NGĀTI WHARE

and

THE SOVEREIGN

In right of New Zealand

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

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DEED OF SETTLEMENT

THIS DEED is made

BETWEEN

NGĀTI WHARE

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations.

1 BACKGROUND

THE SETTLEMENT NEGOTIATIONS

1.1 Te Rūnanga o Ngāti Whare received on 3 February 2003 a mandate from Ngāti Whare to negotiate a Deed of Settlement with the Crown. The Crown recognised this mandate on 18 November 2003.

1.2 Te Rūnanga o Ngāti Whare and the Crown have:

1.2.1 entered into:

(a) Terms of Negotiation dated 7 May 2004 (the "**Terms of Negotiation**"), specifying the scope, objectives, and general procedures for the negotiations; and

(b) an Agreement in Principle dated 19 June 2009 (the "**Agreement in Principle**"), recording that Ngāti Whare and the Crown were, in principle, willing to enter into a Deed of Settlement on the basis set out in that agreement; and

1.2.2 negotiated this Deed of Settlement.

1.3 Ngāti Whare and the Crown acknowledge that:

1.3.1 Ngāti Whare are a member of the CNI (Central North Island) Forests Iwi Collective (the "**Collective**");

1.3.2 on 25 June 2008, the Collective and Crown entered into a deed of settlement (the "**CNI Deed**") that records the financial and commercial redress that the Collective member iwi will receive in final settlement of all historical CNI forest land claims;

1.3.3 the CNI Settlement Act was enacted on 30 September 2008 to enable the financial and commercial redress referred to in clause 1.3.2 to be implemented;

1.3.4 the CNI Deed sets out acknowledgements that affect the future comprehensive settlements of the Collective member iwi and the terms of this Deed are consistent with those acknowledgements;

1.3.5 for the avoidance of doubt, reference to Collective member iwi under this clause includes Ngāti Whare; and

1.3.6 on 1 July 2009, Ngāti Whare received their share of the accumulated rental transferred to CNI Iwi Holdings Limited.

RATIFICATION OF, AND MANDATE TO SIGN, THIS DEED

1.4 Ngāti Whare have:

1.4.1 by virtue of a majority of 96.47% of the valid votes cast in a postal ballot of the Eligible Members of Ngāti Whare:

(a) ratified this Deed of Settlement; and

(b) granted Te Rūnanga o Ngāti Whare a mandate to sign this Deed on behalf of Ngāti Whare; and

1.4.2 by virtue of a majority of 96.11% of the valid votes cast in a postal ballot of the Eligible Members of Ngāti Whare ratified Te Rūnanga o Ngāti Whare as the post-settlement governance entity for Ngāti Whare to receive the Redress under this Deed.

1.5 The Crown is satisfied with that ratification and mandate.

ENTRY INTO THIS DEED

1.6 ACCORDINGLY, Ngāti Whare and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this Deed settling the Historical Claims (as defined in clauses 12.3 and 12.4).

2 HISTORICAL ACCOUNT

INTRODUCTION

2.1 This is an account of the historical events upon which the Crown's acknowledgements and apology in part 3 are based.

NGĀTI WHARE – ORIGINS

2.2 Ngāti Whare are the descendants of Toi Te Huatahi. Ngāti Whare take their name from their most prominent ancestor, Wharepakau-Tao-Tao-Ki-Te-Kapua (Wharepakau) of the ancient Tini-o-Toi, who had settled around the Bay of Plenty. After a series of heke, Wharepakau and his whānau migrated to the Rangitaiki and Te Whāiti-Nui-a-Toi area. Together, Wharepakau and his nephew Tangiharuru fought and defeated Te Marangaranga, the original occupants of the land. When the fighting ceased Wharepakau and his whānau took up residence with Te Marangaranga on lands along the Whirinaki River, bordered by a great expanse of ancient forest rich in resources. From that time the descendants of Wharepakau and Te Marangaranga adopted the name 'Ngāti Whare' in recognition of their common ancestor.

2.3 Over time the descendants of Wharepakau increased in number and prospered, and in the process formed hapū. New pā and kainga were erected. Patterns of seasonal resource use were developed through Te Whāiti-Nui-a-Toi and neighbouring areas. Strategic marriages were also made with the descendants of Tangiharuru, to whom Ngāti Whare remained closely connected, as well as with others such as the descendants of Ngā Potiki, Tuhoe and Apa Hapai-Taketake. Occasionally persons from outside hapū were invited by Ngāti Whare to reside with them and through intermarriage these groups were incorporated as new hapū into Ngāti Whare.

2.4 The hapū of Ngāti Whare comprise Ngāti Kohiwi, Ngāti Te Karaha, Ngāi Te Au, Ngāti Tuahiwi, Ngāti Whare ki Ngā Potiki, Ngāti Mahanga, Ngāti Hamua ki Te Whāiti and Warahoe ki Te Whāiti.

2.5 Ngāti Whare held their land and resources under collective tribal and hapū custodianship. Their land tenure system did not operate on fixed iwi and hapū boundaries. Ngāti Whare practiced a system where the rights of hapū or whānau to travel through, to gather resources from, to cultivate upon, or to occupy lands depended to a great extent on the genealogical, social and political relationships between different kin groups.

2.6 Ngāti Whare generally lived in peace with their neighbours. At times, however, Ngāti Whare hapū fought against their neighbours and sometimes they allied with their neighbours against common foes. In the 1820s Ngāti Whare were drawn into the wars which ranged throughout New Zealand, as access to muskets upset existing relationships between hapū and iwi. The disruption caused by the fighting and the complex alliances that were made and remade in this period was considerable. By the mid 1830s more stable relationships between Ngāti Whare and their neighbours were reinstated, often with the assistance of peace-making marriages. Ngāti Whare continued to occupy their lands largely as before.

2.7 Ngāti Whare did not sign the Treaty of Waitangi. Ngāti Whare visited places of early European settlement, such as Whakatane, Tūranganui-a-Kiwa and Ahuriri in the Hawkes Bay where they were exposed to new ideas and practices such as literacy. They also worked and traded goods in the developing colonial economy.

2.8 In the two decades following the signing of the Treaty of Waitangi the Crown did not try to exercise any form of authority in the Urewera region, including over Ngāti Whare. Ngāti Whare did not sell any of their land. The only European presence was the missionary James Preece and his family, from 1847 to 1852, who resided on land that Ngāti Whare gifted near their kainga Ahikereru. After Preece's departure Ngāti Whare continued to practice the Christian faith, lead by their own teachers.

WAR IN THE WAIKATO

2.9 The first visit by a government official to the area took place in 1862. It was only after war broke out between the Crown and Māori in the early 1860s in Taranaki and later in the Waikato that the arrival of the Crown had any real impact upon Ngāti Whare. Following the Crown's unjust invasion of the Waikato in 1863 the Kingitanga was pushed down the Waikato River. In early 1864, senior emissaries of the King sought support from the tribes of Te Urewera. Ngāti Whare and Ngāti Manawa held a hui and decided that the two iwi would divide, one to go with the Māori King, the other to go with the government. In late March 1864 approximately 20 Ngāti Whare went to the Waikato and fought with their whanaunga against the Crown at Orakau. A number of Ngāti Whare people were killed but others managed to return home. Ngāti Whare had no further involvement in the Waikato War.

PAI MĀRIRE

2.10 In 1862, the Taranaki spiritual leader Te Ua Haumene developed the peaceful, biblically based doctrines of the Pai Mārire faith. In the context of warfare his doctrines were misinterpreted and misapplied by some of his emissaries. In February 1865 a group of Pai Mārire emissaries, including Kereopa Te Rau and Patara Raukatauri, arrived at Tauaroa pā near Te Whāiti en route to Tūranga. Te Urewera Māori were divided on

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whether to accept the new religion. Many Ngāti Whare embraced its teachings while other iwi rejected them.

2.11 Kereopa and Patara proceeded to Whakatane and Opotiki later that month and on 2 March 1865 Kereopa led the group that killed Reverend Volkner at Opotiki. Ngāti Whare played no part in his death. In April 1865 the Government proclaimed that it would use all the means in its power to suppress Pai Mārire and called upon all "well disposed" persons to assist them.

2.12 In June 1865, members of Ngāti Whare and another iwi resolved to accompany many of the Pai Mārire emissaries back to the Taranaki region. Ngāti Manawa, who had previously warned Pai Mārire not to enter their rohe, sought to stop them. They fortified Te Tāpiri and demanded to know the whereabouts of Kereopa. Ngāti Whare and their allies took offence at these actions and besieged Te Tāpiri. Over the period of a fortnight reinforcements arrived to support the besiegers. Kereopa was with one of these groups. After some fighting and loss of life on both sides, the defenders evacuated the pā and escaped to Rotorua.

2.13 In July 1865, a Crown commander visited the recently erected Ngāti Whare pā at Te Whāiti called Te Harema. He concluded that Ngāti Whare were not taking any further role in Kereopa's campaign. Kereopa remained in the region until his capture in late 1871. Ngāti Whare continued to practice the Pai Mārire faith and lived in relative peace for three years.

WAR AND DESTRUCTION 1869-1871

2.14 In June 1868 Te Kooti Arikirangi Te Turuki led the escape of several hundred Māori, who had been held for two and a half years without trial on the Chatham Islands following fighting on the East Coast between Crown forces and Pai Mārire adherents. Te Kooti and his followers (known as the Whakarau) landed south of Tūranga and hoped to find sanctuary in Taupo.

2.15 The Crown set out to apprehend the Whakarau and a number of skirmishes were fought through July and August 1868. Te Kooti attacked Matawhero in early November 1868, where a considerable number of Māori and Pākeha men, women and children were killed. Following this Crown forces besieged and defeated the Whakarau at Ngatapa pā. Some escaped, but a considerable number of Māori men, women and children were killed. This included the execution of prisoners by Crown forces without trial.

2.16 In January 1869, Te Kooti sought refuge in the Urewera region. Ngāti Whare joined neighbours in an agreement to support Te Kooti and his followers seeing him as a prophet and identifying with the injustice of his

detention without trial by the Crown. Some Ngāti Whare took part in an attack, led by Te Kooti, on Mohaka in April 1869, in which a significant number of Māori and Pākeha men, women and children were killed. Following this the Crown planned a three-pronged military operation into Te Urewera in an effort to capture or kill Te Kooti and to punish those who supported him.

2.17 In pursuit of Te Kooti, a Crown force led by the same officer who had overseen the execution of prisoners at Ngatapa, made a surprise attack on the Ngāti Whare pā Te Harema at Ahikereru on 6 May 1869. Te Kooti was not there nor were most of the Ngāti Whare fighting force. In total five or six Ngāti Whare men were killed. Some were shot as they resisted the attackers, while others were shot down as they tried to retreat from the pā "hampered with their women and children". Some of the men shot were elderly. A few men managed to escape. As many as 50 women and children were taken prisoner.

2.18 According to Ngāti Whare oral tradition, women were raped in the attack and as a consequence some committed suicide by drowning themselves in the Whirinaki River. The captured women and children were handed over to Māori troops fighting alongside the Crown, and taken from their rohe. The Commander of the Crown forces commented that he had done this "so that this hapū will be destroyed." Those Ngāti Whare remaining in Te Urewera were told that they could surrender and join their women in exile, where they were to remain. Te Harema pā was destroyed, leaving it in a "mass of flames". The Crown forces also looted and destroyed all other kainga, cultivations and provisions in the valley.

2.19 Members of Ngāti Whare accompanied Te Kooti to Taupo and Te Rohe Potae during 1869 and 1870, where Te Kooti sought an audience with the Māori King. King Tawhiao refused to receive him. Te Kooti and his followers, including some members of Ngāti Whare, subsequently fought Crown forces at Te Ponanga and Te Porere before being pursued around the central North Island and slipping back into Te Urewera on 8 February 1870.

2.20 Te Kooti was never captured, but was pardoned in 1883 and returned to Te Whāiti in 1884 to acknowledge those who had sheltered him by opening the new meeting house, Eripitana.

2.21 During early 1870 the members of Ngāti Whare who accompanied Te Kooti returned to Ahikereru. Crown officers then negotiated with Ngāti Whare to surrender. The Defence Minister offered immunity from prosecution to those who did so voluntarily. They had to surrender their weapons and leave Te Urewera. On 25 April 1870, 18 Ngāti Whare surrendered including six men, three women and nine children. On 20 May 1870, the Ngāti Whare chief Hapurona Kohi surrendered, taking the remaining Ngāti Whare with him. They joined the prisoners taken at Te Harema and were placed under the control of Crown allies at Te Pūtere.

2.22 While kept at Te Pūtere, Ngāti Whare had to supplement insufficient government rations by growing and catching their own food, despite the limited and poor quality of the land made available to them. In February 1871, Hapurona Kohi and Hamiora Potakurua complained of their difficulties producing food at Te Pūtere. The Defence Minister promised officials would look for other land and said that "they should have a supply of clothing and also of food." The Minister informed chiefs at Te Pūtere that they could return home on 15 April 1872. Ngāti Whare gradually returned to Te Whāiti between 1872 and 1874.

2.23 Some Ngāti Whare women remained near the coast because of the shame they felt in consequence of the circumstances of their capture and imprisonment.

2.24 The Ringatu Church, established by Te Kooti, spread through the region and Pai Mārire was abandoned.

2.25 In 1872 Urewera hapū and iwi established a confederation – Te Whitu Tekau – to coordinate decision-making in the region. Ngāti Whare participated in and usually supported the confederation. It objected to lands being surveyed and title being determined by the Native Land Court, as in other places this had lead to land alienation.

THE NATIVE LAND COURT AND CROWN PURCHASING

2.26 The Native Land Court was established under the Native Land Acts of 1862 and 1865 to determine the owners of Māori land "according to Native Custom" and to convert customary title into title derived from the Crown.

2.27 The Court's investigation of title for land could be initiated with an application in writing by any Māori. The Court did not act on all applications but in some instances surveys or investigations of title proceeded without the support of all of the hapū who claimed interests in the lands. In most cases the land was surveyed and then the Court would hear the claims of the claimants and any counter-claimants. Those the Court determined were owners received a certificate of title.

2.28 In the late 1870s the Native Land Court began to investigate title to lands along the western side of Te Urewera. These lands became known by the block names Heruiwi, Heruiwi 4, Kaingaroa 1 and 2, Kuhawaea, Whirinaki, Rūnanga, Pukahunui and Pohokura.

2.29 Ngāti Whare maintained opposition to the Court and did not actively participate in hearings or contest the title investigations, even though they had interests in these blocks. Ngāti Whare interests were later acknowledged by a leading rangatira of another iwi that was awarded a share of the titles to most of these blocks. The Native Land Court awarded all the blocks to other iwi, even though:

- a rangatira of another iwi claimed Heruiwi 4 in 1890 on behalf of Ngāti Whare as well as his own iwi;
- Ngāti Whare representatives were originally proposed for inclusion on the Kaingaroa 1 block title;
- a Ngāti Whare ancestor was named as being associated with the Kuhawaea block; and
- Ngāti Whare were named by the representative of another iwi as having interests in the Pohokura block.

2.30 Some Ngāti Whare names were included in the titles to most of these blocks when other iwi chose to include them in the lists of owners they handed into the Court. While these individuals were possibly seen as representatives of Ngāti Whare interests, or the interests of Ngāti Whare hapū, they did not in law have a trustee capacity for all Ngāti Whare.

2.31 Following the Native Land Court hearings those awarded interests in the blocks sold much of the land to the Crown. Kuhawaea 1 block was sold to a private purchaser, as were parts of Pukahunui, Pohokura and Kaingaroa 2 blocks. In 1907 a Ngāti Whare rangatira denied that Ngāti Whare received any money from these sales. The rapid alienation of these blocks left Ngāti Whare eager to protect their remaining lands from sale.

THE SEDDON AGREEMENT 1894-1895 AND THE UREWERA DISTRICT NATIVE RESERVE ACT 1896

2.32 In 1894 a delegation led by Premier Richard Seddon travelled through Te Urewera. Seddon wanted to hear the views of Urewera groups on a range of issues. All land in Te Urewera was still held under Māori customary title and Seddon also wanted to explain Crown policy on issues relating to Māori land and prosperity, in particular in relation to the determination of title. When visiting Ngāti Whare, Seddon argued that benefits would flow to Ngāti Whare if title to their lands was determined. He stated that the Crown would act as a 'protector' for Ngāti Whare, as set out in the Treaty of Waitangi. Ngāti Whare responded positively to these suggestions and agreed to enter further discussions.

2.33 Crown officials met with Te Urewera leaders in Ruatoki in January 1895 and advised that trigonometrical survey work would be carried out through Te Urewera in the near future. Survey work began in April 1895. Ngāti Whare and other Urewera Māori were fearful that consequences of the surveying would be land loss. Ngāti Whare obstructed the survey party at Te Whāiti. The Crown responded by sending soldiers to occupy Te Whāiti among other places.

2.34 These events served as a catalyst for meetings in September 1895 between the Crown and Urewera leaders. Te Urewera leaders sought

self-government and protection of their lands from alienation. The Premier offered Ngāti Whare and other Urewera Māori:

- a specially constituted Native Reserve;
- provisions for the election of a General Committee and local hapū-based Committees for self government;
- a process of land title investigation with a government-appointed commissioner working with owners to assist in defining the outer boundary of the Reserve and hapū boundaries;
- assistance to prospect for gold and other minerals with a promise of royalties; and
- the provision of schools and teachers.

2.35 Decisions for the use and alienation of land would be made collectively and according to Māori custom. Seddon also made statements about protecting birds and forests and providing trout to stock waterways.

2.36 Parliament enacted the Urewera District Native Reserve Act 1896 to give effect to these agreements. The Act provided for an alternative to the Native Land Court to determine ownership of customary lands in a reserve of 656,000 acres, including the remaining lands of Ngāti Whare. Title was to be held at hapū level and would be determined by a Commission, comprised of five Tūhoe and two Pākēha commissioners. The Crown would pay the survey and other costs involved in determining title. In addition, local block committees would be set up to administer land and a General Committee established to deal with local affairs including making decisions about the alienation of land.

2.37 Ngāti Whare believed this system would protect their lands in the Reserve from sale.

TE WHĀITI - TITLE DETERMINATION

2.38 The determination of land titles by the two Urewera Commissions was a drawn out process and proved difficult for Ngāti Whare. The first Urewera Commission investigated title to a series of blocks around Te Whāiti in 1901-1902. The Te Whāiti block was awarded to Ngāti Whare and another iwi, with a third iwi missing out. Other blocks around Te Whāiti included the Maraetahia, Otairi and Tawhiuau blocks, which were separately awarded to hapū of Ngāti Whare and another iwi.

2.39 The Second Urewera Commission (1906-1907) heard nineteen appeals against the Te Whāiti block award. The original title was overturned. Ngāti Whare and the neighbouring iwi who had been excluded in 1902 were together awarded title. In total 318 Ngāti Whare individuals were

granted title, along with 189 individuals from the neighbouring iwi. The Commission rejected some of the names Ngāti Whare put forward for inclusion on the title. In 1913 the Native Land Court on appeal added a further 65 Ngāti Whare names to the title.

IMPLEMENTATION OF THE UREWERA DISTRICT NATIVE RESERVE ACT

2.40 The key aim of the Urewera District Native Reserve Act was to establish local Māori governance but no formal body was established for more than a decade. There was also considerable delay in establishing functioning Block Committees. In 1902, the first Urewera Commission appointed provisional block committees. They were not subsequently approved by the Crown because of the outstanding appeals to the Commission's decisions on owners. A second group of provisional block committees were approved after the publication of the Commission's 1907 awards.

2.41 The Crown subsequently amended the Act in ways which undermined the system of self-government it provided for the Reserve. The first General Committee was elected in 1908. Later that year the Crown gave itself power to appoint and dismiss members of the Committee. Coupled with other amendments, this undermined the original democratic structure of the Reserve.

2.42 The Crown appointed a Urewera General Committee, which included Wharepapa Whatanui of Ngāti Whare, as the governing body of the Reserve in March 1909. The Crown made no move to assist the Committee to prepare regulations for the running of the Reserve.

