Park

5.5 The settlement legislation will, on the terms provided by section 57, of the draft settlement bill, provide that Tautahanga be included as part of the Hauraki Gulf Marine Park.

Crown Minerals Act 1991

5.6 The settlement legislation will, on the terms provided by section 46 of the draft settlement bill, provide that –

5.6.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:

(a) Waikawau:

(b) Papamaire:

(c) Ahirau; and

5.6.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.6.1; and

5.6.3 for the purposes of clause 5.6.2 reference to –

(a) a Minister or Ministers or to the Crown (but not the reference to a Crown owned mineral) must be read as a reference to the governance entity; and

(b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by virtue of section 102 of the draft settlement bill; and

5.6.4 clauses 5.6.1 to 5.6.3 do not apply if the Governor-General, by Order in Council made in accordance with section 47 of the draft settlement bill, declares that any or all of the properties specified in clause 5.6.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

Provisions relating to Ngaherehere o Kohukohunui

5.7 Without limiting paragraph 2.3 of the property redress schedule, the parties acknowledge and agree that, despite the vesting of Ngaherehere o Kohukohunui in the governance entity, access to this property will be restricted, due to third party management of land owned by the Auckland Council that surrounds Ngaherehere o Kohukohunui (**Council land**).

5.8 Despite clause 5.7, the Auckland Council has agreed that, if it ever assumes management of the Council land, the Auckland Council will discuss with the governance entity, providing the governance entity with reasonable access to Ngaherehere o Kohukohunui.

CROWN MINERALS

5.9 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

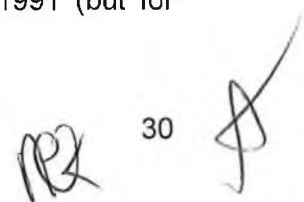
5.9.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) any Crown owned minerals in any cultural redress property vested under the settlement legislation, vest with, and form part of, that property; but

5.9.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.10 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in the Hūnua Falls property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for



clause 5.9.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

5.11 Sections 105 to 114 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.9 applies.

5.12 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

5.13 Each cultural redress property is to be –

5.13.1 as described in schedule 1 of the draft settlement bill; and

5.13.2 vested on the terms provided by –

(a) sections 22 to 57 of the draft settlement bill; and

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

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

(a) required by clauses 5.1 and 5.2 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 1 of the draft settlement bill.

ROAD ADJACENT TO PIOPIOTAHI

5.14 The settlement legislation will, on the terms provided by section 36 of the draft settlement bill, provide that the road adjacent to Piopiotahi, being Section 3 SO 485637 –

5.14.1 will be stopped; and

5.14.2 declared a local purpose (esplanade) reserve; and

5.14.3 will be named Piopiotahi Local Purpose (Esplanade) Reserve.

VEST AND VEST BACK OF REPANGA (CUVIER) ISLAND NATURE RESERVE

5.15 In clauses 5.16 and 5.17, **Repanga (Cuvier) Island Nature Reserve** has the meaning given to it by section 58 of the draft settlement bill.

5.16 The settlement legislation will, on the terms provided by section 60 of the draft settlement bill, provide that –

5.16.1 on the vesting date, the fee simple estate of Repanga (Cuvier) Island Nature Reserve vests in the following:

(a) the governance entity:

(b) the trustees of the Hei o Wharekaho Settlement Trust:

(c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust:

(d) the trustees of the Ngāti Maru Rūnanga Trust; and

5.16.2 on the seventh day after the vesting date, the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests back in the Crown; and

5.16.3 the following matters apply as if the vestings in clauses 5.16.1 and 5.16.2 had not occurred –

(a) Repanga (Cuvier) Island Nature Reserve remains a nature reserve under the Reserves Act 1977; and

(b) any enactment, instrument or interest that applied to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date continues to apply to it; and

(c) to the extent that the overlay classification applies to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date, it continues to apply to the property; and

(d) the Crown retains all liability for Repanga (Cuvier) Island Nature Reserve; and

5.16.4 the vestings in clauses 5.16.1 and 5.16.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

5.16.5 the vesting referred to in clause 5.16.1 is not a disposal of RFR land under the Pare Hauraki Collective Redress legislation.

