

NGAI TAI
and
THE CROWN

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

2 December 2025

Ngai Tai Manawanui, Ngai Tai Manawaroa, Ngai Tai Manawapohatu.

TABLE OF CONTENTS

1	KŌRERO TŪĀPAPA: BACKGROUND	4
2	WHAKAAETANGA MATUA: AGREEMENT IN PRINCIPLE.....	11
3	WHAKATAUNGA: SETTLEMENT.....	12
4	KŌRERO TUKU IHO: HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY	14
5	WHAKAHOKINGA WHENUA: RETURN OF WHENUA	16
6	PURETUMU PŪTEA ME TE WHAKAHOKINGA ROHE MOANA: FINANCIAL AND ROHE MOANA	21
7	NGĀ TUKANGA WHAKAAPAPA MŌ NGĀ RAWA: OVERLAPPING INTERESTS PROCESS	22
8	HUAMONI ME NGĀ TĀKE: INTEREST AND TAX.....	24
9	TE HUARAHĪ A MURĪ NEI: NEXT STEPS	25
10	NGĀ TIKANGA: CONDITIONS.....	27
11	ĀHUATANGA WHĀNUI: GENERAL	29

SCHEDULES

1. NGĀ WHAKAMĀRAMA: DEFINITIONS
2. WHAKAAETANGA TĀREWA A TE KARAUNA: PROVISIONAL CROWN
ACKNOWLEDGEMENTS
3. NGĀ TIKANGA O TE WHAKATAUNGA: TERMS OF SETTLEMENT

ATTACHMENTS

1. CROWN AND NGAI TAI PROCESS FOR RESOLVING OVERLAPPING
INTERESTS
2. MAPS

1 KŌRERO TŪĀPAPA: BACKGROUND

TOI KI TAI

Ngai Tai

Ko Tainui te waka.

He iti taku iti, taku puku i ahua, ko Rangiahua.

Ko Rangiahua te maunga, kei uta ko Kapuarangi.

Ko te wai tapu o Wainui e rere ana ki te moana nui a Toi.

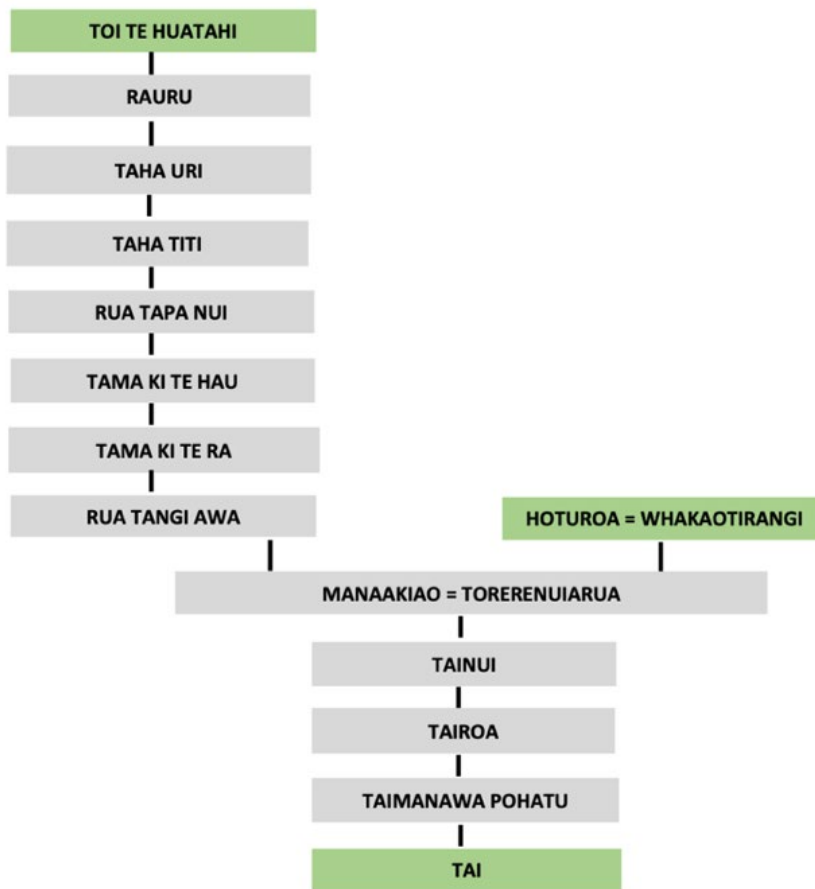
Ko Tōrerenuiarua te tipuna.

Ko Manaakiao te uri a Toi, te tangata whenua.

Ko Ngai Tai te iwi.

Tihei Mauri Ora!

- 1.1 Ka tīmata taku rohe ki te rāwhiti ki Tokaroa. Takahi ana i te one kirikiri ki Te Ana a Hinetekahu, hiki atu i Te Parinui ki a Rākaukatihī, titiro whakaroto ki a Ōtaitapu, ki Pukehou ki Puketoetoe ki Te Paritū. Heke atu ki a Mangakirikiri, ki te awa o Mōtū, ka rarā te waha o te wai kai roto i te kōpia. Ka ngunguru ana i te wai ko Te Paku e. Whai rawa atu i te awa ki runga ki Tāwharenga, ki te kāinga o Tāhinahina. Whakawhiti atu i te wahapū o te awa o Takapūtahi. Aruarungia te rori ki Peketutu, ki a Taungakākāriki, ki a Maromāuku. Whai mai i ahau ki Te Rere-i-Kaitaura, wehe atu i te awa mō te Taumatakarite, hōpara ki Te Rewa o Nukuroa ki Tāhunatoroa. Takatakahi ana ki Papamoa, ki Mangakākaho, ki Te Ropiha. Hangaia taku tiro i runga i Tūhangaia, ki te hauāurutanga o taku rohe. Kei waho o Tirohanga, ko Tokangāwekeweke, ko Tūrangaānui. Ko te rohe whenua i whakatakoto ai a Tōrerenuiārua tēnā.
- 1.2 Ko Tōrere te kāinga o ngā uri a Manaakiao rāua ko Tōrerenuiārua. Ko Ngai Tai te iwi. He papawhenua taurikura a Tōrere kei te taha rāwhiti o Ōpōtiki. Ko tōna rohe kei te taha takutai, ā, ahū atu ki ngā pae maunga, tatū atu ki uta. He whenua tuku iho a Tōrere kei te Moana a Toi te Huatahi, ā, kei raro iho nei he kōrero ōrokohanga mō tēnei iwi o tātau, o Ngai Tai.



- 1.3 Kia tīmatahia ngā kōrero i tō tātau tipuna tāne a Manaakiao me tōna tātai whakapapa ki te rangatira nei a Toi te Huatahi. Ko Toi te Huatahi tētahi tino tipuna i Hawaiki, i Aotearoa anō hoki. Ko tōna ingoa e whakaatu ana he huatahi, he taonga tuatahi, arā he tamaiti tautahi ia. Tau ana te noho a te tipuna nei ki ngā moutere o te Moana nui ā Kiwa. Nō tētahi wā ka tū he whakataetae tere waka i te hōpuapua o Pikopiko i Whiti. He toa ngā mokopuna a Toi te Huatahi ki ēnei mahi. Ko Whātonga rāua ko Tūrāhui ērā. Ka pai te teretere o ngā waka i te whakataetae. Heoi, ka mau te tokorua nei ki tētahi āwha whakaohore, ā, ka ngaro ki te moana. Nā te whai me te rapu a Toi i āna mokopuna, ka tae ia ki Aotearoa nei. Ka tūtaki a Toi me tōna tira rapu i āna mokopuna ki tētahi iwi, he pangopango te kiri, he turi pāraharaha. Ka moea e Toi te Huatahi a Kuraimonoa, ka puta ko te Tini a Toi. Ka noho rangatira ia. Ko tōna pā kāinga kei runga ake i Te Rae o Kōhi, ko Kāpūterangi te ingoa. Ka taunahatia e ia te whenua. I konei hoki ka hua mai āna uri maha ki tēnei takiwā, ā, mohoa ake nei. Ko tāna tama a Rauru, ā, koinei te tātai hekenga o tō tātau tipuna o Manaakiao.
- 1.4 I moe a Manaakiao i a Tōrerenuiarua, te mātāmua a Hoturoa rāua ko Whakaotirangi. He ringa makuru a Manaakiao. I mōhio ia, i te tatari hoki ia mō tōna wahine pūrotu. He āhuatanga nō te wairua tērā. Ko Manaakiao te rangatira o Ngai Tai. Ko ia te whakatinanatanga o tōna ingoa. Manaaki ki te kai, manaaki ki te whenua, maanaki ki te tangata, manaaki ki te ao whānui. Nāna i hoatu i te mana o te rangatira ki a Tōrerenuiārua. Ko ia i manaaki i tōna wahine. Ko ia i whakarangatira i a ia. I noho piri rāua ki te matenga rānō. He mana āki! E kitea tonutia ana rāua i te awa o Wainui. Kua huri a Tōrerenuiārua hei toka mā, ko Manaakiao hei rākau nikau hei whakamarumaruru i

AGREEMENT IN PRINCIPLE

tōna whaiaipō. Ko ēnei tūtohu whenua e tū ana i ēnei rā, hei wāhi whakahirahira mō ngā uri whakaheke katoa o Ngai Tai.

- 1.5 Ko Manaakiao, te uri o Toi-kai-rākau, te tangata i mau i ngā mātauranga o ōna tīpuna: te tohungatanga ki te mahi kai, te tiaki whenua, me te pupuri tikanga. Nōna te kawa o tō tātau iwi. Nāna hoki i whakatō i te ora ki te whenua, nā Tōrerenuiārua i whakatō te mana o te rangatira ki te iwi, me tōna aho ariki nō te waka o Tainui.
- 1.6 Kia tahuri rā ki ngā kōrero mō tō tātau tipuna wahine a Tōrerenuiārua me tōna taenga mai. I mua noa atu i te wehenga i Hawaiki, i whakakitea kētia e Tōrerenuiārua te whenua hōu, me te kāinga hōu mōna. Koinei tētahi o ōna raukura, ko te whakakite. Ko tōna ingoa o Tōrere he mea tapaina ki te ingoa o te tuahine o tōna matua, arā, a Hine-Tōrere, i mate i Hawaiki i mua i te hekenga mai o tō tātau waka o Tainui ki Aotearoa. Ko te wāhanga whakamutunga o tōna ingoa, (nui-ā-rua) he whakamaharatanga ki te wāhi i tanumia ai a Hine-Tōrere, he wāhi tuku iho kei tētahi o ngā moutere o Hawaii.
- 1.7 I a Hoturoa mā e noho ana i Hawaiki, ka tokomaha rawa ngā uri, ā, ka itiiti iho ngā kai. Ka pupū ake ngā pakanga i waenganui i ngā iwi. Ko Te Rātōrua tērā, ko Hawaiki mātotoru i te tangata tērā. Nā ngā raruraru mō te whenua, ngā kai, me ngā pakanga i rangirua ai ngā iwi, ā, ka hoki ngā mahara mō ngā kōrero mō tētahi whenua hou kei tua o te moana waiwai, o Te Moana nui a Kiwa. Ka huri ngā whakaaro o ngā rangatira ki aua kōrero, ā, ka toko ake te whakaaro ki te whakarite waka hei wehe. Ka puta ko te hekeganui o ngā waka tēnei. Ko tētahi o ngā waka rongonui i hangaia mō taua haerenga, ko tō tātau waka, ko Tainui. He waka i whakairohia ki ngā karakia tapu, i herea ki ngā tikanga tuku iho, ā, i whakarewaina i raro i te maru o ngā tohunga me ngā kaihautu whakaterere waka.
- 1.8 Ko Rakataura i tohua hei waihanga i te waka, he tohungatanga tārai waka ia nā te toa nei a Rātā. E toru ngā toki i whakamahia e Rakataura, ko Hahau te pō te toki turaki, ko Paopao te rangi te toki wāwāhi, ā, ko Manutāwhiorangi te toki tārai. Ko Rakataura mē tōna kāhui tārai waka i mahi i ngā mahi o te waka, ā, ko Hoturoa me tōna iwi i whakarite i ngā kai mō ngā kaitārai waka. Ko Hoturoa me Whakaotirangi ngā hāpai ō ki muri. Ko te poro rākau i whakamahia mō te waka, he rākau i tipu ki Maungaroa ki runga ake o te tamaiti whakatahe i tāpukehia ki reira. Ko Tainui te pēpē rā, ko Hinauri rāua Tinirau ngā mātua. Koinei tētahi o ngā take i tapaina ko Tainui te ingoa o te waka.
- 1.9 Ko Māhurangi te kuia, te ruruhi, te tohunga i tuku kōrero āwhina, ārahi hoki ki a Rakataura mā, i a rātau e waihanga ana i te waka. I a rātau e waihanga ana i te waka, ko tētahi o ngā kaimahi he hōhonu kakī, he pāpaku uaua, ā, ko tāna mahi he whakaparuparu i a ia i mua i te wā kai, anō nei he pukumahi ia. Ko Kohitinui tēnei. Ka haere te wā, ka pukuriri a Rakataura, ā, ka patua e ia a Kohitinui. Ka oti te tārai i te waka. Ka karakia a Rakataura kia neke, kia heke atu te waka ki te moana. Engari tē neke. Nā wai rā, ka karakia a Hoturoa, ā, ka neke, ka rere pai te waka. E ai ki te kōrero, i pēnei ai, nā te patunga a Rakataura i a Kōhitinui. Nā reira, ka noho ko Hoturoa te rangatira o te waka, ahakoa ko ia te kaimahi kai o te iwi.
- 1.10 Ka whakarewaina te waka ki te moana ki te whakamātautau, ā, ka āhua pukepuke te rere o te waka. Ka karanga atu a Whakaotirangi. “He tai nui rawa e Hotu.” Nā, ka tōia mai ki uta, ka waruwaruhia anō te waka. Nō te hokinga ki tai, ka pai rawa te rere o te waka. Koinei tētahi take anō i tapaina ko Tainui te ingoa o te waka.

- 1.11 Ko Tainui te waka. Ko Hoturoa te rangatira. Ko Whakaotirangi tōna wahine. Nāna i mau mai i te kumara me te taro. He whānau mahi kai, he ringa makuru. Ko Taiehu te kaihoe matua o te waka me tōna hoe tapu ko Hauhauterangi. Ko Ngātoroirangi te tohunga. Engari nō te taenga ki Rarotonga, ka māmingatia ia e Tamatekapua hei tohunga mō te waka o Te Arawa. Nō te wā e puawai ana te pohutukawa, i te marama o Ouenuku i rere mai ai a Tainui. Ka karanga ētahi i uta, “E Hotu, taihoa e haere, ko Tamatea tēnei.” He whakatūpato mō ngā rā e tatū mai ana, i te mea he rā tūpuhi ērā. Ka whakautu atu a Hoturoa, “Tukua māua ko Tamatea ki te moana whawhai ai.” Nā, ka haere tonu. Nā ngā karakia a Ngātoroirangi, me te whakapono nui a Hoturoa, ka marino te moana, ka whakapapapounamu, ka kārohirohi ngā wai, kia tae atu ai ki Rarotonga, ki Tangiia.

Tōia Tainui

Tapotu ki te moana

Mā wai e tō?

Māku e tō, mā Whakatau e tō.

Whakarongo ake au ki te taha o te rangi

He tarawai nuku, he tarawai rangi, pūhia te ahi e

Nau mai e Tāne, ka kau tāua i te awa i Pikopiko i Whiti

Kia mātakitakina koe e te tini e te mano

Māku koe e tiki atu ki te wao nui a Tāne

Mīroi e Tāne, koakoa e Tāne.

Turuturu haere ana te wai o te hiku o Maruānuku

E patua ana mai, e te kōmuri hau

Nā runga ana mai o Waihihī, o Waihāhā

Te Uranga tēnā o Tainui

Ura te rā, wewero te rā

Ngā tāngata i whakaririka, mamau ki te taura

Ki tū mātātorohia atu taku tū mātatoro

Ihu o waka

Tūruki, tūruki, Paneke, paneke!

Haramai te toki, Haumie, Hūi e, Tāiki e.

- 1.12 Nō te wehenga o Ngatoroirangi. Ka tū ko Riukiuta hei arahi i te waka. Anei ngā kaitiaki o te waka. Ko Paneiraira e patu ana i ngā ngaru. Ko Ihe rāua ko Mangohikuroa e ārai ana i waho, ā, e ai ki te kōrero, waru tekau ngā ika taniwha nei. Ko Pōngarara tētahi kaitiaki anō i whai, i tiaki i te puhi, ko Tōrerenuiārua. I tere te waka i Te Moana-nui-a-Kiwa. He haerenga roa, he haerenga tawhiti. He nui ngā tohu ārahi i te iwi nei. Ko ngā whetū, ko te āhua o ngā ngaru, ko te au o te moana, ko te rere o ngā manu moana me te maha kē atu. Kāre e kore, i whakamātauria rātou e ngā āwhā, me ngā rā mārie i ngā wā e pōturi ana te waka. Engari nā ngā karakia ā ngā tohunga, me te ringa mārō a Hoturoa, i ū tonu te waka ki tōna ara tika.

- 1.13 Ka pātata mai te waka o Tainui ki Aotearoa, ki Whakangaparāoa. Ka tata ū mai ki uta, ā, ka kitea te Pōhutukawa, ka ngahau, ka pōhēhē he manu whero, he raukura hōu hei titi ki te ūpoko. Nā reira ka whiua ngā raukura tawhito ki te wai. Nā, i te wā ka ū te waka o Tainui ki Aotearoa, ki Taungawaka, ki te take o Tihirau maunga. Ka kitea ehara kē i te manu, he pua rākau kē.

Aue taukuri e,

Tokowhitu ngā waka, nā rātau hoki i takahia te Moananuiākiwa.

Kīhai i matāra, ka kite i te pōhutukawa e tū ana i te taha tika.

ka mamau ki te raukura, ka rukenga ki te wai.

Aue taukuri e

- 1.14 Ka ū ki uta, ko Te Riu o Tainui tērā. Ka tau te punga ka here i te waka ki uta. I reira hoki te waka o Te Arawa i taua wā, ā, ka rongohia ngā kōrero mō te nekeneke o te taura ki raro iho kia tohua ko wai i tae tuatahi mai. Engari, ko Te Haika o Tainui tērā. Ka tau te iwi o Hoturoa ki Whangaparāoa, ka torotorohia te whenua, ka mahi kai, ka nōhia te whenua. Ka rūmakina e Whakaotirangi āna tāpapa kūmara. Ka mahia ngā mahi hei painga mō te iwi. Heoi anō i a rātau e tau nei, ka tipu te aroha i a Taikehu, tētahi o ngā kaihoe o te waka ki a Tōrerenuiārua, te puhi o te waka. Ko Taikehu te matua kēkē o Tōrerenuiārua, te tūngāne o Whakaotirangi. Ka minamina atu a Taikehu ki a ia, engari tē hiahia a Tōrerenuiārua ki a ia nā te mea i te tino mōhio kē ia ki tōna whenua hōu, me tōna ao hōu. Kua tau kē ōna whakakitenga ki roto i a ia.

- 1.15 Ka hipa te wā, ka hikinuku anō te tira o Hoturoa ki te rapu nōhanga anō mō rātau. Ka wehe rātau i Whangaparāoa. Ka tere anō te waka nei i Te Moana a Toi te Huatahi. Ka mau te waka ki ngā toka i tētahi takiwā. Ka tapaina tēnei wāhi ko Te Whitianga mai o Tainui. Kei reira he riu anō o Tainui. Pakaru te waka, ā, ka noho rātau ki reira. Ka rūmakina e Whakaotirangi ngā māra kai i a rātau e whakatikatika ana, ā, ka rongo a Tōrerenuiārua ki te whenua e karanga ana ki a ia. Ka tika mai anō te waka, ā, ka haere tonu te iwi nei. Ko Hoturoa me tōna tira e hāerēre ana i te moana engari ko Taikehu mē tōna hoe i te whai mā raro, kia riro i a ia a Tōrerenuiārua hei wahine māna.

AGREEMENT IN PRINCIPLE

- 1.16 Kāre noa i roa. Kāre hoki i tawhiti te haere. Ka whakahau a Tōrerenuiārua kia tū te waka i tōna kitenga atu i tētahi whenua ātaahua. Ko te whenua tēnei i whakakitehia e ia. Mōhio tonu ia koinei tōna whenua taurikura, koinei te kāinga hei taunga māna. Ka īnoi ia ki tōna matua, kia heke ia i te waka. Ka whakaae tōna matua kia noho mai ia.
- 1.17 Nō te heketanga iho o te wahine teitū, teiwhā, teitei i tōna waka. Ka pae ia ki uta, ki te ākau. Ka hangaia te tūahu hei whakawhenua i a ia ki tōna kāinga hōu. Ko Te Pukeiahunoa tēnei. Tere tonu tāna whakaapaapa i ngā kōhatu o te ākau ki tōna tinana kia pai tōna huna kia rite ia ki te puke i ahu noa. Ko te putake i pēnei ai ia, ko tōna mōhio i muri tata mai a Taikehu e whai ana i a ia. Ka tapaina tēnei wāhi ko Te Pukeiahunoa, kei te ākau o Te Tipi o Tamatea.
- 1.18 Ka whatia e Hoturoa te kei o te waka, hei taura here ki te waka, hei pou here ki te whenua, hei taura here ki te tangata. Ahakoa ka mahue tāna tamāhine i a ia, ka waihotia te kei o te waka o Tainui, kia kore rawa a Tōrerenuiārua e wareware i ōna hononga whakapapa. Kei te kitea tonutia te kei o te waka o Tainui i ngā arero o ngā amo o te wharenuī o Tōrerenuiārua i Tōrere. Mai i te rangi, ki te whenua, mai i te whenua ki te rangi. E mau tonu ana ngā hononga nui ki a Tainui waka. Ko te whāea o Tōrerenuiārua, a Whakaotirangi. Nānā tētahi ineiti kumara me te taro i tākohia ki tāna tamāhine hei whāngai i ōna uri whakaheke. Ko te māra Ōtūhawaiki tērā. Ka ruia e Tōrerenuiārua ngā kiri o Hawaiiki, ka rūmakina ngā purapura i waihotia e tōna whāea ki a ia. Ki korā, tipu ai te māra tuatahi.
- 1.19 Ka pātata atu a Taikehu ki te wāhi i reira a Tōrerenuiārua, engari i mua i a ia he toka nunui e tū ana. Kore rawa e tāea e ia te whakahipa nā ngā moana nui, kore rawa e taea e ia te whakapiki nā te tūpoupou hoki. Nā reira ka werohia e ia he ana ki te toka mā tōna hoe tapu kia pai ai te hīkoi mā roto, kia tae atu ia ki te wahine nei a Tōrerenuiārua. Ka hoko te tai, ka mahue he ana whakaputa, ko Te Toka Puta a Taikehu tērā. Ka hīkoi tonu a Taikehu, engari auare ake ko te hā noa o Tōrerenuiārua i rongohia e ia.
- 1.20 Ka marere a Tōrerenuiārua ki uta. Ka whai ia i te awa o Wainui. Tau ana ki Maraetaha, ka karakia ia kia kotiti ai te ara whai a Taikehu. I te taenga atu a Taikehu, ka pōraruru katoa ia, ka taka ā roto. Mōhio tonu ia kua riro atu tōna puhi. Ka oma whakauta ia ki te mātotorutanga o te wao nui a Tāne. Ka pikitia e ia he maunga i te puihi, ka poua e ia tōna hoe tapu ki te whenua, i te kaha mamae. Ko Te Hoe a Taikehu tēnā. Ka mahue ōna kōrero me ōna mahi i te Tairāwhiti. Nā ka hoki ia ki tōna tira o runga Tainui waka.
- 1.21 Ko Tōrerenuiārua ka kaukau i ngā au marino o te awa o Wainui. Kātahi ka hiki runga tāna titiro, ka kitea he tāne pūrotu e tū mai ana, ko Manaakiao tērā. Ka kite iho hoki a Manaakiao i a Tōrerenuiārua, raru ana te uri a Toi te Huatahi i tōna hiahia. I rite anō te aroha o Tōrerenuiārua mō te tangata mārohirohi e tū mai ana i ngā pari tahataha o te awa. Ka whoatu te mana o te rangatira ki runga i a Tōrerenuiārua. Ka whāngaihia a runga, ka whāngaihia a raro. Ka puta ko Tainui, nā Tainui ko Tairoa, nā Tairoa ko Taimanawapōhatu, nā Taimanawapōhatu, ko Tai. Ko Ngai Tai e tau nei. Ko ngā hapu kārangaranga e kōrero tonutia ana i tēnei wā, ko Ngā Pōtiki me Ririwhenua.
- 1.22 Ka huhua ngā uri, ā, nā te mōhio a Tōrerenuiārua ki tēnei āhua o te tokomaha me te āhua i pā ki ngā moutere, i tīmata rāua ko tōna hoa rangatira a Manaakiao ki te whakarite i tō rāua whenua. Āmua te haere. He koi, he mahi rangatira mō ngā uri whakatipu. Ka puta ko te rohe whaitua o Ngai Tai.

AGREEMENT IN PRINCIPLE

- 1.23 Ngā moemoeā ki tua, ngā ara ki nāianeī, ngā tapuwae ki mua. Āmua, āta haere.

Mandate and terms of negotiation

- 1.24 On 22 June 2023, Ngai Tai, by a voting process carried out by online voting, hardcopy voting, and voting via online Hui-a-iwi, refreshed the Ngaitai Iwi Authority's 2013 mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngai Tai.
- 1.25 On 30 August 2023, the Crown recognised this refreshed mandate.
- 1.26 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 1 September 2023.

Nature and scope of deed of settlement agreed

- 1.27 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.28 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

Approval and signing of this agreement in principle

- 1.29 The mandated body has –
- 1.29.1 approved this agreement in principle; and
 - 1.29.2 authorised the mandated negotiators to sign it on their behalf.

2 WHAKAAETANGA MATUA: AGREEMENT IN PRINCIPLE

2.1 Ngai Tai and the Crown agree –

- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, the parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and
- 2.1.3 the deed of settlement is to be signed by or on behalf of Ngai Tai, the governance entity, and the Crown.

3 WHAKATAUNGA: SETTLEMENT

Settlement of historical claims

- 3.1 The deed of settlement is to provide that, on and from the settlement date –
 - 3.1.1 the historical claims of Ngai Tai are settled; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Ngai Tai, are to be based on the definitions of those terms in Schedule 1.

Terms of settlement

- 3.3 The terms of the settlement provided in the deed of settlement are to be –
 - 3.3.1 those in Schedule 3; and
 - 3.3.2 any additional terms agreed by the parties.

Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
 - 3.5.1 redress contemplated by this agreement in principle only if any overlapping interests issues in relation to that redress have been addressed to the satisfaction of the Crown; and
 - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.

AGREEMENT IN PRINCIPLE

- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping interests, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Ngai Tai acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

Transfer or vesting of settlement properties

- 3.8 The settlement documentation is to provide that the vesting or transfer of –
- 3.8.1 a redress property or a purchased deferred selection property will be subject to –
- (a) any further identification and/or survey required; and
 - (b) part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation.
- 3.8.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
 - (b) requires to be created on or before the settlement date.
- 3.8.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either –
- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
 - (b) entered into by the Crown during the pre-purchase period; or
 - (c) required to be created under the settlement documentation on or before the settlement date for the property.

4 KŌRERO TUKU IHO: HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Ngai Tai and the Crown to be developed by the parties;
 - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles or caused prejudice to Ngai Tai; and
 - 4.1.3 a Crown apology for those breaches of te Tiriti o Waitangi/the Treaty of Waitangi/ and its principles.
- 4.2 Provisional Crown acknowledgements of its acts and omissions which have breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and/or caused prejudice to Ngai Tai are set out in Schedule 2 of this agreement in principle.
- 4.3 The Historical Account will be based on the following headings –
- 4.3.1 Te Rohe me ngā Hapu o Ngai Tai: The rohe and hapū of Ngai Tai;
 - 4.3.2 Te Tiriti o Waitangi: Te Tiriti o Waitangi/the Treaty of Waitangi;
 - 4.3.3 Ngā hononga tuatahi o Ngai Tai me te Karauna: Early engagement between Ngai Tai and the Crown;
 - 4.3.4 Ngā Pakanga o Aotearoa (1860-1872): New Zealand Wars 1860-1872;
 - 4.3.5 Raupatu;
 - 4.3.6 Ngā Ture Whenua: Native land laws;
 - 4.3.7 Ngā Hoko Whenua a te Karauna i muri i te tau 1865: Post 1865 Crown land purchasing;
 - 4.3.8 Te Whanaketanga Ōhanga: Economic development;
 - 4.3.9 Ngā Whakahaere Whenua o te Rautau Rua Tekau: Twentieth-century land administration;
 - 4.3.10 Ngā Mahi Tūmatanui a te Kāwanatanga: Public works;
 - 4.3.11 Ngā Ratonga Hōia: Military service;
 - 4.3.12 Te Taiao; and

4.3.13 Mana tangata

5 WHAKAHOKINGA WHENUA: RETURN OF WHENUA

- 5.1 The aspirations of Ngai Tai are future focussed. The two primary aspirations of Ngai Tai repeatedly expressed throughout negotiations was first, the return of all conservation whenua within their rohe into Ngai Tai ownership, and second, the return of land upon which the Kura is located. This agreement in principle records the redress which has been agreed between the parties in response to those aspirations.

CULTURAL REDRESS

General

- 5.2 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed –
- 5.2.1 the Crown confirming that any residual overlapping interests issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
- 5.2.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

School site

- 5.3 The deed of settlement is to provide that the settlement legislation will vest in the governance entity the property listed in Table One below agreed by the parties to be a cultural redress property.
- 5.4 If the parties agree a potential cultural redress property listed in Table One is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table One below.
- 5.5 Vesting and leaseback of Te Kura o Tōrere site (land only) will be subject to standard Ministry of Education policies and operational considerations. Vesting and leaseback of Te Kura o Tōrere site is for land only and is subject to an agreed registrable ground lease for the property, with ownership of the improvements remaining unaffected by the vesting. Operational considerations, such as shared school sites or some Board of Trustees house site issues, may mean Te Kura o Tōrere site (land only) can be available but would be subject to specific processes in the deed of settlement (or lease).
- 5.6 Availability of Te Kura o Tōrere site (land only) is subject to the lease being agreed one month prior to initialling of the deed of settlement.
- 5.7 Te Kura o Tōrere site (land only) will cease to be a cultural redress property if before the date the settlement legislation is enacted the Ministry of Education notifies the mandated body or the governance entity, as the case may be, that the site has become surplus to its requirements.

AGREEMENT IN PRINCIPLE

Table One - Potential cultural redress properties

Name of area	General description/location	Conditions of vesting/specific conditions currently known	Landholding Agency
Te Kura o Tōrere site (land only)	<i>Gisborne Land District – Opotiki District</i> 1.3503 hectares, more or less, being Section 1 Block II Waiaua Survey District. Part <i>Gazette</i> 1964 p 2343.	Subject to Crown leaseback. Subject to clause 5.5	Ministry of Education

* The legal description of the property in this table and any associated maps is indicative only and subject to confirmation by the Crown

Vesting of public conservation land

- 5.8 The deed of settlement is to provide that the settlement legislation will vest the fee simple estate of up to 9,000 hectares of public conservation land within the Ngai Tai area of interest in the governance entity. The selection of potential cultural redress properties listed in Table Two is to be agreed by the parties prior to initialling a deed of settlement.
- 5.9 The land will vest subject to the local purpose reserve status specified in clause 5.13, and on-going protection of recreational access and protection of existing third-party interests.
- 5.10 Table Two below lists the public conservation land from which the vesting sites may be selected.

Table Two – public conservation land within the Ngai Tai area of interest (excluding marginal strips) available for selection up to 9,000 hectares as potential cultural redress properties

Site # ¹	Name of area	Area (ha – approximate)
1	Part Kapuarangi Conservation Area	405
2	Part Meremere Hill Scenic Reserve	250
3	Part Raukūmara Conservation Park ²	12,874
4	Takaputahi Conservation Area	328
5	Takaputahi Conservation Area	369
6	Takaputahi/Whitikau Conservation Area	449
7	Te Atuahauta Scenic Reserve	264
8	Part Toatoa Scenic Reserve	1,930
9	Whitikau Conservation Area	4
10	Whitikau Conservation Area	401

¹ Refer Map 1 at Attachment 2.

² Of the 12,874 hectares of the Raukūmara Conservation Park within the area of interest, 2,168 hectares is land that formed Tōrere 63.

AGREEMENT IN PRINCIPLE

- 5.11 The sites listed in Table Two will be potential cultural redress properties and Ngai Tai acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

Management of marginal strips and reserves

- 5.12 Subject to the parties' agreement to the inclusion of individual sites, the deed of settlement is to provide that the settlement legislation provides for the governance entity to manage all public conservation land in the Ngai Tai area of interest that is not vested in the governance entity. This will comprise any remaining public conservation land from Table Two and the marginal strips listed in Table Three below.

- 5.12.1 The marginal strips will be managed by the governance entity in accordance with the Conservation Act 1987.

- 5.12.2 The remaining land will be managed by the governance entity, as the administering body, in accordance with the Reserves Act 1977, subject to the local purpose reserve status specified in clause 5.13.

Table Three – marginal strips within the Ngai Tai area of interest

Site # ³	Name of area	Area (ha – approximate)
11	Part Marginal Strip – Motu River	64
12	Ngaupokotangata Stream Marginal Strip	21
13	Petipeti Stream Marginal Strip	10
14	Part Takaputahi River Marginal Strip	32
15	Waitukuaruhe Stream Marginal Strip	9
16	Part Whitikau Stream Marginal Strip	31

Reclassification of public conservation land excluding marginal strips

- 5.13 The deed of settlement is to provide that the settlement legislation will reclassify the public conservation land (excluding marginal strips) vesting in Ngai Tai or which the governance entity is appointed to control and manage, as a local purpose (He Pito Whanake) reserve.
- 5.14 The local purpose reserve classification will be supported by a detailed purpose statement providing that the land must be managed to –
- 5.14.1 recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua;
- 5.14.2 protect and maintain the ecological values of the reserve; and
- 5.14.3 subject to clauses 5.14.1 and 5.14.2, facilitate recreational access to the extent that is practicable to do so.

³ Refer Map 1 at Attachment 2.

AGREEMENT IN PRINCIPLE

- 5.15 As the administering body, the governance entity will be required to prepare a draft reserve management plan, within five years of settlement date, for approval by the Minister of Conservation. The reserve management plan should outline objectives and policies to guide management priorities, consistent with the purpose for which the land is held.
- 5.16 Before the Minister of Conservation (or delegate) exercises the power, under section 23(4) of the Reserves Act 1977, to prohibit access (in part or whole) to the conservation land subject to clause 5.13, the Minister of Conservation (or delegate) will consult with and seek the views of the governance entity as the administering body.

Cultural redress non-exclusive

- 5.17 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

COMMERCIAL REDRESS RELATING TO WHENUA

Right of deferred selection

- 5.18 Up to 3,000 hectares of public conservation land in the Ngai Tai area of interest listed in Table Two which the governance entity has been appointed to control and manage in accordance with clause 5.12.2, will be potential deferred selection properties.
- 5.19 The deed of settlement is to provide the governance entity may, within five years after the settlement date, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in 5.18 above as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.
- 5.20 A purchased deferred selection property will transfer subject to local purpose (He Pito Whanake) reserve classification and may be subject to other specific encumbrances or conditions to be agreed following the agreement in principle.
- 5.21 The parties acknowledge that the intent of the redress offered at 5.18 and 5.19 is that the right of deferred selection for all the properties which Ngai Tai may wish to select from those available for selection can only be exercised once in the five year period. The parties will use best endeavours to reduce the valuation costs for both parties.

Right of first refusal

- 5.22 The settlement documentation is to provide that –
- 5.22.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown of any land within the area of interest that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and

AGREEMENT IN PRINCIPLE

- 5.22.2 the right of first refusal will apply for a period equal to the number of years from the signing of te Tiriti o Waitangi/the Treaty of Waitangi on 6 February 1840 to the initialling of the deed of settlement.

6 PURETUMU PŪTEA ME TE WHAKAHOKINGA ROHE MOANA: FINANCIAL AND ROHE MOANA

General

- 6.1 All items of financial and commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed –
- 6.1.1 the Crown confirming that any residual overlapping interests issues in relation to any item of financial and commercial redress have been addressed to the satisfaction of the Crown; and
 - 6.1.2 any other conditions specified in the financial and commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

FINANCIAL AND COMMERCIAL REDRESS AMOUNT

Financial and commercial redress amount

- 6.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$12 million. This financial and commercial redress amount is inclusive of an amount of \$1 million as a contribution to costs associated with resource consent processes for aquaculture development.

COMMERCIAL AQUACULTURE REDRESS

Marine space for aquaculture

- 6.3 For Ngai Tai, their rohe moana is a significant part of their identity and aquaculture development therefore plays a key role in providing for the future success of their iwi members.
- 6.4 Subject to the resolution of any applications made under the Marine and Coastal Area (Takutai Moana) Act 2011, the Crown offers to reserve up to 5000 hectares of marine space within the Ngai Tai marine area of interest to provide Ngai Tai the opportunity to make appropriate resource consent applications for aquaculture.
- 6.5 The reserved space will be for a period of 35 years, for a defined area and will take effect through the legislation that will give effect to the settlement.
- 6.6 Regardless of whether Ngai Tai has applied for or obtained any resource consents for all or part of the reserved marine space, at the end of the agreed period the reservation of the reserved marine space will lapse, with no recourse to the Crown.
- 6.7 The deed of settlement is to provide the governance entity \$1 million to be used for costs associated with resource consent processes for aquaculture development.

7 NGĀ TUKANGA WHAKAAPAPA MŌ NGĀ RAWA: OVERLAPPING INTERESTS PROCESS

Process for resolving overlapping interests

- 7.1 The development of this agreement in principle has been informed by the overlapping interests process set out in Table 1 in Attachment 1 which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.26.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping interests process and it must act in accordance with its Treaty obligations. The following Treaty principles underpin the Crown's approach to addressing overlapping interests –
- 7.2.1 *Partnership*: Māori and the Crown have a duty to act reasonably and in good faith towards the other. This requires early and open engagement with all groups that have interests and associations in the settling group's area of interest (including those who have already settled with the Crown (the **settled groups**) and those groups yet to settle (either in negotiations or yet to enter negotiations));
- 7.2.2 *Protection*: the Crown seeks to ensure it actively protects the interests of all groups, including overlapping groups and the settling group. The Crown seeks to actively preserve and promote amicable relations with and between groups and Ngai Tai;
- 7.2.3 *Redress*: In making decisions about redress, the Crown needs to understand how its actions might affect the interests of the settling group and the interests of overlapping groups. In doing so, the Crown must be conscious of the need to avoid the creation of fresh injustice and the need to maintain capacity to provide appropriate redress in future negotiations.
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping groups to resolve any remaining overlapping interest matters.
- 7.4 The process for resolving remaining overlapping interest matters post-signing of the agreement in principle is set out in Table 1 in Attachment 1.
- 7.5 The Crown will seek to give effect to any agreement reached between Ngai Tai and overlapping groups about redress, subject to –
- 7.5.1 consideration of Treaty settlement policy; and
- 7.5.2 the Crown making the final decision about what redress to offer to the settling group to settle their historical claims.
- 7.6 If after parties working together, the overlapping interest matters remain unresolved, the Crown may, as a last resort, have to make a decision about whether to confirm or amend the offer of the redress for inclusion in the deed of settlement. In reaching any decisions on overlapping interests, the Crown is guided by the Treaty principles (summarised above), the Crown settlement principles and guidelines and the 2021 overlapping

AGREEMENT IN PRINCIPLE

interests policy statement which are available on the Te Tari Whakatau website at <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/the-red-book>.

- 7.7 Separate to the Crown's process, Ngai Tai are undertaking their own engagement with overlapping groups.
- 7.8 Any proposed redress is subject to the resolution of overlapping interests to the satisfaction of the Crown.

8 HUAMONI ME NGĀ TĀKE: INTEREST AND TAX

Interest

- 8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clauses 6.2 and 6.7 –
- 8.1.1 for the period –
- (a) beginning on the date of this agreement in principle; and
 - (b) ending on the day before the settlement date; and
 - (c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 8.2 The interest is to be –
- 8.2.1 subject to any tax payable; and
- 8.2.2 payable after withholding any tax required by legislation to be withheld.

Tax

- 8.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.
- 8.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –
- 8.4.1 an input credit for GST purposes; or
- 8.4.2 a deduction for income tax purposes.

9 TE HUARAHĪ A MURI NEI: NEXT STEPS

Disclosure information

- 9.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngai Tai disclosure information in relation to each potential cultural redress property.

Resolution of final matters

- 9.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

9.2.1 the terms of the –

- (a) historical account; and
- (b) Crown's acknowledgements and apology; and

9.2.2 the cultural redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and

9.2.3 the terms of a registrable ground lease for any leaseback property; and

9.2.4 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation) –

- (a) the redress described in clauses 5.3 to 5.17; and
- (b) the right to purchase a deferred selection property, including the process for determining its market value; and
- (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
- (d) the tax indemnity; and

9.2.5 the settlement legislation; and

9.2.6 all other necessary matters.

Development of governance entity and ratification process

- 9.3 Ngai Tai will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and

AGREEMENT IN PRINCIPLE

- 9.3.2 develop a ratification process referred to in clause 10.1.2(b) that is agreed with the Crown.

10 NGĀ TIKANGA: CONDITIONS

Entry into deed of settlement conditional

10.1 The Crown's entry into the deed of settlement is subject to –

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Ngai Tai has –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngai Tai, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability; and

(b) approved, by a ratification process agreed with the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on behalf of Ngai Tai.

Settlement legislation

10.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.

10.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

10.4 The draft settlement bill must –

10.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

10.4.2 be in a form that is satisfactory to Ngai Tai and the Crown.

AGREEMENT IN PRINCIPLE

- 10.5 The deed of settlement is to provide that Ngai Tai and the governance entity must support the passage of the draft settlement bill through Parliament.

Settlement conditional on settlement legislation

- 10.6 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force, although some provisions may be binding on and from the date the deed of settlement is signed.

11 ĀHUATANGA WHĀNUI: GENERAL

Nature of this agreement in principle

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 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; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

Termination of this agreement in principle

11.2 The Crown or the mandated negotiators, on behalf of Ngai Tai, may terminate this agreement in principle by notice to the other.

11.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.

11.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

11.5 In this agreement in principle –

11.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

11.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

11.7.1 the schedules to this agreement in principle are referred to as paragraphs; and

AGREEMENT IN PRINCIPLE

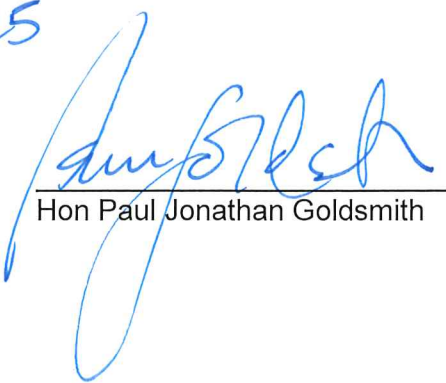
11.7.2 other parts of this agreement are referred to as clauses.

AGREEMENT IN PRINCIPLE

SIGNED on 2nd day of Dec 20 25

SIGNED for and on behalf of THE CROWN by -

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


Hon Paul Jonathan Goldsmith

WITNESS



Name: TAMA WILLIAM POTAKA

Occupation: Minister of the Crown

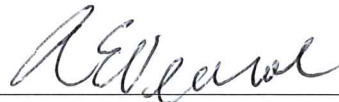
Address: 1 Malesworth St, Te Upoko o te Ika

SIGNED on 2 day of Dec 20 25

SIGNED for and on behalf of Ngaitai Iwi Authority:



Lucy Steel, Lead negotiator,
Ngaitai Iwi Authority



Anaru Vercoe, Chairperson,
Ngaitai Iwi Authority

AGREEMENT IN PRINCIPLE



Selwyn Hayes, Negotiator,
Ngaitai Iwi Authority



Te Waerengaahika Maxwell, Negotiator,
Ngaitai Iwi Authority

in the presence of –

WITNESS



Name: Dana Kirkpatrick.

Occupation: Member of Parliament

Address: Parliament Buildings, Wellington.

AGREEMENT IN PRINCIPLE

NGAI TAI RANGATAHI NEGOTIATORS

Cheyenne Burton


Hoana Ahlers

NGAITAI IWI AUTHORITY TRUSTEES


Anaru Vercoe, Chair
Kiri Maxwell, Deputy Chair

Kaareen Hotereni, Secretary


Carlene Davis, Treasurer

Lisa Kelly



Chelsea Grootveld


Peter van Kampen

MEMBERS OF NGAI TAI AND OTHER WITNESSES

Hotuni
Osonia
+ Tesuranga Davis
H. van Kaperen.

Kerr.
Denis Kerr.

Winston Kerr
Winston Kerr

Kupa
Tomaipata Kupa
Arapeta Mio
~~Joe Kupa~~

Tane Rewhakaha
Judy Chesley
Ann Rewhakaha
Steve Mio
earr

W. Orel
M. Mio
Rene Mio #

Rudy
R. van Kaperen
Anthony Davis
Aurova Davis
P. Baywell
~~M. Baywell~~
R. Rawling Mariner

Arlia Maxwell
Manakoro Steel-Steel
Nina Van Kaperen Marsich



H I W
- manuhiri
Strickett van Kaperen

Lithanai
Nancy Rewi
Melissa Steffensen
Michelle Garland

Kenneth
Courtney Papuni
Waimania Papuni - W

AGREEMENT IN PRINCIPLE

MEMBERS OF NGAI TAI AND OTHER WITNESSES

Stella Taku Na Taku 
Nigel Robson 

Rona Chapman 

Violeta Gilabert 

Ben Roth 

Keane Woodman 
Julia Marsh 

AGREEMENT IN PRINCIPLE

MEMBERS OF NGAI TAI AND OTHER WITNESSES

AGREEMENT IN PRINCIPLE

MEMBERS OF NGAI TAI AND OTHER WITNESSES

AGREEMENT IN PRINCIPLE

MEMBERS OF NGAI TAI AND OTHER WITNESSES

SCHEDULES

1 NGĀ WHAKAMĀRAMA: DEFINITIONS

Historical claims

- 1.1 The parties acknowledge that further work will be undertaken following the signing of this agreement in principle to confirm the claimant definition provided in paragraphs 1.2-1.7.3 for inclusion in the Deed of Settlement.
- 1.2 The deed of settlement will provide that **historical claims** –
- 1.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
- (a) is, or is founded on, a right arising –
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
- 1.2.2 includes every claim to the Waitangi Tribunal to which paragraph 1.2.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:
- (a) Wai 78 – Tōrere Claim:
 - (b) Wai 2307 – Tōrere 21 Block (Lines) Claim;
 - (c) Wai 2553 – Tōrere Whānau (Piner) Claim; and
- 1.2.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.2.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:
- (a) Wai 1788 – State Highway 35 Land Claim; and

AGREEMENT IN PRINCIPLE

- (b) Wai 2427 – Runanga Nui o Ngai Tai Whānau Whanui Mai Waihihi Mai Waihaha Claim.

1.3 However, **historical claims** does not include the following claims –

- 1.3.1 a claim that a member of Ngai Tai, or a whānau, hapū, or group referred to in paragraph 1.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.6.1;
- 1.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.3.1.

1.4 To avoid doubt, the settlement of the historical claims of Ngai Tai will not affect applications by iwi, hapū, or whānau of Ngai Tai for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

1.5 The deed of settlement will, to avoid doubt, provide paragraph 1.2.1 is not limited by paragraphs 1.2.2 or 1.2.3.

Ngai Tai

1.6 The deed of settlement will provide **Ngai Tai** means –

- 1.6.1 the collective group composed of individuals who descend from Ngai Tai tūpuna; and
- 1.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.6.1.
- 1.6.3 every individual referred to in paragraph 1.6.1.

1.7 The deed of settlement will provide, for the purposes of paragraph 1.6.1 –

- 1.7.1 a person is **descended** from another person if the first person is descended from the other by -
- (a) birth;
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and
- 1.7.2 A **Ngai Tai ancestor** means an individual who:
- (a) exercised customary rights by virtue of being descended from:
 - (i) Manaakiao; and

AGREEMENT IN PRINCIPLE

(ii) Tōrerenuiarua;

(b) exercised the customary rights in paragraph 1.7.2(a) predominantly in relation to the Area of Interest after 6 February 1840.

1.7.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land; and

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

Other definitions

1.8 In this agreement in principle –

area of interest means the area identified as the area of interest in the attachment; and

business day means a day that is not –

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day or Labour Day; or

(c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or

(d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Auckland; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown leaseback, in relation to a leaseback cultural redress property means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 5.3; and

Crown redress –

(a) means redress –

(i) provided by the Crown to the governance entity; or

AGREEMENT IN PRINCIPLE

- (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation –
 - (i) to acquire a deferred selection property; or
 - (ii) of first refusal in relation to RFR land; but
- (c) does not include –
 - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land; or
 - (iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

cultural redress means the redress to be provided under the settlement documentation referred to in clauses 5.2-5.17; and

cultural redress property means each property described as a cultural redress property in the deed of settlement; and

deed of settlement means the deed of settlement to be developed under clause 2.1.2; and

deferred selection property means each property described as a deferred selection property in the deed of settlement; and

disclosure information means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

financial and commercial redress means the redress to be provided under the settlement documentation referred to in clauses 5.18-5.22 and part 6; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 6.2; and

AGREEMENT IN PRINCIPLE

governance entity means the governance entity to be formed by the settling group under clause 9.3.1; and

leaseback cultural redress property means Te Kura o Tōrere site (land only) described in Table One if that property is identified in the deed of settlement as a cultural redress property; and

leaseback property means each leaseback cultural redress property; and

mandated negotiators means –

(a) the following individuals:

(i) Lucy Steel, Tōrere, Ngaitai Iwi Authority negotiator:

(ii) Anaru Vercoe, Whakatāne, Ngaitai Iwi Authority negotiator:

(iii) Selwyn Hayes, Rotorua, Ngaitai Iwi Authority negotiator:

(iv) Te Waerengaahika Maxwell, Wellington, Ngaitai Iwi Authority negotiator; or

(b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

mandated body means the Ngaitai Iwi Authority; and

party means each of the settling group and the Crown; and

potential cultural redress property means each property described as a potential cultural redress property in Table One and Table Two; and

potential deferred selection property means each property described as a potential deferred selection property in clause 5.18; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

redress means the following to be provided under the settlement documentation –

(a) the Crown's acknowledgment and apology referred to in clause 4.1; and

(b) the financial and commercial redress; and

(c) the cultural redress; and

redress property means each cultural redress property; and

representative entity means a person or persons acting for or on behalf of the settling group; and

AGREEMENT IN PRINCIPLE

resumptive memorial means a memorial entered on a record of title under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 568 of the Education and Training Act 2020; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 5.22; and

RFR land means the land referred to as RFR land in the deed of settlement; and

school site, means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

settlement means the settlement of the historical claims under the settlement documentation; and

settlement date means the date that will be defined in the deed of settlement and settlement legislation; and

settlement document means a document to be entered into by the Crown to give effect to the deed of settlement; and

settlement documentation means the deed of settlement and the settlement legislation; and

settlement legislation means the legislation giving effect to the deed of settlement; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 8.3 and 8.4; and

te Tiriti o Waitangi/the Treaty of Waitangi means the Treaty of Waitangi as set out in Schedule 1 to the Treaty of Waitangi Act 1975.

2 WHAKAAETANGA TĀREWA A TE KARAUNU: PROVISIONAL CROWN ACKNOWLEDGEMENTS

1866 Bay of Plenty Confiscation

2.1 The Crown acknowledges that:

- (a) in January 1866 it unfairly treated Ngai Tai as having been in rebellion by including most of their rohe in the eastern Bay of Plenty confiscation district it proclaimed to punish Māori for fighting against the Crown in 1865. It did so despite:
 - i. the Governor proclaiming in September 1865 that the Crown would not confiscate further land except possibly from those involved in specific crimes in which Ngai Tai played no part; and
 - ii. the only involvement of Ngai Tai in the fighting from 1865 having been some military service on behalf of the Crown;
- (b) the confiscation extinguished Ngai Tai customary interests in lands at Waiaua, Waiohoata, Hakuranui and Awaawakino which remained in the confiscation district even after the Crown excluded much of the Ngai Tai rohe from that district;
- (c) the Compensation Court was supposed to hear claims for compensation by Māori affected by the confiscation who had not been in “rebellion”, but the Crown threatened to punish Ngai Tai for exercising their legal right to pursue claims in the Compensation Court to have land at Waiaua returned to them;
- (d) the lands at Waiaua, Waiohoata, Hakuranui and Awaawakino remained in the confiscation district despite Ngai Tai providing military service at various locations from 1865, Wiremu Kingi being commissioned a Crown officer, and at least one Ngai Tai soldier being killed;
- (e) the Crown never returned any land at Waiaua to Ngai Tai;
- (f) the Crown returned land at Awaawakino, and at Waiohoata and Hakuranui, to individual members of Ngai Tai, but did not keep accurate records of proceedings in relation to the confiscation and Ngai Tai individuals did not receive legally valid titles for this land until the twentieth century; and
- (g) the confiscation of Ngai Tai land was indiscriminate and the Crown’s failure to return lands at Waiaua to Ngai Tai and the extinguishment of Ngai Tai customary interests in Awaawakino, and in Waiohoata and Hakuranui, was unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Native Land Laws

2.2 The Crown acknowledges that:

- (a) it did not consult Ngai Tai before promoting the enactment of native land laws in the 1860s;

AGREEMENT IN PRINCIPLE

- (b) the individualisation of title introduced by these laws was inconsistent with Ngai Tai tikanga;
- (c) Ngai Tai had no choice but to participate in the Native Land Court system to protect their land against claims from others and to integrate their land into the modern economy;
- (d) the Native Land Court title determination process could be protracted, complex and costly. The significant costs at times contributed to the loss of land. For example, Ngai Tai transferred the Tōrere 63 block of more than 5,000 acres to the Crown to meet survey costs charged against their lands through Court processes;
- (e) one of the long-term objectives of the native land laws was to promote the detribalisation of Ngai Tai and their assimilation into European culture; and
- (f) the operation and impact of the native land laws made Ngai Tai lands more susceptible to partition, fragmentation, and alienation; and contributed to the erosion of Ngai Tai tribal structures which were based on the collective ownership of land. The Crown failed to take reasonable steps to actively protect Ngai Tai tribal structures, which caused prejudice to Ngai Tai and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Military Pensions Act 1866 and 1908

2.3 The Crown acknowledges that:

- (a) between 1866 and 1909, it applied the Military Pensions Act 1866 and the Military Pensions Act 1908 to the payment of pensions to Māori servicemen and their whānau;
- (b) those Acts discriminated against Māori by generally providing lower scales of pensions for Māori in comparison to non-Māori for those who had been injured, killed or died of illness whilst in military service for the Crown;
- (c) any members of Ngai Tai who were in military service for the Crown during the period to which these Acts applied who were injured, killed or died of illness would, therefore, also have been subject to the discriminatory aspects of those Acts;
- (d) at least one whānau of a Ngai Tai serviceman who was killed in action would have been eligible for a military pension under the Military Pensions Act 1866 and would have been prejudiced by the application of the Act; and
- (e) therefore, the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

New Zealand War Medal

2.4 The Crown acknowledges that:

- (a) a prerequisite for the granting of military pensions under the Military Pensions Act 1912 and the Pensions Act 1913 was the issuing of a New Zealand War Medal to elderly veterans who had risked their lives under fire in the service of the Crown during the New Zealand Wars;

AGREEMENT IN PRINCIPLE

- (b) the Department of Defence from January 1913 until 1916 informed some Māori New Zealand War Medal applicants that it was necessary to have their service under fire during Crown military operations verified by European officers or comrades, including during the period from November 1913 to 1916 when the Department directed all Māori New Zealand War Medal applicants, including Ngai Tai, to do so; and
- (c) these directions were discriminatory, and caused prejudice to at least two Ngai Tai veterans, and thereby the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Te Reo Māori and Education

2.5 The Crown acknowledges the importance of education to Ngai Tai and that:

- (a) for a number of decades, the state school system had lower expectations for the academic achievements of Māori children, including Ngai Tai children;
- (b) in the late nineteenth and early twentieth centuries, an objective of the education system was the assimilation of Māori students into European culture; and
- (c) Ngai Tai experiences in the education system contributed to the erosion of cultural identity and understanding of tikanga and mātauranga for some Ngai Tai members, and these experiences contributed to the poorer socio-economic circumstances that many Ngai Tai have endured.

2.6 The Crown further acknowledges that:

- (a) in some cases, Ngai Tai children were punished, including through the infliction of corporal punishment, for speaking te reo Māori at school;
- (b) this was part of the Crown's failure to actively protect te reo Māori and promote its use by Māori including Ngai Tai;
- (c) this failure contributed to a decline in te reo Māori use amongst Ngai Tai and adversely affected the maintenance and development of Ngai Tai language, culture and tikanga; and
- (d) this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3 NGĀ TIKANGA O TE WHAKATAUNGA: TERMS OF SETTLEMENT

Rights unaffected

- 3.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

Acknowledgments

- 3.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- (a) the other party has acted honourably and reasonably in relation to the settlement; but
 - (b) full compensation of the settling group is not possible; and
 - (c) the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and
 - (d) the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 3.3 The settling group is to acknowledge in the deed of settlement that –
- (a) taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
 - (b) the redress –
 - (a) is intended to benefit the settling group collectively; but
 - (b) may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 3.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- (a) settle the historical claims; and
 - (b) exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - (c) provide that certain enactments do not apply –
 - (a) to a redress property, a purchased deferred selection property, or any RFR land; or

AGREEMENT IN PRINCIPLE

- (b) for the benefit of the settling group or a representative entity; and
- (d) require any resumptive memorials to be removed from records of title for, a redress property, a purchased deferred selection property or any RFR land; and
- (e) provide that the maximum duration of a trust under the Trust Act 2019 does not apply and that the trust will continue indefinitely –
 - (a) where relevant, to any entity that is a common law trust; and
 - (b) to any settlement documentation; and
- (f) require the Tumu Whakarae - Chief Executive of the Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau to make copies of the deed of settlement publicly available.

3.5 The deed of settlement is to provide –

- (a) the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
- (b) the Crown may: –
 - (a) cease any land bank arrangement in relation to the settling group, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
 - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

ATTACHMENTS

1 CROWN AND NGAI TAI PROCESS FOR RESOLVING OVERLAPPING INTERESTS

The following groups have been identified as having interests in the Ngai Tai area of interest:

- Whakatōhea;
- Te Whānau a Apanui;
- Te Whānau a Kai;
- Te Aitanga ā Māhaki; and
- Ngā Ariki Kaiputahi and Ngā Uri o Tamanui.

Table 1 - Process for resolving overlapping interests within Ngai Tai area of interest

Process Timeframe	Activities	Timeframe
Initial contact	Ngai Tai contacted overlapping groups about the negotiations and process of engagement on interests.	2024-2025
	Crown letters to overlapping groups. The letters outlined: <ul style="list-style-type: none"> ○ Negotiation status ○ Crown understanding of the Ngai Tai area of interest ○ Engagement process ○ Request for information on overlapping groups interests ○ Crown contact details 	13 August 2025
During negotiations towards Crown offer	Crown and Ngai Tai discussed engagement with, and interests of, overlapping groups.	2024-2025
	Crown and Ngai Tai met with groups (jointly and separately), and discussed: <ul style="list-style-type: none"> ○ settlement timeframes ○ the overlapping interests process ○ Ngai Tai area of interest and the nature of interests within it ○ specific redress aspirations of Ngai Tai and potential redress mechanisms ○ possible shared redress options ○ interests of overlapping groups requiring protection through process of negotiations <p>Crown and Ngai Tai met with Whakatōhea and Te Whānau a Apanui to discuss aquaculture.</p>	December 2024 – March 2025

Process Timeframe	Activities	Timeframe
	Letters of support from Whakatōhea and Te Whānau a Apanui: <ul style="list-style-type: none"> confirmed support for aquaculture redress aspirations of Ngai Tai 	March 2025
Crown Offer	Crown offer made subject to resolution of overlapping interests	
After Crown offer accepted – consultation with overlapping groups on proposed redress	Crown wrote to overlapping groups. The letters outlined: <ul style="list-style-type: none"> Crown offer made to Ngai Tai and accepted Summary of redress relevant to overlapping groups Crown policy on overlapping interests Key timeframes, including timeframe for response from overlapping group Next steps and further opportunities for engagement Crown contact details 	22 October 2025
	Overlapping groups wrote to Crown and Ngai Tai confirming support for proposed redress or noting no issues with proposal.	November 2025
	Crown considered customary interests and feedback on settling group's redress aspirations.	
	Overlapping interests report to the Minister for Treaty of Waitangi Negotiations.	
Sign agreement in principle	Signing ceremony scheduled for 7 December 2025. Agreement in Principle uploaded to the Te Tari Whakatau website on the next day.	December 2025
Following signing of agreement in principle: consult on settlement package for deed of settlement	Crown to write to groups with overlapping interests. Content to include: <ul style="list-style-type: none"> Advise that agreement in principle has been signed Redress in the agreement in principle in which affected groups may have an interest Crown policy on overlapping interests' resolution Key timeframes Proposed engagement towards deed of settlement (including offer to meet or facilitate meetings between Ngai Tai and neighbouring groups) Crown contact details and where to send submissions Resolve issues (in any). Indication of support from affected groups. Report to Minister for Treaty of Waitangi Negotiations on engagement with neighbouring groups.	

2 MAPS