2.43 In 1909 legislation was enacted empowering the Crown to declare individual blocks in the Reserve subject to the jurisdiction of the Native Land Court. Ngāti Whare were not consulted over these amendments to the 1896 Act.

NGĀTI WHARE IN THE EARLY 20TH CENTURY

2.44 Ngāti Whare suffered poverty in the early twentieth century. Regular food shortages, combined with poor housing, exacerbated the impact of introduced diseases such as influenza, smallpox, measles and typhoid. Aside from seasonal work outside Te Urewera there were few sources of income available to Ngāti Whare. In 1898 a series of unseasonal frosts swept through Te Urewera leading to total crop destruction.

2.45 Other crop failures took place periodically to the 1910s, creating an environment of considerable economic and social stress for Ngāti Whare. Teachers at Te Whāiti Native School regularly informed the Crown about such issues.

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2.46 Ngāti Whare were, however, asset rich in the timber that grew on the Te Whāiti block. From the later nineteenth century they sought opportunities to sell some of the timber to generate an income, including limited harvesting of totara for fence posts. In 1909 Te Whāiti owners negotiated the sale of timber cutting rights with a private party, with the intention of establishing a saw mill. However, the Crown prevented the sale.

TE WHĀITI BLOCK - PURCHASE

2.47 In 1910 some Ngāti Whare offered to sell 6000 acres in the Te Whāiti block to the Crown. The Crown wanted to secure land in the area and agreed to advances of two shillings per acre. That year, a Crown adviser suggested that the Te Whāiti block be subdivided to end disputes between Ngāti Whare and the other iwi with whom they shared the block. In 1913 the block was partitioned and Ngāti Whare received Te Whāiti 1 block of 45,048 acres.

2.48 Ngāti Whare continued to pursue their economic options, taking their timber selling proposal to two meetings of the General Committee in 1914. The General Committee approved their proposal in April 1914, but the Crown did not endorse their decision effectively preventing the lease from taking place.

2.49 Later that year, the Crown started purchasing the land interests of individuals in Te Urewera without seeking approval of the General Committee. This was illegal under the Urewera District Native Reserve Act. The Crown's land purchase agent was informed by the Native Department that future legislation would be required to "validate these purchases, the present state of the law plainly requiring that all purchases should be made through the General Committee of the Urewera Natives".

2.50 In May 1915 the Crown resolved to purchase the Te Whāiti blocks. The Crown's decision to purchase individual shares in the two Te Whāiti blocks prevented private leases from being completed and thus prevented Ngāti Whare from gaining any direct economic benefit from their land, other than sale to the Crown, for well over a decade.

2.51 Under the Urewera District Native Reserve Act, the final say in leasing and sale of the land or its timber was held by the General Committee. The law required the Crown to hold a meeting of the assembled owners of a land block, before beginning negotiations to purchase individual interests in the land. The Crown did not hold such a meeting in its negotiations for Te Whāiti and nothing was done to ensure that those selling their interests were left with sufficient land for their subsistence.

2.52 Through the period of Crown purchase the Crown used a number of techniques to maximise sales in the Te Whāiti blocks. Resident non-sellers were actively restrained by the Crown from cutting timber for fence

posts. The Crown worked to prevent hearing of applications made to the Māori Land Court by non-selling owners to partition out their interests so that they could utilise their own land as they saw fit. Absentee owners were more likely to sell their interests, although a good number of resident owners sold part of their interests. Such sales were likely driven by economic necessity.

2.53 In 1916 legislation was enacted that allowed the Crown to purchase individual interests in the Reserve. In 1921 further legislation was enacted to retrospectively legalise Crown purchases in Te Urewera, including purchases in the Te Whāiti block. The General Committee was not consulted on these departures from the 1895 agreement and its powers were extinguished in the 1921 legislation.

2.54 The Crown's purchase of Te Whāiti 1 was based on its 1915 valuation of £18,687 for the 45,048 acres or 8s 3d per acre. The valuation was not tested on the open market and there was no independent review of the valuation. The owners considered the land and its timber were worth between £5 to £10 per acre, while the Crown land purchaser considered Ngāti Whare had "a very exaggerated idea of the value" of the timber. The value attributed to the land by the Crown was the value at which purchases were made.

2.55 Surveys undertaken in the 1990s revealed the 1915 valuation had considerably underestimated the amount of productive timber on the block and overstated the development costs of the land. There is no evidence that the Crown deliberately underestimated the volume of timber on the block, but it benefited from a poor valuation. Ngāti Whare owners later protested the low valuation given for the timber.

THE UREWERA CONSOLIDATION SCHEME

2.56 By 1919 the rate of sale of individual interests in the Reserve had decreased considerably. The Crown's policy of acquiring individual interests in blocks throughout the Reserve had left both the Crown and Māori without clear title to any blocks and unable to develop the land they owned. Both faced expensive and extended court processes to partition out their respective interests. The Crown continued purchasing interests in the Te Whāiti block, but also began organising a scheme to consolidate interests throughout the Reserve to create economic units for Māori non-sellers and incoming settlers. It also aimed to set aside areas for soil conservation and scenic reserves.

2.57 Under the scheme individual owners had their interest in blocks across the Reserve consolidated into what were expected to be whānau blocks in single locations. Because most Ngāti Whare non-sellers only had interests in the Te Whāiti series blocks, an attempt to shift them to blocks where they had no customary interests failed. Non-sellers in the Te Whāiti

series blocks were eventually consolidated into 10 groups in subdivisions, as well as residue blocks.

2.58 The Ngāti Whare and other non-sellers were awarded 14,466 acres of the original 71,340 acre block. This was later reduced to 10,840 acres to cover costs of survey and roads. The Urewera District Native Reserves Act had sought to avert such losses. The Crown was awarded almost all of the valuable timber land in the Te Whāiti block.

2.59 In 1926 titles were awarded. Ngāti Whare were then able to utilise the resources on their remaining land. In 1928 they began selling timber cutting rights to commercial millers.

TE WHĀITI 1930s AND 1940s

2.60 In 1928 the first sawmill opened at Te Whāiti. At this time the Crown had granted the Waiariki District Māori Land Board authority to grant cutting rights over Ngāti Whare owned lands. Neither the Board nor the sawmillers gained the consent of the Commissioner of Forests, whose written consent was required before cutting on Māori land took place. Ngāti Whare notified the Crown that the millers were cutting timber in a wasteful way. The Commissioner of Forests considered the owners had been treated unfairly and "that this invalid contract should be terminated as soon as possible." However, neither the Māori Land Court nor the Forest Service intervened to safeguard the interests of landowners. Consequently the amount of saleable timber on Māori owned land at Te Whāiti decreased rapidly in the first years of the Depression. The State Forest Service withheld its consent when another private company applied for cutting rights so the mill remained the only company allowed to mill at Te Whāiti.

2.61 In 1935 Crown officers recommended that all felling in Te Urewera stop, except in the Whirinaki Valley in which the Te Whāiti block sat. The officers also suggested that Māori should be compensated adequately if they were prevented from logging their forests. In 1936 the Crown offered to purchase the Te Whāiti Residue No. 2 block from Ngāti Whare to preserve the forest. Landowners expressed distrust because of past Crown actions and did not want to sell their lands.

2.62 In 1938 landowners accepted a Crown offer to exchange the Te Whāiti Residue B block for nearby Crown land that was suitable for farming but which was lying idle. Māori landowners wanted to proceed immediately. For 15 years the Crown promised to exchange the Te Whāiti Residue B block and neighbouring Māori blocks with Crown land, but this never transpired. Ngāti Whare finally sold cutting rights on the Te Whāiti Residue B in 1954.

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THE FOREST SERVICE AND THE ESTABLISHMENT OF MINGINUI

2.63 In the 1930s the State Forest Service, concerned about the destructive practices employed by private saw millers, decided to carry out its own logging using a system of selective logging to manage the forest on a sustained yield basis. The scheme began in 1938 in podocarp stands in the Whirinaki valley on the border of State Forest 58.

2.64 The Forest Service established a model village at Minginui in 1948. By mid-1950, 69 houses had been built, and by 1980 there were a total of 94 houses at Minginui. Between 1951 and 1981 Minginui supported a population that fluctuated between 374 and 444 persons.

2.65 The Forest Service contracted to supply timber to three privately-owned saw mills in 1946. The demand for timber continued after World War II and in 1950 the Forest Service completed a management plan. Endorsing the ongoing felling of podocarp timber, it aimed to retain the viability of forests and the communities that depended on them.

2.66 The Forest Service administration of Minginui from the late 1940s to 1984 had a positive impact on Ngāti Whare's social and health conditions, with improved social and health services, good employment, better housing and new schools.

TE WHĀITI-NUI-A-TOI FOREST

2.67 From the 1940s to the 1960s Ngāti Whare were keen to develop their remaining lands and sought to have them included in Crown operated development schemes for Māori owned land. Because of the small amount of land left in Ngāti Whare ownership and the prioritisation of areas where greater levels of Māori land was retained, the Crown did not begin assisting Ngāti Whare in this way until the 1970s.

2.68 The Crown began drafting plans to develop Te Whāiti lands from 1971. By this time the Crown considered that Ngāti Whare's remaining land would be more suited to forestry than pastoral farming. At this stage Ngāti Whare hoped to use exotic forestry to fund much needed repairs to their marae, promote tribal employment, protect their wāhi tapu and gain an income from the land. For its part, the Crown wanted to utilise underdeveloped Māori land, make a profit from the trees, provide a return for the owners and enhance the recreation and environmental value of the land.

2.69 In January 1974, the Māori Land Court consolidated much of the remaining Ngāti Whare land in a new block, named Te Whāiti-Nui-a-Toi. The Court vested the 7,777 acre block in the Māori Trustee under section 438 of the Māori Affairs Act 1953. Out of this block, 4,983 acres were to be leased for forestry purposes. The remaining acres, unsuitable for

forestry or farming due to their broken and steep nature, were to be used and managed or alienated at the discretion of the Māori Trustee.

2.70 The Māori Trustee negotiated the forestry lease on behalf of the owners. Ngāti Whare needed revenue for their marae and could not wait until the trees were harvested 30 years later. Nor did they want to lose control over their lands for the usual period in forest leases of 99 years. Six of the beneficial owners were Advisory Trustees to the Māori Trustee, but they were not always kept informed of key developments.

2.71 For most of the negotiations the draft lease included provisions for Ngāti Whare and the Crown to share profits from the harvest of the trees, while also providing some income for the owners in its early years. Without any explanation being made to the Advisory Trustees, profit sharing provisions were dropped from negotiations in August 1975. At that time New Zealand was facing rising and unprecedented inflation.

2.72 The final 1976 lease was for 66 years, had no provision for profit sharing and paid the Ngāti Whare owners $8,100 per annum for the whole term of the lease adjusted annually by the Consumer Price Index (CPI). The lease did not contain a rental review clause. It was the only CPI adjusted rental lease entered into between the Crown and Māori. In August 1989 the Māori Land Court ordered the transfer of the Te Whāiti-Nui-a-Toi lease from the Māori Trustee to beneficial owner Trustees, establishing the Te Whāiti-Nui-a-Toi Trust in the process.

2.73 From 1994 the rapid acceleration of land values, relative to consumer prices, meant that the Te Whāiti-Nui-a-Toi owners' return was significantly lower than that received by other forestry owners. As a result, the lease did not benefit the owners as much as anticipated. The Trustees were finally able to re-negotiate an improved lease with the Crown in 2007.

THE END OF THE FOREST SERVICE AND THE HANDOVER OF MINGINUI

2.74 In 1984 the Whirinaki Conservation Park (commonly referred to as the Whirinaki Forest Park) was established and shortly thereafter the Crown stopped the felling of indigenous timber. From early 1985 the Forest Service was restructured, ultimately into three new organisations: the Ministry of Forestry, the New Zealand Forestry Corporation and the Department of Conservation. In 1987 most of the Whirinaki Conservation Park was transferred to the Department of Conservation to be preserved as an ecological reserve. The balance of the Park was allocated to ongoing commercial use under the Crown Forestry Licence regime set out in the Crown Forest Assets Act 1989.

2.75 The New Zealand Forestry Corporation, established on 1 April 1987, did not wish to provide housing for their employees and support forestry

communities such as Minginui. Minginui residents who had been employed by the Forest Service were no longer required. There were significant job losses as a result. Unemployment in Minginui was recorded at 51 percent in April 1987 and estimated at 95 percent in late 1988 after the last private mill closed. Many of those made redundant were Ngāti Whare.

2.76 After four decades of relative prosperity, only a handful of Ngāti Whare were able to earn a living in their own rohe. Many left and those who chose to remain on their traditional lands became, and remain, largely dependent on benefits. This, and a dramatic decline in services, had a significant impact on Ngāti Whare and the community, including greater poverty and poorer health conditions.

2.77 In 1987, the Crown and Ngāti Whare began discussions on the future of Minginui Village. Ngāti Whare wanted to regain ownership of their ancestral land. They also wanted to protect the houses in the village and to administer it as a papakainga. The Crown sought to support Māori living on their tribal lands and avoid the considerable social costs of relocating the community. Minginui's infrastructure (roads, footpaths, sewerage system, stormwater, water supply and street lighting) was below government standards. The Whakatane District Council was reluctant to take over administration of the village if these deficiencies were not addressed. The Crown was aware that the cost of bringing the town's infrastructure up to standard was estimated at over a million dollars.

2.78 In March 1988, the Te Whāiti-Nui-a-Toi Trust in conjunction with the Minginui Village Council sought to take over the running of the village. The Crown agreed. On 29 March 1989, the Māori Land Court vested Minginui in Wharepakau, the eponymous ancestor of Ngāti Whare. A new body – the Ngāti Whare Trust – was established to hold the land, with day to day operations being carried out by a subsidiary, Minginui Village Council Ltd.

2.79 Minginui Village did not prosper after 1989. The Crown made a $100,000 contribution for the upgrading of infrastructure, but the Trust responsible for administering Minginui Village had few resources to meet infrastructure needs. Infrastructure problems identified in 1987 went largely unaddressed for twenty years. Ngāti Whare have sought for a number of years to engage with the Crown about the ongoing socio-economic and infrastructural needs of Minginui Village. The Crown and Ngāti Whare are currently working on resolving these issues.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges:

3.1.1 that it has failed to address the longstanding grievances of Ngāti Whare in an appropriate way and that recognition of these grievances is long overdue;

3.1.2 that Ngāti Whare did not sign the Treaty of Waitangi in 1840 and that by 1864, when Ngāti Whare were involved in fighting against the Crown alongside the Kingitanga, Ngāti Whare and the Crown had not established a relationship from which Ngāti Whare felt a meaningful duty of allegiance to the Crown could be derived;

3.1.3 that from 1868, war was brought to Te Urewera as the Crown sought to apprehend Te Kooti and Ngāti Whare chose to support Te Kooti, seeing him as a prophet and identifying with the injustice of his detention without trial by the Crown;

3.1.4 that its actions during and after its 1869 attack on Te Harema pā including:

(a) the killing of elderly men who were trying to take the women and children to safety;

(b) the destruction of the pā and taonga, and all the nearby cultivations;

(c) the failure to properly monitor and control the actions of its armed force;

(d) the handing over of women and children to traditional enemies of Ngāti Whare and their exile from their rohe, which facilitated the permanent dislocation of some members of that community;

(e) the failure to provide sufficiently for all those kept in exile at Te Pūtere; and

(f) that Ngāti Whare were not compensated for the impacts of any excessive Crown actions,

had a destructive effect on the mana, social structure and well-being of Ngāti Whare. The Crown acknowledges that its conduct showed reckless disregard for Ngāti Whare, went beyond what was necessary or appropriate in the circumstances and was in breach of the Treaty of Waitangi and its principles;

3.1.5 the sense of grievance suffered by Ngāti Whare and the distress to generations of Ngāti Whare who have carried the stigma of being labelled rebels by the Crown;

3.1.6 the native land laws introduced from the 1860s required iwi to participate in title investigations by the Native Land Court to protect their interests in lands;

3.1.7 Ngāti Whare, due to their allegiance to Te Whitu Tekau, consistently opposed the introduction and operation of the native land laws and did not participate in the Native Land Court processes as an iwi for lands in which they had mana/ahi kaa;

3.1.8 Ngāti Whare's non-participation resulted in their rights to these lands not being fully recognised;

3.1.9 Ngāti Whare's non-participation resulted in Ngāti Whare being deprived of access to their traditional sources of food and to resources that might have been developed in future years;

3.1.10 it failed to consider the impact of Ngāti Whare's non-participation in the Native Land Court processes on them and did not act to remedy the prejudicial effects on Ngāti Whare. In so doing the Crown failed to actively protect the interests of Ngāti Whare in land they wished to retain and this was a breach of the Treaty of Waitangi and its principles;

3.1.11 that its 1894 - 1895 discussions with Ngāti Whare and other Urewera Māori were conducted in good faith by both parties. The resulting Urewera District Native Reserve Act 1896 sought to promote tribal autonomy, good governance and to protect land ownership;

3.1.12 that in implementing the Urewera District Native Reserve Act 1896, the Crown:

(a) failed to establish an effective system of local land administration and local governance;

(b) made unilateral changes to key parts of the legislation without effective consultation with Ngāti Whare;

(c) undermined the governance of the reserve and circumvented the protective mechanisms of communal decision making by commencing the purchase of individual interests within the Te Whāiti block between 1915 and 1921 without the collective control of its actions by the General Committee; and

(d) hindered Ngāti Whare from commercially exploiting the timber on their land or partitioning their interests from those of the Crown prior to the introduction of the Consolidation Scheme in 1921.

3.1.13 that these actions undermined the Crown's relationship with Ngāti Whare and were a breach of the Treaty of Waitangi and its principles;

3.1.14 that its purchasing of individual interests in the Te Whāiti block left Ngāti Whare virtually landless and that their land holdings were further diminished as a result of the Urewera Consolidation Scheme when the Crown required those Ngāti Whare who managed to retain their lands to pay for survey and roading costs in land;

3.1.15 that the cumulative effect of its actions has alienated Ngāti Whare from their lands hindering their economic, social and cultural development. The Crown acknowledges that its failure to ensure that Ngāti Whare retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles;

3.1.16 that the people of New Zealand benefited from the milling of timber on lands alienated from Ngāti Whare and that, following the creation of Whirinaki Conservation Park in 1984, all of New Zealand has benefited from the preservation of the native forest and promotion of the conservation of those lands;

3.1.17 the generosity of spirit shown by Ngāti Whare in their desire to ensure ongoing public access and use of the Whirinaki Conservation Park;

3.1.18 that Ngāti Whare sought its assistance to develop their remaining land from the 1940s and that the original Te Whāiti-Nui-a-Toi lease that was agreed in 1976 for this purpose did not benefit Ngāti Whare as anticipated; and

3.1.19 that its cessation of indigenous logging in the Whirinaki Forest and its subsequent corporatisation of the New Zealand Forest Service resulted in high unemployment rates for Minginui Village,

a significant decline in services and an increase in poverty. This had a devastating and lasting impact on Minginui Village and the people of Ngāti Whare, which was compounded by the return of Minginui Village to Ngāti Whare without adequate resources or support.

APOLOGY

3.2 The Crown recognises that until now it has failed to address the long standing grievances of Ngāti Whare in an appropriate way and that the Crown's recognition of these grievances is long overdue. Accordingly, the Crown makes the following apology to Ngāti Whare and to their ancestors and descendants.

3.3 The Crown profoundly regrets and unreservedly apologises to Ngāti Whare for the breaches of the Treaty of Waitangi, and its principles, acknowledged above.

3.4 The Crown deeply regrets the loss of lives, destruction and harm inflicted on Ngāti Whare during and after its 1869 attack on Te Harema pā and unreservedly apologises to Ngāti Whare for its actions.

3.5 The Crown regrets that Ngāti Whare have borne the stigma of being labelled rebels.

3.6 The Crown profoundly regrets and apologises for the cumulative effect of its actions and omissions over generations which have resulted in the virtual landlessness of Ngāti Whare to the present day.

