

NGĀTI RĀRUA

and

NGĀTI RĀRUA SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

13 April 2013

PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Rārua and breached the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Ngāti Rārua;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Ngāti Rārua Settlement Trust, which has been approved by Ngāti Rārua as the governance entity to receive the redress;
- includes definitions of:
 - the historical claims; and
 - Ngāti Rārua;
- 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

NGĀTI RĀRUA

and

NGĀTI RĀRUA SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

- 1.1 Ngāti Rārua gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in December 2005.
- 1.2 The Crown recognised the mandate on 3 October 2006.
- 1.3 The mandated negotiators and the Crown:
 - 1.3.1 by terms of negotiation dated 27 November 2007, agreed the scope, objectives, and general procedures for the negotiations; and
 - 1.3.2 by letter of agreement with Tainui Taranaki ki te Tonga Limited dated 11 February 2009, signed by Barry Matthew Mason and Lee Russell Luke on behalf of Ngāti Rārua, agreed, in principle, that Ngāti Rārua and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
 - 1.3.3 since the letter of agreement, have:
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.
- 1.4 The negotiation of this deed of settlement has formed part of a wider process of settling the historical claims of iwi with interests in Te Tau Ihu. This regional context is reflected in various aspects of this deed of settlement (including the redress that is joint redress with other iwi with interests in Te Tau Ihu).

RATIFICATION AND APPROVALS

- 1.5 Ngāti Rārua have, since the initialling of the deed of settlement, by a majority of:
 - 1.5.1 99%, ratified this deed;
 - 1.5.2 97%, approved its signing on their behalf by Barry Matthew Mason; and
 - 1.5.3 99%, approved the trustees of the Ngāti Rārua Settlement Trust to receive, hold and manage the redress.
- 1.6 Each majority referred to in clause 1.5 is of valid votes cast in a ballot by eligible members of Ngāti Rārua.
- 1.7 The Ngāti Rārua Settlement trustees approved entering into, and complying with, this deed by resolution dated 11 April 2013.

1: BACKGROUND

- 1.8 The Crown is satisfied:
- 1.8.1 with the ratification and approvals of Ngāti Rārua referred to in clauses 1.5.1 to 1.5.3; and
 - 1.8.2 with the Ngāti Rārua Settlement trustees' approval referred to in clause 1.7; and
 - 1.8.3 that the Ngāti Rārua Settlement trustees are appropriate to receive the redress.
- 1.9 The ratification process referred to in clauses 1.5 to 1.8 as it relates to the draft settlement bill, covers only:
- 1.9.1 those parts of the draft settlement bill that relate specifically to Ngāti Rārua; and
 - 1.9.2 those general parts of the draft settlement bill that apply to Ngāti Rārua.

AGREEMENT

- 1.10 Therefore, the parties:
- 1.10.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed settling the historical claims; and
 - 1.10.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

TE AO MAURU

Te ao mauru e tauhere mai ra	<i>The suspending soothing clouds</i>
Na runga ana mai te hiwi kei te Tawake	<i>From above the hill at Tawake</i>
Katahi te aroha ka makuru i ahau	<i>Abounding just now the love from me</i>
Ki te tau ra, e, i rangia i te itinga	<i>To the beloved I wed when young</i>
Pirangi noa ake kimi moutere	<i>Wanting am I, to seek an island</i>
Kia utaina au te ihu o te Rewarewa	<i>That I may raise the bow of Rewarewa</i>
Te waka o Patutahi, hei whiu ki tawhiti	<i>The canoe of Patutahi, to fling afar</i>
Kia koparetia te rerenga i raukawa	<i>Let the eyes be shaded sailing over Raukawa</i>
Kia huna iho, kei kitea e Ngawhatu	<i>Lest Ngawhatu (Brother Island) be seen</i>
Kia hipa ki muri ra, ka titiro kau atu	<i>That we may pass, and look at them</i>
Kia noho taku iti, te koko ki te Kararupe	<i>That my smallness may sit, the bay of</i>
Nga mahi a kupe, i topetopea iho	<i>Kararupe, the traversings of Kupe,</i>
Kei whea te tane i aroha ai te itinga	<i>Where my husband I loved in my youth</i>
Mo nga riri ka rukea ki ahau	<i>For the anger pouring forth within me</i>
Waiho i roto nei, ka nui te ngākau	<i>Let it remain in me intense in the affection</i>

- 2.1 The Crown's acknowledgements and apology to Ngāti Rārua in part 3 are based on this historical account.

NGĀTI RĀRUA IN TE TAU IHU

- 2.2 Ngāti Rārua originate from the western coast of the King Country region and descend from those tupuna who travelled to Aotearoa aboard the Tainui Waka. Their origins can be traced back to the eponymous ancestor Raruaioio. Ngāti Rārua descends from Raruaioio's marriage to Tupahau and their offspring. The name of Rārua was further entrenched with the marriage of their son Karewa to Raruatere. The children of this marriage came to call themselves Ngāti Rārua.
- 2.3 Ngāti Rārua established a rohe in the Kāwhia region from the Awakino River in the south along the coast to Pūraho in the north and inland to the Hereangi Range. Ngāti Rārua established close links to neighbouring coastal Tainui and Taranaki iwi through intermarriage.
- 2.4 During the early nineteenth century Ngāti Rārua and other Kāwhia iwi came under increasing pressure from neighbouring iwi and by 1820 were in danger of conquest if they remained in their homelands. Around 1821-1822 Ngāti Rārua participated in *Te Heke Mai Raro (the migration from the north)* a great southward migration of Kāwhia and Taranaki iwi to the Kapiti coast district.

NGĀTI RĀRUA DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.5 In 1824-25, after the Kāwhia and Taranaki iwi had repulsed an attack against them on Kapiti Island at the battle of Whakapaeti, a new heke came down from Taranaki. This included Ngāti Rārua under their chiefs, Te Keepa Te Iti, Pukekohatu, Takerei te Whareairu, Niho te Hamu and Te Aupouri.
- 2.6 From Kapiti, Ngāti Rārua came to Te Tau Ihu o te Waka a Maui (the Northern South Island). Ngāti Rārua were among the leaders of a series of taua that invaded Te Tau Ihu between 1827 and 1832 and were involved in the resulting victorious battles against the resident Kurahaupō peoples. These events were soon followed up by Ngāti Rārua heke of occupation. A significant migration of Ngāti Rārua to Te Tau Ihu occurred in 1834 after the battle of Haowhenua near Otaki on the Kapiti coast. Through this process of settlement Ngāti Rārua established themselves as tangata whenua in Te Tau Ihu.
- 2.7 Ngāti Rārua established pā and kainga at numerous locations across Te Tau Ihu. In many of these areas Ngāti Rārua customary rights overlapped and intersected with those of other iwi. Ngāti Rārua held and managed their lands and resources in accordance with tikanga.
- 2.8 At Te Tai Tapu/West Whanganui on the northern west coast, the Ngāti Rārua chiefs, Niho te Hamu and Takerei established pā soon after they invaded Te Tau Ihu. From here they turned their attention to the West Coast. After initial conflict with the resident iwi of Ngai Tahu, Niho established two pā, one at Taramakau, south of Mawhera, and the other at Hokitika. For a period of time Ngāti Rārua lived together with Ngai Tahu and offered protection to them and their rangatira when a Taranaki iwi threatened conflict. After Niho returned northwards in 1838-39, Ngāti Rārua continued to exercise rights of occupation and resource collection along the Tai Poutini coast.
- 2.9 In Mohua (Golden Bay) Ngāti Rārua had pā and cultivations in the Takaka, Motupipi and Separation Point districts. Te Iti of Ngāti Rārua occupied a pā at Taupō and Te Aupouri was the chief of a community of Ngāti Rārua at Takaka.
- 2.10 The lands at Motueka, Riwaka and Marahau (Sandy Bay) became a significant area of occupation for Ngāti Rārua under their rangatira, Ngapiko, Te Iti, Te Panakenake, and Te Poa Karoro. These districts were rich in resources, including fish, birds and plant life. The Ngāti Rārua rangatira, Ngapiko had a pā named Hui-te-rangiora at Riwaka. Another pā, Whakapaetuarā, was established near the Motueka River mouth. In 1842 this pā had a population of about 100 persons.
- 2.11 Further south the Waimea district was important to Ngāti Rārua as an area for birding and the collection of flax. Ngāti Rārua used the Whakatū district seasonally as a fishing station.
- 2.12 Some Ngāti Rārua settled in the Wairau during the first stages of occupation following the invasion of Te Tau Ihu in the 1820s. Ngāti Rārua shared the occupation of the Wairau with another Kāwhia iwi. The Ngāti Rārua rangatira Tana Pukekohatu, who had for a time settled in Motueka, led a group of Ngāti Rārua back to settle permanently in Wairau. By 1840 Ngāti Rārua were resident throughout the Wairau district and in Port Underwood.
- 2.13 Ngāti Rārua utilised the long established network of trails that connected these communities from Wairau in the east up into the Lakes district across into Whakatū, Motueka, Mohua, Te Tai Tapu and down the Tai Poutini coast.

THE ACQUISITION OF NGĀTI RĀRUA LAND

- 2.14 In the two decades between 1840 and 1860, most of the land in which Ngāti Rārua held customary interests was alienated either to private parties or the Crown. The consequence of these alienations for Ngāti Rārua was a loss of mana and a detrimental effect on the rangatiratanga of Ngāti Rārua and their status as an iwi in Te Tau Ihu.

THE NEW ZEALAND COMPANY

- 2.15 The New Zealand Company, formed in England in May 1839, was set up as a company to establish settlements in New Zealand. By this time the British Government had decided to acquire sovereignty over New Zealand and establish its sole right to purchase land (pre-emption). The Company dispatched representatives to New Zealand to purchase the land it required before this occurred.
- 2.16 Colonel William Wakefield was the leader of the New Zealand Company's expedition. Instructions to Wakefield and other Company documents indicate that the Company intended to reserve one-tenth of the land the Company transacted for the benefit of certain Māori.
- 2.17 On 25 October 1839 the Company signed an English language deed with a number of rangatira at Kapiti Island by which the Company purported to purchase approximately 20 million acres including the entire Te Tau Ihu district. One signatory to the deed signed for his relations in Cloudy Bay under the name 'Charley'. It is quite likely that this was the Ngāti Rārua chief Te Tana Pukekohatu of Wairau, who was also known as 'Charley'. A similar deed was signed on 8 November 1839 with 30 rangatira of Totaranui (Queen Charlotte Sound). No Ngāti Rārua resident in western Te Tau Ihu signed any Company deeds at this time. In these two deeds, the Company undertook to select and hold 'suitable and sufficient' reserves in trust 'for the future benefit of the said chiefs, their families, tribes and successors, for ever.'
- 2.18 In January 1840, William Hobson was appointed Lieutenant-Governor of New Zealand. He issued a proclamation that only land titles derived from the Crown would be recognised and that all prior land dealings between Māori and private parties could only be validated by a grant from the Crown following an investigation by a commission.
- 2.19 Hobson also sought to acquire sovereignty over New Zealand through the signing of a treaty with Māori. The Treaty of Waitangi was signed in Port Underwood on 17 June 1840. Ngāti Rārua state that their chief Te Tana Pukekohatu signed the Treaty at Port Underwood. The rocky outcrop known as Horahora Kakahu where the Government brig was anchored during the signing remains a site of significance to Ngāti Rārua.
- 2.20 The Treaty was not taken to western Te Tau Ihu so Ngāti Rārua from the large kainga at Motueka and other western settlements had no opportunity to become signatories.
- 2.21 In November 1840, the British Government and the New Zealand Company negotiated an arrangement for providing land by way of Crown grant to the Company in New Zealand on the basis that the Company had spent large sums of money associated with colonisation, including the purchase of land. When entering into the arrangement, the Crown appeared to have assumed that the Company's transactions were valid. Under the arrangement the Crown would grant the Company four acres of land for every £1 the Company had expended on its colonisation operations in Britain

2: HISTORICAL ACCOUNT

and New Zealand. The lands to be granted to the Company were to be in the vicinity of Port Nicholson and New Plymouth. The arrangement included the statement that the Crown would make reserves "for the benefit of" Māori out of any land granted "according to the tenor" of any such stipulations already made by the Company. In respect of "all other lands", the Crown reserved to itself the ability to make arrangements it considered were "just and expedient for the benefit of" Māori. Despite this agreement, the British Government still expected the Land Claims Commission to inquire into the validity of the Company's claims.

- 2.22 In the meantime, the New Zealand Company continued with its settlement operations. In October 1841 Company officials, led by Captain Arthur Wakefield, explored western Te Tau Ihu for a suitable location for a new settlement. They came into contact with Ngāti Rārua and other iwi. Ngāti Rārua chiefs, including Te Iti, Pikiwhara, and Panakenake expressed an interest in European settlement but denied that the 1839 transactions had effected a sale of their land. Crown pre-emption precluded the Company from making any new purchases of land from Māori. In order to facilitate the establishment of a new settlement Wakefield gave a series of 'presents' to Ngāti Rārua chiefs and other various chiefs of Tasman Bay and Mohua.
- 2.23 In February 1842, the first settlers arrived to establish the Company settlement at Nelson. By April 1842 the town of Nelson had been surveyed. Surveying then began at Motueka and Moutere. The Land Claims Commission had not begun investigating the equity of the Company's claims and no Crown grant had yet been issued to the Company. In Ngāti Rārua's view the settlement and surveying activity was proceeding on Māori customary land. A Ngāti Rārua rangatira, Te Poa Karoro, expressed concern when surveyors encroached on the lands they occupied. The Company surveyor gave assurances to the rangatira that the cultivations at Te Maatu (The Big Wood) would be retained by Ngāti Rārua and other Māori. The Company did include some potato cultivations at Te Maatu in its surveys.
- 2.24 In December 1842 Company officials went to the Wairau valley to survey land for the Company's rural sections. The Company did not wait for the Land Claims Commission to investigate its claims before sending surveyors to the Wairau. Māori from another iwi, and who were whanaunga (relations) of Ngāti Rārua, expressed to the Company and Crown officials their strong opposition to the Wairau surveys. In May 1843, Māori escorted survey parties out of the district and destroyed some of their equipment. An attempt by the Nelson colonists to arrest those obstructing the survey resulted in an armed conflict at Tuamarina on 17 June 1843 and loss of life on both sides. Ngāti Rārua were among the participants of what is known as the 'Wairau incident'.

SPAIN COMMISSION

- 2.25 Land Claims Commissioner William Spain arrived in New Zealand in December 1841 to investigate the Company's claims. Spain was instructed by the Crown to ensure that a Protector of Aborigines was present at his hearings to represent and protect Māori interests. In June 1842, while conducting hearings in Wellington, Commissioner Spain examined some Company officials who were involved in the signing of the Kapiti deed. In 1843 at Otaki, some North Island chiefs who signed the Kapiti deed told Spain they had only sold specific and limited places in Te Tau Ihu and the deed had been inadequately translated.
- 2.26 On 19 August 1844, Spain convened a hearing of the land claims commission in Nelson. Although several Company representatives gave evidence, the testimony of only one Māori witness was heard. On 21 August, the Company called Te Iti of Ngāti

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- Rārua, a chief of Motueka, to give evidence. Te Iti testified that whilst he and others had agreed that Europeans could settle, they had not agreed that Wakefield could take all the land that was being claimed and that instead only specific places had been transferred for European settlement. After this testimony, Colonel Wakefield for the Company was granted an adjournment of the hearing for the day.
- 2.27 The following morning the Company asked Spain for a suspension of the hearing process in order to negotiate further with local Māori. Spain granted the Company's request. Under previous instructions from the Crown, Spain was authorised to arbitrate negotiations between a referee acting for the New Zealand Company and the Sub-Protector of Aborigines, as referee for Māori, in order to complete the Company's purchase.
- 2.28 As a result of negotiations between Spain and the referees for the Company and Māori, the Company made a series of further payments totalling £800 to local Māori, including Ngāti Rārua. It was reported that Māori reluctantly accepted the money, the granting of which was described by Spain as an act of 'grace and good-will' rather than a further payment for the land. Those receiving payments were required to sign deeds of release giving up any present or future claims.
- 2.29 Several Ngāti Rārua rangatira, including Ngapiko and Te Iti, signed the Motueka deed of release on behalf of themselves and the remainder of Motueka Māori. The rangatira were paid £200 for the relinquishment of claims to land at Whakatū, Waimea, Moutere, Motueka, Riwaka, and Taitapu. All Māori pā, cultivations and burial places were excepted from the deeds.
- 2.30 The amount negotiated included an additional sum of £290 for Mohua (Golden Bay) Māori, including Ngāti Rārua, who were absent from Spain's hearings and the arbitration negotiations. After several delays surrounding the payment and distribution of the money, the compensation was paid out in May 1846. A deed of sale, rather than a deed of release, was executed. A statement, likely given to the Ngāti Rārua chief, Te Aupouri, at the time the deed was signed, noted that pā, burial places and cultivations would be left out of the land chosen by Pākehā, and some reserves would also be set aside.
- 2.31 Spain made his final report on 31 March 1845 finding the Company was entitled to a limited grant of land. This was based on an acknowledgment by several North Island rangatira who signed the 1839 Kapiti deed of having at least included "Wakatu" and "Taitapu" in the purchase and Spain's view that the 'presents' given by Captain Wakefield in 1841 and 1842 were understood by Māori to be payments for the permanent alienation of their land. Spain reached this finding despite Wakefield informing Māori at the time that the presents were only for allowing settlement, and were not to be considered as payment. Furthermore Spain's acceptance of the presents as being payment could be viewed as inconsistent with the Crown right of pre-emption whereby any private land transactions made after January 1840 were null and void.
- 2.32 Spain recommended that the New Zealand Company be awarded 151,000 acres located in the Nelson, Waimea, Moutere, Motueka and Mohua districts but not the Wairau district. This recommendation was confirmed by Governor Fitzroy's provisional deed of Crown grant signed on 29 July 1845. The Company, however, disputed several aspects of the grant and sought amendments.