Vesting date

5.17 The settlement legislation will, on the terms provided by section 59 of the draft settlement bill, provide that, –

5.17.1 the governance entity and the trustees specified in clause 5.16.1(b) to (d) (**specified trustees**) may give written notice of the proposed date of vesting to the Minister of Conservation; and

5.17.2 the proposed date must not be later than one year after the settlement date; and

5.17.3 the specified trustees must give the Minister at least 40 business days' notice of the proposed date; and

5.17.4 the Minister must publish a notice in the *Gazette* –

(a) specifying the vesting date; and

(b) stating that the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests in the specified trustees on the vesting date; and

5.17.5 for the purposes of clauses 5.16 and 5.17, **vesting date** means –

(a) the date proposed by the specified trustees in accordance with clauses 5.17.1 to 5.17.3; or

(b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.18 The settlement legislation will, on the terms provided by sections 61 to 75 of the draft settlement bill, –

5.18.1 declare Repanga (Cuvier) Island Nature Reserve (as shown on deed plan OTS-403-215) as an overlay area subject to an overlay classification; and

5.18.2 provide the Crown's acknowledgement of the statement of Ngaati Whanaunga values in relation to the overlay area; and

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

(a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to have particular regard to the statement of Ngaati Whanaunga values, and the protection principles, for the overlay area; and

(b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the strategy or plan on Ngaati Whanaunga values, and the protection principles, for the area; and

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

5.18.5 enable the making of regulations and bylaws in relation to the overlay area.

5.19 The statement of Ngaati Whanaunga values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.20 The settlement legislation will, on the terms provided by sections 76 to 87 of the draft settlement bill, –

5.20.1 provide the Crown's acknowledgement of the statements by Ngaati Whanaunga of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Mercury Islands (as shown on deed plan OTS-403-212):

(b) Mahakirau Scenic Reserve (as shown on deed plan OTS-403-218):

(c) part Whangapoua Forest Conservation Area (as shown on deed plan OTS-403-220); and

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

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

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

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

5.20.4 enable the governance entity, and any member of Ngaati Whanaunga, to cite the statutory acknowledgement as evidence of the association of Ngaati Whanaunga with an area.

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

PROTOCOLS

5.22 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:

5.22.1 the primary industries protocol:

5.22.2 the taonga tūturu protocol.

5.23 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

FORM AND EFFECT OF PROTOCOLS

5.24 Each protocol, will be –

5.24.1 in the form in part 4 of the documents schedule; and

5.24.2 issued under, and subject to, the terms provided by sections 88 to 93 of the draft settlement bill.

5.25 A failure by the Crown to comply with a protocol, is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

5.26 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.27 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.28 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.29 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

RUAMAAHUA

5.30 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngaati Whanaunga. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngaati Whanaunga.

PROMOTION OF RELATIONSHIPS

Local authorities

5.31 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 7 of the documents schedule, to the Mayor of each local authority listed in clause 5.33.

5.32 The purpose of a letter of facilitation is to –

5.32.1 raise the profile of Ngaati Whanaunga with each local authority receiving it; and

5.32.2 advise the local authority of matters of particular importance to Ngaati Whanaunga relevant to that local authority.

5.33 The local authorities referred to in clause 5.31 are:

5.33.1 Auckland Council:

5.33.2 Hauraki District Council:

5.33.3 Matamata-Piako District Council:

5.33.4 Thames-Coromandel District Council:

5.33.5 Waikato Regional Council:

5.33.6 Waikato District Council:

5.33.7 Western Bay of Plenty District Council:

5.33.8 Bay of Plenty Regional Council.

Crown agencies

5.34 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 8 of the documents schedule, to the Chief Executive of each Crown agency listed in clause 5.36, introducing Ngaati Whanaunga and the governance entity.