3.7 The Crown apologises to Ngāti Whare for the detrimental effects of its actions on them, their access to customary resources and significant sites, their economic and social development, and their physical, cultural and spiritual wellbeing.

3.8 Through this apology the Crown seeks to atone for these past wrongs, restore its honour which has been tarnished by its actions, and begin the process of healing. The Crown looks forward to building a lasting relationship based on mutual trust and cooperation with Ngāti Whare.

4 THE SETTLEMENT

DEFINITIONS

4.1 In this Deed:

4.1.1 Ngāti Whare is defined in clause 12.1;

4.1.2 Historical Claims are defined in clauses 12.3 and 12.4; and

4.1.3 other defined terms are set out in clause 12.5.

THE HISTORICAL CLAIMS ARE SETTLED

4.2 Ngāti Whare agrees (and the Settlement Legislation will provide) that, on and from the Settlement Date:

4.2.1 the Historical Claims are settled;

4.2.2 the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims; and

4.2.3 the Settlement is final.

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

4.3 Nothing in this Deed or the Settlement Legislation will:

4.3.1 extinguish or limit any aboriginal title, or customary right, that Ngāti Whare may have;

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

4.3.3 except as provided in this Deed or the Settlement Legislation:

(a) affect a right that Ngāti Whare may have, including a right arising:

(i) from the Treaty of Waitangi or its principles;

(ii) under legislation;

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

(iv) from a fiduciary duty;

(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;

(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 4.3.3(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.

4.4 Clause 4.3 does not limit clause 4.2.

THE REDRESS TO BE PROVIDED UNDER THE SETTLEMENT

4.5 The following Redress is to be provided in Settlement of the Historical Claims:

4.5.1 the acknowledgements and apology in part 3; and

4.5.2 the Cultural Redress that is to be provided to Te Rūnanga o Ngāti Whare under parts 5 and 6 and the Settlement Legislation giving effect to those parts.

4.6 Ngāti Whare agrees that it is intended that the Cultural Redress, and the rights of Ngāti Whare and Te Rūnanga o Ngāti Whare under this Deed and the Settlement Legislation:

4.6.1 will be for the benefit of the collective group of Ngāti Whare; but

4.6.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Ngāti Whare if Te Rūnanga o Ngāti Whare so decides in accordance with its procedures.

4: THE SETTLEMENT

ACKNOWLEDGEMENTS CONCERNING THIS DEED AND THE SETTLEMENT

4.7 Ngāti Whare and the Crown acknowledge that:

4.7.1 the negotiations resulting in this Deed have been conducted in good faith and in the spirit of co-operation and compromise;

4.7.2 it is not possible:

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

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

4.7.3 the foregoing of full compensation and the Redress contained in this Deed is intended by Ngāti Whare to be for the benefit of all New Zealanders; and

4.7.4 taking all matters into consideration, some of which are specified in this clause, the Settlement is fair in the circumstances; and

4.7.5 each Party has acted honourably and reasonably in relation to this Deed; and

4.7.6 the Settlement is intended to enhance the ongoing relationship between Ngāti Whare and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

5 RELATIONSHIP REDRESS

CO-MANAGEMENT IN RELATION TO WHIRINAKI CONSERVATION PARK

Background

5.1 Ngāti Whare seek, through this Settlement, to establish an ongoing and active partnership between Ngāti Whare and the Crown in relation to the whenua, ngahere, awa and other taonga in and around the Whirinaki Conservation Park; reflecting not only the significance of those resources and their restoration and protection to Ngāti Whare, but also the wider public interest in the enjoyment and sustainability of those resources. Ngāti Whare also desire to engage in future discussions with the Crown, separate from this Settlement, regarding the long-term status of the Whirinaki Conservation Park.

5.2 The Whirinaki Conservation Park is internationally significant for its mixed podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Conservation Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth. It is of enormous cultural and spiritual value to Ngāti Whare, containing numerous wāhi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds and rongoa prized by Ngāti Whare.

5.3 In acknowledgement of the significance of the Whirinaki Conservation Park to Ngāti Whare as kaitiaki, the Crown has agreed to provide for the co-management of the Whirinaki Conservation Park through the development of a conservation management plan for the Whirinaki Conservation Park that is approved jointly by the East Coast Bay of Plenty Conservation Board and Te Rūnanga o Ngāti Whare.

Settlement Legislation

5.4 The Settlement Legislation will provide that:

Crown Acknowledgement

5.4.1 the Crown acknowledges the significance of the Whirinaki Conservation Park to Ngāti Whare as the kaitiaki of that park;

Procedure for Preparation and Approval of Whirinaki Conservation Management Plan

5.4.2 a conservation management plan for the Whirinaki Conservation Park ("Whirinaki Plan") will be prepared and approved in accordance with the process contained in this clause 5.4;

5.4.3 to avoid doubt:

(a) sections 17F, 17G, 17H and 17I of the Conservation Act 1987 do not apply to the preparation, approval, review or amendment of the Whirinaki Plan; but

(b) in all other respects the Conservation Act 1987 applies to the Whirinaki Plan as if that plan is a conservation management plan prepared and approved under that Act;

Preparation

5.4.4 each draft Whirinaki Plan will be prepared by the Director-General in consultation with Te Rūnanga o Ngāti Whare, the Conservation Board and such other persons or organisations as the Director-General considers practicable and appropriate;

5.4.5 the Director-General will commence preparation of the draft Whirinaki Plan no later than six months after Settlement Date;

Notification

5.4.6 no later than six months after commencement of the preparation of the draft Whirinaki Plan under clause 5.4.5, the Director-General will notify that draft in accordance with section 49(1) of the Conservation Act 1987, and to the appropriate regional councils and territorial authorities, and to the appropriate iwi authorities, and that provision will apply as if the notice were required to be given by the Minister of Conservation;

5.4.7 every notice under clause 5.4.6 will:

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

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

Submissions

5.4.8 any person or organisation may make written submissions to the Director-General on the draft Whirinaki Plan at the place and before the date specified in the notice;

5.4.9 the Director-General may, after consultation with Te Rūnanga o Ngāti Whare and the Conservation Board, obtain public opinion

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of the draft Whirinaki Plan by any other means from any person or organisation;

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

Hearing of submissions

5.4.11 the Director-General will give every person or organisation who or which, in making any submissions on the draft Whirinaki Plan, asked to be heard in support of his or her or its submissions a reasonable opportunity of appearing before a meeting of representatives of the Director-General, Te Rūnanga o Ngāti Whare and the Conservation Board;

5.4.12 representatives of the Director-General, Te Rūnanga o Ngāti Whare and the Conservation Board may hear submissions from any other person or organisations consulted on the draft Whirinaki Plan;

5.4.13 the hearing of submissions will be concluded no later than two months after the closing date for submissions identified in clause 5.4.7(b);

5.4.14 the Director-General will prepare a summary of the submissions received on the draft Whirinaki Plan and public opinion made known about it and, no later than one month after the conclusion of the hearing of submissions, provide that summary to Te Rūnanga o Ngāti Whare and the Conservation Board;

Revision

5.4.15 after considering such submissions and public opinion the Director-General will, in consultation with the representatives of Te Rūnanga o Ngāti Whare and the Conservation Board who heard the submissions, revise the draft Whirinaki Plan and, no later than four months after the completion of the hearing of submissions, will send to Te Rūnanga o Ngāti Whare and the Conservation Board the revised draft Whirinaki Plan;

5.4.16 on receipt of the revised draft Whirinaki Plan:

(a) Te Rūnanga o Ngāti Whare and the Conservation Board will consider the revised draft Whirinaki Plan prepared under clause 5.4.15 and the summary prepared under clause 5.4.14, and may, no later than four months after receiving those documents, request the Director-General to further revise the draft Whirinaki Plan; and

(b) if a request is made under clause 5.4.16(a) the Director-General will further revise the draft Whirinaki Plan in accordance with the request from Te Rūnanga o Ngāti Whare and the Conservation Board, and will, no later than two months after receiving a request under clause 5.4.16(a), send to Te Rūnanga o Ngāti Whare and the Conservation Board the further revised draft Whirinaki Plan;

Referral to Conservation Authority and Minister

5.4.17 on receipt of the revised draft under clause 5.4.16 or if a request is made under clause 5.4.16(a), on receipt of the further revised draft under clause 5.4.16(b), Te Rūnanga o Ngāti Whare and the Conservation Board will refer the draft Whirinaki Plan and the summary prepared under clause 5.4.14 to:

(a) the New Zealand Conservation Authority ("**Conservation Authority**") for comments on matters relating to the national public conservation interest in the Whirinaki Conservation Park; and

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

5.4.18 the Conservation Authority and the Minister of Conservation will provide any comments on the draft Whirinaki Plan to Te Rūnanga o Ngāti Whare and the Conservation Board no later than four months after receiving that draft plan for comment;

Approval

5.4.19 after considering any comments received from Conservation Authority and the Minister of Conservation under clause 5.4.18, Te Rūnanga o Ngāti Whare and the Conservation Board will:

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

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

Referral to Conservation Authority in case of disagreement

5.4.20 where Te Rūnanga o Ngāti Whare and the Conservation Board refer any matter of disagreement to the Conservation Authority under clause 5.4.19(b), Te Rūnanga o Ngāti Whare and the

Conservation Board will also provide a written statement of the matters of disagreement and the reasons for such disagreement;

5.4.21 no later than three months after referral to it under clause 5.4.19(b), the Conservation Authority will make a recommendation on the matters of disagreement, and notify that recommendation to Te Rūnanga o Ngāti Whare and the Conservation Board;

5.4.22 after receiving and considering the recommendation of the Conservation Authority under clause 5.4.21, Te Rūnanga o Ngāti Whare and the Conservation Board will seek to resolve any matters of disagreement;

5.4.23 if Te Rūnanga o Ngāti Whare and the Conservation Board have not resolved any matters of disagreement within two months of receiving the recommendation from the Conservation Authority under clause 5.4.21, the recommendation of the Conservation Authority under clause 5.4.21 will be binding on Te Rūnanga o Ngāti Whare and the Conservation Board; and

5.4.24 where Te Rūnanga o Ngāti Whare and the Conservation Board have referred any matter of disagreement to the Conservation Authority under clause 5.4.19(b), Te Rūnanga o Ngāti Whare and the Conservation Board will approve the draft Whirinaki Plan no later than four months after receiving the recommendation of the Conservation Authority under clause 5.4.21;

Mediation Process

5.4.25 at any time during the process set out in clauses 5.4.4 to 5.4.24, any of Te Rūnanga o Ngāti Whare, the Conservation Board or the Director-General may refer any matter of disagreement arising out of that process to a mediator. The following conditions will apply to such a mediation process:

(a) no later than three months after Settlement Date, Te Rūnanga o Ngāti Whare, the Conservation Board and the Director-General will agree on a mediator to be used in the event of referral to mediation under this clause 5.4.25, and the parties may agree to change the mediator from time to time;

(b) where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process under this clause 5.4.25;

(c) where one of Te Rūnanga o Ngāti Whare, the Conservation Board or the Director-General considers that it is necessary to resort to the mediation process under this

clause 5.4.25, that party will give notice in writing of that referral to the other parties;

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

(e) in participating in a mediation the parties will have particular regard to the purpose of the conservation management plan redress provided under this Deed of Settlement and the conservation purpose for which the Whirinaki Conservation Park is held;

(f) where a matter of disagreement is referred to mediation under this clause 5.4.25, the mediation process must be completed no later than three months after the date upon which notice of referral is given under clause 5.4.25(c);

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

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

(i) the period of time taken for a mediation process under this clause 5.4.25 will not be counted for the purposes of the timeframes specified in clauses 5.4.4 to 5.4.24 for the preparation and approval of the Whirinaki Plan; and

(j) to avoid doubt, the period of time referred to in clause 5.4.25(i) will not exceed three months;

Reviews of the Whirinaki Pian

5.4.26 the Director-General, after consultation with Te Rūnanga o Ngāti Whare and the Conservation Board, may at any time initiate a review of the Whirinaki Plan or any part of that plan;

5.4.27 Te Rūnanga o Ngāti Whare or the Conservation Board may at any time request that the Director-General initiate a review of the Whirinaki Plan or any part of that plan and the Director-General will consider that request in making a decision under clause 5.4.26;

5.4.28 every review of the Whirinaki Plan will be carried out and approved in accordance with the provisions of clause 5.4.2 to 5.4.25, which will apply with any necessary modifications;

5.4.29 the following provisions will also apply in relation to reviews of the Whirinaki Plan:

(a) the Whirinaki Plan will be reviewed as a whole by the Director-General not later than 10 years after the date of its approval; and

(b) the Minister of Conservation may, after consultation with Te Rūnanga o Ngāti Whare and the Conservation Board, extend that period of review.

Amendments to the Whirinaki Plan

5.4.30 the Director-General, after consultation with Te Rūnanga o Ngāti Whare and the Conservation Board, may at any time initiate the amendment of the Whirinaki Plan, or any part of that plan;

5.4.31 except as provided in clause 5.4.32, every amendment to the Whirinaki Plan will be carried out in accordance with the provisions of clause 5.4.2 to 5.4.25, which will apply with any necessary modifications;

5.4.32 where the proposed amendment is of such a nature that the Director-General, Te Rūnanga o Ngāti Whare and the Conservation Board consider that it will not materially affect the objectives or policies expressed in the Whirinaki Plan or the public interest in the area concerned, then the Director-General will send the proposal to Te Rūnanga o Ngāti Whare and the Conservation Board and it will be dealt with under clause 5.4.19, which will apply with any necessary modifications;

Content of a Conservation Management Strategy

5.4.33 where any conservation management strategy is prepared under section 17F of the Conservation Act 1987, the Director-General, Conservation Authority, Conservation Board and Minister of Conservation will have regard to the spiritual, historical, and cultural significance of the Whirinaki Conservation Park to Ngāti Whare; and

5.4.34 to avoid doubt:

(a) the Settlement Legislation is an Act for the purposes of section 17D(4)(a) of the Conservation Act 1987; and

(b) the Whirinaki Plan, once approved, is a management plan for the purposes of section 17D(8) of the Conservation Act 1987; and

5.4.35 for the purposes of this clause 5.4, any reference to a "month" means a calendar month.

5: RELATIONSHIP REDRESS

PROPOSAL FOR NAME CHANGE FOR WHIRINAKI CONSERVATION PARK

5.5 Ngāti Whare have proposed that, consistent with the co-management of the Whirinaki Conservation Park, the name of the Whirinaki Conservation Park be changed to a name of significance to Ngāti Whare. Following engagement between Ngāti Whare and the Crown, it has been agreed that the name to be proposed for the Whirinaki Conservation Park is the Whirinaki Te Pua-a-Tāne Conservation Park.

5.6 The Crown agrees to have completed the approval process for this proposed name change within three months of the Date of this Deed.

5.7 If the proposed name change is approved in accordance with the process referred to in clause 5.6, then the Settlement Legislation will provide that:

5.7.1 the official geographic name of the Whirinaki Conservation Park will change to Whirinaki Te Pua-a-Tāne Conservation Park;

5.7.2 clause 5.45 will apply, with necessary modification, to the change of name under clause 5.7.1 on the basis that:

(a) Whirinaki Conservation Park is the existing official geographic name; and

(b) Whirinaki Te Pua-a-Tāne Conservation Park is the new official geographic name for the Whirinaki Conservation Park.

STEWARDSHIP AREAS

5.8 The Settlement Legislation will provide that:

5.8.1 from Settlement Date, the following areas (as shown on the Department of Conservation Whirinaki Conservation Park plan set out in part 7 of the schedule) will be included in and form part of Whirinaki Conservation Park:

(a) Kakarahonui Conservation Area;

(b) Whirinaki Conservation Area;

(c) Otohi Conservation Area;

(d) Old Te Whāiti Road Conservation Area; and

(e) Minginui Conservation Area.

5.8.2 the Minister of Conservation will, as soon as reasonably practicable following Settlement Date, notify in the *Gazette* the additions to Whirinaki Conservation Park provided for in clause 5.8.1.

TŪWATAWATA AND TE WHĀITI-NUI-A-TOI CANYON – SPECIALLY PROTECTED AREAS

5.9 The Settlement Legislation will provide that:

5.9.1 the Crown acknowledges:

(a) the significance of Tūwatawata and Te Whāiti-Nui-a-Toi Canyon to Ngāti Whare; and

(b) the generosity of Ngāti Whare in foregoing the return of Tūwatawata and Te Whāiti-Nui-a-Toi Canyon as part of the settlement of the Historical Claims.

5.9.2 Tūwatawata will be declared a specially protected area under section 18 of the Conservation Act 1987 for the purposes of:

(a) recognising and protecting the historical, cultural and spiritual significance of Tūwatawata to the iwi of Ngāti Whare;

(b) enabling the management of Tūwatawata as part of the Whirinaki Conservation Park in accordance with conservation values and the tikanga and values of the iwi of Ngāti Whare; and

(c) acknowledging the contribution of the iwi of Ngāti Whare to the Whirinaki Conservation Park and more generally to conservation and all New Zealand in foregoing the return of Tūwatawata as part of the settlement of the Historical Claims.

5.9.3 Te Whāiti-Nui-a-Toi Canyon will be declared a specially protected area under section 18 of the Conservation Act 1987 for the purposes of:

(a) recognising and protecting the historical, cultural and spiritual significance of Te Whāiti-Nui-a-Toi Canyon to the iwi of Ngāti Whare;

(b) enabling the management of Te Whāiti-Nui-a-Toi Canyon as part of the Whirinaki Conservation Park in accordance with conservation values and the tikanga and values of the iwi of Ngāti Whare; and

(c) acknowledging the contribution of the iwi of Ngāti Whare to the Whirinaki Conservation Park and more generally to conservation and all New Zealand in foregoing the return of that part of the Whirinaki River, including its waters, bed, banks and riparian lands, comprising Te Whāiti-Nui-a-Toi Canyon as part of the settlement of the Historical Claims.

5.9.4 the Minister of Conservation may, with the agreement of Te Rūnanga o Ngāti Whare and by notice in the *Gazette*, impose restrictions on activities in the Tūwatawata and Te Whāiti-Nui-a-Toi Canyon specially protected areas;

5.9.5 to avoid doubt, unless otherwise stated, nothing in this clause 5.9:

(a) affects the status of Tūwatawata or Te Whāiti-Nui-a-Toi Canyon as part of the Whirinaki Conservation Park which as a whole is a specially protected area under the Conservation Act 1987; or

(b) affects the application of the Conservation Act 1987 to the Whirinaki Conservation Park or the administration of that park by the Department of Conservation.

STATUS OF WHIRINAKI CONSERVATION PARK

5.10 The Crown and Te Rūnanga o Ngāti Whare agree that either party may, separately from this Settlement, seek discussions with the other regarding the future status of the Whirinaki Conservation Park.

WHIRINAKI REGENERATION PROJECT

Background

5.11 Ngāti Whare have proposed a scheme for the long-term regeneration of podocarp forest within parts of the land presently the subject of the Crown Forestry Licence and potentially areas within the adjacent Whirinaki Conservation Park. Ngāti Whare see this regeneration project as a vehicle to enhance the overall value and ecological health of an expanded Whirinaki Conservation Park and adjacent areas for future generations of New Zealanders, help restore the mana of Ngāti Whare as kaitiaki of the Park, and encourage social and economic development for the communities of Minginui and Te Whāiti.

5.12 In acknowledgement of the aspirations of Ngāti Whare, the Crown has, through this Settlement, agreed to the establishment of a joint Crown/ Ngāti Whare Trust, Te Pua o Whirinaki Regeneration Trust, to establish and implement this regeneration project.

Establishment of Te Pua o Whirinaki Regeneration Trust

5.13 No later than six months after the signing of this Deed of Settlement, the Crown and Ngāti Whare as joint settlors will establish Te Pua o Whirinaki Regeneration Trust.

5.14 Te Pua o Whirinaki Regeneration Trust will be established on the terms contained in the Te Pua o Whirinaki Regeneration Trust Deed.