THE TENTHS RESERVES

- 2.33 The New Zealand Company originally intended in its plan for the Nelson settlement that an amount equal to one tenth of the 201,000 acres of town, suburban and rural land offered for sale to settlers would be reserved for Māori. In 1842, following the establishment of the Nelson settlement, Henry Thompson selected 100 Nelson town sections (100 acres) and 100 suburban sections at Motueka and Moutere (5,000 acres) as 'native reserves' for Māori. It is not clear under whose instructions Thompson selected the native reserves. Areas occupied and cultivated by Ngāti Rārua and other Māori were selected as 'native reserves'. Other reserves selected were not occupied by Māori.
- 2.34 In 1845 Commissioner Spain recommended that all existing pā, cultivations, urupa and 'native reserves' should be 'saved and excepted' from the land the Company received. He also recommended that the 'entire quantity of land so reserved' for Māori should be one-tenth of the 151,000 acres awarded to the Company. These provisions were subsequently included in the Crown's provisional grant to the New Zealand Company in 1845. The plan attached to the Crown grant showed the 5,100 acres at Nelson, Moutere and Motueka that had been selected as 'native reserves' in 1842. The remaining 10,000 acres of native reserves had not, at that time, been identified, surveyed or selected.
- 2.35 Commissioner Spain also considered that at the time of the Company's arrival in Tasman Bay, Māori had stipulated they would retain 'a certain portion' of Te Maatu (The Big Wood) at Motueka and their pā and cultivations. The Company's selection of 'native reserves' in 1842 secured most, but not all, sites at Whakatū, Motueka and Moutere, used by Ngāti Rārua and other Māori on a seasonal or permanent basis. A portion of Te Maatu, a highly prized area for cultivation and resource gathering for Ngāti Rārua, was not reserved and instead was made available to settlers. Motueka and Moutere was a major area of Ngāti Rārua occupation where a large number of the iwi resided before 1840. Therefore, the surveying for sections to be offered for sale to settlers and the reserve selection process had significant implications for Ngāti Rārua.
- 2.36 Commissioner Spain arranged that eight sections (400 acres) of reserves at Motueka not occupied by Māori be exchanged for eight sections of equivalent size at Te Maatu that had not been selected by settlers or the Company. In 1848-1849, a further 300 acres of reserves at Motueka were similarly exchanged for settler and Company sections. The effect of these exchanges was that Ngāti Rārua and other Motueka Māori were able to make use of certain reserves.
- 2.37 In 1847, in response to settler demands to reorganise the Nelson settlement and reduce the number of settler allotments from 1,000 to 530, the Crown agreed to a proportionate reduction in the overall number of one-acre town sections reserved for Māori at Nelson from 100 to 53. The number of 50-acre suburban reserves remained unchanged.
- 2.38 The extent of the Nelson settlement reserves was finalised in 1848 when the Crown issued a new and final grant to the New Zealand Company. The 1848 grant excepted "all pāhs, burial places, and Native reserves" as defined on plans attached to the grant. Unlike the 1845 grant, it did not except one-tenth of the land granted as 'native reserves'. The 1848 grant reserved the 5,053 acres of township and suburban land at Nelson and Motueka that had already been selected as reserves. The grant made no distinction between reserves intended to be leased and those reserves occupied and used by Māori. These areas later became known as the Nelson and Motueka

2: HISTORICAL ACCOUNT

'Tenths'. The Crown grant also excepted and reserved areas in the Wairau district and in Mohua. Following the 1848 grant no additional areas of land in Nelson and Motueka were created as native reserves. No rural Tenths, as planned under the initial Company scheme, were ever reserved.

CROWN PURCHASES OF NGĀTI RĀRUA LAND

- 2.39 Between 1847 and 1856 Crown agents purchased most of the remaining Māori land in Te Tau Ihu through a series of transactions.

The 1847 Wairau Purchase

- 2.40 The Wairau district was not included in the Crown's 1845 grant to the Company. By 1846 Nelson pastoralists were driving sheep into the Wairau district and taking up land wanted for the Company's rural sections. In November 1846 Governor George Grey indicated he was anxious for a purchase of the Wairau to be completed. The Crown carried out the negotiations on behalf of the Company.
- 2.41 In February 1847, the Surveyor-General travelled to the Wairau to make inquiries about the extent and nature of land in the district, the number of Māori occupants, the area of their cultivations, and their willingness to sell. On 8 March 1847, the Surveyor-General identified thirteen important chiefs with joint interests in the Wairau and whose consent would be required for any purchase. The chiefs listed included "Pukekowhatu" and "Pikiwau" (Pikiwhara or Te Whawharua) of Ngāti Rārua, but they were mistakenly identified as belonging to another iwi. The Surveyor-General noted that aside from the chiefs, there were many others resident in the Wairau who had claims in the district.
- 2.42 Governor Grey ignored the Surveyor-General's report. On 18 March 1847, Governor Grey purchased the Wairau from three of the chiefs identified and whose primary residence was Porirua. No other right holders, including Ngāti Rārua, were consulted or involved in the transaction. The price of £3,000 was to be paid in five annual instalments of £600. The deed provided for local Māori to retain large reserves which were later estimated at 117,248 acres. The boundary of the Wairau reserve was surveyed in 1851 but there is no evidence a Crown grant was issued for it and the reserve was included in the Crown's Te Waipounamu purchase five years later.
- 2.43 Governor Grey issued a new Crown grant to the New Zealand Company on 1 August 1848. This included all the land previously included in the 1845 grant to the Company as well as the area covered by the 1847 Wairau transaction and some additional lands.

The 1852 Pakawau Purchase

- 2.44 In 1851, in response to settler demand, the Crown decided to acquire the Pakawau block. It was occupied by small groups from several iwi including Ngāti Rārua. The Crown wanted Pakawau for its coal and other minerals, and wanted to complete a purchase before Māori became aware of the full value of the minerals. On 15 May 1852 a purchase deed was signed providing for a payment of £550. This price reflected only the agricultural value of the land. Ngāti Rārua were among the several iwi who signed the deed. The Crown's purchase agent believed Pakawau's Māori residents should leave and settle elsewhere, but agreed to the creation of two reserves totalling 20 acres (later found to contain 265 acres) within the 96,000 acre block.

The Waipounamu negotiations

- 2.45 The Waipounamu purchase was a series of transactions through which the Crown aimed to acquire all unsold land and claims to land in Te Tau Ihu. It involved a negotiation process conducted over three years and resulting in 15 deeds or receipts. It began in August 1853 when Governor Grey, who was leaving New Zealand, attended a farewell hosted by another iwi at Porirua. During the occasion Grey requested that the iwi surrender all their remaining customary rights in Te Tau Ihu to the Crown. This resulted in a deed signed on 10 August 1853 which purported to purchase all unsold land in the Te Tau Ihu district. At least one Ngāti Rārua, who resided in the North Island, signed the deed. However, the major Ngāti Rārua rangatira of Mohua, Tasman Bay and the Wairau were not parties to the agreement. In October 1853 four Ngāti Rārua chiefs – Te Tana Pukekohatu, Kepa Te Iti, Takarei Tuturau and Te Maka Ngaru – wrote to a Crown official at Nelson expressing their anger over the deed alienating their interests in western and inland Te Tau Ihu without their consent.
- 2.46 The deed provided for £5,000 purchase money of which £2,000 was paid when the deed was signed. The remaining £3,000 was to be distributed among other iwi, including Ngāti Rārua, who were recognised in the deed as conjoint owners of the land in Te Tau Ihu. It was also agreed that the reserves to be created for resident Māori and the payment of the remaining money would be settled at a hui in Nelson in January 1854.
- 2.47 However the Nelson hui did not take place as planned. During 1854 several separate deeds were concluded with Māori resident in the North Island for their interests in Te Tau Ihu. In December 1854 the Crown paid a further £2,000 of the purchase money to rangatira at a hui in Wellington. The Ngāti Rārua chief, Pukekohatu of Wairau was among those who signed the receipt for this payment and he received a share of the money. Ngāti Rārua in Motueka and Mohua districts were not involved. Reserves were still to be made for Ngāti Rārua residing in Te Tau Ihu.
- 2.48 The ongoing delay in holding a hui in Te Tau Ihu generated anger among resident Māori. Crown officials in Nelson became concerned that the longer the Waipounamu purchase remained outstanding the greater the likelihood that Te Tau Ihu Māori would repudiate the sale.
- 2.49 In November 1855 Donald McLean, the Crown's Chief Land Purchase Officer, finally arrived in Te Tau Ihu to complete the Waipounamu purchase. By this time the entire £5,000 payment under the 1853 deed had been paid out. McLean was authorised to spend a maximum of £2,000 in his negotiations with Te Tau Ihu Māori. Rather than holding a hui with all the resident right holders at one place, as had been agreed two years earlier, community-based meetings were held to complete the purchase. The several negotiations conducted in Te Tau Ihu were characterised by the Crown applying pressure on resident iwi to accept the 1853 deed, paying small prices that were not negotiable, and granting insufficient reserves.
- 2.50 On 10 and 13 November 1855 Ngāti Rārua, and another iwi, signed a deed of sale in Nelson and received £600 for their remaining land interests in Te Tau Ihu. During negotiations McLean faced criticism from the assembled chiefs over the previous land transactions by the Company and Crown. When they refused to sell all of the land wanted, McLean asserted that the land had been sold by virtue of the 1853 deed. The Ngāti Rārua chief Riwai Turangapeke denied the right of anyone else to sell the Te Tai Tapu block on the West Coast. As a result the Te Tai Tapu block was excluded from the sale.

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- 2.51 In early 1856, despite the Crown's position that it had already purchased all Ngāti Rārua interests in Te Tau Ihu, McLean was forced to acknowledge that the Separation Point district in Golden Bay had not been acquired. On 7 March 1856 Ngāti Rārua and another iwi signed a deed ceding their claims to the area. The signatories were paid £150.
- 2.52 There was later confusion and uncertainty for Ngāti Rārua and other iwi of Te Tau Ihu over what had been alienated under the Waipounamu deeds. In August 1873 a runanga composed of Ngāti Rārua and other iwi of Nelson Province wrote to the Government declaring that only the coastal areas had been sold and the Crown "should not exercise any rights" over the mountains, rivers and inland plains. The Crown dismissed this claim. Ten years later in 1883, when the Native Land Court first came to Te Tau Ihu to hear title claims, 52 claims were made to inland and coastal areas within the Nelson Province by Ngāti Rārua and other iwi for land that the Crown considered had been within its Te Waipounamu purchase. The Court accepted the Crown view and dismissed the iwi claims.

The 1860 Arahura Purchase

- 2.53 In 1840, some Ngāti Rārua individuals resided at points along the West Coast of the South Island. In 1846, when the explorers Charles Heaphy and Thomas Brunner encountered the Ngāti Rārua chief Niho Te Hamu at West Wanganui he described himself as "chief of Wanganui and the whole of the coast beyond". The explorers subsequently found that those Ngāti Rārua who had married the local people from another iwi had remained on the coast. Heaphy later described Taramakau as the "chief settlement of the Ngaterarua [sic] or Greenstone people." The deeds signed by Ngāti Rārua during the Waipounamu series of transactions included their interests on the West Coast (except for the Te Tai Tapu block). During the 1860 Arahura purchase between the Crown and another iwi, officials made reserve arrangements for those Māori resident on the Coast. Ngāti Rārua were among those allocated reserves.

NGĀTI RĀRUA LAND ISSUES 1865-1900

- 2.54 By 1865, following the Company and Crown purchases Ngāti Rārua were left with shared interests in the Tenths estate at Whakatū, Motueka and Moutere (4,135 acres); reserves in the Wairau District (3,129 acres); the Te Tai Tapu block (88,350 acres); several whanau reserves from the Arahura block; and a series of primarily small reserves located in Mohua (Golden Bay) and granted to individuals or very small groups.
- 2.55 A number of issues, outlined below, arose in relation to these reserves and estates as well as other lands such as the Whakarewa lands and lands later awarded under the 'landless natives' programme.

Administration of Tenths

- 2.56 Between 1842 and 1977 Ngāti Rārua and other Māori had negligible involvement in the administration of the Tenths estate. Until 1977 the Tenths estate was administered by largely European institutions. In 1842 the Nelson agent was instructed to lease out the reserves and expend the revenue gained on projects for local Māori such as building a chapel, school and hospital. In 1848 a Board of Management, comprised of Europeans only, was established to administer the Tenths estate. Following the enactment of the Native Reserves Act 1856, Government officers were appointed as Commissioners of Native Reserves to administer the

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vested land for 'the benefit' of Māori. Between 1873 and 1880 up to a third of the income went towards the administration of the trust. Other trust funds were expended in social areas. Although this was of material benefit to Te Tau Ihu Māori at a time of minimal Crown spending on Māori some of the expenditure, particularly on education and emergency relief, partially replaced general Crown funding rather than supplementing it.

- 2.57 In 1882, the Public Trustee was given responsibility for the administration of the Tenth's. Following the enactment of The Westland and Nelson Native Reserves Act 1887, the Nelson and Motueka reserves became subject to perpetual leases. Under this system there was no restriction on the number of times 21-year leases could be renewed. Rentals were tied to the unimproved valuation of the land and were infrequently reviewed. Over time the effects of inflation meant rentals often fell considerably below market value and disadvantaged those with an interest in the rent.
- 2.58 In 1892 the Native Land Court heard an application by the Trustee to identify those Māori beneficially interested in the Tenth's. The Court identified individuals from four iwi, including Ngāti Rārua. It created 151 shares in the Tenth's estate and allocated these to the four iwi on the basis of land included in the 151,000 acres granted to the New Zealand Company. Based on a calculation that 49,000 acres of Ngāti Rārua land at Motueka and 20,000 acres of their land at Takaka and Motupipi had been included in the transfer, Ngāti Rārua were awarded 69 of the 151 shares. Payments from the fund were made to individuals based on their iwi's proportionate interest in the Tenth's. There was no mechanism for any iwi control of the funds. Over time, through the process of succession, shareholdings in the Tenth's tended to become increasingly fragmented and consequently of less economic value. By 1956 most beneficiaries received less than twenty shillings per annum.