5.35 The purpose of a letter of introduction is to –

5.35.1 raise the profile of Ngaati Whanaunga with each Crown agency receiving it; and

5.35.2 provide a platform for better engagement between Ngaati Whanaunga and each Crown agency.

5.36 The Crown agencies referred to in clause 5.34 are:

5.36.1 Archives New Zealand, Department of Internal Affairs:

5.36.2 Ministry of Education:

5.36.3 New Zealand Police.

Museums

5.37 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter to museums**), in the form set out in part 9 of the documents schedule, to the Chief Executive of each museum listed in clause 5.39.

5.38 The purpose of a letter to museums is to –

5.38.1 raise the profile of Ngaati Whanaunga with each museum receiving it; and

5.38.2 encourage each museum to engage with Ngaati Whanaunga on Ngaati Whanaunga taonga held by those museums.

5.39 The museums referred to in clause 5.37 are:

5.39.1 Auckland War Memorial Museum:

5.39.2 Museum of New Zealand Te Papa Tongarewa:

5.39.3 Waikato Museum.

STATEMENTS OF ASSOCIATION

5.40 The Crown acknowledges that Ngaati Whanaunga has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to the following:

5.40.1 Coastal statement of association:

5.40.2 Tāmaki Makaurau motu and maunga;

5.40.3 Moehau maunga:

5.40.4 Te Aroha maunga.

5.41 The statements by Ngaati Whanaunga of their associations and values in relation to the areas referred to in clause 5.40 are set out in part 3 of the documents schedule.

5.42 The parties acknowledge that the acknowledgement in clause 5.40, and the statements referred to in clause 5.41, are not intended to give rise to any rights or obligations.

AHUAHU / GREAT MERCURY ISLAND

5.43 The Crown acknowledges that Ahuahu / Great Mercury Island is of cultural significance to Ngaati Whanaunga and has acknowledged a Treaty breach in respect of the Crown acquisition of the island. The Crown intends that any redress over Crown-owned land on Ahuahu / Great Mercury Island provided to any Iwi of Hauraki includes Ngaati Whanaunga.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.44 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.

5.45 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.9 to 5.12 as they relate to clause 5.1.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $10,878,553, being the financial and commercial redress amount of $16,000,000 less –

6.1.1 [$30,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.8; and]

6.1.2 [$1,800,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.11 on account of the settlement; and]

6.1.3 $1,021,114, being the agreed portion of the agreed transfer value of the properties referred to in clauses 7.5.1 to 7.5.10, on account of the settlement; and

6.1.4 $170,333, being the agreed transfer value of the property referred to in clause 7.5.11; and

6.1.5 $1,600,000 (**Te Kouma on-account payment**), as provided for in clause 6.2 on account of the settlement; and

6.1.6 $500,000 (**cash on-account payment**), as provided for in clause 6.2 on account of the settlement.

[***Redress in this clause is to be confirmed before the Marutūāhu Iwi Collective Redress Deed is initialled***]

ON-ACCOUNT PAYMENTS

6.2 Within 10 business days after the date of this deed, the Crown will pay to the governance entity on account of the financial and commercial redress amount, –

6.2.1 the Te Kouma on-account payment; and

6.2.2 the cash on-account payment.

DEFERRED SELECTION PROPERTIES

6.3 The governance entity may, during the deferred selection period for each deferred selection property described in subpart A of part 3 of the property redress schedule, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

6.4 Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

6.5 Turua Primary School site (land only) is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 6.1 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF TURUA PRIMARY SCHOOL SITE (LAND ONLY)

6.6 In the event that Turua Primary School site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in accordance with paragraph 5.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection by the governance entity in accordance with clause 6.3. The right under clause 6.3 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

JOINT DEFERRED SELECTION PROPERTY (TE WHAREKURA O MANAIA SITE (LAND ONLY))

6.7 The governance entity may, during the deferred selection period for the deferred selection property described in subpart B of part 3 of the property redress schedule (being Te Wharekura o Manaia site (land only)), give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule. To avoid doubt, clause 6.4 applies to this clause.