5.15 The purpose of Te Pua o Whirinaki Regeneration Trust will be to manage the active regeneration into native bush of the Regeneration Land and other areas within or adjacent to the Whirinaki Conservation Park and/or the Regeneration Land.

5.16 In accordance with clauses 6.1 and 6.1.11 the Regeneration Land will be vested in Te Rūnanga o Ngāti Whare who will then be deemed to have gifted it to Te Pua o Whirinaki Regeneration Trust.

5.17 The Settlement Legislation will provide that Te Pua o Whirinaki Regeneration Trust will hold and administer the Regeneration Land for the purposes set out in Te Pua o Whirinaki Regeneration Trust Deed.

5.18 On Settlement Date, the Crown will pay to Te Pua o Whirinaki Regeneration Trust $1 million (inclusive of GST if any).

5.19 The payment under clause 5.18 is to be used by Te Pua o Whirinaki Regeneration Trust for the purposes set out in Te Pua o Whirinaki Regeneration Trust Deed.

TE WHĀITI COURT HOUSE

5.20 The Crown will pay to Te Rūnanga o Ngāti Whare on Settlement Date a cash payment of $200,000 (inclusive of GST if any). This cash payment is provided as redress in settlement of the Historical Claims and has been calculated having regard to the fact that Te Rūnanga o Ngāti Whare may, at its discretion, apply some or all of such amount to restore the Te Whāiti Court House.

PROTOCOLS (INCLUDING CONSERVATION ACCORD)

Conservation Accord

5.21 The Minister of Conservation must issue to Te Rūnanga o Ngāti Whare, by or on the Settlement Date, a Conservation Accord that:

5.21.1 sets out how the Minister, Director-General and Department of Conservation will interact with Te Rūnanga o Ngāti Whare in relation to the matters specified in that Accord; and

5.21.2 is as set out in subpart 1 of part 1 of the schedule.

("Conservation Accord")

5.22 The Settlement Legislation will provide that:

5.22.1 a summary of the terms of the Conservation Accord must be noted in the Conservation Documents that affect the Conservation Accord Area;

5.22.2 the noting of the Conservation Accord:

(a) is for the purpose of public notice only; and

(b) is not an amendment to a Conservation Document for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and

5.22.3 the Conservation Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land held, managed or administered, or flora or fauna managed or administered, under the Conservation Legislation.

Fisheries Protocol

5.23 The Minister of Fisheries must issue to Te Rūnanga o Ngāti Whare, by or on the Settlement Date, a Protocol that:

5.23.1 sets out how the Ministry of Fisheries will interact with Te Rūnanga o Ngāti Whare in relation to the matters specified in that Protocol; and

5.23.2 is as set out in subpart 2 of part 1 of the schedule.

("Fisheries Protocol")

5.24 The Settlement Legislation will provide that:

5.24.1 a summary of the terms of the Fisheries Protocol must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act 1996) that affect the Fisheries Protocol Area;

5.24.2 the noting of the Fisheries Protocol is:

(a) for the purpose of public notice only; and

(b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996; and

5.24.3 the Fisheries Protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including fish, aquatic life, and seaweed) held, managed or administered under the

Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Commercial Aquaculture Claims Settlement Act 2004, or the Maori Fisheries Act 2004.

Taonga Tūturu Protocol

5.25 The Minister for Arts, Culture and Heritage must issue to Te Rūnanga o Ngāti Whare, by or on the Settlement Date, a Protocol that:

5.25.1 sets out how the Minister and the Chief Executive of the Ministry for Culture and Heritage will interact with Te Rūnanga o Ngāti Whare in relation to the matters specified in that Protocol; and

5.25.2 is as set out in subpart 3 of part 1 of the schedule.

("Taonga Tūturu Protocol")

5.26 The Settlement Legislation will provide that the Taonga Tūturu Protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, Taonga Tūturu.

PROVISIONS RELATING TO PROTOCOLS

The Settlement Legislation in relation to Protocols

5.27 The Settlement Legislation will provide that:

Authority to issue, amend or cancel Protocols

5.27.1 the Responsible Minister must issue a Protocol as set out in part 1 of the schedule and may amend or cancel that Protocol;

5.27.2 a Protocol may be amended or cancelled at the initiative of:

(a) Te Rūnanga o Ngāti Whare; or

(b) the Responsible Minister;

5.27.3 the Responsible Minister may amend or cancel the Protocol only after consulting with, and having particular regard to the views of, Te Rūnanga o Ngāti Whare;

Protocols subject to rights and obligations

5.27.4 Protocols do not restrict:

(a) the ability of the Crown to perform its functions and duties in accordance with the laws and government policy, which includes (without limitation) the ability to:

(i) introduce legislation and change government policy; and

(ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or representative of tangata whenua; or

(b) the legal responsibilities of the Responsible Minister or relevant Department; or

(c) the legal rights of Ngāti Whare or a Representative Entity for Ngāti Whare;

Enforcement of Protocols

5.27.5 the Crown must comply with a Protocol while it is in force;

5.27.6 if the Crown fails, without good cause, to comply with a Protocol, Te Rūnanga o Ngāti Whare may, subject to the Crown Proceedings Act 1950, enforce the Protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs awarded by a Court relating to the bringing of the enforcement proceedings); and

5.27.7 clauses 5.27.5 and 5.27.6 do not apply to any guidelines developed in relation to a Protocol.

Breach of Protocols is not breach of Deed

5.28 A failure by the Crown to comply with a Protocol is not a breach of this Deed.

ANNUAL MEETINGS WITH THE MINISTRY FOR THE ENVIRONMENT

5.29 The parties agree that:

5.29.1 meetings will be held to discuss:

(a) the performance of Local Government in the Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991; and

(b) any other issues in relation to the application of the Resource Management Act 1991 in the Area of Interest that are the responsibility of the Ministry for the Environment;

5.29.2 participants at a meeting held pursuant to clause 5.29.1 are to be:

(a) officials nominated by the Secretary for the Environment; and

(b) representatives nominated by Te Rūnanga o Ngāti Whare;

5.29.3 each party will meet the costs and expenses of its representatives attending a meeting; and

5.29.4 the first meeting must be held within 12 months after Settlement Date, and meetings must be held annually after that unless the parties mutually agree otherwise.

5.30 Te Rūnanga o Ngāti Whare and the Secretary for the Environment may agree in writing to vary or terminate the provisions of clause 5.29.

LETTER OF INTRODUCTION TO THE NEW ZEALAND HISTORIC PLACES TRUST

5.31 Within six months after the signing of this Deed of Settlement, the Minister for Treaty of Waitangi Negotiations must write to the New Zealand Historic Places Trust inviting the Trust to establish an ongoing relationship with Ngāti Whare.

RELATIONSHIP WITH MINISTER OF MĀORI AFFAIRS AND TE PUNI KŌKIRI

5.32 The Minister for Treaty of Waitangi Negotiations has written to the Minister of Māori Affairs and Te Puni Kōkiri, encouraging them to continue to work with Ngāti Whare on specific projects in respect of Minginui Forest Village.

MEMORANDA OF UNDERSTANDING WITH LOCAL GOVERNMENT

5.33 Within six months after the signing of this Deed of Settlement, the Minister for Treaty of Waitangi Negotiations must write to the Local Authorities listed in clause 5.34 encouraging each Local Authority to enter into a memorandum of understanding (or a similar document) with Te Rūnanga o Ngāti Whare in relation to the interaction between the Local Authority and Te Rūnanga o Ngāti Whare concerning performance of the Local Authority and its functions and obligations, and the exercise of its powers, within the Area of Interest.

5.34 The Local Authorities referred to in clause 5.33 are:

5.34.1 the Rotorua District Council;

5.34.2 the Whakatane District Council; and

5.34.3 the Bay of Plenty Regional Council (Environment Bay of Plenty).

5: RELATIONSHIP REDRESS

STATUTORY ACKNOWLEDGEMENTS

Provision of Statutory Acknowledgements

5.35 The Settlement Legislation will provide:

Content of Statutory Acknowledgements

5.35.1 for Statutory Acknowledgements which will comprise:

(a) the descriptions of the Statutory Areas set out in part 2 of the schedule;

(b) a reference to the texts of the statements by Ngāti Whare of its cultural, spiritual, historical, and traditional association with the Statutory Areas, the texts of which are set out in part 3 of the schedule;

(c) acknowledgements by the Crown of those Statements of Association;

(d) the other matters required by this Deed; and

(e) any appropriate provisions to enable the Settlement Legislation to refer to those Statements of Association;

Interpretation

5.35.2 that the only purposes of a Statutory Acknowledgement are as provided in clauses 5.35.4 to 5.35.16;

5.35.3 that if a Statutory Acknowledgement and/or Deed of Recognition relates only to a river ("**river**"):

(a) means:

(i) a continuously or intermittently flowing body of fresh water, including a stream and modified watercourse; and

(ii) the bed of that river; but

(b) does not include:

(i) a part of the bed of the river that is not owned by the Crown; or

(ii) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or

(iii) an artificial watercourse; or

(iv) unless stated otherwise, a tributary flowing into the river;

Relevant Consent Authorities and Environment Court to have regard to the Statutory Acknowledgements

5.35.4 that from the Effective Date, and without limiting its obligations under the Resource Management Act 1991:

(a) a Relevant Consent Authority must have regard to a Statutory Acknowledgement relating to a Statutory Area in forming an opinion in accordance with section 95E of the Resource Management Act 1991 as to whether Te Rūnanga o Ngāti Whare is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area; and

(b) the Environment Court must have regard to a Statutory Acknowledgement relating to a Statutory Area in determining, under section 274 of the Resource Management Act 1991, whether Te Rūnanga o Ngāti Whare is a person who has an interest in the proceedings before the Court that is greater than the interest that the general public has in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area;

New Zealand Historic Places Trust and Environment Court to have regard to Statutory Acknowledgements

5.35.5 that from the Effective Date, where an application is made under sections 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site or sites within a Statutory Area:

(a) the New Zealand Historic Places Trust must have regard to a Statutory Acknowledgement relating to a Statutory Area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application including in determining under section 14 of the Act whether Te Rūnanga o Ngāti Whare is directly affected by an extension of time; and

(b) the Environment Court must have regard to a Statutory Acknowledgement relating to a Statutory Area in determining under section 20 of the Historic Places Act 1993 any appeal from a decision of the New Zealand Historic Places Trust in relation to the application, including

in determining whether Te Rūnanga o Ngāti Whare is a person directly affected by the decision;

Recording of Statutory Acknowledgements on Statutory Plans

5.35.6 that from the Effective Date, Relevant Local Authorities must attach to all Statutory Plans that wholly or partially cover a Statutory Area, information recording a Statutory Acknowledgement in relation to that Statutory Area;

5.35.7 that the attachment of information to a Statutory Plan under clause 5.35.6:

(a) must include the relevant provisions of the Settlement Legislation in full, the description of the Statutory Area and the Statement of Association; and

(b) is for the purposes of public notice only and the information is not:

(i) part of the Statutory Plan (unless adopted by the relevant Local Authority); or

(ii) subject to the provisions of Schedule 1 to the Resource Management Act 1991;

Distribution of Resource Consent applications to Te Rūnanga o Ngāti Whare

5.35.8 that each Relevant Consent Authority must for a period of 20 years from the Effective Date, provide to Te Rūnanga o Ngāti Whare a summary of applications for Resource Consents received by that Consent Authority for activities within, adjacent to, or impacting directly on a Statutory Area;

5.35.9 that the information provided under clause 5.35.8 must be:

(a) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between Te Rūnanga o Ngāti Whare and the Relevant Consent Authority from time to time; and

(b) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;

5.35.10 that Te Rūnanga o Ngāti Whare may, by Notice in writing to a Relevant Consent Authority:

(a) waive its rights under clause 5.35.8 and/or clause 5.35.9; and

(b) state the scope of the waiver and the period it applies for;

5.35.11 that clauses 5.35.8 to 5.31.10 do not affect the obligation of a Relevant Consent Authority to:

(a) notify an application in accordance with sections 95 to 95F of the Resource Management Act 1991; or

(b) form an opinion as to whether Te Rūnanga o Ngāti Whare is a person who may be adversely affected under those sections;

Use of Statutory Acknowledgements with submissions

5.35.12 that Te Rūnanga o Ngāti Whare, or a member of Ngāti Whare, may cite a Statutory Acknowledgement as evidence of the association of Ngāti Whare with a Statutory Area, in submissions to, and proceedings before, a Relevant Consent Authority, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the Statutory Area;

Content of Statement of Association not binding

5.35.13 that the content of a Statement of Association is not, by virtue of a Statutory Acknowledgement, binding as deemed fact on a Relevant Consent Authority, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a Statement of Association may be taken into account by them;

Other association with a Statutory Area

5.35.14 that neither Te Rūnanga o Ngāti Whare, nor a member of Ngāti Whare, is precluded by this part from stating that Ngāti Whare has an association with a Statutory Area that is not described in a Statutory Acknowledgement, and the content and existence of a Statutory Acknowledgement does not limit any such statement;

General provisions

5.35.15 that a Statutory Acknowledgement does not (except as expressly provided in clauses 5.35.1 to 5.35.14):

(a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;

(b) affect the lawful rights or interests of any person; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area; and

5.35.16 that except as expressly provided in clauses 5.35.1 to 5.35.14, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a Statement of Association than the person would give if the Statement of Association was not referred to by the Settlement Legislation.

Amendment to the Resource Management Act 1991

5.36 The Settlement Legislation will amend Schedule 11 of the Resource Management Act 1991 by inserting the short title to the Settlement Legislation in that schedule.

DEEDS OF RECOGNITION

Crown to provide Deeds of Recognition

5.37 The Crown must, by or on the Settlement Date, on the terms and conditions set out in part 5 of the schedule in respect of those parts of the areas described in part 4 of the schedule that are owned and managed by the Crown, provide Te Rūnanga o Ngāti Whare with two copies of:

5.37.1 a Deed of Recognition signed by the Minister of Conservation and the Director-General; and

5.37.2 a Deed of Recognition signed by the Commissioner of Crown Lands.

Signing and return of each Deed of Recognition by Te Rūnanga o Ngāti Whare

5.38 Te Rūnanga o Ngāti Whare must:

5.38.1 sign both copies of each Deed of Recognition provided to it by the Crown under clause 5.37; and

5.38.2 return one signed copy of each Deed of Recognition to the Crown by no later than 10 Business Days after the Settlement Date.

Deed of Recognition requires consultation with Te Rūnanga o Ngāti Whare

5.39 A Deed of Recognition must provide that the Minister of Conservation or the Director-General, or where applicable, the Commissioner of Crown Lands, must, if undertaking the activities specified in that deed in relation to or within the area to which the deed applies, consult and have regard to the views of Te Rūnanga o Ngāti Whare concerning the association of Ngāti Whare with that area.

Termination of Deed of Recognition

5.40 A Deed of Recognition terminates in respect of its area (or part of it) if:

5.40.1 Te Rūnanga o Ngāti Whare, the Minister of Conservation and the Director-General, or where applicable, Te Rūnanga o Ngāti Whare and the Commissioner of Crown Lands, agree in writing that the Deed of Recognition is no longer appropriate for the area concerned;

5.40.2 the area concerned is disposed of by the Crown; or

5.40.3 the Minister of Conservation or the Director-General, or where applicable, the Commissioner of Crown Lands, ceases to be responsible for the activities specified in the Deed of Recognition in relation to or within the area concerned and the responsibility for those activities is transferred to another person or organisation within the Crown.

5.41 If a Deed of Recognition terminates in relation to an area under clause 5.40.2, and the terms of that disposition include the maintenance and protection of conservation values or reserve values in respect of that area, the Crown will consult with and have regard to the views of Te Rūnanga o Ngāti Whare in determining those conservation values and reserve values.

5.42 If a Deed of Recognition terminates in relation to an area under clause 5.40.3, the Crown must take reasonable steps to provide for Te Rūnanga o Ngāti Whare to continue to have input into the relevant activities in relation to or within the area concerned as provided in clause 5.39. In discussing this matter with the new person or official the Crown will consult with Te Rūnanga o Ngāti Whare and will take reasonable steps to ensure that the views of Te Rūnanga o Ngāti Whare are taken into account during any such discussions.

5.43 The Crown will provide Te Rūnanga o Ngāti Whare at least two months' Notice before disposing of the area or transferring responsibility for activities to another person or organisation.

Settlement Legislation

5.44 The Settlement Legislation will provide that:

5.44.1 the Minister of Conservation and the Director-General::

(a) must enter into a Deed of Recognition with Te Rūnanga o Ngāti Whare in respect of the land to which the deed applies; and

(b) may amend that Deed of Recognition by entering into a deed with Te Rūnanga o Ngāti Whare to amend that Deed of Recognition;

5.44.2 the Commissioner of Crown Lands:

(a) must enter into a Deed of Recognition with Te Rūnanga o Ngāti Whare in respect of the land to which the deed applies; and

(b) may amend that Deed of Recognition by entering into a deed with Te Rūnanga o Ngāti Whare to amend that Deed of Recognition;

5.44.3 a Deed of Recognition does not (except as expressly provided in clauses 5.38 to 5.40):

(a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;

(b) affect the lawful rights or interests of any person; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, the land to which the deed applies; and

5.44.4 except as expressly provided in clauses 5.38 to 5.40, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the association of Ngāti Whare with the area to which a Deed of Recognition applies than that person would give under the relevant legislation or bylaw if no Deed of Recognition existed in respect of that area.

NEW OFFICIAL GEOGRAPHIC NAMES

5.45 The Settlement Legislation will provide that:

5.45.1 for the purpose of this clause 5.45:

(a) **"New Official Geographic Name"**:

(i) means the name to which the existing official geographic name is altered under clause 5.45.2; and

(ii) includes any alteration to the New Official Geographic Name made under clause 5.45.7; and

(b) "**New Zealand Geographic Board**" means the board continued under section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

5.45.2 each existing official geographic name in the first column of the table set out in part 6 of the schedule is altered to the New Official Geographic Name set out opposite it in the second column of that table as at the Settlement Date;

5.45.3 except where this clause 5.45 expressly provides otherwise, the change made under clause 5.45.2 is to be treated as having been made:

(a) with the approval of the New Zealand Geographic Board; and

(b) in accordance with any enactment that would otherwise apply to the change;

5.45.4 the New Zealand Geographic Board must, as soon as is reasonably practicable after the Settlement Date, publish a notice in the *Gazette*:

(a) specifying the New Official Geographic Name and its location; and

(b) stating that the New Zealand Geographic Board may, in accordance with clause 5.45.7, alter that name or location;

5.45.5 the New Zealand Geographic Board must, as soon as practicable after publication of the notice under clause 5.45.4, ensure that a copy of the notice is published in accordance with any enactment that would otherwise apply to the New Official Geographic Name;

5.45.6 a copy of the notice specified in clause 5.45.4 is conclusive evidence that the New Official Geographic Name was altered on the date on which the notice was published;

5.45.7 despite any enactment that would otherwise apply to the process for altering the New Official Geographic Name altered in accordance with this clause 5.45, the New Zealand Geographic Board may, with the consent of Te Rūnanga o Ngāti Whare, alter the New Official Geographic Name or location altered under this clause 5.45;

5.45.8 clauses 5.45.3 to 5.45.6 apply, with any necessary modifications, to an alteration made under clause 5.45.7; and

5.45.9 the official geographic name altered under clause 5.45.2 or clause 5.45.7 takes effect on publication of the notice under clause 5.45.4.

RIVER-RELATED REDRESS

Whirinaki River Statutory Acknowledgement

5.46 The Settlement Legislation will provide:

5.46.1 for a Statutory Acknowledgement over the Whirinaki River and its tributaries as identified in part 2 of the schedule;

5.46.2 that the provisions set out in clause 5.35, excluding clause 5.35.3(b)(iv), apply to the Whirinaki River Statutory Acknowledgement.

Rangitaiki River management

Background

5.47 In paragraphs 69 and 70 of the Agreement in Principle, the Crown agreed to provide through the Deed of Settlement an equivalent role for Ngāti Whare (along with other iwi interests in the Rangitaiki River) as part of any river management arrangement for the Rangitaiki River developed through the Crown's settlement negotiations with Ngāti Manawa.