Occupied Motueka Tenth's Reserves

- 2.59 Ngāti Rarua and other Māori occupied several Tenth's reserves at Motueka. In 1854 the Commissioner of Crown Lands informed the Colonial Secretary that the area occupied by Māori at Motueka was 'much too limited for their wants'. Between 1856 and 1862 Crown officials allocated all or parts of 28 Motueka Tenth's sections, including some of those acquired through the 1844 and 1849 exchanges, to Ngāti Rārua whanau and other Māori for their occupation. While these actions secured for Motueka Māori some areas to cultivate and reside, the occupied portions of these Tenth's reserves could not be used for leasing to Europeans to produce an income for the Tenth's estate.
- 2.60 The occupied Tenth's reserves were still administered by Crown officials as part of the Tenth's estate and ownership was not separately granted to those Motueka Māori who occupied the sections. This meant Māori had no legal rights over the land they occupied. In 1861 a Crown official suggested that Ngāti Rārua and other Māori be granted title to Tenth's land they occupied. No action was ever taken on this suggestion. Despite this, Māori retained a degree of autonomy over the use of the occupied Tenth's reserves until the 1890s. Motueka Māori arranged informal, short term leases over land they were not cultivating themselves. Rents collected from these leases were distributed directly to Māori lessors rather than being placed in the general Tenth's account.
- 2.61 This autonomy lessened greatly from the mid-1890s when the Public Trustee assumed a greater degree of control over the leasing of land. Māori were prohibited from leasing land themselves, and settlers who leased from Māori were told that their arrangements were illegal. The Trustee also identified areas of Tenth's land no longer

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being occupied or used by Māori and put those lands up for lease under the perpetual leasing regime.

- 2.62 In 1901 the Native Land Court determined the beneficiaries of the Motueka Tenths reserves that had been allocated to Māori for their occupation. Ngāti Rārua families were among those deemed by the Court to be beneficial owners of 935 acres across several Motueka Tenths reserves. Of this area 222 acres was set aside for the residence of Māori. The Court award, however, did not grant the occupiers title to the land and the reserves remained vested in the Public Trustee. The remaining 713 acres were leased under the same perpetual leasing regime as other Tenths reserves. Rents from this land were paid to the individual beneficiaries.
- 2.63 Over time the extent of the Tenths reserves occupied by Motueka Māori shrunk until by the mid-1950s it consisted of a few families only occupying 50 acres on the reserves. Under the Māori Reserved Land Act 1955 the beneficial owners of the occupied tenths could apply to have the land they were occupying vested. In 1955 and 1963, a total of 24 acres were awarded to beneficial owners.

Twentieth Century Administration of the Tenths

- 2.64 In 1920 the Native Trustee took over administration of the Tenths. By 1929, apart from 138 acres of occupied Tenths, all of the Tenths were subject to perpetual leases.
- 2.65 In 1955 the Māori Reserve Land Act empowered the Māori Trustee to compulsorily acquire Tenths shares deemed to have become, through succession, too small to be economic. The Māori Affairs Amendment Act 1967 allowed the Māori Trustee to on-sell such interest to lessees. In 1970 the interests of 348 beneficiaries were acquired and on-sold to lessees. The Māori Affairs Amendment Act 1967 also authorised the Māori Trustee to sell reserves to lessees, provided a proportion of the beneficiaries holding sufficient shares agreed to sell their interests. By 1975 the Māori Trustee had sold 1,308 acres of Tenths land. When the remaining tenths estate was transferred to Wakatu Incorporation in 1977, only 2,893 acres remained.

Whakarewa

- 2.66 In 1853, Governor Grey approached Ngāti Rārua of Motueka to make a gift of land to the Church of England to establish a local school. This was agreed to and that same year Governor Grey granted 1,078 acres at Whakarewa to the Bishop of New Zealand. Of this, 918 acres was land from the Tenths estate at Motueka, including Tenths occupied by Ngāti Rārua and other Māori. However, it appears that Māori did not share the Crown's understanding about the purpose of the gift and that title to the land had been alienated by the grant to the Church. Ngāti Rārua objected when they were evicted from the Whakarewa land in the 1850s when the school was established and subsequently complained about the way in which the school was being run.
- 2.67 When the school closed in 1881, Ngāti Rārua sought a return of the land. They were unsuccessful despite persistent protest for the next three decades. In the 1970s and 1980s there was renewed agitation over the return of the land. An increasing awareness in the Anglican Church about Treaty of Waitangi issues led to a desire to restore the land to Māori. The Crown gave effect to this through the Ngati Rarua Atiawa Iwi Trust Empowering Act 1993. The assets of the Whakarewa School Trust Board were vested in the newly created Ngati Rarua Atiawa Iwi Trust (NRAIT). However, no compensation payments were associated with the return of the land.

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Mohua Reserves

- 2.68 Ngāti Rārua had interests in reserves created in Mohua (Golden Bay) between 1842 and 1847. Following the Waipounamu purchase a number of adjustments and enlargements were made to the reserves. These reserves were often later found to be inadequate in size and quality to be developed for engagement in the new economy.
- 2.69 The Crown issued Grants for some of the reserves to individual Ngāti Rārua rather than to iwi. Following the granting of title to the Mohua reserves, most lands were not subject to restrictions on alienation. Over the years, much of the land was sold.
- 2.70 The owners of other Mohua reserves consented for them to come under the administration of Crown officials through the Native Reserves Act 1856. Although Crown administration produced an income for beneficial owners, the owners had no control over the way in which the land was used or the way in which the income from the lands was obtained or expended.

Wairau Reserves

- 2.71 In January 1856 McLean travelled to Wairau to make the necessary arrangements to complete the Waipounamu purchase in that district. On 30 January 1856 Wairau Māori asked McLean for a reserve of about 13,400 acres. McLean wrote in his diary that it would be "unjust" and "wrong" to "stint" them in their reserve. However, the reserves finally established in the Wairau were wholly inadequate. The Wairau reserve of 960 acres was situated on the north bank of the Wairau River. The second reserve of about 200 acres was at White's Bay (Pukatea). The boundaries of the Wairau reserves were not surveyed until 1862. In 1865, following protest, the size of the Pukatea reserve was extended to 2,161 acres. Both reserves were to be shared by members of the three resident iwi, including Ngāti Rārua.
- 2.72 The inadequacy of the reserves was compounded by problems with the quality of the land. The Wairau reserve (960 acres) contained only 50 acres suitable for cultivation and the remainder was swamp land prone to flooding. The limited land suitable for cultivation contributed to tensions among the three resident iwi. These persisted despite the Native Land Court settling the area of land held by each iwi. Ngāti Rārua received 369 acres of the reserve.
- 2.73 In 1931, at the request of the owners, the Wairau reserve was gazetted as a development scheme under the administration of the Department of Māori Affairs. The owners saw this as a means by which the flooding problems might be alleviated. Flood protection works carried out under the scheme – the cost of which were a charge on the land – proved ineffective. There was also concern about the progress of agricultural development. In 1934, 17 Ngāti Rārua residents petitioned the Native Minister complaining that there had been no steps taken to develop or improve the land, and that while the reserve remained in the scheme 'they could not exercise any right of ownership' over the land.
- 2.74 In 1943, with nearly £8,000 having been expended on the scheme, Wairau Māori sought to resume control of at least part of the reserve. Crown officials informed them that the land would not be released from the scheme until the debt had been extinguished. Wairau reserve land was eventually released from the scheme between 1955 and 1970, when much of the debt was extinguished through the sale of stock and land that had been purchased by the Crown to augment the scheme. The

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reserve was still subject to serious flooding at least until 1960 – some 100 years after the problem first became evident.

- 2.75 Although a much larger reserve than Wairau, Pukatea reserve was mostly steep land and was described by a Crown official as “of inferior quality and unfit for cultivation.” The Pukatea reserve was leased for much of its history and at times the payment of the rental was tardy. Initially the small annual rental was paid in one lump sum to the Ngāti Rārua chief Rore Pukekohatu who acted as trustee. In 1886 Rore approved the use of the rents arising from Pukatea to be used to make drainage improvements on the Wairau reserve. From 1895 the rent was paid out to the more than 100 individuals who had interests in the block. In 1899 the block was partitioned into three blocks. Ngāti Rārua were awarded a half share of Pukatea 2 (1,470 acres) and a one third interest in Pukatea 3, a small fishing reserve. Over time the number of shareholders in the blocks grew and individual interests became very small.
- 2.76 By 1940 the large number of people with interests in the land made it difficult to arrange a formal lease and also meant that the land was generating very little income for each of the owners. In the 1950s, after almost two decades of comment from the Blenheim public about the desirability of securing White’s Bay (part of Pukatea 3) as a picnic and holiday spot, the Crown purchased almost the entire Pukatea reserve (Pukatea 2 and 3 and parts of Pukatea 1). This was achieved in part by offering a land exchange which gave Ngāti Rārua a site for marae purposes at Wairau.

Te Tai Tapu

- 2.77 The Tai Tapu block was excluded from the Crown’s Te Waipounamu purchase by Riwai Turangapeke of Ngāti Rārua. When surveyed in 1883, the block was found to contain 88,350 acres. Although much of this was hilly, the land was occupied and used extensively by Ngāti Rārua for agricultural purposes as well as hunting and fishing. In January 1862, gold was discovered on Te Tai Tapu, and Ngāti Rārua charged prospecting miners an annual license fee of £1.
- 2.78 Fearing a rush of miners to the goldfield, a Crown official travelled to West Whanganui to make an arrangement with Māori, including Ngāti Rārua, to allow the Crown to manage the goldfield. On 10 February 1862, after negotiations with the Crown, Riwai Turangapeke and Pirimona Matenga Te Aupouri, of Ngāti Rārua signed a deed which gave the Crown the right to permit people to mine for gold on Te Tai Tapu. The same license fee was to be charged except that a Crown officer would issue the licenses, collect the fees and pay them out to the two rangatira.
- 2.79 For a number of years, however, Crown officials did not ensure that all of the miners paid their fees and were issued with licenses. Therefore, Riwai Turangapeke tried to undertake this role instead. Encountering resistance from many of the miners to pay their license, he appealed to the Crown to deal with the matter. At the same time, the miners were seeking better access to the goldfield and they also sought greater Crown control. In October 1873, the Crown issued a proclamation establishing the West Wanganui goldfield under the Gold Fields Act Amendment Act 1868. This brought the Te Tai Tapu block under the authority of the Crown. This resulted in loss of rangatiratanga on the part of Riwai Turangapeke, whose mana the Crown had previously recognised when agreeing to his request to exclude the Te Tai Tapu block from the Crown’s Te Waipounamu purchase. He no longer had any direct role in the issuing and supervision of licenses, and the gathering of revenues. The exercise by Ngāti Rārua of rights and responsibilities of kaitiakitanga over Te Tai Tapu was also lost.

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- 2.80 Crown control of the goldfield did not produce greater profits for Māori. Right holders received around the same revenue from leases and license fees as in preceding years - about £33 per annum. In contrast, by 1879, the Crown had received £1,500 in duty for the £10,000 of gold extracted from the Te Tai Tapu field.
- 2.81 The title of the Te Tai Tapu block was investigated by the Native Land Court in 1883 and the land was awarded to Ngāti Rārua. At the request of the claimants only three names were placed on the certificate of title: Henare Wiremu, Rore Pukekohatu and Tapata Harepeka. In 1884, the block was sold to a syndicate of prominent Wellington businessmen. The decision to sell may have been influenced by the lack of control the owners had over the land since 1873 and the failure of the field to generate much revenue for the owners.

The Arahura Reserves and Tamihana Te Huirau

- 2.82 Ngāti Rārua residents on the West Coast of the South Island were awarded reserves for their occupation under the 1860 Arahura purchase. In particular Riria Te Piki, and her children Hakaraia and Wikitoria, received part or sole shares in several reserves. In 1879 the Young Commission was appointed by the Crown to determine individual interests of the West Coast occupation reserves before Crown Grants were issued to the owners. Ngāti Rārua individuals, or their descendants, who had been awarded reserves in 1860 were acknowledged as owners by the Commission. However, the several grants to Wikitoria Te Piki (Riria and Hakaraia Te Piki's successor) were issued in joint ownership. The other owner belonged to another iwi. The Commission did not hear from Wikitoria Te Piki, or any of her whanau. It made its decision on the basis of a statement made by someone from another iwi who claimed to represent her and on the basis of an assurance provided by a Crown official. Wikitoria Te Piki predeceased the other joint owner and as a result her interests passed to that joint owner and not to her husband Tamihana Te Huirau of Ngāti Rārua. Tamihana was also her cousin making him Wikitoria's closest living relative. In 1879, when Tamihana sought to succeed to his wife's interests, he discovered what had happened. Up until his death in 1922 Tamihana Te Huirau made a number of attempts to have the rights of Wikitoria's whanau to the Arahura reserves reinvestigated and restored.
- 2.83 In 1920 Tamihana petitioned Parliament over the matter. The petition was referred to the Native and Lands Departments for comment. However neither department could find any significant details on the case in their files. The Public Trustee was also asked to comment. The Trustee relied on the published reports of the Commission to advise against the petition. Officials reported that there was insufficient information to justify a re-examination of the decisions made by the Young Commission and so no detailed examination of the petition's claims was undertaken. By the time the Native Affairs Committee was ready to report on the petition in 1922 Tamihana had died. The lands over which Tamihana petitioned have remained alienated from his descendants.

Landless Natives Reserves

- 2.84 By the 1880s, a number of communities and groups in Te Tau Ihu found that the land reserved for them as a result of various Crown and private purchases was insufficient for their present or future needs. In 1886, following the receipt of petitions from Māori complaining of insufficient land, the Crown set up a commission to investigate and address the issue of Māori landlessness in Te Tau Ihu.
- 2.85 Following inquiries, the Commissioner identified 245 people in Marlborough who could

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be regarded as landless. The Crown agreed to grant 40 acres to each adult person identified as landless. However, the Crown did not hold much land in Marlborough and any land still in Crown title was located some distance from existing kainga and was mostly of marginal quality.

- 2.86 As a result, Crown land located in Southland and on Stewart Island was also utilised as reserves. The Commissioner identified 48 Ngāti Rārua from the Wairau as landless and with no land available in the Wairau, the Ngāti Rārua individuals were primarily awarded land on Stewart Island. However, the process of surveying and issuing title to land on Stewart Island to landless Māori was never completed. A later Commission of Inquiry described the provision of land on Stewart Island for landless Māori as a 'cruel hoax'. The failure to provide titles to this land remains an issue for Ngāti Rārua today.

SOCIO-ECONOMIC IMPACTS AND CULTURAL LOSS

- 2.87 By the late nineteenth century, Ngāti Rārua had retained interests in the Nelson Tenth estate, including the occupied Tenth at Motueka, a handful of Mohua reserves and the Wairau district reserves. Most of these reserves were either too small or of poor quality for their owners to participate in the colonial economy.
- 2.88 As settlers took up the land around the reserves, Ngāti Rārua and other Māori owners were hemmed in, losing the option of grazing their stock on Crown wasteland and of accessing traditional food resources located outside of the reserves. This development and the inadequacy of the reserves often led to inter- and intra-iwi competition creating rifts within communities.
- 2.89 In the decades following the major land purchases of the mid-nineteenth century, the socio-economic position of the Māori population of Te Tau Ihu quickly became one characterised by marginal economic status, poor health and low educational attainment.
- 2.90 In the late twentieth century the Māori population of Te Tau Ihu, including Ngāti Rārua, still registered poorly across a range of social and economic indicators, and the position of Māori culture and language was weak.

CONCLUSION

- 2.91 Ngāti Rārua tupuna were among those who welcomed the first European settlers to Te Tau Ihu nearly two centuries ago. Ngāti Rārua consider that their tupuna sought to enjoy the benefits and protections from a Treaty based relationship with the Crown and full participation in all that the modern world had to offer. Despite the poor socio-economic outcomes, Ngāti Rārua today hold on to the aspirations of their tupuna and look forward to achieving this moemoea (dream).