6.8 The governance entity's right to give the Crown a notice of interest under clause 6.7 is shared jointly with the trustees of the Ngāti Maru Rūnanga Trust and the trustees of Te Tāwharau o Ngāti Pūkenga Trust, and accordingly, part 5 of the property redress schedule provides, amongst other things, that –

6.8.1 a notice of interest under paragraph 5.1 of the property redress schedule must –

(a) be in the form set out in appendix 1 to subpart A of part 5 of the property redress schedule; and

(b) be signed by all three entities; and

(c) specify a person or entity who will be the single point of contact for the purposes of part 5 of the property redress schedule; and

6.8.2 an election notice under paragraph 5.4 of the property redress schedule must –

(a) be in the form set out in appendix 2 to subpart A of part 5 of the property redress schedule; and

(b) be signed by all three entities; and

(c) specify each entity that elects to purchase the property (each a **purchasing entity**); and

(d) specify a single point of contact and bank account for the purposes of part 7 of the property redress schedule; and

6.8.3 if a notice under paragraph 5.4 of the property redress schedule specifies more than one entity, the transfer of Te Wharekura o Manaia site (land only) will be to each specified entity as tenants in common in shares specified in the notice; and

6.8.4 if the trustees of the Ngāti Maru Rūnanga Trust or the trustees of Te Tāwharau o Ngāti Pūkenga Trust are the sole purchasing entity, or one of the purchasing entities, that entity will be deemed to have been a party to this deed for the purposes of the provisions in this deed relating to the transfer of Te Wharekura o Manaia site (land only).

6.9 Te Wharekura o Manaia site (land only) is to be leased back to the Crown, immediately after its purchase by the purchasing entities, on the terms and conditions provided by the lease for that property in part 6.2 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

6.10 Clause 6.11 applies if, within 4 months after the date of this deed, the board of trustees of Te Wharekura o Manaia (the **board of trustees**) relinquishes the beneficial interest it has in the property in subpart C of part 3 of the property redress schedule, being Te Wharekura o Manaia House site (land only).

6.11 If this clause applies –

6.11.1 the Crown must, within 10 business days of this clause applying, give notice to the governance entity that the beneficial interest in Te Wharekura o Manaia House site (land only) has been relinquished by the board of trustees;

6.11.2 the deferred selection property that is Te Wharekura o Manaia site (land only) will include Te Wharekura o Manaia House site (land only); and

6.11.3 all references in this deed to Te Wharekura o Manaia site (land only) are to be read as if that deferred selection property were Te Wharekura o Manaia site (land only) and the Te Wharekura o Manaia House site (land only) together.

6.12 Clause 6.13 applies if, within 4 months after the date of this deed, the board of trustees does not agree to relinquish the beneficial interest it has in Te Wharekura o Manaia House site (land only).

6.13 If this clause applies –

6.13.1 the Crown will arrange for the creation of a computer freehold register for Te Wharekura o Manaia site (land only) excluding Te Wharekura o Manaia House site (land only) (the **Balance School site**) in accordance with paragraph 7.38 of the property redress schedule; and

6.13.2 the Crown shall be entitled to enter into any encumbrances affecting or benefiting the Balance School site which the Crown deems reasonably necessary in order to create separate computer freehold registers for Te Wharekura o Manaia House site (land only) and the Balance School site and legalise existing accessways and access to services. Such encumbrances shall be in standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance and costs between grantor and grantee(s) shall provide for apportionment based on reasonable user of any shared easement facilities.