5.48 As at the Date of this Deed it has not been possible to finalise the redress in relation to the Rangitaiki River. The parties are therefore continuing good faith negotiations with the aim of reaching agreement prior to the introduction of the Settlement Legislation.

Ongoing Redress Negotiations

5.49 The Crown and Te Rūnanga o Ngāti Whare acknowledge and agree that:

5.49.1 the parties are yet to finalise discussions in relation to a framework for the effective participation of Ngāti Whare in the management of the Rangitaiki River;

5.49.2 following the signing of this Deed the parties will continue to discuss a framework that provides for the effective participation of Ngāti Whare in the management of the Rangitaiki River ("**Rangitaiki River management framework**"), with the objective of improving the health and wellbeing and sustainable use of the river;

5.49.3 the discussions in relation to the Rangitaiki River management framework will:

(a) be undertaken in good faith, honour and integrity and will reflect the wider commitments set out in the Deed of Settlement;

(b) be undertaken in accordance with an agreed programme for further engagement and completed by the date of the introduction of the Settlement Legislation;

(c) where appropriate, reflect a catchment wide and integrated approach to management of the Rangitaiki River and its resources;

(d) reflect the need to recognise and provide for the interests of other iwi, local authorities, and other entities with interests or statutory roles in relation to the Rangitaiki River;

(e) develop a programme for engagement with other iwi, local authorities, and other entities with interests or statutory roles in relation to the Rangitaiki River; and

(f) allow for the Rangitaiki River management framework to be incorporated in the Settlement Legislation as necessary either at the time of introduction to Parliament or by way of a Supplementary Order Paper.

5.49.4 the discussions will be based on:

(a) Ngāti Whare's principles, to be agreed with the Crown, regarding the Rangitaiki River;

(b) as appropriate, the principles of other iwi with interests in relation to the Rangitaiki River as agreed with the Crown;

(c) the need to protect the integrity of existing statutory frameworks; and

(d) the need to ensure consistency and fairness between settlements.

Components of the Rangitaiki River management framework

5.50 As part of the negotiations contemplated by clause 5.49, the Crown and Te Rūnanga o Ngāti Whare are committed to achieving a Rangitaiki River management framework that will include, but is not limited to:

5.50.1 a Rangitaiki River Forum, which may consist of representatives of Ngāti Whare, Ngāti Manawa, other iwi, local authorities, and

other entities with interests or statutory roles in relation to the Rangitaiki River;

5.50.2 effective participation by Ngāti Whare in statutory decision-making processes as allowed for under the Resource Management Act 1991 and other relevant statutory frameworks affecting the Rangitaiki River;

5.50.3 mechanisms to facilitate the integrated management of the Rangitaiki River and its resources across relevant local authorities and agencies and statutory frameworks;

5.50.4 processes for information sharing and improved monitoring of activities affecting the health and wellbeing of the Rangitaiki River;

5.50.5 identification of the costs for the final arrangements including how the costs will be met by the parties; and

5.50.6 the opportunity for Ngāti Whare involvement into improving the health and wellbeing and management of the Rangitaiki River.

5.51 As part of the negotiations contemplated by clause 5.49, the Crown and Te Rūnanga o Ngāti Whare will continue to explore as redress the appointment of Te Rūnanga o Ngāti Whare as an advisory committee to the Minister of Conservation in relation to freshwater fisheries matters under the Conservation Act 1987 in the Rangitaiki River.

River Deed of Recognition

5.52 The Settlement Legislation will provide that:

5.52.1 the Minister of Conservation and the Director-General must enter into a Deed of Recognition with Te Rūnanga o Ngāti Whare in respect of the Crown-owned parts of the Whirinaki River and its tributaries;

5.52.2 the Commissioner of Crown Lands must enter into a Deed of Recognition with Te Rūnanga o Ngāti Whare in respect of the Crown-owned parts of the Whirinaki River; and

5.52.3 the provisions set out in clauses 5.35.3 and 5.37 to 5.44 apply to each river Deed of Recognition.

Fisheries advisory committees

5.53 The Settlement Legislation will provide that the Minister of Fisheries must:

5.53.1 appoint Te Rūnanga o Ngāti Whare, from the Settlement Date, as an advisory committee under section 21 of the Ministry of

Agriculture and Fisheries (Restructuring) Act 1995 (the "**fisheries advisory committee**");

5.53.2 consider the advice of the fisheries advisory committee on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Act 1996 within the Fisheries Protocol Area; and

5.53.3 in considering that advice, recognise and provide for the customary non-commercial interests of Ngāti Whare in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within the fisheries protocol area.

Right of first refusal over certain species yet to be introduced into the quota management system

Delivery by the Crown of a RFR deed over certain quota

5.54 The Crown must, by or on the Settlement Date, provide Te Rūnanga o Ngāti Whare with two copies of a deed (the "***RFR deed over certain quota***") on the terms and conditions set out in part 12 of the schedule and signed by the Crown.

Signing and return of RFR deed over certain quota by Te Rūnanga o Ngāti Whare

5.55 Te Rūnanga o Ngāti Whare must sign both copies of the RFR deed over certain quota and return one signed copy to the Crown by no later than 10 business days after the Settlement Date.

Terms of RFR deed over certain quota

5.56 The RFR deed over certain quota will:

5.56.1 relate to the Area of Interest;

5.56.2 be in force for a period of 50 years from the Settlement Date; and

5.56.3 have effect from the Settlement Date as if it had been validly signed by the Crown and Te Rūnanga o Ngāti Whare on that date.

Crown has no obligation to introduce or sell quota

5.57 The Crown and Ngāti Whare agree and acknowledge that:

5.57.1 nothing in this Deed, or the RFR deed over certain quota, requires the Crown to:

(a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

(b) introduce any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) into the quota management system (as defined in the RFR deed over certain quota); or

(c) offer for sale any applicable quota (as defined in the RFR deed over certain quota) held by the Crown; and

5.57.2 the inclusion of any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

PURPOSE OF CERTAIN RELATIONSHIP REDRESS

5.58 The parties acknowledge that some of the Redress set out in part 5 of this Deed:

5.58.1 is to assist Te Rūnanga o Ngāti Whare to be consulted about, or provide input into, certain decision-making processes of relevant Departments; but

5.58.2 except as expressly provided in clauses 5.38 to 5.40, does not override or diminish:

(a) the requirements of legislation;

(b) the functions, duties, and powers of Ministers, officials and others under legislation; or

(c) the rights of Ngāti Whare, or a Representative Entity for Ngāti Whare, under legislation.

CROWN'S ABILITY TO PROVIDE OTHER CULTURAL REDRESS

5.59 The Settlement Legislation will provide that:

5.59.1 the parties acknowledge that the provision of Cultural Redress (including the Protocols, Statutory Acknowledgements and the Deed of Recognition) does not prevent the Crown from doing anything that is consistent with that Cultural Redress including:

(a) providing the same or similar Redress to a person other than Ngāti Whare or Te Rūnanga o Ngāti Whare; or

(b) disposing of land; and

5.59.2 clause 5.59.1(a) is not an acknowledgement by Ngāti Whare or the Crown that any other iwi or group has interests in relation to land or an area to which any Cultural Redress relates.

6 VESTING OF PROPERTIES

VESTING OF CULTURAL REDRESS AND NON-CULTURAL REDRESS PROPERTIES

6.1 The Settlement Legislation will provide that:

Interpretation

6.1.1 each of the following sites means the land described by that term in part 9 of the schedule:

Regeneration Land

(a) Pareranui site;

(b) Tauranga-o-Reti site;

(c) Te Teko site;

(d) Mangamate Kāinga site;

(e) Wekanui Kāinga;

(f) Otahi Kāinga;

(g) Te Pukemohoao Kāinga;

(h) Matuatahi Pā; and

(i) Balance of Regeneration Land.

Wāhi tapu sites

(j) Otutakahiao;

(k) Waimurupūhā site;

(l) Mangamate Falls site; and

(m) Te Takanga-a-Wharepakau.

Jointly Vested Pā sites

(n) Te Tāpiri Pā site;

(o) Okārea Pā site;

(p) Te Rake Pā site; and

(q) Hinamoki Pā Site.

Regeneration Land

Pareranui site;

6.1.2 the fee simple estate in the Pareranui site vests in Te Rūnanga o Ngāti Whare;

Tauranga-o-Reti site

6.1.3 the fee simple estate in the Tauranga-o-Reti site vests in Te Rūnanga o Ngāti Whare;

Te Teko site

6.1.4 the fee simple estate in the Te Teko site vests in Te Rūnanga o Ngāti Whare;

Mangamate Kāinga site

6.1.5 the fee simple estate in the Mangamate Kāinga site vests in Te Rūnanga o Ngāti Whare;

Wekanui Kāinga

6.1.6 the fee simple estate in the Wekanui Kāinga site vests in Te Rūnanga o Ngāti Whare;

Otahi Kāinga

6.1.7 the fee simple estate in the Otahi Kāinga site vests in Te Rūnanga o Ngāti Whare;

Te Pukemohoao Kāinga

6.1.8 the fee simple estate in the Te Pukemohoao Kāinga site vests in Te Rūnanga o Ngāti Whare;

6: VESTING OF PROPERTIES

Matuatahi Pā

6.1.9 the fee simple estate in the Matuatahi Pā site vests in Te Rūnanga o Ngāti Whare;

Balance of Regeneration Land

6.1.10 the fee simple estate in the Balance of Regeneration Land vests in Te Rūnanga o Ngāti Whare;

Subsequent Vesting of the Regeneration Land

6.1.11 immediately upon the Regeneration Land being vested in Te Rūnanga o Ngāti Whare in accordance with this clause 6.1:

(a) Te Rūnanga o Ngāti Whare will be deemed to have gifted the Regeneration Land to Te Pua o Whirinaki Regeneration Trust;

(b) the Regeneration Land will vest in Te Pua o Whirinaki Regeneration Trust accordingly; and

(c) subject to clause 6.1.12, Te Pua o Whirinaki Regeneration Trust is to be the manager of all marginal strip areas extending along and abutting the Regeneration Land as if it was appointed under section 24H of the Conservation Act 1987;

6.1.12 clause 6.1.11(c) shall not apply to those marginal strip areas extending along and abutting areas of the Regeneration Land subject to the Crown Forestry Licence, until the Return Date in respect of such areas, and until that time then the rights and obligations of the licensee of the Crown Forestry Licence under section 24H of the Conservation Act 1987 are preserved.

Wāhi tapu sites

Otutakahiao site

6.1.13 the fee simple estate in the Otutakahiao site vests in Te Rūnanga o Ngāti Whare;

Waimurupūhā site

6.1.14 the fee simple estate in the Waimurupūhā site vests in Te Rūnanga o Ngāti Whare;

Mangamate Falls site

6.1.15 that part of the Mangamate Falls site that is a marginal strip under the Conservation Act 1987 ceases to be a marginal strip;

6.1.16 the fee simple estate in the Mangamate Falls site vests in Te Rūnanga o Ngāti Whare;

6.1.17 the Mangamate Falls site is declared a reserve and classified as a recreation reserve for the purposes specified in section 17(1) of the Reserves Act 1977;

6.1.18 despite section 16(10) of the Reserves Act 1977, the name of the recreation reserve declared under clause 6.1.17 will be the Mangamate Falls Recreation Reserve;

6.1.19 Te Pua o Whirinaki Regeneration Trust must provide the Crown with a registrable right of way easement in gross as set out in part 10 of the schedule;

6.1.20 clauses 6.1.15 to 6.1.18 shall take effect on the later of the Settlement Date or the Return Date for that part of the Mangamate Falls site subject to the Crown Forestry Licence;

Te Takanga-a-Wharepakau Site

6.1.21 those parts of the Te Takanga-a-Wharepakau site that are marginal strips under the Conservation Act 1987 cease to be marginal strips;

6.1.22 that part of the Te Takanga-a-Wharepakau site that is a conservation area under the Conservation Act 1987 ceases to be a conservation area;

6.1.23 the fee simple estate in the Te Takanga-a-Wharepakau site vests in Te Rūnanga o Ngāti Whare;

6.1.24 the part of the Te Takanga-a-Wharepakau site marked A on OTS-095-008 plan set out in part 14 of the schedule is declared a reserve and classified as an historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977;

6.1.25 despite section 16(10) of the Reserves Act 1977, the name of the historic reserve declared under clause 6.1.24 will be Te Takanga-a-Wharepakau Historic Reserve;

6.1.26 the part of the Te Takanga-a-Wharepakau site marked B on OTS-095-008 plan set out in part 14 of the schedule is declared a reserve and classified as a recreation reserve for the purposes specified in section 17(1) of the Reserves Act 1977;

6.1.27 despite section 16(10) of the Reserves Act 1977, the name of the recreation reserve declared under clause 6.1.26 will be Te Takanga-a-Wharepakau Recreation Reserve; and

6.1.28 clauses 6.1.21 and 6.1.23 as they relate to that part of the Te Takanga-a-Wharepakau site marked A on OTS-095-008 plan set out in part 14 of the schedule, and clauses 6.1.24 and 6.1.25, shall not take effect until the date upon which the licensee under the Crown Forestry Licence provides written notice to Te Rūnanga o Ngāti Whare and the Crown that either its rights under section 24H(6) of the Conservation Act 1987 no longer apply or it has waived any such rights.

Terms of Joint Vesting of Pā Sites

Te Tāpiri Pā site

6.1.29 the Te Tāpiri Pā site ceases to be a conservation area under the Conservation Act 1987;

6.1.30 an undivided half share of the fee simple estate in the Te Tāpiri Pā site vests in Te Rūnanga o Ngāti Whare;

6.1.31 clauses 6.1.29 to 6.1.30 are subject to Te Rūnanga o Ngāti Whare and the Ngāti Manawa Governance Entity providing to the Crown a registrable covenant in relation to the Te Tāpiri Pā site:

(a) to maintain the conservation values of and public access to the Te Tāpiri Pā site; and

(b) as set out in part 11 of the schedule (the "**Te Tāpiri Pā conservation covenant**"); and

6.1.32 the Te Tāpiri Pā conservation covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Okārea Pā site

6.1.33 the Okārea Pā site ceases to be part of the Oriuwaka ecological area and ceases to be a conservation area under the Conservation Act 1987;

6.1.34 an undivided half share of the fee simple estate in the Okārea Pā site vests in Te Rūnanga o Ngāti Whare;

6.1.35 clauses 6.1.33 to 6.1.34 are subject to Te Rūnanga o Ngāti Whare and the Ngāti Manawa Governance Entity providing to the Crown a registrable covenant in relation to the Okārea Pā site:

(a) to maintain the conservation values of the Okārea Pā site; and

(b) as set out in part 11 of the schedule (the "**Okārea Pā conservation covenant**"); and

6.1.36 the Okārea Pā conservation covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

Te Rake Pā site

6.1.37 an undivided half share of the fee simple estate in the Te Rake Pā site vests in Te Rūnanga o Ngāti Whare.

Hināmoki Pā site

6.1.38 an undivided half share of the fee simple estate in the Hinamoki Pā site vests in Te Rūnanga o Ngāti Whare.

Māori reservation

6.1.39 the Jointly Vested Sites are set apart as one Māori reservation as if those sites were set apart under section 338(1) of Te Ture Whenua Maori Act 1993:

(a) as a wāhi tapu and place of cultural and historical interest; and

(b) to be held on trust by Te Rūnanga o Ngāti Whare and the Ngāti Manawa Governance Entity for the benefit of Ngāti Whare and Ngāti Manawa.

6.1.40 the Māori reservation so established is held under the following terms as if the Maori Land Court had set out the terms of trust pursuant to section 338(8) of Te Ture Whenua Maori Act 1993:

(a) the Jointly Vested Sites held as a Māori reservation will be inalienable;

(b) the conservation values and public access to Te Tāpiri Pā site will be maintained and the covenant registered thereon shall not be varied without the consent of the Minister of Conservation;

(c) the conservation values of the Okārea Pā site will be maintained and the covenant registered thereon shall not be varied without the consent of the Minister of Conservation;

(d) in relation to the Te Rake Pā site, and until the Return Date in respect of that site, nothing in clauses 6.1.39 to 6.1.46 shall affect the rights and obligations of the licensee under the Crown Forestry Licence; and

(e) such other terms in relation to the governance and management of the Maori reservation that Te Rūnanga o Ngāti Whare and the Ngāti Manawa Governance Entity may agree upon;

6.1.41 nothing in Part 17 of Te Ture Whenua Maori Act 1993 or any regulations made under section 338(15) of that Act shall apply to the Maori reservation established under clauses 6.1.39 to 6.1.40 save that, with the exception of those terms of trust set out in clause 6.1.40(a) to (d), the Maori Land Court shall have the jurisdiction, on the joint application from time to time of Te Rūnanga o Ngāti Whare and the Ngāti Manawa Governance Entity to amend the terms of the trust of the Māori reservation under section 338(8) of Te Ture Whenua Maori Act 1993.

Te Ture Whenua Maori Act 1993

6.1.42 sections 18(1)(c), 18(1)(d), 19(1)(a), 20, 24, 26, 194 and 342 of Te Ture Whenua Maori Act 1993 apply to the Jointly Vested Sites as if the land were Maori freehold land;

Public Works Act 1981

6.1.43 the Jointly Vested Sites may not be acquired or taken under the Public Works Act 1981 without the consent of the Minister of Conservation;

Resource Management Act 1991

6.1.44 section 108(9) of the Resource Management Act 1991 applies to the Jointly Vested Sites as if the land were Maori land within the meaning of Te Ture Whenua Maori Act 1993;

Local Government (Rating) Act 2002

6.1.45 the Jointly Vested Sites are not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act;

Crown Minerals Act 1991

6.1.46 section 51 of the Crown Minerals Act 1991 shall be amended by:

(a) adding a new subsection (7) as follows:

"(7)} No person may, without the consent of Te Rūnanga o Ngāti Whare (as defined in section [to insert] of the [to insert] Act), and the Ngāti Manawa Governance Entity (as defined in section [to insert] of the [to insert] Act) enter on any land that is registered in the names of Wharepakau and Tangiharuru as tenants in common for the purpose of carrying out a minimum impact activity."

(b) adding a new subsection (8) as follows:

"(8) Subsection (1)(b) of this section shall apply in relation to land registered in the names of Wharepakau and Tangiharuru as tenants in common under section [to insert] of the [to insert] Act and section [to insert] of the [to insert] Act as if that land were Maori land and as if Te Rūnanga o Ngāti Whare and Ngāti Manawa Governance Entity were jointly the local iwi authority of that land."

Date of Vesting of the Jointly Vested Sites

6.1.47 the Jointly Vested Sites vest on the later of the Settlement Date under this Deed or the Settlement Date as defined in the Ngāti Manawa Deed of Settlement of Historical Claims ("**the Vesting Date**").

6.1.48 clauses 6.1.29 and 6.1.33 shall not apply until the Vesting Date;

Title to the Jointly Vested Sites

6.1.49 in the case of the Jointly Vested Sites, the Registrar-General must, in accordance with an application received from an Authorised Person:

(a) create a separate computer freehold register for each of the undivided half shares vested under clauses 6.1.30, 6.1.34, 6.1.37 and 6.1.38 with Wharepakau named as the registered proprietor in lieu of Te Rūnanga o Ngāti Whare;

(b) enter on the register any Encumbrances that are registered, notified or notifiable and that are described in the application; and

(c) note on each register created under clause 6.1.49(a) that the land is:

(i) a Māori reservation created pursuant to the Settlement Legislation; and

(ii) subject to clauses 6.1.39, 6.1.40 and 6.1.42 to 6.1.46 and 6.1.50;

6.1.50 despite Wharepakau being the registered proprietor of the Jointly Vested Sites:

(a) Te Rūnanga o Ngāti Whare will have all the rights, duties and powers of the registered proprietors of the Jointly Vested Sites as a tenant in common;

(b) Te Rūnanga o Ngāti Whare will exercise and perform every such right, duty and power as a tenant in common, in its own name and not in the name of Wharepakau; and

(c) the Registrar-General shall have regard to clause 6.1.50(a) and 6.1.50(b);

6.1.51 clause 6.1.49 applies subject to the completion of any survey necessary to create the computer freehold register;

6.1.52 a computer freehold register must be created under clause 6.1.49 as soon as is reasonably practicable after the Vesting Date, but no later than:

(a) 24 months after the Vesting Date; or

(b) any later date that may be agreed in writing by Te Rūnanga o Ngāti Whare and the Crown.