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the long standing grievances of Ngāti Rārua in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs of Ngāti Rārua during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles.
- 3.3 The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1847 and 1856:
- 3.3.1 it did not deal with Ngāti Rārua in its negotiation of the 1847 Wairau purchase;
 - 3.3.2 it did not negotiate with Ngāti Rārua in Te Tau Ihu prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Ngāti Rārua in 1855, including presenting the land as already sold; and
 - 3.3.3 it did not set aside adequate reserves for the present and future needs of Ngāti Rārua in Te Tau Ihu.
- The Crown acknowledges that it failed to adequately protect the interests of Ngāti Rārua when purchasing their land and this was a breach of the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that it sought to purchase the Pakawau block before Ngāti Rārua and other Māori became aware of the full potential value of its minerals, and the price paid reflected the agricultural value of the land only.
- 3.5 The Crown acknowledges that the absence of defined interior boundaries in the 1855 Te Waipounamu deed with Ngāti Rārua contributed to later uncertainty among Ngāti Rārua over what they had alienated and numerous applications to the Native Land Court in 1883 for land they considered they had not sold.
- 3.6 The Crown acknowledges that in the reserves that became known as the Nelson and Motueka 'tenths', it failed to adequately provide for Ngāti Rārua to control those lands occupied and used by Ngāti Rārua, and failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Rārua. The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.
- 3.7 The Crown acknowledges that the grant of tenths land at Whakarewa in 1853 meant that some Ngāti Rārua whanau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993.

NGĀTI RĀRUA DEED OF SETTLEMENT
3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.8 The Crown acknowledges that:
- 3.8.1 Ngāti Rārua had negligible involvement in the administration of the tenths reserves between 1842 and 1977;
 - 3.8.2 on occasion, the Crown used tenths funds as a partial replacement to government spending; and
 - 3.8.3 it was not until 1892, several decades after the establishment of the tenths, that the beneficiaries of the tenths fund were identified.
- 3.9 The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka tenths reserves, including the imposition of a regime of perpetually renewable leases, and permitting the Māori Trustee to sell 'uneconomic interests' and tenths land in the twentieth century, resulted in prejudice to those Ngāti Rārua who held a beneficial interest in the tenths reserves fund and were in breach of the Treaty of Waitangi and its principles.
- 3.10 The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Ngāti Rārua, in particular the awarding of land to individual Ngāti Rārua rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This further contributed to the erosion of the traditional tribal structures of Ngāti Rārua. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that the Wairau reserve had only a small area of cultivatable land and its flood prone nature limited the effectiveness of the development scheme that operated on the reserve during the mid-twentieth century.
- 3.12 The Crown acknowledges that owing to its isolation and poor quality the Pukatea reserve provided little return to the Ngāti Rārua owners. The Crown further acknowledges that Ngāti Rārua felt that considerable public pressure contributed to their decision to sell their land at Pukatea to the Crown in the 1950s.
- 3.13 The Crown acknowledges that:
- 3.13.1 the Ngāti Rārua rangatira Riwai Turangapeke excluded the Te Tai Tapu block from the Crown's Te Waipounamu purchase;
 - 3.13.2 between 1862 and 1873 the Crown did not properly manage the issuing of licences and collection of fees from gold miners on Te Tai Tapu;
 - 3.13.3 in 1873 Ngāti Rārua gave up effective control of Te Tai Tapu to the Crown in order to properly regulate gold mining on the block; and
 - 3.13.4 between 1862 and 1883 Ngāti Rārua obtained little financial benefit from its agreements with the Crown to allow gold mining on Te Tai Tapu.
- 3.14 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions left Ngāti Rārua virtually landless. The Crown's failure to ensure that Ngāti Rārua retained sufficient land was a breach of the Treaty of Waitangi and its principles.

NGĀTI RĀRUA DEED OF SETTLEMENT
3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.15 The Crown acknowledges that members of Ngāti Rārua were never issued title to land allocated to them on Stewart Island under the “landless natives” scheme. The Crown’s failure to implement the scheme effectively meant that it did nothing to alleviate the landless position of those Ngāti Rārua in Te Tau Ihu and this was a breach of the Treaty of Waitangi and its principles.

APOLOGY

- 3.16 The Crown sincerely offers the following apology to Ngāti Rārua, to their tūpuna, and to their descendants.
- 3.17 The Crown recognises the efforts and struggles of Ngāti Rārua and their tūpuna over several generations in pursuit of justice.
- 3.18 The Crown is deeply sorry that it has not fulfilled its obligations to Ngāti Rārua under Te Tiriti o Waitangi / the Treaty of Waitangi and, for this, unreservedly apologises to Ngāti Rārua.
- 3.19 The Crown admits it did not include Ngāti Rārua in its purchase of the Wairau district in 1847, and only belatedly recognised Ngāti Rarua interests in its Te Waipounamu purchase. The Crown apologises for these failures to recognise the rangatiratanga of Ngāti Rārua and protect their interests.
- 3.20 The Crown is sorry that its actions rendered Ngāti Rārua virtually landless in their rohe. This had a devastating impact on the social and cultural well-being of the people of Ngāti Rārua that continues to be seen today. The Crown also accepts that the loss of their land and their restriction to inadequate reserves has significantly marginalised Ngāti Rārua from the benefits of economic development, and limited the autonomy and ability of the iwi to exercise customary rights and responsibilities throughout the Ngāti Rārua rohe.
- 3.21 The Crown with this settlement acknowledges the rangatiratanga of Ngāti Rarua and seeks to restore the Crown’s honour. The Crown hopes this apology and settlement will mark the beginning of a renewed and enduring relationship with Ngāti Rarua based on mutual trust, co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that:

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

4.1.2 it is not possible:

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

(b) to fully compensate Ngāti Rārua for all loss and prejudice suffered; and

4.1.3 Ngāti Rārua intend their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Rārua and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Rārua acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, the settlement legislation will provide that, on and from the settlement date:

4.3.1 the historical claims are settled;

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, nothing in this deed or the settlement legislation will:

4.5.1 extinguish or limit any aboriginal title or customary right that Ngāti Rārua may have; or

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

4: SETTLEMENT

- 4.5.3 except as provided in this deed or the settlement legislation:
- (a) affect a right that Ngāti Rārua may have, including a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at or recognised by common law (including common law relating to aboriginal title or customary law or tikanga); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
 - (b) affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.6 Clause 4.5 does not limit clause 4.3.

REDRESS

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

4.7.1 is intended to benefit Ngāti Rārua collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāti Rārua if the Ngāti Rārua Settlement trustees so determine in accordance with the procedures of the Ngāti Rārua Settlement Trust.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by sections 24 to 30 of the draft settlement bill:

4.8.1 settle the historical claims;

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

4: SETTLEMENT

- 4.8.3 provide that clause 4.8.2 does not exclude the jurisdiction of any court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation;
- 4.8.4 despite clauses 4.8.1 and 4.8.2, preserve the plaintiffs' ability to appeal on the proceedings filed in the High Court as CIV-2010-442-181;
- 4.8.5 provide that the legislation referred to in section 26 of the draft settlement bill does not apply:
- (a) to land in the Nelson Land District or Marlborough Land District; or
 - (b) for the benefit of Ngāti Rārua or a representative entity;
- 4.8.6 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, land in the Nelson Land District or Marlborough Land District;
- 4.8.7 provide that the rule against perpetuities and the Perpetuities Act 1964 do not:
- (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which:
 - (i) the Ngāti Rārua Settlement trustees may hold or deal with property; or
 - (ii) the Ngāti Rārua Settlement Trust may exist; and
- 4.8.8 require the Secretary for Justice to make copies of this deed publicly available.
- 4.9 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

VEST AND GIFT BACK OF KAKA POINT

- 5.1 In clause 5.2 **Kaka Point** means 2.0209 hectares, more or less, being Part Section 16 Square 9 and Lot 1 DP 3286 Nelson Land District, as shown on deed plan OTS-202-10.
- 5.2 The settlement legislation will, on the terms provided by section 135 of the draft settlement bill, provide that:
- 5.2.1 on the settlement date the fee simple estate of Kaka Point vests jointly in:
- (a) the Ngāti Rārua Settlement trustees;
 - (b) the Te Ātiawa o Te Waka-a-Māui Trust; and
 - (c) the Ngāti Tama ki Te Waipounamu Trust;
- 5.2.2 on the seventh day after the settlement date, the fee simple estate in Kaka Point vests in the Crown as a gift back to the people of New Zealand by the Ngāti Rārua Settlement trustees, the Te Ātiawa o Te Waka-a-Māui Trust and the Ngāti Tama ki Te Waipounamu Trust;
- 5.2.3 on being gifted back to the Crown, Kaka Point will be classified as a historic reserve and the historic reserve will be named Kaka Point Historic Reserve;
- 5.2.4 despite the vestings under clauses 5.2.1 and 5.2.2:
- (a) Kaka Point remains a reserve under the Reserves Act 1977 and that Act continues to apply to Kaka Point, as if the vestings had not occurred;
 - (b) the Kaiteriteri Recreation Reserve Board remains the administering body appointed to control and manage Kaka Point under section 30 of the Reserves Act 1977;
 - (c) any other enactment or any instrument that applied to Kaka Point immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
 - (d) every encumbrance that affected Kaka Point immediately before the settlement date continues to affect it as if the vestings had not occurred;
 - (e) the Crown retains all liability for Kaka Point as if the vestings had not occurred; and
 - (f) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment;

5: CULTURAL REDRESS

- 5.2.5 to the extent that a statutory acknowledgement or a deed of recognition applies to Kaka Point, it applies only after Kaka Point vests back in the Crown; and
- 5.2.6 the Registrar-General must, as soon as practicable on or after the seventh day after the settlement date, record on any computer freehold register that contains all or part of Kaka Point that under the settlement legislation the land in Kaka Point is classified as a historic reserve subject to section 18 of the Reserves Act 1977.

VEST AND GIFT BACK OF TE TAI TAPU

- 5.3 In clauses 5.4 to 5.6 **Te Tai Tapu** means 28,600 hectares approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4 and 6 and Parts Section 1 Square 17, Nelson Land District (as shown on SO 433299).
- 5.4 The settlement legislation will, on the terms provided by section 136 of the draft settlement bill, provide that:
- 5.4.1 on the settlement date the fee simple estate in Te Tai Tapu vests jointly in:
- (a) the Ngāti Rārua Settlement trustees;
 - (b) the Te Ātiawa o Te Waka-a-Māui Trust;
 - (c) the Ngāti Tama ki Te Waipounamu Trust; and
 - (d) the Ngāti Apa ki te Rā Tō Trust;
- 5.4.2 on the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the people of New Zealand by the Ngāti Rārua Settlement trustees, the Te Ātiawa o Te Waka-a-Māui Trust, the Ngāti Tama ki Te Waipounamu Trust and the Ngāti Apa ki te Rā Tō Trust;
- 5.4.3 despite the vestings under clauses 5.4.1 and 5.4.2:
- (a) Te Tai Tapu is, and remains part of, the North-west Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to Te Tai Tapu, as if the vestings had not occurred;
 - (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
 - (c) every encumbrance that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred;
 - (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred; and
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and

5: CULTURAL REDRESS

- 5.4.4 to the extent that a statutory acknowledgement or a deed of recognition applies to Te Tai Tapu, it applies only after Te Tai Tapu vests back in the Crown.
- 5.5 In offering the vest and gift back redress over Te Tai Tapu the Crown acknowledges that each of Ngāti Rārua, Ngāti Apa ki te Rā Tō, Te Ātiawa o Te Waka-a-Māui and Ngāti Tama ki Te Tau Ihu assert a separate and distinct association with Te Tai Tapu and the general area around Te Tai Tapu as reported on by the Waitangi Tribunal in its Te Tau Ihu report, and that each of Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu wish for Te Tai Tapu to be managed in such way that takes into account the statement of values of Ngāti Rārua as stated in part 2.2 of the documents schedule.
- 5.6 After vesting of the fee simple of Te Tai Tapu back in the Crown Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu wish to be closely engaged as early as possible in any proposal of the Crown to change the conservation status of Te Tai Tapu (including classification of the land as a reserve, national park or other form of special protected area under the Conservation Act 1987) and to explore with the Department of Conservation meaningful engagement in the future management of wāhi tapu in Te Tai Tapu as listed in schedule 1 of the conservation protocol in part 4.1 of the documents schedule, or as otherwise identified from time to time by Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu.

PARIRAU WHAKARURU (OVERLAY CLASSIFICATION)

- 5.7 In recognition of the importance of the following sites to Ngāti Rārua, as reflected in the statement of Ngāti Rārua values, the settlement legislation will, on the terms provided by sections 55 to 73 of the draft settlement bill:
- 5.7.1 declare each of the following sites to be subject to Parirau Whakaruru:
- (a) Te Waikoropupū Springs Scenic Reserve (as shown on deed plan OTS-202-31);
 - (b) Farewell Spit Nature Reserve (as shown on deed plan OTS-202-32);
 - (c) Heaphy Track (northern portion) (as shown on deed plan OTS-202-87); and
 - (d) Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Reserve) (as shown on deed plan OTS-202-94);
- 5.7.2 provide the Crown's acknowledgement of the statement of Ngāti Rārua values in relation to each of the sites;
- 5.7.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:
- (a) the statement of Ngāti Rārua values; and

5: CULTURAL REDRESS

- (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing Ngāti Rārua values in relation to each of the sites);
- 5.7.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites, to:
- (a) consult with the Ngāti Rārua Settlement trustees; and
 - (b) have particular regard to the views of the Ngāti Rārua Settlement trustees as to the effect of the policy, strategy or plan on:
 - (i) the Ngāti Rārua values for the site; and
 - (ii) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing Ngāti Rārua values in relation to each of the sites);
- 5.7.5 provide that where the Ngāti Rārua Settlement trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the sites, the New Zealand Conservation Authority will, before approving the strategy, give the Ngāti Rārua Settlement trustees an opportunity to make submissions in relation to those concerns;
- 5.7.6 require the application of the Parirau Whakaruru to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the sites;
- 5.7.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.7.8 enable the making of regulations and bylaws in relation to the sites.
- 5.8 The statement of Ngāti Rārua values, the protection principles and the Director-General of Conservation's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.9 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
- 5.9.1 provide the Crown's acknowledgement of the statements by Ngāti Rārua of their particular cultural, spiritual, historical, and traditional association with the following areas:
- (a) Maungatapu (as shown on deed plan OTS-202-44);
 - (b) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);
 - (c) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);

5: CULTURAL REDRESS

- (d) Abel Tasman Monument in Abel Tasman National Park (as shown on deed plan OTS-202-48);
- (e) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve (as shown on deed plan OTS-202-42);
- (f) Parapara Peak (as shown on deed plan OTS-202-49);
- (g) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
- (h) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);
- (i) Para Swamp Wildlife Reserve (as shown on deed plan OTS-202-61);
- (j) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
- (k) Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve (as shown on deed plan OTS-202-97);
- (l) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
- (m) Wairau River Diversion Conservation Area (as shown on deed plan OTS-202-96);
- (n) Wairau River, marginal strips (as shown on deed plan OTS-202-95);
- (o) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (p) Wairau River, Omaka River, and Ōpaoa River and their tributaries (as shown on deed plan OTS-202-65);
- (q) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (r) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (s) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (t) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
- (u) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (v) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
- (w) Buller River (northern portion) and its tributaries (as shown on deed plan OTS-202-98);
- (x) Anaweka River and its tributaries (as shown on deed plan OTS-202-103); and
- (y) Kaka Point (as shown on deed plan OTS-202-113);

5: CULTURAL REDRESS

- 5.9.2 require:
- (a) relevant consent authorities, the Environment Court and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the Ngāti Rārua Settlement trustees:
 - (i) summaries of resource consent applications affecting an area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.9.3 enable the Ngāti Rārua Settlement trustees, and any member of Ngāti Rārua to cite the statutory acknowledgement as evidence of the association of Ngāti Rārua with any of the areas;
- 5.9.4 enable the Ngāti Rārua Settlement trustees to waive the rights specified in clause 5.9.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.9.5 require that any notice given pursuant to clause 5.9.4 include a description of the extent and duration of any such waiver of rights.
- 5.10 The statements of association are in the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

- 5.11 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.13 applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.
- 5.12 Ngāti Rārua acknowledge that they intend to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.13 in a manner that is consistent with tikanga.
- 5.13 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
- 5.13.1 provide the Crown's acknowledgement of the statement of coastal values of Ngāti Rārua in relation to the particular cultural, spiritual, historical, and traditional association of Ngāti Rārua with the Te Tau Ihu coastal marine area (as shown on deed plan OTS-202-63);

5: CULTURAL REDRESS

- 5.13.2 require:
- (a) relevant consent authorities, the Environment Court and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the Ngāti Rārua Settlement trustees:
 - (i) summaries of resource consent applications affecting the area; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.13.3 enable the Ngāti Rārua Settlement trustees, and any member of Ngāti Rārua, to cite the statutory acknowledgement as evidence of the association of Ngāti Rārua with any part of the Te Tau Ihu coastal marine area;
- 5.13.4 enable the Ngāti Rārua Settlement trustees to waive the rights specified in clause 5.13.2 in relation to all or any part of the Te Tau Ihu coastal marine area by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.13.5 require that any notice given pursuant to clause 5.13.4 include a description of the extent and duration of any such waiver of rights.