WITHDRAWAL OF TE WHAREKURA O MANAIA SITE (LAND ONLY)

6.14 In the event that Te Wharekura o Manaia site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the entities specified in clause 6.8 have given a notice of interest in accordance with paragraph 5.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection in accordance with clause 6.7. The right under clause 6.7 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

SECOND RIGHT OF DEFERRED PURCHASE OF 510 PREECES POINT ROAD

6.15 The governance entity has the right to purchase, on and subject to the terms and conditions in part 6 of the property redress schedule, 510 Preeces Point Road (**second right of purchase property**) if the second right of purchase property is no longer capable of being acquired under the Te Patukirikiri deed of settlement.

6.16 The second right of purchase property is described in part 4 of the property redress schedule.

SETTLEMENT LEGISLATION

6.17 The settlement legislation will, on the terms provided by sections 94 to 99 of the draft settlement bill, enable the transfer of the deferred selection properties and the second right of purchase property.

RFR FROM CROWN OVER TRYPHENA HALL LOCAL PURPOSE (SITE FOR COMMUNITY BUILDINGS) RESERVE

6.18 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being land described in part 4 of the attachments as RFR land.

6.19 The right of first refusal is –

6.19.1 to be on the terms provided by sections 116 to 144 of the draft settlement bill; and

6.19.2 in particular, to apply –

(a) for a term of 177 years from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 124 to 133 or a matter referred to in section 134(1) of the draft settlement bill.

APPLICATION OF CROWN MINERALS ACT 1991

6.20 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

6.20.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in –

(a) any purchased deferred selection property transferred to the governance entity or, in relation to Te Wharekura o Manaia site (land only), transferred to the purchasing entities, under this deed; or

(b) the purchased second right of purchase property transferred to the governance entity under this deed; or

(c) any RFR land transferred to the governance entity under a contract formed under section 123 of the draft settlement bill,

transfer with, and form part of, that property; but

6.20.2 that transfer does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

6.21 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that, if the fee simple estate in a property is transferred in accordance with this part to the governance entity and others as tenants in common, any minerals in the property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 6.20.1) will be owned by the governance entity in the same proportion in which the fee simple estate is held by it.

6.22 Sections 105 to 114 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.20 applies.

6.23 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngaati Whanaunga is –

7.1.1 one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau;

7.1.2 a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau;

7.1.3 one of the 12 Iwi of Hauraki;

7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;

7.1.5 one of the iwi of the Marutūāhu Iwi; and

7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKAURAU COLLECTIVE REDRESS

7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –

7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

(a) cultural redress in relation to particular Crown-owned portions of maunga[1] and motu[2] of the inner Hauraki Gulf / Tīkapa Moana:

(b) governance arrangements relating to four motu[3] of the inner Hauraki Gulf / Tīkapa Moana:

(c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public

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[1] Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhuiarangi / Pigeon Mountain, Ōtāhuhu / Mount Richmond, Rarotonga / Mount Smart, Takarunga / Mount Victoria, and Te Tātua-a-Riukiuta.

[2] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi Island.

[3] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Motukorea.

conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

(d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

Commercial redress in relation to RFR land

(e) a right of first refusal over RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properties

(f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –

(i) in relation to which one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but

(ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

7.2.2 includes an acknowledgement that, although the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

CERTAIN PROPERTIES CEASE TO BE NGĀ MANA WHENUA O TĀMAKI MAKAURAU COLLECTIVE REDRESS

7.3 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) ceases to be RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for the purposes of that Act.

PARE HAURAKI COLLECTIVE REDRESS

7.4 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the

summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

7.4.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

7.4.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:

7.4.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu[4] and wetlands[5]:

7.4.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure the Pare Hauraki values and interests are provided for:

7.4.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:

7.4.6 a statutory acknowledgement over the Kaimai Mamaku Range:

7.4.7 $3,000,000 funding and other support for te reo revitalisation:

7.4.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:

7.4.9 changing the geographic names of specified areas of significance:

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[4] Including Motutapere Island, Cuvier Island (Repanga), the Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).
[5] Including Kopuatai, Torehape and Taramaire wetlands.