Registration of Land in the Name of Wharepakau

6.2 The Settlement Legislation will provide that:

6.2.1 Te Rūnanga o Ngāti Whare may direct the Registrar-General in writing that the fee simple estate in any land that is registrable or registered under the Land Transfer Act 1952 in the name of Te Rūnanga o Ngāti Whare (to avoid doubt, excluding at all times, the Jointly Vested Sites):

(a) be registered in the name of Wharepakau, rather than in the name of Te Rūnanga o Ngāti Whare; or

(b) be no longer registered in the name of Wharepakau and instead be registered in the name of Te Rūnanga o Ngāti Whare;

6.2.2 where the fee simple estate in any land is registered under the Land Transfer Act 1952 in the name of Wharepakau:

(a) Te Rūnanga o Ngāti Whare will have all the rights, duties and powers of the registered proprietor of that land;

(b) Te Rūnanga o Ngāti Whare will exercise and perform every such right, duty and power in its own name and not in the name of Wharepakau; and

(c) the Registrar-General shall have regard to clause 6.2.2(a) and 6.2.2(b);

6.2.3 in relation to the land described in clause 6.1.1(j) (k), (l) and (m) only, a direction made by Te Rūnanga o Ngāti Whare under clause 6.2.1(a) may include a direction that such land is Protected Land for the purposes of this clause 6.2;

6.2.4 Te Rūnanga o Ngāti Whare may direct the Registrar-General in writing that the land described in clause 6.1.1(j), (k), (l) and/or (m) that is Protected Land, no longer be Protected Land;

6.2.5 if the Registrar-General receives a direction in writing from Te Rūnanga o Ngāti Whare under clause 6.2.1(a), the Registrar-General shall give effect to that direction by:

(a) registering the computer freehold register for the land in the name of Wharepakau;

(b) entering on the computer freehold register a notation that the land is subject to this clause 6.2; and

(c) in respect of a direction under clause 6.2.1(a) that in accordance with clause 6.2.3 includes a direction for land to be Protected Land, entering on the computer freehold register a notation that such land is Protected Land;

6.2.6 if the Registrar-General receives a direction in writing from Te Rūnanga o Ngāti Whare under clause 6.2.1(b), the Registrar-General shall give effect to that direction by:

(a) registering the computer freehold register for the land in the name of Te Rūnanga o Ngāti Whare;

(b) cancelling any notation entered under clause 6.2.5(b); and

(c) cancelling any notation entered under clause 6.2.5(c);

6.2.7 if the Registrar-General receives a direction in writing from Te Rūnanga o Ngāti Whare under clause 6.2.4, the Registrar-General shall give effect to that direction by cancelling the notation entered under clause 6.2.5(c) that the land is Protected Land;

6.2.8 in the absence of evidence to the contrary, it will be sufficient evidence that the direction in writing has been properly given to

the Registrar-General under clause 6.2.1, 6.2.3 or 6.2.4 as the case may be, if the direction:

(a) is executed or purported to be executed by Te Rūnanga o Ngāti Whare;

(b) in the case of a direction under clause 6.2.1 relates to any land registrable or registered in the name of Te Rūnanga o Ngāti Whare; and

(c) in the case of a direction under clause 6.2.3 or 6.2.4 relates to the land described in clause 6.1.1(j) (k), (l) and/or (m);

6.2.9 clauses 6.1.42 to 6.1.45 shall apply to any Protected Land for so long as it is registered in the name of Wharepakau and any references in those clauses to "Jointly Vested Sites" shall be read as references to "the Protected Land";

6.2.10 this clause 6.2.10 applies to any Protected Land for so long as it is registered in the name of Wharepakau:

(a) **Crown Minerals Act 1991**

section 51 of the Crown Minerals Act 1991 shall be amended by:

adding a new subsection (9) as follows:

"(9) No person may, without the consent of Te Rūnanga o Ngāti Whare (as defined in section [to insert] of the [to insert] Act), enter on any land that is both:

(a) Registered in the name of Wharepakau as Protected Land under section [to insert] of that Act; and

(b) Regarded as wāhi tapu by Te Rūnanga o Ngāti Whare,
for the purpose of carrying out a minimum impact activity."; and

adding a new subsection (10) as follows:

"(10) Subsection (1)(b) of this section shall apply in relation to land registered in the name of Wharepakau as Protected Land under section [to insert] of the [to insert] Act as if that land were Maori land and as if Te Rūnanga o Ngāti Whare were the local iwi authority of that land."

6.2.11 despite clause 6.2, the rights and obligations of the licensee under the Crown Forestry Licence are preserved in respect of the site described in clause 6.1.1(k).

CNI Forests Sites

6.3 The Settlement Legislation will provide that:

6.3.1 the sites listed in clause 6.1.1 (a), (b), (c), (d) (i), (k), (l) and (p)) were vested in CNI Iwi Holdings Limited under the CNI Settlement Act ("**CNI Forests Sites**");

6.3.2 the vesting of the CNI Forests Sites under the Settlement Legislation is deemed to be a transfer from CNI Iwi Holdings Limited to Te Rūnanga o Ngāti Whare pursuant to paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement; and

6.3.3 the vesting of the CNI Forests Sites under the Settlement Legislation is subject to Te Rūnanga o Ngāti Whare complying with clauses 6.7.3 and 6.7.4.

6.4 The Crown will, no later than 20 Business Days after the signing of this Deed, make a written request to CNI Iwi Holdings Limited in accordance with paragraph 10(a) of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement as contained in Schedule 10 of the CNI Deed.

Extinguishment of Public Access to Former Crown Forest Land

6.5 The Settlement Legislation will provide that upon the vesting of the sites listed in clauses 6.1.1(a), (b), (c), (d), (k), (l) and (p) ("**Former Crown Forest Land**") in Te Rūnanga o Ngāti Whare, then in respect of the Former Crown Forest Land:

6.5.1 section 10 of the CNI Settlement Act (preserving public access) will not apply; and

6.5.2 the public right of way easement [insert no.] is extinguished.

Total Land Area of Cultural Redress Properties

6.6 The Crown and Te Rūnanga o Ngāti Whare acknowledge that the total land area of those sites described in clause 6.1.1(a), (b), (c), (d), (i), (k) and (l) is to be no greater than 640 hectares. The plans set out in part 14 of the schedule indicate the desired boundaries of such sites however following survey these may change. In the event the surveyed land area totals more than 640 hectares, the Crown and Te Rūnanga o Ngāti Whare will cooperate to agree on how the boundaries for these sites will be altered.

6: VESTING OF PROPERTIES

GENERAL PROVISIONS

Te Rūnanga o Ngāti Whare to sign documents

6.7 On or before the Settlement Date, or for the Jointly Vested Sites, the Vesting Date, Te Rūnanga o Ngāti Whare must sign and return to the Crown in relation to:

6.7.1 Te Tāpiri Pā site, Te Tāpiri Pā conservation covenant;

6.7.2 the Okārea Pā site, the Okārea Pā conservation covenant;

6.7.3 the CNI Forests Sites, the deed of covenant required under clause 5.2(c) of the Kaingaroa Road Network Easement Instrument (Computer Interest Register 482467); and

6.7.4 the CNI Forests Sites, the deed of covenant required under clause 5.2(c) of the Bonisch Road Easement Instrument yet to be registered.

Crown to maintain in current state and condition

6.8 The Crown must maintain and administer each Cultural Redress Property (except if it is not administered by the Crown) between the Date of this Deed and the Settlement Date or such later dates as the Cultural Redress Properties are vested:

6.8.1 in substantially the same condition as it is in at the Date of this Deed (subject to events beyond the control of the Crown); and

6.8.2 in accordance with the Crown's existing management and administration practices for that property.

6.9 Ngāti Whare will not have any recourse or claim against the Crown in relation to the state and/or condition of a Cultural Redress Property except for a breach of clause 6.8.

Warranty in relation to Disclosure Information

6.10 The Crown warrants to Te Rūnanga o Ngāti Whare that, at the Date of this Deed, the Disclosure Information is all the material information relating to the Cultural Redress Properties that is in the Crown's records as owner.

No other warranties

6.11 Except as provided in clause 6.10, the Crown gives no representation or warranty (whether express or implied) with respect to:

6.11.1 a Cultural Redress Property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:

(a) any legislation including bylaws; or

(b) any enforcement or other notice, requisition or proceeding issued by an authority; or

6.11.2 the completeness or accuracy of the Disclosure Information relating to a Cultural Redress Property.

Ability of Ngāti Whare to inspect

6.12 Ngāti Whare acknowledge that (although the Crown is not giving any representation or warranty in relation to any Cultural Redress Property except as provided in clause 6.10) Ngāti Whare had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

6.12.1 inspect each Cultural Redress Property; and

6.12.2 determine its state and condition.

Access

6.13 Other than as provided under this Deed, the Crown will not make arrangements for access by Ngāti Whare to a Cultural Redress Property following its vesting in Te Rūnanga o Ngāti Whare.

Survey

6.14 If the boundaries of a Cultural Redress Property have not been determined sufficiently for the purpose of creating a computer freehold register, the Crown will arrange for:

6.14.1 it to be surveyed; and

6.14.2 the survey plan to be prepared and approved (and, where applicable, deposited).

Costs

6.15 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Ngāti Whare, required to vest the Cultural Redress Properties in Te Rūnanga o Ngāti Whare.

Settlement Legislation in relation to Cultural Redress properties

6.16 The Settlement Legislation will provide that:

6: VESTING OF PROPERTIES

Date of vesting of Cultural Redress Properties

6.16.1 except as otherwise provided in this Deed the Cultural Redress Properties vest on the Settlement Date;

Encumbrances

6.16.2 the vesting of each Cultural Redress Property is subject to any Relevant Encumbrances;

Title to Cultural Redress Properties

6.16.3 to the extent that a Cultural Redress Property is all of the land contained in a computer freehold register, the Registrar-General must, on written application by an Authorised Person:

(a) register Te Rūnanga o Ngāti Whare as the proprietor of the fee simple estate in that land; and

(b) make any entries in the register, and do all other things that may be necessary to give effect to this part;

6.16.4 to the extent that a Cultural Redress Property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from an Authorised Person:

(a) except as otherwise provided in clause 6.1.49 of this Deed create, in accordance with that application, one or more computer freehold registers for the fee simple estate in the property in the name of Te Rūnanga o Ngāti Whare; and

(b) enter on the register any Encumbrances that are registered, notified or notifiable and that are described in the application;

6.16.5 despite clauses 6.16.3 to 6.16.4, in the case of the Regeneration Land, the Registrar-General must, in accordance with an application received from an Authorised Person:

(a) create one computer freehold register for the fee simple estate in the Regeneration Land in the name of Te Rūnanga o Ngāti Whare;

(b) enter on the register any Encumbrances that are registered, notified or notifiable and that are described in the application; and

(c) then, as soon as reasonably practicable, register Te Pua o Whirinaki Regeneration Trust as the proprietor of the fee simple estate in the Regeneration Land;

6.16.6 clauses 6.16.4 and 6.16.5 apply subject to the completion of any survey necessary to create the computer freehold register;

6.16.7 a computer freehold register must be created under clauses 6.16.4 or 6.16.5 as soon as is reasonably practicable after the Settlement Date, but no later than:

(a) 24 months after the Settlement Date; or

(b) any later date that may be agreed in writing by Te Rūnanga o Ngāti Whare and the Crown;

Former Crown Forest Land

6.16.8 in the case of the Former Crown Forest Land, the Registrar-General must, in accordance with an application received from an Authorised Person, record the extinguishment of the public right of way easement [insert no.] pursuant to clause 6.5, on the relevant computer registers. The application to be made under this clause 6.16.8, will be made by the Authorised Person as soon as practicable following the vesting of the Former Crown Forest Land in Te Rūnanga o Ngāti Whare and prior to any application made under clause 6.1.49, 6.16.4 or 6.16.5;

CNI Forest Sites

6.16.9 in the case of the CNI Forest Sites, the Registrar-General must, in accordance with an application received from any registered proprietor of such site(s) confirming that all of the land contained in the relevant computer freehold register(s) for such sites has been returned on the Return Date, and with confirmation of the same from the relevant licensee under the Crown Forestry Licence endorsed thereon, remove the Crown Forest Licence memorial from the computer freehold register(s) for such site(s);

Application of Part 4A of Conservation Act 1987

6.16.10 in clauses 6.16.11 to 6.16.21, **Reserve Site** means the following sites:

(a) Mangamate Falls site; and

(b) Te Takanga-a-Wharepakau site;

6.16.11 the vesting of the fee simple estate in a Cultural Redress Property under this part is a disposition for the purposes of Part

4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition;

6.16.12 despite clause 6.16.11, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a Reserve Site;

6.16.13 if the reservation under this part of a Reserve Site is revoked in relation to all or part of the site, then the site's vesting referred to in clause 6.16.11 is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be;

6.16.14 the Registrar-General must record on the computer freehold register for:

(a) a Reserve Site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to clause 6.16.13; and

(b) any other Cultural Redress Property that the land is subject to Part 4A of the Conservation Act 1987;

6.16.15 a notification made under clause 6.16.14 that the land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act;

6.16.16 if the reservation under this part of a Reserve Site is revoked in relation to:

(a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:

(i) section 24 of the Conservation Act 1987 does not apply to the site; and

(ii) the site is subject to clause 6.16.13; or

(b) part of the site, then the Registrar-General must ensure that the notifications referred to in clause 6.16.16(a) remain only on the computer freehold register for the part of the site that is left as a reserve;

Application of Reserves Act 1977 to Reserve Sites

6.16.17 Te Rūnanga o Ngāti Whare is the Administering Body of a Reserve Site for the purposes of the Reserves Act 1977;

6.16.18 sections 48A, 114, and 115 of the Reserves Act 1977 apply to a Reserve Site, despite sections 48A(6), 114(5), and 115(6) of that Act;

6.16.19 sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a Reserve Site;

6.16.20 if the reservation under this part of a Reserve Site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation;

Subsequent transfer of Reserve Land

6.16.21 clauses 6.16.22 to 6.16.27 apply to all, or the part, of a Reserve Site that, at any time after vesting under the Settlement Legislation in Te Rūnanga o Ngāti Whare, remains a reserve under the Reserves Act 1977 (the "**Reserve Land**");

6.16.22 the fee simple estate in the Reserve Land may be transferred to any other person only in accordance with clauses 6.16.23 to 6.16.27, despite any other enactment or rule of law;

6.16.23 the Minister of Conservation must give written consent to the transfer of the fee simple estate in the Reserve Land to another person or persons (the "**New Owners**") if, upon written application, the registered proprietors of the Reserve Land satisfy the Minister of Conservation that the New Owners are able to:

(a) comply with the requirements of the Reserves Act 1977; and

(b) perform the duties of an Administering Body under the Reserves Act 1977;

6.16.24 the Registrar-General must, upon receiving the documents specified in clause 6.16.25, register the New Owners as the proprietors of the fee simple estate in the Reserve Land;

6.16.25 the documents referred to in clause 6.16.24 are:

(a) a transfer instrument to transfer the fee simple estate in the Reserve Land to the New Owners, including a

notification that the New Owners are to hold the Reserve Land for the same reserve purposes as it was held by the Administering Body immediately before the transfer;

(b) the written consent of the Minister of Conservation to the transfer of the Reserve Land; and

(c) any other document required for the registration of the transfer instrument;

6.16.26 the New Owners, from the time of registration under clause 6.16.24:

(a) are the Administering Body of the Reserve Land for the purposes of the Reserves Act 1977; and

(b) hold the Reserve Land for the same reserve purposes as it was held by the Administering Body immediately before the transfer;

6.16.27 despite clauses 6.16.21 and 6.16.22, clauses 6.16.23 to 6.16.26 do not apply to the transfer of the fee simple estate in the Reserve Land if:

(a) the transferors of the Reserve Land are or were trustees of a trust;

(b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

(c) the instrument to transfer the Reserve Land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that clauses 6.16.27(a) and (b) apply;

Application of other enactments

6.16.28 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:

(a) the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation; or

(b) a matter incidental to, or required for the purpose of, that vesting;

6.16.29 the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation does not:

(a) limit sections 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to sub-surface minerals;

6.16.30 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this Deed in relation to a Cultural Redress Property; and

6.16.31 such other provisions apply as are necessary or desirable to give effect to this part.

Non-Cultural Redress Properties

6.17 Notwithstanding any other provision in this Deed, the parties acknowledge that those sites listed in clause 6.1.1(e), (f), (g), (h), (j) and (q) (together, for the purposes of this clause known as "**the Non-Cultural Redress Properties**") are being returned to Te Rūnanga o Ngāti Whare as a result of a previous Crown decision (distinct from the Treaty Settlement process) and are not Cultural Redress Properties or Redress.

6.18 Despite clause 6.17, the matters set out in clauses 4.6, 6.1.1, 6.8, 6.9, 6.12 to 6.16.7, 6.16.11, 6.16.14(b), 6.16.15, 6.16.27 to 6.16.30 and 7.2.4 to 7.2.8 apply to the Non-Cultural Redress Properties and references to "Cultural Redress Properties" shall be read to include references to the "Non-Cultural Redress Properties".

6.19 To avoid doubt (but without limitation), clauses 6.10, 6.11 and Part 8 of this Deed do not apply to the Non-Cultural Redress Properties.

7 ADDITIONAL SETTLEMENT MATTERS

EXCLUSION OF THE RULE AGAINST PERPETUITIES

7.1 The Settlement Legislation will provide that:

No application to a Settlement Document

7.1.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, apply to a Settlement Document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

No application to Te Rūnanga o Ngāti Whare if a non-charitable trust

7.1.2 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, prescribe or restrict the period during which:

(a) the trust established by the Te Rūnanga o Ngāti Whare Trust Deed may exist in law; or

(b) Te Rūnanga o Ngāti Whare may hold or deal with property (including income derived from property);

7.1.3 however, if the trust established by the Te Rūnanga o Ngāti Whare Trust Deed is, or becomes, a trust for charitable purposes (including if Te Rūnanga o Ngāti Whare are or become incorporated as a board under the Charitable Trusts Act 1957):

(a) clause 7.1.2(a) does not apply; and

(b) any application of the rule against perpetuities or any provision of the Perpetuities Act 1964 to the trust established by the Te Rūnanga o Ngāti Whare Trust Deed, and Te Rūnanga o Ngāti Whare must be determined under the general law.

SETTLEMENT LEGISLATION TO IMPLEMENT THE SETTLEMENT

7.2 The Settlement Legislation will provide that:

Jurisdiction of Courts and judicial bodies excluded

7.2.1 despite any enactment or rule of law, on and from the Settlement Date, no Court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:

(a) any or all of the Historical Claims; or

(b) this Deed; or

(c) the Redress; or

(d) the Settlement Legislation;

7.2.2 clause 7.2.1 does not exclude any jurisdiction of a Court, tribunal, or other judicial body in respect of the interpretation or enforcement of this Deed or the Settlement Legislation;

Jurisdiction of Waitangi Tribunal excluded

7.2.3 the Treaty of Waitangi Act 1975 is amended (by inserting the short title of the Settlement Legislation in Schedule 3 of that Act) to provide that:

(a) despite anything in the Treaty of Waitangi Act 1975 or in any other enactment or rule of law, on and from the Settlement Date, the Waitangi Tribunal does not have jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:

(i) any or all of the Historical Claims; or

(ii) this Deed; or

(iii) the Redress; or

(iv) the Settlement Legislation; and

(b) paragraph (a) of this clause does not exclude any jurisdiction of the Waitangi Tribunal in respect of the interpretation or enforcement of this Deed or the Settlement Legislation;

Land claims protection legislation ceases to apply

7.2.4 nothing in the enactments referred to in clause 7.2.5 (the "**Land Claims Protection Legislation**") applies on and from the Settlement Date or for the Jointly Vested Sites, from the Vesting Date:

(a) to a Cultural Redress Property; or

(b) for the benefit of Ngāti Whare or a Representative Entity for Ngāti Whare;

7.2.5 the enactments are:

(a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;

(b) sections 27A to 27C of the State-Owned Enterprises Act 1986;

(c) sections 211 to 213 of the Education Act 1989;

(d) Part 3 of the Crown Forest Assets Act 1989; and

(e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

Removal of Memorials from Settlement Properties

7.2.6 the chief executive of LINZ must, as soon as reasonably practicable after the Settlement Date or for the Jointly Vested Sites, after the Vesting Date, issue to the Registrar-General a certificate (a "**Memorial Certificate**") that identifies, by reference to the relevant certificate of title or computer register, each allotment that is:

(a) all, or part, of a Cultural Redress Property; and

(b) contained in a certificate of title or computer register that has a Memorial entered under any Land Claims Protection Legislation (a "**Memorial**");

7.2.7 a Memorial Certificate must state the section of the Settlement Legislation that it is issued under; and

7.2.8 the Registrar-General must, as soon as is reasonably practicable after receiving a Memorial Certificate:

(a) register the Memorial Certificate against each certificate of title or computer register identified in it; and

(b) cancel, in respect of each allotment identified in the Memorial Certificate, each Memorial that, under any of the Land Claims Protection Legislation, is entered on the certificate of title or computer register against which the Memorial Certificate is registered.

OTHER SETTLEMENT LEGISLATION MAY REMOVE APPLICATION OF LAND CLAIMS PROTECTION LEGISLATION AND MEMORIALS

7.3 Ngāti Whare agrees that the Crown may at any time propose for introduction to the House of Representatives, and neither Ngāti Whare nor a Representative Entity for Ngāti Whare will object to, legislation that:

7.3.1 gives effect to a settlement with another iwi or group of Māori;

7.3.2 provides that the Land Claims Protection Legislation does not apply to land, or for the benefit of persons, specified by the legislation; and

7.3.3 removes Memorials from land specified by the legislation.

7.4 For the avoidance of doubt, clause 7.3 applies to any land within the Area of Interest.

PUBLIC ACCESS TO THIS DEED OF SETTLEMENT

7.5 The Settlement Legislation will provide that the chief executive of the Ministry of Justice must, on and after the Settlement Date, make copies of this Deed available:

7.5.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any Business Day; and

7.5.2 free of charge, on an internet website maintained by or on behalf of the Ministry of Justice.

8 TAX

STATEMENT OF AGREED TAX PRINCIPLES

8.1 The parties agree that:

8.1.1 the Payment, credit or Transfer of Redress by the Crown to Te Rūnanga o Ngāti Whare is made as Redress to settle the Historical Claims and is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; nor

(b) Assessable Income for Income Tax purposes; nor

(c) a dutiable gift for Gift Duty purposes;

8.1.2 neither Te Rūnanga o Ngāti Whare, nor any other person associated with Te Rūnanga o Ngāti Whare, will claim an input credit (for GST purposes) or a deduction (for Income Tax purposes) with reference to the Payment, credit or Transfer by the Crown of any Redress;

8.1.3 any interest paid by the Crown under any provision of this Deed is either Assessable Income or exempt income, for Income Tax purposes, depending on the recipient's status for Income Tax purposes; and, furthermore, the receipt or Payment of such interest is not subject to indemnification for Tax by the Crown under this Deed;

8.1.4 any Indemnity Payment by the Crown to Te Rūnanga o Ngāti Whare is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; nor

(b) Assessable Income for Income Tax purposes; and

8.1.5 Te Rūnanga o Ngāti Whare (at all applicable times) is or will be a registered person for GST purposes (except if Te Rūnanga o Ngāti Whare is not carrying on a taxable activity as that term is defined by the Goods and Services Tax Act 1985).

ACKNOWLEDGEMENTS

8.2 For the avoidance of doubt, the parties acknowledge:

8.2.1 that the Tax Indemnities given by the Crown in this part, and the principles and acknowledgements in clauses 8.1 and 8.2 respectively:

(a) apply only to the receipt by Te Rūnanga o Ngāti Whare of Redress and Indemnity Payments; and

(b) do not apply to any subsequent dealings, distributions, Payments, uses or applications by Te Rūnanga o Ngāti Whare, or any other persons, with or of Redress or Indemnity Payments;

8.2.2 each obligation to be performed by the Crown in favour of Te Rūnanga o Ngāti Whare under this Deed is performed as Redress to settle the Historical Claims and without charge to, or consideration to be provided by, Te Rūnanga o Ngāti Whare or any other person;

8.2.3 without limiting clause 8.2.2, no covenant, easement, lease, licence or other right or obligation which this Deed records that does or shall apply to or in respect of any item of Redress, shall be treated as consideration (for GST or any other purpose), for the Transfer of such Redress by the Crown to Te Rūnanga o Ngāti Whare;

8.2.4 without limiting clause 8.2.2, the Payment of amounts, and the bearing of costs from time to time, by Te Rūnanga o Ngāti Whare in relation to any item of Redress (including, without limitation:

(a) rates, charges and fees;

(b) the apportionment of outgoings and incomings; and

(c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs),

is not intended to be consideration for the Transfer of that item of Redress for GST or any other purpose; and, furthermore (and without limiting clause 8.2.1), the Payment of such amounts and the bearing of such costs is not subject to indemnification for Tax by the Crown under this Deed.

ACT CONSISTENT WITH PRINCIPLES

8.3 Neither Te Rūnanga o Ngāti Whare (nor any person associated with Te Rūnanga o Ngāti Whare) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 8.1 and 8.2 respectively.

8. TAX

MATTERS NOT TO BE IMPLIED FROM PRINCIPLES

8.4 Nothing in clause 8.1 is intended to suggest or imply:

8.4.1 that the Payment, credit or Transfer of Redress, or an Indemnity Payment, by the Crown to Te Rūnanga o Ngāti Whare is or will be chargeable with GST;

8.4.2 if Te Rūnanga o Ngāti Whare is a charitable trust or other charitable entity, that:

(a) Payments, properties, interests, rights or assets Te Rūnanga o Ngāti Whare receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or

(b) Te Rūnanga o Ngāti Whare derives or receives amounts, for Income Tax purposes, other than as exempt income; or

8.4.3 that Gift Duty should or can be imposed on any Payment to, or transaction with, Te Rūnanga o Ngāti Whare under this Deed.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

8.5 If and to the extent that:

8.5.1 the Payment, credit or Transfer of Redress; or

8.5.2 an Indemnity Payment,

by the Crown to Te Rūnanga o Ngāti Whare is chargeable with GST, the Crown must, in addition to the Payment, credit or Transfer of Redress or the Indemnity Payment, pay Te Rūnanga o Ngāti Whare the amount of GST payable in respect of the Redress or the Indemnity Payment.

Indemnification

8.6 If and to the extent that:

8.6.1 the Payment, credit or Transfer of Redress; or

8.6.2 an Indemnity Payment,

by the Crown to Te Rūnanga o Ngāti Whare is chargeable with GST, and the Crown does not, for any reason, pay Te Rūnanga o Ngāti Whare an additional amount equal to that GST at the time the Redress is paid,

credited or Transferred and/or the Indemnity Payment is made, the Crown will, on demand in writing, indemnify Te Rūnanga o Ngāti Whare for any GST that is or may be payable by Te Rūnanga o Ngāti Whare or for which Te Rūnanga o Ngāti Whare is liable in respect of:

8.6.3 the Payment, credit or Transfer of Redress; and/or

8.6.4 the Indemnity Payment.

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

8.7 The Crown agrees to indemnify Te Rūnanga o Ngāti Whare, on demand in writing, against any Income Tax that Te Rūnanga o Ngāti Whare is liable to pay if and to the extent that receipt of:

8.7.1 the Payment, credit or Transfer of Redress; or

8.7.2 an Indemnity Payment,

from the Crown is treated as, or as giving rise to, Assessable Income of Te Rūnanga o Ngāti Whare for Income Tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS

8.8 The Crown agrees to pay, and to indemnify Te Rūnanga o Ngāti Whare against any liability that Te Rūnanga o Ngāti Whare has in respect of, any Gift Duty assessed as payable by the Commissioner in respect of the Payment, credit or Transfer by the Crown to Te Rūnanga o Ngāti Whare of any Cultural Redress.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

8.9 Each of:

8.9.1 Te Rūnanga o Ngāti Whare; and

8.9.2 the Crown,

agrees to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which Te Rūnanga o Ngāti Whare is or may be entitled to be indemnified by the Crown for or in respect of Tax under this part.

How demands are made

8.10 Demands for indemnification for Tax by Te Rūnanga o Ngāti Whare in accordance with this part must be made by Te Rūnanga o Ngāti Whare in

accordance with the provisions of clause 11.2 of part 11 (Miscellaneous) of this Deed and may be made at any time, and from time to time, after the Settlement Date.

When demands are to be made

8.11 Except:

8.11.1 with the written agreement of the Crown; or

8.11.2 if this Deed provides otherwise,

no demand for payment by way of indemnification for Tax under this part may be made by Te Rūnanga o Ngāti Whare more than twenty Business Days before the due date for payment by Te Rūnanga o Ngāti Whare of the applicable Tax (whether such date is specified in an assessment or is a date for the Payment of provisional tax or otherwise).

Evidence to accompany demand

8.12 Without limiting clause 8.9, each demand for indemnification by Te Rūnanga o Ngāti Whare under this part must be accompanied by:

8.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or Tax that Te Rūnanga o Ngāti Whare claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

8.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of tax

8.13 If Payment is made by the Crown on account of Tax to Te Rūnanga o Ngāti Whare or the Commissioner (for the account of Te Rūnanga o Ngāti Whare) and it is subsequently determined or held that no such Tax (or an amount of Tax that is less than the Payment which the Crown made on account of Tax) is or was payable or properly assessed, to the extent that Te Rūnanga o Ngāti Whare :

8.13.1 has retained the Payment made by the Crown (which, for the avoidance of doubt, includes any situation where Te Rūnanga o Ngāti Whare has not Transferred the Payment to the Commissioner but has instead paid, applied or Transferred the whole or any part of the Payment to any other person or persons);

8.13.2 has been refunded the amount of that Payment by the Commissioner; or

8.13.3 has had the amount of that Payment credited or applied to its account with the Commissioner,

Te Rūnanga o Ngāti Whare must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of tax

8.14 Te Rūnanga o Ngāti Whare must pay to the Commissioner any Payment made by the Crown to Te Rūnanga o Ngāti Whare on account of Tax, on the later of:

8.14.1 the "due date" for Payment of that amount to the Commissioner under the applicable Tax Legislation; and

8.14.2 the next Business Day following receipt by Te Rūnanga o Ngāti Whare of that Payment from the Crown.

Payment of costs

8.15 The Crown will indemnify Te Rūnanga o Ngāti Whare against any reasonable costs incurred by Te Rūnanga o Ngāti Whare for actions undertaken by Te Rūnanga o Ngāti Whare, at the Crown's direction, in connection with:

8.15.1 any demand for indemnification of Te Rūnanga o Ngāti Whare under or for the purposes of this part; and

8.15.2 any steps or actions taken by Te Rūnanga o Ngāti Whare in accordance with the Crown's requirements under clause 8.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

8.16 Where any liability arises to the Crown under this part, the following provisions shall also apply:

8.16.1 if the Crown so requires and notifies Te Rūnanga o Ngāti Whare of that requirement, the Crown may, instead of paying the requisite amount on account of Tax, pay that amount to the Commissioner (such Payment to be effected on behalf, and for the account, of Te Rūnanga o Ngāti Whare);

8.16.2 subject to Te Rūnanga o Ngāti Whare being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by Notice to Te Rūnanga o Ngāti Whare, to require Te Rūnanga o Ngāti Whare, to:

(a) take into account any right permitted by any relevant law to defer the **Payment** of any Tax; and/or

(b) take all steps the Crown may specify to respond to and/or contest any **Notice**, notice of proposed adjustment or assessment for Tax, where expert legal tax advice indicates that it is reasonable to do so; and

8.16.3 the Crown reserves the right:

(a) to nominate and instruct counsel on behalf of Te Rūnanga o **Ngāti** Whare whenever it exercises its rights under clause 8.16.2; and

(b) to recover from the Commissioner the amount of any Tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

8.17 If the Crown requires, Te Rūnanga o **Ngāti** Whare will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, Te Rūnanga o **Ngāti** Whare and/or any other person) of an application for a non-binding or binding ruling from the Commissioner with respect to any part of the arrangements relating to the Payment, credit or Transfer of Redress.

DEFINITIONS AND INTERPRETATION

8.18 In this part, unless the context requires otherwise:

Assessable Income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

Commissioner means the Commissioner of Inland Revenue and, for the avoidance of doubt, includes the Inland Revenue Department;

Gift Duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of or on account of, the late or non-Payment of, any Gift Duty;

Income Tax means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of the late or non-payment of, any Income Tax;

Indemnity Payment means any indemnity Payment made by the Crown under or for the purposes of this part, and **indemnify, indemnification** and **indemnity** have a corresponding meaning;

Payment extends to the Transfer or making available of cash amounts as well as to the Transfer of non cash amounts (such as land); and

Transfer includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to Te Rūnanga o Ngāti Whare.

8.19 In the interpretation of this part, a reference to the Payment, credit, Transfer or receipt of the Redress (or any equivalent wording) includes a reference to the Payment, credit, Transfer or receipt of any part (or the applicable part) of the Redress.

9 ACTIONS REQUIRED TO COMPLETE SETTLEMENT

SETTLEMENT LEGISLATION TO BE INTRODUCED

9.1 Within 12 months after the Date of this Deed, the Crown must propose **S**ettlement **L**egislation for introduction to the House of Representatives.

9.2 **T**he Settlement Legislation proposed for introduction:

9.2.1 must include:

(a) a summary of the Historical Account in part 2;

(b) the text of the acknowledgements and apology in part 3; and

(c) all other matters required by this Deed to be included in the Settlement Legislation;

9.2.2 may include all other matters that are necessary or desirable to ensure the Settlement **L**egislation gives full effect to this Deed;

9.2.3 may include different wording to that provided by the corresponding provisions of this Deed, in order to conform with legislative drafting styles and conventions; and

9.2.4 must be in a form that is satisfactory to Te **R**ūnanga o **N**gāti Whare and the Crown.

SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED

9.3 **N**gāti Whare and **T**e **R**ūnanga o Ngāti Whare must support the passage through Parliament of:

9.3.1 the Settlement **L**egislation; and

9.3.2 any legislation proposed by the Crown for introduction:

(a) under clause 9.5.2 to terminate proceedings in relation to an Historical Claim; or

(b) to clarify rights or obligations under this Deed or the Settlement Legislation.

HISTORICAL CLAIMS TO BE DISCONTINUED

9.4 Te Rūnanga o Ngāti Whare must use reasonable endeavours to deliver to the Crown, by or on the Settlement Date, notices of discontinuance:

9.4.1 of every proceeding in relation to an Historical Claim that has not been discontinued; and

9.4.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).

9.5 If Te Rūnanga o Ngāti Whare does not deliver to the Crown, by or on the Settlement Date, all notices of discontinuance required by clause 9.4:

9.5.1 Te Rūnanga o Ngāti Whare must continue to use reasonable endeavours to deliver them to the Crown; and

9.5.2 the Crown may propose for introduction to the House of Representatives legislation to terminate the proceedings.

WAITANGI TRIBUNAL TO BE ADVISED

9.6 The Crown will, on or after the Settlement Date:

9.6.1 advise the Waitangi Tribunal of the Settlement; and

9.6.2 request it to amend its register of claims, and adapt its procedures, to reflect the Settlement.

RELEVANT LAND BANK ARRANGEMENTS TO BE TERMINATED

9.7 The Crown may, on and after the Settlement Date, cease to operate a land bank arrangement in relation to Ngāti Whare (or a Representative Entity for Ngāti Whare) except to the extent necessary to give effect to this Deed.

10 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

10.1 This Deed, and the Settlement, are conditional on the Settlement Legislation coming into force.

THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

10.2 This Deed, until it becomes unconditional:

10.2.1 is entered into on a "without prejudice" basis; and

10.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, a Court, tribunal (including the Waitangi Tribunal), or other judicial body.

10.3 Clause 10.2.2 does not exclude any jurisdiction of a Court, tribunal, or other judicial body in respect of the interpretation or enforcement of this Deed.

SOME PROVISIONS NOT CONDITIONAL

10.4 Despite clause 10.1, clauses 9.1 to 9.3 and parts 10, 11, and 12 are binding from the Date of this Deed.

10.5 The Crown or Te Rūnanga o Ngāti Whare may terminate this Deed, by Notice to the other, if the Settlement Legislation has not come into force within 24 months after the Date of this Deed.

10.6 If this Deed is terminated:

10.6.1 it, and the Settlement, will be at an end; and

10.6.2 no person will have any rights or obligations under it, except that the rights and obligations under clause 10.2 continue.

11 MISCELLANEOUS

NOTICES

11.1 Unless otherwise provided in this Deed or a Settlement Document the provisions of clause 11.2 apply to Notices under this Deed or a Settlement Document to or by:

11.1.1 Te Rūnanga o Ngāti Whare; or

11.1.2 the Crown.

11.2 The following provisions apply to Notices referred to in clause 11.1:

Notices to be signed

11.2.1 the person giving the Notice must sign it (but, in the case of Te Rūnanga o Ngāti Whare, a minimum of three trustees must sign it);

Notices to be in writing

11.2.2 the Notice must be in writing addressed to the recipient at its address or facsimile number;

Addresses and facsimile numbers of Te Rūnanga o Ngāti Whare and the Crown

11.2.3 the address and facsimile number of Te Rūnanga o Ngāti Whare, and the Crown are as provided in part 15 of the schedule; and

Change of address or facsimile number

11.2.4 the address or facsimile of Te Rūnanga o Ngāti Whare may be changed by Notice to the Crown by Te Rūnanga o Ngāti Whare;

11.2.5 the address or facsimile number of the Crown may be changed by Notice by the Crown to Te Rūnanga o Ngāti Whare;

Delivery

11.2.6 delivery of a Notice may be made:

(a) by hand to the recipient's address; or

(b) by posting an envelope with pre-paid postage addressed to the recipient's address; or

(c) by facsimile to the facsimile number of the recipient;

Timing of delivery

11.2.7 a Notice delivered:

(a) by hand will be treated as having been received at the time of delivery; or

(b) by pre-paid post will be treated as having been received on the second day after posting; or

(c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

11.2.8 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice is (despite clause 11.2.7) to be treated as having been received the next Business Day.

AMENDMENT

11.3 This Deed may be amended only by a written amendment signed by:

11.3.1 the Crown; and

11.3.2 Te Rūnanga o Ngāti Whare.

ENTIRE AGREEMENT

11.4 This Deed:

11.4.1 constitutes the entire agreement in relation to the matters in it; and

11.4.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it including the Terms of Negotiation and the Agreement in Principle; but

11.4.3 does not supersede the Treaty of Waitangi.

NO WAIVER OR ASSIGNMENT

11.5 Except as provided in this Deed or a Settlement Document:

11.5.1 a failure, delay, or indulgence in exercising a right or power under this Deed, or a Settlement Document, does not operate as a waiver of that right or power; and

11.5.2 a single, or partial, exercise of a right or power under this Deed, or a Settlement Document, does not preclude:

(a) a further exercise of that right or power; or

(b) the exercise of another right or power; and

11.5.3 a person may not transfer or assign a right or obligation under this Deed or a Settlement Document.

12 DEFINITIONS AND INTERPRETATION

NGĀTI WHARE AND RELATED TERMS

12.1 In this Deed N**gāti Whare**:

12.1.1 means the collective group composed of individuals who:

(a) descend from the eponymous ancestor Wharepakau; and

(b) are a member of any of the Ngāti Whare hapū including Ngāti Tuahiwi, Ngāi Te Au, Ngāti Whare ki Ngā Pōtiki, Ngāti Te Karaha, Ngāti Māhanga, Ngāti Kōhiwi, Ngāti Hamua ki Te Whāiti; and Warahoe ki Te Whāiti; and

12.1.2 includes any whānau, hapū, or other group to the extent that it is composed of individuals referred to in clause 12.1.1(a).

12.2 For the purposes of clauses 12.1:

12.2.1 a person is **descended** from another person by any one or more of the following:

(a) birth;

(b) legal adoption; and

(c) Māori customary adoption in accordance with Ngāti Whare tikanga.

HISTORICAL CLAIMS

12.3 In this Deed **Historical Claims**:

12.3.1 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 Whare (or a Representative Entity for Ngāti Whare) had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:

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

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from a 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

12.3.2 includes every claim to the Waitangi Tribunal to which clause 12.3.1 applies and that relates exclusively to Ngāti Whare (or a Representative Entity for Ngāti Whare) including:

(a) Wai 66; and

(b) Wai 1038; and

All other claims, insofar as they relate to Ngāti Whare, including:

(c) Wai 212;

(d) Wai 350;

(e) Wai 439;

(f) Wai 724;

(g) Wai 725; and

(h) Wai 791;

but

12.3.3 does not include:

(a) a claim that a Member of Ngāti Whare, or a whānau, hapū or group referred to in clause 12.1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngāti Whare Ancestor; or

(b) a claim that a Representative Entity for Ngāti Whare may have to the extent that claim is, or is based on, a claim referred to in clause 12.3.3(a).

12.4 Clause 12.3.1 is not limited by clause 12.3.2.

12: DEFINITIONS AND INTERPRETATION

OTHER DEFINED TERMS

12.5 In this Deed:

Agreement in Principle has the meaning given to it in clause 1.2.1(b);

Area of Interest means the area that Ngāti Whare identifies as its area of interest, as set out in part 13 of the schedule;

Authorised Person in relation to:

(a) a Cultural Redress Property and a Non-Cultural Redress Property, means a person authorised by:

(i) the Director-General, in the case of:

- Te Takanga-a-Wharepakau,
- Te Tāpiri Pā site; or
- Okārea Pā site; or

(ii) the chief executive of LINZ, in the case of:

- Hinamoki Pā site,
- Matuatahi Pā site,
- Otukakahiao,
- Wekanui Kāinga,
- Otahi Kāinga, and
- Te Pukemohoao Kāinga; or

(iii) the Secretary for Justice in all other cases.

Balance of Regeneration Land means those areas of land under that heading listed in part 9 of the schedule;

Business Day means the period from 9am to 5pm on a day other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or

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

(c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

CNI Deed has the meaning given to it in clause 1.3.2;

CNI Forests Sites has the meaning given to it in clause 6.3.1;

CNI Settlement Act means the Central North Island Forests Land Collective Settlement Act 2008;

Collective has the meaning given to it in clause 1.3.1;

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Consent Authority:

(a) has the meaning given to it in section 2(1) of the Resource Management Act 1991; but

(b) does not include the Minister of Conservation;

Conservation Accord means the accord issued by the Minister of Conservation under clause 5.21 (as that accord may be amended in accordance with clause 31.3 of the Conservation Accord);

Conservation Accord Area means the area shown on the map attached to the Conservation Accord and which is subject to the Conservation Accord;

Conservation Authority has the meaning given to the New Zealand Conservation Authority in section 2(1) of the Conservation Act 1987;

Conservation Board has the meaning given to in section 2(1) of the Conservation Act 1987;

Conservation Document means:

(a) a national park management plan (being a management plan as defined in section 2 of the National Parks Act 1980); or

(b) a conservation management strategy (as defined in section 2(1) of the Conservation Act 1987); or

(c) a conservation management plan (as defined in section 2(1) of the Conservation Act 1987);

Conservation Legislation means the Conservation Act 1987 and the enactments listed under Schedule 1 to that Act;

12: DEFINITIONS AND INTERPRETATION

Court, in relation to any matter, means a Court having a jurisdiction in relation to that matter in New Zealand;

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

Crown entity has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

Crown Forest Land has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989;

Crown Forestry Licence means the Kaingaroa Forest/Whirinaki Block Crown Forestry Licence held in computer interest register SA 57A/60 (South Auckland Registry);

Cultural Redress means the Redress to be provided under parts 5 and 6 and the Settlement Legislation giving effect to those parts;

Cultural Redress Property means each site described under that heading in part 9 of the schedule;

Date of this Deed means the date this Deed is signed by Ngāti Whare, Te Rūnanga o Ngāti Whare and the Crown;

Deed and **Deed of Settlement** means this Deed of Settlement, including:

(a) the schedule, and any attachments, to this Deed; and

(b) any amendments to the Deed, its schedule and any attachments;

Deed of Recognition means a deed of recognition entered into under clause 5.37 or 5.52 by:

(a) the Minister of Conservation and the Director General; or

(b) the Commissioner of Crown Lands;

Department means a department or instrument of the Government, or a branch or
division of the Government, but does not include a body corporate, or other legal
entity, that has the power to contract, or an Office of Parliament;

Director-General has the meaning given to it in section 2(1) of the Conservation Act 1987;

Disclosure Information means in respect of:

(a) Okārea Pā and Te Tāpiri Pā, the information provided by, or on behalf of, the Crown to Te Rūnanga o Ngāti Whare during the negotiation meeting held on 29 June 2009;

(b) Whirinaki Crown Forestry Licence, the information provided by, or on behalf of, the Crown to Te Rūnanga o Ngāti Whare during the negotiation meeting held on 9 July 2009; and

(c) Te Takanga-a-Wharepakau, the information provided by email by the Office of Treaty Settlements to Te Rūnanga o Ngāti Whare on 2 October 2009.

Effective Date means the date that is six months after the Settlement Date;

Eligible Member of Ngāti Whare means a Member of Ngāti Whare who on 21 November 2009 is:

(a) aged 18 years or over; and

(b) registered on the register of members of Ngāti Whare kept by Te Rūnanga o Ngāti Whare for the purpose of voting on the ratification of this Deed;

Encumbrance, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant or other right affecting that property;

Environment Court means the Court referred to in section 247 of the Resource Management Act 1991;

Fisheries Protocol means the protocol issued by the Minister of Fisheries under clause 5.23 (as that protocol may be amended under clause 5.27.1 to 5.27.3);

Fisheries Protocol Area means the area shown on the map attached to the Fisheries Protocol and which is subject to the Fisheries Protocol;

Former Crown Forest Land has the meaning given to it in clause 6.5;

Governor General has the meaning given to it in section 29 of the Interpretation Act 1999;

GST:

(a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and

(b) includes, for the purposes of part 8 of this Deed, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

12: DEFINITIONS AND INTERPRETATION

Historical Claims has the meaning given to it in clauses 12.3 and 12.4;

Jointly Vested Sites means those properties referred to in clauses 6.1.1 (n) – (q);

Land Claims Protection Legislation has the meaning given to it in clause 7.2.4;

LINZ means Land Information New Zealand;

Local Authority has the meaning given to it in section 5(1) of the Local Government Act 2002;

Local Government has the meaning given to it in section 5(1) of the Local Government Act 2002;

Member of Ngāti Whare means an individual referred to in clause 12.1;

Memorial has the meaning given to it in clause 7.2.6(b);

Memorial Certificate has the meaning given to it in clause 7.2.6;

Minister means a Minister of the Crown;

New Official Geographic Name has the meaning given to it in clause 5.45.1(a);

New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) means the board continued under section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

New Zealand Historic Places Trust means the New Zealand Historic Places Trust (Pouhoe Taonga) continued under section 38 of the Historic Places Act 1993;

Ngāti Manawa Deed of Settlement means the deed of settlement dated 12 December 2009 entered into by the Crown and the Ngāti Manawa;

Ngāti Manawa Governance Entity means the governance entity as defined in the Ngāti Manawa Deed of Settlement;

Ngāti Whare has the meaning given to it in clause 12.1;

Non-Cultural Redress Properties means those properties referred to in clause 6.17 and identified under that heading in part 9 of the schedule;

Notice means a notice in writing given under clause 11 and **notify** has a corresponding meaning;

Party means:

(a) Ngāti Whare;

(b) the Crown; and

(c) Te Rūnanga o Ngāti Whare;

Protected Land means land in respect of which a direction has been made under clause 6.2.3;

Protocol means a protocol issued under clause 5 (as that Protocol may be amended under clause 5.27.1 to 5.27.3), and for the purposes of clause 5.27.4 to 5.27.7 and 5.28, shall include the Conservation Accord issued under clause 5;

Redress means the following redress to be provided to Te Rūnanga o Ngāti Whare under this Deed or the Settlement Legislation:

(a) the acknowledgements and the apology given by the Crown under part 3; and

(b) the Cultural Redress under parts 5 and 6;

Regeneration Land means those properties set out in clause 6.1.1(a) – (i);

Regional Council has the meaning given to it in section 5(1) of the Local Government Act 2002;

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

Relevant Consent Authority, in relation to a Statutory Area, means a Consent Authority of a region or district that contains, or is adjacent to, that Statutory Area;

Relevant Encumbrance means, in relation to a Cultural Redress Property or Non-Cultural Redress Property, each Encumbrance described in part 9 of the schedule as affecting that property;

Relevant Local Authorities in relation to a Statutory Area, means a Local Authority of a region, city or district that contains, or is adjacent to, that Statutory Area;

Representative Entity for Ngāti Whare means:

12: DEFINITIONS AND INTERPRETATION

(a) Te Rūnanga o Ngāti Whare; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

a. the collective group, referred to in clause 12.1;

b. any one or more members of Ngāti Whare; or

c. any one or more of the whānau, hapū or groups of individuals referred to in clause 12.1;

Resource Consent has the meaning given to it in section 2(1) of the Resource Management Act 1991;

Responsible Minister means, in relation to:

(a) the Conservation Accord, the Minister of Conservation; or

(b) the Fisheries Protocol, the Minister of Fisheries; or

(c) the Taonga Tūturu Protocol, the Minister for Arts, Culture and Heritage; or

(d) any Protocol, a Minister authorised by the Prime Minister to exercise powers and perform functions and duties in relation that Protocol;

Responsible Ministry means, in relation to:

(a) the Conservation Accord, the Department of Conservation; or

(b) the Fisheries Protocol, the Ministry of Fisheries; or

(c) the Taonga Tūturu Protocol, the Ministry for Culture and Heritage; or

(d) any Protocol, a Department authorised by the Prime Minister to exercise powers and perform functions and duties in relation to that Protocol;

Return Date has the meaning given to it in clause 16.7.3 of the Crown Forestry Licence;

RFR deed over certain quota means the deed set out in part 12 of the schedule;

Secretary for the Environment means the Secretary for the Environment appointed under section 29 of the Environment Act 1986;

Settlement means the Settlement of the Historical Claims under this Deed and the Settlement Legislation;

Settlement Date means the date that is 20 Business Days after the date on which the Settlement Legislation comes into force;

Settlement Document means a document entered into by the Crown to give effect to this Deed;

Settlement Legislation means:

(a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 9.1 and 9.2; and

(b) if the bill is passed, the resulting Act;

Statement of Association means a statement described in clause 5.35.1(b);

Statutory Acknowledgement means the acknowledgement made by the Crown in the Settlement Legislation of the Statement of Association made by Ngāti Whare in relation to a Statutory Area on the terms described in clause 5.35.1;

Statutory Area means an area, described in part 2 of the schedule;

Statutory Plan:

(a) means a regional policy statement, a regional coastal plan, a district plan, a regional plan and a proposed plan as defined in section 2(1) of the Resource Management Act 1991; and

(b) includes a proposed policy statement referred to in the first schedule to the Resource Management Act 1991;

Taonga Tūturu:

(a) has the meaning given to it in the Protected Objects Act 1975; and

(b) includes ngā Taonga Tūturu (which has the meaning given to it in section 2 of that Act);

Taonga Tūturu Protocol means the protocol issued by the Minister for Arts, Culture and Heritage under clause 5.25 (as that Protocol may be amended under clause 5.27.1 to 5.27.3);

Taonga Tūturu Protocol area means the area shown on the map attached to the Taonga Tūturu Protocol and which is subject to the Taonga Tūturu Protocol;

Tax includes Income Tax, GST and Gift Duty;

12: DEFINITIONS AND INTERPRETATION

Tax Legislation means legislation that imposes, or provides for the administration of, Tax;

Te Pua o Whirinaki Regeneration Trust Deed means the deed of trust set out in part 8 of the schedule and in relation to those sites listed in clause 6.1.1(a)-(h) shall include the Wāhi Tapu Deed of Gift set out in part 8 of the schedule;

Terms of Negotiation has the meaning given to it in clause 1.2.1(a);

Territorial Authority has the meaning given to it in section 5(1) of the Local Government Act 2002;

Te Rūnanga o Ngāti Whare means the trustees from time to time of the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by the Te Rūnanga o Ngāti Whare Trust Deed, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the Board so incorporated;

Te Rūnanga o Ngāti Whare Trust Deed means the deed of trust dated 14 February 1999 and includes:

(a) any schedules to that deed of trust; and

(b) any amendments to the deed of trust or its schedules, including the amended deed of trust dated 13 December 2008;

Te Tiriti o Waitangi/Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act 1975;

Tūwatawata as shown on Deed Plan OTS-095-020 set out in part 14 of the schedule.

Te Whāiti-Nui-a-Toi Canyon as shown on Deed Plan OTS-095-021 set out in part 14 of the schedule;

Vesting Date has the meaning given to it in clause 6.1.47;

Waitangi Tribunal has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975;

Whirinaki Conservation Park means the area of conservation land known up until 22 May 2009 as the Whirinaki Forest Park;

and

INTERPRETATION

12.6 In the interpretation of this Deed, unless the context otherwise requires:

12.6.1 headings appear as a matter of convenience and do not affect the interpretation of this Deed;

12.6.2 defined terms have the meanings given to them by this Deed;

12.6.3 where a word or expression is defined in this Deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning;

12.6.4 the singular includes the plural and vice versa;

12.6.5 a word importing one gender includes the other gender;

12.6.6 a reference to a clause, part, schedule, or attachment is to a clause, part, schedule, or attachment of or to this Deed;

12.6.7 a reference in a schedule to a paragraph means a paragraph in that schedule;

12.6.8 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;

12.6.9 a reference to a Party in this Deed, or in any other document or agreement under this Deed, includes that Party's permitted successors;

12.6.10 an agreement on the part of two or more persons binds each of them jointly and severally;

12.6.11 a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time;

12.6.12 a reference to a monetary amount is to New Zealand currency;

12.6.13 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form;

12.6.14 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;

12.6.15 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives any legislation, except if this Deed requires the Crown to introduce legislation;

12: DEFINITIONS AND INTERPRETATION

12.6.16 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation;

12.6.17 in the event of a conflict between a provision in the main body of this Deed (namely, any part of this Deed except the schedule or an attachment) and the schedule or an attachment, then the provision in the main body of this Deed prevails;

12.6.18 a reference to a document as set out in, or on the terms and conditions contained in, the schedule or any attachment includes that document with such amendments as may be agreed in writing between Ngāti Whare and the Crown;

12.6.19 the Deed plans referred to in parts 13 and 14 of the schedule are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries;

12.6.20 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Ngāti Whare and the Crown;

12.6.21 where something is required to be done by or on a day which is not a Business Day, that thing must be done on the next Business Day after that day;

12.6.22 a reference to time is to New Zealand time;

12.6.23 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and

12.6.24 where the name of a reserve or other place is amended under this Deed, either the existing name or new name may be used to mean that same reserve or other place.

SIGNED as a Deed on

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations in the presence of:

Christopher Finlayson

Honourable Christopher Finlayson

Paul James

WITNESS

Name: PAUL JAMES

Occupation: PUBLIC SERVANT

Address: WELLINGTON

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister of Finance only in relation to the indemnities given in part 8 of this Deed in the presence of:

Bill English

Honourable Simon William English

WITNESS

Name: Amokaere Haikarae

Occupation: Public Servant

Address: Wellington.

KTA RH

SIGNED for and on behalf of **NGĀTI WHARE** by Te Rūnanga o Ngāti Whare in the presence of:

James Carlson
Chairman, Te Rūnanga o Ngāti Whare

David Bronco Carson
Trustee, Te Rūnanga o Ngāti Whare

Kohiti Kohiti
Trustee, Te Rūnanga o Ngāti Whare

Lena Brew
Trustee, Te Rūnanga o Ngāti Whare

Pene Olsen
Trustee, Te Rūnanga o Ngāti Whare

Robert Taylor
Trustee, Te Rūnanga o Ngāti Whare

Roberta Rickard
Trustee, Te Rūnanga o Ngāti Whare

WITNESS

Name: JAMES PHILIP FERGUSON

Occupation: SOLICITOR

Address: WELLINGTON

SIGNED by **EDWARD CHARLES REWI**, the original named claimant, with the late Pahiri Matekuare, in Wai 66:

E. C. Rewi

Edward Charles Rewi
Original Claimant, Wai 66

OTHER WITNESSES / MEMBERS OF NGĀTI WHARE SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

E Matekuare
T. of Taitapeka
Hiraina Hunter
Mirepouri Kohiti
Dixie Matekuare
Elizabeth Palmer
Teponi Teti Kohiti
Yvonne Brown
Eddie Anataiaia
Waddy Matekuare
Maria Clarke
Aileen Luhana
Donella Olsen Mathews
Jessie Aterina McMechen

Kirikaiahi Taiiti Albert
Emily Owen
Rewi Henderson
Peata Williams
Sarah Fraser
Zaria Ruri
John Hutton

OTHER WITNESSES / MEMBERS OF NGĀTI WHARE SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

Te Amohaere Meraiti

Te Remanawa o Toku Ate Rogers (Taputu Matekuare)

Jessie Cleria McMahon

Fay Hinetaro Sykes

Perpetua Lorenca Wilkinson

Margaret Buckley-McMahon

Kirikaiahi Tairiti Albert

Ursalla May Third-McMahon

Kathleen Patricia Rahman Buchanan-Bates

Hui Kahu

Hannah Carson (Meihana)

Ravi Henderson

Warreti Te Hunna (Hareiwiri)

Emily Owen

Parehuia Tamepo

Pihopa Tamehana Ohlson

Peata Williams

Te Hatupihopatapu (OHLSON)

Saleen Hannah

William Bill OHLSON

Victor Rawaho Ohlson

Nox (Snr) Ohlson

Sarah Fraser

Zaria Ruri

Kahotia Anthony Ohlson

Watchi Kirei

Jamie Ngahoro Carlson

ALLAN TAIMONA

Christine Fairlie Ngati Whare

Tame Rikurahi
James Doherty

Rakando-
Joli Ngā Whanau – Ngapuitahi

Tangirangi Te Mote. Paukowa.
Aubrey Kohuni

Maramena Verese
Ngati Manawa, Ngati Whare

Earl Keri
Jack Iupe.
J. Arataa
— B.
Nancy Tamua (Tahuia Whanau)

Te Ata Kohiorangi Kohiti Taojiara
Pat McManus.

Sarah Olsen
Distalia Ekelone
Huimai Kohiti
Raymond Kohiti.
Priscilla Waiariki
Raewyn Te Waiwanna
Mark Howden
Hewa Howden
Raukura Kerehoma
Gabriel Tuhore
Ana Kahupu Eketone
Shelree Mathews
Matnee Mathews
Renee Mathers
Vale Ruri
(Matengalahi Boggs)
Sophie Rewch.
Hariata Timoti
Draydon Olsen
RAYMOND COOK.
Caitwyn Eden.
Tihema Ruri Whanau.
MARET
Elaine McCauley-Gulde
ROBIN THOMSON WRIGHT
NED HOWDEN
Celine Ruri-Kerr
Shanei Ruri-Kerr
Vance Tihema Ruri-Kerr.
Tane Rota
Callam Ruri-Kerr
Maraiira Iemaka
Moana Hall - Ngati Whare / Ngati Manawa
Waimania Te Aoe