5.14 The statement of coastal values is in the documents schedule.

DEEDS OF RECOGNITION

- 5.15 The Crown witi, by or on the settlement date, provide the Ngāti Rārua Settlement trustees with a copy of each of the following:
- 5.15.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:
- (a) Maungatapu (as shown on deed plan OTS-202-44);
 - (b) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);
 - (c) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);
 - (d) Abel Tasman Monument in Abel Tasman National Park (as shown on deed plan OTS-202-48);
 - (e) Parapara Peak (as shown on deed plan OTS-202-49);

5: CULTURAL REDRESS

- (f) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
 - (g) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);
 - (h) Para Swamp Wildlife Reserve (as shown on deed plan OTS-202-61);
 - (i) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
 - (j) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
 - (k) Wairau River Diversion Conservation Area (as shown on deed plan OTS-202-96);
 - (l) Wairau River, marginal strips (as shown on deed plan OTS-202-95);
 - (m) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
 - (n) Wairau River, Omaka River, and Ōpaoa River and their tributaries (as shown on deed plan OTS-202-65);
 - (o) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
 - (p) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
 - (q) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
 - (r) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
 - (s) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
 - (t) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
 - (u) Buller River (northern portion) and its tributaries (as shown on deed plan OTS-202-98); and
 - (v) Anaweka River and its tributaries (as shown on deed plan OTS-202-103);
- 5.15.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:
- (a) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
 - (b) Wairau River, Omaka River, and Ōpaoa River and their tributaries (as shown on deed plan OTS-202-65);
 - (c) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
 - (d) Motueka River and its tributaries (as shown on deed plan OTS-202-67);

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- (e) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (f) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
- (g) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (h) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
- (i) Buller River (northern portion) and its tributaries (as shown on deed plan OTS-202-98); and
- (j) Anaweka River and its tributaries (as shown on deed plan OTS-202-103).

5.16 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the Ngāti Rārua Settlement trustees will be consulted, and regard given to their views, concerning the association of Ngāti Rārua with the area as described in a statement of association.

PROTOCOLS

5.17 Each of the following protocols will, by or on the settlement date, be signed and issued to the Ngāti Rārua Settlement trustees by the responsible Minister:

- 5.17.1 the conservation protocol;
- 5.17.2 the fisheries protocol;
- 5.17.3 the taonga tūturu protocol; and
- 5.17.4 the minerals protocol.

5.18 A protocol sets out how the Crown will interact with the Ngāti Rārua Settlement trustees with regard to the matters specified in it.

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.19 A deed of recognition and a protocol will be:

- 5.19.1 in the form in the documents schedule; and
- 5.19.2 issued under, and subject to, the terms provided by sections 31 to 38 and 49 of the draft settlement bill.

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

5.21 To avoid doubt, despite clause 5.20:

- 5.21.1 a deed of recognition is enforceable in its own right; and
- 5.21.2 a protocol is enforceable in the manner set out in section 34 of the draft settlement bill.

5: CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

5.22 The settlement legislation will vest in the Ngāti Rārua Settlement trustees on the settlement date:

In fee simple

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

- (a) Wairau Pā;
- (b) Rārangi (Ngāti Rārua); and
- (c) Kawatiri Confluence;

5.22.2 the fee simple estate in the following site to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust:

- (a) Pūponga Farm, Triangle Flat;

In fee simple subject to a water easement

5.22.3 the fee simple estate in the following site to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust, subject to the Ngāti Rārua Settlement trustees, the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust providing a registrable easement to convey water in relation to that site in the form included in the documents schedule:

- (a) Pūponga Farm, Cape House;

In fee simple subject to a right of way easement

5.22.4 the fee simple estate in the following site subject to the Minister of Conservation providing the Ngāti Rārua Settlement trustees with a registrable right of way easement in the form included in the documents schedule:

- (a) Glenhope (Kawatiri);

In fee simple possibly subject to a right of way easement

5.22.5 the fee simple estate in the following site to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust and, if on the settlement date the historic monument is located on the site, the vesting of the site is subject to the Ngāti Rārua Settlement trustees, the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust providing a registrable pedestrian right of way in gross easement in the form included in the documents schedule:

- (a) Puketawai (excluding the historic monument if, on the settlement date, the historic monument is located on the site);

5: CULTURAL REDRESS

In fee simple subject to a conservation covenant and a right of way easement

5.22.6 the fee simple estate in the following site, subject to the Ngāti Rārua Settlement trustees providing a registrable covenant and a registrable right of way easement in gross in relation to that site in the form included in the documents schedule:

- (a) Te Tai Tapu (Snake Creek) (the covenant applies to only that part of the site shown "A" on deed plan OTS-202-07);

In fee simple subject to a conservation covenant

5.22.7 the fee simple estate in the following site, subject to the Ngāti Rārua Settlement trustees providing a registrable covenant in relation to that site in the form included in the documents schedule:

- (a) Coombe Rocks;

As a scenic reserve

5.22.8 the fee simple estate in the following site (excluding any improvements) as a scenic reserve with the Ngāti Rārua Settlement trustees as the administering body:

- (a) Pah Point (Whanganui Inlet);

As a scenic reserve subject to right of way easement

5.22.9 the fee simple estate in the following site as a scenic reserve to be vested jointly as tenants in common with the Toa Rangatira Trust, with both appointing members to the joint management body and with that joint management body being the administering body for the reserve, subject to the Ngāti Rārua Settlement trustees and the Toa Rangatira Trust providing a registrable right of way easement in gross in relation to that site in the form included in the documents schedule:

- (a) Tokomaru / Mount Robertson;

As a historic reserve

5.22.10 the fee simple estate in each of the following sites as a historic reserve:

- (a) Horahora-kākahu (excluding the historic monument), to be vested jointly as tenants in common with the Rāngitane o Wairau Settlement Trust and the Toa Rangatira Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve; and
- (b) Pūponga Point Pā site (excluding the interpretation panels), to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust, with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve;

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As a recreation reserve

5.22.11 the fee simple estate in the following site as a recreation reserve with the Ngāti Rārua Settlement trustees as the administering body:

- (a) Waikutakuta / Robin Hood Bay; and

5.22.12 the fee simple estate in each of the following sites as a recreation reserve:

- (a) Mātangi Āwhio (Nelson) (excluding any improvements), to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust, Te Pātaka a Ngāti Kōata, the Te Ātiawa o Te Waka-a-Māui Trust and the Kurahaupō iwi with the Nelson City Council being the administering body for the reserve; and
- (b) Pukatea / Whites Bay, to be vested jointly as tenants in common with the Rāngitane o Wairau Settlement Trust and the Toa Rangatira Trust with all appointing members to the joint management body and with that joint management body being the administering body for the reserve.

5.23 Each cultural redress property will be:

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

5.23.2 vested on the terms provided by sections 75 to 134 of the draft settlement bill; and

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

- (a) required by clause 5.22 to be provided by the Ngāti Rārua Settlement trustees; or
- (b) required by the settlement legislation; and
- (c) referred to in schedule 3 of the settlement legislation.

5.24 Part 2 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

5.25 The general location of each cultural redress property is shown on a deed plan in the attachments. These deed plans are indicative only and are subject to clause 5.23.1.

NEW AND ALTERED GEOGRAPHIC NAMES

5.26 The settlement legislation will, on the terms provided by sections 138 to 141 of the draft settlement bill, from the settlement date:

5.26.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Te Punawai Pā	BQ26 221313	Pā
Te Ope-a-Kupe Rock	BP29 036549	Rock
Omāhuri	BP28 641554	Isthmus
Te Ana-o-Rongomaipapa Bay	BQ29 880174	Bay

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New geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Te Araruaheinewai	BR25 985840	Locality
Paratītahi Tarns	BS24 873616	Lake
Matapihi Bay	BP27 565496	Bay
Kahuroa Hill	BQ28 692398	Hill
Pukekoikoi Hill	BP25 005559	Hill
Paraumu Tarn	BS24 873611	Lake
Otaura Pā	BQ29 897212	Pā
Mangatāwhai	BR25 917770	Locality

5.26.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 - BP30ptBQ30 134549 BP29, BQ29, BQ28	Sound
Port Underwood	Te Whanganui / Port Underwood	BQ29 943246 BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 - BQ28 645318	Sound
Drumduan	Horoirangi / Drumduan	BQ26 334407	Hill
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Separation Point	Separation Point / Te Matau	BN25 998854	Point
Lake Angelus	Rotomanitua / Lake Angelus	BS24 789628	Lake
Mount Campbell	Pukeone / Mount Campbell	BP24 876475	Hill
Fighting Bay	Ōraumoā / Fighting Bay	BQ29 005250	Bay
Angelus Peak	Maniniaro / Angelus Peak	BS24 788604	Hill
Mount Freeth	Te Tara-o-Te-Marama / Mount Freeth	BQ28 816278	Hill
Greville Harbour	Greville Harbour / Wharariki	BN28 672797 BP28	Harbour
Goulter Hill	Hikurangi / Goulter Hill	BR28 669007	Hill
Waikoropupu River	Te Waikoropupū River	BN24 826791 - BP24 734772	Stream
Whakitenga Bay	Whakakitenga Bay	BP28 630553	Bay
Onamalutu River	Ōhinemahuta River	BQ27 556153 - BQ28 675082	Stream
Tasman Bay	Tasman Bay / Te Tai-o-Aorere	BP26ptBP27 240600 BP25, BP27, BQ25, BQ26	Bay
Port Gore	Te Anamāhanga / Port Gore	BP29 036578 BP30ptBQ30	Bay
Church Hill	Pikimai / Church Hill	BQ26 238305	Hill
Pickersgill Island	Matapara / Pickersgill Island	BP29 076426 BP30ptBQ30	Island
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Tory Channel	Tory Channel / Kura Te Au	BQ29 969351 - BP30ptBQ30 106369	Strait
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay
Torrent Bay	Rākauroa / Torrent Bay	BP25 048669	Bay

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Lake Constance	Rotopōhueroa / Lake Constance	BS24 720417	Lake
Attempt Hill	Takapōtaka / Attempt Hill	BP28 731771	Hill
Rabbit Island	Moturoa / Rabbit Island	BQ25 119313 BQ26	Island
Mount Robert	Pourangahau / Mount Robert	BS24 843688	Hill
Split Apple Rock	Tokangawhā / Split Apple Rock	BP25 017592	Rock
Gowan River	Te Kauparenuī / Gowan River	BR24 662729 - BR24 641821	Stream
Travers Saddle	Poukirikiri / Travers Saddle	BS24 778472	Saddle
Opawa River	Ōpaoa River	BR28 710055 - BR29 875045 BQ28	Stream
Whareata Bay	Whareātea Bay	BN28 788810	Bay
Golden Bay	Golden Bay / Mohua	BN25 901946 BM24, BM25, BN25	Bay
Cable Bay	Rotokura / Cable Bay	BP26ptBP27 346440	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Boulder Bank	Te Pokohiwi / Boulder Bank	BR29 914025	Boulder bank
Blue Lake	Rotomairewhenua / Blue Lake	BS24 717436	Lake
Howard River	Hinemoatū / Howard River	BR24 736813 - BS24 747699	River
Ship Cove	Meretoto / Ship Cove	BP29 044498	Bay
Te Aumiti (French Pass)	Te Aumiti / French Pass	BP28 703695	Strait
Canaan Downs (local name not recorded)	Pikikirunga / Canaan Downs	BP25 910676	Area
Arthur Range	Wharepapa / Arthur Range	BP25 897580 - BQ23 590134	Range
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Ruby Bay	Te Mamaku / Ruby Bay	BQ25 075358	Bay
Speargrass Creek	Te Horowai / Speargrass Creek	BR24 808769 - BS24 797635	Stream
Adele Island	Motuaronui / Adele Island	BP25 050633	Island
Red Hill	Maungakura / Red Hill	BR25 048917	Hill
Arapawa Island	Arapaoa Island	BQ30 100398	Island
Riwaka River	Riuwaka River	BP25 936559 - BP25 001540	Stream
Riwaka River North Branch	Riuwaka River North Branch	BP25 915577 - BP25 936559	Stream
Riwaka River South Branch	Riuwaka River South Branch	BP24 853474 - BP25 936559	Stream
Tutumopo	Tūtūmāpou Hill	BQ27 545287	Hill

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.27 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging each authority to

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enter into a Memorandum of Understanding with the Ngāti Rārua Settlement trustees in relation to the interaction between Ngāti Rārua and that authority:

- 5.27.1 Nelson City Council;
- 5.27.2 Tasman District Council;
- 5.27.3 Marlborough District Council; and
- 5.27.4 Buller District Council.

LETTERS OF INTRODUCTION

5.28 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of Te Papa Tongarewa inviting Te Papa Tongarewa to enter into a relationship with the Ngāti Rārua Settlement trustees for the purposes of Te Papa Tongarewa compiling an inventory of Ngāti Rārua taonga tūturu which are held by Te Papa Tongarewa.

5.29 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the following museums inviting each museum to enter into a relationship with the Ngāti Rārua Settlement trustees:

- 5.29.1 Butler Point Whaling Museum & 1840s House, Mangonui;
- 5.29.2 Far North Regional Museum;
- 5.29.3 Hokianga Museum, Opononi;
- 5.29.4 Mangungu House, Horeke Hokianga Harbour;
- 5.29.5 Whangaroa County Museum & Archives Society Inc, Whangaroa;
- 5.29.6 Russell Museum, Russell;
- 5.29.7 Waitangi National Trust (Treaty House), Waitangi;
- 5.29.8 Rewa's Village, Kerikeri;
- 5.29.9 Kemp House & Stone Store, Kerikeri;
- 5.29.10 Kaikohe Pioneer Village, Kaikohe;
- 5.29.11 Te Waimate Mission, Kaikohe;
- 5.29.12 Hikurangi Historical Museum, Hikurangi;
- 5.29.13 Jack Morgan Museum, Whangarei;
- 5.29.14 Whangarei Art Museum Te Whare Taonga o Whangarei, Whangarei;
- 5.29.15 Whangarei Museum & Kiwi House at Heritage Park, Whangarei;
- 5.29.16 Albertland & Districts Museum Inc, Wellsford;

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- 5.29.17 Puhoi Historical Society Inc, Puhoi;
- 5.29.18 Warkworth & District Museum, Warkworth;
- 5.29.19 Helensville Pioneer Museum, Helensville;
- 5.29.20 Devonport Historical & Museum Society Inc, Devonport;
- 5.29.21 Ernst & Marion Davis Library, Auckland;
- 5.29.22 Auckland Museum, Auckland;
- 5.29.23 Auckland War Memorial Museum, Auckland;
- 5.29.24 Huia Settlers Museum, Auckland;
- 5.29.25 Onehunga Fencible & Historical Society Inc, Onehunga, Auckland;
- 5.29.26 Howick Historical Village, Howick;
- 5.29.27 Papakura & Districts Museum, Papakura, Auckland;
- 5.29.28 Papatoetoe Historical Society, Papatoetoe, Auckland;
- 5.29.29 Waiheke Island Historic Museum, Waiheke Island;
- 5.29.30 Waiuku Museum, Waiuku;
- 5.29.31 Tuakau & Districts Museum Society Inc, Tuakau;
- 5.29.32 Tainui Historical Society Museum, Ngaruawahia;
- 5.29.33 Waikato Museum, Hamilton;
- 5.29.34 Paeroa & District Historical Society Museum, Paeroa;
- 5.29.35 Mercury Bay Regional Museum, Whitianga;
- 5.29.36 Thames Historical Museum, Thames;
- 5.29.37 Tirau Museum, Tirau;
- 5.29.38 Te Aroha & Districts Museum, Te Aroha;
- 5.29.39 Mangawhai Museum, Mangawhai;
- 5.29.40 Rangiriri Battle Site Heritage Centre, Te Kauwhata;
- 5.29.41 Kawhia Regional Museum Gallery, Kawhia;
- 5.29.42 Staveley Historical & Geological Centre, Staveley;
- 5.29.43 Raglan & District Museum Inc, Raglan;
- 5.29.44 Cambridge Museum, Cambridge;

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- 5.29.45 Firth Tower Museum, Matamata;
- 5.29.46 Morrin Museum, Morrinsville;
- 5.29.47 Courthouse Museum & Waka House Nga Whare Taonga, Otorohanga;
- 5.29.48 Waitomo Museum of Caves, Waitomo;
- 5.29.49 Otorohanga Kiwi House & Native Bird Park, Waitomo Caves;
- 5.29.50 Te Awamutu Museum, Te Awamutu;
- 5.29.51 Piopio & District Museum, Piopio;
- 5.29.52 Rotorua Museum of Art & History, Rotorua;
- 5.29.53 Te Amorangi Trust Museum Inc, Rotorua;
- 5.29.54 Buried Village Incorporating the Museum of Te Wairoa, Rotorua;
- 5.29.55 Sir James Fletcher Kawerau Museum, Kawerau;
- 5.29.56 Coromandel School of Mines & Historical Museum, Thames;
- 5.29.57 Waihi Arts Centre & Museum Association (Inc), Waihi;
- 5.29.58 Brain Watkins House Museum, Tauranga;
- 5.29.59 Western Bay of Plenty Culture & Heritage Collection Facility, Tauranga;
- 5.29.60 Whakatane District Museum & Gallery, Whakatane;
- 5.29.61 Tairāwhiti Museum, Gisborne;
- 5.29.62 Waipu Museum, Waipu;
- 5.29.63 Wairoa District Museum, Wairoa;
- 5.29.64 Taupo Museum, Taupo;
- 5.29.65 Pirongia Historic Visitor Centre, Pirongia;
- 5.29.66 Hawke's Bay Museum & Art Gallery, Napier;
- 5.29.67 CHB Settlers Museum, Waipawa;
- 5.29.68 Central Hawkes Bay Settlers Museum, Waipawa;
- 5.29.69 Army Museum, Waiouru;
- 5.29.70 Taihape & District Museum & Historical Society, Taihape;
- 5.29.71 Hunterville & District Settlers Museum, Hunterville;
- 5.29.72 Puke Ariki, New Plymouth;

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- 5.29.73 Taranaki Pioneer Village, New Plymouth;
- 5.29.74 Aotea Utanganui Museum of South Taranaki, New Plymouth;
- 5.29.75 Tawhiti Museum, Hawera;
- 5.29.76 Whanganui Riverboat Centre Museum, Whanganui;
- 5.29.77 Whanganui Regional Museum, Whanganui;
- 5.29.78 Woodville Pioneer Museum Society Inc, Woodville;
- 5.29.79 Pahiatua & Districts Museum Society, Pahiatua;
- 5.29.80 Eketahuna & Districts Early Settlers Museum Society, Eketahuna;
- 5.29.81 Dannevirke Gallery of History, Dannevirke;
- 5.29.82 Marton Historical Village, Marton;
- 5.29.83 Mount Bruce Pioneer Museum, Masterton;
- 5.29.84 Kaiparoro Historic House Museum, Masterton;
- 5.29.85 The Kauri Museum Matakohe, Matakohe;
- 5.29.86 Te Manawa, Palmerston North;
- 5.29.87 Foxton Historical Society Museum, Foxton;
- 5.29.88 Otaki Museum, Otaki;
- 5.29.89 Kapiti Coast Museum, Raumati;
- 5.29.90 Martinborough Colonial Museum, Martinborough;
- 5.29.91 Featherston Heritage Complex Society Inc, Featherston;
- 5.29.92 Carterton Districts Historical Society, Carterton;
- 5.29.93 Aratoi Wairarapa Museum of Art & History, Wairarapa;
- 5.29.94 Cobblestones Wairarapa Regional Settlers Museum, Greytown;
- 5.29.95 Pataka Museum of Arts & Cultures, Porirua;
- 5.29.96 The Dowse Art Museum, Lower Hutt;
- 5.29.97 Petone Settlers Museum, Petone, Wellington;
- 5.29.98 Sound Archives/Nga Taonga Korero, Wellington/Christchurch;
- 5.29.99 Wellington Tramway Museum, Wellington;
- 5.29.100 Museum of Wellington City & Sea, Wellington;

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- 5.29.101 The NZ Film Archive, Wellington;
- 5.29.102 National Library Gallery, Wellington;
- 5.29.103 Te Papa Tongarewa, Wellington;
- 5.29.104 National Services Te Paerangi (Te Papa), Wellington;
- 5.29.105 Wellington Museums Trust, Wellington;
- 5.29.106 Archives New Zealand, Wellington;
- 5.29.107 The Reserve Bank of NZ Museum, Wellington;
- 5.29.108 Golden Bay Museum & Gallery, Takaka;
- 5.29.109 Motueka District Museum, Motueka;
- 5.29.110 Waikawa Museum & Information Centre, Waikawa;
- 5.29.111 Founders Heritage Park, Nelson;
- 5.29.112 Bishops School, Nelson;
- 5.29.113 The Nelson Provincial Museum, Nelson;
- 5.29.114 The Suter Te Aratoi O Whakatu, Nelson;
- 5.29.115 Millennium Public Art Gallery, Blenheim;
- 5.29.116 Marlborough Provincial Museum & Archives, Blenheim;
- 5.29.117 Rai Valley Cottage, Rai Valley;
- 5.29.118 Renwick Museum & Watson Memorial Library, Renwick;
- 5.29.119 Flaxbourne Settlers Museum, Ward;
- 5.29.120 Murchison District Historical & Museum Society, Murchison;
- 5.29.121 Coaltown Museum, Westport;
- 5.29.122 Karamea Centennial Museum, Karamea;
- 5.29.123 Northern Buller Museum, Granity;
- 5.29.124 Westland Industrial Heritage Park, Greymouth;
- 5.29.125 Hokitika Museum, Hokitika;
- 5.29.126 Inangahua Local History Display, Inangahua;;
- 5.29.127 Blacks Point Museum, Blacks Point, Reefton
- 5.29.128 Kaikoura District Museum & Archives, Kaikoura;

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- 5.29.129 Cheviot Museum, Cheviot;
- 5.29.130 Amuri Historical Society Inc, Cheviot;
- 5.29.131 Cust & Districts Historical Records Society Inc, Cust;
- 5.29.132 Waipara County Historical Society Museum, Waipara;
- 5.29.133 Kowai Archives Society, Amberley;
- 5.29.134 Northbrook Museum, Rangiora;
- 5.29.135 Rangiora & Districts Early Records Society & Museum, Rangiora;
- 5.29.136 Homebush Museum, Darfield;
- 5.29.137 Hororata Museum. Hororata;
- 5.29.138 Oxford Museum, Oxford;
- 5.29.139 Time Travellers Museum, Oxford;
- 5.29.140 Kaiapoi Museum, Kaiapoi;
- 5.29.141 Belfast District Museum, Belfast;
- 5.29.142 Canterbury Centre for Historic Photography & Film Inc, Christchurch;
- 5.29.143 New Brighton Heritage Museum, Christchurch;
- 5.29.144 Yaldhurst Museum, Christchurch;
- 5.29.145 Canterbury Museum, Christchurch;
- 5.29.146 Methodist Church of NZ Archives, Christchurch;
- 5.29.147 Lyttelton Historical Museum, Lyttelton;
- 5.29.148 Akaroa Museum, Akaroa;
- 5.29.149 Okains Bay Maori & Colonial Museum, Okains Bay
- 5.29.150 Ashburton Museum, Ashburton;
- 5.29.151 Pleasant Point Museum & Railway, Pleasant Point;
- 5.29.152 Geraldine Historical Society Museum, Geraldine;
- 5.29.153 South Canterbury Museum, Timaru;
- 5.29.154 Fairlie Museum, Fairlie;
- 5.29.155 Upper Waitaki Pioneer Museum & Gallery, Kurow;
- 5.29.156 Waimate Museum, Waimate;

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- 5.29.157 North Otago Museum, Oamaru;
- 5.29.158 Old Cromwell Town, Cromwell;
- 5.29.159 Middlemarch Museum, Middlemarch;
- 5.29.160 Waikouaiti District Musuem, Waikouaiti;
- 5.29.161 Otago Peninsula Museum & Historical Society, Dunedin;
- 5.29.162 Port Chalmers Museum, Port Chalmers, Dunedin;
- 5.29.163 Otago Settlers Museum, Dunedin;
- 5.29.164 Otago Museum, Dunedin;
- 5.29.165 Hocken Collections, Dunedin;
- 5.29.166 Taieri Historical Museum, Taieri;
- 5.29.167 Tokomairiro Historical Society, Milton;
- 5.29.168 Central Stories Museum & Art Gallery, Alexandra;
- 5.29.169 Lakes District Museum, Arrowtown;
- 5.29.170 South Otago Museum, Balclutha;
- 5.29.171 Clyde Historical Museum, Clyde;
- 5.29.172 Matakura & Districts Historical Society Inc, Matakura;
- 5.29.173 Maniatoto Early Settlers Museum, Naseby;
- 5.29.174 Gore Historical Museum, Gore;
- 5.29.175 Hokonui Pioneer Park, Gore;
- 5.29.176 Wyndham & District Historical Museum, Wyndham;
- 5.29.177 Owaka Museum, Owaka;
- 5.29.178 Southland Museum, Invercargill;
- 5.29.179 Otautau Museum, Invercargill;
- 5.29.180 Te Hikoi, Southern Journey, Riverton;
- 5.29.181 Rakiura Museum, Stewart Island;
- 5.29.182 Chatham Islands Museum, Chatham Islands; and
- 5.29.183 any additional museum notified to the Minister for Arts, Culture and Heritage by the Ngāti Rārua Settlement trustees by the date that is four months after the settlement date.

RIVER AND FRESHWATER ADVISORY COMMITTEE

- 5.30 The parties acknowledge that:
- 5.30.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;
 - 5.30.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;
 - 5.30.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;
 - 5.30.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water, and the relevant councils and iwi may work together to enhance that participation through other means;
 - 5.30.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and
 - 5.30.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.
- 5.31 The settlement legislation will, on the terms provided by sections 155 to 161 of the draft settlement bill, provide:
- 5.31.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:
 - (a) Marlborough District Council;
 - (b) Nelson City Council; and
 - (c) Tasman District Council;together the “**relevant councils**”;
 - 5.31.2 subject to clause 5.31.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;
 - 5.31.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;

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- 5.31.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and fresh water under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
 - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
 - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32 of the Resource Management Act 1991);
- 5.31.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.31.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.31.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);
- 5.31.7 that where the time period specified in clause 5.31.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.31.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.31.8 for the advisory committee to:
- (a) regulate its own procedure;
 - (b) operate on the basis of consensus decision-making;
 - (c) have a quorum of a majority of the members of the committee; and
 - (d) nominate an address for service and advise the relevant councils of this address;
- 5.31.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.31.4;
- 5.31.10 that upon receipt of a request under clause 5.31.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.31.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;

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- 5.31.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.31.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.31.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.31.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.31.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.31.11;
- 5.31.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.31.17 that any agreement between a relevant council and the advisory committee under clause 5.31.16 may be terminated by either party by notice in writing; and
- 5.31.18 that to avoid doubt, the obligations under this clause 5.31 are additional to, and do not derogate from any other obligations of a relevant council under the Resource Management Act 1991.

MINERALS FOSSICKING

- 5.32 The settlement legislation will, on the terms provided by sections 142 to 146 of the draft settlement bill, provide:
- 5.32.1 for any member of Ngāti Rārua who has written authorisation from the Ngāti Rārua Settlement trustees to access river beds within specified types of public conservation land in the relevant fossicking area (as shown on deed plan OTS-202-120):
- (a) for the purpose of searching for and removing any sand, shingle or other natural material in a river bed by hand; and
 - (b) without an authorisation under the conservation legislation; and
- 5.32.2 that, to avoid doubt, a person exercising the right under clause 5.32.1(a) must comply with all other lawful requirements, including under the Resource Management Act 1991, the Crown Minerals Act 1991, and any minerals programme under the Crown Minerals Act 1991.

CROWN PAYMENT

- 5.33 The Crown acknowledges the strong historical and customary associations of Ngāti Rārua with Te Tai Poutini.
- 5.34 Ngāti Rārua and Ngāi Tahu intend to formally agree to develop their iwi relationships for the benefit of both iwi jointly and severally into the future. The Crown recognises this intention of both iwi and endorses it by agreeing to make a payment of \$500,000, on or before settlement date, to the Ngāti Rārua Settlement trustees to support their development of the iwi relationships with Ngāi Tahu in the future.

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5.35 Ngāti Rārua acknowledges that its customary association with Te Tai Poutini is a historical one and confirms that:

5.35.1 Ngāti Rārua does not assert or seek to exercise any contemporary rights or interests in Te Tai Poutini; and

5.35.2 the contemporary association between Ngāti Rārua and Te Tai Poutini is represented in the mana ki mana relationships between Ngāti Rārua and Ngāi Tahu, which reflect and recognise the shared whakapapa and intertwined historical associations of the two iwi.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.36 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.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown will pay the Ngāti Rārua Settlement trustees on the settlement date an amount equal to:

6.1.1 \$11,760,000;

less:

6.1.2 the on-account payment totalling \$507,643.84 referred to in clause 6.3; and

6.1.3 the total transfer values of:

(a) the commercial redress properties (excluding the licensed land properties) being transferred on settlement date; and

(b) the licensed land properties, being \$5,952,313, being transferred on settlement date.

6.2 The parties acknowledge that the amount in clause 6.1.1 has been calculated having regard to the following:

6.2.1 \$3,010,000, which the Ngāti Rārua Settlement trustees may, at their discretion, receive either in cash or in the form of commercial redress properties with which Ngāti Rārua has a cultural association; and

6.2.2 \$8,750,000;

provided that nothing in this clause 6.2 shall:

6.2.3 create any obligation, duty or trust of any sort on the Ngāti Rārua Settlement trustees in respect of the cash settlement amount; or

6.2.4 imply or infer that any redress provided by the Crown to the Ngāti Rārua Settlement trustees is for any purpose other than the settlement of the historical claims.

ON-ACCOUNT PAYMENT

6.3 The parties acknowledge that before the date of this deed the Crown paid \$507,643.84 to Ngāti Rārua on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

6.4 The Crown will transfer the properties listed in the tables in part 3 of the property redress schedule to the Ngāti Rārua Settlement trustees on the settlement date.

6.5 Table 2 in part 3 of the property redress schedule specifies the commercial redress properties to be leased back to the Crown immediately following the transfer of those

6: FINANCIAL AND COMMERCIAL REDRESS

properties to the Ngāti Rārua Settlement trustees. Where the lease is a registrable ground lease, the Ngāti Rārua Settlement trustees will be purchasing only the bare land, the ownership of improvements remaining unaffected by the purchase. The forms of lease to be entered into between the Ngāti Rārua Settlement trustees and the relevant land holding agency are set out in part 6 of the documents schedule.

6.6 The transfer of a commercial redress property under clause 6.4 by the Crown to the Ngāti Rārua Settlement trustees is to be on the terms and conditions in part 6 of the property redress schedule and will be:

6.6.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and

6.6.2 in the case of a licensed land property, in addition to any encumbrances referred to in clause 6.6.1, where set out in table 1 in part 3 of the property redress schedule also subject to:

(a) the Ngāti Rārua Settlement trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) providing to the Crown before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 7.1 of the documents schedule (subject to any variations in form necessary only to ensure its registration);

(b) the Crown providing to the Ngāti Rārua Settlement trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 7.2 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

(c) the parties to the easements referred to in clause 6.6.2 (a) – (b) being bound by the easement terms from settlement date;

6.6.3 in the case of the unlicensed land, in addition to any encumbrances referred to in clause 6.6.1, also subject to:

(a) the Ngāti Rārua Settlement trustees providing to the Crown, on or before the settlement date, a right of way easement on the terms and conditions set out as "type C" in part 7.3 of the documents schedule (subject to any variations in form necessary only to ensure its registration);

(b) the Crown providing to the Ngāti Rārua Settlement trustees, on or before the settlement date, a right of way easement on the terms and conditions set out as "type D" in part 7.4 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

(c) the parties to the easements referred to in clause 6.6.3 (a) and (b) being bound by the easement terms from settlement date.

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.7 The Crown acknowledges that right of way easements in gross previously entered into to provide access to Crown forest land are likely to be a continuing requirement for the ongoing management of the licensed land properties. The Crown therefore agrees to consult with the Ngāti Rārua Settlement trustees (together with any joint licensor governance entities who also have a specified share in the licensed land property) and the relevant licensees, with a view to assigning those easements where an ongoing requirement is agreed.

LICENSED LAND PROPERTIES

- 6.8 The settlement legislation will, on the terms provided by sections 168 to 171 and 173 to 176 of the draft settlement bill, provide for the following in relation to a licensed land property:

6.8.1 the transfer of the specified share by the Crown to the Ngāti Rārua Settlement trustees;

6.8.2 it to cease to be Crown forest land upon registration of the transfer;

6.8.3 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to each licensed land property, at the expiry of the period determined under that section, as if:

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land property to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date;

6.8.4 the Ngāti Rārua Settlement trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) to be the licensor under the Crown forestry licence, as if the licensed land property had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and

6.8.5 for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

- 6.9 The Crown, Ngāti Rārua, Ngati Toa Rangatira, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui and Ngāti Kōata have agreed to allocate the accumulated rentals associated with the Te Tau Ihu licensed land as follows:

6.9.1	Ngati Toa Rangatira	50%
6.9.2	Ngāti Tama ki Te Tau Ihu	12.5%
6.9.3	Te Atiawa o Te Waka-a-Māui	12.5%
6.9.4	Ngāti Rārua	12.5%

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.9.5 Ngāti Kōata 12.5%
- 6.10 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:
- 6.10.1 in relation to a licensed land property, the Ngāti Rārua Settlement trustees will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and
- 6.10.2 the Ngāti Rārua Settlement trustees are entitled to 12.5% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.
- 6.11 In the event a licensed land property is to be transferred to the joint licensor governance entities, no later than 10 business days prior to the settlement date, the joint licensor governance entities must:
- 6.11.1 put in place a management agreement to govern the management of such land;
- 6.11.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the licensed land property, and to act on all matters on behalf of the joint licensor governance entities as licensor of the licensed land property; and
- 6.11.3 provide to the Crown certification from their lawyers that the management agreement in accordance with this clause 6.11 is in place.

UNLICENSED LAND

- 6.12 The settlement legislation will, on the terms provided by sections 172 to 176 of the draft settlement bill, provide for the following in relation to the commercial redress property that is unlicensed land:
- 6.12.1 on the settlement date the unlicensed land ceases to be Crown forest land and any Crown forestry assets associated with that land cease to be Crown forestry assets; and
- 6.12.2 for rights of access to areas that are wāhi tapu.

DEFERRED SELECTION PROPERTIES AND JOINT DEFERRED SELECTION PROPERTIES

- 6.13 The Ngāti Rārua Settlement trustees may, for three years after the settlement date, purchase the properties listed in table 1 of part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.
- 6.14 The Ngāti Rārua Settlement trustees, in common with the Te Ātiawa o Te Waka-a-Māui Trust may, for three years after the settlement date, purchase the properties listed in table 2 of part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.

NGĀTI RĀRUA DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.15 The tables in part 4 of the property redress schedule specify the deferred selection properties and the joint deferred selection properties to be leased back to the Crown immediately after their purchase by the Ngāti Rārua Settlement trustees (and, if applicable, the Te Ātiawa o Te Waka-a-Māui Trust). The form of this lease is set out in part 6 of the documents schedule.
- 6.16 The Ngāti Rārua Settlement trustees acknowledge and agree that the Ngāti Rārua Settlement trustees and the Te Ātiawa o Te Waka-a-Māui Trust have each been given the right set out in clause 6.14 and such right may be exercised by the Ngāti Rārua Settlement trustees and/or the Te Ātiawa o Te Waka-a-Māui Trust joint or severally in accordance with the terms and conditions of their respective deeds of settlement.

SETTLEMENT LEGISLATION

- 6.17 The settlement legislation will, on the terms provided by sections 162 to 167 of the draft settlement bill, enable the transfer of the commercial redress properties, the deferred selection properties and the joint deferred selection properties.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

- 6.18 The Ngāti Rārua Settlement trustees are to have a right of first refusal in relation to a disposal by the Crown or Housing New Zealand Corporation of the properties listed in part 4 of the attachments.
- 6.19 The right of first refusal set out in clause 6.18 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:
- 6.19.1 for a term of 169 years from the settlement date; and
 - 6.19.2 only if the general RFR land:
 - (a) is vested in, or the fee simple estate in it is held by the Crown or Housing New Zealand Corporation on the settlement date; and
 - (b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND

- 6.20 The Ngāti Rārua Settlement trustees, in common with Te Pātaka a Ngāti Kōata, the Ngāti Tama ki Te Waipounamu Trust, the Te Ātiawa o Te Waka-a-Māui Trust and each of the Kurahaupō iwi, are to have a right of first refusal in relation to a disposal by the Crown or NZTA of the deferred selection RFR land (such land excludes the property described as Nelson High/District Courthouse in the property redress schedule of the Ngāti Apa ki te Rā Tō deed of settlement).
- 6.21 The right of first refusal set out in clause 6.20 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:
- 6.21.1 for a term of 100 years from settlement date; and
 - 6.21.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

6: FINANCIAL AND COMMERCIAL REDRESS

RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND

6.22 The Ngāti Rārua Settlement trustees, in common with all the iwi with interests in Te Tau Ihu, are to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.23 The right of first refusal set out in clause 6.22 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.23.1 for a term of 100 years from settlement date; and

6.23.2 only if the specified area RFR land:

(a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SETTLEMENT IWI RFR LAND

6.24 The Ngāti Rārua Settlement trustees, in common with Te Pātaka a Ngāti Kōata, the Ngāti Tama ki Te Waipounamu Trust and the Te Ātiawa o Te Waka-a-Māui Trust, are to have a right of first refusal in relation to a disposal by the Crown of the settlement iwi RFR land.

6.25 The right of first refusal set out in clause 6.24 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.25.1 for a term of 169 years from settlement date; and

6.25.2 only if the settlement iwi RFR land:

(a) is vested in, or the fee simple estate in it is held by the Crown on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

JOINT RIGHT OF FIRST REFUSAL OVER SPECIFIED IWI RFR LAND

6.26 The Ngāti Rārua Settlement trustees, in common with the Toa Rangatira Trust, are to have a right of first refusal in relation to a disposal by the Crown of the specified iwi RFR land.

6.27 The right of first refusal set out in clause 6.26:

6.27.1 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.27.2 for a term of 169 years from settlement date; and

6: FINANCIAL AND COMMERCIAL REDRESS

6.27.3 only if the specified iwi RFR land:

- (i) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and
- (ii) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives that includes Parts 4 to 6 of the draft settlement bill, provided that the Crown has signed deeds of settlement with all of the iwi with interests in Te Tau Ihu.
- 7.2 The bill proposed for introduction may include changes:
- 7.2.1 of a minor or technical nature; or
 - 7.2.2 where clause 7.2.1 does not apply, where those changes have been agreed in writing between the Ngāti Rārua Settlement trustees and the Crown.
- 7.3 Ngāti Rārua and the Ngāti Rārua Settlement trustees will support the passage through Parliament of the settlement legislation that gives effect to the Ngāti Rārua deed of settlement.
- 7.4 Ngāti Rārua, the Ngāti Rārua Settlement trustees and the Crown will maintain open channels of communication and work together as is necessary during the passage of the bill through the House of Representatives.

SETTLEMENT CONDITIONAL

- 7.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.6 Despite clause 7.5, upon signing:
- 7.6.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
 - 7.6.2 the following provisions of this deed are binding:
 - (a) clauses 7.5 to 7.9 of this deed;
 - (b) clauses 8.4 to 8.11 of this deed; and
 - (c) paragraph 1.3 and parts 3 to 6 of the general matters schedule.
- 7.7 Clause 7.6.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 7.8 The Crown or the Ngāti Rārua Settlement trustees may terminate this deed, by notice to the other, if:
- 7.8.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and
 - 7.8.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

ON TERMINATION

- 7.9 If this deed is terminated in accordance with its provisions, it:
- 7.9.1 (and the settlement) are at an end; and
 - 7.9.2 does not give rise to any rights or obligations; but
 - 7.9.3 remains "without prejudice".

8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

INTEREST

- 8.1 The Crown will pay the Ngāti Rārua Settlement trustees on the settlement date interest on \$8,242,356.16 (being the amount referred to in clause 6.2.2 less the amount referred to in clause 6.3).
- 8.2 The interest payable under clause 8.1 is payable:
- 8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and
 - 8.2.2 for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) the settlement date; and
 - 8.2.3 for both the periods in 8.2.1 and 8.2.2, at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 8.3 The interest is:
- 8.3.1 subject to any tax payable in relation to it; and
 - 8.3.2 payable after withholding any tax required by legislation to be withheld.

GENERAL

- 8.4 The general matters schedule includes provisions in relation to:
- 8.4.1 the effect of the settlement and its implementation;
 - 8.4.2 taxation, including indemnities from the Crown in relation to taxation;
 - 8.4.3 the giving of notice under this deed or a settlement document; and
 - 8.4.4 amending this deed.

HISTORICAL CLAIMS

- 8.5 In this deed, **historical claims**:
- 8.5.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Rārua, 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;
 - (ii) under legislation;

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

- (iii) at common law, including aboriginal title or customary law;
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
- (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
- 8.5.2 includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Ngāti Rārua or a representative entity, including the following claims:
- (a) Wai 594 - Ngāti Rārua claim;
 - (b) Wai 956 - Warren Pahia and Joyce Te Tio Stephens Whānau Trust claim;
 - (c) Wai 1617 - Ngāti Turanga-a-peke Lands claim; and
 - (d) Wai 1635 - Ngāti Turanga-a-peke Marine Environment claim; and
- 8.5.3 includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Ngāti Rārua or a representative entity, including the following claims:
- (a) Wai 56 - Nelson Lands and Fisheries claim;
 - (b) Wai 102 - Te Runanganui Te Tau Ihu o Te Waka a Maui claims; And
 - (c) Wai 830 - Sandy Bay Section 27 and Motueka Section 157 (Pounamu Block) claim.

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

- 8.5.4 a claim that a member of Ngāti Rārua, or a whānau, hapū, or group referred to in clause 8.8.1(b), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.8.1(a): and/or
 - 8.5.5 a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 8.6.1.
- 8.6 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

NGĀTI RĀRUA

8.7 In this deed:

8.7.1 **Ngāti Rārua** means:

- (a) the collective group composed of individuals who descended from an original iwi member of Ngāti Rārua;
- (b) includes those individuals; and
- (c) includes any whānau, hapū or group, to the extent that it is composed of those individuals referred to in clauses 8.8.1(a) and (b) of this definition;

8.7.2 a person is **descended** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption;

8.7.3 **Ngāti Rārua area of interest** means the area of interest of Ngāti Rārua in part 1 of the attachments; and

8.7.4 **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.

8.8 The **original iwi members** of Ngāti Rārua are:

8.8.1 the individuals who settled in Golden Bay, Motueka, Whakatu and Wairau as a result of the raupatu during the 1820s and who were recorded on the title to land or reserves in the Ngāti Rārua area of interest as being Ngāti Rārua owners or occupiers of those lands or reserves, being the persons listed in clause 8.9; and

8.8.2 other persons not referred to in clause 8.8.1 but who exercised customary rights predominantly in the Ngāti Rārua area of interest at any time after 6 February 1840 by virtue of being descended from 1 or more of the recognised ancestors of Ngāti Rārua.

8.9 The persons referred to in clause 8.8.1 are:

Ani Haka	Arama
Aniwea	Arama Keteroro
Annie Matenga	Arapata
Aperahama Huitapere	Ellen Shearer
Aperahama Panekeneke	Ema Wakarei
Aperahama Tuwhakaroro	Epapara
Aperahama Te Weta	Erihapeti Rangimatoe
Apo	Eruini Taare

NGĀTI RĀRUA DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

Hakaraia Te Piki	Karoraina Rawiri
Hakopa	Kauhatu
Hakopa Hotu	Kauri Te Rangituatahi
Hamahona	Kawa
Hamaona te Wahatamuri	Kawatiri
Hamiora Haeana Pito	Kawi Te Kokora
Hamuera Pehitaka	Kereama Herangi
Hamuera Pokia	Kereihi Harapeka
Hapakuku	Kikari
Hapimana Ngapiko	Kima Pita Taitea
Hara te Hiu	Kiti Poutama
Harata Kirihau	Kiti Shearer
Harawira Hiwawa	Koha
Hare Peka	Kotukutahi
Harepeka Te Rapehi	Louise Matenga
Hariata Pepene	Maaka Ngaru
Harota Kauwhata	Mahutu Te Toko
Heimona	Makama Shearer
Hema Wirihana	Makareta Ingoingo Poharama
Hemi Tana	Makareta Riwai
Henare Te Mere	Makereta Wi Koiri
Henare Wiremu	Makiri Hone
Heni Te Huahua	Makiri Wakanui
Herehere Ngapiko	Manihera Hekeira
Herewini Pairata	Maraku Takamaiterangi
Hetaraka Herehere Herangi	Marohina
Hetaraka Patutahi	Mary Shearer (Mrs Granay)
Hikaka	Mata Munu
Hikitoa Te Hiko	Mata Te Utakau
Himona Raukawa	Matana Te Maranga
Himona Te Whakapu	Matiaha Te Arohatahi
Hinekino	Matiu Patakarae
Hipara Te Ruaki	Meihana Tupou
Hipera	Mere Kare
Hoana Rawiri	Mere Te Rongopamamao
Hoani Paratene Tamarere	Mere Te Waikaha
Hohaia Te Kahawai	Metapere Kingi Ngatuere
Hohepa Tongawera	Metapere Purihi
Hokipera Rangitapua	Mihiata Rangipokere
Hona Te Apoapo	Miriama Te Ahihurahura
Hone Pehimana	Newa
Honiana Tu Maro	Ngahuka
Hotu Poharama	Ngahurihanga Te Kiri
Huria Matenga	Ngapaki
Ihaka Pukeroa (Te Meri)	Ngapaki Par ana
Ihaka Toa	Ngapiko
Ihakara	Ngaru
Ihu	Ngaru Takirau
Kahumangimangi	Ngatuere
Kahuraupo Poria	Ngauru
Kaikopura	Niamana Te Naihi
Kairarunga	Niho
Kapurangi	Nopera Te Mura
Kapurangi Arama	Oenuku
Kapurangi Wirihana	Pahupahu
Karaitana Rawiri	Pairama Ngapongapo
Karonia Nene	Pane Taipua

NGĀTI RĀRUA DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

Paramena Haereiti	Riria (Roera) Kaipuke
Paratene Maaka	Riria Muku
Paratene Pena (Poria)	Riria Te Kahurangi
Parehanga	Riria Te Piki
Parehinga Awatea	Riria Te Ua
Paretene Kaipara	Riria Ture
Paretukunga	Riria Tutari
Peeti Taraiti	Riuta
Pene Taua	Riwai
Pene Te Poa	Riwai Ngapaki
Pepene Poharama	Riwai Turangapeke
Peteapa Rawiri	Riwaka Peeti
Peti Kurupopo	Roka Rangikaihinu
Pikiwhara Te Whawharua	Roka Tamati
Pinamu Te Iti	Roka Tana Ruka
Piripi Te Ngaohe	Rokia Henare
Pita Pehitaka	Rora Pepene
Pita Taitea	Rota
Poki Riwai	Rota To Okoiro
Poria	Rotupuhi
Porohu	Ruhia Kerei
Potaia	Ruihi Aparaeata
Puketiti Hoani	Ruihi Wirihana
Rahapa Te Poa	Ruita
Rahira Hamohono	Ruka
Rahira Hemonā	Ruka Matana
Rahira Te Whakapu	Ruka Tapiu
Rakapa Pihere	Ruka te Aratapu
Rama Tirau	Ruta Hetaraka
Ramari	Rutu Te Kahukori
Ramari Harepeka	Ta Whanganui
Ramari Tuhaka	Taare Te Ahimanawa
Rangihokaia	Tahana Te Kauhata
Ranginuia	Takarei
Rangipare	Takarei Pairata
Rangirangi	Takarei Rangikokaha
Rangiwahia te Puni	Takarei Te Whareaitu
Rawenata	Takirau
Rawinia Te Rongopamamao	Tamanawa
Rawiri Hemi Taka	Tamaranga
Rawiri Mehaka	Tamarangataua
Rawiri Te Rauhihi	Tamati Parana Ngamamaku
Rawiri Whatawharangi	Tamati Pirimona Marino
Reihana Huritapae	Tamihana Herehere Wi Piti
Reni Pairama	Tamihana Te Huirau
Rere Te Taupuru	Tana Maui
Reta Hoani	Tana Pukekohatu
Reupene Pokia	Tanu Wirihana
Reupene Wirihana	Tare Waiti Te Kaini (Taare)
Reweti Moka	Taringaroa
Rihi Puhiwahine	Taringaroa
Rina Ruka (Hinewairoro)	Taruke Maaka
Ripeka Hikoia	Te Aupouri Matenga
Ripeka Koia	Te Hamara Te Tohi
Ripeka te Koeti	Te Haniti
Ripeka Wera	Te Haranui Te Naihi
Ripene Paramata	Te Hemara Te Toto

NGĀTI RĀRUA DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

Te Iti Keepa (Te Keepa)	Tiraueke Mio
Te Hou	Tireni Turangapeke
Te Kaipuke	Titaeho
Te Karoro	Tohikore Poharama
Te Kiritahaka	Toiwi Makareta
Te Maro	Tongawera Hohepa
Te Mate Kaipuke	Hemara Te Toto
Te Maungakino	Tuhaka
Te Mira Ngawhika	Tuihana Hakaraia
Te Muu	Tukihono Wipiti
Te Naihi Kinihe	Tumanawa
Te Neko	Tumatahuna
Te Pango Joseph	Turu
Te Papa	Turu Waingarangara (or Waingarara)
Te Piki	Tururau
Te Poa Karoro	Tuwakanamua
Te Puna	Waharau Herangi
Te Raha Nopera	Waikaihinga
Te Rakaputa	Waipuia
Te Ranakitua	Wakarongotai
Te Rangiiirihau	Wera Matenga
Te Rangikokaia	Werohia
Te Rangirihau	Whaipaura
Te Rewa	Whangaingahau
Te Ruka	Wharekoka Hoani
Te Tahana	Whata Matenga
Te Tahana Kauhata	Wi Katene Heni Tipu
Te Waharau Pukekohatu	Wi Katene Paramata
Te Whataruhi	Wi Mekerei Rawiri
Te Wirihana	Wi Neira
Te Wirihana Kauhata	Wi Takirau
Te Wirihana Rauakitua	Wi Te Naihi
Teiwi Shearer	Wi Turangapeke
Teoti Wirihana	Wikirangi Rangiheke
Tepiu Te Rama	Wikitoria Te Piki
Tiemi Hapakuku	Wikitoria Tuhaha Matenga
Tihana Hakaraia	Wipiti Takarei
Tiki Hikaka	Wiremu Katene te Manu
Tiki Raruaru	Wiremu Piti
Tiki Wirihana	Wirihana Kaiwhakawa
Tini Pere	Wirihana Kauhata
Tini Te Makanga	Wirihana Ranakitua
Tioro	Wirihana Turangapeke
Tiotiana Wirihana	

ADDITIONAL DEFINITIONS

8.10 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

8.11 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED for and on behalf of THE CROWN by)
the Minister for Treaty of Waitangi)
Negotiations in the presence of:)

Christopher Finlayson

Hon Christopher Finlayson

[Signature]
Signature of Witness

Witness Name: *Glenn Webber*
Occupation: *Public Servant*
Address: *Wellington*

SIGNED for and on behalf of THE CROWN by)
the Minister of Finance only in relation to the)
indemnities given in Part 2 (Tax) of the)
General Matters Schedule of this Deed in the)
presence of:)

Bill English

Hon Simon William English

[Signature]
Signature of Witness

Witness Name: *Andrew Craig*
Occupation: *Economic Adviser*
Address: *2/68 Oman St, Well*

NGĀTI RĀRUA DEED OF SETTLEMENT

SIGNED as a deed on 13 April 2013

SIGNED for and on behalf of
NGĀTI RĀRUA
in the presence of:

)
)
)


Barry Matthew Mason



Signature of Witness

Witness Name: Hemi Sanich Toia

Occupation: General Manager, NRT

Address: 28 Grove Rd, Blenheim

SIGNED by the Trustees of
NGĀTI RĀRUA SETTLEMENT TRUST
in the presence of:

)
)
)


Amoroa Luke

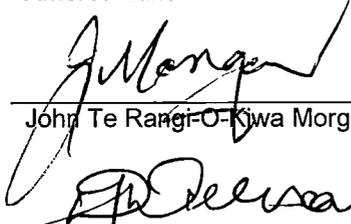


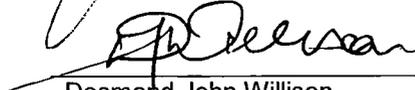
Signature of Witness

Witness Name: Hemi Sanich Toia

Occupation: General Manager

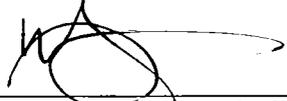
Address: 28 Grove Rd, Blenheim

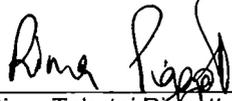

John Te Rangī-O-Kiwa Morgan

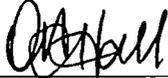

Desmond John Willison


Andrew Brian Luke


Kura Leslie Stafford


te Rehia Jane Tapata-Stafford


Rima Takutai Piggott


Olivia Alice Hall



Other witnesses / members of Ngāti Rārua who support the settlement

W Stafford
Kerpe Amohia Stafford
Corry Macdonald

Kabel Macdonald Smith

Dagmar Paki Kuminga
Kern, Carl Stafford

Una Lunniffe
Majori Macdonald
Kathie Grant
Rae Luke

Janet Dillan

Ngawhakaara

Rae Luke

Ngaio Kingi

Brian Luke
Maude Joseph
Heeni Janie Grant

Rebecca Luke

Jayden Luke

Kaher Gardner

Suzie Gardner

Pat Craven

Dorothy

Dalvin Hiroti
Carol Hedley

Berry Hedley

Other witnesses / members of Ngāti Rārua who support the settlement

Gail Macdonald.

Paul Pohoroa Ihara. Vivian A. Ikaia

Deane Senelai

Rumata ^{Rumata} ~~Law~~ of Law

Aulay Milly. P. Perry

Aulay Nardine Love
Moore Thompson

HANA STAFFORD

Liza Stafford Mita

Huke Stafford

Jean Piggott

Chris Stokes

Leah Scott

M. Hauyoka

Tara Scott

Cedric Tahiri

Noeline Hoare (Bebe)

Josmin Lindsay

Vaughan Kurogi

Emanuwarangi Morgan
Brierley Stewart
Vanessa Sommerville
Bruce Stewart

 Page 71

Other witnesses / members of Ngāti Rārua who support the settlement

Ko Kura Makere Kere Rika.
Tāhe. Piggot +
Kaciri Stephens-Semmens
Nikau Stephens-Semmens
Jackson Matapapai Pinga-Stephens

Warren Stephens
Josie Ngatai

Jacqueline Wana
Ariana Wana-Latu

~~Ranai Ap~~

Tahira Emanui Young

Brooklyn Emanui Young

Aneika Aranga Young.

Natalie Joan Archa Young

Nikora Filipe Pita Young-Afu.

Ngatai Senituli Young-Afu

Sifilisi I-Moana Young-Afu

Julia Joseph.

Harlyn Roussel

Aaliyah Roussel.

Martyn McDermott

James Schell.

Jay Parata

Wakahe Wilkie te Kahui

Maeha Stephens

Other witnesses / members of Ngāti Rārua who support the settlement

Brooklyn Serene Mac Donald - Tibble
Christina Moana Mac Donald - Tibble
Phillip Kururangi Mac Donald - Tibble
Jane Moana Mac Donald - Tibble
Delane Hugh Tibble
Lacey Maria Roussel
Houston Jim Roussel.
Miriam Ereni Stafford
Jordyn Eric Stafford
Owen Pat Stafford
Damian Tarte.
Shae Tarte
M Manora Len Newton
Tangiwai Christie
Tangiwai Christie
Moneka englebretsen
alyvia Kete.
David Michael Mason
msb


Other witnesses / members of Ngāti Rārua who support the settlement

Pui Henry

Ethan Uira Hall

Phyllis McKeech

Teri Thomas

Meechie Jante

Dawn McLaren Reeves

Teone Hall

Te Iwi Ngāro Hall

Wai Roro

Shona Thomas

Renee Thomas.

R. S. (Barney)

Mrs Martin for Tei, Daniel & Charlie, & Travis.

Te Miri Te Rangirangi Wikitonia Kete Tokerei

She Herema Kete Tokerei

Douglas Rex Kawerau

Keegan Kawerau.

Lucretia Ruki Harpokira X ~~Harl.~~ 710

Margaret Sadel

Hori Parahi Tahī

MELISSA SADO

Other witnesses / members of Ngāti Rārua who support the settlement

Sarah Jean Tah - Kowles x S. Kowles

Tyson Te Kahui Rata Nathan x J. Nathan

Judge Rose Joke

Gracie Paue

Mairangi Rishar

Jane Moran

JODI HEALY

Braxton LOPE

~~Josephine~~
Josephine Ngati Hikano

Weston JP

Callan

Alan

Jim Shannon

Paul

Israel Hebbard.

Morira Hebbard.

Stelena Matetora

Nicola Dennison

Marsha Dennison

Kate Anthony Dennison (son)

Other witnesses / members of Ngāti Rārua who support the settlement

Letoya Percival
Maryhine Ahuh
Janella Hume Keks
Aya Kikine Ahuh
Nedra Treise Ahuh
Devon William Ahuh
John Phillips
Tahlia-Rose Simmonds
Rayma-tue thater
Mylee Gordon
Pouanna Gordon-Crake
Te Atarau Gordon-Crake
Isabella Gordon-Crake
Kua. Casey.
Devon Kati.
Amaroa Kati
Pakuwera Kati
Louise Studd
Janice Job
Ngaine Kingi
Chanel Lindsay
Jasmin Lindsay

Other witnesses / members of Ngāti Rārua who support the settlement

Hughes Ngārihi Kōhau.

Sandra Lee Horne

Natanael Nelson

D-O-Horae

Lehua Kopāia Paasy

Blaze Kuiti

Karen Joyce Martin

Ale Mahinga Tehi Wharua

~~John Medall~~

Duke Medall

Meila Medall

~~S. T. R.~~

Regan Brown &

Rebecca Palmer

Blaise Brown. A

Petra Brown

J9 De Brown

Alex Brown

Cynthia Brooks (Vicery)

Other witnesses / members of Ngāti Rārua who support the settlement

Salei Morrison — Hera Morrison
— Karika Grant

Em Keepa — Amohia Keepa.

Brenda Kingi

Jarua Seland Jensen

Matai Jaky Ferguson

Michelle Kingi

John Gray

Ahikapa Kempsey ~~Ab Bengtson~~

Pohle Stephens

Hikareia Tepania Stephens

Verne Barrett-Irwin

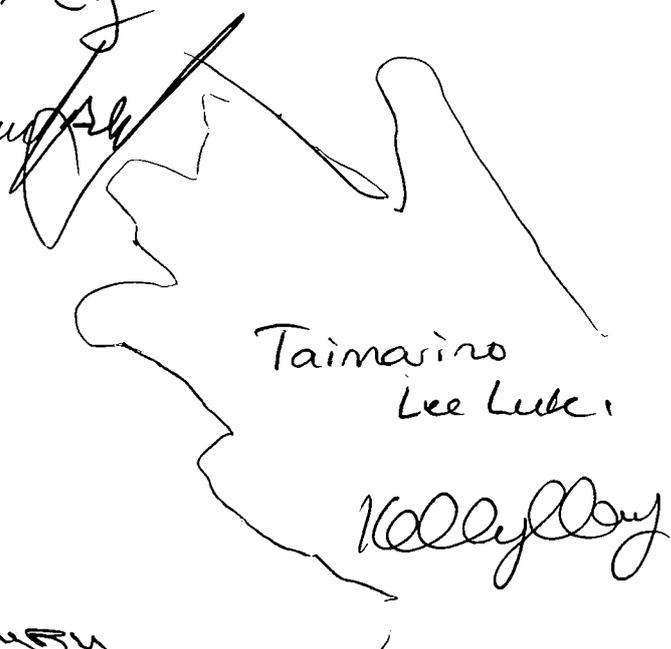
Marshall Woods

~~Alderson Harvey Rusk~~

Sue Stephens. Ropata Stephens.

Graham Ho Brooks

James Egan

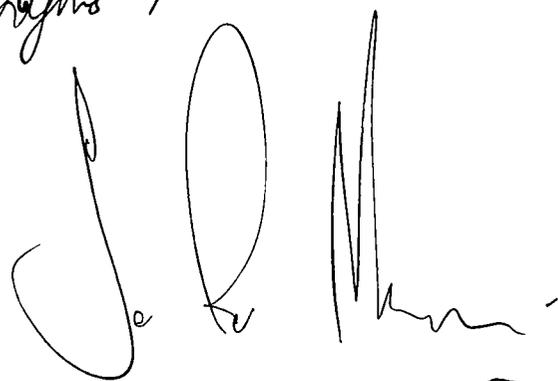


Other witnesses / members of Ngāti Rārua who support the settlement

Kirsty Wilson

Yara Lawrangahia Luke
Delane Temuera Luke

Pytho Bevan



Maipūhanga ^{Takorari} Tāua

Ngā Mihinui ~~Delane~~
Ngaro M adridge

Joseph JOSEPH THOMAS

Maia Correy Ngawhakaara Anae

Hine Luke Te Kōwhiri Tōra

Don Hill

RSM

Ki SEAN LUKE Kordae LUKE

Other witnesses / members of Ngāti Rārua who support the settlement

Dion Luke
Pancee Luke
Sativa Hikoiā Scott
Luke Ray Scott
Florence Trotter ne Keena

~~Adam~~
Cody Rewiti
Ngani Stewart
Tracey Williams
Stewart

Kylie Wilson
Hakura Pahiwi-Wilson

Alyah Gray
Peter Gray
Chris
Simonsen

Hsimonsen
TOP Y Simonsen

Simon
S J Giles
Ayle

Other witnesses / members of Ngāti Rārua who support the settlement

Natasha Willison-Reeder

Neil Clifton
[Signature]

Danielle Mete Pounamu Church

Josephine Ngawhatau Takiarī

Rihari Hemi Taharua Watson

Tegan Ripka Church

Josephine Motenui Takiarī Church

Ruini Mihi Ihāia Takiarī

Margaret Pōhe (Phillips)

Hemi Pōhe

Nicole Anya Hura nee Pōhe

• Zarah Hura

Ruby Hura

Albert Hura

[Large handwritten signature block, possibly "Joseph Stafford"]
[Signature]
[Signature]

Other witnesses / members of Ngāti Rārua who support the settlement

Sheryl Taa

Lara Aker

Moana Macdonald

MANNY
MACDONALD

JULIE TAYLOR

ANHINA MACDONALD

MIRIAM
MACDONALD

Helen Macdonald

Te Koua Rehua
Watson

H. Macdonald

Phillip Alan Emslie

Christine Mack

Other witnesses / members of Ngāti Rārua who support the settlement

Keta Shirley Jakira.

Cala Sinclair
Sharae Sinclair
Kase Holdaway
Rayne Holdaway
Reon Holdaway.

Ann McMichall

Wayne Hegarty
MAHURANGA BOTS CCCCC.

Gene Wilson
Herero willison

~~Anderson~~ Tiriana Anderson.

~~Anderson~~ Nicholas Po.
Anderson nee Roimata Roach.
Tahira Beech

Hareta Beech Love
Robin Cox

Fred Te Miki.
Uma Lewis.
Edith Nepi