7.4.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

7.4.11 $500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

7.4.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):

7.4.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:

7.4.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:

7.4.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:

7.4.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

7.4.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:

7.4.18 involvement in any review of ownership of gold and silver:

7.4.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Properties

7.5 The parties acknowledge that it is intended that the following properties must be transferred by the Pare Hauraki collective commercial entity to the governance entity, either solely, or jointly with other iwi, as the case may be, as referred to in the Pare Hauraki Collective Redress Deed:

Early release commercial redress properties

7.5.1 107 Ajax Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngāti Tara Tokanui Trust):

7.5.2 401 Achilles Avenue, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tamaterā Treaty Settlement Trust, Ngāti Tumutumu/Ngāti Rāhiri Tumutumu Trust):

7.5.3 1-5 Toko Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tamaterā Treaty Settlement Trust):

7.5.4 105 Isabel Street, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tamaterā Treaty Settlement Trust):

7.5.5 131 Karaka Road, Thames (jointly with Ngāti Maru Rūnanga Trust):

7.5.6 416 Brown Street, Thames (jointly with Ngāti Maru Rūnanga Trust):

7.5.7 607 MacKay Street, Thames (jointly with Ngāti Maru Rūnanga Trust):

7.5.8 609 MacKay Street, Thames (jointly with Ngāti Maru Rūnanga Trust):

7.5.9 40 Kerepehi Town Road, Kerepehi (jointly with Hako Tūpuna Trust):

7.5.10 Feisst Road / Bell Road, Maramarua (jointly with Ngāti Maru Rūnanga Trust, Ngāti Paoa Iwi Trust, Ngāti Tamaterā Treaty Settlement Trust):

Commercial redress property

7.5.11 150 Opoutere Road, Opoutere.

Housing New Zealand Corporation right of first refusal

7.6 The parties acknowledge that the governance entity will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

Land Holding Agency	**Housing New Zealand Corporation**	
Property Name/ Identifier	**Address**	**Legal Description**
HSS0042878	Thames	0.0419 hectares, more or less, being Lot 1 DPS 79010. All computer freehold register SA62C/795.
HSS0034252	Thames	0.0562 hectares, more or less, being Lot 2 DPS 79010. All computer freehold register SA62C/796.

HSS0034251	Thames	0.0333 hectares, more or less, being Lot 3 DPS 79010. All computer freehold register SA62C/797.
HSS0028289	Thames	0.0309 hectares, more or less, being Lot 4 DPS 79010. All computer freehold register SA62C/798.
HSS0028643	Thames	0.0416 hectares, more or less, being Lot 1 DPS 82559. All computer freehold register SA64D/932.
HSS0034256	Thames	0.0374 hectares, more or less, being Lot 2 DPS 82559. All computer freehold register SA64D/933.
HSS0034255	Thames	0.0638 hectares, more or less, being Lot 3 DPS 82559. All computer freehold register SA64D/934.
HSS0028644	Thames	0.0414 hectares, more or less, being Lot 5 DPS 82559. All computer freehold register SA64D/936.
HSS0034254	Thames	0.0475 hectares, more or less, being Lot 6 DPS 82559. All computer freehold register SA65B/383.
HSS0034253	Thames	0.0573 hectares, more or less, being Lot 7 DPS 82559. All computer freehold register SA65B/384.

MARUTŪĀHU IWI COLLECTIVE REDRESS

7.7 The parties record the following summary of redress intended to be provided for in the Marutūāhu Iwi Collective Redress Deed. The summary is non-comprehensive and provided solely for reference. In the event of any conflict between the terms of the summary and the Marutūāhu Iwi Collective Redress Deed, the Marutūāhu Iwi Collective Redress Deed prevails:

Cultural redress

7.7.1 vesting of land at the following properties:

(a) Omahu property (Maungarei):

(b) Moutohora property (Motuora):

(c) Marutūāhu property (Mahurangi):

(d) Te Wharekura property (Tiritiri Matangi):

(e) Te Mokai a Tinirau property (Motuihe):

(f) Mangoparerua Pā property (Motuihe):

(g) Taurarua property A:

(h) [Taurarua property B]:

(i) Whangaparaoa property:

(j) Te Kawau Tu Maru property (Kawau):

7.7.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:

7.7.3 transfer of the Sunny Bay Wharf on Kawau Island:

7.7.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:

7.7.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:

7.7.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:

7.7.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

7.7.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:

7.7.9 the transfer of the Maramarua Forest on specified terms:

7.7.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]

7.7.11 the transfer of the Anzac Street, Takapuna property as an early release property:

7.7.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:

(a) specified landbank properties:

(b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:

(c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:

7.7.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:

7.7.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:

7.7.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:

7.7.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:

7.7.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.

8 TĪKAPA MOANA - TE TAI TAMAHINE / TE TAI TAMAWAHINE

8.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Ngaati Whanaunga.

8.2 Ngaati Whanaunga and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Ngaati Whanaunga.

8.3 Ngaati Whanaunga consider, but without in any way derogating from clause 8.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

8.4 The Crown recognises:

8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and

8.4.2 Ngaati Whanaunga have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.

8.5 The Crown acknowledges that the aspirations of Ngaati Whanaunga for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:

8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;

8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and

8.5.3 facilitate the exercise by Ngaati Whanaunga of kaitiakitanga, rangatiratanga and tikanga manaakitanga.

8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngaati Whanaunga have with natural resources, and that the iwi have an important role in their care.

8.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngaati Whanaunga in the natural resource management of

Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.

8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.

8.10 Ngaati Whanaunga are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.

9.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.

9.3 The draft settlement bill proposed for introduction to the House of Representatives –

9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and

9.3.2 must comply with the relevant drafting conventions for a government bill; and

9.3.3 must be in a form that is satisfactory to Ngaati Whanaunga and the Crown.

9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngaati Whanaunga and the Crown.

9.5 Ngaati Whanaunga and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

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

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

9.7.1 clauses 6.2, 6.6, 6.10 to 6.14 and 9.4 to 9.11:

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

EFFECT OF THIS DEED

9.8 This deed –

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

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

9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

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

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

9.11.1 this deed (and the settlement) are at an end; and

9.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and

9.11.3 this deed remains "without prejudice"; but

9.11.4 the parties intend that –

(a) the on-account payments;

(b) any property referred to in clauses 7.5.1 to 7.5.10 if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed; and

(c) [the property referred to in clause 7.7.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed,]

are taken into account in any future settlement of the historical claims.

10 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

10.1 The general matters schedule includes provisions in relation to –

10.1.1 the implementation of the settlement; and

10.1.2 the Crown's –

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

(b) tax indemnities in relation to redress; and

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

10.1.4 amending this deed.

HISTORICAL CLAIMS

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

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

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

(i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngaati Whanaunga or a representative entity, including the following claims:

(a) Wai 346 – Fairburn Purchase claim:

(b) Wai 754 –Tairua and other Blocks claim:

(c) Wai 806 – Tikouma Harbour and Lands (Hauraki) claim:

(d) Wai 809 – Ngaati Whanaunga (Hauraki) claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngaati Whanaunga or a representative entity, including the following claims:

(a) Wai 100 – Hauraki Maaori Trust Board claim:

(b) Wai 174 – Ngaa Whaanau O Omahu (Hauraki) claim:

(c) Wai 177 – Hauraki Gold Mining Lands claim:

(d) Wai 344 – Waiheke Development Block claim:

(e) Wai 345 – Fairburn Block claim:

(f) Wai 373 – Maramarua State Forest claim:

(g) Wai 374 – Auckland Central Railways Land claim:

(h) Wai 394 – Central Auckland Railway Lands claim:

(i) Wai 454 – Marutuuaahu Tribal Region claim:

(j) Wai 475 – Whangapoua Forest claim:

(k) Wai 496 – Tamaki Girls College and Other Lands within Taamaki Makaurau claim:

(l) Wai 650 – Athenree Forest and Surrounding Lands claim:

(m) Wai 693 – Matamataharakeke Blocks claim:

(n) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim:

(o) Wai 808 – Hoe O Tainui Ki Mahurangi Land claim:

(p) Wai 811 – Coromandel Township and Other Lands (Te Patukirikiri) claim:

(q) Wai 812 – Marutuuaahu Land and Taonga claim:

(r) Wai 1696 – Tararu Land (Nicholls) claim:

(s) Wai 1807 – Descendants of Tipa claim:

(t) Wai 1891 – Ngaromaki Block Trust Mining claim:

(u) Wai 2007 – Ngaati Pukenga, Ngaati Maru and Ngaati Whanaunga me Ngaa Iwi o Te Awaawa o Manaia claim.

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

10.3.1 a claim that a member of Ngaati Whanaunga, or a whaanau, hapuu, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 10.5.1:

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGAATI WHANAUNGA

10.5 In this deed, **Ngaati Whanaunga** means –

10.5.1 the collective group composed of individuals who descend from a Ngaati Whanaunga tupuna or ancestor; and

10.5.2 every whaanau, hapuu, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:

(a) Te Mateawa;

(b) Ngaati Piri;

(c) Ngaati Karaua;

(d) Ngaati Kotinga;

(e) Ngaati Ngaropapa;

(f) Ngaati Rangiaohia;

(g) Ngaati Ramuri;

(h) Ngaati Tauaiwi;

(i) Te Rapupo;

(j) Ngaati Ngaupokopoko;

(k) Ngaati Puku;

(l) Ngaati Rangiuira;

(m) Ngaati Koheru;

(n) Ngaati Matau;

(o) Ngaati Wharo;

(p) Ngaati Pakira;

(q) Ngaati Hinerangi; and

(r) Ngaati Umuhau; and

10.5.3 every individual referred to in clause 10.5.1.

10.6 For the avoidance of doubt, Ngaati Hinerangi, as referenced in clause 10.5.2(q), does not mean the Ngāti Hinerangi of Matamata and Tauranga.

10.7 For the purposes of clause 10.5.1 –

10.7.1 a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) Maaori customary adoption in accordance with Ngaati Whanaunga tikanga (Maaori customary values and practices); and

10.7.2 **Ngaati Whanaunga tupuna or ancestor** means an individual who –

(a) exercised customary rights by virtue of being descended from Whanaunga; and

(b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

10.7.3 **customary rights** means rights according to tikanga Maaori (Maaori customary values and practices), including –

(a) rights to occupy land; and

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

MANDATED NEGOTIATORS AND SIGNATORIES

10.8 In this deed –

10.8.1 **mandated negotiators** means the following individuals –

(a) Tipa Shane Compain [***town or city of residence, occupation***];

(b) Nathan Charles Kennedy [***town or city of residence, occupation***]; and

10.8.2 **mandated signatories** means the following individuals –

(a) Tipa Shane Compain [***town or city of residence, occupation***];

(b) Nathan Charles Kennedy [***town or city of residence, occupation***];

(c) [***name, town or city of residence, occupation***];

(d) [***name, town or city of residence, occupation***]; and

(e) [***name, town or city of residence, occupation***].

[***Clause 10.8 will be completed prior to this deed being signed***]

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on [*date*]

[**SIGNED** for and on behalf of
NGAATI WHANAUNGA
by the mandated signatories
in the presence of –

Tipa Shane Compain

Nathan Charles Kennedy

[ ]

[ ]

[ ]

WITNESS

Name:

Occupation:

Address:]

[**SIGNED** by the **TRUSTEES OF THE NGAATI WHANAUNGA RUUNANGA TRUST**
in the presence of –

____
[ ]

____
[ ]

____
[ ]

____
[ ]

WITNESS

____

Name:

Occupation:

Address:]

[***These attestations will be confirmed and completed before this deed is signed***]

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

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

____
Hon Christopher Finlayson

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

____
Hon Steven Leonard Joyce

WITNESS

____

Name:

Occupation:

Address: